
**CITY COUNCIL
REGULAR
MEETING**



**NOVEMBER 27, 2012
7:00 PM**

AGENDA

Melody Carruth, Mayor

Joel Lautenschleger, Mayor Pro Tempore
Randal Bressette, Council Member

Barbara Kogerman, Council Member
L. Allan Songstad, Jr., Council Member

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, California 92653

Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SONGSTAD

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ADAM WONG.

1.2 INTRODUCTION OF THE 2012 CITIZENS EMERGENCY
PREPAREDNESS ACADEMY

RECOMMENDATION: THAT MAYOR CARRUTH RECOGNIZE THOSE
RESIDENTS WHO HAVE COMPLETED THE EIGHT WEEK 2012 CITIZENS
EMERGENCY PREPAREDNESS ACADEMY COURSE

2. PUBLIC COMMENTS

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

3. MINUTES

3.1 REGULAR MEETING, NOVEMBER 13, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES
OF THE NOVEMBER 13, 2012, REGULAR MEETING.

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 Staff request specific items be removed from the Consent Calendar.

4.1 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
NOVEMBER 27, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT
REGISTER IN THE AMOUNT OF \$893,033.08.

4.2 INITIATION OF THE PUBLIC PROCESS AND DESIGN SERVICES
FOR THE LA PAZ OPEN SPACE PROJECT, CIP NO. 615A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE
PROFESSIONAL SERVICES AGREEMENT WITH RICHARD FISHER
ASSOCIATES FOR LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR
THE LA PAZ OPEN SPACE PROJECT, CIP NO. 615A.

4.3 PROGRESS PAYMENT NO. 5, FINAL, FOR COMMUNITY CENTER &
SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT
REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK
PLAYGROUND RENOVATIONS, CIP NO. 239

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 5, FINAL, IN THE NET AMOUNT OF \$1,578.47, TO SIGNATURE CONTRACTORS, FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

- 4.4 COOPERATIVE AGREEMENTS C-2-1995, C-2-1996, AND C-2-1997 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE IMPLEMENTATION OF TRAFFIC SIGNAL SYNCHRONIZATION PROJECTS ON OSO PARKWAY, LOS ALISOS BOULEVARD AND LAKE FOREST DRIVE, RESPECTIVELY, CIP NO. 168B

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE COOPERATIVE AGREEMENTS C-2-1995, C-2-1996, AND C-2-1997 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE IMPLEMENTATION OF TRAFFIC SIGNAL SYNCHRONIZATION PROJECTS ON OSO PARKWAY, LOS ALISOS BOULEVARD AND LAKE FOREST DRIVE, RESPECTIVELY, CIP NO. 168B, AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENTS AND THE CITY CLERK TO ATTEST THERETO.

- 4.5 STOP SIGN INSTALLATION ON LINDA FLORA STREET AT EL SEGUNDO STREET

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A SIDE STREET STOP SIGN ON LINDA FLORA STREET AT EL SEGUNDO STREET."

- 4.6 PROGRESS PAYMENT NO. 7, FINAL, FOR AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 7, FINAL, IN THE NET AMOUNT OF \$61,610.97, TO HILLCREST CONTRACTING, INC., FOR THE AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

- 4.7 PRESENTATION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR FISCAL YEAR 2011/12

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FY 2011/12, TOGETHER WITH THE AUDIT LETTERS.

4.8 WEBSITE MEETING AGENDA ACCESS ISSUES

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

ITEMS REMOVED FROM THE CONSENT CALENDAR**5. PLANNING AGENCY****5.1 ROLL CALL OF PLANNING AGENCY MEMBERS****5.2 PUBLIC COMMENTS**

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

5.3 MINUTES**5.3.1 REGULAR MEETING, NOVEMBER 13, 2012**

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE NOVEMBER 13, 2012, REGULAR MEETING.

5.4 PLANNING AGENCY PUBLIC HEARINGS**PLANNING AGENCY ADJOURNMENT****6. CITY COUNCIL PUBLIC HEARINGS****6.1 ZONING TEXT AMENDMENT NO. 04-12-2230, AN AMENDMENT TO TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) TO ALLOW EMERGENCY SHELTERS BY-RIGHT IN THE MIXED USE ZONE AND TO ALLOW SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING AS RESIDENTIAL USES IN ALL RESIDENTIAL ZONES IN ORDER TO COMPLY WITH STATE REQUIREMENTS GENERALLY KNOWN AS "SB 2."**

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING, AND (2) INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING OF, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) TO ALLOW EMERGENCY SHELTERS BY-RIGHT IN THE MIXED USE ZONE AND TO ALLOW SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING AS RESIDENTIAL USES IN ALL RESIDENTIAL ZONES IN ORDER TO COMPLY WITH STATE REQUIREMENTS GENERALLY KNOWN AS "SB 2."

7. ADMINISTRATIVE REPORTS**7.1 City Manager****7.1.1 2012 CITY MANAGER'S YEAR END REPORT**

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE 2012 CITY MANAGER'S YEAR END REPORT.

7.2 Assistant City Manager**7.2.1 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION**

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS EMPLOYEES ASSOCIATION.

7.3 Community Development Director**7.3.1 ADOPTION OF AN ORDINANCE APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND LAGUNA HILLS INVESTMENT COMPANY**

RECOMMENDATION: THAT THE CITY COUNCIL CONDUCT THE SECOND READING, READ BY TITLE ONLY, WAIVE FURTHER READING OF, AND ADOPT AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND LAGUNA HILLS INVESTMENT COMPANY FOR THE OAKBROOK VILLAGE SHOPPING CENTER REDEVELOPMENT PROJECT."

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR**9. CITY COUNCIL MEMBER COMMENTS****10. CLOSED SESSION**

The City Council shall convene in Closed Session, in the City Hall Conference Room, to consider the following matters:

10.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code Section 54956.8

Property: 24031 El Toro Road, Suite 300, Laguna Hills
Agency Negotiator: Bruce Channing, City Manager, and Don White,
Assistant City Manager
Negotiating Parties: City of Laguna Hills and Jon W. Swallow on behalf of
Dayle McIntosh Center
Under Negotiation: Terms and Conditions of Lease Payment

Reconvene in regular session in the City Council Chamber.

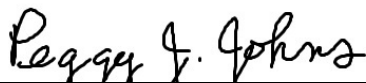
Report on whether any reportable action was taken on matters considered during Closed Session.

ADJOURNMENT

The next Regular Meeting of the City Council will be December 11, 2012, at 7:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, 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 La Paz Center by November 21, 2012, at 5:00PM.



PEGGY J. JOHNS, CITY CLERK

November 21, 2012

DATE

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

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

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
NOVEMBER 13, 2012**

CALL TO ORDER

Mayor Carruth called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:02 PM in the Laguna Hills City Council Chamber, 24305 El Toro Road, Laguna Hills.

PLEDGE OF ALLEGIANCE: Council Member Bressette

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Carruth, Mayor Pro Tempore Lautenschleger, Council Member Bressette, Council Member Kogerman, and Council Member Songstad

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ADAM WONG WAS NOT PRESENT AT THE MEETING.

2. PUBLIC COMMENTS

LAGUNA HILLS HIGH SCHOOL HAWK CHALLENGE

Teresa Bonutto, Laguna Hills, spoke on the success of the Laguna Hills High School Hawk Challenge, held on Monday, November 12, 2012, (observed Veteran's Day) honoring the 3/5 Marine Battalion.

TEEN DARK HORSE COMMITTEE

Teresa Bonutto, Laguna Hills, indicated Teen Dark Horse, in conjunction with Win-Win Wednesday at Polly's Pies in Laguna Hills on November 21, 2012, was selling pies to be delivered to the family members of the 3/5 Marine Battalion. In addition, a portion of the proceeds from Win-Win Wednesday would be going to the families of the Marines.

3. MINUTES

3.1 REGULAR MEETING, OCTOBER 23, 2012

**MOTION TO APPROVE THE MINUTES OF THE OCTOBER 23, 2012, REGULAR MEETING, BY M/COUNCIL MEMBER SONGSTAD, S/MAYOR PRO TEMPORE LAUTENSCHLEGER.
APPROVED BY A VOTE OF 5-0.**

4. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 5-0.**

- 4.1 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED

THE CITY COUNCIL WAIVED READING OF ORDINANCES AND RESOLUTIONS.

- 4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED NOVEMBER 13, 2012

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$488,360.69.

- 4.3 2012-13 CIVIC CENTER BUDGET - BUDGET AMENDMENT

THE CITY COUNCIL APPROVED AN AMENDMENT TO THE 2012-13 CIVIC CENTER BUDGET IN THE AMOUNT OF \$25,000.

- 4.4 GRANT OF WATERLINE EASEMENT TO THE EL TORO WATER DISTRICT AT THE LAGUNA HILLS CIVIC CENTER

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2012-11-13-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, GRANTING A WATERLINE EASEMENT TO THE EL TORO WATER DISTRICT AT THE LAGUNA HILLS CIVIC CENTER, AND APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE DEED OF EASEMENT.

- 4.5 GRANT OF WATERLINE EASEMENT FOR A RECYCLED WATERLINE TO THE EL TORO WATER DISTRICT AT VEEH RANCH PARK

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2012-11-13-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, GRANTING A WATERLINE EASEMENT FOR A RECYCLED WATERLINE TO THE EL TORO WATER DISTRICT AT VEEH RANCH PARK, APPROVED AND AUTHORIZED THE MAYOR TO EXECUTE THE

DEED OF EASEMENT, AND APPROVED AND AUTHORIZED THE MAYOR TO EXECUTE THE ACCEPTANCE AGREEMENT.

- 4.6 AUTHORIZATION TO FILE A GRANT APPLICATION WITH THE STATE DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY FOR RUBBERIZED ASPHALT CONCRETE FUNDING IN COOPERATION WITH THE CITY OF LAGUNA WOODS

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2012-11-13-3, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR GRANT FUNDING FROM THE SB 1346 RUBBERIZED ASPHALT CONCRETE GRANT PROGRAM.

- 4.7 AWARD OF CONTRACT FOR COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A

THE CITY COUNCIL DENIED THE BID PROTEST BY ACR BUILDERS, INC., DIRECTED THE CITY ENGINEER TO ISSUE A RESPONSE TO THE NOTICE OF BID PROTEST BY ACR BUILDERS, INC., AND AWARD THE CONTRACT FOR THE COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A, TO THE APPARENT LOW BIDDER, NICK STAVRIANOPOULOS CONSTRUCTION AND PAINTING.

- 4.8 PROGRESS PAYMENT NO. 19 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 19, IN THE NET AMOUNT OF \$63,617.73, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

5. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:07 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Carruth, Vice Chair Lautenschleger, Agency Member Bressette, Agency Member Kogerman, and Agency Member Songstad

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, OCTOBER 23, 2012

MOTION TO APPROVE THE MINUTES OF THE OCTOBER 23, 2012, REGULAR MEETING, BY M/AGENCY MEMBER KOGERMAN, S/AGENCY MEMBER BRESSETTE.

APPROVED BY A VOTE OF 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

6. JOINT MEETING OF THE PLANNING AGENCY AND CITY COUNCIL TO CONSIDER THE PROPOSED LAND USE AND DEVELOPMENT ENTITLEMENTS AND ADOPTION OF A PROPOSED DEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF THE OAKBROOK VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA CARLOTA

6.1 ROLL CALL OF PLANNING AGENCY AND CITY COUNCIL MEMBERS

Mayor/Chair Carruth, Mayor Pro Tempore/Vice Chair Lautenschleger, Council Member/Agency Member Bressette, Council Member/Agency Member Kogerman, and Council Member/Agency Member Songstad

6.2 PUBLIC COMMENTS

There were no Public Comments.

6.3 PUBLIC HEARING

6.3.1 SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/ CONDITIONAL USE PERMIT/ PARKING USE PERMIT/VESTING TENTATIVE TRACT MAP/PRECISE PLAN/ DEVELOPMENT AGREEMENT NO. 12-11-2137, A REQUEST BY LAGUNA HILLS INVESTMENT COMPANY TO REDEVELOP OAKBROOK VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA CARLOTA.

Chair/Mayor Carruth opened the Public Hearing.

John Loper, representative of Palm Tree Communities Consulting, Inc., spoke on the redevelopment of Oakbrook Village Shopping Center and answered questions from the City Council/Planning Agency Members. Mr. Loper indicated that he had received letters from the Golden Rain Foundation and had analyzed their concerns.

Mike Winter, representative of Sares-Regis Group, gave background on his company and the potential success of this project.

Donna Varner, Mission Viejo, South Orange County Regional Chamber of Commerce, spoke in support of the project.

Vicki Fetterman, ex-director of South Orange County Regional Chamber of Commerce, spoke in support of the project.

Tony Dauer, Laguna Woods, spoke in opposition to the project.

Coralee Newman, Government Solutions, expressed concern about the lack of sufficient advance notification of the project.

Robert Hawkins, Attorney for Laguna Woods Foundation, referenced his comment letter that was distributed to the City Council regarding the use of the Addendum to the EIR.

Dr. Dore Gilbert, Council-Member Elect, inquired about sales tax impact fees.

Joe Molanero, Traffic Engineer for the project, clarified information in the traffic study.

Mayor/Chair Carruth closed the Public Hearing.

- (1) THE PLANNING AGENCY AND CITY COUNCIL CONDUCTED A JOINT PUBLIC HEARING AND INDEPENDENTLY ADOPTED THE "ADDENDUM TO THE CITY OF LAGUNA HILLS GENERAL PLAN UPDATE EIR - OAKBROOK RESIDENTIAL PROJECT" ALONG WITH THE "CITY OF LAGUNA HILLS GENERAL PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT (STATE CLEARING HOUSE NO. 20080811100)" AND FOUND THAT NO ADDITIONAL ENVIRONMENTAL DOCUMENTATION WAS REQUIRED UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO PUBLIC RESOURCES CODE SECTIONS 21166 AND 21083.3, AND CEQA GUIDELINES SECTIONS 15168, 15162, 15164, AND 15183 FOR THE REASONS SET FORTH IN RESOLUTION NO. PA2012-11-13-1 AND ORDINANCE NO. 2012-4, BY M/AGENCY MEMBER/COUNCIL MEMBER SONGSTAD, S/AGENCY MEMBER/COUNCIL MEMBER BRESSETTE.**

APPROVED BY A VOTE OF 5-0.

- (2) THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2012-11-13-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/CONDITIONAL USE PERMIT/PARKING USE**

**PERMIT/VESTING TENTATIVE TRACT MAP/PRECISE
PLAN/DEVELOPMENT AGREEMENT NO. 12-11-2137, A REQUEST BY
LAGUNA HILLS INVESTMENT COMPANY TO REDEVELOP OAKBROOK
VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA
CARLOTA, WITH AN AMENDMENT TO DELETE CONDITION NO. 35,
MODIFY TEXT ON CONDITION NO. 51; AND DELETE PARAGRAPHS D, I,
AND J TO CONDITION NO. 55, BY/AGENCY MEMBER BRESSETTE,
S/AGENCY MEMBER KOGERMAN.
APPROVED BY A VOTE OF 5-0.**

- (3) THE CITY COUNCIL INTRODUCED AN ORDINANCE ENTITLED: "AN
ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING
AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
LAGUNA HILLS AND LAGUNA HILLS INVESTMENT COMPANY FOR THE
OAKBROOK VILLAGE SHOPPING CENTER REDEVELOPMENT PROJECT,"
BY/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.**

JOINT PLANNING AGENCY/CITY COUNCIL ADJOURNMENT

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

7.2 Deputy City Manager/Community Services

7.2.1 WEBSITE COMMUNITY BULLETIN BOARD

**THE CITY COUNCIL AUTHORIZED STAFF TO DEVELOP A COMMUNITY
BULLETIN BOARD PRESENCE ON THE CITY'S WEBSITE FOR THE POSTING
OF NONCOMMERCIAL MESSAGES TO PROMOTE LOCAL COMMUNITY
EVENTS AND ACTIVITIES IN ACCORDANCE WITH THE DRAFT
ADMINISTRATIVE POLICY, BY M/COUNCIL MEMBER BRESSETTE,
S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 5-0.**

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

8.1 COUNCIL MEMBER BRESSETTE

8.1.1 DROWNING PREVENTION INFORMATION PROGRAM

**THE CITY COUNCIL DIRECTED CITY STAFF TO WORK WITH THE ORANGE
COUNTY FIRE AUTHORITY IN DEVELOPING A PILOT PROGRAM THAT
WOULD ENSURE THAT ALL PROPERTY OWNERS AND RESIDENTS WERE
PROVIDED WITH POOL SAFETY AND DROWNING PREVENTION**

**EDUCATIONAL INFORMATION COINCIDENT WITH THE CONSTRUCTION OF A SWIMMING POOL, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 5-0.**

9. CITY COUNCIL MEMBER COMMENTS

COUNCIL MEMBER BRESSETTE

Council Member Bressette reported on his attendance, on behalf of the City, at the Local Agency Investment Fund Conference held on November 1, 2012.

Council Member Bressette indicated that the Laguna Hills High School Win-Win-Wednesday Program was a benefit to the community by increasing sales revenues for local restaurants while raising money for various activities at Laguna Hills High School. Council Member Bressette was happy to report that the 3/5 Marine families would be receiving donated pies and also a portion of the proceeds from the Win-Win Wednesday Program, to be conducted on November 21, 2012 at Polly's Pies in Laguna Hills.

10. CLOSED SESSION

Mayor Carruth recessed the meeting into Closed Session at 10:35 PM.

10.1 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6(a)

City Designated Representative: Bruce Channing, City Manager, and
Don White, Assistant City Manager

Employee Organization: Laguna Hills City Employees Association
City Employee Organization

10.2 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Negotiator: John Goss, Labor Representative

Unrepresented Employee: City Manager

Under Negotiation: Terms and Conditions of Employment

10.3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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

Public Employee Title: City Manager - Annual Performance Evaluation

Mayor Carruth reconvened the meeting at 11:40 PM. All Council Members were present.

City Attorney Simonian indicated that no reportable action was taken by the City Council in Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 11:45 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

MELODY CARRUTH, MAYOR

APPROVED AT MEETING OF _____



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 27, 2012
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
NOVEMBER 27, 2012.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$893,033.08.

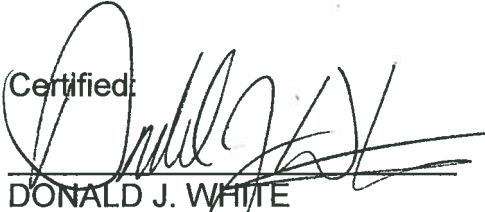
SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

11-20-12
DATE

FISCAL IMPACT:

The warrant register total is \$893,033.08.

ATTACHMENTS:

1. Warrant Register

CITY OF LAGUNA HILLS
WARRANT REGISTER
November 27, 2012

11/27/2012 ITEM NO. 4.1

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:				
ALICEA, MIA		Contract Instructor Fee, Dancing Fall Session, Community Services	8804360	\$ 1,325.10
AT&T- CALNET 2		Communication Expense, Alarm System, 2-Way Line, Switchboard, Modem, T-1 Line and Traffic Control, Oct '12	8804343	2,133.93
AT&T MOBILITY		Wireless Service, Oct '12	8804341	60.92
BANK OF AMERICA		Departmental Operating Expenditures, Oct '12	8804344	10,459.44
BRESSETTE, RANDAL		Travel Reimbursement, Council, Oct '12	8804345	438.38
CHEVRON		Vehicle Fuel, Oct '12	8804346-350	2,341.75
COX COMMUNICATION		Communication Expense, Traffic Control, Nov '12	8804373	179.00
CSMFO, OC CHAPTER		Employee Training, Administrative Services, Dec '12	8804374	115.00
CYBERSOURCE CORPORATION		eCommerce Payment Gateway Service, Online Permits, Community Development, Oct '12	8804375	29.00
IRVINE RANCH WATER DISTRICT		Water Usage, Parks, Oct '12	8804385	172.26
JAVED, HUMZA		Mileage Reimbursement, Public Works, Oct '12	8804351	36.63
MEMORIAL CARE		Refund, PUP Fees, CR# 44917	8804389	1,975.00
MOULTON NIGUEL WATER DISTRICT		Water Usage, Parks, Oct '12	8804352	26,360.77
OCCMA		Meeting Expense, Administrative Services, Dec '12	8804392	325.00
RAMIREZ, CHRISTINA		Mileage Reimbursement, Administrative Services, Sep - Nov '12	8804399	7.49
REFUND, FACILITY RENTAL DEPOSIT		H. Suzuki, V# 2002326.002	8804353	250.00
REFUND, FACILITY RENTAL DEPOSIT		A. Djowmarzadeh, V# 2002586.002	8804354	500.00
REFUND, FACILITY RENTAL DEPOSIT		N. Dressler, V# 2002591.002	8804355	250.00
REFUND, FACILITY RENTAL DEPOSIT		L. Ayala, V# 2002592.002	8804400	500.00
REFUND, FACILITY RENTAL DEPOSIT		A. Chavez, V# 2002593.002	8804401	475.00
REYES, JANICE MATEO		Petty Cash Replenishment, Departmental Operating Expenditures, Nov '12	8804402	945.34
SAN DIEGO GAS & ELECTRIC		Electric Usage, Street Lights, Oct '12	8804356	12,435.31
SAN DIEGO GAS & ELECTRIC		Electric Usage, Community Center, Traffic Control and Street Lights, Oct '12	8804404	24,119.29

CITY OF LAGUNA HILLS
WARRANT REGISTER
November 27, 2012

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
SMART & FINAL	Program Supplies, Community Services, Oct '12	8804407	326.04
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Oct '12	8804357	597.60
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Oct '12	8804411	9,013.18
SPARKLETT'S	Operating Supplies, Community Services, Oct '12	8804412	62.13
SPRINT	Communication Expense, Community Services, Oct '12	8804413	147.25
TARGET STORES	Program Supplies, Community Services, Sep '12	8804358	39.61
VERIZON WIRELESS	Communication Expense, Oct '12	8804419	802.43
WELLS FARGO FINANCIAL LEASING	Lease - Copier, Community Center, Dec '12	8804420	571.60
Total Prepaid Warrants:			\$ 96,994.45

REGULAR WARRANTS:

A. C. LANDSCAPE, INC.	Water Management Services, Irrigation Repairs, Nov '12	8804359	\$ 3,755.44
ANIMAL PEST MGMT SERVICES, INC.	Coyote Control Program, Oct '12	8804361	500.00
ASSOCIATION OF CA CITIES -OC	Membership, Administrative Services, 2013	8804362	9,981.25
BEE MAN, THE	Bee Removal, Parks, Nov '12	8804363	325.00
BUREAU VERITAS NORTH AMERICA	Professional Fees, NPDES CIP # 410	8804364	1,680.00
C&D ELECTRIC, INC.	Lighting Repairs, Parks, Oct '12	8804365	65.00
CALIF PARK & REC SOCIETY, INC.	Membership, Community Services, FY 12/13	8804366	145.00
CALIFORNIA YELLOW CAB	Dial-a-Taxi Senior Transportation Program, Oct '12	8804367	200.00
CARRINO, MARGARET	Professional Fees, Paleontology, Community Services, Oct '12	8804368	62.50
CDW GOVERNMENT, INC.	Computer Software, Administrative Services, Oct '12	8804369	1,629.00
CHARLES ABBOTT ASSOCIATES, INC	Professional Fees, Plan Checking and Building & Safety Services, Oct '12	8804370	9,151.55
CITY CLERKS ASSOC. OF CA	Membership, City Clerk, FY 2013	8804371	165.00
COMPLETE OFFICE OF CALIFORNIA	Office Supplies, Community Center, Nov '12	8804372	98.08
DUNBAR ARMORED, INC.	Courier Fee, Armored Transport, Nov '12	8804376	124.97

CITY OF LAGUNA HILLS
WARRANT REGISTER
November 27, 2012

11/27/2012 ITEM NO. 4.1

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
ECONOMICS, INC.		Professional Fees, Recycling Program, Oct '12	8804377	2,081.24
ELKINS, CHRISTINA		Contract Instructor Fee, Dancing Fall Session, Community Services	8804378	240.10
FAUBEL PUBLIC AFFAIRS		Professional Fees, Combined Issue, City Views/Community Services Winter 2012 Activity Guide	8804379	700.00
GOVPARTNER		Hosting Fees, Request Partner, Nov '12	8804380	500.00
HARTZOG & CRABILL, INC.		Professional Fees, Traffic Engineering Services, Oct '12	8804381	9,075.40
HENRY, LUCIA		Contract Instructor Fee, Ceramics Fall Session, Community Services	8804382	227.50
HILLCREST CONTRACTING		Final Payment #7, El Toro Rd @ Carlota Street Improvements CIP # 164	8804383	61,610.97
ICMA		Membership, Administrative Services, 2013	8804384	1,400.00
JAMEY CLARK, INC.		Miscellaneous Park Repairs, Janitorial Services and Graffiti Removal, Oct '12	8804386	4,432.30
JCTEES.COM CORPORATION		Uniforms, Community Services, Oct '12	8804387	2,332.97
MOSS, LEVY & HARTZHEIM LLP		Professional Fees, FY 11/12 Financial Audit Services, Oct '12	8804390	2,400.00
NIEVES LANDSCAPE, INC.		Monthly Maintenance and Other Assorted Landscape Services, Oct - Nov '12	8804391	83,270.55
OFFICE SOLUTIONS		Office and Operating Supplies, Oct - Nov '12	8804393	1,173.16
ORANGE COUNTY FIRE AUTHORITY		Remittance, Fire Fees Collected, Oct '12	8804394	2,117.00
ORANGE COUNTY REGISTER		Subscription, Community Center, 11/16/12 - 1/11/13	8804395	101.72
ORANGE COUNTY REGISTER-FREEDOM		Legal Advertising, City Clerk, Oct '12	8804396	358.86
ORANGE COUNTY TREASURER		Law Enforcement Services, Nov '12	8804388	552,764.00
QUEST DIAGNOSTICS		Pre-employment Drug Testing, Oct '12	8804397	53.94
QUIKSILVER COURIER		Delivery Service, Oct '12	8804398	59.28
RPW SERVICES, INC.		Rodent Control, Parks, Oct '12	8804403	1,560.00
SECURE LIVE SCAN		Pre-employment Fingerprinting, Oct '12	8804405	30.00
SIGNATURE CONTRACTORS		Progress Payment #5, Sports Complex Renovations CIP # 514	8804406	1,578.47
SOCAL OFFICE TECHNOLOGIES		Printer, Maintenance and Supplies, Aug - Sep '12	8804408	899.11
SOUTH COAST WATERS		Facility Maintenance, Water Feature, Community Center, Nov '12	8804409	475.00
SOUTHERN CALIF MUN ATHLETIC		Insurance, Contract Instructors and Sports League Officials, Community Services	8804410	360.00

CITY OF LAGUNA HILLS
WARRANT REGISTER
November 27, 2012

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting, Oct '12	8804414	64.00
STATE WATER RESOURCES CONTROL	NPDES, Annual Permit Fees, FY 12/13	8804415	23,326.00
SUNSET PROPERTY SERVICES	Street Sweeping, Oct '12	8804416	11,845.25
THE ACTIVE NETWORK	Program Expense, 1/2 Marathon and 5K Event, Community Services	8804417	290.00
TRANSACT TECHNOLOGIES, INC	Office Supplies, Nov '12	8804418	97.44
WEST COAST ARBORISTS, INC.	Tree Planting, Urban Reforestation, CIP # 320 and Tree Trimming, Sep '12	8804421	1,780.00
XEROX CORPORATION	Usage - Copier, City Hall, Oct '12	8804422	951.58
Total Regular Warrants:		\$	796,038.63
**WARRANT REGISTER TOTAL **		\$	893,033.08



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER**

**ISSUE: INITIATION OF THE PUBLIC PARTICIPATION PROCESS AND DESIGN
SERVICES FOR THE LA PAZ OPEN SPACE PROJECT, CIP NO. 615A**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROFESSIONAL
SERVICES AGREEMENT WITH RICHARD FISHER ASSOCIATES FOR LANDSCAPE
ARCHITECTURE DESIGN SERVICES FOR THE LA PAZ OPEN SPACE PROJECT, CIP
NO. 615A**

SUMMARY:

The expansion and remodeling of the shopping center at the northeast corner of Moulton Parkway at La Paz Road, known as the Moulton/La Paz Shopping Center, was approved by the Planning Agency on April 24, 2012, as SDPM/CUP/PUP-12-11-2131. A component of that project approval included the City's sale of a parcel of land to the Shopping Center in order to fund the related City project to landscape the open space parcel on the north side of La Paz Road from Moulton Parkway to Alameda Avenue. The City is now in possession of the funds to move forward with the design and implementation of the open space improvements. To start the project, the City issued a Request for Proposal to six Landscape Architecture firms for design services and the public participation process. Four firms submitted proposals and three firms were interviewed. The interview panel recommends Richard Fisher Associates be selected for this project design. It is recommended the City Council approve the attached Professional Services Agreement with Richard Fisher Associates for Landscape Architecture Design Services for the La Paz Open Space Project, CIP No. 615A, including the initiation of the public participation process.

BACKGROUND:

The La Paz Open Space Project between Moulton Parkway and Alameda Avenue, CIP No. 615A, is the first phase of a multi-phase project incorporated into the Capital Improvement Program to establish a riparian corridor with trails and related amenities on

the City's property. The ability to move forward with this Project is directly the result of funding that has become available to the City from the development of the Moulton/La Paz Shopping Center. The expansion and remodeling of the Shopping Center at the northeast corner of Moulton Parkway at La Paz Road was approved by the Planning Agency on April 24, 2012, as SDPM/CUP/PUP-12-11-2131. The Shopping Center project anticipated the sale of a City parcel to the Shopping Center and that transaction has been completed. The City is now in possession of the necessary funds to move forward with the design and implementation of the open space improvements on the north side of La Paz Road from Moulton Parkway to Alameda Avenue.

A La Paz Open Space concept plan was presented to the City Council at the April 24, 2012, meeting for information purposes and to convey a likely improvement scenario. The sketch of this preliminary improvement plan is attached. This plan includes both riding and hiking trails, pedestrian amenities (benches and drinking fountain), low level lighting along the bike trail, riparian style native landscaping, a dry creekbed, the continuation of street trees along La Paz Road, screening landscape of "Building D" at the rear of the Moulton/La Paz Shopping Center, incorporation of water quality features and landscaping complementary to the Shopping Center along the La Paz Road frontage. To finalize the design of the Project, staff and the selected Consultant will implement the "Park Site Planning" Policy of the City Council to meet with the interested neighborhood to generate improvement ideas for the open space area, refine and prepare alternative improvement options, present the plans to the Parks and Recreation Commission, and submit a final design recommendation to the City Council for approval prior to preparing the construction documents.

The City issued a Request for Proposal to six Landscape Architecture firms to start the selection process of the Consultant. The selection process for professional services followed the Qualifications Based Selection procedure ("two envelope system") to identify the best qualified Consultant followed by a review and negotiation of the professional fee. Four firms submitted proposals and three firms with satisfactory proposals were interviewed. The Interview Panel, consisting of the Senior Management Analyst, Community Development Director and Associate Civil Engineer, interviewed the Consultants on November 16, 2012. The Panel recommends a Professional Services Agreement be entered into with Richard Fisher Associates as the best qualified firm. Following that selection, the professional fees were reviewed. Per staff's request, Richard Fisher Associates adjusted their fees downward. The attached standard form Professional Services Agreement includes the full proposal of the Consultant as an attachment.

FISCAL IMPACT:

The La Paz Open Space Project, CIP No. 615A, is included in the 2013/14 Fiscal Year Capital Improvement Program Budget. An acceleration of the budget for the design into the current fiscal year, and construction costs into the 2013/14 fiscal year, will keep the City's project schedule consistent with the Shopping Center development schedule and

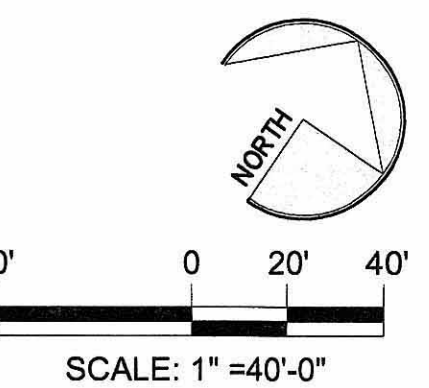
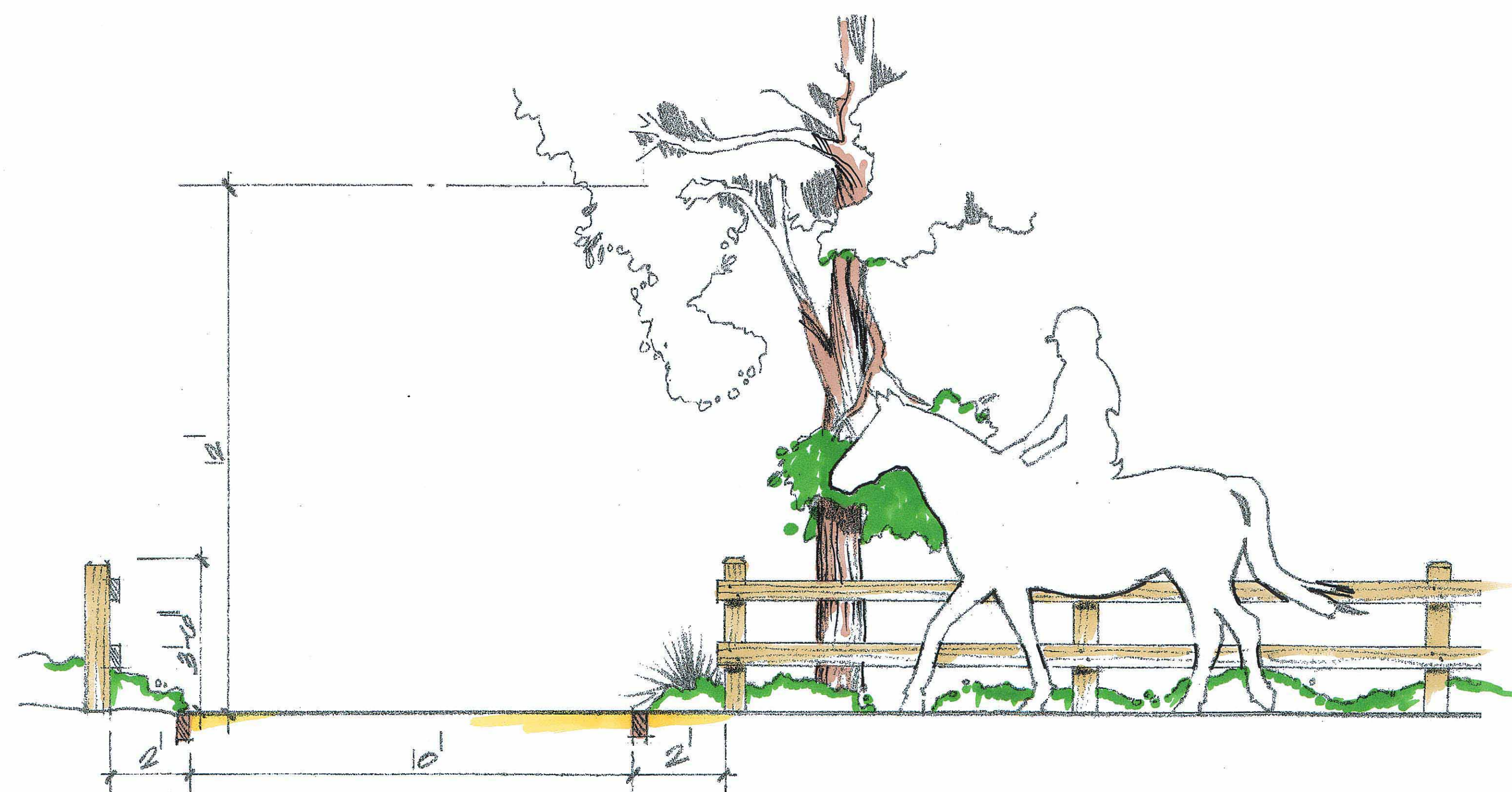
will be addressed through a mid-year budget amendment. The Landscape Architecture Design Services for Richard Fisher Associates are \$139,927.50 and are within the budget.

CEQA FINDINGS:

The City of Laguna Hills, as lead agency, prepared a Program Environmental Impact Report entitled City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse #20080811100 ("PEIR"). The City Council for the City of Laguna Hills certified the PEIR on July 14, 2009. The City filed a Notice of Determination on July 15, 2009. The Moulton La Paz Project, including the La Paz Open Space Project, was expressly anticipated and studied in the PEIR. The City prepared an initial study checklist and determined that the Moulton La Paz Project, including the La Paz Open Space Project, is within the scope of the PEIR. Based on the initial study completed, the Moulton La Paz Project, including the La Paz Open Space Project, will not result in any new significant adverse effects that were not examined in the Program EIR, or require any new mitigation measures pursuant to CEQA Guidelines Section 15162. The applicable mitigation measures identified in the PEIR will be incorporated into the design of the Project. The City has determined, therefore, that no additional documentation is required. (Public Resources Code §§ 21083.3, 21166; Cal. Code Regs., Tit. 14, §§ 15168, 15162, 15183.)

ATTACHMENTS:

- Sketch of La Paz Open Space Preliminary Plan
- Professional Services Agreement



11/27/2012 ITEM NO. 4

LA PAZ OPEN SPACE

CITY OF LAGUNA HILLS

MARCH 2012

PRELIMINARY CONCEPT



PROFESSIONAL SERVICES AGREEMENT

Richard Fisher Associates

(Landscape Architecture Design Services for the La Paz Open Space Project)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this ____ day of _____ 2012, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and RICHARD FISHER ASSOCIATESa California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a licensed landscape architecture consulting firm to assist the City with design services for the development of plans, specifications and construction estimates for the landscape development of the La Paz Open Space located on the northerly side of La Paz Road from Alameda Avenue to Moulton Parkway, as well as to provide other related and ancillary services (the "Project").

B. Consultant has submitted to City a proposal, dated November 7, 2012, to provide professional landscape architecture consultant services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such landscape architecture professional services.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Proposal/Scope of Work, dated November 7, 2012, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work") for the Project. As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this

Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's services and work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original November 7, 2012 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply with all applicable Federal, State, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any services, Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the

Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of one hundred thirty nine thousand nine hundred dollars (\$139,927.50) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Work may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional

compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect until completion of the Services, except as otherwise provided in the Schedule of Performance (Exhibit "A") and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees,

were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the

Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

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

B. Workers’ Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers’ compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant either: (a) shall certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

- 5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.
- 5.3.2. For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3. Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance

premium, the notice provided to City shall be by ten (10) days prior written notice.

- 5.3.5 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.8 Consultant agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.
- 5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Verification of Coverage. Consultant shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness, or willful misconduct of Consultant to any extent, then City shall reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs, and expenses that were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

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

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by

Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections

and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

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

8.4 Default of Consultant.

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

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

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

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant,

condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their

employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

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

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2633

To Consultant:

Richard Fisher Associates
Attention: Richard Fisher, President
2001 East First Street, Suite 160
Santa Ana, California 92705
Telephone: (714) 245-9270
Facsimile: (714) 245-9275

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

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

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

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

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

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he is signing is bound.

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

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
CITY OF LAGUNA HILLS,
a California municipal corporation

MELODY CARRUTH,
Mayor

ATTEST:

(SEAL)

PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”

RICHARD FISHER ASSOCIATESa
California corporation

By: _____
Richard Fisher, President

By: _____

Secretary

EXHIBIT “A”

November 7, 2012 PROPOSAL/ SCOPE OF WORK
INCLUDING,
SCHEDULE OF PERFORMANCE
AND
SCHEDULE OF COMPENSATION/ FEES

Proposal for

**LANDSCAPE ARCHITECTURAL SERVICES
FOR THE LA PAZ ROAD OPEN SPACE
CIP NO. 615**



November 7, 2012



Richard Fisher Associates • Landscape Architects
2001 E. First Street • Suite 160 • Santa Ana, CA 92705
(714) 245-9270 • rfisher@rfaland.com



November 7, 2012

Ken Rosenfield
Director of Public Services / City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

**Subject: Proposal for Landscape Architectural Services for
La Paz Road Open Space Project (Alameda to Moulton) CIP No. 615**

Dear Selection Committee:

Thank you for the opportunity to propose *Landscape Architectural Services for the La Paz Road Open Space Project*, from Alameda Avenue to Moulton Parkway. We would be very pleased to be selected to work with City staff on this project, providing Preliminary Design Concept Plans, Biddable Documents in support of the selected Concept Plan, and Construction Support Services. This Proposal, in which we hope to convince the City it is in their best interest to select **Richard Fisher Associates** for this assignment, is in response to the October 10, 2012 RFP for development of this existing open space area.

Richard Fisher Associates has been very fortunate to have had an exceptional opportunity to provide Landscape Architectural Services on a continuing basis for park renovation and limited new park development during the entire 20 ½ year tenure of cityhood in the **City of Laguna Hills**. In this period, **RFA** has served in an advisory capacity for small and/or unique assignments relating to Landscape Architectural issues; has provided many years of input for CIP project budgeting; has prepared multiple Conceptual Design Plans for parks and public landscaping throughout the City, followed by presentations to both the Parks & Recreation Commission and City Council in a selection of the preferred Concept Plan; has provided thorough and highly accurate Plans & Specifications which have assured the construction of improvements just as were committed to the City Council and community members; and has served on City teams to provide Construction Support Services for nearly each project.

For the *La Paz Road Open Space Project*, we offer the same key firm members as for most of the above described services. Dick Fisher offers 20 ½ years of service to Laguna Hills, Jim Collison also offers 20 ½ years of service, and Steve Schwartz offers 7 years of service to the **City of Laguna Hills**.

Specific to this *La Paz Road Open Space Project*, **RFA** has already provided Landscape Architectural Services in the preparation of two Conceptual Design Plans for this project during the past three years, provided Estimates of Probable Construction Costs for the eventual construction of this project; served on an earlier design team for development of very preliminary design solutions to the narrowed open space parcel adjacent to the proposed expansion of the commercial center, and already conducted a thorough site analysis prior to the preparation of those Conceptual Plans. **RFA's** team members are intimately familiar with the City's adopted *Bikeways, Trails & Open Space Master Plan*, both as it applies to this site and as it envisions trails and open space development throughout the **City of Laguna Hills**.

As Principal of **Richard Fisher Associates**, having already served as Project Manager to all Landscape Architectural assignments over the past 20 ½ years, Dick Fisher is well known by the Parks & Recreation Commission and the current City Council members. As a known professional and successful leader for so many previous parks and trails projects, the City policy-makers can mentally set aside any concerns about whether the presenter of Conceptual Plans knows how to successfully achieve their City's needs, and can, instead, totally focus their thoughts on which Conceptual Plan best represents a design solution that is ideal for the *La Paz Road Open Space Project's* development.

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Another key advantage in selecting **Richard Fisher Associates** as the provider of professional services for the *La Paz Road Open Space Project* is the fact that City staff will spend only a fraction of staff time and effort which might be necessary to bring other Consultants up to speed on the unique challenges in successfully developing this long-time open space area. **RFA** is familiar with the Commercial Center Expansion plans, and, in fact, has included on our consulting team the same Civil Engineer who serves on the Commercial Center Expansion Plans' development. He will be providing Topographic Surveying and Civil Engineering plans for the Open Space area, and can assure the close coordination with the water quality plan and drainage concepts being developed for the Commercial Center Expansion. **RFA** team members have already been participants in numerous discussions with this Civil Engineer in the early plan development for the retention and water quality basin which will be located within the La Paz Open Space area directly easterly of the Commercial Center expansion.

As the *La Paz Road Open Space Project* should offer state-of-the-art design solutions for water quality improvement prior to any overflows into the main storm drain system, **RFA** will apply the wealth of knowledge gained from the water quality improvements which were designed and constructed within the **City of Laguna Hills'** relatively-recent Oso Parkway Open Space Project. And, in addition to the inclusion of experienced team members serving on that high quality project, the **RFA** team has now also added an expert in native meadow grass ecology and sustainable landscapes. John Greenlee has provided his expertise to open space projects throughout much of southern California and many parts of the world, as clients have sought out his knowledge in developing low maintenance, drought tolerant meadow grasses for projects with both aesthetic and horticultural goals very similar to those proposed for the *La Paz Road Open Space Project's* central core area.

Finally, **Richard Fisher Associates** has an impressive list of successful open space projects as well as many miles of riding and hiking trail development for Orange County and municipal trails for public agency clients in many areas of southern California. Experience gained from successes in these previous projects is now offered as an integral part of the **RFA** team's professional expertise.

Within this Proposal and as a hopeful participant in follow-up interview opportunities, we hope we can successfully achieve the rating as the best Consultant for your exciting *La Paz Road Open Space Project*.

Thank you again, and we look forward to continuing our dialog with your City team.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard A. Fisher", with a stylized flourish at the end.

Richard A. Fisher, LA 1429
President



Executive Summary

Richard Fisher Associates submits this Proposal with an exceptional understanding of what this proposed project will likely be; what efforts will be required by the Consultant to provide the professional services to accomplish the project; what resources are available by the City staff; the review and approval processes used in the **City of Laguna Hills** for park and open space projects; and the importance of accurate and thorough Construction Documents to assure the lowest responsible Bidder will be required to perform the work and provide the materials which meet the City standards.

This Proposal summarizes our project understanding, our goals for this specific open space area and the regional open space spine in providing our professional services, and how we will approach the Conceptual Planning, Construction Documents, and Construction Support Services. Next, we provide our exceptional qualifications and experience in parks and open space design, along with **RFA's** unparalleled experience in providing these services to the **City of Laguna Hills**, our exceptional depth of experience in public presentations to community members, Commissioners and Council members, and several very similar projects which provide us with very specific experience which will serve this project well.

The diverse professional expertise of the Consulting Team's professional expertise, and their respective roles for this project are summarized for your understanding and your confidence this project will be well served.

A detailed Scope of Work is then defined for all tasks necessary to take the project from Conceptual Planning to Construction Completion.

In summary of what the **Richard Fisher Associates'** Proposal wishes to communicate to the City, the following list of bullet points briefly lists 18 advantages offered to the **City of Laguna Hills** by **RFA**.

ADVANTAGES RICHARD FISHER ASSOCIATES BRINGS TO THIS PROJECT

Richard Fisher Associates offers a strong experience level with the **City of Laguna Hills**, unparalleled by any other Landscape Architectural firm. Because of this, there are numerous advantages which may be exercised through the selection of our firm, to include the following:

1. Richard Fisher Associates has provided design services for 16 park projects for the City; 22 streetscape projects for the City; and 47 minor consulting assignments for the City in its 20 ½ year cityhood.
2. RFA has an exceptional understanding of the level of renovation and amenities' upgrades undertaken by the City of Laguna Hills for all of its parks, trails and open space areas, and streetscapes since becoming a city.
3. RFA has an excellent working relationship with City staff; particularly Ken Rosenfield and Humza Javed in Public Services, David Reynolds and Dan Meehan in Community Services, and to a lesser degree, Don White and Bruce Channing in City Management.
4. RFA has a very positive working relationship with the Parks & Recreation Commission and current City Council; is "a known commodity" to them, which will allow them to focus on our Concept Plans without the distraction of whether the presenting Consultant understands what they want to accomplish as a City.
5. RFA has a high level of experience in interactive communications with City residents, their typical concerns, needs and expectations for parks and open space improvements.

6. RFA already has an earned relationship with MNWD; is familiar with their irrigation water protection requirements, and their reclaimed water design requirements. This will speed up their plan check cycle for the Construction Documents.
7. RFA has a working knowledge of the adopted *Bikeways, Trails & Open Space Master Plan*, which provides guidance to projects such as the La Paz Road Open Space Project.
8. RFA has already successfully accomplished the highly acclaimed Oso Parkway Open Space project as the master Project Manager and Landscape Architect, through Master Plan approval, PS&E, and comprehensive Construction Administration Services. This project is a successful pilot project for treatment of water run-off for water quality improvement prior to entering the master storm drain system.
9. RFA has already prepared two Concept Plans for this La Paz Road Open Space project. We already know the proposed amenities for the project, know the site quite well, and know the proposed commercial center expansion site plan.
10. As RFA has already prepared two of the three required Concept Plans for this project, our team will be ready for the Public / Parks & Recreation Commission presentation much sooner than any other Consultant.
11. RFA has the same Civil Engineer on our team who is serving as the Project Civil Engineer for the Commercial Center Expansion. Cal Woolsey knows the drainage, grading, and water quality basin improvements very well, as his office is designing those elements. His firm has committed to sharing their current topography for the 50' X 700' parcel with us at no additional expense. RFA and Fuscoe Engineering have already worked together as design team members on the Open Space / Commercial Center Project's preliminary design phase in 2009. His team involvement gives us a current understanding of drainage emanating from and water quality treatment of runoff from the Commercial Center Expansion.
12. RFA has already prepared a detailed Estimate of Probable Construction Costs for the proposed project, so comes to this Proposal phase with a detailed understanding of what level of development would be compatible with budgeted funds for the project.
13. RFA is intimately familiar with the Technical Specifications used by the City of Laguna Hills for publicly-bid projects, and has all text-formatting, Bid Forms, and General Provisions sections which need to be customized for each project. RFA can prepare the Specifications with much less City staff time needed for guidance.
14. RFA, and specifically Dick Fisher, has more than a 5-year working relationship with the County of Orange's Regional Recreational Trail Coordinator. This will expedite the design of the County trail segment within the project.
15. RFA already has the City-approved details for hardscape improvements, such as Equestrian Trail fencing, DG trail improvements, and multi-use paved trail improvements.
16. RFA already has an intimate knowledge of irrigation improvements preferred by the City. Our firm has also already worked closely with Jan Frainie on preferred tree species for parks and open space areas within the City, and worked closely with Jan on drought-responsive shrub / groundcover materials, many of which are successful components of the Oso Parkway Open Space project.
17. RFA has a consistent history of completing Professional Services to the City of Laguna Hills on schedule.
18. Finally, RFA has a consistent history of our CIP Projects being completed with no or very minor Change Orders, primarily in order to accommodate unknown field conditions encountered during construction.



Understanding & Approach

Richard Fisher Associates approaches each project as if it's unique in itself and we let the project site tell us its story. For projects such as the **La Paz Road Open Space**, with its long-term history as a regional linear open space corridor spine in the City of Laguna Hills, the story will likely be even more specialized.

For the **Landscape Architectural Services for the La Paz Road Open Space**, it is our understanding that the City wishes to conduct a Schematic Design process, consistent with the City Council Policy No. 301, Park Site Planning, to select the optimum Concept Plan for this 8.5 acre segment of the permanent open space corridor along La Paz Road. The three Concept Plans, which are to be prepared by the Consultant, will be presented in a public evaluation process at the Parks & Recreation Commission, allowing members of the community to participate in the selection of the best design concept of the three optional plans. Some of the anticipated improvements to the enhancement of this linear open space include paved bicycle / pedestrian trails with low pathway lighting; fenced DG equestrian trails with under-crossing connections at La Paz, Alameda, and Moulton Parkway; rest area amenities; a significant open native-grassed meadow area, a riparian enhanced meandering streambed to encourage water absorption within the project area; enhancement of the parkway tree plantings, a tree density upgrade for the new Commercial Center buildings as seen from La Paz Road, the inclusion of a permanent water quality basin within the site, and modified connections to the regional storm drain system.

The **Richard Fisher Associates** team will approach this project initially with a detailed site analysis to gain both a strong understanding of the purpose and functions of the linear open space, and begin the development of lists of opportunities and limitations for the enhancement of landscape plantings within the La Paz Road Open Space project.

Members of the **RFA** team with exceptional credentials for arboricultural evaluations of all existing trees, and a keenly developed knowledge of potential plant materials with strong sustainability characteristics, will conduct their respective research and evaluations.

Through our proposed horticultural analysis of all trees within the open space area, the **RFA** design team will be able to determine if any existing species may warrant additional new plantings, while tree species which are host to insects or other parasitic infestations, and those species which demand more frequent maintenance efforts, will be scheduled for removal.

One of the goals of the **RFA** team will be to select appropriate plant materials which will offer a low demand for long-term maintenance and supplemental irrigation applications. With this enhancement project allowing an opportune time for the removal of most of the old Eucalyptus trees as a part of the demolition of existing site elements, there will be an opportunity to replace them with much more desirable shade and food-bearing trees which will offer an encouragement of permanent wildlife within the corridor. In addition to creating improved trails, strategically-placed rest area improvements will offer an enjoyable passive park experience for hikers, bicyclists, and equestrian riders. Through the creation of a publicly-supported Conceptual Plan process, this document will effectively work towards the establishment of a cohesive design statement throughout this segment of the La Paz Open Space Corridor, and ultimately, set the precedent for long-term phasing of the overall regional open space corridor improvements.

As another part of this assignment, **RFA** will focus on the enhancement of shrub and groundcover plantings as well. We envision the ultimate establishment of a colorful display of native and California-friendly shrub and groundcover species within this phase of the Open Space Corridor. This will create an educational opportunity for the community's citizens on available drought-responsive landscape materials for potential residential applications. The goal to be achieved will be the creation of new and exciting plant species which are appropriate for passive open space enhancements.

The proposed **La Paz Road Open Space Conceptual Planning** process has the dual goals of creating new plant palettes which are characterized as sustainable plantings and, at the same time, developing the plant palette, which when applied to city-wide open space corridors, will provide a much stronger unification of the open space; and offering a significant contribution to the City's overall image as a low density development interlaced with significant open space areas. The Consultant is also expected to explore the development of dominant tree species and other planting treatments which, when properly sited within the overall Open Space Corridor, will create a stronger theme to the project area itself.



It is the understanding of the **Richard Fisher Associates** team that the City anticipates the Conceptual Planning process, concluded with the City Council's approval of the Preferred Concept Plan, will provide clear guidance for the preparation of Construction Documents to achieve several objectives, to include:

- Creation of a stronger design theme throughout this phase of the La Paz Open Space Corridor.
- Provide compatible plantings with, and enhancement of, the La Paz Road side of the expanded Commercial Center.
- Determine tree species which are likely to provide long-term health and enhanced aesthetic visibility to the open space corridor.
- Develop Plant Palettes which offer long-term sustainability, to include being strongly drought responsive and demanding of reduced levels of maintenance efforts.
- Provide the expansion of plant materials which offer strong seasonal color as well as provide a food source to encourage the long-term presence of desirable urban wildlife.
- Provide improved multi-use trails with rest area amenities which are appropriate for passive open space uses by the community's residents.
- Develop a water quality filtration system to upgrade any overflows into the regional storm drain system. This is consistent with the City-wide goal for on-site water quality improvement prior to entrance into the storm drain network wherever possible.

As the **Richard Fisher Associates** team members have already become intimately familiar with the existing open space area, we have developed an appreciation of the long-term contribution this regional open space creates along the La Paz Road corridor of the **City of Laguna Hills**. As a part of the refinement through the design process to offer an inviting safe environment for both faster-paced joggers and bicyclists and slower-paced strollers who may regularly enjoy stops at proposed bench locations, it will also quickly become obvious that great opportunities are available to be explored in creating a much greater unification of plantings into a strong and coherent planting design statement for the open space corridor. Our team envisions leading constructive dialogue with the community as we collectively explore the expansion of plant materials to add spring and fall tree color, intermixing of attractive deciduous trees among evergreen trees and shrubs, adding more colorful shrub and groundcover plant species which will encourage visits of butterflies and musical bird species, and, finally, alternative groundcover options to traditionally-mowed turf species in those areas where state-of-the art drought tolerant meadow grasses and other sustainable groundcovers are determined appropriate for this permanent open space area.

Through the overall planting theme development, the **RFA** team's specialized experts will formulate lists of plant materials which meet the City's goals of establishing plantings which are known as strong contributors for long-term sustainability. Drought responsive natives and California-friendly plant species, which have proven records for reduced maintenance demands, will become the recommendations for the planting program for the project.

The final professional services which will be provided by the **RFA** team will be the preparation and submittal of Construction Documents followed by Construction Support Services, as detailed in the Scope of Work section of this Proposal.



Experience

Richard Fisher Associates is a Landscape Architectural and Project Management Services firm dedicated wholly to the Municipality Agency clientele, with 183 Community and Neighborhood Park projects, 123 Streetscape projects, 8 Landscape Development Guideline Manuals and 9 Streetscape Design Standards / Guideline Manuals for 117 Public Agency Clients in its 33 year history. **Richard Fisher Associates** has also acted as Consulting City Landscape Architect for 12 Public Agency Clients and provided Plan Checking service to over 30 Public Agency Clients. In one case, these services have included serving as City Project Manager for 7 Public Parks, and a total of 30-miles of Public Trails.

Richard Fisher Associates is unique in the Landscape Industry in that we believe we are the only Design Studio dedicated solely to Municipal and Governmental Agency clientele. **RFA** was founded on the philosophy that a Municipality is not only the Client, but also an equal contributing member of the Team and the design process. While the role of our firm varies from being advisor to being a key staff support member of any particular municipality, we realize that communication and involvement of all key players is vital to the success of any project.

Our approach to projects is both passionate and pragmatic, with a strong emphasis on collaboration. Our philosophy is strongly tied to working closely together with team members with multiple areas of professional expertise and with our client. In many cases the client team members include the end users as well. Our success is measured by the realization of our goals and the gratification of creating environments that yield lasting rewards.

We recognize that our public agency clients not only answer to Council/Board members, but to its citizens as well; which is why we believe in taking an active role in the Public Participation process. **Richard Fisher Associates** takes great pride in helping public agencies make their citizens' dreams a reality.

EXPERIENCE



Open Space & Trails - In Laguna Hills, **RFA** recently provided design and construction support services for the Oso Parkway Open Space corridor which included equestrian trails and a bio swale area. In the City of Yorba Linda, **RFA** successfully designed landscape improvements at various street crossings within the El Cajon Multi-use Trail System.

Parks - **RFA** has been providing support staff services to the City of Laguna Hills for the past twenty years. In this effort, **RFA** has managed the development and renovations of 16 neighborhood level parks throughout the city, including the recent renovations to Costeau Park, as well as the ongoing design for the renovation of Stockport Park. **RFA** has also completed design improvements to the Laguna Hills Community Center & Sports Complex. In the City of Placentia, **RFA** has just completed the construction of the Kraemer Memorial Park renovation project. In the City of Downey, **RFA** has completed the design phase and is providing construction support services for the renovation of Treasure Island Linear Park Improvement Project. In the City of Yorba Linda, Richard Fisher has been the Project Manager, or Principal-in-Charge, for the design and development of 15 Community or Neighborhood Parks!

Streetscapes - In the cities of **Mission Viejo**, Laguna Hills, Lake Forest, La Mirada, San Clemente, San Juan Capistrano, and Yorba Linda, as just an example of municipal clients, **RFA** has completed or is designing median and parkway streetscapes and entry monumentation improvements along major arterials and collector streets. This includes the initial Master Planning and design of the improvements for staff, community, Commission and City Council approvals. Construction Plans and Specifications are the next step that leads to bidding of the projects. Finally, **RFA** frequently provides complete Project Management or Construction Observation services as the work is completed by the selected contractor. Streets that are in design or construction at this time include: the Santa Maria Avenue medians for the cities of Laguna Woods and Laguna Hills; the La Paz at I-5 Improvements and the Cabot-Oso Intersection Bridge Widening for the City of Laguna Hills; and the Long Beach Boulevard parkway in Lynwood for the County of Los Angeles. In San Clemente, **RFA** has previously reviewed all private project submittals, providing guidance and plan checking for publicly-viewed landscape development within the city's defined Scenic Corridors.



Quality and Sustainability of the Product - With nearly 95% of **RFA** design work being projects whose construction process is awarded through the Public Bid Process, **RFA** is very pleased about the thoroughness of the firm's Plans & Specifications. **RFA** work represents highly coordinated components between various disciplines, with a history of consistently completing projects requiring only minor or no Change Orders during construction, unless, of course, the client decides to expand or alter the project once under development.

With its long history of public sector work, you can rely on **Richard Fisher Associates** to perform effectively and efficiently on each project that it undertakes. Our seasoned professionals have what it takes to lead your project from conception through design to construction implementation.

PUBLIC PARTICIPATION & PRESENTATIONS



Richard Fisher Associates also offers to our clients an exceptional level of expertise in the leadership of public participation workshops and presentations. Specifically, in the application of sensitivity and talents in soliciting community input, hearing what is being said, and responding back to the community in follow-up workshops and presentations, gaining consensus and support for project approvals.

The firm has a unique depth of experience that allows us to know what questions to ask of the public, staff, and policymakers; we also know how to be good listeners! We are proud of the public testimony we have heard, recognizing our skills in making the public a truly active participant in the planning and decision-making process.



We focus our energy on establishing a strong credibility very early in each project, and follow-through on our commitments, bringing back to the community summaries of the input we previously received, along with an action plan on how we will use that input.

RELATED EXPERIENCE

The following are brief descriptions of a few projects that **Richard Fisher Associates** has had the pleasure of accomplishing on time and on budget:

Oso Parkway Open Space Streetscape

Client: City of Laguna Hills, CA
Ken Rosenfield – Director of Public Services
(949) 707-2655

Budget: Project Value - \$1,063,000
Design Contract - \$159,565
Constr'n. Serv. Contract - \$115,150

Schedule: Design: April 2007 – July 2008
Construction: July 2008 – May 2009

Design Team: Richard Fisher, Project Manager
Stephen Schwartz, Design Team Manager
Jim Collison, Senior Designer

Description: A 1.5 mile streetscape project, which nestles within a half-mile wide open space corridor. A major collector street's traditional improvements were transformed as an aesthetics-driven enhancement project, with upgrades to include a paved multi-use trail, separate equestrian trail, DG jogging / walking trail; and major development of an equestrian / riparian open space corridor.



Wrigley Greenbelt Improvement Project

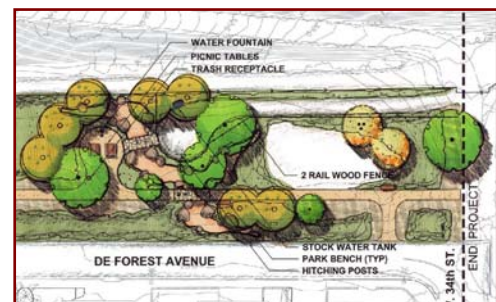
Client: City of Long Beach, CA
Anna Mendiola – Park Development Officer
(562) 570-3165

Budget: Project Value - \$1,009,014
Concept & Design Contract - \$148,040

Schedule: Concept: May 2011 – Sept. 2011
Design: Sept. 2011 – May 2012

Design Team: Richard Fisher, Project Manager
Stephen Schwartz, Design Team Manager
Jim Collison, Senior Designer

Description: A 9.8 acre green open space with equestrian/walking trails that run along the Los Angeles River. The improvement project includes new sustainable landscape improvements (including trees, shrubs and groundcovers), on-site drainage / dry stream treatments, walkway and equestrian trail improvements, picnic nodes and mini-corral. The project will establish a specific detailed theme for the long-term regional greenbelt treatments to the north and south of this specific project area.



El Cajon Trail Improvements & Phil Paxton Equestrian Center

Client: City of Yorba Linda, CA
Steve Rudometkin – City Manager
(714) 961-7110

Budget: Project Value - \$412,620
Design Contract - \$72,275

Schedule: Design: March 2008 – April 2009
Construction: Sept. 2009 – December 2010

Design Team: Richard Fisher, Project Manager
Stephen Schwartz, Design Team Manager
Jim Collison, Senior Designer



Description: A 5-mile multi-use trail system, connecting schools, retail centers, parks and community recreation centers, and neighborhoods. The project received new landscape improvements, traffic-controlling equestrian fencing for public street crossing protection and equestrian / pedestrian / bicyclist separations, and way-finding signage. At the east end of the trail, the public equestrian center received new alignments for connecting trails, reducing visual disruption of equestrian training activities.

Pacific Electric Right-of-Way Greenbelt

Client: City of Long Beach, CA
Anna Mendiola – Park Development Officer
(562) 570-3165

Budget: Project Value – Prelim. Est. \$1,750,000
MP Design Contract - \$49,470

Schedule: Concept: Mar 2012 – Dec 2012

Design Team: Richard Fisher, Project Manager
Stephen Schwartz, Design Team Manager
Jim Collison, Senior Designer



Description: A 14.65 acre narrow strip of land that runs diagonally through Long Beach that will feature bicycle / pedestrian trails, California-friendly and native plantings, rest area amenities, and on-site drainage improvements. The project's backbone trail will connect to numerous neighborhood walkways, while providing a 1-mile pedestrian system with limited interactions with vehicular traffic.

Treasure Island Linear Park

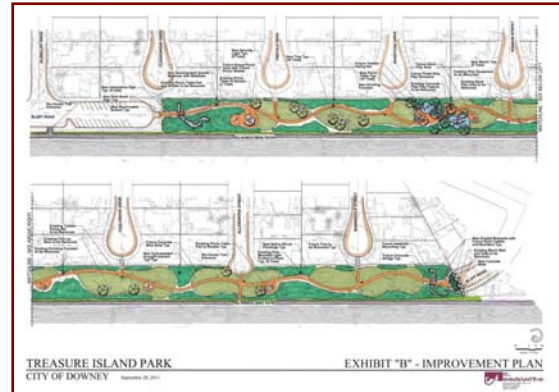
Client: City of Downey, CA
Edwin J. Norris, PE – Deputy Director of
Public Works
(562) 904-7109

Budget: Project Value - \$523,343
Design Contract - \$94,111
Construction Observation - \$4,120

Schedule: Design: Mar 2012 – July 2012
Construction: Mar 2012 – July 2012

Design Team: Richard Fisher, Project Manager
Jim Collison, Senior Designer

Description: A 4 acre linear park / greenbelt along the Rio Hondo Watershed. The project includes replacement of existing turf with water-efficient native grasses and other sustainable landscaping, installation of additional security lighting, development of a decomposed granite walking trail with connectivity to the existing Rio Hondo Watershed regional river trails, improvements to existing amenities (including picnic tables and shelter, benches, trash receptacles, etc.), and interpretive displays focusing on watershed education, river & water quality, and water-efficient landscaping.



Hidden Hills Slope Renovation

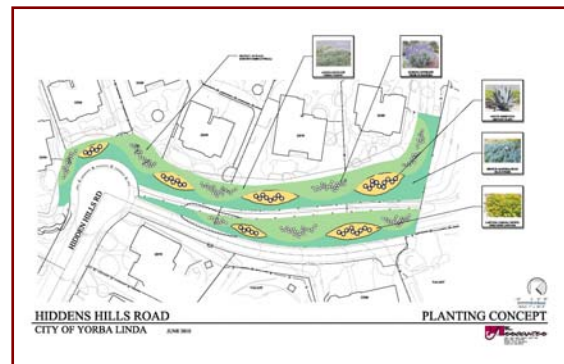
Client: City of Yorba Linda, CA
Mark Stowell – Director of Public Works
(714) 961-7170

Budget: Project Value - \$304,059
Design Contract - \$64,700

Schedule: Concept: May - June 2009
Design: March – October 2010
Construction - Pending

Design Team: Richard Fisher, Project Manager
Jim Collison, Senior Designer

Description: The renovation of 94,000 SF of publicly-viewed streetscape slopes were the focus of this aesthetic enhancement project. Originally landscaped over 20 years ago by the tract developer and maintained as a part of the City's Landscape Maintenance Assessment District, new state-of-the-art irrigation systems and drought responsive landscape plantings were designed for the complete renovation of these slopes, prior to maintenance being assumed by the respective property owners. Professional services included presentations to the homeowners in (2) public forums, ultimately gaining consensus on the appropriate plant palette which will minimize maintenance responsibilities and irrigation applications by the homeowners.



PARK EXPERIENCE

183 Projects for 65 Public Agency Clients

ADELANTO

Richardson Park

ANAHEIM

Five Points Gateway Mini Park
John Marshall Park
La Palma Park Scoreboards
Pearson Park Irrigation

ARMY CORPS ENGINEERS

Hansen Dam Recreation Area

AZUSA

Northside Park

BELL

Bell Civic Center
Bell Sports Complex
Community Skate Park
Deb's Park Soccer Field
La Casa de Futbol
Little Bear Park
Nueva Vista Soccer Field
Rancho San Antonio Plaza &
Activity Center
Veteran's Park
Veteran's Park Childs'
Restroom Renovation

BELL GARDENS

Veteran Park Concept

BOYS CLUB-GARDEN GROVE

Boys Club Sports Fields

CHULA VISTA

Eucalyptus Park

CLAREMONT USD

Claremont HS Ballfield
El Roble JR. HS Ballfield

CLARK COUNTY, NEVADA

Lone Mountain Park

CLOVIS

Cottonwood Park
Railroad Park
Sierra Bicentennial Park

COACHELLA VALLEY R/PD

Mecca Park

COLTON

Cesar Chavez Park
Cooley Ranch Park
Elizabeth Davis Park
Fleming Park
George E. Brown Park
McKinley School Park
Max Lofty Park
"N" Street Mini East Park
"N" Street Mini West Park
Prado Park
Rich Dauer Park
Soccer Complex @ County
Park
Veteran's Park

CONEJO R/PD

Rancho Conejo Park

DESERT HOT SPRINGS

Mission Springs Park

DOWNEY

Independence Park
Wilderness Park
Treasure Island Park

GARDENA

Bell Park
Freeman Park
Primm Pool
Rowley Park North
Tennis Courts Renovation
Thornburg Park

HAWAIIAN GARDENS

3 Neighborhood Parks

HAWTHORNE

Holly Park

HERMOSA

Prospect Park

INDIAN WELLS

El Dorado Park

IRVINE

Harvard Community Park
Heritage Park Athletic Fields

JURUPA AREA R/PD

Avalon Park

LA PALMA

Central Park

LA QUINTA

Fritz Burns Park

LA VERNE

Lincoln Park
La Verne Dog Park
Old Baldy Pump Site

LAGUNA HILLS

Beckenham Park
Cabot Park
Clarrington Park
Community Center Ball Fields
Community Center Play Area
Improvements
Costeau Park
Costeau Park Renovation
El Conejo Park Modifications
Laguna Hills Athletic Complex
La Paz Fields
Knotty Pine Park
MacKenzie Park
Mandeville Park
Mendocino Park
Sheep Hills Park
Stockport Park
Stockport Park Renovation
Veeh Ranch Park

LAGUNA NIGUEL

Chapparosa Park Renovation
Clipper Way Park
Crown Valley Park
Galivan Basin Ballfields
Niguel Height Park
Ocean Breeze Park
Pavilions Soccer/Football
Complex
Reef View Node Park

LAKE FOREST

Cavanaugh Park
Cherry Park
Darrin Park
El Toro II
Lake Forest Park Renovations
Mountain View Park
Rimgate Park
Sundowner Park
Village Pond Park
Vintage Park

LIVERMORE P/RD

N. Livermore Community Park

LONG BEACH

Carmelitos Park
El Dorado III Sports Complex
Family Sports Complex
Wrigley Greenbelt

LOS ANGELES COUNTY

Whittier Narrows Beautification

MANHATTAN BEACH

Sand Dune Park

MERCED IRRIGATION
DISTRICT

Horseshoe Bend Rec Area
Lake McClure Rec Area
Lake McSwain Rec Area

MISSION VIEJO

Alicia Park Renovation
Aurora Park
Barbadanes Park Renovation
Curtis Park
Marguerite Recreation Center
Melinda Park Renovation
Minaya Park
Oso Viejo Community Park
Sierra Recreation Center
U.S. Soccer Training Facility

MOORPARK

Arroyo Vista Community Park

NORCO

Kips Korner Park

NORWALK

John Zimmerman Park

ORANGEVALE P/RD

Almond Park

OCEANSIDE

Balderama Park
Center City Park
Fireside Park
North River Park
Pacific Street Linear Park

PASADENA

Hamilton Park

PATTERSON

25 Acre Sports Complex

PICO RIVERA

Pico Park
Rio Hondo Park

PLACENTIA

Tri City Park
Kraemer Memorial Park
(6) Parks Lighting Impvm't

POMONA

Martin Luther King Park
Palomares Park

POWAY

Adobe Ridge Park
Hilleary Park
Lake Poway West Expansion
Poway Community Park
Siverset Park

REDONDO BEACH

Green Flag Park

RIVERSIDE

Lake Cahuilla Park

SAN CLEMENTE

Bonito Canyon Park
Courtney's Sandcastle
San Gorgonio Park
Steed Park Sports Complex

SAN DIEGO

Howard Lane Park

COUNTY OF SAN DIEGO

Avocado Park

SAN DIEGO PORT

DISTRICT

Bayside Park

SAN FERNANDO

Las Palmas Park

SAN MARCOS

Discovery Park

SANTA ANA

Cesar Chavez-Campesino Park
Edna Park
Memorial Park
Santa Anita Park

SANTA CLARITA

Santa Clara River Rec MP

SANTEE

West Hills Park

SOLANA BEACH

La Colonia Park

STANTON

Hollenbeck Park
Norm Ross Sports Complex

TEMPLE CITY

Live Oak Park
Temple City Park

U.S. NAVY

El Toro MCAS Football Field

VILLA PARK

Wanda Road Greenbelt

WEST COVINA

Shadow Oak Park

YORBA LINDA

Arroyo Park
Box Canyon Park Renovation
Bryant Ranch Park
Brush Canyon Park
Eastside Community Park
Eastside Community Park
Renovation
Hurless Barton Park
Jean Woodard Park
Jean Woodard Park Renovation
Jessamyn West Park
San Antonio Park
Shappel Park
Travis Ranch Community Park
Valley View Community Park
Vista Del Verde Park
Yorba Linda Middle School Fields

STREETSCAPE EXPERIENCE

123 Projects for 44 Public Agency Clients

AGOURA HILLS

Thousand Oaks Blvd Medians

AZUSA

Alosta Ave. Medians
Foothill Blvd. Medians

BELL

Entry Monuments

CANYON LAKE

Railroad Canyon Rd.

CARLSBAD

Downtown Streetscape
El Camino Real Widening
Grand Ave @ State St.

CARSON

Caroldale @ 235th St.

DALY CITY

Mission Street
Sullivan Avenue Medians

DOWNEY

Imperial Hwy: Phase II

ESCONDIDO

Bear Valley Blvd Parkways

FULLERTON

Gilbert St. Grade Separation

HUNTINGTON BEACH

Pacific Coast Hwy Widening

IMPERIAL BEACH

South Seacoast Dr. Impv'ts

INGLEWOOD

Century, La Brea & Prairie

IRVINE

Culver Dr. Irrigation Impv'ts
Walnut Ave. Medians

LA MIRADA

Beach Blvd Streetscapes
Foster Park Entry Monuments
Imperial: La Mirada to Ocaso
Imperial: Ocaso-Santa Gertrudes

LAGUNA HILLS

Alicia Medians: Cabot to PdV
Alicia Medians: I-5 to Costeau
Alicia Medians: I-5 to Moulton
Alicia Medians: PDV - Moulton
Alicia Slope Impv'ts
Alicia Widening @ Paseo de Alicia
Aliso Hills Drive Open Space
Avenida de la Carlota Parkway
Cabot Road @ Oso Pkwy
Cabot/Oso Bridge Widening
Entry Monuments (9 locations)
Greenfield Drive Entryway
La Paz Rd. Streetscape
La Paz @ I-5
La Paz Open Space
Los Alisos Medians
Moulton @ Alicia Parkways
Moulton Pkwy: El Pacifico to Santa Maria
Moulton Pkwy: LFD to El Pacifico
Oso Pkwy Open Space
Oso Pkwy Streetscape
Paseo de Valencia: Laguna Hills Dr.
Trailhead Plaza Monuments(6)

LAGUNA NIGUEL

La Paz Rd. Medians

LAKE FOREST

Bake @ Jeronimo Rd.
Bake @ Toledo Way
El Toro Rd. Medians
El Toro Rd. Parkways
Jeronimo Rd. Parkways
Lake Forest Dr. Medians
LFD Parkway/Slope
LFD @ Muirlands Parkway/Slope
LFD @ Rockfield Parkway/Slope
LFD @ Trabuco Rd. Parkway/Slope
LFD: Dimension to SR 241
Serrano Rd @ LFD Parkway/Slope
Sunlight Creek Parkways

LANCASTER

15th St. & "I" Ave. Streetscape

LAWNDALE

City Entry Monument
Manhattan Beach Blvd. Medians

LEMON GROVE

Broadway Medians

LOS ALAMITOS

Katella Ave. Parkway

LYNWOOD

Long Beach Blvd.

MISSION VIEJO

Chrisanta Medians
La Paz Road Streetscape
La Paz @ Chrisanta Quads
La Paz @ Marguerite Quads
Marguerite Parkway Impv'ts
Oso @ Marguerite Medians / Parkways
Oso: Pacific Hills to East City Limit
Puerta Real @ Via Grande
Santa Margarita Medians / Walls
Trabuco Road Slopes

MONROVIA

City Entry Monumentation
Technology Center
Monumentation

OCEANSIDE

Pacific Street Streetscape
Tyson Street Stairway

OXNARD

Fifth Street Widening

POWAY

Carriage Rd. Medians
Poway Rd. Medians
Scripps North Parkway

RANCHO MIRAGE

Bob Hope Drive Medians
Country Club Drive Medians
Frank Sinatra Drive Medians
Gerald Ford Drive Medians
State Hwy 111 Medians

REDONDO BEACH

Aviation Blvd Medians
Manhattan Beach Parkways

SAN CLEMENTE

Bonito Canyon Slope
Renovation

SAN GABRIEL

Del Mar Blvd Medians
Mission @ Santa Anita
San Gabriel Blvd. Streetscape

SAN JUAN CAPISTRANO

Junipero Serra / Rancho Viejo
Intersection

SAN RAMON

Village Parkway Streetscape

SANTA ANA

Neighborhood Entries (26)

SANTA MONICA

Montana Medians
Neilson Gore Point
Neilson Medians
Ocean @ San Vincente

SOUTH GATE

Tweedy @ Garfield Impv'ts

TEMPLE CITY

Las Tunas Dr. Streetscape

TORRENCE

Walteria Entry Monuments

TUSTIN

El Camino Real Streetscape

UCSD

Scholars Drive Widening

VILLA PARK

Taft Avenue Medians
Wanda Road Parkway

WEST HOLLYWOOD

Santa Monica Blvd Medians

YORBA LINDA

Buena Vista Avenue Slopes
Buena Vista Avenue: Phase II
Esperanza Road Streetscape
Fairmont Boulevard Streetscape
Hidden Hills Landscape Impvt's
La Palma Avenue Medians
Lakeview Ave Enhancement
Main Street Streetscape
Olinda/Lemon St. Streetscape
Richfield Road Parkway
Valleyview Avenue
Weir Canyon Landscape Impv'ts
Yorba Linda Blvd Promenade
Yorba Linda Blvd: Avocado to
Fairmont

SPECIAL-USE FACILITY PROJECTS

TRAILS

ANAHEIM

Oak Canyon Nature Center - 6 miles of trails

LAGUNA HILLS

City-wide Trails Trailhead Plazas - Trailhead
Improvements & customized Interpretive Signage
of Local Flora/Fauna

LAGUNA NIGUEL

South Peak Trail - 0.9 miles of multi-purpose trail

SAN CLEMENTE

Forster Ranch Planned Community - 2 miles of
trails & (2) Trailheads w/ Interpretive Signage

Marblehead Coastal Planned Community - 5 miles
of trails, with Outdoor Interpretive Signage

Talega Planned Community - 20 miles of trails

YORBA LINDA

Phil Paxton Equestrian Ctr / El Cajon Trail Impv'ts -
5-mile multi-use trail system, connecting schools,
retail centers, parks and community recreation
centers, and neighborhoods

**PLANT COMMUNITIES PLANNING &
DEVELOPMENT**

ANAHEIM

Oak Canyon Nature Center – (8) Plant
Communities Educational Display

DOWNEY

Wilderness Park – (6) Plant Communities
Educational Display

SAN DIEGO

Balboa Park Nursery - Extensive Natives
Educational Display



Public Agency References

Mr. Steve Rudometkin
City Manager
City of Yorba Linda
4845 Casa Loma Avenue
Yorba Linda, CA 92686
(714) 961-7110 phone
(714) 993-7530 fax

Mr. Dennis Reed
Beaches & Parks Manager
City of San Clemente
100 North Seville
San Clemente, CA 92672
(949) 361-8278 phone
(949) 361-8340 fax

Mr. Jon Nicks
Assistant Director of Community Services
City of Placentia
900 S. Melrose Street
Placentia, CA 92870
(714) 993-8227 phone
(714) 632-3851 fax

Mr. Steve Campbell
Facilities & Field Service Manager
City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-4314
(323) 874-6850 phone
(323) 848-6565 fax

Mr. Bruce Wegner
Beaches, Parks & Rec Director (Retired)
City of San Clemente
100 North Seville
San Clemente, CA 92672
(949) 361-1022 ext 27

Mr. William Calkins
Director of Parks & Recreation
City of Yorba Linda
4845 Casa Loma
Yorba Linda, CA 92686
(714) 961-7160
(714) 572-3762 fax

Mr. Ken Rosenfield, P.E.
Director of Public Works/City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
(714) 707-2655 phone
(714) 707-2614 fax

Mr. Keith Rattay
Director of Public Services
City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691
(949) 470-3095 phone
(949) 581-5394 fax

Mr. Mark Stowell
Director of Public Works / City Engineer
City of Yorba Linda
4845 Casa Loma
Yorba Linda, CA 92686
(714) 961-7170
(714) 961-1010 fax

Mr. Edwin J. Norris, P.E.
Deputy Director of Public Works
City of Downey
11111 Brookshire Avenue
Downey, CA 90241-7016
(562) 904-7109 phone
(562) 904-7296 fax

Mr. Bob Hahn
Parks Maintenance Supervisor
City of Poway
14467 Lake Poway Road
Poway, CA 92064
(858) 668-4721 phone
(858) 679-8719 fax

Mr. Stephen Harris
Director of Community Development
City of Yorba Linda
4845 Casa Loma Avenue
Yorba Linda, CA 92686
(714) 961-7130 phone
(714) 961-7101 fax



Firm Profile

PROFILE

Richard Fisher Associates, a California S-Corporation, is an award-winning, full-service Landscape Architecture firm located in Orange County. In over three decades of practice, our team has completed projects for a diverse clientele in both the public and the private sectors. We value our track record of repeat work and believe it speaks not only to our commitment to design excellence, but also to our strong service orientation. Several of our client relationships encompass the full **33 years** the **Richard Fisher Associates** team has been providing Landscape Architectural Services.

The firm's size – large enough to accommodate projects of significant scale, but small enough to provide hands-on attention – afford us maximum flexibility in addressing design, management, staffing, and cost issues. **Richard Fisher Associates** is founded on the principles of trust and integrity in everything we do.

Richard Fisher Associates has a long history of excellence in project implementation. We are committed to taking on the challenges of green design – both as stewards of the land and in recognition that every challenge makes us stronger and more versatile. Striving to become educators, we encourage active involvement in the design and maintenance of healthy environments at all levels of a project, designing in ways which promote long term vitality of people and places.

Our project approach is both passionate and pragmatic, emphasizing team collaboration. Success is measured by the realization of our goals and the fulfillment of creating environments that yield lasting rewards.

LOCATION

2001 East First Street, Suite 160
Santa Ana, California 92705
T: 714.245.9270 / F: 714.245.9275
www.rfaland.com

HISTORY

- 1979 Richard A. Fisher established the Landscape Architectural Division of the multi-disciplinary firm BSI Consultants Inc. / Berryman Henigar
- 1998 Richard A. Fisher purchased the Landscape Architectural Division from Berryman Henigar to create **Richard Fisher Associates**

KEY PERSONNEL

Principal

Richard A. Fisher, ASLA

Associates

Stephen Schwartz, ASLA
Jim Collison

EXPERIENCE

- Over 33 years of Public Agency experience
- 117 Public Agency Clients Served
- 123 Streetscape, Parking Lot and/or Infrastructure Projects
- 183 Community / Neighborhood Park Projects
- 71 Ball Field/Security Lighting Projects
- 11 Recreation Building / Multipurpose Center Construction Projects

AWARDS

- 2012 CAPRCBM Outstanding Project – Courtney's Sandcastle All-Accessible Playground
- CPRS Design Award: Community Centers / Facilities – "The Lodge" at Camp Little Bear Park
- CPRS Award of Excellence – Cabot Park
- CPRS Award of Excellence – Travis Ranch Park
- CPRS Facility Design Award: Special Use Facility – Oso Viejo Community Park
- AIA Design Award – Veteran's Park

Richard Fisher Associates



Consultant Qualifications

As previously indicated, **Richard Fisher Associates** is an independent Landscape Architectural design firm that began as the Landscape Architectural Division of the multi-disciplinary design firm BSI Consultants / Berryman & Henigar. In January 1998, Richard Fisher was provided with the opportunity to acquire the division to create the firm of **Richard Fisher Associates**. Over the past 33 years, **RFA** has completed a total of 183 Park projects and 123 Streetscape projects for Public Agency Clients.

RFA is almost exclusively focused on municipal and county projects, including parks projects, trails projects, natural and habitat restoration projects and streetscape projects. With its long history of public sector consulting work, including nearly exclusive provider of Landscape Architectural Services required by the City of Laguna Hills for 20 ½ years, we have proven that you can rely on **Richard Fisher Associates** to perform effectively and efficiently on each project that it undertakes. Our seasoned professionals have what it takes to lead your project from community input through conceptualization sketches, follow-up public presentations, design refinement into a final Concept Plan. preparation of exceptionally thorough and highly accurate Plans, Specifications & Estimates, and participation in Construction Support Services for the project.

Richard Fisher Associates will function as the Principal Lead Consultant for the **La Paz Road Open Space** project and has assembled a Design Team whose members have worked together for as much as 25 years, in an effective design collaborative.

- Richard Fisher will function as the Principal-in-Charge, Program Manager, and serve as the Project Manager. Richard will also be responsible for the contractual negotiations with the City, will make all community / Parks & Recreation Commission and City Council presentations, and supervise the overall design process. Dick has served the **City of Laguna Hills** for 20 ½ years.
- Jim Collison will function as the Senior Designer with responsibilities including functioning as the design director coordinating Consulting Design Team members on a close daily basis. Jim will also be responsible for overall AutoCAD work for the Concept Plan graphic production. Jim has served the **City of Laguna Hills** for 20 ½ years.
- Stephen A. Schwartz, a Licensed Landscape Architect, will function as the alternate Project Manager and Project Landscape Architect. Steve will direct and coordinate all design, provide leadership and Chair Design Team meetings, provide Team communications, and act as the principal Design Lead. Stephen has served the **City of Laguna Hills** for 7 years.
- David Pagano, Principal of **d.d. Pagano, Inc.** a consistent **RFA** Team Member for all parks and streetscape projects performed for the **City of Laguna Hills**, will be providing all irrigation design plans for the project. With Dave's largest client being The Disney Company for theme parks all over the world, he offers a reputation as the leader in state-of-the-art irrigation design services.
- Cal Woolsey, Principal of Fuscoe Engineering, will serve as the Project Engineer, providing topographic survey.
- Stephen Zajicek, Principal of **FBA Engineering**, will again serve on the **RFA** team as the Project Electrical Engineer. Steve has now served the **City of Laguna Hills** on two previous projects.
- John Greenlee, an expert in grass ecology and champion of sustainable design, will function as an expert in alternative landscape plantings for the project. John will bring his exceptional expertise in sustainable gardens, exploring alternative plant materials which will reduce irrigation needs, diminish routine maintenance efforts, and offer new and exciting aesthetic character to the La Paz Road Open Space landscape.



Richard Fisher ASLA, Principal-in-Charge

Registrations

Licensed Landscape Architect,
State of California - 1429

Education

Bachelor in Landscape Architecture,
California Polytechnic University, Pomona,
California

A.A. Ornamental Horticulture,
Modesto Junior College, Modesto, California

Affiliations

American Society of Landscape Architects
California Parks & Recreation Society
State Exhibitors Committee
The Fraternity of Alpha Zeta
Gamma Sigma Delta, Agriculture Honor Society

Biography

Richard Fisher has been immersed in the Landscape Architectural profession on a wide array of projects since his graduation from The California Polytechnic University. He has 6 ½ years of public agency experience with the Parks and Recreation Department of the City of Anaheim and over 30 years experience as a consulting Landscape Architect to numerous public agencies. As president of **Richard Fisher Associates**, he has led the firm in earning a reputation for excellence in project documentation and project implementation. Richard brings extensive knowledge and experience in the areas of Capital Improvement Projects, Parks and Recreation Facility Planning, and Community Outreach.

Project Experience

Community Streetscapes

- Alicia Pkwy Streetscape, Laguna Hills
- Broadway Median, Lemon Grove
- Cabot / Oso Pkwy, Laguna Hills
- City Entry Monumentation, Monrovia
- El Toro Rd. Medians, Lake Forest
- Entry Monumentation, Laguna Hills
- Grand Ave. / State Street, Carlsbad
- Greenfield Dr. Entryway, Laguna Hills
- Oso / Marguerite Medians, Mission Viejo
- Oso Pkwy Landscape Enhancement, Laguna Hills
- Walnut Ave. Medians, Irvine

Community Parks

- Beckenham Park, Laguna Hills
- Cabot Park, Laguna Hills
- Camp Little Bear Park, Bell
- "The Clubhouse" at Veterans Park, Bell
- Courtney's Sandcastle, San Clemente
- Eastside Community Park, Yorba Linda
- Lone Mountain Park, Clark County, NV
- Oso Viejo Community Park, Mission Viejo
- Poway Community Park, Poway
- Rancho San Antonio Plaza & Activity Center, Bell
- San Geronio Park, San Clemente

Special Use Facilities

- Buena Vista Equestrian Center, Yorba Linda
- Camp Joe Scherman, Riverside County
- Oak Canyon Nature Center, Anaheim

City Project Management Services

- Liberty Community Park, San Clemente
- Marblehead Sports Park, San Clemente
- Marblehead Hiking Trails, San Clemente
- Oak Park Community Center, Temple City
- Pico Neighborhood Park, San Clemente
- Tierra Grande Park, San Clemente
- Talega Regional Riding & Hiking Trails, San Clemente

Master Planning

- Parks & Recreation Master Plan, Colton
- Parks & Recreation Master Plan, Huntington Park
- Parks & Recreation Master Plan, Pomona
- Parks & Recreation Master Plan, San Clemente

Consulting City Landscape Architect

- Fontana
- Laguna Hills
- Laguna Niguel
- Lake Forest
- Mission Viejo
- Oceanside
- Poway
- Rancho Mirage
- San Clemente
- Stanton
- Villa Park
- Yorba Linda



Stephen Schwartz ASLA, Associate

Registrations

Licensed Landscape Architect,
State of California # 1390
State of Arizona # 36422
State of Nevada # 102

Education

Bachelor in Landscape Architecture with a
Minor in Civil Engineering
California Polytechnic University, Pomona, CA

Affiliations

American Society of Landscape Architects
East Orange Master Plan Advisory Committee
Design Review Board, City of Orange
Orange Park Acres Board of Directors
City of Orange Sign & DRB Ordinance Committees
Business & Industry Beautification Awards
Committee
Oral Commissioner, State Board of Landscape
Architects

Biography

Stephen Schwartz has been a practicing Landscape Architect since 1972 with design expertise in both the public and private sectors. His comprehensive background in Landscape Architecture, Site and Land Planning, Civil Engineering and Contractor Quality Control, supports the design technology as it interfaces with governmental systems.

Stephen plays a key role in directing the Design and Production Staff in the Development of Design and Analysis of Site Uses and Constraints, the Development of Preliminary Drawings, Compliance of applicable Codes and Ordinances, and the Provision of Construction Drawings, Details and Specifications, used to obtain bids and implement design.

Project Experience

Streetscapes / Trails

- Orange Park Acres Equestrian Trail, Orange
- Deer Creek Equestrian Trails, Rancho Cucamonga
- Hiking/Bicycle/Equestrian Trails Systems, Yorba Linda
- Oso Parkway Landscape Enhancement, Laguna Hills

Public Facilities

- Orange Police Plaza Facilities, Orange

Golf Courses

- Friendly Hills Golf Course, Whittier
- Shore Cliffs Golf Course, San Clemente

Airports

- LAX Century Cargo Complex
- Van Nuys Airport MF, Van Nuys

Community Parks

- Beckenham Park, Laguna Hills
- Camp Little Bear Park, Bell
- Courtney's Sandcastle, San Clemente
- MacArthur Park Refurbishment, Los Angeles
- Rancho San Antonio Plaza, Bell
- Ridgecrest Park Master Plan, Lake Elsinore
- Recreational Park, Furman Park, Downey
- Sasscer Park, Santa Ana
- Shadow Oak Park, West Covina
- Sycamore Hills Community Park, Fontana
- YMCA Recreational Facilities, Santa Ana
- YMCA Recreational Facilities, Fullerton

Institutions / K – 12 Schools

- Child Development Center, Citrus Community College, Glendora
- FAA Childcare Center, Lancaster CA
- Orangewood Children's Home, Orange, CA
- Santa Monica / Malibu USD, Santa Monica & Malibu (18 Schools)
- Student Housing, University of Southern California, Los Angeles

Federal Aviation Administration (FAA)

- Honolulu International Airport Tracon
- Diamond Head Crater CERAP
- North Las Vegas Airport Control Tower
- Lancaster, CA Tracon

Military Base Facilities

- F22 Aircraft Hanger, Nellis AFB, Nevada
- National Control Cntr, White Sands, NM
- Mission Op Support, Washington DC
- San Diego Naval Station, San Diego

Military Family Housing

- Admiral Hartman, San Diego
- Eielson AFB, Fairbanks, Alaska
- Edwards AFB, CA
- Kirtland AFB, New Mexico
- Naval Air Station, El Centro
- Naval Air Station, Everett, WA

Federal Land Development Planning

- Cyquan Indian Reservation, San Diego
- Diamond Head Crater, Honolulu HI

Richard Fisher Associates

11/27/2012 ITEM NO. 4.2



Jim Collison Senior Designer

Education

Bachelor in Landscape Architecture,
California Polytechnic University, Pomona
Associate in Arts,
Golden West Community College, Huntington
Beach

Affiliations

CDBG Neighborhood Representative
Ad Hoc Historical Committee, Anaheim
California Square Neighborhood Association
Citizens Water Rates Subcommittee, Anaheim
Anaheim Neighborhood Association (PAC)
Downtown Task Force Committee, Anaheim

Biography

Jim Collison is in his 21st year with **Richard Fisher Associates** where he has honed his professional skills in public agency master planning, as well as preparation of construction drawings and cost estimates for a wide variety of projects. His areas of expertise include streetscape design, park design, park rehabilitation, downtown revitalization projects, preparation of design guidelines, and feasibility studies.

Jim has served as key designer/assistant Project Manager on numerous projects from award of professional services through to award of construction bids. While contributing his high degree of creativity and design sense, his services are equally balanced by his technical skills in the execution of Conceptual Drawings and Construction Documents alike.

Project Experience

The following is a partial list of some of the projects Jim has worked on:

Management Services

- Downtown Traffic Signal Design Report, San Buenaventura
- Lake Elsinore Assessment Area East, Lake Elsinore
- Park & Recreation Master Plan, Pomona
- Scenic Highway Setback Manual, Hemet

Downtown Reurbanization

- Ruby's at 5 Points, Anaheim

Community Parks

- Arroyo Park Master Plan, Yorba Linda
- Bonito Canyon Park, San Clemente
- Cabot Park, Laguna Hills
- Cherry Park Renovation, Lake Forest
- Costeau Park, Laguna Hills
- El Conejo Park, Laguna Hills
- Hilleary Park, Poway
- Holly Park, Hawthorne
- Knotty Pine Park Renovation, Laguna Hills
- Laguna Hills Community Center & Sports Complex, Laguna Hills
- Lake Poway Upper Park, Poway
- Live Oak Park Tot Lot, Temple City
- Mackenzie Park Renovation, Laguna Hills
- Mandeville Park, Laguna Hills
- Mendocino Park Renovation, Laguna Hills
- Mission Springs Park, Desert Hot Springs
- Mountain View Park, Lake Forest
- San Geronio Park, San Clemente
- Southbay Pump Station, San Diego
- Stockport Park, Laguna Hills
- Sundowner Park Renovation, Lake Forest
- Vintage Park Renovation, Lake Forest
- Westhills Park, Santee
- US Soccer Team Facility, Mission Viejo

Trails

- Edison Multi-Use Trail, Laguna Hills
- Edison Trail – Alicia to La Paz, Laguna Hills
- El Cajon Trail Improvements, Yorba Linda

Streetscapes

- Alicia Pkwy Streetscape, Laguna Hills
- Aliso Hills Drive, Laguna Hills
- Beach Blvd. Improvements, La Mirada
- Chrisanta Medians, Mission Viejo
- City Entry Monumentation, Monrovia
- Entry Monumentation, Laguna Hills
- Hidden Hills, Yorba Linda
- Imperial Highway, Downey
- Imperial Highway Streetscape, La Mirada
- Junipero Serra at Rancho Viejo, San Juan Capistrano
- La Paz at I-5, Laguna Hills
- Long Beach Blvd., Lynwood
- Olinda Street Parking Lot, Yorba Linda
- Oso / Marguerite, Mission Viejo
- Oso to East City Limit, Mission Viejo
- Yorba Linda Blvd. Medians, Yorba Linda

Richard Fisher Associates



Sub Consultants

d.d. Pagano, Inc. is owned and operated by David D. Pagano. Mr. Pagano has more than 40 years experience as an irrigation consultant designing and supervising the installation of landscape irrigation systems for parks, public works projects, schools, condominiums, industrial, commercial, erosion control and residential properties. The above project designs encompass a wide variety of environmental conditions including heat, cold, wind, terrain, soil conditions, and the use of reclaimed water.

Mr. Pagano's experience also includes three years as head estimator for a large irrigation contracting firm. In addition to estimating, other duties included field supervision, material take-offs, as-built drawings and system layout and staking.

Additionally, he has six years of service as a sales representative for all of the major lines of sprinkler irrigation equipment, and four years with the City of Anaheim, California, working under the Park Development Coordinator, with the primary duty of designing landscape irrigation systems for the Anaheim Parks system. More recently, Mr. Pagano provided consulting services to establish a uniform central irrigation control systems for the City of Anaheim.

Fuscoe Engineering, Inc. is an award winning civil engineering firm specializing in land development and municipal projects. Since 1992, we've delivered creative, practical and successful designs for best-in-class clientele throughout Southern California, the Bay Area, and internationally.

Our firm approaches every assignment with full circlethinking® – our way of bringing alert, inventive and complete thoughtfulness to engineering. We consider the entire life-cycle of our work so the outcome is sustainable both environmentally, as well as economically. We also strive to integrate our results with the entire consulting team looking out for benefits to each discipline so the results exceed the sum of its parts. We believe that creativity is discovering new ways to connect what you've experienced to what you already know – adding value and cutting time or costs along the way. To this end we collect, organize and leverage valuable know-how from every employee and every project for our clients.

Fuscoe Engineering, Inc. offers general civil engineering and specialty practices including:

- Entitlement & Site Development Engineering
- Sustainable or Eco-adaptive® Designs
- Stormwater Quality Assurance and Compliance
- Watershed Hydrology & Streambed Restoration
- Property Surveys & Maps
- Construction Layout Staking & Control
- GIS Documentation with 3D Visualization

Fuscoe Engineering's project bandwidth spans commercial, retail, mixeduse, residential and industrial developments, as well as public streets, parks, flood control and utilities. Our firm has a high talent density with nearly half being registered or certified professionals including LEED® accreditation.

Guided by full circle thinking®, we are able to attract, keep and grow outstanding people while maintaining longstanding relationships with our clients and community. Our reputation is excellent and is the earned perception of how well we execute our work. It's our character that reflects who we really are – capable professionals who care about our team, our clients and our community.

FBA Engineering, founded in 1968, has experienced sustained growth to become an industry leader in providing innovative, cost effective, state-of-the-art consulting Electrical Engineering and lighting design services.

FBA's clients include Landscape Architects, Architects, Engineers, Developers, Contractors, Municipalities, and County and State Government Agencies. Many of the firm's new projects originate from recommendations of satisfied clients with whom they enjoy long-term working relationships.

FBA organizes their engineering services and design efforts around simple concepts, serving clients' needs and quality in their professional design performance, strict control of project budgets and project schedules. The firm has won national recognition and awards following these principals, but most important, satisfied clients.

In teaming with **Richard Fisher Associates** on numerous public park and streetscape projects over the past seven year period, the Electrical Engineering firm has consistently provided a good focus on energy-efficient lighting design and the specification of fixtures which will be durable in public areas.

Greenlee & Associates, Experts in grass ecology and champion of sustainable design projects within the western region and specialized world-wide projects, **John Greenlee** has created uniquely designed meadows all around the world. His designs are featured in The San Diego Zoo, Disney's Animal Kingdom in Florida, and in private residences all over California, elsewhere in the US, as well as Hawaii, Morocco, and Saudi Arabia.



Greenlee & Associates are garden designers and horticultural consultants to many of America's top Landscape Architectural firms and some of America's best gardens. For the **City of Manhattan Beach**, this firm brings hands-on knowledge of alternative landscape plantings which maximize sustainable features. Their expertise will also bring a focus to plant material options which will nicely blend with **Veterans Parkway** occurring in the heart of the City, bringing sensitivity to not recommending landscape themes which portray particularly strong rural settings. Finally, the firm has extensive knowledge of plant materials which are sure to perform well in the coastal community soil types and soil chemistry.



Greenlee & Associates have the resources to carry multiple client assignments are one time. Currently, the firm is seeking additional work efforts, so anticipates being readily available for providing their expertise for the Veterans Parkway project.



Richard Fisher Associates

R E S U M E

DAVID D. PAGANO

PRINCIPAL

d.d. PAGANO, INC. IRRIGATION CONSULTANTS

Mr. Pagano has more than 40 years experience as an irrigation consultant designing and supervising the installation of landscape irrigation systems for parks, public works projects, schools, condominiums, industrial, commercial, erosion control and residential properties. The above project designs encompass a wide variety of environmental conditions including heat, cold, wind, terrain, soil conditions, and the use of reclaimed water.

Mr. Pagano's experience also includes three years as head estimator for a large irrigation contracting firm. In addition to estimating, other duties included field supervision, material take-offs, as-built drawings and system layout and staking.

Additionally, he has six years of service as a sales representative for all of the major lines of sprinkler irrigation equipment, and four years with the City of Anaheim, California, working under the park development coordinator, with the primary duty of designing landscape irrigation systems for the Anaheim Parks system.

Relevant Experience:

Mr. Pagano has been Principal-in-Charge of irrigation design, construction documents and/or water management services for the following projects:

Master Planning Projects:

- Tri-City Park – Placentia, California
- Hong Kong Disneyland – Hong Kong, China
- Shady Canyon (2000 acres), Newport Beach, California
- Quail Hill Planning Area 17 (1000 acres), Irvine, California
- Woodbury Planning Area 9 (640 acres), Irvine, California
- Disney California Adventure - Anaheim, California
- Disney Animal Kingdom (600 acres) - Orlando, Florida
- Disney Second Gate at Euro-Disney, Paris, France
- The Community of Rancho Santa Margarita (5,000 acres) - Orange County, California

Parks and Recreation Related Projects:

- The Orange County Great Park – Irvine, California
- Greystone Park - Beverly Hills, California
- Valley View Park – Yorba Linda, California
- Parque Melinda Swim Park - Rancho Santa Margarita, California
- Centennial Regional Park - Santa Ana, California
- Shoreline Park - Long Beach, California
- Exposition Park Irrigation Renovation for 1984 Olympics - Los Angeles, California
- Ernie Howlett Park - Rolling Hills Estates, California
- Charles Wilson Park - Torrance, California
- Sycamore Park Irrigation Renovation - Irvine, California

Resort/Theme Park Projects:

- Hong Kong Disneyland – Hong Kong - China
- Disney California Adventure & Toontown - Anaheim, California
- Legoland Carlsbad- Carlsbad, California
- Disney Animal Kingdom & Epcot Enventions - Orlando, Florida
- MGM - Disney Studios North Expansion - Orlando, Florida
- Magic Kingdom Hotel & Lake Promenade @ Euro-Disneyland, Paris, France

Central Computer Control Projects:

- City of Anaheim Central Control Project, Anaheim, California – Rain Master Evolution
- Hong Kong Disneyland, Hong Kong, China - Rain Bird MAXICOM
- Woodbury, Irvine, California - Rain Bird MAXICOM
- Greystone Park - Beverly Hills, California - Motorola MIR 5000
- Shady Canyon, Newport Beach, California - Rain Bird MAXICOM
- Quail Hill Planning Area 17, Newport Beach, California - Rain Bird MAXICOM
- Disney California Adventure - Anaheim, California - Rain Bird MAXICOM
- MGM - Disney Studios North Expansion, Orlando, Florida - Rain Bird MAXICOM
- The Community of Rancho Santa Margarita, Orange County, California - Rain Bird MAXICOM
- Wilshire/Rodeo Medians - Beverly Hills, California - Motorola MIR 5000
- Jasmine Creek Community Association, Newport Beach, California- Calsense Command I

Residential Community Projects:

- Woodbury Planning Area 9A (640 Acres), Irvine, California
- Quail Hill Planning Area 17 (1000 Acres), Newport Beach, California
- Shady Canyon (2000) Acres, Newport Beach, California
- The Community of Rancho Santa Margarita (5,000 acres) - Orange County, California
- Tustin Ranch - Tustin, California
- Diamond Valley Estates- Chino Hills, California

Erosion Control/Mitigation Projects:

- Scripps North Parkway - San Diego, California
- East Highlands Ranch In-tracts - Highland, California
- Oso Parkway Bridge Embankment Mitigation - Rancho Santa Margarita, California
- East Lake Village - Rancho Santa Margarita, California
- North Rancho Trabuco Mitigation - Rancho Santa Margarita, California

Streetscape Projects:

- Woodbury Planning Area 9A, Irvine, California
- Irvine Spectrum Streets - Irvine, California
- Anaheim Streetscape - Anaheim, California
- East Lake Village - Rancho Santa Margarita, California
- John Wayne Airport - Santa Ana, California
- Terra Vista Streetscapes - Rancho Cucamonga, California
- I-15 Freeway Landscape Irrigation - Temecula, California
- Tustin Market Place - Tustin, California

Affiliations:

- American Society of Irrigation Consultants (ASIC) FASIC (Fellow) Past President
- The Irrigation Association
- Landscape Architecture Foundation/Class Fund

Publications:

- "4 Steps To Alleviate Southland's Water Shortage", L.A. Times
- "Water Shortage is a Permanent Factor", Southern California Real Estate Journal
- "Establishing Irrigation Design Criteria", Landscape and Irrigation Magazine



Calvin E. Woolsey, PE, PLS

Principal/Project Manager

EDUCATION

- O California State University, Los Angeles
- O California State University, Long Beach
- O Santa Ana College

REGISTRATIONS

- O PE, 1979 - CA #31013
- O PLS, 1977 - CA #4467

AFFILIATIONS

- O American Society of Civil Engineers
- O California Land Surveyors Association
- O U. S. Green Building Council

COMMUNITY OUTREACH

- O Habitat for Humanity
 - Performed Pro Bono work
- O HomeAid Orange County
 - Volunteer work for many years

FEI TEAM MEMBER SINCE 1994

FEI PRINCIPAL SINCE 2003



Cal has been an essential key Fuscoe team member since 1994 and is a company Principal. As both a licensed land surveyor and a registered civil engineer, Cal possesses the unique skills of both disciplines to provide a complete set of civil technical competencies necessary to manage and produce results for complex assignments.

Cal leads a design team devoted to commercial/office, retail, public works and school assignments throughout Southern California. Costco Wholesale, Inc., The Irvine Company, Burke Realty and Wynmark Development are just a few of the clients who repeatedly seek out his expertise for their projects.

Cal has extensive experience with medical office/facilities projects, including Saddleback Medical Office Building, Yorba Linda-Pacific Medical Office Building; Southern California College of Optometry, Mission Hills Medical Office Building, Torrance Skilled Nursing Facility, Los Alamitos Medical Office Building, Ladera Medical Corporate Terrace and Warland Medical Office Building, among others.

Cal's background also includes multiple office and retail projects, including 30 separate office/commercial projects for Warland Investments Company; dozens of Costco Wholesale locations; Tustin Marketplace; Huntington Plaza; Camino Real Marketplace; Laguna Hills Mall; Savi Business Center and Hawthorne Business Center, among many others. Cal coordinated Fuscoe's work with the design/build team that completed the award winning Caltrans District 7 Headquarters in downtown Los Angeles. A certified LEED® project, the new thirteen-story building achieves worldclass design, sustainability, and integration of art and architecture. Over the past 40 years Cal has managed such diverse projects as the new Chapman University School of Film and Television and an automotive factory in San Luis Potosi, Mexico, which supplies transmissions to a major auto maker in Detroit.





RESUME OF KEY PERSONNEL

Name: Stephen R. Zajicek, PE

Firm: FBA Engineering, A California Corporation
3420 Irvine Avenue, Suite 200
Newport Beach, CA 92660
(949) 852-9995 / FAX (949) 852-1657
E-Mail: stevez@fbaengineering.net

Position / Title: Principal / Engineer of Record

Education: University of Illinois, BSEE, 1976 (Electrical Engineering)

Professional Affiliations: Professional Engineer, California, 1980 - License #E10372
Professional Engineer, Texas, 1999 - License #E83806
Professional Engineer, Colorado, 2001 - License #36050
Professional Engineer, Nevada, 2001 - License #15147
Professional Engineer, West Virginia, 2001 - License #15016
Professional Engineer, Utah, 2002 - License #5039571-2202
Professional Engineer, Arizona, 2003 - License #39124
Professional Engineer, Illinois, 2004 - License #062-057362
National Council of Examiners for Engineering and Surveying - NCEES
Institute of Electrical and Electronic Engineers - IEEE
Illuminating Engineering Society - IES

Summary of Qualifications:

Stephen R. Zajicek has been active in the electrical engineering field since his graduation from the University of Illinois in 1976. Mr. Zajicek joined FBA in 1978 and has accumulated more than 20 years experience in the electrical design of sports and entertainment facilities, parking structures, clubhouses, educational, institutional, commercial and industrial projects. Mr. Zajicek is currently the electrical engineer of record for more than fifty active projects. His technical expertise includes interior and exterior lighting, theatrical lighting, museum lighting, and historical renovations. He has extensive experience in sports floodlighting motor controls, telecommunications, and power distribution, both for new and existing facilities. Mr. Zajicek also has more than 25 years experience.

Relevant Work Experience:

- Beckenham Park Renovation – Laguna Hills, California
- Shadow Oak Park – West Covina, California
- Clarington Park Renovation – Laguna Hills, California
- Camp Little Bear Park – Bell, California
- Rancho San Antonio Plaza – Bell, California
- San Geronio Park Renovation – San Clemente, California
- Mandeville Park Renovation – Laguna Hills, California
- Melinda Park Renovation – Mission Viejo, California
- Whittier Narrows Park Renovation – Los Angeles County, California
- Kraemer Park Renovation – Placentia, California

JOHN GREENLEE & ASSOCIATES

John Greenlee & Associates, located in Brisbane California, is owned and founded by John Greenlee and specializes in horticultural consultation and the creation of grass ecologies, meadows and natural lawns. John Greenlee has written two internationally recognized books on grasses, Encyclopedia of Ornamental Grasses (Rodale, 1992) and The Garden Writer's gold metal winning The American Meadow Garden (Timber Press, 2009).

John Greenlee & Associates has also joined forces with Suncrest Nurseries to create a research program, dedicated to creating grass ecologies and promoting the use of native grasses in projects around the country. The program includes the creation of a graminetum, a grass collection to further these studies.

John Greenlee & Associates also maintains a one-acre garden/gallery in Pomona California. The garden is our southern California studio and plant collection.

John Greenlee & Associates are garden designers and horticultural consultants to many of America's top landscape architectural firms and some of America's best gardens.

Clients include:

Pamela Burton	Disneyland & California Adventure
Nancy Powers	Lego Land
James Corner Field Operations	The San Diego Zoo
Siteworks	The Getty
Olin and Partners	The Getty Villa
Andrea Cochran	The Norton Simon
Stephan Thuiot & Associates	The Holocaust Museum, green roof
Peter Walker and Partners	YouTube – Green Roof – San Bruno
Walt Disney Imagineering	Art Center Pasadena
Disney Animal Kingdom, Florida	

Our Associates include:

- Lisa Lee Benjamin - noted green roof authority, organic methodology - San Francisco, Denver
- Scott Ogden – horticulturalist, designer, author of Plant-Driven Design: Creating Gardens That Honor Plants, Place, and Spirit (2008) - Austin TX, Ft Collins CO
- Sean Hogan – nurseryman, author, designer - Portland OR

GREENLEE & ASSOCIATES 284 Visitacion Avenue Brisbane, CA 94005
Office: (415) 468-1961 John's cell: (909) 821-1612
greenleeandassociates@gmail.com



Scope of Work

The general Scope of Work will be as outlined in the "Scope of Work" Section of the RFP for **Landscape Architectural Services for the La Paz Road Open Space, CIP No. 615**, issued October 10, 2012. More specifically, **Richard Fisher Associates** proposes to provide an enhanced Scope of Work as follows:

TASK A: CONCEPTUAL PLAN MODIFICATIONS AND APPROVALS

Task A-1 through A-4: Pre-design Research

- Perform research of such items as Parcels designations; Utilities availabilities and existing points-of-connections; precise Equestrian Trail connections' alignments; detailed field review of existing amenities, and final Precise Grading Plans for the Commercial Center Expansion.

Task A-5: Topographic Survey

- Prepare Aerial Photogrammetric Survey as well as perform field survey work to obtain grades at trail undercrossings and proposed trail / city sidewalk connections, from Alameda to Commercial Center entrance
- Obtain current Topographic data from Project Engineer for 50' X 700' parcel adjacent to expanded Commercial Center

Task A-6 through A-7: "Kick-Off" Meeting

- Attend an introductory "Kick-Off" meeting with City staff to discuss the Scope of the Work, available budget, obtain input on any proposed site furnishings, and receive any other directions regarding the project.

Task A-8: Updating of Concept Plan Design

- Based on Staff input, make minor modifications to both the July 2009 and the March 2012 Concept Plans for the main parcel, as required. (These two Concept Plans have already been prepared by Richard Fisher Associates). On both Concept Plans, add the conceptual rendering of proposed amenities for the 50' X 700' area adjacent to the expanded Commercial Center.

Task A-9: Preparation of Third Alternative Concept Plan

- Prepare a third Concept Plan with alternative site improvements.

Task A-10: Review of 3 Concept Plans

- Conduct a City staff review of the three Concept Plans, in preparation for presentations to the Parks & Recreation Commission.

Task A-11: Parks & Recreation Commission Presentation of Concept Plans

- Make a presentation of the three alternative Concept Plans to the Parks & Recreation Commission for recommendation of preferred Concept Plan.

Task A-12: Updating of Concept Plan Design

- Based on P&R Commission input, make minor modifications to the preferred Concept Plan, as required, for finalization as the preferred plan.

Task A-13: Preferred Concept Plan Cost Estimates

- Prepare a detailed Estimate of Probable Construction Costs for the preferred plan, to obtain early confirmation of costs for open space amenities relative to the total budgeted construction amount.

Task A-14: Review of Final Concept Plan

- Conduct a City staff review of the final Concept Plan, in preparation for presentations to the Parks & Recreation Commission and City Council.
- (Optional task of second P & R Commission presentation, only if consensus was not accomplished in Task A-11).

Task A-15: Parks & Recreation Commission Presentation of Concept Plan

- Make a presentation of the final Concept Plan to the Parks & Recreation Commission for recommendations of approval.
- (Optional task, only if consensus of Parks & Recreation Commission was not accomplished in Task A-11).

Task A-16: City Council Presentation of Concept Plan

- Make a presentation of the final Concept Plan to the City Council for approval.
- Presentation materials will include both full-size renderings and electronic copies of the three Concept Plans
- Any minor directives will then be incorporated into the Construction Documents package.
- (A second presentation to the City Council will be made only if necessary).

TASK B: DESIGN DEVELOPMENT & PLANS, SPECIFICATIONS & ESTIMATES

Task B-1: Updated Field Research

- Conduct detailed field reviews of existing Trails Undercrossings, Irrigation Controllers, Electrical points-of-connections, and locations of existing drainage inlets.
- Obtain, from the City, Geotechnical and Soils Reports.

Task B-2: Base Sheets Preparation

- **RFA** will take new topographic plans and create a digital base. (NOTE: 20' scale project plans will require three base sheets per design discipline.)

Task B-3: Design Development

- Using design concepts indicated on the Final Concept Plan, perform detailed design development for the implementation of all design features.

Task B-4: Prepare Construction Drawings

- Prepare the project plans at 20' scale drawings. It is anticipated that the comprehensive plan set will be approximately 30 sheets.
- The overall Site Plan will be a 40' scale plan.
- Prepare all appropriate supporting Detail / Legend Sheets for open space improvements.

Task B-5: Prepare Specifications

- Prepare Special Provisions Sections (in Greenbook format) and Bid Form pages (incorporating current City boilerplate sections) for the Contract Documents and Specifications.

Task B-6: Prepare Final Cost Estimate

- Prepare Estimate of Probable Construction Costs.

Task B-7: Plan Submittals

- Submit progress sets of plans for City staff review at 75%, 95%, and 100% completion

Task B-8: Plan Check Processing

- Conduct internal plan checking for completeness and coordinated information between design disciplines.
- Respond to City plan check comments and finalize Plans and Specifications.

Task B-9: Project Management

- Provide project management efforts throughout the preparations of all Construction Documents.

Task B-10: Meeting with the Adjacent Homeowners Association (if requested)

Task B-11: Support of Bid Process

- Provide responses to bid questions within 24 hours of issuance of questions
- Evaluate Bid results
- Attend Pre-construction Conference

Task B-12: Preparation and Submittal of Monthly Progress Reports (as required)

TASK C: CONSTRUCTION SUPPORT SERVICES

Task C-1: Provide Construction Administrative Support

- Respond to RFI's and Submittals (maximum 7-day turnaround).
- Attend Construction Status Meetings (twice per month of construction).

Task C-2: Provide Construction Observation Support

- Provide, on request, in coordination with City Inspector, field observation of final grading, improvements layout, nursery inspection of plant materials and preparation of a corrections list.
- Provide telephone consultations upon request.

Task C-3: Provide Record Drawings

- Prepare Drawings of Record on Mylar within 30 days of project completion.

SCHEDULE OF PERFORMANCE

CITY OF LAGUNA HILLS LA PAZ OPEN SPACE PROJECT- ALAMEDA TO MOULTON

TASK	ACTIVITY	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	WEEK 13	WEEK 14	WEEK 15	WEEK 16	WEEK 17	WEEK 18	WEEK 19	WEEK 20	WEEK 21	WEEK 22	WEEK 23	WEEK 24	WEEK 25	WEEK 26	WEEK 27	WEEK 28	WEEK 29	
	NOTICE TO PROCEED																														
TASK A - CONCEPT PLANS																															
A-1 TO A-4	PRE-DESIGN RESEARCH																														
A-5	TOPOGRAPHIC SURVEY																														
A-6 TO A-7	KICK-OFF MEETING																														
A-8	UPDATING OF CONCEPT PLAN DESIGN																														
A-9	PREP. OF ALT. CONCEPT PLAN																														
A-10	REVIEW OF 3 CONCEPT PLANS																														
A-11	PRESENTATION TO P&R COMMISSION																														
A-12	UPDATING OF FINAL CONCEPT PLAN																														
A-13	PREFERRED CONCEPT COST ESTIMATES																														
A-14	REVIEW OF FINAL CONCEPT PLAN																														
A-15	PARKS & REC COMMISSION PRESENT'N (Option)																														
A-16	CITY COUNCIL PRESENTATION																														
TASK B - PLANS, SPEC'S & ESTIMATES																															
B-1	UPDATED FIELD RESEARCH																														
B-2	BASE SHEETS PREP.																														
B-3	DESIGN DEVELOPMENT																														
B-4	PREPARE CONSTRUCTION DRAWINGS																														
B-5	PREPARE SPECIFICATIONS																														
B-6	PREPARE FINAL COST ESTIMATE																														
B-7	PLAN SUBMITTALS																														
B-8	PLAN CHECK PROCESSING																														
B-9	PROJECT MANAGEMENT																														
B-10	HOA PRESENTATION (Optional)																														
B-11	SUPPORT OF BID PROCESS																														
B-12	PREP & SUBMITTAL OF STATUS REPORTS																														
TASK C - CONSTRUCTION SUPPORT SERVICES																															
C-1	CONSTRUCTION ADMINISTRATIVE SUPPORT																														
C-2	CONSTRUCTION OBSERVATION SUPPORT																														
C-3	RECORD DRAWINGS																														

The percentage of time the collective RFA staff members will provide to this project as a comparison to all other work they are performing is 26%.
For the percentage of time each individual RFA staff member will provide to this project as a comparison to all other work they are performing,
please see this information at the bottom of the Schedule of Compensation / Fees spreadsheet in the enclosed envelope.



November 7, 2012

Ken Rosenfield
Director of Public Services / City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Professional Services Agreement Statement of Acceptance

Dear Selection Committee:

Richard Fisher Associates respectfully requests the continued approval of a modification to language within the Indemnification Section of the Agreement. The proposed modification was mutually agreed upon by both parties as seen below on August 16, 2012 modified Indemnification Section as follows:

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness, or willful misconduct of Consultant to any extent, then City shall reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs, and expenses that were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

All other language within the City's PSA are acceptable as written.

CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of Richard Fisher Associates that all persons employed by Richard Fisher Associates are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil rights Act of 1964, the Unruh Civil Rights Acts, and the Americans With Disabilities Act.

Name: Richard A. Fisher
Signature: Richard A. Fisher
Title: President

CITY OF LAGUNA HILLS
CERTIFICATE OF
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF ENTITY: Richard Fisher Associates

State: EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES (if any).
None

State: FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:
(If known and applicable, please state the percentage ownership interest)

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signed this 7th day of November, 2012, at Santa Ana, California.

Name: Richard A. Fisher
Signature: Richard A. Fisher
Title: President

Schedule of Compensation / Fees

Client: **City of Laguna Hills**
Project Name: **La Paz Open Space Project - Alameda to Moulton**

Date: 11/7/2012

TASK	DESCRIPTION	Principal Hrs	145.00	Associate Hrs	110.00	CADD Hrs	85.00	Clerical Hrs	60.00	dd Pagano	Fusco	FBA	Greenlee	TOTAL
TASK A: CONCEPT PLANS														
A-1 to A-4	Pre-design Research	23.5	3,407.50	64	7,040.00	0	0.00	0	0.00	0.00	0.00	0.00	0.00	10,447.50
A-5	Topographic Survey	2	290.00	0	0.00	0	0.00	0	0.00	0.00	7,475.00	0.00	0.00	7,765.00
A-6 to A-7	Kick-Off Mtg - City Staff Consult'n	10	1,450.00	10	1,100.00	0	0.00	0	0.00	0.00	0.00	0.00	0.00	2,550.00
A-8	Updating of Concept Plan Design	12	1,740.00	17.5	1,925.00	20	1,700.00	0	0.00	0.00	0.00	0.00	0.00	5,365.00
A-9	Preparation of Alternative Plans	1	145.00	8	880.00	12	1,020.00	0	0.00	0.00	0.00	0.00	0.00	2,045.00
A-10	Review of 3 Concept Plans	2	290.00	0	0.00	0	0.00	0	0.00	0.00	0.00	0.00	0.00	290.00
A-11	Presentation to P&R Commission	2	290.00	0	0.00	0	0.00	0	0.00	0.00	0.00	0.00	0.00	290.00
A-12	Updating of Final Concept Plan	1	145.00	2	220.00	6	510.00	0	0.00	0.00	0.00	0.00	0.00	875.00
A-13	Preferred Concept Cost Estimates	1	145.00	8	880.00	4	340.00	2	120.00	0.00	0.00	0.00	0.00	1,485.00
A-14	Review of Final Concept Plan	2	290.00	0	0.00	0	0.00	0	0.00	0.00	0.00	0.00	0.00	290.00
A-15	Presentation to P&R Commission	2	290.00	0	0.00	0	0.00	0	0.00	0.00	0.00	0.00	0.00	290.00
A-16	Presentation to City Council	2	290.00	0	0.00	0	0.00	0	0.00	0.00	0.00	0.00	0.00	290.00
Totals (Tasks A1-A16)		60.5	8,772.50	109.5	12,045.00	42.0	3,570.00	2.0	120.00	0.00	7,475.00	0.00	0.00	31,982.50
TASK B: PLANS, SPECIFICATIONS & ESTIMATES													SUBTOTAL TASK A: 31,982.50	
B-1	Updated Field Review	2	290.00	8	880.00	8	680.00	0	0.00	0.00	0.00	0.00	0.00	1,850.00
B-2	Prepare Base Sheets	0	0.00	9	990.00	27	2,295.00	0	0.00	0.00	0.00	0.00	0.00	3,285.00
B-3	Design Development	24	3,480.00	58	6,380.00	76	6,460.00	3	180.00	0.00	0.00	0.00	0.00	16,500.00
B-4	Prepare Construction Drawings	6	870.00	120	13,200.00	184	15,640.00	0	0.00	20,735.00	6,000.00	5,750.00	2,000.00	64,195.00
B-5	Prepare Specifications	8	1,160.00	0	0.00	0	0.00	8	480.00	535.00	0.00	0.00	0.00	2,175.00
B-6	Prepare Cost Estimate	2	290.00	8	880.00	8	680.00	6	360.00	0.00	0.00	0.00	0.00	2,210.00
B-7	Plan Submittals	2	290.00	2	220.00	4	340.00		0.00	0.00	0.00	0.00	0.00	850.00
Totals (Tasks B1-B7)		44.0	6,380.00	205.0	22,550.00	307.0	26,095.00	17.0	1,020.00	21,270.00	6,000.00	5,750.00	2,000.00	91,065.00

11/27/2012 ITEM NO. 4.2

Schedule of Compensation / Fees

TASK	DESCRIPTION	Principal Hrs	145.00	Associate Hrs	110.00	CADD Hrs	85.00	Clerical Hrs	60.00	dd Pagano	Fusco	FBA	Greenlee	TOTAL
TASK B: PLANS, SPECIFICATIONS & ESTIMATES (CONT'D)														
B-8	Plan Check Processing	8	1,160.00	16	1,760.00	12	1,020.00	4	240.00	776.00	0.00	0.00	0.00	4,180.00
B-9	Project Management	20	2,900.00	10	1,100.00	0	0.00	6	360.00	665.00	0.00	0.00	0.00	4,360.00
B-10	HOA Presentation (Optional)		0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00
B-11	Support of Bid Process	4	580.00	4	440.00		0.00		0.00	0.00	0.00	0.00	0.00	1,020.00
B-12	Prep & Submittal of Status Reports	6	870.00		0.00		0.00	3	180.00	0.00	0.00	0.00	0.00	1,050.00
Totals (Tasks B8-B12)		38	5,510.00	30	3,300.00	12	1,020.00	13	780.00	1,441.00	0.00	0.00	0.00	10,610.00
SUBTOTAL TASK B:														101,675.00
SUBTOTAL TASKS A & B:														133,657.50
TASK C: CONSTRUCTION SUPPORT SERVICES														
C-1	Construction Admin Support	8	1,160.00	8	880.00		0.00		0.00	0.00	0.00	0.00	0.00	2,040.00
C-2	Construction Observation Support	8	1,160.00	4	440.00		0.00		0.00	0.00	0.00	0.00	0.00	1,600.00
C-3	Record Drawings	2	290.00		0.00	4	340.00		0.00	0.00	0.00	0.00	0.00	630.00
Totals (Tasks C1-C3)		18	2,610.00	12	1,320.00	4	340.00	0	0.00	0.00	0.00	0.00	0.00	4,270.00
Reimbursables														2,000.00
TOTAL FIXED FEE:														139,927.50

Staff Category Time Commitment to the Scope of Work

	Principal		Associate		CADD		Clerical	
	Hrs	%	Hrs	%	Hrs	%	Hrs	%
Total	160.5	21.00	356.5	40.00	365.0	40.00	32.0	4.00

Subconsultants:

d.d. Pagano - Irrigation

Fusco Engineering - Topography, Grading & Drainage

FBA Engineering - Electrical

Greenlee & Associates - Horticulture

Richard Fisher Associates



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER**

ISSUE: PROGRESS PAYMENT NO. 5, FINAL, FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 5, FINAL, IN THE NET AMOUNT OF \$1,578.47, TO SIGNATURE CONTRACTORS, FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

SUMMARY:

Work on the Community Center & Sports Complex Playground Renovations and Light Refurbishment, CIP No. 514, and Costeau Park Playground Refurbishment, CIP No. 239, began on February 28, 2011, and was substantially completed in the fall of 2011. The contractor, Signature Contractors, has, however, only recently completed the final details of the work. The contractor has submitted the fifth and final progress payment request for approval. The project has been satisfactorily completed and it is now time to file the Notice of Completion.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A ten (10) percent retention is withheld from each payment to assure final performance of

November 27, 2012

the work. The contractor for the project, Signature Contractors, has submitted the fifth and final progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
<u>Lighting</u>					
2-4	New ABS Base Covers	35	EA	\$ 50.11	\$ 1,753.85
	Total To Date			\$262,623.45	
	Less Prior Billing			<u>\$260,869.60</u>	
	Total This Period			\$ 1,753.85	\$ 1,753.85
	Less 10% Retention				<u>\$ (175.38)</u>
					\$ 1,578.47

The contractor has now completed the project and it is now appropriate to record the Notice of Completion.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Community Center & Sports Complex Playground Renovations and Light Refurbishment, CIP No. 514, and Costeau Park Playground Renovations, CIP No. 239.

ATTACHMENTS:

- Notice of Completion

Recording Requested by and
When Recorded Mail to:

Peggy J. Johns, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on November 27, 2012.

Description of Improvements

Community Center & Sports Complex Playground Renovations and Light Refurbishment, CIP No. 514 and Costeau Park Playground Renovations, CIP No. 239: consists of clearing and grubbing, concrete removals, grading, concrete, electrical/lighting, painting, play equipment installation, and resilient surfacing placement.

General Location

Costeau Park located at the intersection of Costeau Street and Alicia Parkway and within the Community Center located at 25555 Alicia Parkway, Laguna Hills, CA 92653.

Owner of Property Address

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

Contractor

Signature Contractors
Mr. Lou Gabriel, Owner
28241 Crown Valley Parkway #F293
Laguna Niguel, CA 92677

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

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

Dated: November 27, 2012

Kenneth H. Rosenfield, P.E., Director of Public Works/City Engineer
City of Laguna Hills



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER**

ISSUE: COOPERATIVE AGREEMENTS C-2-1995, C-2-1996, AND C-2-1997 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE IMPLEMENTATION OF TRAFFIC SIGNAL SYNCHRONIZATION PROJECTS ON OSO PARKWAY, LOS ALISOS BOULEVARD AND LAKE FOREST DRIVE, RESPECTIVELY, CIP NO. 168B

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE COOPERATIVE AGREEMENTS C-2-1995, C-2-1996, AND C-2-1997 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE IMPLEMENTATION OF TRAFFIC SIGNAL SYNCHRONIZATION PROJECTS ON OSO PARKWAY, LOS ALISOS BOULEVARD AND LAKE FOREST DRIVE, RESPECTIVELY, CIP NO. 168B, AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENTS AND THE CITY CLERK TO ATTEST THERETO.

SUMMARY:

The City Council was previously advised on July 10, 2012, that the Orange County Transportation Authority (OCTA) had approved grant funding of four traffic signal synchronization projects in the City. Three of the four project corridors, the ones that are the subject of this report, are multi-jurisdictional and OCTA will take the lead in retaining the Consultants and Contractors to implement these projects. To initiate the work, OCTA has requested each of the affected agencies approve the attached Cooperative Agreements. Approval of these Agreements is recommended. Separately, the City is administering its own traffic signal synchronization project along Paseo de Valencia, which is the "fourth" project.

BACKGROUND:

Mid this year, OCTA advised the City that the applications for grant funding for traffic signal synchronization projects along Oso Parkway, Los Alisos Boulevard, Lake Forest Drive and Paseo de Valencia were approved. Previously, on July 10, 2012, the City Council authorized the design work to proceed on the Paseo de Valencia project and this

work is being administered directly by the City. The remaining three projects, being multi-jurisdictional in nature, are being administered by OCTA. To initiate these three projects, OCTA has requested the City approve the attached Cooperative Agreements described as follows:

<u>Agreement #</u>	<u>Arterial Highway and Limits</u>
C-2-1995	Oso Parkway from Aliso Viejo Parkway to SR-241 (From the City of Aliso Viejo to County Unincorporated)
C-2-1996	Los Alisos Boulevard from Paseo de Valencia to Altisima (From the City of Laguna Hills to the City of Rancho Santa Margarita)
C-2-1997	Lake Forest Drive from SR-133 to Rockfield Boulevard (From the City of Irvine to the City of Lake Forest)

The projects are anticipated to occur simultaneously over the next 18 months and will enhance traffic flow on each of the arterial highway corridors. Each of the above-described Cooperative Agreements are substantially similar with OCTA generally being responsible for project implementation and each affected agency being responsible for providing matching funds and consultations, as needed. Approval of the attached Agreements is recommended.

FISCAL IMPACT:

For the Traffic Signal Synchronization Projects, the City will be required to provide matching funds as a combination of cash payments and in-lieu staff and consultant services time as follows:

<u>Arterial Highway</u>	<u>Cash Match</u>	<u>In-lieu Match</u>
Oso Parkway	\$29,298.75	\$27,173.25
Los Alisos Boulevard	\$ 9,081.00	\$ 9,080.00
Lake Forest Drive	<u>\$10,896.08</u>	<u>\$ 9,896.09</u>
Totals	\$49,275.83	\$46,149.34 = \$95,425.17

The value of the four Traffic Signal Synchronization projects to the City is estimated to be \$450,000. The Capital Improvement Program Budget includes Traffic Signal Coordination Projects, CIP NO. 168, in Fiscal Year 2014-15. To fund the current projects, during the next budget preparation cycle, the necessary funding will need to be accelerated by one year.

CEQA FINDINGS:

The OCTA, as lead agency, is responsible for CEQA determinations.

ATTACHMENTS:

- Cooperative Agreement C-2-1995
- Cooperative Agreement C-2-1996
- Cooperative Agreement C-2-1997

COOPERATIVE AGREEMENT NO. C-2-1995

BY AND BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THE CITIES OF LAGUNA HILLS, ALISO VIEJO, MISSION VIEJO,

AND

THE COUNTY OF ORANGE

FOR

IMPLEMENTATION OF

**THE PACIFIC PARK DRIVE/OSO PARKWAY TRAFFIC SIGNAL SYNCHRONIZATION PROJECT
FUNDED AS PART OF THE MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION
PROGRAM (PROJECT P)**

**THIS AGREEMENT, is effective this ____ day of _____, 2012 by and between the
Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California
92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"),
and the Cities of Laguna Hills, Aliso Viejo, Mission Viejo, and the County of Orange (hereinafter
referred to as the "PARTICIPATING AGENCIES").**

**WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES are
working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the
Renewed Measure M (M2) Regional Traffic Signal Synchronization Program Project P (Project P) to
enhance countywide traffic flow and reduce congestion; and**

**WHEREAS, the AUTHORITY has completed the competitive 2012 Call for Projects (hereinafter,
"2012 CALL") in support of Project P and awarded Project P funds based on the application
(hereinafter, "APPLICATION") prepared by the City of Laguna Hills (hereinafter referred to as the
"APPLICANT AGENCY") for implementation of signal synchronization of traffic signals along Pacific
Park Drive/Oso Parkway (hereinafter, "PROJECT"); and**

1 **WHEREAS**, the PARTICIPATING AGENCIES in their approved APPLICATION have elected
2 to designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry
3 out the signal coordination PROJECT; and

4 **WHEREAS**, the PROJECT will include approximately thirty-one (31) traffic signals as
5 identified in the APPLICATION and illustrated in the PROJECT Scope of Work, which is attached
6 and referred to herein as Attachment A; and

7 **WHEREAS**, the PROJECT will include elements identified in the APPLICATION including
8 certain hardware and software upgrades to traffic controllers, traffic telecommunications and intertie
9 systems, central traffic master controllers and associated systems (hereinafter collectively referred
10 to as "TRAFFIC CONTROL ELEMENTS"), will be constructed and or installed and implemented as
11 part of the PROJECT as identified in Attachment A; and

12 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to
13 coordinate the inclusion of other traffic control elements that must be installed at the same time as
14 the construction of the PROJECT that are NOT included in Attachment A and will be the
15 responsibility of the AGENCY owning each and any of those traffic control elements during the
16 course of the project; and

17 **WHEREAS**, the AUTHORITY agrees to implement the PROJECT based on Attachment A.

18 **WHEREAS**, the PARTICIPATING AGENCIES agree to allocate and provide a combined cash
19 and in-kind match of one hundred, twenty-two thousand, five hundred, fifty-five dollars and fifty cents
20 (\$122,555.50), equivalent to twenty percent (20%) of the PROJECT cost (see Attachment B); and

21 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this
22 Agreement to implement the PROJECT in support of Project P as part of M2; and

23 **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions and funding
24 responsibilities between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation
25 of the PROJECT.

26 **WHEREAS**, the Orange County Transportation Authority Board of Directors approved funding

for the PROJECT and authorized the Chief Executive Officer to negotiate and execute this cooperative agreement on October 15, 2012.

WHEREAS, the CITY of Laguna Hills' City Council approved this Agreement on the ____ day of ____, 20__.

WHEREAS, the CITY of Aliso Viejo's City Council approved this Agreement on the ____ day of ____, 20__.

WHEREAS, the CITY of Mission Viejo's City Council approved this Agreement on the ____ day of ____, 20__.

WHEREAS, the County of Orange's Board of Supervisors approved this Agreement on the ____ day of ____, 20__; and

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and the PARTICIPATING AGENCIES as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and the PARTICIPATING AGENCIES and it supersedes all prior representations, understandings and communications between the parties. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except

1 when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a
2 written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

3 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's
4 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
5 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of
6 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force
7 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING
8 AGENCIES except when specifically confirmed in writing by an authorized representative of
9 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in
10 accordance with the provisions of this Agreement.

11 **ARTICLE 2. SCOPE OF AGREEMENT**

12 This Agreement specifies the roles and responsibilities of the PARTIES as they pertain to the
13 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree
14 that each will cooperate and coordinate with the other in all activities covered by this Agreement and
15 any other supplemental agreements that may be required to facilitate purposes thereof.

16 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

17 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

18 A. AUTHORITY shall implement the PROJECT based on the APPLICATION prepared by
19 the APPLICANT AGENCY in accordance with the policies and procedures contained in the CTFP
20 Guidelines.

21 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal
22 operational integrity between PROJECT and other existing and new M2 Project P funded projects.

23 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation
24 necessary to acquire a Categorical Exemption from CEQA for PROJECT.

25 D. AUTHORITY shall perform web-based public outreach activities for the project to
26 communicate major project milestones and results.

1 D. AUTHORITY shall provide formats, templates, and guidance in reporting requirements
2 as described in CTFP.

3 E. AUTHORITY, or agents of AUTHORITY, may upon close-out of PROJECT under this
4 Agreement, perform a technical and or field review to ensure that the CTFP Guidelines policies and
5 procedures were followed. Such a review may be performed one hundred and eighty (180) days after
6 the PROJECT three-year grant period is complete. If the technical and or field review determines that
7 any of the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must
8 return the amount of funding used to perform the ineligible activity to AUTHORITY.

9 F. AUTHORITY will invoice the PARTICIPATING AGENCIES as identified in the
10 PROJECT 2012 CALL APPLICATION and Attachment B for the dollar match at the start of the
11 PROJECT.

12 G. AUTHORITY will request updates on the PROJECT as part of semi-annual review
13 process, including documentation of in-kind match conforming to Attachment B and will include the
14 PROJECT in the list of active projects in OCFundtracker until completion of the three year grant period.
15 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase
16 orders.

17 **ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

18 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the
19 implementation of the PROJECT:

20 A. AUTHORITY will act as the LEAD AGENCY for the work necessary to manage, procure,
21 and complete the PROJECT as identified in Attachment A.

22 B. To coordinate outreach with the PARTICIPATING AGENCIES for the PROJECT.

23 C. To collect manual intersection movement and automated machine traffic counts.

24 D. To develop new timing plans optimized for signal synchronization.

25 E. To provide updated timing plans and traffic count data to the PARTICIPATING
26 AGENCIES.

1 F. To prepare a "Before and After Study" for the PROJECT. As described in the Measure
2 M2 Eligibility Guidelines adopted by the AUTHORITY, the "Before and After Study" for the project is
3 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section
4 B.III.9) for the project. The AUTHORITY shall provide the "Before and After Study" to the
5 PARTICIPATING AGENCIES in draft and final formats for comment and comments shall be noted in
6 the final study.

7 G. To provide Ongoing Monitoring and Maintenance of optimized signal timing after
8 Primary Implementation of the PROJECT is completed and continue until the end of the three year
9 grant period.

10 **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

11 The PARTICIPATING AGENCIES agree to the following responsibilities for implementation
12 and funding of the PROJECT:

13 A. Provide a technical representative to meet and participate as a member of the
14 PROJECT's Traffic Forum.

15 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of the
16 PROJECT.

17 C. To participate and support the PROJECT implementation within the timeframe
18 outlined in the APPLICATION and consistent with the CTFP Guidelines adopted by the
19 AUTHORITY.

20 D. To provide the AUTHORITY all current intersection, local field master, and or central
21 control system timing plans and related data upon request.

22 E. To provide the local match and or documentation for the in-kind services for the
23 PROJECT in accordance with Attachment B. Failure to provide included match and or evidence of
24 in-kind service may result in the loss of future participation for competitive funds.

25 F. PARTICIPATING AGENCIES that have included a dollar match as identified in
26 Attachment B shall provide payment for the dollar match to the AUTHORITY within 30 calendar days

1 of receipt of an invoice.

2 G. PARTICIPATING AGENCIES that have included an in-kind match as identified in
3 Attachment B shall provide documentation of conformance as part of the semi-annual review process.

4 H. PARTICIPATING AGENCIES shall provide updates to the AUTHORITY on the
5 PROJECT as part of semi-annual review process until completion of the three year PROJECT grant
6 period. Documents to be provided include, but are not limited to, payroll records, contracts, and
7 purchase orders.

8 I. PARTICIPATING AGENCIES shall continue Ongoing Monitoring and Maintenance after
9 the three year grant period is complete and continue until the end of the PROJECT if additional
10 Maintenance of Effort is specified in the APPLICATION.

11 **ARTICLE 6. DELEGATED AUTHORITY**

12 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this
13 Agreement are delegated to its City Managers, or equivalent designee, and the actions required to be
14 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief
15 Executive Officer.

16 **ARTICLE 7. AUDIT AND INSPECTION**

17 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in
18 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING
19 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,
20 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a
21 period of five (5) years after final payment, or until any on-going audit is completed. For purposes of
22 audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of
23 PARTICIPATING AGENCIES' final billing (so noted on the invoice), if applicable, under this Agreement.
24 AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above
25 provision with respect to audits shall extend to and or be included in contracts with PARTICIPATING
26 AGENCIES' contractor.

ARTICLE 8. INDEMNIFICATION

1 A. The PARTICIPATING AGENCIES shall jointly and severally indemnify, defend and hold
2 harmless the AUTHORITY, its officers, directors, employees and agents from and against any and all
3 claims (including attorney's fees and reasonable expenses for litigation and settlement) for any loss or
4 damages, bodily injuries, damage to, or loss of property caused by the negligent acts, omissions or
5 willful misconduct by the PARTICIPATING AGENCIES, its officers, directors, employees or agents in
6 connection with or arising out of the performance of this Agreement.

7 B. The PARTICIPATING AGENCIES shall maintain adequate levels of insurance, or self-
8 insurance to assure full indemnification of AUTHORITY.

9 C. AUTHORITY shall indemnify, defend and hold harmless the PARTICIPATING
10 AGENCIES, its officers, directors, employees or agents, and or its officers, directors, employees or
11 agents from and against any and all claims (including attorney's fees and reasonable expenses for
12 litigation and settlement) for any loss or damages, bodily injuries, damage to, or loss of property caused
13 by the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees
14 or agents in connection with or arising out of the performance of this Agreement.

15 D. AUTHORITY shall maintain adequate levels of insurance, or self-insurance to assure full
16 indemnification of the PARTICIPATING AGENCIES.

17 **ARTICLE 9. ADDITIONAL PROVISIONS**

18 A. Term of Agreement: This Agreement shall continue in full force and effect until
19 December 31, 2015.

20 B. This Agreement may be extended or amended in writing at any time by the mutual
21 consent of both parties. No amendment shall have any force or effect unless executed in writing by
22 both parties.

23 C. The AUTHORITY and the PARTICIPATING AGENCIES agree to work together in good
24 faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the
25 performance of this Agreement.
26

1 D. Legal Authority: The AUTHORITY and the PARTICIPATING AGENCIES hereto
2 represent that they are authorized to execute this Agreement on behalf of said parties and that, by so
3 executing this agreement, the parties hereto are formally bound to the provisions of this Agreement.

4 E. Severability: If any term, provision, covenant or condition of this Agreement is held to be
5 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
6 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
7 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8 F. Counterparts of Agreement: This Agreement may be executed and delivered in any
9 number of counterparts, each of which, when executed and delivered shall be deemed an original and
10 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

11 G. In the event that the PROJECT Costs exceed the estimates as submitted in the
12 APPLICATION as prepared by the APPLICANT AGENCY, all parties agree to meet and determine
13 PROJECT revisions to meet the budget or a revised funding proposal by PARTICIPATING AGENCIES
14 which shall be documented and submitted in writing as a revision to the agreement.

15 H. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,
16 state and local laws, statutes, ordinances and regulations of any governmental authority having
17 jurisdiction over the PROJECT.

18 I. Force Majeure: Either Party shall be excused from performing its obligations under this
19 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
20 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;
21 commandeering of material, products, plants or facilities by the federal, state or local government;
22 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of
23 such cause is presented to the other Party, and provided further that such nonperformance is
24 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

25 J. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, or
26 authority hereunder may be assigned in whole or in part by either Party without the prior written consent

of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

L. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

M. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party.

N. Notices: Any notices, requests, or demands made between the parties pursuant to this Agreement are to be directed as follows:

To CITY OF LAGUNA HILLS:	To CITY OF ALISO VIEJO:
City of Laguna Hills	City of Aliso Viejo
24035 El Toro Road Laguna Hills, CA 92653	12 Journey Suite 100 Aliso Viejo, CA 92656
Attention: Kenneth Rosenfield City Engineer/Public Works Director	Attention: Shaun S. Pelletier City Engineer / Director of Public Works
Tel: 949/707-2655	Tel: 949/425-2533
Email: krosenfield@ci.laguna-hills.ca.us	Email: spelletier@cityofaliso Viejo.com

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To CITY OF MISSION VIEJO:	To COUNTY OF ORANGE:
City of Mission Viejo	County of Orange
200 Civic Center Mission Viejo, CA 92691	300 North Flower Street Santa Ana, CA 92703
Attention: Philip Nitollama Traffic Engineer	Attention: Isaac Alonso Rice Traffic Engineer
Tel: 949/470-3068	Tel: 714/245-4569
Email: pnitollama@cityofmissionviejo.org	Email: isaac.alonso.rice@ocpw.ocgov.com

To AUTHORITY:
Orange County Transportation Authority
550 South Main Street Orange, CA 92863-1584
Attention: Venita Todd Senior Contracts Administrator
Tel: 714/560-5427
Email: vtodd@octa.net

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
2 No. C-2-1995 to be executed on the date first above written.

3
4 CITY OF LAGUNA HILLS

ORANGE COUNTY TRANSPORTATION AUTHORITY

5
6 By: _____
7 Melody Carruth
8 Mayor

By: _____
Meena Katakia
Manager, Capital Projects

9
10 ATTEST:

APPROVAL RECOMMENDED:

11
12 By: _____
13 Peggy J. Johns
14 City Clerk

By: _____
Kennard R. Smart, Jr.
General Counsel

15
16 APPROVED AS TO FORM:

17
18 By: _____
19 Gregory E. Simonian
20 City Attorney

21
22 Dated: _____
23
24
25
26

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
2 No. C-2-1995 to be executed on the date first above written.

3
4 **CITY ALISO VIEJO**

5 By: _____
6 Mark Pulone
7 City Manager

8 **ATTEST:**

9 By: _____
10 Susan Ramos
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 Scott C. Smith
15 City Attorney

16 Dated: _____
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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
2 No. C-2-1995 to be executed on the date first above written.

3
4 **CITY MISSION VIEJO**

5 By: _____
6 Frank Ury
 Mayor

7
8 **ATTEST:**

9 By: _____
10 Karen Hamman
 City Clerk

11
12 **APPROVED AS TO FORM:**

13 By: _____
14 William P. Curley III
 City Attorney

15 Dated: _____
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1 **IN WITNESS WHEREOF,** the parties hereto have caused this Agreement
2 No. C-2-1995 to be executed on the date first above written.

3
4 **COUNTY OF ORANGE**

5 By: _____
6 John M. W. Moorlach
 Chairman, Board of Supervisors

7 **ATTEST:**

8
9 By: _____
 Susan Novak
 Clerk of the Board

10
11 **APPROVED AS TO FORM:**

12 By: _____

13
14 Dated: _____

SCOPE OF WORK

Pacific Park Drive / Oso Parkway Corridor TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

The Orange County Transportation Authority (Authority or OCTA) desires to provide the components necessary to improve and enhance signal timing and synchronization services and operations for all signalized intersections on the Pacific Park Drive / Oso Parkway Corridor Traffic Signal Synchronization Project (PROJECT).

This eight (8) mile stretch of PROJECT includes thirty-one (31) signalized intersections and includes four (4) Orange County agencies (AGENCY or AGENCIES). The street was proposed for synchronization by the City of Laguna Hills as part of the 2012 Project P corridors from Renewed Measure M (M2). The term PARTIES shall refer to all participating AGENCIES and OCTA

The PROJECT passes through the cities of Laguna Hills, Aliso Viejo, Mission Viejo, and the County of Orange. Signals along the corridor are controlled by these AGENCIES. The AGENCIES along the corridor utilize several different types of controllers, including Type 170 C8, Type 2070, NEMA TS - 1, 2 by Econolite, and other manufacturer's each with their own respective firmware or operating systems and characteristics.

The main goals and objective of this project is to:

- Perform an operations and timing analysis to develop and implement optimized traffic signal synchronization timing, including the development and implementation of timing plans at all signalized intersections;
- Determine and make recommendations for all traffic signal equipment and infrastructure related solely to improve and/or enhance synchronization; and
- Upon approval by the owning AGENCY and OCTA, procure, furnish and install all approved infrastructure improvements for PROJECT.

The implementation of the new optimized timing and infrastructure improvements will:

- Provide signal synchronization timing for prevailing traffic patterns
- Maximize the number of intersections traversed on a green indication vs. those stop by a red indication
- Reduce stops, decrease travel times, and reduce overall delay,
- Reduce emissions and Green House Gases (GHG); and
- Provide a continuing foundation for interjurisdictional cooperation in coordination of interactive but autonomous local AGENCY traffic signal systems.

The following specific tasks are required to be performed in the course of providing service for the traffic signal coordination project. Tasks are listed in sequential order for clarity. However, some tasks may run concurrently or commence prior to the order listed.

Task 1: Project Management

Task 1: Project Management is ongoing throughout the duration of the project. This task includes day-to-day project management, such as meetings, progress reports, tracking of schedules, invoicing, and overall administration of the project. The project management team, comprised of Authority personnel, and the On-Call Traffic Engineering Consultant (CONSULTANT), acts as an extension of the Authority staff and will act in that capacity at meetings with the respective corridor AGENCIES. The following list is a minimum of what is required of this task:

1. The selected CONSULTANT for PROJECT shall prepare a detailed Project Management Plan (PMP) that includes budget and schedule estimates for all of the tasks described in the Scope of Work, providing specific project milestones for review and approval by the Authority Project Manager (APM) or designated representative. These items shall be detailed and include expected meetings, activities (by work task, whether performed by CONSULTANT team or by others), start dates, activity durations, product submittal dates, relationships among work tasks (including critical path items), and a detailed flow chart for the project tasks, and float time. CONSULTANT shall finalize the report based on comments received from the project sponsor, other involved AGENCIES, and APM and/or Authority staff.
2. CONSULTANT shall lead a two (2) stage Project Kick-Off Meeting with the APM and AGENCY representatives.
 - a. The first stage will be to kick-off the project with the APM; establish communication channels and protocols discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals for the project. Specific topics to discuss include data collection needs, specific Synchro/SimTraffic version 8.0 and Tru – Traffic version 10.0 modeling needs, specific training needs for Synchro/SimTraffic, Tru-Traffic, and other programs or firmware specified herein, and specific construction items and procurement methodologies, and PROJECT schedule.
 - b. The second stage of the meeting will be with the CONSULTANT, APM, and AGENCY representatives that have signalized intersections along the PROJECT. Data collection needs and requirements shall be outlined to the involved AGENCIES. CONSULTANT shall notify each AGENCY of the type of work, and when the work is to be performed within that AGENCY. CONSULTANT shall notify each participating AGENCY any and all documents that need to be produced pertaining to the construction of the facilities and the coordination, including but not limited to: as-built drawings, new Plans, Specifications and Estimates for new construction to be built as part of this project (PS&E), Intersection Timing Charts, Existing Synchro Models, Aerial photos, ADT and TMC data, etc. The APM may assist in this endeavor to facilitate time constraints.

3. **CONSULTANT shall lead project meetings as directed by the Authority to include the CONSULTANT staff, APM, and other project related participants. The purpose of these meetings will be to ensure that proper input is being received by CONSULTANT and the Authority and that it is included in the work effort.**
 - a. **CONSULTANT shall prepare agendas, provide status updates, discuss the progress and direction of the work, and provide notes of these meetings as directed by the Authority to all participants. These meetings will also serve to provide feedback between the project development team and CONSULTANT regarding specific issues of the effort, including facilitating the development of measures of effectiveness, construction alternatives and mitigations, and as specified in later tasks.**
4. **CONSULTANT shall attend and be an active presenter at the Authority-led Intelligent Transportation Systems (ITS) Roundtable, updating the group on the effort, its status, and other items as determined by Authority staff. The ITS Roundtable is a semi – annual forum envisioned to further communication and information exchange between the Authority and the local AGENCIES regarding signal coordination and ITS.**
5. **CONSULTANT shall attend and present at four (4) Board/Committee meetings to summarize the findings. CONSULTANT shall attend and present at other AGENCY committee meetings, and intergovernmental meetings as directed by the Authority. The purpose of these meetings may be to inform attendees about the project, signal synchronization in general, the PROJECT potential strategies, and other relevant information.**
 - a. **At a minimum, a total of 10 monthly project team meetings, 2 Board, 2 committee, and 6 project team and other meetings shall be used for scheduling and budgeting purposes.**

Deliverables – Task 1:

1. **Lead a 2 Stage Project Kick-off Meeting and prepare agenda and meeting materials.**
2. **Detailed Project Management Plan – one per participating party.**
3. **Monthly progress reports (electronic master and two copies) including status of the work effort and updated schedule. Draft and Final Project Reports.**
 - a. **Consultant shall also submit a weekly summary of work performed in rich text format for OCTA internal usage.**
 - b. **Monthly progress reports to AGENCIES upon request.**
4. **Attend Monthly project team meetings and prepare meeting materials, including agenda, action items, graphics, presentation aides, and notes.**
5. **Electronic versions of all data files as directed by Authority.**
6. **Graphics and presentation aides required for all meetings.**
7. **All documents provided in electronic form should be of currently used OCTA MS Word 2007 format.**
8. **All electronic data produced for this project shall be provided on CD-R.**

Task 2: Data Collection

CONSULTANT shall collect the following data necessary to thoroughly understand existing traffic conditions in the study area and be able to develop optimal time-of-day traffic signal coordination plans, if applicable.

- 1. From the involved AGENCIES and or Authority, CONSULTANT shall collect existing timing charts/sheets, existing coordination plans, traffic as-built drawings, aerial photos, maps, traffic collision data as available, and collision diagrams for the study intersections, if available. CONSULTANT shall also collect any off the shelf plans (PS & E) for construction of any and all traffic signal coordination/synchronization related plans, specifications and estimates for the corridor. CONSULTANT, if requested by the involved AGENCY, will provide their own staff to review available records/plans and request copies of needed records/plans with a minimum of disruption to the involved AGENCY.**
- 2. From the involved AGENCIES, CONSULTANT shall collect signal timing and signal priority preferences, including, but not limited to, those related to pedestrian and bicycle timing, phase sequence modifications and preferences, and special operations such as conditional service, coordination preferred phase re – service, and ring – barrier logic, as well as the timing optimization software preference.**
- 3. CONSULTANT shall conduct seven-day 24-hour machine counts along each 1 mile segment of PROJECT. Additionally, CONSULTANT will collect 24-hour vehicle classification counts using a machine at four (4) locations on PROJECT to determine heavy vehicle (truck) percentage information. Data obtained from Saturday and Sunday counts will determine the necessity of weekend signal timing.**
- 4. CONSULTANT shall conduct weekday and weekend peak period turning movement counts (TMC) at each and every of the PROJECT signalized intersections, including pedestrian and bicycle counts. No other types of TMC classification shall be necessary. Weekday counts shall be conducted for two hours of each peak period (AM, mid-day, and PM). If needed, after analyzing the seven-day 24-hour machine counts, weekend counts shall be conducted at each and every of the PROJECT signalized intersections for a single two hour Saturday mid-day peak period. For intersections with more than 2 through lanes in any of the approaches, a minimum of 2 people per intersection is required.**
 - a. CONSULTANT, APM, and Local AGENCIES shall determine locations for special video recording of bicycle and pedestrian activity for specific data collection in support of upcoming changes to the CA MUTCD. Video recording and data reduction shall be required at minimum 6 locations.**
 - b. CONSULTANT and designated sub consulting Traffic Counting Firm shall be cognizant of the fact that queuing of right turn vehicles or left turn vehicles**

that do not pass the limit line for counting purposes during the count time period shall also be counted as part of the quarter hour period in which they occur.

- c. TMCs, supplied by an alternate viable source, for an intersection that are ≤ 2 years of age may be used in lieu of a manual count.
5. All counts shall be summarized in MS Excel 2007 format. Copies of the raw data count sheets will be provided to each involved AGENCY.

Deliverables – Task 2:

1. Report summarizing data collection effort, including intersection turning counts, traffic collision analysis, current traffic signal timing patterns, and drawings of intersection features.
2. Electronic versions of all data files (See CTFP Guidelines for ROADS requirements)
3. Raw video footage of intersections receiving Video Counting to OCTA only.
4. Deliverables of Task 1 and Task 2 to AGENCIES shall be limited to political boundaries.

Task 3: Field Review, Plans Specifications and Estimates, Design Standards and Requirements

1. CONSULTANT shall review the geometric layout, existing traffic signal equipment and signal synchronization related infrastructure, and identify any deficiencies for each intersection and along the whole corridor. The review shall include an assessment of the existing intersection geometry, traffic conditions, and traffic signal control equipment and telemetry/interconnect facilities along the corridor and of each intersection using observation, available as-built plans, consultation with the local AGENCIES, and AGENCY supplied aerial photos. CONSULTANT will use a standard field form developed by CONSULTANT for this review that accounts for each piece of intersection data required. With permission of the local AGENCIES, CONSULTANT will inspect the interior of each traffic control cabinet, inspect the telemetry systems and determine their respective condition and make recommendations for equipment upgrades. CONSULTANT is advised that certain infrastructure and equipment upgrades have been identified previously by the AGENCIES and reviewed by the APM and shall be a requirement of this project. These items are identified subsequently within this document.
2. CONSULTANT shall also include an identification of all planned and programmed improvements (widening projects, intersection improvements, etc.) on the study corridor. The identification of these projects should be at minimum a list summarizing all improvements.
3. Key components of the corridor review shall include, at minimum, the following:

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- Corridor lane configurations and lane widths;
- Existing street and lane geometries, curbs, and medians;
- Upcoming improvements to the corridor;
- Traffic signs and pavement markings at all PROJECT intersections, approaches to cross streets, and along PROJECT corridor;
- Traffic signal control device information, such as type of device, brand and make, condition of equipment. Intersection Photographic Documentation Log shall be required;
- Existing signal operation characteristics – signal phasing, cycle lengths, phase sequence alteration, and protective-permissive, etc.;
- Existing controller and telemetry/interconnect equipment;
- Existing time-referencing setup;
- Existing Central Master Equipment;
- Existing Field Master Equipment;
- Open each controller cabinet and take digital photos of all equipment inside;
- Note any deficiencies of traffic control equipment at each intersection; and
- Note the maintenance condition or existence of the traffic signal equipment, controllers and synchronization related infrastructure.

CONSULTANT shall also investigate factors that are expected to affect signal progression including, but not limited to: intersections with high pedestrian or bicyclist volumes; over-saturated intersections; uneven lane distribution; high volumes of trucks and buses; high-volume un-signalized intersections, including interchanges; parking maneuvers; presence and location of bus stops; differing signal timing patterns among AGENCIES; etc.

With the view of assisting, enhancing, and improving the traffic operations along this corridor, CONSULTANT shall identify any deficiencies of the existing traffic signal control and telemetry infrastructure, and geometric layout, and provide recommendations towards simple solutions that may be implemented to correct such deficiencies.

CONSULTANT shall prepare a report summarizing the findings of the field review.

If deemed necessary by the APM or through request of an AGENCY through the APM, CONSULTANT shall prepare any design construction documents in the form of sketches to full-fledged Plans Specifications and Estimates (PS & E). CONSULTANT shall prepare such plans for use in the construction of the PROJECT per each respective AGENCY's standards. CONSULTANT shall supply such documentation to the APM and the AGENCY owning the affected facility for approval prior to commencing any construction. Construction documents will be used during the course of construction by AGENCY for inspection services. CONSULTANT shall modify documents subject to approved construction completion to owning AGENCY as an As – Built document. Cost for production, reproduction, inspection services, and as – built services are part of the Full Fixed Price of the Contract and/or CTO and no additional compensation shall be allowed, therefore.

CONSULTANT will be required to design, procure, install, construct, and implement all desired components of the PROJECT as described in this document. CONSULTANT shall negotiate with OCTA and AGENCIES at the beginning of PROJECT to determine what actually shall be installed and implemented to maintain budgetary control.

CONSULTANT, if required to install or replace any traffic signal control equipment whether local intersection or central systems, shall perform due diligence in the determination of what types of systems are to be installed. NTCIP compatible systems shall be installed. Closed Loop Systems shall not be supplied nor installed. Sole Source systems or systems that are a linked subset or part of a sole source central system are not to be installed unless verification of need can be demonstrated to OCTA APM and CAMM Contract Administration per OCTA standards and policies. In the circumstance where a local intersection system controller is a necessary sole source and there is no alternate substitute, the CONSULTANT shall procure the sole source local intersection controller unit. The controller assembly and appurtenances housing the local intersection system controller may be supplied by others.

Deliverables – Task 3:

1. Report documenting:
 - a. The field review (including photo logs)
 - b. Recommended mitigations to perceived problems
2. Electronic versions of the report and all data files
3. Necessary Construction Documentation

Task 4: 'Before' Study

CONSULTANT shall conduct a 'Before' field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE's will likely include traffic flow, travel time, average speed, number of stops per mile, number of intersections traversed on green vs. stopped by red (Greens per Red) (*note: Average Speed, Stops per Mile, and Greens per Red are the new OCTA MOE, Corridor Synchronization Performance Index (CSPI)*), fuel consumption reduction, pollution reduction, and other pertinent items. The CONSULTANT shall include the CSPI as part of the MOEs as they are easily identifiable by lay persons relevant to demonstrating corridor improvements. The identified MOE's shall be compiled for the corridor using the floating car method and from Synchro 8.0 and from Tru-Traffic Version 10.0. Between three (3) to five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and three (3) to five (5) runs will be completed in each direction during the Saturday midday plan. Number of runs shall be consistent for both directions and time periods. Based on engineering judgment and in conjunction with APM approval, CONSULTANT may subdivide the corridor into segments for the 'Before' and 'After' runs. CONSULTANT shall notify and receive approval from APM on number of runs and segments to be accomplished.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and Tru-Traffic v 10.0, only.

The report shall address likely optimization strategies for signal synchronization, specifically focusing on how to consider PROJECT optimization: end – to – end vs. coordinated zones. Ideally, the analysis should include the floating car data and data collected as part of Task 2. However draft versions of the report can include previously collected traffic, travel time, or other data, if considered relevant and available. The evaluation report shall provide a very good understanding of traffic patterns on PROJECT throughout the weekdays and throughout the weekend. Tru-Traffic Version 10.0 has the OCTA Corridor Synchronization Performance Index (CSPI) Calculation formulas available for use as well as the calculations for the latest emissions for GHG and other MOEs. These functions shall be utilized by the CONSULTANT in the draft preliminary, draft final and final reports as specified herein.

The CONSULTANT shall perform due diligence with regard to existing and proposed timing operations on arterials that intersect with the PROJECT.

CONSULTANT shall prepare a memorandum and present the findings to the Authority outlining the findings of the 'Before' field study. The Authority may request a presentation on the traffic patterns on PROJECT Scope and possible synchronization strategies to address the traffic patterns (optimizing the full corridor versus optimizing segments identified with natural traffic breaks) to provide direction on the preferred signal timing strategy. Any requested presentation shall include as much of the turning movement, 24-hour machine counts, travel time, earlier city counts, etc. as available. CONSULTANT shall finalize the memorandum based on comments received from the Authority Project Manager and other involved AGENCIES and after incorporating the full set of data collected by CONSULTANT as part of Task 2.

Deliverables – Task 4:

A memorandum documenting the results of the 'Before' study is to be distributed to the APM and AGENCIES as a discussion item. More detailed analysis of project results shall be included in Task 8: Project Report.

1. Electronic versions of all data files and memorandum to all PARTIES and AGENCIES.

Task 5: Signal Timing Optimization and Implementation

CONSULTANT shall work with the APM and AGENCIES to develop a model of the study area and calibrate the model based on field observations of existing conditions. Signal synchronization optimization shall be conducted in Synchro 8.0. The corridor model must be consistent with all aspects and seamlessly interface and interlace with the County Wide Synchro Network as administered by the GIS/ROADS database. The PROJECT Synchro 8.0 model and shall be easily imported and or exported from that

database. Node or intersection numbering scheme must remain consistent with ROADS. Any modifications, additions, or removal of intersections or roadway segments (nodes or links) must be approved by Authority Section Manager – Planning/GIS, Planning and Analysis and the APM. CONSULTANT shall calibrate the model based on travel time, delay studies, field observations of queue lengths, and saturation flows for heavy movements at key intersections. Tru-Traffic Software version 10.0 or latest release should be used, subsequent to initial Synchro optimization, to augment and enhance green band throughput (offset, splits, phase rotation); and, to incorporate specific off band coordinated traffic platoons into the corridor operation as required by data analysis and field observations.

The CONSULTANT may use their own numbering scheme for use in Synchro analysis if the volume balancing and other factors becomes an issue with node numbering in regard to OCTA ROADS Database. If the CONSULTANT chooses to use this methodology, the requirement for submittal of the database in the ROADS format is still required. The extra node numbering used for volume balancing nodes and other factors must be removed upon final submittal of the Synchro document that will be incorporated into the ROADS database. These operations will be closely monitored and controlled through the APM and the Section Manager of the GIS department of Planning.

CONSULTANT shall evaluate signal timing and coordination parameters with consideration for the following:

- Optimize coordination timing using:
 - Modified Phase Sequence Rotation
 - Overlap or display output phase transfer techniques to reservice phases with capacity problems (Ring – Barrier Logic)
 - Protected/Permissive operations
 - Phasing will be lead/lead only; or,
 - Flashing Yellow Arrow technique may be employed for lead/lag if controlling/owner AGENCY permits its use
 - Harmonic cycling – double, half, third or other harmonic multiple,
 - Other innovative techniques
- CONSULTANT will measure the saturation flow rates at key project intersections during one peak hour where the overall intersection volume-to-capacity ratio is greater than or equal to 0.8 as a calibration for the Synchro model
- Timing parameters which provide adequate splits and corresponding offsets which fully accommodate pedestrians within the split time. CONSULTANT shall take into consideration the pedestrian timing parameters used by the local AGENCY on a case by case basis. Pedestrian Intervals shall be examined and retimed to current adopted standards by each respective AGENCY. CONSULTANT should note that proposed new pedestrian timing standards have been approved at the Federal level and about to be approved

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at the State level. AGENCIES must be contacted and provide policy and guidance to the CONSULTANT for calculations regarding these timing intervals.

- Timing parameters which incorporate minimal pedestrian activity to provide the optimum vehicle split and offset timing and accommodate pedestrians using various pedestrian timing adjustment techniques for pedestrian splits during coordination
- Appropriate cycle lengths consistent with the goals of this effort. Additionally, CONSULTANT shall recommend time-of-day start and stop intervals for the various timing plans based on the identified peaks from the 24-hour machine counts, and field observation
- CONSULTANT shall prepare, at minimum, a total of three (3) timing plans for a typical weekday which consider the following peak periods: AM PEAK, MID-DAY PEAK, PM PEAK and one (1) timing plan for a typical Saturday for a MID-DAY PEAK. Timing plans should be in both Synchro format and the preferred timing chart format of each local AGENCY.

CONSULTANT shall develop an operational model within SimTraffic. The operational analysis will be used to micro – simulate and analyze specific roadway segments with queuing, spill back, starvation, storage blocking, and other queuing interactions, and to analyze and mitigate the conditions discovered by CONSULTANT and/or APM and AGENCIES in field reviews.

CONSULTANT shall develop optimized signal timings using the results from Synchro/SimTraffic 8.0, and Tru-Traffic version 10.0 or latest released version and recommend any changes to the signal phasing at each signalized intersection that may improve the efficiency of operations. Output of the modeling software shall not be utilized without proper QA/QC. Engineering judgment shall be utilized to determine final operational parameters. The recommended signal timing plans shall be reviewed by the APM and local AGENCY staff.

Upon approval of the optimized signal timings by the Authority and the cities, the CONSULTANT shall implement, or assist local AGENCIES staff in the implementation of new signal timings either through the central traffic signal system (if available) or direct implementation at the intersection controller units. CONSULTANT shall use existing traffic signal interconnection systems, where they exist, and, as a result of the inter-jurisdictional nature of the project, shall implement time-based signal coordination techniques across signals controlled by different AGENCIES.

As the project will be using time-based signal coordination, the CONSULTANT shall evaluate the current time-referencing of all traffic signal controllers and recommend a corridor-wide strategy (such as WWV or GPS clocks) to ensure that all traffic signal controllers are on synchronized time clocks. CONSULTANT shall verify that all Central Master or Local Field Master, and/or Local Controller unit clocks are:

- operating properly and are synchronized;
- that all clocks are referencing a common reset time;
- and that all clocks are referencing a common time of day for start of cycle length calculation (i.e. 12:00AM – Midnight)

CONSULTANT shall fine-tune, or assist local AGENCY staff in the fine-tuning of, the new settings and timings. CONSULTANT shall fine-tune timings in the field and record all changes. Fine-tuning shall be conducted during times and days that are representative of the times and days for which coordination plans were developed.

CONSULTANT shall utilize Tru – Traffic Version 10.0 or later software on a laptop with appropriate GPS device and use the floating car method utilized in the PROJECT “Before” Study to fine tune the corridor operation and verify integrity of system intersection clocks. Synchronized Video shall be used to compare actual conditions to anticipated conditions dictated by the Tru-Traffic time space diagram so that any anomalies may be corrected prior to “After” Study tasks.

CONSULTANT shall prepare a memorandum detailing the signal timing optimization and implementation, including detail on the Tru-Traffic CSPI and other MOE's and Synchro/SimTraffic MOE results. CONSULTANT shall finalize the memorandum based on comments received from the PROJECT AGENCY applicant or sponsor, the other involved AGENCIES, and the APM

Deliverables – Task 5:

1. All optimized and synchronized traffic signal timing plans, including existing corridor conditions and improved corridor conditions.
2. Field implementation of optimized traffic signal plans for existing corridor conditions, including all required fine tuning.
3. Evaluation, recommendation, and installation of a time-referencing system.
4. Electronic Synchro 8.0 data files used in analysis.
5. Electronic SimTraffic data files used in analysis.
6. Electronic Tru-Traffic v 10.0 data files with video used in analysis.
7. Electronic versions of all other data files and memorandums.
8. Memorandum documenting the signal timing optimization and implementation.
9. Deliverables of Task 1 and Task 2 to PARTIES shall be limited to respective political boundaries.

Task 6: ‘After’ Study

The CONSULTANT shall conduct an ‘After’ field study representative of the times and days for which synchronization plans will be developed. The ‘After’ study must be conducted in the same manner and contain the same MOE's as the ‘Before’ study in order to evaluate the improvements of the synchronization plans. MOE's should be compiled for the optimized corridor using the floating car method output in Tru-Traffic and then from Synchro/SimTraffic 8.0. Three (3) to five (5) runs will be completed in

each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and three (3) to five (5) runs will be completed in each direction during the Saturday midday plan.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and the methodologies and software to match the before study, exactly.

CONSULTANT shall prepare a memorandum comparing the results of the 'Before' and 'After' field study with reference to the specific MOE's and present the findings to the Board. CONSULTANT shall also provide at least two public video travel time presentations (Transportation Commission Meeting and City Council Meeting). CONSULTANT shall finalize the memorandum based on comments received from the APM and other involved AGENCIES.

Deliverables – Task 6:

1. Memorandum comparing the results of the 'Before' and 'After' studies, to be distributed to OCTA Board as an item. More detailed analysis of project results to be included in Task 6: project report.
2. Presentation to the Board of the 'Before' and 'After' study comparison.
3. Synchronized Video with graphical travel time presentation to at least 2 public meetings (Transportation Commission Meeting and City Council Meeting or equivalent. Maximum number of meetings shall be equal to 2 per participating AGENCY)
4. Electronic versions of all data files and memorandum.

Task 7: Synchronization System Construction – Agency Specific

General:

CONSULTANT shall coordinate with each AGENCY of the PROJECT to assess special construction requirements, needs and desires, either known and proposed or previously unforeseen or unknown but necessary to complete the project. This may include:

1. GPS time clocks at Central, Field Master, and Local Intersection Controller Assemblies;
2. The replacement and/or modifications to intersection controller assemblies and/or units;
3. New Central Systems or Modifications or upgrades from closed loop system to central system hardware, firmware, and software,
4. Modifications, additions; or repair of missing or damaged signal synchronization infrastructure and other assets to be determined. (See Attachments or Appendices for the matrix for each AGENCY as to what is currently proposed to be constructed. See Task 3: Field Review, Plans Specifications and Estimates, Design Standards and Requirements for allowed systems and sub systems, sole

source, and design requirements for all equipment to be installed.); and

5. Attention is directed to Section 86 – 1.05 WARRANTIES, GUARANTIES, and INSTRUCTION SHEETS of the State Standard Specifications. CONSULTANT shall provide the following:

1. 1 YEAR GUARANTEE on LABOR and MATERIAL for all equipment furnished, installed, and/or modified
2. 3 YEAR GUARANTEE on Firmware and Software Patches, Fixes, Updates, and Upgrades for
 - a. Central Systems Control and Communications,
 - b. Field Master, and Local intersection controller units

Maintenance Contracts or extra fees for these specific tasks and deliverables shall not be allowed nor charged to any PARTY or AGENCY by either the CONSULTANT, his/her Sub – Consultants, and/or vendors/suppliers, either jointly or severally, of the specified systems and related components for this service or task.

Enforcement of Standard Warranties or Guaranties for hardware and software or firmware specified heretofore shall be the sole responsibility of the AGENCY receiving the equipment.

Deliverables – Task 7:

1. Procure and install any and all equipment as specified but within budget for the PROJECT as proposed in the Scope of Work and Attachments or Appendices.
2. Negotiate with APM and AGENCY representatives on alternative procurements or substitutions as deemed necessary during the course of the PROJECT.
3. AS BUILT Plans and Specifications.
4. All WARRANTIES and GUARANTIES as specified

Task 8: Continuing Signal Timing Support

CONSULTANT will provide “on-call” signal timing support services for a period of two years or 24 months following the implementation and fine – tuning of the final signal timing plans, Task 5, to address any future adjustments that may be needed during this period. Depending on the nature of the adjustment, CONSULTANT may accomplish the fine-tuning adjustments remotely from the Consultant's office through the traffic management systems. During this 24-month period CONSULTANT will be prepared to review any project intersection requested by the AUTHORITY within (24) hours of written notice, including observing and fine-tuning the signal timing.

CONSULTANT will drive the length of the project arterial during all designated corridor synchronization timing plan hours of operation on a monthly basis in order to verify that the synchronization timing is working as designed, and complete any necessary adjustments. Monthly driving times will consist of a full 12-hour weekday and a 4-hour

Saturday. CONSULTANT shall notify APM 24 hours prior to commencement of driving periods.

Deliverables – Task 8:

1. 24 months of on-call support and revised signal timing plans and memorandum documenting CONSULTANT recommendations and AGENCY actions
2. Electronic versions of all data files and memorandums.

Task 9: Project Report

At the end of the three (3) year contract period, CONSULTANT shall prepare a Final Report with an executive summary. The report shall provide complete documentation of the project, including, but not limited to, project objectives, project locations, project scope, findings, recommendations, implementation schedule, improvements accomplished, report on the Continued Signal Timing Support per Task 8, and procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system, work performed, data collected: 'before' and 'after' studies and project benefits achieved in terms of fuel savings, travel time, and other measurable parameters. The report shall document all planned and programmed improvements on the study corridor as well as recommendations for further infrastructure improvements that would likely improve the corridor signal coordination project results. CONSULTANT shall present the final report and results of the project to the Board and city councils as required. The report shall be completed in accordance with the current CTFP Guidelines.

The report shall include for each intersection the lane configurations; signal phasing, turning movement data, and cycle lengths for existing and proposed timings for all peak periods. In addition, in a separate binder, all the traffic signal phase sequences, signal timing plans, and pedestrian timings shall be documented. Finally, the report shall provide recommendations with cost and benefit estimates for future improvements to traffic signal infrastructure (signal controllers, vehicle detection, communications, etc.), intersection capacity (appropriate signal phasing, lane geometrics, and alleviation of physical bottlenecks that curtail arterial capacity), and traffic management strategies. These proposed improvements are beyond the scope of this demonstration project but should be useful in determining future enhancements to the corridor.

Deliverables – Task 9:

1. Draft and Final PROJECT Signal Synchronization Project Report (one electronic master and 15 hardcopies) and Presentations.

Task 10: Traffic Signal Modeling Software Support

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ATTACHMENT A**

CONSULTANT, in addition to specific needs of AGENCIES as listed in the Attachments to this Scope of Work, shall supply to OCTA or specified AGENCY, any upgrade or new licenses for the following software and manuals:

Agency Name	Product Name	Quantity	Upgrade	New

1. Consultant shall provide a four day training session consisting of four (4) modules. The modules will be on the functions and features of the following programs: Module 1 – Highway Capacity Manual 2010 (HCM 2010) and its relationships to the vendor software supplied on this project and other related items.
 - a. Shall be the first module in the training session.
 - b. Oriented to transportation planning/operations and the interaction of Synchro/Sim Traffic 8.0
 - c. Four (4) hours in length
2. Module 2 – Synchro/Sim Traffic 8.0
 - a. Module 2.1 – 3D Viewer 8 set up and operation (optional)
3. Module 3 – Tru Traffic 9.0
4. Module 4 – Interaction between the programs and usage

The course content and times shall be coordinated with the APM and the Consultant. The classes will be scheduled to take place in the OCTA IS Training Room.

The programs shall be taught over a 4 day period. The HCM session or module shall be taught to OCTA personnel and Consultant invited personnel only. The HCM session shall be taught the first 4 hours of the instructional period, followed by Synchro/Sim Traffic and Tru Traffic.

As part of the Tru Traffic Training, the Consultant shall provide a 'hands – on' exposure to floating car studies in real time in a suitably equipped vehicle with laptop/gps on Main Street in front of OCTA Headquarters. The length of the segment shall be from Chapman Avenue to the CHOC Hospital Intersection near the SR – 22 Freeway. OCTA shall provide the Synchro Network and Tru Traffic Network for that use.

The APM shall solely make the determination of the scheduling, content, and who will

**COOPERATIVE AGREEMENT NO. C-2-1995
ATTACHMENT A**

Instruct the training. The Consultant may perform the 'hands – on' exposure to floating car studies requirement after the initial 4 day training session if deemed appropriate by the APM and the AGENCIES.

Consultant shall be responsible for all expenses related to training, including travel, lodging and per diem plus actual training course fees, licenses, and document production required from the program vendor. OCTA shall supply the IS Training Room and sufficient numbers of laptops and workstations to train up to maximum 22 individuals associated with the Project. Project participants or their respective designees shall have priority of attendance over all other persons. OCTA personnel shall have priority of attendance over all other persons for the HCM training module.

Schedule for this Task 10 Traffic Signal Modeling Software Support shall be determined by the Project Development Team at the Kick-Off b. or first Project Development Team Meeting.

Deliverables:

- 1. Four module training session as specified.**
- 2. Software with licenses, and manuals as specified**

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Pacific Park Drive/Oso Parkway - Work by Location

Agency	Pacific Park Drive @	Location	Node #	Description of Work @ This Location
Aliso Viejo	Aliso Viejo Parkway	1	8124	A, see wishlist
Aliso Viejo	Journey	2	8118	A, see wishlist
Aliso Viejo	Aliso Creek Road	3	8125	A, see wishlist
Aliso Viejo	Deerhurst	4	8132	A, see wishlist
Aliso Viejo	Alicia Parkway	5	5625	A, see wishlist
Aliso Viejo	Heather Ridge	6	5627	A, see wishlist
Aliso Viejo	La Paz Road	7	5628	A, see wishlist
Aliso Viejo	Aliso Niguel Road	8	5626	A, see wishlist
Aliso Viejo	Mareblu Lane	9	8117	A, see wishlist
Agency	Oso Parkway @	Location	Node #	Description of Work @ This Location
Laguna Hills	Moulton Parkway	10	7836	C, TP es, see wishlist
Laguna Hills	Nellie Gail Road	11	7835	C, 2" New I/C, ca, TP es, see wishlist
Laguna Hills	Bridlewood Drive	12	7840	C, 2" New I/C, ca, TP es, see wishlist
Laguna Hills	Cabot Road	13	7833	C, ca, TP es, VS, see wishlist
Laguna Hills	Cabot Road @ El Paseo	13a	7833	C, ca, TP es, VS, see wishlist
Caltrans	South I-5 On/Off Ramp	14	351	
Mission Viejo	Interchange Plaza	15	105	EVP; OD3, see wishlist
Caltrans	North I-5 On/Off Ramp	16	52	
Mission Viejo	Montanoso Drive	17	5122	EVP; OD3, see wishlist
Mission Viejo	Country Club Drive	18	5319	
Mission Viejo	Marguerite Parkway	19	5120	
Mission Viejo	Market Place	20	5148	
Mission Viejo	Pacific Hills Drive	21	5119	EVP, OD4, see wishlist
Mission Viejo	Aruza/Mirasol	22	5116	EVP, OD4, see wishlist
Mission Viejo	Felipe Road	23	5115	20L, EVP, OD4, see wishlist
Mission Viejo	San Rafael Drive	24	5117	EVP, OD3
County	Plaza Drive	25	6410	see wishlist
County	Antonio Parkway	26	6441	see wishlist
County	Morning Trail	27	6409	see wishlist
County	Meandering Trail	28	6405	see wishlist
Caltrans	Tesoro Creek Road	29	365	
Caltrans	South 241 Off Ramp	30	116	
Caltrans	South 241 On Ramp	31	364	

cu = controller unit; ca = controller assembly includes cu + all necessary equipment and appurtenances + es; ce = cabinet equipment; es = ethernet switch; FS = Fiber Switch; ee = ethernet extender; gps = gps interface and antennae installed; 2070 = 2070 Com## - 2070 Communication Module, 170E - Field Master; CM = Modem - Communications Module; C = CenTracs; TAC = TACTICS; ASCL = ACS Lite; A = Aries; Existing or New I/C = Interconnect Conduit with media; media - F = Fiber Optic, TP = ## pair Twisted; OD = Optical Detection; VD = Video Detection; WD - Wireless Detection; SD = System Detection; VS = Video Surveillance System; W = WIFI; WR = Wireless Radio; BT- Bluetooth; L = Loop Detector; EVP = Emergency veh. pre-empt; T ## = Type II or III Electrical Service; a # following item codes = quantity (i.e. L42 = install 42 loop detectors); * = shared ownership; ** following task code = NOT A PART, agency pays 100% for that task only; m - cu = modify existing controller. New controller may be substituted if functionally equivalent. CONSULTANT is cautioned to verify interconnect components in field.

All equipment is furnished and installed and/or modify existing installation with 1 year guaranty on labor and material. Firmware and Software Upgrades for installed specified systems are included in the installed price for a period of 3 years. Excludes new software for new features not originally installed nor specified to be installed and included. Removal of existing equipment and appurtenances is included in the furnish and install or modify existing installation price. PS & E may be available at no cost to the Consultant from Project Agencies.

Comments, Wishes, Needs of Aliso Viejo		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
*	Aliso Viejo Pkwy	Install ASC/3-2100 "Aries" Controller with Ethernet port, Data key and FSK Module.
*	Journy	Install ASC/3-2100 "Aries" Controller with Ethernet port, Data key and FSK Module.
*	Aliso Creek	Install ASC/3-2100 "Aries" Controller with Ethernet port, Data key and FSK Module.
*	Deerhurst	Install ASC/3-2100 "Aries" Controller with Ethernet port, Data key and FSK Module.
*	Alicia Pkwy	Install ASC/3-2100 "Aries" Controller with Ethernet port, Data key and FSK Module.
*	Heather Ridge	Install ASC/3-2100 "Aries" Controller with Ethernet port, Data key and FSK Module.
*	La Paz	Install ASC/3-2100 "Aries" Controller with Ethernet port, Data key and FSK Module.
*	Aliso Niguel	Install ASC/3-2100 "Aries" Controller with Ethernet port, Data key and FSK Module.
*	Mareblu	Install ASC/3-2100 "Aries" Controller with Ethernet port, Data key and FSK Module.

*part of original application

Comments, Wishes, Needs of County of Orange		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
*	Antonio Pkwy	Rewire controller detector inputs. (this will allow for lane traffic counts)
*	Ancillary Work	Update Aries and field master software. Provide 4 Aries Intersection Graphics and 1 Zone Graphic

*part of original application

Comments, Wishes, Needs of Laguna Hills		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
*	Moulton Pkwy	Install ASC/3-2100 "Centracs" Controller with Ethernet port, Data key, FSK Module and Appurtenances. Install (Actelis ML688) Twisted Pair Ethernet Switch + Patch cables.
*	Nellie Gail	Install ASC/3-2100 "Centracs" Controller with Ethernet port, Data key, FSK Module and Appurtenances, Install (Actelis ML624) Twisted Pair Ethernet Switch + Patch cables. Install 2" Conduit with 12 pair SIC to Bridlewood Dr. (3,300'). Prepare Interconnect Construction Plans and Specifications (2 Sheets).
*	Bridlewood	Install ASC/3-2100 "Centracs" Controller with Ethernet port, Data key, FSK Module Power Strip and Appurtenances, Install (Actelis ML688) Twisted Pair Ethernet Switch + Patch cables. Install 2" Conduit with 12 pair SIC to Cabot Rd. (2,700') Prepare Interconnect Construction Plans and Specifications (2 Sheets).
*	Cabot	Install ASC/3-2100 "Centracs" Controller with Ethernet port, Data key, FSK Module and Appurtenances. Install (Actelis ML688) Twisted Pair Ethernet Switch + Patch cables. Install PTZ Camera System and Appurtenances.
*	Cabot @ El Poseo	Note: This location is presently on Aries and requires connection to Centracs in order to maintain communications. Install ASC/3-2100 "Centracs" Controller with Ethernet port, Data key, FSK Module and Appurtenances. Install (Actelis ML688) Twisted Pair Ethernet Switch + Patch cables. Replace 6 Pair Cable with 12 Pair cable Between Controller and Splice Cabinets.
*	Ancillary Work	Integrate Four Signals into Laguna Hills 25 Intersection Centracs Server. Additional 25 intersection Centracs License Required. Test all Twisted Pair Cable. (Per System Map)

*part of original application

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ATTACHMENT A**

Comments, Wishes, Needs of Mission Viejo		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
*	Fairfield Inn	Install Emergency Vehicle Pre-emption System (Opticom 764 four channel Multi-Mode Phase Selector, Phase Selector Rack, Auxiliary panel and three approach optical detectors and cable).
*	Montanoso Drive	Install Emergency Vehicle Pre-emption System (Opticom 764 four channel Multi-Mode Phase Selector, Phase Selector Rack, Auxiliary panel and three approach optical detectors and cable).
*	Pacific Hills Drive	Install Emergency Vehicle Pre-emption System (Opticom 764 four channel Multi-Mode Phase Selector, Phase Selector Rack, Auxiliary panel and four approach optical detectors and cable).
*	Arusa / Mirasol	Install Emergency Vehicle Pre-emption System (Opticom 764 four channel Multi-Mode Phase Selector, Phase Selector Rack, Auxiliary panel and four approach optical detectors and cable).
*	Falipe	Remove Peak Video System Equipment. Cameras to remain in place and utilized as CCTV. Install stop bar loop detection for all four directions (20 loops total). Install Emergency Vehicle Pre-emption System (Opticom 764 four channel Multi-Mode Phase Selector, Phase Selector Rack, Auxiliary panel and three approach optical detectors and cable).
*	San Rafael	Install Emergency Vehicle Pre-emption System (Opticom 764 four channel Multi-Mode Phase Selector, Phase Selector Rack, Auxiliary panel and three approach optical detectors and cable).

*part of original application

**COOPERATIVE AGREEMENT NO. C-2-1995
ATTACHMENT B**

Local Match Commitment

Details of Matching Funds: (must be consistent with PROJECT APPLICATION):

Provide details in tables

Cash Match: Total Cash Match for the Project: \$ 69,521.75

In-Kind Match: Total In-Kind Match for the Project: \$ 53,033.75

Total Match for Project: \$ 122,555.50

Cash Match:

Agency	Funding Source	Amount of Cash Contribution
City of Aliso Viejo		\$ 14,087
City of Laguna Hills		\$ 29,298.75
City of Mission Viejo		\$ 16,023
County of Orange		\$ 10,113
TOTAL		\$ 69,521.75

In-kind Match (Improvements or Staffing Support):

Specific Improvements and Services (List items and Cost)

Agency	Improvement	Date of Construction	Expenditure
			\$
			\$
			\$
			\$
TOTAL			\$

**COOPERATIVE AGREEMENT NO. C-2-1995
ATTACHMENT B**

Staffing Commitment:

Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total
City of Aliso Viejo	Asst. City Eng.	Administration	3	\$114	\$ 342*
City of Aliso Viejo	PW Inspector	Project Inspection	12	\$89	\$ 1,088*
City of Aliso Viejo	Traffic Systems Specialist	Signal Timing Implementation & Operations	92	\$115	\$ 10,552*
City of Laguna Hills	PW Inspector	Project Inspection	24	\$95	\$ 2,280*
City of Laguna Hills	Traffic Systems Specialist	Signal Timing Implementation & Operations	216	\$115	\$ 24,893.75*
City of Mission Viejo	PW Director	Project Administration	2	\$232	\$ 464*
City of Mission Viejo	City Engineer	Project Administration	10	\$166	\$ 1,660*
City of Mission Viejo	Traffic Engineer	Project Administration	25	\$145	\$ 3,625*
City of Mission Viejo	Transportation Analyst	Project Administration & Signal Timing	60	\$94	\$ 5,640*
City of Mission Viejo	PW Inspector	Project Inspection	20	\$124	\$ 2,509*
TOTAL					\$ 53,033.75*

*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.

List of Contacts

OCTA

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Project Manager
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rkeith@octa.net

Aliso Viejo

Mr. Shaun S. Pelletier
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County of Orange

Mr. Isaac Alonso Rice
Traffic Engineer
300 North Flower Street
Santa Ana, CA 92703
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Laguna Hills

Mr. Kenneth Rosenfield
City Engineer / Public Works Director
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Laguna Hills, CA 92653
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krosenfield@ci.laguna-hills.ca.us

Mission Viejo

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Mission Viejo, CA 92691
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pnitollama@cityofmissionviejo.org

1 COOPERATIVE AGREEMENT NO. C-2-1996

2 BY AND BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 THE CITIES OF MISSION VIEJO, LAGUNA HILLS, LAKE FOREST, AND RANCHO SANTA

6 MARGARITA

7 FOR

8 IMPLEMENTATION OF

9 THE LOS ALISOS BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

10 FUNDED AS PART OF THE MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION

11 PROGRAM (PROJECT P)

12 THIS AGREEMENT, is effective this ____ day of _____, 2012 by and between the
13 Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California
14 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"),
15 and the Cities of Mission Viejo, Laguna Hills, Lake Forest, and Rancho Santa Margarita (hereinafter
16 referred to as the "PARTICIPATING AGENCIES").

17 WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES are
18 working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the
19 Renewed Measure M (M2) Regional Traffic Signal Synchronization Program Project P (Project P) to
20 enhance countywide traffic flow and reduce congestion; and

21 WHEREAS, the AUTHORITY has completed the competitive 2012 Call for Projects (hereinafter,
22 "2012 CALL") in support of Project P and awarded Project P funds based on the application
23 (hereinafter, "APPLICATION") prepared by the City of Mission Viejo (hereinafter referred to as the
24 "APPLICANT AGENCY") for implementation of signal synchronization of traffic signals along Los Alisos
25 Boulevard (hereinafter, "PROJECT"); and

26 WHEREAS, the PARTICIPATING AGENCIES in their approved APPLICATION have elected

1 to designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry
2 out the signal coordination PROJECT; and

3 **WHEREAS**, the PROJECT will include approximately twenty-one (21) traffic signals as
4 identified in the APPLICATION and illustrated in the PROJECT Scope of Work, which is attached
5 and referred to herein as Attachment A; and

6 **WHEREAS**, the PROJECT will include elements identified in the APPLICATION including
7 certain hardware and software upgrades to traffic controllers, traffic telecommunications and intertie
8 systems, central traffic master controllers and associated systems (hereinafter collectively referred
9 to as "TRAFFIC CONTROL ELEMENTS"), will be constructed and or installed and implemented as
10 part of the PROJECT as identified in Attachment A; and

11 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to
12 coordinate the inclusion of other traffic control elements that must be installed at the same time as
13 the construction of the PROJECT that are NOT included in Attachment A and will be the
14 responsibility of the AGENCY owning each and any of those traffic control elements during the
15 course of the project; and

16 **WHEREAS**, the AUTHORITY agrees to implement the PROJECT based on Attachment A.

17 **WHEREAS**, the PARTICIPATING AGENCIES agree to a combined cash and in-kind match of
18 seventy-nine thousand, seven hundred, ninety-six dollars (\$79,796.00), equivalent to twenty percent
19 (20%) of the PROJECT cost (see Attachment B); and

20 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this
21 Agreement to implement the PROJECT in support of Project P as part of M2; and

22 **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions and funding
23 responsibilities between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation
24 of the PROJECT.

25 **WHEREAS**, the Orange County Transportation Authority Board of Directors approved funding
26 for the PROJECT and authorized the Chief Executive Officer to negotiate and execute this cooperative

1 agreement on October 15, 2012.

2 WHEREAS, the CITY of Mission Viejo's City Council approved this Agreement on the ____
3 day of _____, 20____.

4 WHEREAS, the CITY of Laguna Hills' City Council approved this Agreement on the ____
5 day of _____, 20____.

6 WHEREAS, the CITY of Lake Forest's City Council approved this Agreement on the ____ day
7 of _____, 20____.

8 WHEREAS, the CITY of Rancho Santa Margarita's City Council approved this Agreement on
9 the ____ day of _____, 20____.

10 NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and the
11 PARTICIPATING AGENCIES as follows:

12 **ARTICLE 1. COMPLETE AGREEMENT**

13 A. This Agreement, including any attachments incorporated herein and made applicable by
14 reference, constitutes the complete and exclusive statement of the terms and conditions of this
15 Agreement between AUTHORITY and the PARTICIPATING AGENCIES and it supersedes all prior
16 representations, understandings and communications between the parties. The invalidity in whole or in
17 part of any term or condition of this Agreement shall not affect the validity of other term(s) or
18 conditions(s) of this Agreement. The above referenced Recitals are true and correct and are
19 incorporated by reference herein.

20 B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'
21 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
22 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or
23 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force
24 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except
25 when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a
26 written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

1 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's
2 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
3 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of
4 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force
5 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING
6 AGENCIES except when specifically confirmed in writing by an authorized representative of
7 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in
8 accordance with the provisions of this Agreement.

9 **ARTICLE 2. SCOPE OF AGREEMENT**

10 This Agreement specifies the roles and responsibilities of the PARTIES as they pertain to the
11 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree
12 that each will cooperate and coordinate with the other in all activities covered by this Agreement and
13 any other supplemental agreements that may be required to facilitate purposes thereof.

14 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

15 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

16 A. AUTHORITY shall implement the PROJECT based on the APPLICATION prepared by
17 the APPLICANT AGENCY in accordance with the policies and procedures contained in the CTFP
18 Guidelines.

19 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal
20 operational integrity between PROJECT and other existing and new M2 Project P funded projects.

21 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation
22 necessary to acquire a Categorical Exemption from CEQA for PROJECT.

23 D. AUTHORITY shall perform web-based public outreach activities for the project to
24 communicate major project milestones and results.

25 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements
26 as described in CTFP.

F. AUTHORITY, or agents of AUTHORITY, may upon close-out of PROJECT under this Agreement, perform a technical and or field review to ensure that the CTFP Guidelines policies and procedures were followed. Such a review may be performed one hundred and eighty (180) days after the PROJECT three-year grant period is complete. If the technical and or field review determines that any of the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must return the amount of funding used to perform the ineligible activity to AUTHORITY.

G. AUTHORITY will invoice the PARTICIPATING AGENCIES as identified in the PROJECT 2012 CALL APPLICATION and Attachment B for the dollar match at the start of the PROJECT.

H. AUTHORITY will request updates on the PROJECT as part of semi-annual review process, including documentation of in-kind match conforming to Attachment B and will include the PROJECT in the list of active projects in OCFundtracker until completion of the three year grant period. Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY

The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the implementation of the PROJECT:

A. AUTHORITY will act as the LEAD AGENCY for the work necessary to manage, procure, and complete the PROJECT as identified in Attachment A.

B. To coordinate outreach with the PARTICIPATING AGENCIES for the PROJECT.

C. To collect manual intersection movement and automated machine traffic counts.

D. To develop new timing plans optimized for signal synchronization.

E. To provide updated timing plans and traffic count data to the PARTICIPATING AGENCIES.

F. To prepare a "Before and After Study" for the PROJECT. As described in the Measure M2 Eligibility Guidelines adopted by the AUTHORITY, the "Before and After Study" for the project is

1 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section
2 B.III.9) for the project. The AUTHORITY shall provide the "Before and After Study" to the
3 PARTICIPATING AGENCIES in draft and final formats for comment and comments shall be noted in
4 the final study.

5 G. To provide Ongoing Monitoring and Maintenance of optimized signal timing after
6 Primary Implementation of the PROJECT is completed and continue until the end of the three year
7 grant period.

8 **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

9 The PARTICIPATING AGENCIES agree to the following responsibilities for implementation
10 and funding of the PROJECT:

11 A. Provide a technical representative to meet and participate as a member of the
12 PROJECT's Traffic Forum.

13 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of the
14 PROJECT.

15 C. To participate and support the PROJECT implementation within the timeframe
16 outlined in the APPLICATION and consistent with the CTFP Guidelines adopted by the
17 AUTHORITY.

18 D. To provide the AUTHORITY all current intersection, local field master, and or central
19 control system timing plans and related data upon request.

20 E. To provide the local match and or documentation for the in-kind services for the
21 PROJECT in accordance with Attachment B. Failure to provide included match and or evidence of
22 in-kind service may result in the loss of future participation for competitive funds.

23 F. PARTICIPATING AGENCIES that have included a dollar match as identified in
24 Attachment B shall provide payment for the dollar match to the AUTHORITY within 30 calendar days of
25 receipt of an invoice.

26 /

1 G. PARTICIPATING AGENCIES that have included an in-kind match as identified in
2 Attachment B shall provide documentation of conformance as part of the semi-annual review process.

3 H. PARTICIPATING AGENCIES shall provide updates to the AUTHORITY on the
4 PROJECT as part of semi-annual review process until completion of the three year PROJECT grant
5 period. Documents to be provided include, but are not limited to, payroll records, contracts, and
6 purchase orders.

7 I. PARTICIPATING AGENCIES shall continue Ongoing Monitoring and Maintenance after
8 the three year grant period is complete and continue until the end of the PROJECT if additional
9 Maintenance of Effort is specified in the APPLICATION.

10 **ARTICLE 6. DELEGATED AUTHORITY**

11 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this
12 Agreement are delegated to its City Managers, or equivalent designee, and the actions required to be
13 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief
14 Executive Officer.

15 **ARTICLE 7. AUDIT AND INSPECTION**

16 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in
17 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING
18 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,
19 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a
20 period of five (5) years after final payment, or until any on-going audit is completed. For purposes of
21 audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of
22 PARTICIPATING AGENCIES' final billing (so noted on the invoice), if applicable, under this Agreement.
23 AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above
24 provision with respect to audits shall extend to and or be included in contracts with PARTICIPATING
25 AGENCIES' contractor.
26

ARTICLE 8. INDEMNIFICATION

1
2 A. The PARTICIPATING AGENCIES shall jointly and severally indemnify, defend and hold
3 harmless the AUTHORITY, its officers, directors, employees and agents from and against any and all
4 claims (including attorney's fees and reasonable expenses for litigation and settlement) for any loss or
5 damages, bodily injuries, damage to, or loss of property caused by the negligent acts, omissions or
6 willful misconduct by the PARTICIPATING AGENCIES, its officers, directors, employees or agents in
7 connection with or arising out of the performance of this Agreement.

8 B. The PARTICIPATING AGENCIES shall maintain adequate levels of insurance, or self-
9 insurance to assure full indemnification of AUTHORITY.

10 C. AUTHORITY shall indemnify, defend and hold harmless the PARTICIPATING
11 AGENCIES, its officers, directors, employees or agents, and or its officers, directors, employees or
12 agents from and against any and all claims (including attorney's fees and reasonable expenses for
13 litigation and settlement) for any loss or damages, bodily injuries, damage to, or loss of property caused
14 by the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees
15 or agents in connection with or arising out of the performance of this Agreement.

16 D. AUTHORITY shall maintain adequate levels of insurance, or self-insurance to assure full
17 indemnification of the PARTICIPATING AGENCIES.

ARTICLE 9. ADDITIONAL PROVISIONS

18
19 A. Term of Agreement: This Agreement shall continue in full force and effect until
20 December 31, 2015.

21 B. This Agreement may be extended or amended in writing at any time by the mutual
22 consent of both parties. No amendment shall have any force or effect unless executed in writing by
23 both parties.

24 C. The AUTHORITY and the PARTICIPATING AGENCIES agree to work together in good
25 faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the
26 performance of this Agreement.

1 D. Legal Authority: The AUTHORITY and the PARTICIPATING AGENCIES hereto
2 represent that they are authorized to execute this Agreement on behalf of said parties and that, by so
3 executing this agreement, the parties hereto are formally bound to the provisions of this Agreement.

4 E. Severability: If any term, provision, covenant or condition of this Agreement is held to be
5 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
6 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
7 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8 F. Counterparts of Agreement: This Agreement may be executed and delivered in any
9 number of counterparts, each of which, when executed and delivered shall be deemed an original and
10 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

11 G. In the event that the PROJECT Costs exceed the estimates as submitted in the
12 APPLICATION as prepared by the APPLICANT AGENCY, all parties agree to meet and determine
13 PROJECT revisions to meet the budget or a revised funding proposal by PARTICIPATING AGENCIES
14 which shall be documented and submitted in writing as a revision to the agreement.

15 H. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,
16 state and local laws, statutes, ordinances and regulations of any governmental authority having
17 jurisdiction over the PROJECT.

18 I. Force Majeure: Either Party shall be excused from performing its obligations under this
19 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
20 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;
21 commandeering of material, products, plants or facilities by the federal, state or local government;
22 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of
23 such cause is presented to the other Party, and provided further that such nonperformance is
24 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

25 J. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, or
26 authority hereunder may be assigned in whole or in part by either Party without the prior written consent

of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

L. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

M. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party.

N. Notices: Any notices, requests, or demands made between the parties pursuant to this Agreement are to be directed as follows:

To CITY OF MISSION VIEJO:	To CITY OF LAGUNA HILLS:
City of Mission Viejo	City of Laguna Hills
200 Civic Center Mission Viejo, CA 92691	24035 El Toro Road Laguna Hills, CA 92653
Attention: Philip Nitollama Traffic Engineer	Attention: Kenneth Rosenfield City Engineer/Public Works Director
Tel: 949/470-3068	Tel: 949/707-2655
Email: pnitollama@cityofmissionviejo.org	Email: krosenfield@ci.laguna-hills.ca.us

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To CITY OF LAKE FOREST:	To CITY OF RANCHO SANTA MARGARITA:
City of Lake Forest	City of Rancho Santa Margarita
25550 Commercentre Drive Suite 100 Lake Forest, CA 92630	22112 El Paseo Rancho Santa Margarita, CA 92688
Attention: Marcella Nankervis Traffic Engineering Manager	Attention: Bill Lawson Traffic Engineer
Tel: 949-461-3486	Tel: 949/635-1800
Email: mnankervis@lakeforestca.gov	Email: blawson@cityofrsm.org

To AUTHORITY:
Orange County Transportation Authority
550 South Main Street Orange, CA 92863-1584
Attention: Venita Todd Senior Contracts Administrator
Tel: 714/560-5446
Email: vtodd@octa.net

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
2 No. C-2-1996 to be executed on the date first above written.

3
4 CITY MISSION VIEJO

ORANGE COUNTY TRANSPORTATION AUTHORITY

5
6 By: _____
7 Frank Ury
 Mayor

By: _____
Meena Katakia
Manager, Capital Projects

8 ATTEST:

APPROVAL RECOMMENDED:

9
10 By: _____
11 Karen Hamman
 City Clerk

By: _____
Kennard R. Smart, Jr.
General Counsel

12 APPROVED AS TO FORM:

13 By: _____
14 William P. Curley III
 City Attorney

15
16 Dated: _____
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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
2 No. C-2-1996 to be executed on the date first above written.

3
4 **CITY OF LAGUNA HILLS**

5 By: _____
6 Melody Carruth
7 Mayor

8 **ATTEST:**

9 By: _____
10 Peggy J. Johns
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 Gregory E. Simonian
15 City Attorney

16 Dated: _____
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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
2 No. C-2-1996 to be executed on the date first above written.

3
4 **CITY LAKE FOREST**

5 By: _____
6 Kathryn McCullough
7 Mayor

8 **ATTEST:**

9 By: _____
10 Stephanie Smith
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 Scott C. Smith
15 City Attorney

16 Dated: _____
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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
2 No. C-2-1996 to be executed on the date first above written.

3
4 **CITY RANCHO SANTA MARGARITA**

5 By: _____
6 L. Anthony Beall
7 Mayor

8 **ATTEST:**

9 By: _____
10 Molly McLaughlin
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 City Attorney

15 Dated: _____
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SCOPE OF WORK
Los Alisos Boulevard Corridor
TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

The Orange County Transportation Authority (Authority or OCTA) desires to provide the components necessary to improve and enhance signal timing and synchronization services and operations for all signalized intersections on the Los Alisos Boulevard Corridor Traffic Signal Synchronization Project (PROJECT).

This seven (7) mile stretch of PROJECT includes twenty-one (21) signalized intersections and includes four (4) Orange County agencies (AGENCY or AGENCIES). The street was proposed for synchronization by the City of Mission Viejo as part of the 2012 Project P corridors from Renewed Measure M (M2). The term PARTIES shall refer to all participating AGENCIES and OCTA

The PROJECT passes through the cities of Mission Viejo, Laguna Hills, Lake Forest, and Rancho Santa Margarita. Signals along the corridor are controlled by these AGENCIES. The AGENCIES along the corridor utilize several different types of controllers, including Type 170 C8, Type 2070, NEMA TS - 1, 2 by Econolite, and other manufacturer's each with their own respective firmware or operating systems and characteristics.

The main goals and objective of this project is to:

- Perform an operations and timing analysis to develop and implement optimized traffic signal synchronization timing, including the development and implementation of timing plans at all signalized intersections;
- Determine and make recommendations for all traffic signal equipment and infrastructure related solely to improve and/or enhance synchronization; and
- Upon approval by the owning AGENCY and OCTA, procure, furnish and install all approved infrastructure improvements for PROJECT.

The implementation of the new optimized timing and infrastructure improvements will:

- Provide signal synchronization timing for prevailing traffic patterns
- Maximize the number of intersections traversed on a green indication vs. those stop by a red indication
- Reduce stops, decrease travel times, and reduce overall delay,
- Reduce emissions and Green House Gases (GHG); and
- Provide a continuing foundation for interjurisdictional cooperation in coordination of interactive but autonomous local AGENCY traffic signal systems.

The following specific tasks are required to be performed in the course of providing service for the traffic signal coordination project. Tasks are listed in sequential order for clarity. However, some tasks may run concurrently or commence prior to the order listed.

Task 1: Project Management

Task 1: Project Management is ongoing throughout the duration of the project. This task includes day-to-day project management, such as meetings, progress reports, tracking of schedules, invoicing, and overall administration of the project. The project management team, comprised of Authority personnel, and the On-Call Traffic Engineering Consultant (CONSULTANT), acts as an extension of the Authority staff and will act in that capacity at meetings with the respective corridor AGENCIES. The following list is a minimum of what is required of this task:

1. The selected CONSULTANT for PROJECT shall prepare a detailed Project Management Plan (PMP) that includes budget and schedule estimates for all of the tasks described in the Scope of Work, providing specific project milestones for review and approval by the Authority Project Manager (APM) or designated representative. These items shall be detailed and include expected meetings, activities (by work task, whether performed by CONSULTANT team or by others), start dates, activity durations, product submittal dates, relationships among work tasks (including critical path items), and a detailed flow chart for the project tasks, and float time. CONSULTANT shall finalize the report based on comments received from the project sponsor, other involved AGENCIES, and APM and/or Authority staff.
2. CONSULTANT shall lead a two (2) stage Project Kick-Off Meeting with the APM and AGENCY representatives.
 - a. The first stage will be to kick-off the project with the APM; establish communication channels and protocols discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals for the project. Specific topics to discuss include data collection needs, specific Synchro/SimTraffic version 8.0 and Tru – Traffic version 10.0 modeling needs, specific training needs for Synchro/SimTraffic, Tru-Traffic, and other programs or firmware specified herein, and specific construction items and procurement methodologies, and PROJECT schedule.
 - b. The second stage of the meeting will be with the CONSULTANT, APM, and AGENCY representatives that have signalized intersections along the PROJECT. Data collection needs and requirements shall be outlined to the involved AGENCIES. CONSULTANT shall notify each AGENCY of the type of work, and when the work is to be performed within that AGENCY. CONSULTANT shall notify each participating AGENCY any and all documents that need to be produced pertaining to the construction of the facilities and the coordination, including but not limited to: as-built drawings, new Plans, Specifications and Estimates for new construction to be built as part of this project (PS&E), Intersection Timing Charts, Existing Synchro Models, Aerial photos, ADT and TMC data, etc. The APM may assist in this

endeavor to facilitate time constraints.

3. CONSULTANT shall lead project meetings as directed by the Authority to include the CONSULTANT staff, APM, and other project related participants. The purpose of these meetings will be to ensure that proper input is being received by CONSULTANT and the Authority and that it is included in the work effort.
 - a. CONSULTANT shall prepare agendas, provide status updates, discuss the progress and direction of the work, and provide notes of these meetings as directed by the Authority to all participants. These meetings will also serve to provide feedback between the project development team and CONSULTANT regarding specific issues of the effort, including facilitating the development of measures of effectiveness, construction alternatives and mitigations, and as specified in later tasks.
4. CONSULTANT shall attend and be an active presenter at the Authority-led Intelligent Transportation Systems (ITS) Roundtable, updating the group on the effort, its status, and other items as determined by Authority staff. The ITS Roundtable is a semi – annual forum envisioned to further communication and information exchange between the Authority and the local AGENCIES regarding signal coordination and ITS.
5. CONSULTANT shall attend and present at four (4) Board/Committee meetings to summarize the findings. CONSULTANT shall attend and present at other AGENCY committee meetings, and intergovernmental meetings as directed by the Authority. The purpose of these meetings may be to inform attendees about the project, signal synchronization in general, the PROJECT potential strategies, and other relevant information.
 - a. At a minimum, a total of 10 monthly project team meetings, 2 Board, 2 committee, and 6 project team and other meetings shall be used for scheduling and budgeting purposes.

Deliverables – Task 1:

1. Lead a 2 Stage Project Kick-off Meeting and prepare agenda and meeting materials.
2. Detailed Project Management Plan – one per participating party.
3. Monthly progress reports (electronic master and two copies) including status of the work effort and updated schedule. Draft and Final Project Reports.
 - a. Consultant shall also submit a weekly summary of work performed in rich text format for OCTA internal usage.
 - b. Monthly progress reports to AGENCIES upon request.
4. Attend Monthly project team meetings and prepare meeting materials, including agenda, action items, graphics, presentation aides, and notes.
5. Electronic versions of all data files as directed by Authority.
6. Graphics and presentation aides required for all meetings.
7. All documents provided in electronic form should be of currently used OCTA MS Word 2007 format.

8. All electronic data produced for this project shall be provided on CD-R.

Task 2: Data Collection

CONSULTANT shall collect the following data necessary to thoroughly understand existing traffic conditions in the study area and be able to develop optimal time-of-day traffic signal coordination plans, if applicable.

1. From the involved AGENCIES and or Authority, CONSULTANT shall collect existing timing charts/sheets, existing coordination plans, traffic as-built drawings, aerial photos, maps, traffic collision data as available, and collision diagrams for the study intersections, if available. CONSULTANT shall also collect any off the shelf plans (PS & E) for construction of any and all traffic signal coordination/synchronization related plans, specifications and estimates for the corridor. CONSULTANT, if requested by the involved AGENCY, will provide their own staff to review available records/plans and request copies of needed records/plans with a minimum of disruption to the involved AGENCY.
2. From the involved AGENCIES, CONSULTANT shall collect signal timing and signal priority preferences, including, but not limited to, those related to pedestrian and bicycle timing, phase sequence modifications and preferences, and special operations such as conditional service, coordination preferred phase re – service, and ring – barrier logic, as well as the timing optimization software preference.
3. CONSULTANT shall conduct seven-day 24-hour machine counts along each 1 mile segment of PROJECT. Additionally, CONSULTANT will collect 24-hour vehicle classification counts using a machine at four (4) locations on PROJECT to determine heavy vehicle (truck) percentage information. Data obtained from Saturday and Sunday counts will determine the necessity of weekend signal timing.
4. CONSULTANT shall conduct weekday and weekend peak period turning movement counts (TMC) at each and every of the PROJECT signalized intersections, including pedestrian and bicycle counts. No other types of TMC classification shall be necessary. Weekday counts shall be conducted for two hours of each peak period (AM, mid-day, and PM). If needed, after analyzing the seven-day 24-hour machine counts, weekend counts shall be conducted at each and every of the PROJECT signalized intersections for a single two hour Saturday mid-day peak period. For intersections with more than 2 through lanes in any of the approaches, a minimum of 2 people per intersection is required.
 - a. CONSULTANT, APM, and Local AGENCIES shall determine locations for special video recording of bicycle and pedestrian activity for specific data collection in support of upcoming changes to the CA MUTCD. Video recording and data reduction shall be required at minimum 6 locations.
 - b. CONSULTANT and designated sub consulting Traffic Counting Firm shall be

cognizant of the fact that queuing of right turn vehicles or left turn vehicles that do not pass the limit line for counting purposes during the count time period shall also be counted as part of the quarter hour period in which they occur.

- c. TMCs, supplied by an alternate viable source, for an intersection that are ≤ 2 years of age may be used in lieu of a manual count.
5. All counts shall be summarized in MS Excel 2007 format. Copies of the raw data count sheets will be provided to each involved AGENCY.

Deliverables – Task 2:

- 1. Report summarizing data collection effort, including intersection turning counts, traffic collision analysis, current traffic signal timing patterns, and drawings of intersection features.
- 2. Electronic versions of all data files (See CTFP Guidelines for ROADS requirements)
- 3. Raw video footage of intersections receiving Video Counting to OCTA only.
- 4. Deliverables of Task 1 and Task 2 to AGENCIES shall be limited to political boundaries.

Task 3: Field Review, Plans Specifications and Estimates, Design Standards and Requirements

- 1. CONSULTANT shall review the geometric layout, existing traffic signal equipment and signal synchronization related infrastructure, and identify any deficiencies for each intersection and along the whole corridor. The review shall include an assessment of the existing intersection geometry, traffic conditions, and traffic signal control equipment and telemetry/interconnect facilities along the corridor and of each intersection using observation, available as-built plans, consultation with the local AGENCIES, and AGENCY supplied aerial photos. CONSULTANT will use a standard field form developed by CONSULTANT for this review that accounts for each piece of intersection data required. With permission of the local AGENCIES, CONSULTANT will inspect the interior of each traffic control cabinet, inspect the telemetry systems and determine their respective condition and make recommendations for equipment upgrades. CONSULTANT is advised that certain infrastructure and equipment upgrades have been identified previously by the AGENCIES and reviewed by the APM and shall be a requirement of this project. These items are identified subsequently within this document.
- 2. CONSULTANT shall also include an identification of all planned and programmed improvements (widening projects, intersection improvements, etc.) on the study corridor. The identification of these projects should be at minimum a list summarizing all improvements.
- 3. Key components of the corridor review shall include, at minimum, the following:

- Corridor lane configurations and lane widths;
- Existing street and lane geometries, curbs, and medians;
- Upcoming improvements to the corridor;
- Traffic signs and pavement markings at all PROJECT intersections, approaches to cross streets, and along PROJECT corridor;
- Traffic signal control device information, such as type of device, brand and make, condition of equipment. Intersection Photographic Documentation Log shall be required;
- Existing signal operation characteristics – signal phasing, cycle lengths, phase sequence alteration, and protective-permissive, etc.;
- Existing controller and telemetry/interconnect equipment;
- Existing time-referencing setup;
- Existing Central Master Equipment;
- Existing Field Master Equipment;
- Open each controller cabinet and take digital photos of all equipment inside;
- Note any deficiencies of traffic control equipment at each intersection; and
- Note the maintenance condition or existence of the traffic signal equipment, controllers and synchronization related infrastructure.

CONSULTANT shall also investigate factors that are expected to affect signal progression including, but not limited to: intersections with high pedestrian or bicyclist volumes; over-saturated intersections; uneven lane distribution; high volumes of trucks and buses; high-volume un-signalized intersections, including interchanges; parking maneuvers; presence and location of bus stops; differing signal timing patterns among AGENCIES; etc.

With the view of assisting, enhancing, and improving the traffic operations along this corridor, CONSULTANT shall identify any deficiencies of the existing traffic signal control and telemetry infrastructure, and geometric layout, and provide recommendations towards simple solutions that may be implemented to correct such deficiencies.

CONSULTANT shall prepare a report summarizing the findings of the field review.

If deemed necessary by the APM or through request of an AGENCY through the APM, CONSULTANT shall prepare any design construction documents in the form of sketches to full-fledged Plans Specifications and Estimates (PS & E). CONSULTANT shall prepare such plans for use in the construction of the PROJECT per each respective AGENCY's standards. CONSULTANT shall supply such documentation to the APM and the AGENCY owning the affected facility for approval prior to commencing any construction. Construction documents will be used during the course of construction by AGENCY for inspection services. CONSULTANT shall modify documents subject to approved construction completion to owning AGENCY as an As – Built document. Cost for production, reproduction, inspection services, and as – built services are part of the Full Fixed Price of the Contract and/or CTO and no additional compensation shall be allowed, therefore.

CONSULTANT will be required to design, procure, install, construct, and implement all desired components of the PROJECT as described in this document. CONSULTANT shall negotiate with OCTA and AGENCIES at the beginning of PROJECT to determine what actually shall be installed and implemented to maintain budgetary control.

CONSULTANT, if required to install or replace any traffic signal control equipment whether local intersection or central systems, shall perform due diligence in the determination of what types of systems are to be installed. NTCIP compatible systems shall be installed. Closed Loop Systems shall not be supplied nor installed. Sole Source systems or systems that are a linked subset or part of a sole source central system are not to be installed unless verification of need can be demonstrated to OCTA APM and CAMM Contract Administration per OCTA standards and policies. In the circumstance where a local intersection system controller is a necessary sole source and there is no alternate substitute, the CONSULTANT shall procure the sole source local intersection controller unit. The controller assembly and appurtenances housing the local intersection system controller may be supplied by others.

Deliverables – Task 3:

1. Report documenting:
 - a. The field review (including photo logs)
 - b. Recommended mitigations to perceived problems
2. Electronic versions of the report and all data files
3. Necessary Construction Documentation

Task 4: 'Before' Study

CONSULTANT shall conduct a 'Before' field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE's will likely include traffic flow, travel time, average speed, number of stops per mile, number of intersections traversed on green vs. stopped by red (Greens per Red) (*note: Average Speed, Stops per Mile, and Greens per Red are the new OCTA MOE, Corridor Synchronization Performance Index (CSPI)*), fuel consumption reduction, pollution reduction, and other pertinent items. The CONSULTANT shall include the CSPI as part of the MOEs as they are easily identifiable by lay persons relevant to demonstrating corridor improvements. The identified MOE's shall be compiled for the corridor using the floating car method and from Synchro 8.0 and from Tru-Traffic Version 10.0. Between three (3) to five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and three (3) to five (5) runs will be completed in each direction during the Saturday midday plan. Number of runs shall be consistent for both directions and time periods. Based on engineering judgment and in conjunction with APM approval, CONSULTANT may subdivide the corridor into segments for the 'Before' and 'After' runs. CONSULTANT shall notify and

receive approval from APM on number of runs and segments to be accomplished.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and Tru-Traffic v 10.0, only.

The report shall address likely optimization strategies for signal synchronization, specifically focusing on how to consider PROJECT optimization: end – to – end vs. coordinated zones. Ideally, the analysis should include the floating car data and data collected as part of Task 2. However draft versions of the report can include previously collected traffic, travel time, or other data, if considered relevant and available. The evaluation report shall provide a very good understanding of traffic patterns on PROJECT throughout the weekdays and throughout the weekend. Tru-Traffic Version 10.0 has the OCTA Corridor Synchronization Performance Index (CSPI) Calculation formulas available for use as well as the calculations for the latest emissions for GHG and other MOEs. These functions shall be utilized by the CONSULTANT in the draft preliminary, draft final and final reports as specified herein.

The CONSULTANT shall perform due diligence with regard to existing and proposed timing operations on arterials that intersect with the PROJECT.

CONSULTANT shall prepare a memorandum and present the findings to the Authority outlining the findings of the 'Before' field study. The Authority may request a presentation on the traffic patterns on PROJECT Scope and possible synchronization strategies to address the traffic patterns (optimizing the fill corridor versus optimizing segments identified with natural traffic breaks) to provide direction on the preferred signal timing strategy. Any requested presentation shall include as much of the turning movement, 24-hour machine counts, travel time, earlier city counts, etc. as available. CONSULTANT shall finalize the memorandum based on comments received from the Authority Project Manager and other involved AGENCIES and after incorporating the full set of data collected by CONSULTANT as part of Task 2.

Deliverables – Task 4:

A memorandum documenting the results of the 'Before' study is to be distributed to the APM and AGENCIES as a discussion item. More detailed analysis of project results shall be included in Task 8: Project Report.

1. Electronic versions of all data files and memorandum to all PARTIES and AGENCIES.

Task 5: Signal Timing Optimization and Implementation

CONSULTANT shall work with the APM and AGENCIES to develop a model of the study area and calibrate the model based on field observations of existing conditions. Signal synchronization optimization shall be conducted in Synchro 8.0. The corridor model must be consistent with all aspects and seamlessly interface and interlace with the County Wide Synchro Network as administered by the GIS/ROADS database. The

PROJECT Synchro 8.0 model and shall be easily imported and or exported from that database. Node or intersection numbering scheme must remain consistent with ROADS. Any modifications, additions, or removal of intersections or roadway segments (nodes or links) must be approved by Authority Section Manager – Planning/GIS, Planning and Analysis and the APM. CONSULTANT shall calibrate the model based on travel time, delay studies, field observations of queue lengths, and saturation flows for heavy movements at key intersections. Tru-Traffic Software version 10.0 or latest release should be used, subsequent to initial Synchro optimization, to augment and enhance green band throughput (offset, splits, phase rotation); and, to incorporate specific off band coordinated traffic platoons into the corridor operation as required by data analysis and field observations.

The CONSULTANT may use their own numbering scheme for use in Synchro analysis if the volume balancing and other factors becomes an issue with node numbering in regard to OCTA ROADS Database. If the CONSULTANT chooses to use this methodology, the requirement for submittal of the database in the ROADS format is still required. The extra node numbering used for volume balancing nodes and other factors must be removed upon final submittal of the Synchro document that will be incorporated into the ROADS database. These operations will be closely monitored and controlled through the APM and the Section Manager of the GIS department of Planning.

CONSULTANT shall evaluate signal timing and coordination parameters with consideration for the following:

- Optimize coordination timing using:
 - Modified Phase Sequence Rotation
 - Overlap or display output phase transfer techniques to reservice phases with capacity problems (Ring – Barrier Logic)
 - Protected/Permissive operations
 - Phasing will be lead/lead only; or,
 - Flashing Yellow Arrow technique may be employed for lead/lag if controlling/owner AGENCY permits its use
 - Harmonic cycling – double, half, third or other harmonic multiple,
 - Other innovative techniques
- CONSULTANT will measure the saturation flow rates at key project intersections during one peak hour where the overall intersection volume-to-capacity ratio is greater than or equal to 0.8 as a calibration for the Synchro model
- Timing parameters which provide adequate splits and corresponding offsets which fully accommodate pedestrians within the split time. CONSULTANT shall take into consideration the pedestrian timing parameters used by the local AGENCY on a case by case basis. Pedestrian Intervals shall be examined and retimed to current adopted standards by each respective AGENCY. CONSULTANT should note that proposed new pedestrian timing standards have been approved at the Federal level and about to be approved at the State level. AGENCIES must be contacted and

provide policy and guidance to the CONSULTANT for calculations regarding these timing intervals.

- Timing parameters which incorporate minimal pedestrian activity to provide the optimum vehicle split and offset timing and accommodate pedestrians using various pedestrian timing adjustment techniques for pedestrian splits during coordination
- Appropriate cycle lengths consistent with the goals of this effort. Additionally, CONSULTANT shall recommend time-of-day start and stop intervals for the various timing plans based on the identified peaks from the 24-hour machine counts, and field observation
- CONSULTANT shall prepare, at minimum, a total of three (3) timing plans for a typical weekday which consider the following peak periods: AM PEAK, MID-DAY PEAK, PM PEAK and one (1) timing plan for a typical Saturday for a MID-DAY PEAK. Timing plans should be in both Synchro format and the preferred timing chart format of each local AGENCY.

CONSULTANT shall develop an operational model within SimTraffic. The operational analysis will be used to micro – simulate and analyze specific roadway segments with queuing, spill back, starvation, storage blocking, and other queuing interactions, and to analyze and mitigate the conditions discovered by CONSULTANT and/or APM and AGENCIES in field reviews.

CONSULTANT shall develop optimized signal timings using the results from Synchro/SimTraffic 8.0, and Tru-Traffic version 10.0 or latest released version and recommend any changes to the signal phasing at each signalized intersection that may improve the efficiency of operations. Output of the modeling software shall not be utilized without proper QA/QC. Engineering judgment shall be utilized to determine final operational parameters. The recommended signal timing plans shall be reviewed by the APM and local AGENCY staff.

Upon approval of the optimized signal timings by the Authority and the cities, the CONSULTANT shall implement, or assist local AGENCIES staff in the implementation of new signal timings either through the central traffic signal system (if available) or direct implementation at the intersection controller units. CONSULTANT shall use existing traffic signal interconnection systems, where they exist, and, as a result of the inter-jurisdictional nature of the project, shall implement time-based signal coordination techniques across signals controlled by different AGENCIES.

As the project will be using time-based signal coordination, the CONSULTANT shall evaluate the current time-referencing of all traffic signal controllers and recommend a corridor-wide strategy (such as WWV or GPS clocks) to ensure that all traffic signal controllers are on synchronized time clocks. CONSULTANT shall verify that all Central Master or Local Field Master, and/or Local Controller unit clocks are:

- operating properly and are synchronized;
- that all clocks are referencing a common reset time;
- and that all clocks are referencing a common time of day for start of cycle length calculation (i.e. 12:00AM – Midnight)

CONSULTANT shall fine-tune, or assist local AGENCY staff in the fine-tuning of, the new settings and timings. CONSULTANT shall fine-tune timings in the field and record all changes. Fine-tuning shall be conducted during times and days that are representative of the times and days for which coordination plans were developed.

CONSULTANT shall utilize Tru – Traffic Version 10.0 or later software on a laptop with appropriate GPS device and use the floating car method utilized in the PROJECT "Before" Study to fine tune the corridor operation and verify integrity of system intersection clocks. Synchronized Video shall be used to compare actual conditions to anticipated conditions dictated by the Tru-Traffic time space diagram so that any anomalies may be corrected prior to "After" Study tasks.

CONSULTANT shall prepare a memorandum detailing the signal timing optimization and implementation, including detail on the Tru-Traffic CSPI and other MOE's and Synchro/SimTraffic MOE results. CONSULTANT shall finalize the memorandum based on comments received from the PROJECT AGENCY applicant or sponsor, the other involved AGENCIES, and the APM

Deliverables – Task 5:

1. All optimized and synchronized traffic signal timing plans, including existing corridor conditions and improved corridor conditions.
2. Field implementation of optimized traffic signal plans for existing corridor conditions, including all required fine tuning.
3. Evaluation, recommendation, and installation of a time-referencing system.
4. Electronic Synchro 8.0 data files used in analysis.
5. Electronic SimTraffic data files used in analysis.
6. Electronic Tru-Traffic v 10.0 data files with video used in analysis.
7. Electronic versions of all other data files and memorandums.
8. Memorandum documenting the signal timing optimization and implementation.
9. Deliverables of Task 1 and Task 2 to PARTIES shall be limited to respective political boundaries.

Task 6: 'After' Study

The CONSULTANT shall conduct an 'After' field study representative of the times and days for which synchronization plans will be developed. The 'After' study must be conducted in the same manner and contain the same MOE's as the 'Before' study in order to evaluate the improvements of the synchronization plans. MOE's should be compiled for the optimized corridor using the floating car method output in Tru-Traffic and then from Synchro/SimTraffic 8.0. Three (3) to five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and

three (3) to five (5) runs will be completed in each direction during the Saturday midday plan.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and the methodologies and software to match the before study, exactly.

CONSULTANT shall prepare a memorandum comparing the results of the 'Before' and 'After' field study with reference to the specific MOE's and present the findings to the Board. CONSULTANT shall also provide at least two public video travel time presentations (Transportation Commission Meeting and City Council Meeting). CONSULTANT shall finalize the memorandum based on comments received from the APM and other involved AGENCIES.

Deliverables – Task 6:

1. Memorandum comparing the results of the 'Before' and 'After' studies, to be distributed to OCTA Board as an item. More detailed analysis of project results to be included in Task 6: project report.
2. Presentation to the Board of the 'Before' and 'After' study comparison.
3. Synchronized Video with graphical travel time presentation to at least 2 public meetings (Transportation Commission Meeting and City Council Meeting or equivalent. Maximum number of meetings shall be equal to 2 per participating AGENCY)
4. Electronic versions of all data files and memorandum.

Task 7: Synchronization System Construction – Agency Specific

General:

CONSULTANT shall coordinate with each AGENCY of the PROJECT to assess special construction requirements, needs and desires, either known and proposed or previously unforeseen or unknown but necessary to complete the project. This may include:

1. GPS time clocks at Central, Field Master, and Local Intersection Controller Assemblies;
2. The replacement and/or modifications to intersection controller assemblies and/or units;
3. New Central Systems or Modifications or upgrades from closed loop system to central system hardware, firmware, and software,
4. Modifications, additions; or repair of missing or damaged signal synchronization infrastructure and other assets to be determined. (See Attachments or Appendices for the matrix for each AGENCY as to what is currently proposed to be constructed. See Task 3: Field Review, Plans Specifications and Estimates, Design Standards and Requirements for allowed systems and sub systems, sole source, and design requirements for all equipment to be installed.); and

5. Attention is directed to Section 86 – 1.05 WARRANTIES, GUARANTIES, and INSTRUCTION SHEETS of the State Standard Specifications. CONSULTANT shall provide the following:

- a. 1 YEAR GUARANTEE on LABOR and MATERIAL for all equipment furnished, installed, and/or modified
- b. 3 YEAR GUARANTEE on Firmware and Software Patches, Fixes, Updates, and Upgrades for
 - o Central Systems Control and Communications,
 - o Field Master, and Local intersection controller units

Maintenance Contracts or extra fees for these specific tasks and deliverables shall not be allowed nor charged to any PARTY or AGENCY by either the CONSULTANT, his/her Sub – Consultants, and/or vendors/suppliers, either jointly or severally, of the specified systems and related components for this service or task.

Enforcement of Standard Warranties or Guaranties for hardware and software or firmware specified heretofore shall be the sole responsibility of the AGENCY receiving the equipment.

Deliverables – Task 7:

- 1. Procure and install any and all equipment as specified but within budget for the PROJECT as proposed in the Scope of Work and Attachments or Appendices.
- 2. Negotiate with APM and AGENCY representatives on alternative procurements or substitutions as deemed necessary during the course of the PROJECT.
- 3. AS BUILT Plans and Specifications.
- 4. All WARRANTIES and GUARANTIES as specified

Task 8: Continuing Signal Timing Support

CONSULTANT will provide “on-call” signal timing support services for a period of two years or 24 months following the implementation and fine – tuning of the final signal timing plans, Task 5, to address any future adjustments that may be needed during this period. Depending on the nature of the adjustment, CONSULTANT may accomplish the fine-tuning adjustments remotely from the Consultant's office through the traffic management systems. During this 24-month period CONSULTANT will be prepared to review any project intersection requested by the PARTIES within (24) hours of written notice, including observing and fine-tuning the signal timing.

CONSULTANT will drive the length of the project arterial during all designated corridor synchronization timing plan hours of operation on a monthly basis in order to verify that the synchronization timing is working as designed, and complete any necessary adjustments. Monthly driving times will consist of a full 12-hour weekday and a 4-hour

Saturday. CONSULTANT shall notify APM 24 hours prior to commencement of driving periods.

Deliverables – Task 8:

1. 24 months of on-call support and revised signal timing plans and memorandum documenting CONSULTANT recommendations and AGENCY actions
2. Electronic versions of all data files and memorandums.

Task 9: Project Report

At the end of the three (3) year contract period, CONSULTANT shall prepare a Final Report with an executive summary. The report shall provide complete documentation of the project, including, but not limited to, project objectives, project locations, project scope, findings, recommendations, implementation schedule, improvements accomplished, report on the Continued Signal Timing Support per Task 8, and procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system, work performed, data collected: 'before' and 'after' studies and project benefits achieved in terms of fuel savings, travel time, and other measurable parameters. The report shall document all planned and programmed improvements on the study corridor as well as recommendations for further infrastructure improvements that would likely improve the corridor signal coordination project results. CONSULTANT shall present the final report and results of the project to the Board and city councils as required. The report shall be completed in accordance with the current CTFP Guidelines.

The report shall include for each intersection the lane configurations; signal phasing, turning movement data, and cycle lengths for existing and proposed timings for all peak periods. In addition, in a separate binder, all the traffic signal phase sequences, signal timing plans, and pedestrian timings shall be documented. Finally, the report shall provide recommendations with cost and benefit estimates for future improvements to traffic signal infrastructure (signal controllers, vehicle detection, communications, etc.), intersection capacity (appropriate signal phasing, lane geometrics, and alleviation of physical bottlenecks that curtail arterial capacity), and traffic management strategies. These proposed improvements are beyond the scope of this demonstration project but should be useful in determining future enhancements to the corridor.

Deliverables – Task 9:

1. Draft and Final PROJECT Signal Synchronization Project Report (one electronic master and 15 hardcopies) and Presentations.

Task 10: Traffic Signal Modeling Software Support

CONSULTANT, in addition to specific needs of AGENCIES as listed in the Attachments to this Scope of Work, shall supply to OCTA or specified AGENCY, any upgrade or new licenses for the following software and manuals:

Agency Name	Product Name	Quantity	Upgrade	New

1. Consultant shall provide a four day training session consisting of four (4) modules. The modules will be on the functions and features of the following programs: Module 1 – Highway Capacity Manual 2010 (HCM 2010) and its relationships to the vendor software supplied on this project and other related items.
 - a. Shall be the first module in the training session.
 - b. Oriented to transportation planning/operations and the interaction of Synchro/Sim Traffic 8.0
 - c. Four (4) hours in length
2. Module 2 – Synchro/Sim Traffic 8.0
 - a. Module 2.1 – 3D Viewer 8 set up and operation (optional)
3. Module 3 – Tru Traffic 9.0
4. Module 4 – Interaction between the programs and usage

The course content and times shall be coordinated with the APM and the Consultant. The classes will be scheduled to take place in the OCTA IS Training Room.

The programs shall be taught over a 4 day period. The HCM session or module shall be taught to OCTA personnel and Consultant invited personnel only. The HCM session shall be taught the first 4 hours of the instructional period, followed by Synchro/Sim Traffic and Tru Traffic.

As part of the Tru Traffic Training, the Consultant shall provide a 'hands – on' exposure to floating car studies in real time in a suitably equipped vehicle with laptop/gps on Main Street in front of OCTA Headquarters. The length of the segment shall be from Chapman Avenue to the CHOC Hospital Intersection near the SR – 22 Freeway. OCTA shall provide the Synchro Network and Tru Traffic Network for that use.

The APM shall solely make the determination of the scheduling, content, and who will instruct the training. The Consultant may perform the 'hands – on' exposure to floating car studies requirement after the initial 4 day training session if deemed appropriate by the APM and the AGENCIES.

Consultant shall be responsible for all expenses related to training, including travel, lodging and per diem plus actual training course fees, licenses, and document production required from the program vendor. OCTA shall supply the IS Training Room and sufficient numbers of laptops and workstations to train up to maximum 22 individuals associated with the Project. Project participants or their respective designees shall have priority of attendance over all other persons. OCTA personnel shall have priority of attendance over all other persons for the HCM training module.

Schedule for this Task 10 Traffic Signal Modeling Software Support shall be determined by the Project Development Team at the Kick-Off b. or first Project Development Team Meeting.

Deliverables:

1. Four module training session as specified.
2. Software with licenses, and manuals as specified

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Los Alisos Boulevard - Work by Location

Agency	Los Alisos Boulevard @	Location	Node #	Description of Work This Location
Laguna Hills	Paseo de Valencia	1	7816	ca, C, TP es, VS, see wishlist
Laguna Hills	Avenida de Carlota	2	7815	ca, C, TP es, 2" New I/C, see wishlist
Lake Forest	Rockfield Boulevard	3	5858	
Mission Viejo	Muirlands Boulevard	4	5098	P44ce, see wishlist
Mission Viejo	Jeronimo Road	5	5095	P44ce, see wishlist
Mission Viejo	Target	6		
Mission Viejo	Madero	7	5094	
Mission Viejo	Oak Tree	8	5153	
Mission Viejo	Vallejo	9	5092	
Mission Viejo	Trabuco Road	10	5152	new P44ce, EVP, see wishlist
Mission Viejo	Via Noveno	11	5069	
Mission Viejo	Vista Del Lago	12	5082	P44ce, TPIII, see wishlist
Mission Viejo	Entidad	13	5088	
Mission Viejo	Mustang Run	14	5321	
Mission Viejo	Santa Margarita Parkway	15	5154	EVP, see wishlist
Mission Viejo	Marguerite Parkway	16	5086	
Mission Viejo	UDR Los Alisos	17	5871	
Mission Viejo	Foothill Marketplace	18	5872	
Caltrans	SR 241- SB Ramps	19	416	
Caltrans	SR 241- SB Ramps	20	417	
Rancho Santa Margarita	Altisima	21	7695	ca, A, see wishlist

cu = controller unit; ca = controller assembly includes cu + all necessary equipment and appurtenances + es; ce = cabinet equipment; es = ethernet switch; FS = Fiber Switch; ee = ethernet extender; gps = gps interface and antennae installed; 2070 = 2070 Com## - 2070 Communication Module, 170E - Field Master; CM = Modem - Communications Module; C = CenTracs; TAC = TACTICS; ASCL = ACS Lite; A = Aries; BB = Battery Backup System; Existing or New I/C = Interconnect Conduit with media; media - F = Fiber Optic, TP = ## pair Twisted; VD = Video Detection; WD - Wireless Detection; SD - System Detection; VS = Video Surveillance System; W = WiFi; WR = Wireless Radio; BT- Bluetooth; L = Loop Detector; EVP = Emergency veh. pre-empt; T ## = Type II or III Electrical Service; a # following item codes = quantity (i.e. L42 = install 42 loop detectors); * = shared ownership; ** following task code = NOT A PART, agency pays 100% for that task only; m - cu = modify existing controller. New controller may be substituted if functionally equivalent. **CONSULTANT is cautioned to verify interconnect components in field.**

All equipment is furnished and installed and/or modify existing installation with 1 year guaranty on labor and material. Firmware and Software Upgrades for installed specified systems are included in the installed price for a period of 3 years. Excludes new software for new features not originally installed nor specified to be installed and included. Removal of existing equipment and appurtenances is included in the furnish and install or modify existing installation price. PS & E may be available at no cost to the Consultant from Project Agencies.

Comments, Wishes, Needs of Lake Forest		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
1		

Comments, Wishes, Needs of Mission Viejo		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
*	Muirlands Blvd.	Replace existing P44 cabinet w/shelf mount detection w/new P44 cabinet w/rack mount detection
*	Jeronimo Road	Replace P38 cabinet w/new P44 cabinet w/upgrade to rack mount detection. Any related foundation modifications (relocation of anchor bolts). Remove phone drop.
*	Trabuco Road	Replace existing P44 cabinet w/shelf mount detection w/new P44 cabinet w/rack mount detection. Install EVP system (Opticom M-2000 Multi-mode phase selector)
*	Vista del Lago	Replace P38 cabinet w/new P44 cabinet w/rack mount detection including any required cabinet foundation modifications (relocation of anchor bolts or reconstruction). Remove Type 2 Electrical service. Install stop bar loop detection for Los Alisos & pull in new DLC's to cabinet
*	Santa Margarita Parkway	Pull in DLC's for stop bar detection in all four directions. Loops are existing and tested well. Install EVP system (Opticom M-2000 Multi-mode phase selector)

*part of original application

Comments, Wishes, Needs of Rancho Santa Margarita		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
*	Altisima	Install ASC/3-2100 "Aries" controller w/Ethernet port, data key, and appurtenances

*part of original application

Comments, Wishes, Needs of Rancho Santa Margarita		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
*	Altisima	Install ASC/3-2100 "Aries" controller w/Ethernet port, data key, and appurtenances

*part of original application

Local Match Commitment

Details of Matching Funds: (must be consistent with PROJECT APPLICATION):

Provide details in tables

Cash Match: Total Cash Match for the Project: \$ 42,590

In-Kind Match: Total In-Kind Match for the Project: \$ 37,205

Total Match for Project: \$ 79,795

Cash Match:

Agency	Funding Source	Amount of Cash Contribution
City of Laguna Hills		\$ 9,081
City of Lake Forest		\$ 2,830
City of Mission Viejo		\$ 28,125
City of Rancho Santa Margarita		\$ 2,554
TOTAL		\$ 42,590

In-Kind Match (Improvements or Staffing Support):

Specific Improvements and Services (List items and Cost):

Agency	Improvement	Date of Construction	Expenditure
			\$
			\$
			\$
			\$
TOTAL			\$

Staffing Commitment:

Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total
City of Laguna Hills	Engineer	Project Administration	90.8	\$100	\$ 9,080*
City of Mission Viejo	PW Director	Project Administration	5	\$232	\$ 1,160*
City of Mission Viejo	City Engineer	Project Administration	20	\$166	\$ 1,160*
City of Mission Viejo	Traffic Engineer	Project Administration & Signal Timing	64.9	\$145	\$ 9,410*
City of Mission Viejo	Transportation Analyst	Project Administration & Signal Timing	100.05	\$94	\$ 9,405*
City of Mission Viejo	PW Inspector	Project Inspection	10	\$124	\$ 1,240*
City of Mission Viejo	Traffic Systems Specialist (H&C)	Signal Timing Implementation & Operations	50	\$115	\$ 5,750*
TOTAL					\$ 37,205*

*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.

List of Contacts

OCTA

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Project Manager
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Laguna Hills

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City Engineer / Public Works
Director
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Mission Viejo

Mr. Philip Nitollama
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Rancho Santa Margarita

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blawson@cityofrsm.org

1 **COOPERATIVE AGREEMENT NO. C-2-1997**
2 **BY AND BETWEEN**
3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**
4 **AND**
5 **THE CITIES OF LAGUNA HILLS, IRVINE, AND LAKE FOREST**
6 **FOR**
7 **IMPLEMENTATION OF**
8 **THE LAKE FOREST DRIVE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT FUNDED AS**
9 **PART OF THE MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM**
10 **(PROJECT P)**

11 **THIS AGREEMENT**, is effective this ____ day of _____, 2012 by and between the
12 Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California
13 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"),
14 and the Cities of Laguna Hills, Irvine, and Lake Forest (hereinafter referred to as the
15 "PARTICIPATING AGENCIES").

16 **WHEREAS**, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES are
17 working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the
18 Renewed Measure M (M2) Regional Traffic Signal Synchronization Program Project P (Project P) to
19 enhance countywide traffic flow and reduce congestion; and

20 **WHEREAS**, the AUTHORITY has completed the competitive 2012 Call for Projects (hereinafter,
21 "2012 CALL") in support of Project P and awarded Project P funds based on the application
22 (hereinafter, "APPLICATION") prepared by the City of Laguna Hills (hereinafter referred to as the
23 "APPLICANT AGENCY") for implementation of signal synchronization of traffic signals along Lake
24 Forest Drive (hereinafter, "PROJECT"); and

25 **WHEREAS**, the PARTICIPATING AGENCIES in their approved APPLICATION have elected
26 to designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry

1 out the signal coordination PROJECT; and

2 **WHEREAS**, the PROJECT will include approximately ten (10) traffic signals as identified in
3 the APPLICATION and illustrated in the PROJECT Scope of Work, which is attached and referred to
4 herein as Attachment A; and

5 **WHEREAS**, the PROJECT will include elements identified in the APPLICATION including
6 certain hardware and software upgrades to traffic controllers, traffic telecommunications and intertie
7 systems, central traffic master controllers and associated systems (hereinafter collectively referred
8 to as "TRAFFIC CONTROL ELEMENTS"), will be constructed and or installed and implemented as
9 part of the PROJECT as identified in Attachment A; and

10 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to
11 coordinate the inclusion of other traffic control elements that must be installed at the same time as
12 the construction of the PROJECT that are NOT included in Attachment A and will be the
13 responsibility of the AGENCY owning each and any of those traffic control elements during the
14 course of the project; and

15 **WHEREAS**, the AUTHORITY agrees to implement the PROJECT based on Attachment A; and

16 **WHEREAS**, the PARTICIPATING AGENCIES agree to allocate and provide a combined cash
17 and in-kind match of twenty-nine thousand, nine hundred, nineteen dollars and fifty cents (\$29,919.50),
18 equivalent to twenty percent (20%) of the PROJECT cost (see Attachment B); and

19 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this
20 Agreement to implement the PROJECT in support of Project P as part of M2; and

21 **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions and funding
22 responsibilities between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation
23 of the PROJECT; and

24 **WHEREAS**, the Orange County Transportation Authority Board of Directors approved funding
25 for the PROJECT and authorized the Chief Executive Officer to negotiate and execute this cooperative
26 agreement on October 15, 2012.

1 **WHEREAS**, the CITY of Laguna Hill's City Council approved this Agreement on the ____ day
2 of _____, 20____.

3 **WHEREAS**, the CITY of Irvine's City Council approved this Agreement on the ____ day of
4 _____, 20____.

5 **WHEREAS**, the CITY of Lake Forest's City Council approved this Agreement on the ____ day
6 of _____, 20____.

7 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the
8 PARTICIPATING AGENCIES as follows:

9 **ARTICLE 1. COMPLETE AGREEMENT**

10 A. This Agreement, including any attachments incorporated herein and made applicable by
11 reference, constitutes the complete and exclusive statement of the terms and conditions of this
12 Agreement between AUTHORITY and the PARTICIPATING AGENCIES and it supersedes all prior
13 representations, understandings and communications between the parties. The invalidity in whole or in
14 part of any term or condition of this Agreement shall not affect the validity of other term(s) or
15 conditions(s) of this Agreement. The above referenced Recitals are true and correct and are
16 incorporated by reference herein.

17 B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'
18 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
19 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or
20 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force
21 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except
22 when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a
23 written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

24 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's
25 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
26 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of

1 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force
2 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING
3 AGENCIES except when specifically confirmed in writing by an authorized representative of
4 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in
5 accordance with the provisions of this Agreement.

6 **ARTICLE 2. SCOPE OF AGREEMENT**

7 This Agreement specifies the roles and responsibilities of the PARTIES as they pertain to the
8 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree
9 that each will cooperate and coordinate with the other in all activities covered by this Agreement and
10 any other supplemental agreements that may be required to facilitate purposes thereof.

11 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

12 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

13 A. AUTHORITY shall implement the PROJECT based on the APPLICATION prepared by
14 the APPLICANT AGENCY in accordance with the policies and procedures contained in the CTFP
15 Guidelines.

16 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal
17 operational integrity between PROJECT and other existing and new M2 Project P funded projects.

18 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation
19 necessary to acquire a Categorical Exemption from CEQA for PROJECT.

20 D. AUTHORITY shall perform web-based public outreach activities for the project to
21 communicate major project milestones and results.

22 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements
23 as described in CTFP.

24 F. AUTHORITY, or agents of AUTHORITY, may upon close-out of PROJECT under this
25 Agreement, perform a technical or field review to ensure that the CTFP Guidelines policies and
26 procedures were followed. Such a review may be performed one hundred and eighty (180) days after

the PROJECT three-year grant period is complete. If the technical and or field review determines that any of the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must return the amount of funding used to perform the ineligible activity to AUTHORITY.

G. AUTHORITY will invoice the PARTICIPATING AGENCIES as identified in the PROJECT 2012 CALL APPLICATION and Attachment B for the dollar match at the start of the PROJECT.

H. AUTHORITY will request updates on the PROJECT as part of semi-annual review process, including documentation of in-kind match conforming to Attachment B and will include the PROJECT in the list of active projects in OCFundtracker until completion of the three year grant period. Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY

The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the implementation of the PROJECT:

A. AUTHORITY will act as the LEAD AGENCY for the work necessary to manage, procure, and complete the PROJECT as identified in Attachment A.

B. To coordinate outreach with the PARTICIPATING AGENCIES for the PROJECT.

C. To collect manual intersection movement and automated machine traffic counts.

D. To develop new timing plans optimized for signal synchronization.

E. To provide updated timing plans and traffic count data to the PARTICIPATING AGENCIES.

F. To prepare a "Before and After Study" for the PROJECT. As described in the Measure M2 Eligibility Guidelines adopted by the AUTHORITY, the "Before and After Study" for the project is considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section B.III.9) for the project. The AUTHORITY shall provide the "Before and After Study" to the PARTICIPATING AGENCIES in draft and final formats for comment and comments shall be noted in

the final study.

G. To provide Ongoing Monitoring and Maintenance of optimized signal timing after Primary Implementation of the PROJECT is completed and continue until the end of the three year grant period.

H. To perform any action reasonably necessary to ensure that PROJECT is completed in a timely manner.

ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES

The PARTICIPATING AGENCIES agree to the following responsibilities for implementation and funding of the PROJECT:

A. Provide a technical representative to meet and participate as a member of the PROJECT's Traffic Forum.

B. To authorize the AUTHORITY to manage, procure, and implement all aspects of the PROJECT.

C. To participate and support the PROJECT implementation within the timeframe outlined in the APPLICATION and consistent with the CTFP Guidelines adopted by the AUTHORITY.

D. To provide the AUTHORITY all current intersection, local field master, and or central control system timing plans and related data upon request.

E. To provide the local match and or documentation for the in-kind services for the PROJECT in accordance with Attachment B. Failure to provide included match and or evidence of in-kind service may result in the loss of future participation for competitive funds.

F. PARTICIPATING AGENCIES that have included a dollar match as identified in Attachment B shall provide payment for the dollar match to the AUTHORITY within 30 calendar days of receipt of an invoice.

G. PARTICIPATING AGENCIES that have included an in-kind match as identified in Attachment B shall provide documentation of conformance as part of the semi-annual review process.

1 H. PARTICIPATING AGENCIES shall provide updates to the AUTHORITY on the
2 PROJECT as part of semi-annual review process until completion of the three year PROJECT grant
3 period. Documents to be provided include, but are not limited to, payroll records, contracts, and
4 purchase orders.

5 I. PARTICIPATING AGENCIES shall continue Ongoing Monitoring and Maintenance after
6 the three year grant period is complete and continue until the end of the PROJECT if additional
7 Maintenance of Effort is specified in the APPLICATION.

8 **ARTICLE 6. DELEGATED AUTHORITY**

9 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this
10 Agreement are delegated to its City Managers, or designee, and the actions required to be taken by
11 AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive
12 Officer.

13 **ARTICLE 7. AUDIT AND INSPECTION**

14 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in
15 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING
16 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,
17 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a
18 period of five (5) years after final payment, or until any on-going audit is completed. For purposes of
19 audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of
20 PARTICIPATING AGENCIES' final billing (so noted on the invoice), if applicable, under this Agreement.
21 AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above
22 provision with respect to audits shall extend to and or be included in contracts with PARTICIPATING
23 AGENCIES' contractor.

24 **ARTICLE 8. INDEMNIFICATION**

25 A. The PARTICIPATING AGENCIES shall jointly and severally indemnify, defend and hold
26

1 B. harmless the AUTHORITY, it's officers, directors, employees and agents from and
2 against any and all claims (including attorney's fees and reasonable expenses for litigation and
3 settlement) for any loss or damages, bodily injuries, damage to, or loss of property caused by the
4 negligent acts, omissions or willful misconduct by the PARTICIPATING AGENCIES, its officers,
5 directors, employees or agents in connection with or arising out of the performance of this Agreement.

6 C. The PARTICIPATING AGENCIES shall maintain adequate levels of insurance, or self-
7 insurance to assure full indemnification of AUTHORITY.

8 D. AUTHORITY shall indemnify, defend and hold harmless the PARTICIPATING
9 AGENCIES, its officers, directors, employees or agents, and or its officers, directors, employees or
10 agents from and against any and all claims (including attorney's fees and reasonable expenses for
11 litigation and settlement) for any loss or damages, bodily injuries, damage to, or loss of property caused
12 by the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees
13 or agents in connection with or arising out of the performance of this Agreement.

14 E. AUTHORITY shall maintain adequate levels of insurance, or self-insurance to assure full
15 indemnification of the PARTICIPATING AGENCIES.

16 **ARTICLE 9. ADDITIONAL PROVISIONS**

17 A. Term of Agreement: This Agreement shall continue in full force and effect until
18 December 31, 2015.

19 B. This Agreement may be extended or amended in writing at any time by the mutual
20 consent of both parties. No amendment shall have any force or effect unless executed in writing by
21 both parties.

22 C. The AUTHORITY and the PARTICIPATING AGENCIES agree to work together in good
23 faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the
24 performance of this Agreement.

25 D. Legal Authority: The AUTHORITY and the PARTICIPATING AGENCIES hereto
26 represent that they are authorized to execute this Agreement on behalf of said parties and that, by so

1 executing this agreement, the parties hereto are formally bound to the provisions of this Agreement.

2 E. Severability: If any term, provision, covenant or condition of this Agreement is held to be
3 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
4 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
5 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6 F. Counterparts of Agreement: This Agreement may be executed and delivered in any
7 number of counterparts, each of which, when executed and delivered shall be deemed an original and
8 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

9 G. In the event that the PROJECT Costs exceed the estimates as submitted in the
10 APPLICATION as prepared by the APPLICANT AGENCY, all parties agree to meet and determine
11 PROJECT revisions to meet the budget or a revised funding proposal by PARTICIPATING AGENCIES
12 which shall be documented and submitted in writing as a revision to the agreement.

13 H. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,
14 state and local laws, statutes, ordinances and regulations of any governmental authority having
15 jurisdiction over the PROJECT.

16 I. Force Majeure: Either Party shall be excused from performing its obligations under this
17 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
18 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;
19 commandeering of material, products, plants or facilities by the federal, state or local government;
20 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of
21 such cause is presented to the other Party, and provided further that such nonperformance is
22 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

23 J. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, or
24 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
25 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed
26 void and of no force and effect. Consent to one assignment shall not be deemed consent to any

subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

L. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

M. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party.

N. Notices: Any notices, requests, or demands made between the parties pursuant to this Agreement are to be directed as follows:

To CITY OF LAGUNA HILLS:	To AUTHORITY:
City of Laguna Hills	Orange County Transportation Authority
24035 El Toro Road Laguna Hills, CA 92653	550 South Main Street Orange, CA 92863-1584
Attention: Kenneth Rosenfield City Engineer/Public Works Director	Attention: Venita Todd Senior Contracts Administrator
Tel: 949/707-2655	Tel: 714/560-5446
Email: krosenfield@ci.laguna-hills.ca.us	Email: vtodd@octa.net

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
2 No. **C-2-1997** to be executed on the date first above written.

3 **CITY OF LAGUNA HILLS**

4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

5 By: _____
6 Melody Carruth
7 Mayor

5 By: _____
6 Meena Katakia
7 Manager, Capital Projects

8 **ATTEST:**

8 **APPROVAL RECOMMENDED:**

9 By: _____
10 Peggy J. Johns
11 City Clerk

9 By: _____
10 Kennard R. Smart, Jr.
11 General Counsel

12 **APPROVED AS TO FORM:**

12 By: _____
13 Gregory E. Simonian
14 City Attorney

15 Dated: _____

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
2 No. **C-2-1997** to be executed on the date first above written.

3 **CITY OF IRVINE**

4 By: _____
5 Manuel Gomez
6 Director of Public Works

7 **ATTEST:**

8 By: _____
9 Sharie Apodaca
 City Clerk

10 **APPROVED AS TO FORM:**

11 By: _____
12 Phil Kohn
13 City Attorney

14 Dated: _____
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
2 No. **C-2-1997** to be executed on the date first above written.

3 **CITY LAKE FOREST**

4 By: _____
5 Kathryn McCullough
6 Mayor

7 **ATTEST:**

8 By: _____
9 Stephanie Smith
10 City Clerk

11 **APPROVED AS TO FORM:**

12 By: _____
13 Scott C. Smith
14 City Attorney

15 Dated: _____
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SCOPE OF WORK
Lake Forest Drive Corridor
TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

The Orange County Transportation Authority (Authority or OCTA) desires to provide the components necessary to improve and enhance signal timing and synchronization services and operations for all signalized intersections on the Lake Forest Drive Corridor Traffic Signal Synchronization Project (PROJECT).

This two (2) mile stretch of PROJECT includes ten (10) signalized intersections and includes three (3) Orange County agencies (AGENCY or AGENCIES). The street was proposed for synchronization by the City of Laguna Hills as part of the 2012 Project P corridors from Renewed Measure M (M2). The term PARTIES shall refer to all participating AGENCIES and OCTA

The PROJECT passes through the cities of Laguna Hills, Irvine, and Lake Forest. Signals along the corridor are controlled by these AGENCIES. The AGENCIES along the corridor utilize several different types of controllers, including Type 170 C8, Type 2070, NEMA TS - 1, 2 by Econolite, and other manufacturer's each with their own respective firmware or operating systems and characteristics.

The main goals and objective of this project is to:

- Perform an operations and timing analysis to develop and implement optimized traffic signal synchronization timing, including the development and implementation of timing plans at all signalized intersections;
- Determine and make recommendations for all traffic signal equipment and infrastructure related solely to improve and/or enhance synchronization; and
- Upon approval by the owning AGENCY and OCTA, procure, furnish and install all approved infrastructure improvements for PROJECT.

The implementation of the new optimized timing and infrastructure improvements will:

- Provide signal synchronization timing for prevailing traffic patterns
- Maximize the number of intersections traversed on a green indication vs. those stop by a red indication
- Reduce stops, decrease travel times, and reduce overall delay,
- Reduce emissions and Green House Gases (GHG); and
- Provide a continuing foundation for interjurisdictional cooperation in coordination of interactive but autonomous local AGENCY traffic signal systems.

The following specific tasks are required to be performed in the course of providing service for the traffic signal coordination project. Tasks are listed in sequential order for clarity. However, some tasks may run concurrently or commence prior to the order listed.

Task 1: Project Management

Task 1: Project Management is ongoing throughout the duration of the project. This task includes day-to-day project management, such as meetings, progress reports, tracking of schedules, invoicing, and overall administration of the project. The project management team, comprised of Authority personnel, and the On-Call Traffic Engineering Consultant (CONSULTANT), acts as an extension of the Authority staff and will act in that capacity at meetings with the respective corridor AGENCIES. The following list is a minimum of what is required of this task:

1. The selected CONSULTANT for PROJECT shall prepare a detailed Project Management Plan (PMP) that includes budget and schedule estimates for all of the tasks described in the Scope of Work, providing specific project milestones for review and approval by the Authority Project Manager (APM) or designated representative. These items shall be detailed and include expected meetings, activities (by work task, whether performed by CONSULTANT team or by others), start dates, activity durations, product submittal dates, relationships among work tasks (including critical path items), and a detailed flow chart for the project tasks, and float time. CONSULTANT shall finalize the report based on comments received from the project sponsor, other involved AGENCIES, and APM and/or Authority staff.
2. CONSULTANT shall lead a two (2) stage Project Kick-Off Meeting with the APM and AGENCY representatives.
 - a. The first stage will be to kick-off the project with the APM; establish communication channels and protocols discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals for the project. Specific topics to discuss include data collection needs, specific Synchro/SimTraffic version 8.0 and Tru – Traffic version 10.0 modeling needs, specific training needs for Synchro/SimTraffic, Tru-Traffic, and other programs or firmware specified herein, and specific construction items and procurement methodologies, and PROJECT schedule.
 - b. The second stage of the meeting will be with the CONSULTANT, APM, and AGENCY representatives that have signalized intersections along the PROJECT. Data collection needs and requirements shall be outlined to the involved AGENCIES. CONSULTANT shall notify each AGENCY of the type of work, and when the work is to be performed within that AGENCY. CONSULTANT shall notify each participating AGENCY any and all documents that need to be produced pertaining to the construction of the facilities and the coordination, including but not limited to: as-built drawings, new Plans, Specifications and Estimates for new construction to be built as part of this project (PS&E), Intersection Timing Charts, Existing Synchro Models, Aerial photos, ADT and TMC data, etc. The APM may assist in this endeavor to facilitate time constraints.

3. CONSULTANT shall lead project meetings as directed by the Authority to include the CONSULTANT staff, APM, and other project related participants. The purpose of these meetings will be to ensure that proper input is being received by CONSULTANT and the Authority and that it is included in the work effort.
 - a. CONSULTANT shall prepare agendas, provide status updates, discuss the progress and direction of the work, and provide notes of these meetings as directed by the Authority to all participants. These meetings will also serve to provide feedback between the project development team and CONSULTANT regarding specific issues of the effort, including facilitating the development of measures of effectiveness, construction alternatives and mitigations, and as specified in later tasks.
4. CONSULTANT shall attend and be an active presenter at the Authority-led Intelligent Transportation Systems (ITS) Roundtable, updating the group on the effort, its status, and other items as determined by Authority staff. The ITS Roundtable is a semi – annual forum envisioned to further communication and information exchange between the Authority and the local AGENCIES regarding signal coordination and ITS.
5. CONSULTANT shall attend and present at four (4) Board/Committee meetings to summarize the findings. CONSULTANT shall attend and present at other AGENCY committee meetings, and intergovernmental meetings as directed by the Authority. The purpose of these meetings may be to inform attendees about the project, signal synchronization in general, the PROJECT potential strategies, and other relevant information.
 - a. At a minimum, a total of 10 monthly project team meetings, 2 Board, 2 committee, and 6 project team and other meetings shall be used for scheduling and budgeting purposes.

Deliverables – Task 1:

1. Lead a 2 Stage Project Kick-off Meeting and prepare agenda and meeting materials.
2. Detailed Project Management Plan – one per participating party.
3. Monthly progress reports (electronic master and two copies) including status of the work effort and updated schedule. Draft and Final Project Reports.
 - a. Consultant shall also submit a weekly summary of work performed in rich text format for OCTA internal usage.
 - b. Monthly progress reports to AGENCIES upon request.
4. Attend Monthly project team meetings and prepare meeting materials, including agenda, action items, graphics, presentation aides, and notes.
5. Electronic versions of all data files as directed by Authority.
6. Graphics and presentation aides required for all meetings.
7. All documents provided in electronic form should be of currently used OCTA MS Word 2007 format.
8. All electronic data produced for this project shall be provided on CD-R.

Task 2: Data Collection

CONSULTANT shall collect the following data necessary to thoroughly understand existing traffic conditions in the study area and be able to develop optimal time-of-day traffic signal coordination plans, if applicable.

1. From the involved AGENCIES and or Authority, CONSULTANT shall collect existing timing charts/sheets, existing coordination plans, traffic as-built drawings, aerial photos, maps, traffic collision data as available, and collision diagrams for the study intersections, if available. CONSULTANT shall also collect any off the shelf plans (PS & E) for construction of any and all traffic signal coordination/synchronization related plans, specifications and estimates for the corridor. CONSULTANT, if requested by the involved AGENCY, will provide their own staff to review available records/plans and request copies of needed records/plans with a minimum of disruption to the involved AGENCY.
2. From the involved AGENCIES, CONSULTANT shall collect signal timing and signal priority preferences, including, but not limited to, those related to pedestrian and bicycle timing, phase sequence modifications and preferences, and special operations such as conditional service, coordination preferred phase re – service, and ring – barrier logic, as well as the timing optimization software preference.
3. CONSULTANT shall conduct seven-day 24-hour machine counts along each 1 mile segment of PROJECT. Additionally, CONSULTANT will collect 24-hour vehicle classification counts using a machine at four (4) locations on PROJECT to determine heavy vehicle (truck) percentage information. Data obtained from Saturday and Sunday counts will determine the necessity of weekend signal timing.
4. CONSULTANT shall conduct weekday and weekend peak period turning movement counts (TMC) at each and every of the PROJECT signalized intersections, including pedestrian and bicycle counts. No other types of TMC classification shall be necessary. Weekday counts shall be conducted for two hours of each peak period (AM, mid-day, and PM). If needed, after analyzing the seven-day 24-hour machine counts, weekend counts shall be conducted at each and every of the PROJECT signalized intersections for a single two hour Saturday mid-day peak period. For intersections with more than 2 through lanes in any of the approaches, a minimum of 2 people per intersection is required.
 - a. CONSULTANT, APM, and Local AGENCIES shall determine locations for special video recording of bicycle and pedestrian activity for specific data collection in support of upcoming changes to the CA MUTCD. Video recording and data reduction shall be required at minimum 6 locations.
 - b. CONSULTANT and designated sub consulting Traffic Counting Firm shall be cognizant of the fact that queuing of right turn vehicles or left turn vehicles

that do not pass the limit line for counting purposes during the count time period shall also be counted as part of the quarter hour period in which they occur.

- c. TMCs, supplied by an alternate viable source, for an intersection that are ≤ 2 years of age may be used in lieu of a manual count.

- 5. All counts shall be summarized in MS Excel 2007 format. Copies of the raw data count sheets will be provided to each involved AGENCY.

Deliverables – Task 2:

- 1. Report summarizing data collection effort, including intersection turning counts, traffic collision analysis, current traffic signal timing patterns, and drawings of intersection features.
- 2. Electronic versions of all data files (See CTFP Guidelines for ROADS requirements)
- 3. Raw video footage of intersections receiving Video Counting to OCTA only.
- 4. Deliverables of Task 1 and Task 2 to AGENCIES shall be limited to political boundaries.

Task 3: Field Review, Plans Specifications and Estimates, Design Standards and Requirements

- 1. CONSULTANT shall review the geometric layout, existing traffic signal equipment and signal synchronization related infrastructure, and identify any deficiencies for each intersection and along the whole corridor. The review shall include an assessment of the existing intersection geometry, traffic conditions, and traffic signal control equipment and telemetry/interconnect facilities along the corridor and of each intersection using observation, available as-built plans, consultation with the local AGENCIES, and AGENCY supplied aerial photos. CONSULTANT will use a standard field form developed by CONSULTANT for this review that accounts for each piece of intersection data required. With permission of the local AGENCIES, CONSULTANT will inspect the interior of each traffic control cabinet, inspect the telemetry systems and determine their respective condition and make recommendations for equipment upgrades. CONSULTANT is advised that certain infrastructure and equipment upgrades have been identified previously by the AGENCIES and reviewed by the APM and shall be a requirement of this project. These items are identified subsequently within this document.
- 2. CONSULTANT shall also include an identification of all planned and programmed improvements (widening projects, intersection improvements, etc.) on the study corridor. The identification of these projects should be at minimum a list summarizing all improvements.
- 3. Key components of the corridor review shall include, at minimum, the following:

- Corridor lane configurations and lane widths;
- Existing street and lane geometries, curbs, and medians;
- Upcoming improvements to the corridor;
- Traffic signs and pavement markings at all PROJECT intersections, approaches to cross streets, and along PROJECT corridor;
- Traffic signal control device information, such as type of device, brand and make, condition of equipment. Intersection Photographic Documentation Log shall be required;
- Existing signal operation characteristics – signal phasing, cycle lengths, phase sequence alteration, and protective-permissive, etc.;
- Existing controller and telemetry/interconnect equipment;
- Existing time-referencing setup;
- Existing Central Master Equipment;
- Existing Field Master Equipment;
- Open each controller cabinet and take digital photos of all equipment inside;
- Note any deficiencies of traffic control equipment at each intersection; and
- Note the maintenance condition or existence of the traffic signal equipment, controllers and synchronization related infrastructure.

CONSULTANT shall also investigate factors that are expected to affect signal progression including, but not limited to: intersections with high pedestrian or bicyclist volumes; over-saturated intersections; uneven lane distribution; high volumes of trucks and buses; high-volume un-signalized intersections, including interchanges; parking maneuvers; presence and location of bus stops; differing signal timing patterns among AGENCIES; etc.

With the view of assisting, enhancing, and improving the traffic operations along this corridor, CONSULTANT shall identify any deficiencies of the existing traffic signal control and telemetry infrastructure, and geometric layout, and provide recommendations towards simple solutions that may be implemented to correct such deficiencies.

CONSULTANT shall prepare a report summarizing the findings of the field review.

If deemed necessary by the APM or through request of an AGENCY through the APM, CONSULTANT shall prepare any design construction documents in the form of sketches to full-fledged Plans Specifications and Estimates (PS & E). CONSULTANT shall prepare such plans for use in the construction of the PROJECT per each respective AGENCY's standards. CONSULTANT shall supply such documentation to the APM and the AGENCY owning the affected facility for approval prior to commencing any construction. Construction documents will be used during the course of construction by AGENCY for inspection services. CONSULTANT shall modify documents subject to approved construction completion to owning AGENCY as an As – Built document. Cost for production, reproduction, inspection services, and as – built services are part of the Full Fixed Price of the Contract and/or CTO and no additional compensation shall be allowed, therefore.

CONSULTANT will be required to design, procure, install, construct, and implement all desired components of the PROJECT as described in this document. CONSULTANT shall negotiate with OCTA and AGENCIES at the beginning of PROJECT to determine what actually shall be installed and implemented to maintain budgetary control.

CONSULTANT, if required to install or replace any traffic signal control equipment whether local intersection or central systems, shall perform due diligence in the determination of what types of systems are to be installed. NTCIP compatible systems shall be installed. Closed Loop Systems shall not be supplied nor installed. Sole Source systems or systems that are a linked subset or part of a sole source central system are not to be installed unless verification of need can be demonstrated to OCTA APM and CAMM Contract Administration per OCTA standards and policies. In the circumstance where a local intersection system controller is a necessary sole source and there is no alternate substitute, the CONSULTANT shall procure the sole source local intersection controller unit. The controller assembly and appurtenances housing the local intersection system controller may be supplied by others.

Deliverables – Task 3:

1. Report documenting:
 - a. The field review (including photo logs)
 - b. Recommended mitigations to perceived problems
2. Electronic versions of the report and all data files
3. Necessary Construction Documentation

Task 4: 'Before' Study

CONSULTANT shall conduct a 'Before' field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE's will likely include traffic flow, travel time, average speed, number of stops per mile, number of intersections traversed on green vs. stopped by red (Greens per Red) (*note: Average Speed, Stops per Mile, and Greens per Red are the new OCTA MOE, Corridor Synchronization Performance Index (CSPI)*), fuel consumption reduction, pollution reduction, and other pertinent items. The CONSULTANT shall include the CSPI as part of the MOEs as they are easily identifiable by lay persons relevant to demonstrating corridor improvements. The identified MOE's shall be compiled for the corridor using the floating car method and from **Synchro 8.0 and from Tru-Traffic Version 10.0.** Between three (3) to five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and three (3) to five (5) runs will be completed in each direction during the Saturday midday plan. Number of runs shall be consistent for both directions and time periods. Based on engineering judgment and in conjunction with APM approval, CONSULTANT may subdivide the

corridor into segments for the 'Before' and 'After' runs. CONSULTANT shall notify and receive approval from APM on number of runs and segments to be accomplished.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and Tru-Traffic v 10.0, only.

The report shall address likely optimization strategies for signal synchronization, specifically focusing on how to consider PROJECT optimization: end – to – end vs. coordinated zones. Ideally, the analysis should include the floating car data and data collected as part of Task 2. However draft versions of the report can include previously collected traffic, travel time, or other data, if considered relevant and available. The evaluation report shall provide a very good understanding of traffic patterns on PROJECT throughout the weekdays and throughout the weekend. Tru-Traffic Version 10.0 has the OCTA Corridor Synchronization Performance Index (CSPI) Calculation formulas available for use as well as the calculations for the latest emissions for GHG and other MOEs. These functions shall be utilized by the CONSULTANT in the draft preliminary, draft final and final reports as specified herein.

The CONSULTANT shall perform due diligence with regard to existing and proposed timing operations on arterials that intersect with the PROJECT.

CONSULTANT shall prepare a memorandum and present the findings to the Authority outlining the findings of the 'Before' field study. The Authority may request a presentation on the traffic patterns on PROJECT Scope and possible synchronization strategies to address the traffic patterns (optimizing the fill corridor versus optimizing segments identified with natural traffic breaks) to provide direction on the preferred signal timing strategy. Any requested presentation shall include as much of the turning movement, 24-hour machine counts, travel time, earlier city counts, etc. as available. CONSULTANT shall finalize the memorandum based on comments received from the Authority Project Manager and other involved AGENCIES and after incorporating the full set of data collected by CONSULTANT as part of Task 2.

Deliverables – Task 4:

A memorandum documenting the results of the 'Before' study is to be distributed to the APM and AGENCIES as a discussion item. More detailed analysis of project results shall be included in Task 8: Project Report.

1. Electronic versions of all data files and memorandum to all PARTIES and AGENCIES.

Task 5: Signal Timing Optimization and Implementation

CONSULTANT shall work with the APM and AGENCIES to develop a model of the study area and calibrate the model based on field observations of existing conditions. Signal synchronization optimization shall be conducted in Synchro 8.0. The corridor model must be consistent with all aspects and seamlessly interface and interlace with

the County Wide Synchro Network as administered by the GIS/ROADS database. The PROJECT Synchro 8.0 model and shall be easily imported and or exported from that database. Node or intersection numbering scheme must remain consistent with ROADS. Any modifications, additions, or removal of intersections or roadway segments (nodes or links) must be approved by Authority Section Manager – Planning/GIS, Planning and Analysis and the APM. CONSULTANT shall calibrate the model based on travel time, delay studies, field observations of queue lengths, and saturation flows for heavy movements at key intersections. Tru-Traffic Software version 10.0 or latest release should be used, subsequent to initial Synchro optimization, to augment and enhance green band throughput (offset, splits, phase rotation); and, to incorporate specific off band coordinated traffic platoons into the corridor operation as required by data analysis and field observations.

The CONSULTANT may use their own numbering scheme for use in Synchro analysis if the volume balancing and other factors becomes an issue with node numbering in regard to OCTA ROADS Database. If the CONSULTANT chooses to use this methodology, the requirement for submittal of the database in the ROADS format is still required. The extra node numbering used for volume balancing nodes and other factors must be removed upon final submittal of the Synchro document that will be incorporated into the ROADS database. These operations will be closely monitored and controlled through the APM and the Section Manager of the GIS department of Planning.

CONSULTANT shall evaluate signal timing and coordination parameters with consideration for the following:

- Optimize coordination timing using:
 - Modified Phase Sequence Rotation
 - Overlap or display output phase transfer techniques to reservice phases with capacity problems (Ring – Barrier Logic)
 - Protected/Permissive operations
 - Phasing will be lead/lead only; or,
 - Flashing Yellow Arrow technique may be employed for lead/lag if controlling/owner AGENCY permits its use
 - Harmonic cycling – double, half, third or other harmonic multiple,
 - Other innovative techniques
- CONSULTANT will measure the saturation flow rates at key project intersections during one peak hour where the overall intersection volume-to-capacity ratio is greater than or equal to 0.8 as a calibration for the Synchro model
- Timing parameters which provide adequate splits and corresponding offsets which fully accommodate pedestrians within the split time. CONSULTANT shall take into consideration the pedestrian timing parameters used by the local AGENCY on a case by case basis. Pedestrian Intervals shall be examined and retimed to current adopted standards by each respective

AGENCY. CONSULTANT should note that proposed new pedestrian timing standards have been approved at the Federal level and about to be approved at the State level. AGENCIES must be contacted and provide policy and guidance to the CONSULTANT for calculations regarding these timing intervals.

- Timing parameters which incorporate minimal pedestrian activity to provide the optimum vehicle split and offset timing and accommodate pedestrians using various pedestrian timing adjustment techniques for pedestrian splits during coordination
- Appropriate cycle lengths consistent with the goals of this effort. Additionally, CONSULTANT shall recommend time-of-day start and stop intervals for the various timing plans based on the identified peaks from the 24-hour machine counts, and field observation
- CONSULTANT shall prepare, at minimum, a total of three (3) timing plans for a typical weekday which consider the following peak periods: AM PEAK, MID-DAY PEAK, PM PEAK and one (1) timing plan for a typical Saturday for a MID-DAY PEAK. Timing plans should be in both Synchro format and the preferred timing chart format of each local AGENCY.

CONSULTANT shall develop an operational model within SimTraffic. The operational analysis will be used to micro – simulate and analyze specific roadway segments with queuing, spill back, starvation, storage blocking, and other queuing interactions, and to analyze and mitigate the conditions discovered by CONSULTANT and/or APM and AGENCIES in field reviews.

CONSULTANT shall develop optimized signal timings using the results from Synchro/SimTraffic 8.0, and Tru-Traffic version 10.0 or latest released version and recommend any changes to the signal phasing at each signalized intersection that may improve the efficiency of operations. Output of the modeling software shall not be utilized without proper QA/QC. Engineering judgment shall be utilized to determine final operational parameters. The recommended signal timing plans shall be reviewed by the APM and local AGENCY staff.

Upon approval of the optimized signal timings by the Authority and the cities, the CONSULTANT shall implement, or assist local AGENCIES staff in the implementation of new signal timings either through the central traffic signal system (if available) or direct implementation at the intersection controller units. CONSULTANT shall use existing traffic signal interconnection systems, where they exist, and, as a result of the inter-jurisdictional nature of the project, shall implement time-based signal coordination techniques across signals controlled by different AGENCIES.

As the project will be using time-based signal coordination, the CONSULTANT shall evaluate the current time-referencing of all traffic signal controllers and recommend a corridor-wide strategy (such as WWV or GPS clocks) to ensure that all traffic signal

controllers are on synchronized time clocks. CONSULTANT shall verify that all Central Master or Local Field Master, and/or Local Controller unit clocks are:

- operating properly and are synchronized;
- that all clocks are referencing a common reset time;
- and that all clocks are referencing a common time of day for start of cycle length calculation (i.e. 12:00AM – Midnight)

CONSULTANT shall fine-tune, or assist local AGENCY staff in the fine-tuning of, the new settings and timings. CONSULTANT shall fine-tune timings in the field and record all changes. Fine-tuning shall be conducted during times and days that are representative of the times and days for which coordination plans were developed.

CONSULTANT shall utilize Tru – Traffic Version 10.0 or later software on a laptop with appropriate GPS device and use the floating car method utilized in the PROJECT “Before” Study to fine tune the corridor operation and verify integrity of system intersection clocks. Synchronized Video shall be used to compare actual conditions to anticipated conditions dictated by the Tru-Traffic time space diagram so that any anomalies may be corrected prior to “After” Study tasks.

CONSULTANT shall prepare a memorandum detailing the signal timing optimization and implementation, including detail on the Tru-Traffic CSPI and other MOE’s and Synchro/SimTraffic MOE results. CONSULTANT shall finalize the memorandum based on comments received from the PROJECT AGENCY applicant or sponsor, the other involved AGENCIES, and the APM

Deliverables – Task 5:

1. All optimized and synchronized traffic signal timing plans, including existing corridor conditions and improved corridor conditions.
2. Field implementation of optimized traffic signal plans for existing corridor conditions, including all required fine tuning.
3. Evaluation, recommendation, and installation of a time-referencing system.
4. Electronic Synchro 8.0 data files used in analysis.
5. Electronic SimTraffic data files used in analysis.
6. Electronic Tru-Traffic v 10.0 data files with video used in analysis.
7. Electronic versions of all other data files and memorandums.
8. Memorandum documenting the signal timing optimization and implementation.
9. Deliverables of Task 1 and Task 2 to PARTIES shall be limited to respective political boundaries.

Task 6: ‘After’ Study

The CONSULTANT shall conduct an ‘After’ field study representative of the times and days for which synchronization plans will be developed. The ‘After’ study must be conducted in the same manner and contain the same MOE’s as the ‘Before’ study in order to evaluate the improvements of the synchronization plans. MOE’s should be

compiled for the optimized corridor using the floating car method output in Tru-Traffic and then from Synchro/SimTraffic 8.0. Three (3) to five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and three (3) to five (5) runs will be completed in each direction during the Saturday midday plan.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and the methodologies and software to match the before study, exactly.

CONSULTANT shall prepare a memorandum comparing the results of the 'Before' and 'After' field study with reference to the specific MOE's and present the findings to the Board. CONSULTANT shall also provide at least two public video travel time presentations (Transportation Commission Meeting and City Council Meeting). CONSULTANT shall finalize the memorandum based on comments received from the APM and other involved AGENCIES.

Deliverables – Task 6:

1. Memorandum comparing the results of the 'Before' and 'After' studies, to be distributed to OCTA Board as an item. More detailed analysis of project results to be included in Task 6: project report.
2. Presentation to the Board of the 'Before' and 'After' study comparison.
3. Synchronized Video with graphical travel time presentation to at least 2 public meetings (Transportation Commission Meeting and City Council Meeting or equivalent. Maximum number of meetings shall be equal to 2 per participating AGENCY)
4. Electronic versions of all data files and memorandum.

Task 7: Synchronization System Construction – Agency Specific

General:

CONSULTANT shall coordinate with each AGENCY of the PROJECT to assess special construction requirements, needs and desires, either known and proposed or previously unforeseen or unknown but necessary to complete the project. This may include:

1. GPS time clocks at Central, Field Master, and Local Intersection Controller Assemblies;
2. The replacement and/or modifications to intersection controller assemblies and/or units;
3. New Central Systems or Modifications or upgrades from closed loop system to central system hardware, firmware, and software,
4. Modifications, additions; or repair of missing or damaged signal synchronization infrastructure and other assets to be determined. (See Attachments or Appendices for the matrix for each AGENCY as to what is currently proposed to be constructed.

See Task 3: Field Review, Plans Specifications and Estimates, Design Standards and Requirements for allowed systems and sub systems, sole source, and design requirements for all equipment to be installed.); and

5. Attention is directed to Section 86 – 1.05 WARRANTIES, GUARANTIES, and INSTRUCTION SHEETS of the State Standard Specifications.

CONSULTANT shall provide the following:

- a. 1 YEAR GUARANTEE on LABOR and MATERIAL for all equipment furnished, installed, and/or modified
- b. 3 YEAR GUARANTEE on Firmware and Software Patches, Fixes, Updates, and Upgrades for
 - o Central Systems Control and Communications,
 - o Field Master, and Local intersection controller units

Maintenance Contracts or extra fees for these specific tasks and deliverables shall not be allowed nor charged to any PARTY or AGENCY by either the CONSULTANT, his/her Sub – Consultants, and/or vendors/suppliers, either jointly or severally, of the specified systems and related components for this service or task.

Enforcement of Standard Warranties or Guaranties for hardware and software or firmware specified heretofore shall be the sole responsibility of the AGENCY receiving the equipment.

Deliverables – Task 7:

1. Procure and install any and all equipment as specified but within budget for the PROJECT as proposed in the Scope of Work and Attachments or Appendices.
2. Negotiate with APM and AGENCY representatives on alternative procurements or substitutions as deemed necessary during the course of the PROJECT.
3. AS BUILT Plans and Specifications.
4. All WARRANTIES and GUARANTIES as specified

Task 8: Continuing Signal Timing Support

CONSULTANT will provide “on-call” signal timing support services for a period of two years or 24 months following the implementation and fine – tuning of the final signal timing plans, Task 5, to address any future adjustments that may be needed during this period. Depending on the nature of the adjustment, CONSULTANT may accomplish the fine-tuning adjustments remotely from the Consultant's office through the traffic management systems. During this 24-month period CONSULTANT will be prepared to review any project intersection requested by the PARTIES within (24) hours of written notice, including observing and fine-tuning the signal timing.

CONSULTANT will drive the length of the project arterial during all designated corridor synchronization timing plan hours of operation on a monthly basis in order to verify that

the synchronization timing is working as designed, and complete any necessary adjustments. Monthly driving times will consist of a full 12-hour weekday and a 4-hour Saturday. CONSULTANT shall notify APM 24 hours prior to commencement of driving periods.

Deliverables – Task 8:

1. 24 months of on-call support and revised signal timing plans and memorandum documenting CONSULTANT recommendations and AGENCY actions
2. Electronic versions of all data files and memorandums.

Task 9: Project Report

At the end of the three (3) year contract period, CONSULTANT shall prepare a Final Report with an executive summary. The report shall provide complete documentation of the project, including, but not limited to, project objectives, project locations, project scope, findings, recommendations, implementation schedule, improvements accomplished, report on the Continued Signal Timing Support per Task 8, and procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system, work performed, data collected: 'before' and 'after' studies and project benefits achieved in terms of fuel savings, travel time, and other measurable parameters. The report shall document all planned and programmed improvements on the study corridor as well as recommendations for further infrastructure improvements that would likely improve the corridor signal coordination project results. CONSULTANT shall present the final report and results of the project to the Board and city councils as required. The report shall be completed in accordance with the current CTFP Guidelines.

The report shall include for each intersection the lane configurations; signal phasing, turning movement data, and cycle lengths for existing and proposed timings for all peak periods. In addition, in a separate binder, all the traffic signal phase sequences, signal timing plans, and pedestrian timings shall be documented. Finally, the report shall provide recommendations with cost and benefit estimates for future improvements to traffic signal infrastructure (signal controllers, vehicle detection, communications, etc.), intersection capacity (appropriate signal phasing, lane geometrics, and alleviation of physical bottlenecks that curtail arterial capacity), and traffic management strategies. These proposed improvements are beyond the scope of this demonstration project but should be useful in determining future enhancements to the corridor.

Deliverables – Task 9:

1. Draft and Final PROJECT Signal Synchronization Project Report (one electronic master and 15 hardcopies) and Presentations.

Task 10: Traffic Signal Modeling Software Support

CONSULTANT, in addition to specific needs of AGENCIES as listed in the Attachments to this Scope of Work, shall supply to OCTA or specified AGENCY, any upgrade or new licenses for the following software and manuals:

Agency Name	Product Name	Quantity	Upgrade	New

1. Consultant shall provide a four day training session consisting of four (4) modules. The modules will be on the functions and features of the following programs: Module 1 – Highway Capacity Manual 2010 (HCM 2010) and its relationships to the vendor software supplied on this project and other related items.
 - a. Shall be the first module in the training session.
 - b. Oriented to transportation planning/operations and the interaction of Synchro/Sim Traffic 8.0
 - c. Four (4) hours in length
2. Module 2 -- Synchro/Sim Traffic 8.0
 - a. Module 2.1 – 3D Viewer 8 set up and operation (optional)
3. Module 3 -- Tru Traffic 9.0
4. Module 4 -- Interaction between the programs and usage

The course content and times shall be coordinated with the APM and the Consultant. The classes will be scheduled to take place in the OCTA IS Training Room

The programs shall be taught over a 4 day period. The HCM session or module shall be taught to OCTA personnel and Consultant invited personnel only. The HCM session shall be taught the first 4 hours of the instructional period, followed by Synchro/Sim Traffic and Tru Traffic.

As part of the Tru Traffic Training, the Consultant shall provide a 'hands – on' exposure to floating car studies in real time in a suitably equipped vehicle with laptop/gps on Main Street in front of OCTA Headquarters. The length of the segment shall be from Chapman Avenue to the CHOC Hospital Intersection near the SR – 22 Freeway. OCTA shall provide the Synchro Network and Tru Traffic Network for that use.

The APM shall solely make the determination of the scheduling, content, and who will instruct the training. The Consultant may perform the 'hands – on' exposure to floating car studies requirement after the initial 4 day training session if deemed appropriate by the APM and the AGENCIES.

Consultant shall be responsible for all expenses related to training, including travel, lodging and per diem plus actual training course fees, licenses, and document production required from the program vendor. OCTA shall supply the IS Training Room

and sufficient numbers of laptops and workstations to train up to maximum 22 individuals associated with the Project. Project participants or their respective designees shall have priority of attendance over all other persons. OCTA personnel shall have priority of attendance over all other persons for the HCM training module.

Schedule for this Task 10 Traffic Signal Modeling Software Support shall be determined by the Project Development Team at the Kick-Off b. or first Project Development Team Meeting.

Deliverables:

1. Four module training session as specified.
2. Software with licenses, and manuals as specified

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Lake Forest Drive - Work by Location

Agency	Lake Forest Drive @	Location	Node #	Description of Work This Location
Caltrans	SR-133	1	1632	2070cu, 170E, GPS, see wishlist
Irvine	PA-18	2		
Irvine	Bake Parkway	3	2020	
Laguna Hills	Santa Vittoria Drive/Tesla	4	1415	C, TP es, see wishlist
Laguna Hills	Mill Creek Drive/Scientific Way	5	1591	C, TP es, see wishlist
Laguna Hills	Moulton Parkway	6	7898	C, TP es, power strip, see wishlist
Laguna Hills	Del Lago Drive/Research Drive	7	1579	C, TP es, see wishlist
Caltrans	SB I-5 Off Ramp	8	348	2070cu, 170E, GPS, see wishlist
Caltrans	NB I-5 Off Ramp	9	290	2070cu, see wishlist
Lake Forest	Rockfield Boulevard	10	5848	

cu = controller unit; ca = controller assembly includes cu + all necessary equipment and appurtenances + es; ce = cabinet equipment; es = ethernet switch; FS = Fiber Switch; ee = ethernet extender; gps = gps interface and antennae installed; 2070 = 2070 Com## - 2070 Communication Module, 170E - Field Master; CM = Modem - Communications Module; C = CenTracs; TAC = TACTICS; ASCL = ACS Lite; A = Aries; Existing or New I/C = Interconnect Conduit with media; media - F = Fiber Optic, TP = ## pair Twisted; VD = Video Detection; WD - Wireless Detection; SD - System Detection; VS = Video Surveillance System; W = WiFi; WR = Wireless Radio; BT- Bluetooth; L = Loop Detector; EVP = Emergency veh. pre-empt; T ## = Type II or III Electrical Service; a # following item codes = quantity (i.e. L42 = install 42 loop detectors); * = shared ownership; ** following task code = NOT A PART, agency pays 100% for that task only; m - cu = modify existing controller. New controller may be substituted if functionally equivalent. **CONSULTANT is cautioned to verify interconnect components in field.**

All equipment is furnished and installed and/or modify existing installation with 1 year guaranty on labor and material. Firmware and Software Upgrades for installed specified systems are included in the installed price for a period of 3 years. Excludes new software for new features not originally installed nor specified to be installed and included. Removal of existing equipment and appurtenances is included in the furnish and install or modify existing installation price. PS & E may be available at no cost to the Consultant from Project Agencies.

Comments, Wishes, Needs of Irvine		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
	N/A	

Comments, Wishes, Needs of Laguna Hills		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
*	Santa Vittoria / Tesla	Install Install (Actelis ML688) Twisted Pair Ethernet Switch + Patch Cables. Rewire Detector Inputs.
*	Mill Creek / Scientific	Install ASC/3-2100 "Centracs" Controller with Ethernet port, Data key, FSK Moduler and Appurtenances. Install (Actelis ML688) Twisted Pair Ethernet Switch + Patch Cables. Rewire Detector Inputs.
*	Moulton Pkwy	Install ASC/3-2100 "Centracs" Controller with Ethernet port, data key, Power Strip and Appurtenances. Install (Actelis ML688) Twisted Pair Ethernet Switch + Patch Cables.
*	De Largo / research	Install ASC/3-2100 "Centracs" Controller with Ethernet port, Data key, FSK Moduler and Appurtenances. Install (Actelis ML688) Twisted Pair Ethernet Switch + Patch Cables. Rewire Detector Inputs.
*	Ancillary Work	Integrate Three Signals into Laguna Hills Centracs Server. Test Lake Forest Dr. Twisted Pair Cable.

*part of original application

Comments, Wishes, Needs of Lake Forest		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
	N/A	

Comments, Wishes, Needs of Caltrans		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.		
Priority	Description	Comments
*	Laguna Canyon Road (SR-133)	Install 2070 controller, 170E master controller, GPS clock and appurtenances
*	SB I-5 off ramp	Install 2070 controller, 170E master controller, GPS clock and appurtenances
*	NB I-5 Off ramp	install 2070 contoller and appurtances
*	Ancillary Work	Equipment installation by Caltrans

*part of original application

**COOPERATIVE AGREEMENT NO. C-2-1997
ATTACHMENT B**

Local Match Commitment

Details of Matching Funds: (must be consistent with PROJECT APPLICATION):

Provide details in tables

Cash Match: Total Cash Match for the Project: \$ 15,623.41

In-Kind Match: Total In-Kind Match for the Project: \$ 14,296.09

Total Match for Project: \$ 29,919.50

Cash Match:

Agency	Funding Source	Amount of Cash Contribution
City of Laguna Hills	General Fund	\$ 10,896.08
City of Lake Forest	General Fund	\$ 4,727.33
TOTAL		\$ 15,623.41

In-kind Match (Improvements or Staffing Support):

Specific Improvements and Services (List items and Cost):

Agency	Improvement	Date of Construction	Expenditure
			\$
			\$
			\$
			\$
TOTAL			\$

**COOPERATIVE AGREEMENT NO. C-2-1997
ATTACHMENT B**

Staffing Commitment:

Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total
City of Irvine	Senior Transportation Engineer	Review timing documentation, meeting, conducting, assisting studies. Implement system timing parameters	54.75	\$80.36	\$ 4,400*
City of Laguna Hills	PW Inspector	Project inspection	24	\$95	\$ 2,280*
City of Laguna Hills	Traffic Systems Specialist	Signal Timing Implementation & Operations	66.25	\$115	\$ 7,616.09*
TOTAL					\$ 14,296.09*

*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.

List of Contacts

OCTA

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Principal Traffic Engineer
Project Manager
600 S. Main Street
Orange, CA 92868
Tel: 714.560.5990
rkeith@octa.net

Irvine

Ms. Jacki Scott
Manager of Engineering
1 Civic Center Plaza
Irvine, CA 92606
Tel: 949.724.7325
jscott@cityofirvine.org

Laguna Hills

Mr. Kenneth Rosenfield
City Engineer / Public Works Director
24035 El Toro Road
Laguna Hills, CA 92653
Tel: 949.707.2655
krosenfield@ci.laguna-hills.ca.us

Lake Forest

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Lake Forest, CA 92630
Tel: 949.461.3486
mnankervis@lakeforestca.gov



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: STOP SIGN INSTALLATION ON LINDA FLORA STREET AT EL SEGUNDO STREET

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A SIDE STREET STOP SIGN ON LINDA FLORA STREET AT EL SEGUNDO STREET."

SUMMARY:

City staff received a request from a resident of the community to evaluate the need for a stop sign at the intersection of El Segundo Street and Linda Flora Street. Upon review, it was determined that the sight distance at this intersection is inadequate for vehicles travelling westbound along Linda Flora Street turning southbound onto El Segundo Street. In order to enhance traffic safety, a side street stop control is recommended to be installed on Linda Flora Street at El Segundo Street. The Traffic Commission, at its meeting of November 14, 2012, approved staff's recommendation.

BACKGROUND:

El Segundo Street is a residential roadway traversing in the north-south direction. Linda Flora Street is a residential roadway traversing in the east-west direction. Both roadways provide space for one lane in each direction, with on-street parking allowed in both directions, and meet in a T-intersection. Please see the attached Area Map.

Mr. John Misuraca, a resident of 25901 El Segundo Street, contacted City staff regarding a visibility condition at the T-intersection of El Segundo Street and Linda Flora Street. His concern was that motorists travelling westbound on Linda Flora Street fail to yield to motorists travelling along El Segundo Street, primarily in the northbound direction, creating a potential conflict. He also opined that due to lack of a stop control on Linda Flora Street at

El Segundo Street, motorists travelling along westbound Linda Flora Street enter the T-intersection unsafely.

Upon receiving the request for a traffic safety evaluation, staff contracted the services of Hartzog and Crabill, Inc. (HCI) to perform a Multi-Way Stop Warrant Analysis. Based on the guidelines of the California Manual on Uniform Traffic Control Devices (MUTCD), HCI reviewed the accident history, traffic volumes, and visibility at the intersection. There was neither traffic collision history during the past three-year period nor traffic volumes sufficient to trigger the standards for a multi-way stop sign at the T-intersection. However, the sight-distance review revealed inadequate stopping sight distance for northbound vehicles travelling along El Segundo Street approaching Linda Flora Street. Due to the proximity of Aliso Hills Drive with Linda Flora Street (115'), the minimum stopping sight distance of 200' (based on a design speed of 30 MPH) is not met. Please see attached report for details.

Therefore, in order to enhance safety at this T-intersection, a side street stop control, as is authorized by the California Vehicle Code, is recommended to be installed at the westbound approach of Linda Flora Street at El Segundo Street. Please see the attached Vicinity Map. The Traffic Commission, at the meeting of November 14, 2012, recommended the City Council implement the stop sign control.

FISCAL IMPACT:

The installation of a side-street stop sign control on Linda Flora Street at El Segundo Street with appropriate pavement legend has an estimated cost of \$500. Funds are available for this work in the Fiscal Year 2012-2013 Public Works Maintenance Budget.

ATTACHMENTS:

- Resolution
- Vicinity Map
- Hartzog & Crabill Report dated October 31, 2012

RESOLUTION NO. 2012-11-27-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, ESTABLISHING A SIDE
STREET STOP SIGN ON LINDA FLORA STREET AT
EL SEGUNDO STREET

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

WHEREAS, the intersection of El Segundo Street at Linda Flora Street is a "T" intersection of two residential streets; and

WHEREAS, El Segundo Street is the through street at its intersection with Linda Flora Street; and

WHEREAS, a Traffic Engineering analysis of the intersection determined there was not standard site distance for northbound El Segundo Street traffic at the intersection with Linda Flora Street; and

WHEREAS, the Traffic Commission, at the meeting of November 14, 2012, recommended the establishment of a side street stop sign on Linda Flora Street at El Segundo Street; and

WHEREAS, California Vehicle Code Section 21354 authorizes the City to designate any highway under its exclusive jurisdiction as a through highway and erect stop signs at one or more entrances thereto.

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

SECTION 1. El Segundo Street is the through street at its intersection with Linda Flora Street.

SECTION 2. There is hereby established a stop sign control on Linda Flora Street at El Segundo Street as authorized in Section 21354 of the California Vehicle Code.

SECTION 3. The City Engineer is directed to have installed said stop sign and necessary pavement legends on Linda Flora Street at El Segundo Street.

PASSED, APPROVED, AND ADOPTED this 27th day of November 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2012-11-27-__ adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 27th day of November 2012, by the following
vote:

AYES:

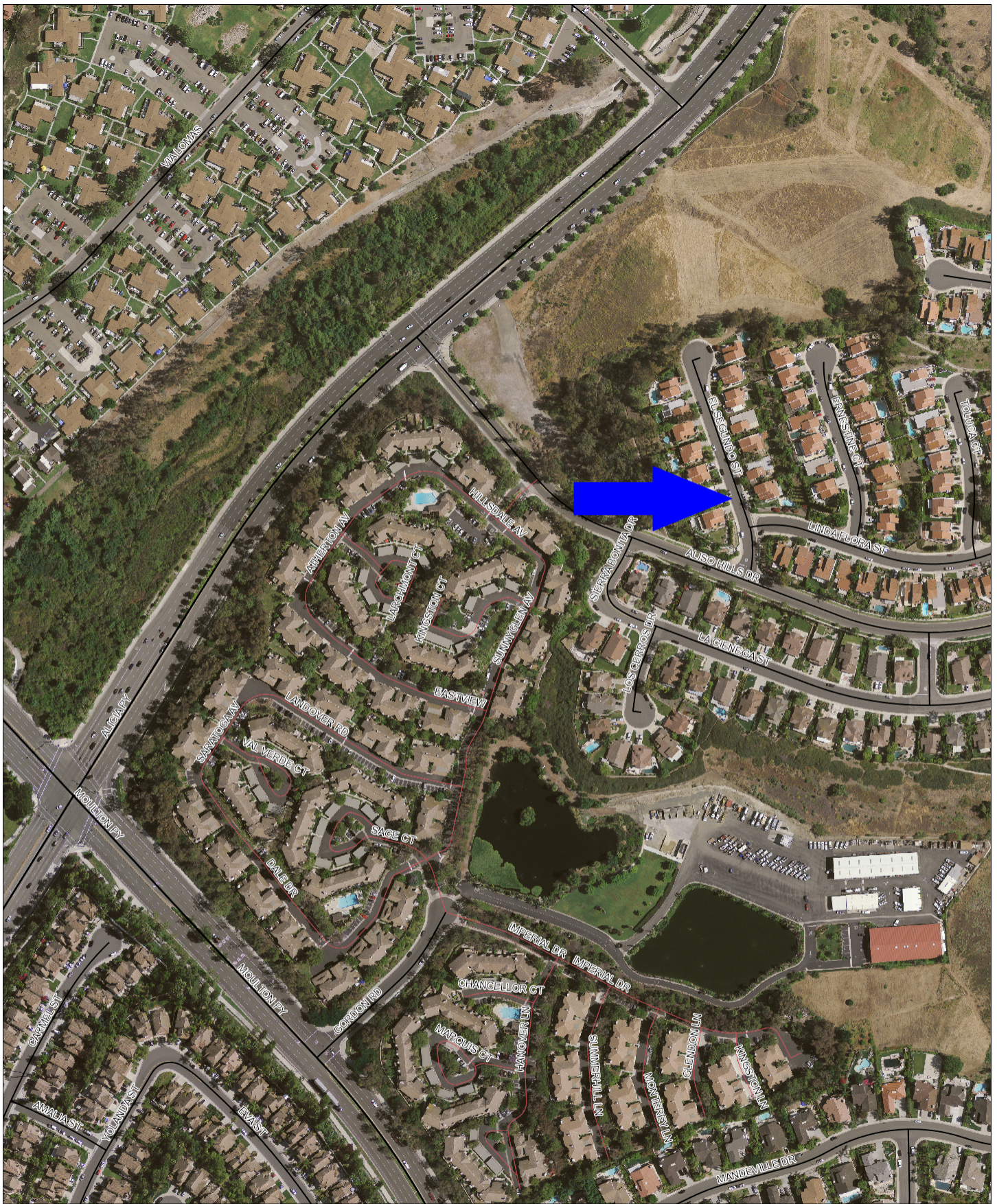
NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK



 NORTH
45m
100ft
Date: 11/20/12





 NORTH
10m
40ft
Date: 11/07/12

Vicinity Map



11/27/2012 ITEM NO. 4.5



Trammell Hartzog, President
Jerry Crabill, P.E. (Retired)
Gerald J. Stock, P.E., Executive
Vice-President

17772 E. 17th Street
Suite 101
Tustin, CA 92780

Phone: (714) 731-9455
FAX: (714) 731-9498

www.hartzog-crabill.com

October 31, 2012

Mr. Kenneth H. Rosenfield, P.E.
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

**Subject: Results of a Multiway Stop Installation Analysis at the
Intersection of El Segundo Street and Linda Flora Street**

Dear Mr. Rosenfield:

Hartzog & Crabill, Inc. (HCI) has completed a Multi-Way Stop Warrant Analysis at the intersection of El Segundo Street and Linda Flora Street. This analysis was completed in response to the City of Laguna Hills request to verify if a multi-way stop sign installation is warranted and recommended based on meeting standard guidelines. The California Manual of Uniform Traffic Control Devices (*California MUTCD*) was used for defining the requirements for a multi-way stop application.

Based on the findings of the attached study, our recommendation to the City of Laguna Hills is to install a one-way stop at this intersection.

It has been our pleasure preparing this analysis for the City of Laguna Hills. If you have any questions or need additional information, please feel free to call me at (714) 731-9455.

Very truly yours,
HARTZOG & CRABILL, INC.

A blue ink signature of Gerald J. Stock, written in a cursive style, is positioned above the printed name and title.

Gerald J. Stock, P.E.
Vice President
City & Traffic Engineering Services

Attach: Multi-Way Stop Analysis Report
Community Petition via e-mail

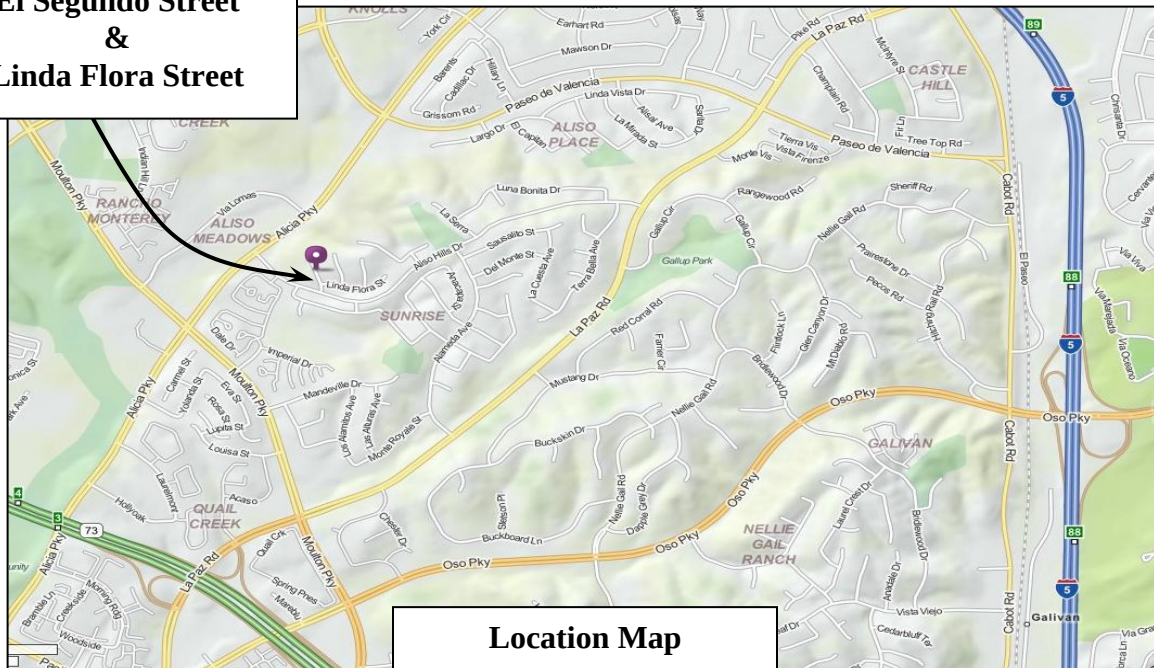
MULTIWAY STOP CONTROL WARRANTS ANALYSIS EL SEGUNDO STREET AT LINDA FLORA STREET IN THE CITY OF LAGUNA HILLS, CA

INTRODUCTION

The City of Laguna Hills requested Hartzog & Crabill, Inc. (HCI) to complete a Multi-Way Stop Warrants Analysis at the intersection of El Segundo Street at Linda Flora Street. This analysis was completed in order to verify if a three-way or one-way stop sign installation is warranted and recommended based on meeting standard guidelines.

The location is a T-intersection with El Segundo Street running in the north-south direction and Linda Flora Street running in the east-west directions, east of El Segundo Street. The intersection is located east of Alicia Parkway and south of Paseo de Valencia (see *Location Map below*). The intersection is entirely within the City of Laguna Hills' jurisdiction. At the present time there is no stop sign controlling any of the approaches of the intersection.

**Intersection of
El Segundo Street
&
Linda Flora Street**



**Location Map
City of Laguna Hills
Orange County**

BACKGROUND

El Segundo Street is a north-south collector roadway with primarily residential frontage on both sides of the road. At the intersection with Linda Flora Street, the roadway is 36 feet wide north of Linda Flora Street and 40 feet wide south of Linda Flora Street. The roadway provides space for at least one lane of traffic in each direction, and is fully-improved with concrete curb, gutter, and sidewalk on both sides. El Segundo Street has no posted speed limit signs. On-street parking is allowed on both sides of El Segundo Street.

See Exhibit 1 (next page) for photo images of El Segundo Street.

Linda Flora Street is a 40 foot wide east-west local roadway with residential frontage on both sides. The bi-directional roadway provides for one lane of traffic in each direction, and is fully-improved with concrete curb, gutter, and sidewalk on both sides. Linda Flora Street has no posted speed limit signs. On-street parking is allowed on both sides of Linda Flora Street.

See Exhibit 2 (following page) for a photo image of Linda Flora Street.

EXHIBIT 1



Residential

EL SEGUNDO STREET (LOOKING NORTHBOUND) @ LINDA FLORA STREET



Residential

EL SEGUNDO STREET (LOOKING SOUTHBOUND) @ LINDA FLORA STREET

EXHIBIT 2



WARRANT GUIDELINES

As is common practice with many municipal agencies, the City of Laguna Hills follows State guidelines for determining if traffic control devices, such as multi-way stop signs, should be installed. Therefore, the prevailing source used for this analysis is the State of California Manual of Uniform Traffic Control Devices (*California MUTCD, 2012 Edition*). The California MUTCD contains minimum guidelines regarding traffic volumes, collisions, speeds, visibility, and other criteria in order to satisfy the requirements, in this case, for the recommendation and installation of a multi-way stop.

The California MUTCD Multi-Way Stop Applications Guidance criteria are described in the following four main parts:

- 1) As an interim measure where traffic control signals are justified;
- 2) Reported crashes – five or more in a 12-month period that are susceptible to correction;
- 3) Traffic and pedestrian volumes, speeds, and delay; and,
- 4) Where a combination of the above criteria are satisfied to 80 percent.

If any one, or a combination, of these criteria is met, then a multi-way stop application should be considered. If these criteria are not met, the installation of an unwarranted stop sign installation is typically not recommended as it may place the City in a position of potential liability.

The California MUTCD STOP Sign and Multi-Way Stop Applications guidelines are included in Appendix A.

MULTI-WAY STOP ANALYSIS

The California MUTCD Multi-Way Stop Applications section contains guidelines, such as minimum collisions and traffic volumes necessary for the justification of a multi-way stop control. The general guidelines given for a stop sign application begin with using engineering judgment for the installation of a stop sign(s) on a street entering a through highway and where high speeds on the cross street make entry difficult, or due to restricted view, or when crash records indicate a need for control by a stop sign. Further guidance criteria found in the California MUTCD include the following important statements: *“STOP signs should not be used for speed control... STOP signs should be installed in a manner that minimizes the numbers of vehicles having to stop... In most cases, the street carrying the lowest volume of traffic should be stopped... A STOP sign should not be installed on the major street unless justified by a traffic engineering study... Multi-Way stop control is used where the volume of traffic on the intersecting roads is approximately equal.”*

Collision History

The guidelines for Multi-Way Stop Applications contained in the California MUTCD regarding collisions, or crashes, require a minimum of five (5) reported crashes occurring in a 12-month period that are susceptible to correction by a multi-way stop installation in order to satisfy the collision warrant. Such crashes include right- and left-turn collisions, as well as right-angle collisions (i.e., broadside). The available collision history for the subject intersection was gathered from the City of Laguna Hills to determine whether there were collisions susceptible to correction by the installation of a multi-way stop. Table 1 (*next page*) provides the most recent summary of collision history occurring at or near this intersection.

Collision History (continued)

**TABLE 1
COLLISION SUMMARY**

Intersection	2008-2009		2009-2010		2010-2011	
	Date	Type of Coll. / Correctible?	Date	Type of Coll. / Correctible?	Date	Type of Coll. / Correctible?
El Segundo Street at Linda Flora Street		None Reported		None Reported		None Reported

Notes: Information above is derived per a 3-year intersection traffic collision history report provided by the City of Laguna Hills.

- 1) Type of Coll. = Type of Collision (*i.e., broadside, rear-end, etc.*)
- 2) Correctible? = Yes / No.

As shown, there have been no collisions reported at or near the intersection during the past three (3) years. Since this warrant requires a minimum of (5) correctible reported crashes to occur within a 12-month period, the collision warrant is not satisfied.

Traffic Volumes

HCI collected 24-hour intersection approach vehicular counts to determine traffic volumes that use this intersection on a typical day (Tuesday, September 18, 2012). The Average Daily Traffic (ADT) count for El Segundo Street is 285 vehicles per day with the highest AM peak-hour volume of 37 vehicles and the highest PM peak-hour volume of 24 vehicles. The ADT count for the east leg of Linda Flora Street is 192 vehicles per day with the highest AM peak-hour volume of 10 vehicles and the highest PM peak-hour volume of 23 vehicles. Table 2 below provides a breakdown of these approach volumes.

All traffic volume data collected for this intersection is included in Appendix B.

Traffic Volumes (continued)

**TABLE 2
HIGHEST 24-HOUR INTERSECTION APPROACH VEHICLE COUNTS**

Street	Direction	ADT Volume	Directional Split	Highest Hourly Volume
El Segundo Street	Northbound	253	88.8%	37 (8:00–9:00AM)
	Southbound	32	11.2%	8 (5:00–6:00PM)
Linda Flora Street	Westbound	192	100%	23 (3:00–4:00PM)

El Segundo Street is considered the ‘through’ or ‘major’ street, due to the intersection geometry and westbound traffic volumes on Linda Flora Street. It is typical that the traffic volumes on the minor street are considerably less than those on the major street at a T-intersection. As can be seen from the table above, this is the case, as El Segundo Street carries approximately (59.7%) of the entire traffic entering the intersection.

A part of the California MUTCD guideline criteria also calls for a reduction in the required minimum volumes when the critical approach speed (*or 85th-percentile speed*) on the major street exceeds 40 MPH. If this is the case, the minimum vehicular volumes to be met for a multi-way stop installation are reduced to 70%.

Although there are no posted speed limit signs, it is determined that the speed limit should not exceed 30 MPH due to the roadway classification. Consequently, 25 MPH and 30 MPH speeds were used for this analysis. Therefore, the 70% minimum volumes for stop sign analysis are not applicable.

It is important to note that the hourly vehicle traffic counts shown in Table 2 above are given for the highest hour of traffic for each direction, and serve as a good indicator to compare with the required traffic volumes in the California MUTCD multi-way stop

Traffic Volumes (continued)

warrant. However, the average hourly minimum volumes standard for a multi-way stop application [*300 vehicles per from both approaches on the major street*) are to be satisfied for **each** of eight (8) hours of an average day. Table 3 below shows the California MUTCD minimum volume guidelines for a Multi-Way Stop Application in comparison with the highest 8-hour traffic count data. **Both** Parts 1 and 2 of the minimum volume warrants below must be satisfied in order to fulfill either of these traffic volume warrants.

TABLE 3
MULTI-WAY STOP SIGN WARRANT FOR MINIMUM TRAFFIC VOLUMES
EL SEGUNDO STREET AT LINDA FLORA STREET

Part 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any (8) hours of an average day, Results: No, average (23) vehicles per hour Meets 8% of required average major street hourly traffic volumes	<i>and</i>	Part 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same (8) hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, Results: No, average (13) vehicles per hour Meets 6.5% of required minor street hourly traffic volumes	<i>but</i>	Part 3. If the 85th -percentile approach speed of the major-street traffic exceeds 65 km/h, or exceeds 40 mph, the minimum vehicular volume warrants are (70) percent of the above values. Results: No < 40 MPH
---	-------------------	---	-------------------	---

As shown above, the average hourly intersection approach volumes did not satisfy both Part 1 and 2 required volumes (8% *major street* / 6.5% *minor street*). Consequently, the traffic volume warrant is not considered satisfied at this time.

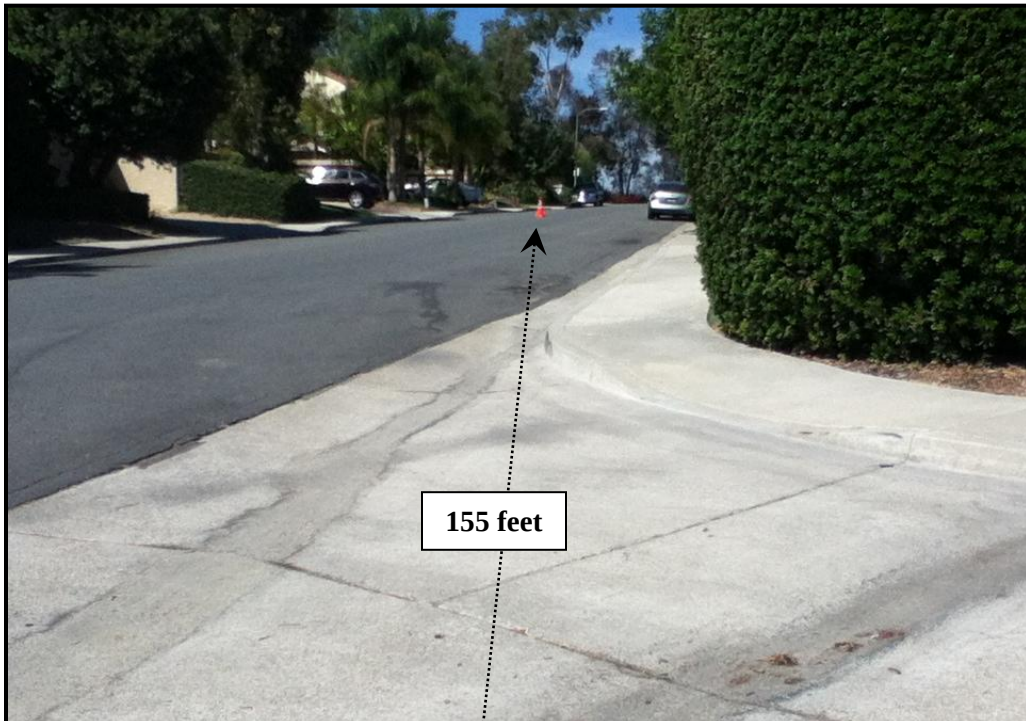
Visibility

A driver's visibility, or sight distance, was measured from a typical stopped-vehicle location on Linda Flora Street. The measured distances were applied to the stopping sight distance guidelines, based on the latest edition of A Policy on Geometric Design of Highways and Streets (American Association of State Highway and Transportation Officials (AASHTO) 2004). In this Policy, a speed of approximately 25 MPH and 30 MPH recommends a minimum Stopping Sight Distance of 155 feet and 200 feet, respectively.

These stopping sight distances were field-measured from a typical 'stopped' vehicle location towards the near-side and far-side lanes of on-coming traffic. An orange cone was set on the lane line at these minimum distances from the side-street vehicle position. A photograph was then taken from a stopped vehicle just passed the limit line. Looking north from the stopped vehicle there was a clear line of sight to the cone and the minimum required stopping sight distances for both 25 MPH and 30 MPH speeds were met. South of Linda Flora Street, El Segundo Street ends at Aliso Hills Drive and its length is only 115 feet; therefore the cone was placed at the right edge of travel way of Aliso Hills Drive at its intersection with El Segundo Street. So, looking south towards the cone placed at the intersection of Aliso Hills Drive and El Segundo Street the line of sight was clear, but since vehicles enter El Segundo Street at the intersecting point the minimum required stopping sight distance is not met.

(See sight distance photos in Exhibit 3 on the following page).

EXHIBIT 3



LINDA FLORA STREET (LOOKING NORTH) @ EL SEGUNDO STREET



LINDA FLORA STREET (LOOKING NORTH) @ EL SEGUNDO STREET



MULTI-WAY STOP ANALYSIS SUMMARY

The analysis of the four (4) main criteria provided in the California MUTCD regarding Multi-Way Stop Applications showed that this intersection did not meet the minimum guidelines to justify stopping the major roadway (El Segundo Street) nor the minor roadway (Linda Flora Street). The four main criteria analyzed were: 1) As an interim measure where traffic control signals are justified; 2) Reported collisions – a correctible crash problem; 3) Traffic and pedestrian volumes, speeds, and delay; and 4) Where a combination of the above criteria are satisfied to 80 percent.

In summary, the collision history at the intersection resulted in zero (0) collisions during the last three (3) years, where the minimum guideline calls for at least five (5) correctible collisions in a 12-month period. The minimum hourly traffic volume guidelines that are to be satisfied for any eight (8) hours in an average day for a multi-way stop were also not satisfied. Excessive delay to the minor roadway was not observed as this is a three-way intersection and westbound traffic was not delayed significantly when waiting for a gap on the major roadway. Therefore, since intersection collision history and traffic volumes do not satisfy the minimum volumes, it can also be derived that a traffic signal is not justified at this intersection. The 80% combined criteria were also not met as both the collision history and the minimum traffic volumes guidelines were not satisfied to this percentage.

CONCLUSION / RECOMMENDATION

In overall consideration of the current non-stop sign condition at the intersection of El Segundo Street and Linda Flora Street, there is not enough adequate stopping sight distance for the northbound vehicles on El Segundo Street to react to the westbound vehicles entering the intersection from Linda Flora Street. Therefore HCI recommends the installation of a one-way stop control on the Linda Flora Street approach.

APPENDIX A

**MULTIWAY STOP APPLICATIONS
GUIDELINES:**

CALIFORNIA MUTCD

Section 2B.06 STOP Sign Applications

Guidance:

01 At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).

02 The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

Support:

03 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Section 2B.07 Multi-Way Stop Applications

Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

03 The decision to install multi-way stop control should be based on an engineering study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. Minimum volumes:*
 - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

05 Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;*
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and*
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

APPENDIX B

AVERAGE DAILY TRAFFIC (ADT)
INTERSECTION COUNT DATA
FOR
EL SEGUNDO STREET AT LINDA FLORA STREET

VOLUME

El Segundo St & Linda Flora St

Day: Tuesday
Date: 9/18/2012

City: Laguna Hills
Project #: CA12_1192_001

DAILY TOTALS					NB	SB	EBWB					Total
					253	32						0
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL	
00:00	0	0		0	0	12:00	3	1		2	6	
00:15	0	0		0	0	12:15	4	1		2	7	
00:30	0	0		0	0	12:30	3	0		5	8	
00:45	0	0		0	0	12:45	1	11	0	2	4	25
01:00	0	0		1	1	13:00	0	0		1	1	
01:15	0	0		0	0	13:15	4	0		1	5	
01:30	0	0		0	0	13:30	1	1		2	4	
01:45	0	0		0	0	13:45	3	8	0	1	3	13
02:00	0	0		0	0	14:00	3	1		1	5	
02:15	0	0		0	0	14:15	2	3		4	9	
02:30	0	0		0	0	14:30	8	0		5	13	
02:45	0	0		0	0	14:45	6	19	1	5	10	37
03:00	0	0		0	0	15:00	1	1		3	5	
03:15	0	0		0	0	15:15	2	0		10	12	
03:30	0	0		0	0	15:30	6	0		6	12	
03:45	0	0		0	0	15:45	2	11	1	2	7	36
04:00	0	0		0	0	16:00	2	1		2	5	
04:15	1	0		0	1	16:15	1	1		3	5	
04:30	1	0		0	1	16:30	4	0		5	9	
04:45	1	3	0	0	1	16:45	7	14	0	2	11	30
05:00	0	0		0	0	17:00	6	1		6	13	
05:15	1	0		0	1	17:15	3	0		4	7	
05:30	2	0		0	2	17:30	2	5		4	11	
05:45	1	4	0	2	3	17:45	3	14	2	8	6	37
06:00	0	0		0	0	18:00	3	1		4	8	
06:15	0	0		0	0	18:15	6	0		6	12	
06:30	4	0		0	4	18:30	5	0		4	9	
06:45	10	14	0	3	13	18:45	6	20	2	3	17	46
07:00	3	0		1	4	19:00	6	2		3	11	
07:15	3	0		0	3	19:15	1	1		6	8	
07:30	10	0		1	11	19:30	1	0		2	3	
07:45	10	26	0	3	13	19:45	5	13	0	3	8	30
08:00	6	0		3	9	20:00	4	0		6	10	
08:15	13	0		2	15	20:15	1	1		2	4	
08:30	9	0		1	10	20:30	1	0		2	3	
08:45	9	37	0	2	11	20:45	1	7	1	2	5	22
09:00	6	0		3	9	21:00	0	0		3	3	
09:15	2	0		2	4	21:15	2	0		2	4	
09:30	4	0		1	5	21:30	1	1		2	4	
09:45	7	19	0	4	11	21:45	1	4	0	1	1	12
10:00	2	0		1	3	22:00	0	0		1	1	
10:15	5	0		2	7	22:15	2	0		1	3	
10:30	2	1		3	6	22:30	0	1		2	3	
10:45	4	13	0	1	5	22:45	0	2	0	1	2	9
11:00	4	0		1	5	23:00	0	0		1	1	
11:15	3	1		3	7	23:15	0	0		0	0	
11:30	2	0		2	4	23:30	0	0		1	1	
11:45	4	13	0	1	8	23:45	1	1	0	0	1	3
TOTALS	129	2		46	177	TOTALS	124	30		146	300	
SPLIT %	72.9%	1.1%		26.0%	37.1%	SPLIT %	41.3%	10.0%		48.7%	62.9%	

DAILY TOTALS					NB	SB					EB	WB	Total
					253	32					0	192	477
AM Peak Hour	07:30	10:30		11:45	07:30	PM Peak Hour	18:15	17:00		15:00	18:15		
AM Pk Volume	39	2		13	48	PM Pk Volume	23	8		23	49		
Pk Hr Factor	0.750	0.500		0.650	0.800	Pk Hr Factor	0.958	0.400		0.575	0.721		
7 - 9 Volume	63	0	0	13	76	4 - 6 Volume	28	10	0	29	67		
7 - 9 Peak Hour	07:30			07:30	07:30	4 - 6 Peak Hour	16:30	17:00		16:30	16:45		
7 - 9 Pk Volume	39	0	0	9	48	4 - 6 Pk Volume	20	8	0	19	42		
Pk Hr Factor	0.750	0.000	0.000	0.750	0.800	Pk Hr Factor	0.714	0.400	0.000	0.792	0.808		

From: John Misuraca [<mailto:john@misuracacpa.com>]
Sent: Sunday, August 26, 2012 9:52 PM
To: Ken Rosenfield
Subject: Recommendation - El Segundo & Linda Flora Streets

August 26, 2012

Traffic Commission
City Of Laguna Hills,
City Hall
24035 El Toro Road
Laguna Hills, CA 92653

Honorable Members of the Commission:

I have lived next to the cul-de-sac of El Segundo Street for just over 20 years. My dealings in the past with city related business has been very limited, so the fact I am writing this letter is a very big deal – at least to me.

A few months ago, I was very pleased to see an improvement made to our street which involved adding a double yellow line and speed bumps to discourage people from cutting the left turn from southbound Aliso Hills Drive onto El Segundo and inevitably coming right into the path of cars going down El Segundo preparing to turn left or right. This was a very common problem and close calls did nothing to discourage people from continuing the practice. It was my understanding that an accident took place at that intersection which led to the improvement. Either way, it has almost totally eliminated the problem we had there.

However, there is another ongoing problem I am regularly encountering that I feel and have always felt is much more dangerous.

Each and every time I enter or exit El Segundo I clinch up when I pass Linda Flora (a t-intersection). Despite the fact that there are about 16 residences on our street, the majority (over 50%) of the cars entering El Segundo from Linda Flora speed through the turn with no decrease in speed what so ever and then quickly stop in the intersection if they see you coming down El Segundo. This always leads me to clinch up and hope they will stop in time.

If I am entering El Segundo St. from Aliso Hills it's even worse. Some of the people coming off Linda Flora "just assume" I will be turning right onto Linda Flora and speed through their left turn. About every three months, I am close enough to the T-intersection that since these drivers play "Russian Roulette" with the turn, I, they or both end up violently hitting my/their/our brakes to avoid a sure collision. Please keep in mind, I am going the speed limit or slower just because I hate going past that intersection so it not caused by my own actions. As fast as many of them are going, if a collision ever does occur, it will be quite violent.

Today I had the incident that put me over the top. Proceeding up El Segundo and just a few feet from Linda Flora a van blew through the turn and I came literally within two feet of hitting the side of it. In the back seat on my side was a very young girl who would have been rammed had I not already been wary of the possibility and hit my brakes in time. The driver waved and just kept going.

I am one of the last people who wants cities to add more stops signs and other infringements to driving, but a stop sign NEEDS to be placed on Linda Flora at El Segundo. With the numerous close calls I've had you only need to multiply it by 16 (the number of residences on my street) to see that there must be a very near collision there every week.

I would be very happy to discuss this with you at your convenience or if you need more information please feel free to contact me. I'm here to help. Thank you for your attention to this matter.

Best regards,

John Misuraca
25901 El Segundo St.
Laguna Hills, CA 92653
Phone: (949) 643-2255



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: PROGRESS PAYMENT NO. 7, FINAL, FOR AVENIDA DE LA CARLOTA
WIDENING PROJECT, CIP NO. 164

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 7, FINAL, IN THE NET AMOUNT OF \$61,610.97, TO HILLCREST
CONTRACTING, INC., FOR THE AVENIDA DE LA CARLOTA WIDENING PROJECT,
CIP NO. 164, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND
SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN
FILED.

SUMMARY:

Work on the Avenida de la Carlota Widening Project, CIP No. 164, began on October 17, 2011, and was performed by Hillcrest Contracting, Inc. The work is now substantially complete. The contractor has submitted the seventh and final progress payment request for approval. It is recommended the progress payment be approved and the Notice of Completion be filed.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A ten-percent (10%) retention is withheld from each payment to assure final performance of the work. The contractor for the project, Hillcrest Contracting, Inc., has submitted the seventh and final progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
23	Traffic Signal Mod/PDV	.02	LS	\$ 88,200.00	\$ 1,764.00
24	Traffic Signal Mod	.02	LS	\$222,600.00	\$ 4,452.00
C01-07	Traffic Control	2	DY	\$ 3,670.00	\$ 7,340.00
C01-08	PCMS	2	DY	\$ 1,370.00	\$ 2,740.00
C01-09	R&R 4" AC	9,380	SF	\$ 4.30	\$40,334.00
C01-10	Replace Striping	1	LS	\$ 924.00	\$ 924.00
C01-11	R&R 4" AC #2,#3 Lane	1,370	SF	\$ 4.30	\$ 5,891.00
C01-12	Replace Striping #2,#3 Lane	1	LS	\$ 687.50	\$ 687.50
C01-13	Var. Traffic Control	.50	LS	\$ 4,866.50	\$ 2,433.25
C02-07	Misc. Extra Work	1	LS	\$ 1,890.88	\$ 1,890.88
Total To Date				\$861,203.57	
Less Prior Billing				<u>\$792,746.94</u>	
Total This Period				\$ 68,456.63	\$ 68,456.63
Less 10% Retention					<u>\$(6,845.66)</u>
					\$ 61,610.97

It is now appropriate to file the Notice of Completion for the project.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Avenida de la Carlota Widening Project, CIP No. 164.

ATTACHMENTS:

- Notice of Completion

Recording Requested by and
When Recorded Mail to:

Peggy J. Johns, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on November 27, 2012.

Description of Improvements

Avenida de la Carlota Widening Project, CIP No. 164: clearing and grubbing, unclassified excavation, curb and gutter, access ramps, sidewalk, driveway, asphalt concrete removal and replacement, asphalt concrete/aggregate base, cold planning, crack sealing, fabric and AC overlay, traffic signal modifications, striping, and signing.

General Location

Avenida de la Carlota between Paseo de Valencia and El Toro Road and the I-5 southbound El Toro Road off-ramp.

Owner of Property Address

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

Contractor

Hillcrest Contracting Inc.
Mr. Dave Burger
1467 Circle City Drive
Corona, CA 92879

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

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

Dated: November 27, 2012

Kenneth H. Rosenfield, P.E., Director of Public Works/City Engineer
City of Laguna Hills



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

**ISSUE: PRESENTATION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT
(CAFR) FOR FISCAL YEAR 2011/12**

**RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE
COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FY 2011/12, TOGETHER
WITH THE AUDIT LETTERS.**

SUMMARY:

Staff is presenting to the City Council, the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2012. For the past eighteen years, the City has operated with an Audit Committee to oversee the audit process and review the findings with the Auditor. The certified public accounting firm of Moss, Levy and Hartzheim, LLP, (Auditor) who was engaged by the City to perform the audit of the City's financial statements and internal control over financial reporting and compliance, rendered an unqualified opinion on the City's FY 2011/12 financial statements. For the audit of fiscal year (FY) 2011/12, the Auditor did not report any deficiencies in internal control over financial reporting that would be considered a material weakness.

BACKGROUND:

I. Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2012

Included in your agenda packet, under separate cover, is the City's CAFR for the fiscal year ended June 30, 2012. The primary purpose of the CAFR is to provide the public and other interested parties with comprehensive disclosure concerning the City's financial position and activities. The general objectives of the CAFR include, but are not limited to: 1) fulfill the City's duty to be publicly accountable and enable users to assess that accountability, 2) assist users in evaluating the operating results of the City for the year ended June 30, 2012, and 3) enable the users to assess the level of services that are provided by the City and the City's ability to meet obligations as they become due.

Staff is confident that the CAFR satisfies these objectives. The “Independent Auditor’s Report” affords the City Council and other users reasonable assurance that the City’s basic financial statements are “free from material misstatement,” and that they “present fairly, in all material respects, the financial position of the City of Laguna Hills as of June 30, 2012.” The Auditor’s report is part of the CAFR, and can be found on page II-1 in the Financial Section.

The CAFR contains three sections, namely: Introductory, Financial, and Statistical.

Introductory Section

This section is intended to familiarize the reader with the organizational structure of the City, the nature and scope of City services, the City’s financial activities, and the factors that influence these activities. A discussion of the financial information presented in the Financial Section is contained in this section, as well as other information useful in assessing the City’s economic condition. The Introductory Section is subjective in nature, and is excluded from the scope of the independent auditor’s examination.

Financial Section

This section, which is the focal point of the CAFR, is comprised of the independent auditors’ report, management’s discussion and analysis, and the year-end financial statements, which are categorized as: a) government-wide financial statements, b) fund financial statements, c) notes to the basic financial statements, d) required supplementary information, and e) supplementary schedules.

The Management’s Discussion and Analysis (MD&A) offers the readers of the City’s financial statements a narrative overview of the financial activities of the City. It provides an analysis of the overall financial position of the City and the results of its operations for FY 2011/12.

The accompanying Notes to Financial Statements provide comprehensive information concerning the significant accounting policies and budgetary procedures implemented by the City. Relevant and material information regarding the data presented in the government-wide and fund financial statements are disclosed in the Notes in compliance with prescribed accounting and reporting standards.

Budgetary comparison for the General Fund is provided in the Required Supplementary Information section.

The Supplementary Schedules provide: combining statements for each of the non-major governmental funds; budgetary comparison for the non-major individual governmental funds, capital projects fund, debt service fund and grants and contributions special revenue fund; and, a statement of changes in assets and liabilities for the agency fund. A

brief narrative description of each of the non-major governmental funds is also provided in this section.

Statistical Section

The presentation format of this section complies with the promulgated requirements of the Government Accounting Standards Board (GASB) Regulation No. 44. It contains significant data about the economic and demographic picture of the City. The information in the statistical section is un-audited and the Auditor's report notes that it does not express an opinion as to the accuracy of the data presented.

II. Audit Letters by Moss, Levy and Hartzheim, L.L.P.

The letters prepared by the auditors are standard letters issued upon completion of an annual audit. Following is a brief description of the letters.

Independent Auditor Report regarding Appropriations Limit Calculation

It is required by State Law that local jurisdictions adopt an Appropriations Limit on an annual basis establishing the maximum amount of tax money the City can spend during the fiscal year. The law also established the method by which a City must calculate its limit.

The City calculated the Limit using Article XIIIB Appropriations Limitation Uniform Guidelines prepared by the League of California Cities. The City's auditors have reviewed the calculation of the Appropriations Limit for FY 2012/13. As stated in the attached letter, the calculation was prepared in accordance with Article XIIIB of the California Constitution.

Independent Auditor's Report on the Internal Control

This second letter states that in planning and performing the audit for the purpose of expressing an opinion on the City's financial statements, the auditors reviewed the internal control structure of the City as a basis for designing the audit procedures. There were no deficiencies in internal control over financial reporting that the Auditor considered to be material weaknesses.

Independent Auditor's Communication Letter

This third letter provides information about the auditor's responsibility under generally accepted auditing standards, as well as certain information related to the planned scope and timing of the audit. This communication complies with the requirements of the Statement of Auditing Standards and included the following information and findings:

- The qualitative aspects of accounting practices.
- There were no significant findings or material misstatements resulting from the audit.
- There were no disagreements or difficulties dealing with management on financial accounting and reporting matters that occurred during the audit process of the City's 2011/12 financial statements.

For the past nineteen years the City has received awards for excellence in financial reporting from the Government Finance Officers Association of USA and Canada (GFOA.) The GFOA award program was established in 1945 to encourage government units to produce and publish excellent CAFR's and to provide educational assistance and peer recognition. The award certificates are recognized as the highest distinction in government financial reporting. The Certificate of Achievement for Excellence in Financial Reporting for the preceding fiscal year 2010/11 can be found immediately following the Table of Contents of the attached CAFR for fiscal year ended June 30, 2012. Staff is confident that this CAFR will be recognized again for its excellence in financial reporting.

ATTACHMENTS:

- Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2012 (under separate cover)
- Audit letters by Moss, Levy and Hartzheim, L.L.P.



MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS

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November 16, 2012

City Council
City of Laguna Hills
Laguna Hills, California

We have audited the financial statements of the City of Laguna Hills (City) for the fiscal year ended June 30, 2012, and have issued our report thereon dated November 16, 2012. Professional standards require that we provide you with the information about our responsibilities under auditing standards generally accepted in the United States of America, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 20, 2012. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. New accounting policies and pronouncements that were adopted during the fiscal year are also described in Note 1. We noted no transactions entered into by the City during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the historical cost of land, easements, and right-of-ways and is based on management's and an independent third party appraiser's estimates.

The estimated amount of outstanding claims and judgments liability. These were also based on management's and an independent third party actuary's estimates.

We evaluated the key factors and assumptions used to develop these two estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of the historical cost and depreciation of capital assets in Note 5 to the financial statements were arrived at using the City's and the appraiser's information.

The disclosure of the amount for claims and judgments payable in Note 7 to the financial statements was derived from reports issued by Arm Tech a third party actuary.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements, if any. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be a significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 16, 2012.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Information in Documents Containing Audited Financial Statements

This information is intended solely for the use of management, the audit committee, the City Council, and others within the organization, and is not intended to be and should not be used by anyone other these specified parties.



Moss, Levy & Hartzheim, LLP
Culver City, California

CITY OF LAGUNA HILLS

**INDEPENDENT ACCOUNTANT'S REPORT
ON AGREED-UPON PROCEDURES APPLIED TO
APPROPRIATIONS LIMIT SCHEDULE**

**FOR THE FISCAL YEAR ENDING
JUNE 30, 2013**



MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT ACCOUNTANT'S REPORT ON AGREED-UPON
PROCEDURES APPLIED TO APPROPRIATIONS LIMIT WORKSHEETS**

Honorable Mayor and Members of the City Council
City of Laguna Hills, California

We have applied the procedures enumerated below to the accompanying Appropriations Limit Worksheet (or other alternative computation) of the City of Laguna Hills (City) for the fiscal year ended June 30, 2013. These procedures, which were agreed to by the City and the League of California Cities and presented in their Article XIII-B Appropriations Limitation Uniform Guidelines, were performed solely to assist you in meeting the requirements of Section 1.5 of Article XIII B of the California Constitution (the Gann Spending Limitation Initiative). The City's management is responsible for the Appropriations Limit Worksheet (or other alternative computation).

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or any other purpose.

The procedures performed and our findings were as follows:

1. We obtained the completed Worksheets (or other alternative computation) used by the City to calculate its appropriations limit for the fiscal year ending June 30, 2013, and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Worksheet, we added prior year's limit to the total ratio of change, and agreed the resulting amount to the current year's limit.

Finding: No exceptions were noted as a result of our procedures.

3. We compared the current year information presented in the accompanying Appropriations Limit Worksheet to other worksheets used by the City as described in No. 1 above.

Finding: No exceptions were noted as a result of our procedures.

4. We compared the prior year appropriations limit presented in the accompanying Appropriations Limit Worksheet to the prior year appropriations limit adopted by the City Council for the prior year.

Finding: No exceptions were noted as a result of our procedures.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit Worksheet (or other alternative computation). Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by Article XIII-B of the California Constitution.

This report is intended solely for the information and use of the City Council and City Management and is not intended to be and should not be used by anyone other than these specified parties.

Moss, Levy & Hartzheim

MOSS, LEVY & HARTZHEIM, LLP
Culver City, California
August 21, 2012

**CITY OF LAGUNA HILLS
2012/2013
APPROPRIATIONS LIMIT CALCULATION**

A.	2011/2012 APPROPRIATIONS LIMIT (Prior year)	<u>\$ 29,022,451</u>
	2012/2013 CALCULATION FACTORS:	
B.	CHANGE IN PER CAPITA PERSONAL INCOME:	1.0377%
C.	CHANGE IN COUNTY POPULATION:	<u>1.0089%</u>
D.	RATIO OF CHANGE	<u>1.0469355</u>
E.	2012/2013 APPROPRIATIONS LIMIT	<u>\$ 30,384,635</u>
	TOTAL FY 2012/2013 APPROPRIATIONS LIMIT	\$ 30,384,635
	LESS: TOTAL SUBJECT TO APPROPRIATIONS LIMIT	<u>10,596,442</u>
	AMOUNT UNDER THE APPROPRIATIONS LIMIT	<u><u>\$ 19,788,193</u></u>

**CITY OF LAGUNA HILLS
NOTES TO APPROPRIATIONS LIMIT SCHEDULE
FOR THE FISCAL YEAR ENDING JUNE 30, 2013**

1. PURPOSE OF LIMITED PROCEDURES REVIEW

Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), California governmental agencies are restricted as to the amount of annual appropriations from proceeds of taxes. Effective for years beginning on or after July 1, 1990, under Section 1.5 of Article XIII-B, the annual calculation of the appropriations limit is subject to a limited procedures review in connection with the annual audit.

2. METHOD OF CALCULATION

Under Section 10.5 of Article XIII B, for fiscal years beginning on or after July, 1990, the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for the inflation and population factors discussed in Notes 3 and 4 below.

3. POPULATION FACTORS

A California governmental agency may adjust its appropriations limit by either the annual percentage change of the jurisdiction's own population or the annual percentage change in population of the County in which the City is located. The factor adopted by the City of Laguna Hills for fiscal year 2012-13 represents the annual percentage change in population for the County of Orange of .89%.

4. INFLATION FACTORS

A California governmental agency may adjust its appropriations limit by either the annual percentage change in the 4th quarter per capita personal income (which percentage is supplied by the State of California Department of Finance) or the percentage change in the local assessment roll from the preceding year due to the change of local nonresidential construction. The factor adopted by the City of Laguna Hills for fiscal year 2012-13 represents the California per capita personal income increase of 3.77%.

5. OTHER ADJUSTMENTS

A California government agency may be required to adjust its appropriations limit when certain events occur, such as the transfer of responsibility for municipal services to, or from, another government agency or private entity. The City of Laguna Hills had no such adjustments for the calculation for the fiscal year ending June 30, 2013.



MOSS, LEVY & HARTZHEIM LLP

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and Members of City Council
City of Laguna Hills, California

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Laguna Hills (City) as of and for the fiscal year ended June 30, 2012, which collectively comprise the City's basic financial statements and have issued our report thereon dated November 16, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of City of Laguna Hills, California, is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

OFFICES: BEVERLY HILLS · CULVER CITY · SANTA MARIA

MEMBER AMERICAN INSTITUTE OF C.P.A.'S · CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS · CALIFORNIA ASSOCIATION OF SCHOOL BUSINESS OFFICIALS

11/27/2012 ITEM NO. 4.7

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain other matters that we reported to management of the City of Laguna Hills in a separate letter dated November 16, 2012.

The City's response to the findings identified in our audit is described in the accompanying schedule of findings and responses. We did not audit the City's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the City Council and management, the State Controller's Office, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Moss, Levy & Hartzheim

Moss, Levy & Hartzheim, LLP
Culver City, California
November 16, 2012



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER/COMMUNITY SERVICES**

ISSUE: WEBSITE MEETING AGENDA ACCESS ISSUES

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

SUMMARY:

The City has experienced issues with downtime with its meeting agenda tool that is accessed from the City's website. This tool is called SIREPub and provides public access to City Council meeting agendas and staff reports. The City Council at its November 13, 2012, meeting directed staff to bring back a report to the City Council to address these downtime issues. This report provides a summary of the downtime incidents, staff's response to correct the technical issues, and the precautionary measures that staff will take to ensure the stability of this online system.

BACKGROUND:

Staff was directed by the City Council at its November 13, 2012, meeting to report on the issues we have been having with the online agenda downtime on the City's website. This online agenda tool is a SIRE Technologies product and is called SIREPub. Specifically, staff was notified by residents on two separate occasions when this online agenda tool was not publicly accessible prior to a City Council meeting. Furthermore, a third incident of downtime occurred on November 12, 2012. These incidents are described in more detail beginning on page 2.

For clarification, the City's website is hosted on an offsite server by our web service provider—Civica. These issues are not related to the City's website or the offsite host server. Rather, the issues that we experienced were centered on two City computer servers. One of the servers is called "Webserver" and the other is called "SIRE Server." Both are physically located in the Civic Center's server room. The Webserver is technically positioned outside of the City's network firewall and is not part of the City's

internal computer network for security reasons. The function of the Webserver is to allow for public access to the online services listed below. It is also a gateway between our website (hosted by Civica on a remote server) and the City's internal application servers that run the Energov and SIRE Technologies applications. The SIRE Technologies software products are hosted on the internal application server—SIRE Server.

Online Services on Webserver

- 1) "Apply for a Permit" – online processing of simple building permits, transportation permits, and encroachment permits. This application is supported by Energov and is called CAP.
- 2) "Submit a Code Enforcement Complaint" – online processing of code enforcement requests. This application is supported by Energov and is called CAP.
- 3) "Agendas & Minutes" – public access to City Council and Commission agendas. This application is supported by SIRE Technologies and is called SIREPub.

The other SIRE application that was recently installed on the Webserver is called "Agenda To Go." The purpose of this application is to enable access to the City Council and Commission agendas and staff reports via Apple products (i.e. iPads and iPhones). The intent with this application is for staff, City Council, and Commissioners to potentially migrate to a paperless agenda system. As documented below, staff has been working with SIRE Technologies to implement this application on the Webserver since early September 2012.

Timeline of SIREPub Downtime Issues

Early September

Staff worked with SIRE Technologies to install required software on Webserver to implement the new Agenda To Go application. This work effort involved SIRE's remote access into the Webserver to install updates which may have caused the downtime issues with SIREPub. After SIRE's work on the Webserver, the Agenda TO Go application was not successfully implemented. It was determined, and staff was advised by SIRE Technologies, that the Webserver would need an operating system upgrade to Windows 2008 to run the Agenda To Go application.

**September 21 – 23
(Weekend)**

SIREPub (online agenda) down. The first downtime with the online agenda tool (SIREPub) occurred over the weekend of September 21-23.

Staff was able to reboot Webserver remotely Sunday evening, September 23. At times, with our other applications, a reboot of its application server will resolve the particular issue. This was the case with the Webserver reboot. The SIREPub application was back up and running on September 23.

September 23 –
October 6

Windows 2008 upgrade purchased and waiting for install. Coordination with vendors Energov and SIRE on performing Webserver OS upgrade.

**October 6 – 7
(Weekend)**

SIREPub (online agenda) down. The second downtime occurred over the weekend. The Webserver was again rebooted and the SIRE Pub application was back up by Monday, October 8. At this point staff was not able to determine if the downtime issues were software or hardware related.

October 8 – October 30

Staff monitored the Webserver on a daily basis for SIREPub downtime and witnessed several downtime occurrences. Downtimes increased into late October which required the SIRE Pub application to be rebooted once a day. 2008 OS upgrade installed on test server. SIRE and Energov were unable to resolve issues with applications running on test server.

October 31 –
November 11

Staff rebuilt Webserver under Windows 2008 OS on a spare computer. SIRE completed setup of necessary software. It was determined not to install the Energov CAP applications on the spare computer in the event that this software was conflicting with the SIRE Pub application. (*Energov CAP is currently not running*). The Sire installation on the new server was finalized and tested on 11/7/12 and was successful. Monitoring of the SIRE Pub application occurred after the successful 11/7 installation and through the weekend (11/10 – 11/11). SIRE Pub application was up and running during this time with no issues.

**November 11
(Monday)**

SIREPub (online agenda) down. Staff coordinated with SIRE to configure the system to implement the new Agenda To Go application by remote access into the Webserver and the SIRE Server. This

caused the SIREPub application to crash for the reasons presented under “November 12.”

November 12

Staff was informed that the SIREPub application was down. Staff contacted SIRE to resolve the issue and while the system was down staff uploaded a PDF file of the agenda on the City’s website as a backup. SIRE’s account of the problem was that for some reason after they made a modification to the system, permissions were reset for the public user account which caused meeting agendas to not be accessible on the City’s website. After SIRE reset permissions, the public user account was able to access meeting agendas. It was determined that the downtime experienced on November 11 was not an issue with Webserver but the modification made by SIRE on the SIRE Server.

Currently, the SIREPub application is running and we have not had any issues with SIREPub to date. Staff will be taking the following steps to ensure that the Webserver is functional and the online applications it hosts stay online.

- Staff will continue to monitor the SIREPub application to make sure it is online. Especially prior to a City Council meeting.
- Staff will not schedule updates and new software installations to the Webserver and other application servers that may impact public access prior to a City Council meeting.
- Test the online tools anytime software updates or modifications are performed.
- Staff will be working with Energov to reinstall the CAP applications back onto the Webserver. It should be noted that staff has not received any complaints about the online permits and code enforcement tools downtime. Staff’s experience with these tools is that they are underutilized by the public.
- A new sever will be purchased to function as the Webserver since the current Webserver is operating on a spare computer that is several years old.
- As backup, anytime there is a problem with online access to the SIREPub application, staff will upload a PDF version of the agenda and staff reports to the City’s website for public access.

DEED OF EASEMENT, AND APPROVED AND AUTHORIZED THE MAYOR TO EXECUTE THE ACCEPTANCE AGREEMENT.

- 4.6 AUTHORIZATION TO FILE A GRANT APPLICATION WITH THE STATE DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY FOR RUBBERIZED ASPHALT CONCRETE FUNDING IN COOPERATION WITH THE CITY OF LAGUNA WOODS

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2012-11-13-3, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR GRANT FUNDING FROM THE SB 1346 RUBBERIZED ASPHALT CONCRETE GRANT PROGRAM.

- 4.7 AWARD OF CONTRACT FOR COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A

THE CITY COUNCIL DENIED THE BID PROTEST BY ACR BUILDERS, INC., DIRECTED THE CITY ENGINEER TO ISSUE A RESPONSE TO THE NOTICE OF BID PROTEST BY ACR BUILDERS, INC., AND AWARD THE CONTRACT FOR THE COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A, TO THE APPARENT LOW BIDDER, NICK STAVRIANOPOULOS CONSTRUCTION AND PAINTING.

- 4.8 PROGRESS PAYMENT NO. 19 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 19, IN THE NET AMOUNT OF \$63,617.73, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

5. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:07 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Carruth, Vice Chair Lautenschleger, Agency Member Bressette, Agency Member Kogerman, and Agency Member Songstad

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, OCTOBER 23, 2012

MOTION TO APPROVE THE MINUTES OF THE OCTOBER 23, 2012, REGULAR MEETING, BY M/AGENCY MEMBER KOGERMAN, S/AGENCY MEMBER BRESSETTE.

APPROVED BY A VOTE OF 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

6. JOINT MEETING OF THE PLANNING AGENCY AND CITY COUNCIL TO CONSIDER THE PROPOSED LAND USE AND DEVELOPMENT ENTITLEMENTS AND ADOPTION OF A PROPOSED DEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF THE OAKBROOK VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA CARLOTA

6.1 ROLL CALL OF PLANNING AGENCY AND CITY COUNCIL MEMBERS

Mayor/Chair Carruth, Mayor Pro Tempore/Vice Chair Lautenschleger, Council Member/Agency Member Bressette, Council Member/Agency Member Kogerman, and Council Member/Agency Member Songstad

6.2 PUBLIC COMMENTS

There were no Public Comments.

6.3 PUBLIC HEARING

6.3.1 SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/ CONDITIONAL USE PERMIT/ PARKING USE PERMIT/VESTING TENTATIVE TRACT MAP/PRECISE PLAN/ DEVELOPMENT AGREEMENT NO. 12-11-2137, A REQUEST BY LAGUNA HILLS INVESTMENT COMPANY TO REDEVELOP OAKBROOK VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA CARLOTA.

Chair/Mayor Carruth opened the Public Hearing.

John Loper, representative of Palm Tree Communities Consulting, Inc., spoke on the redevelopment of Oakbrook Village Shopping Center and answered questions from the City Council/Planning Agency Members. Mr. Loper indicated that he had received letters from the Golden Rain Foundation and had analyzed their concerns.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT**

ISSUE: ZONING TEXT AMENDMENT NO. 04-12-2230, AN AMENDMENT TO TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) TO ALLOW EMERGENCY SHELTERS BY RIGHT IN THE MIXED USE ZONE AND TO ALLOW SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING AS RESIDENTIAL USES IN ALL RESIDENTIAL ZONES IN ORDER TO COMPLY WITH STATE REQUIREMENTS GENERALLY KNOWN AS "SB 2."

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING, AND (2) INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING OF, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) TO ALLOW EMERGENCY SHELTERS BY RIGHT IN THE MIXED USE ZONE AND TO ALLOW SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING AS RESIDENTIAL USES IN ALL RESIDENTIAL ZONES IN ORDER TO COMPLY WITH STATE REQUIREMENTS GENERALLY KNOWN AS "SB 2."

SUMMARY:

In 2007, the state enacted legislation commonly referred to as Senate Bill 2 ("SB 2") which requires local agencies to address housing needs for homeless populations in their communities, effective January 1, 2008. The City's zoning regulations currently allow for emergency shelters and other forms of more permanent housing for the homeless (known as transitional housing and supportive housing), in a limited number of zones, subject to special zoning permits and review through a public hearing. The allowable zones are commercial in nature and establishment in residential zones is prohibited. With the passage of SB 2, cities are now prohibited from requiring a zoning application to be filed for housing oriented toward homeless persons and must allow homeless shelters in at least one zone, and other types of housing "by right" in residential zones. The City's current zoning standards are therefore in conflict with the requirements of SB 2 and must be amended.

During the 2009 update of the City's General Plan, the City's zoning regulations were compared to the requirements of SB 2, and areas which conflicted with the legislation were identified with recommended corrective actions listed. Generally, these actions included the following:

- Allow emergency shelters by right in the Mixed Use Zone; and
- Create the zoning mechanisms necessary that allow transitional housing and permanent supportive housing in all of the City's residential zones.

The proposed zoning text amendments will accomplish these corrective actions and make the Development Code consistent with the requirements of SB 2 and the City's General Plan.

INTRODUCTION TO SENATE BILL 2:

California Senate Bill 2, also known as the "Fair Share Zoning Bill," became effective as of January 1, 2008, and generally requires that every city and county identify in the Housing Element of its General Plan at least one zoning district in which homeless shelters are allowed as a permitted use, without a conditional use permit, or other discretionary review. Each zone or zones must be sufficient to accommodate the locality's identified need for emergency shelter; provided that regardless of actual need determined, each local jurisdiction must identify at least one zone that can accommodate at least one year-round emergency shelter. SB 2 is intended to disperse homeless services, shelters, and housing issues to be "fairly shared" among all California communities in order to share responsibility for the State's homeless problems. To be clear, SB 2 does not mandate that cities and counties build or fund homeless projects, only that there is zoning in place that permits development by right without a conditional use permit process or other discretionary review. SB 2 does not mandate where homeless shelter uses should be allowed in a city or county, but does require every city and county to identify actual zone or zones and site or sites that can accommodate the locality's actual unmet need. The following definitions describe the housing types the City is required to address in moving forward with this zoning text amendment:

Emergency Shelters (Health and Safety Code Section 50801(e))

"Emergency Shelter means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Transitional Housing (Health and Safety Code Section 50675.2(h))

"Transitional housing" and "transitional housing development" means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program receipt at some predetermined future point in time, which shall be no less than six months.

Supportive Housing (Health and Safety Code Section 50675.14(b))

“Supportive housing” means housing with no limit on length of stay, that is occupied by the target population¹, that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

As described in the bill text (**Attachment 4**), SB 2 does the following:

1. Requires cities to identify their “need” for a homeless shelter (emergency shelter) based upon a homeless population estimate in their jurisdiction.
2. Requires cities and counties to provide one or more zoning districts that allow emergency shelters without a conditional use permit or other discretionary permit. The identified zone or zones must have sufficient capacity to meet all of the locally identified need for an emergency shelter. Objective development and management standards may be established for the operation of emergency shelters.
3. Requires cities and counties to allow supportive and transitional housing in residential zones as a residential use subject only to those standards that apply to other residential uses in the same zoning district.

Government Code Section 65583(e) establishes a timeframe for cities to comply with SB 2 by stating that any draft housing element submitted to the California Department of Housing and Community Development after March 31, 2008 is required to be compliant with SB 2’s requirements. At this time, the City has partially complied with SB 2 through the 2009 General Plan Housing Element, which identifies the Mixed Use zone as suitable to allow emergency shelters by right. The Housing Element notes that the City’s Development Code requires a separate text amendment to create consistency between it and the General Plan as it relates to emergency shelters, supportive housing, and transitional housing. This proposed zoning text amendment completes the remaining steps needed for the City to be completely in compliance with SB 2.

Penalty for Non-compliance with SB 2:

Cities that have not addressed SB 2’s requirements risk having their Housing Element deemed non-compliant by the California Department of Housing and Community Development. Having a non-compliant Housing Element carries with it two repercussions: (1) limited access to state funding; and (2) liability for lawsuits brought forward against the City over the adequacy of the General Plan. Cities that have not complied with SB 2 must

¹ Pursuant to Section 50675.14 of the California Health and Safety Code, “target population” means persons, including persons with disabilities, and families who are “homeless,” as that term is defined by Section 11302 of Title 42 of the United States Code, or who are “homeless youth,” as that term is defined by paragraph (2) of subdivision (e) of Section 11139.3 of the Government Code. Additional definitions can be found in **Attachment 3**.

also revise their Housing Element every four years instead of every eight years. Each time the City prepares a Housing Element, the cost can be into the tens of thousands of dollars. Staff plans to begin the Housing Element update process early next year in order to meet the State's deadline for new Housing Elements to be adopted by October of 2013. Should the City be compliant with SB 2, the City will not be required to update the Housing Element again until 2021.

EXISTING REGULATIONS AND RECOMMENDED POLICIES:

Chapter 9-64 of the Development Code contains the current standards applicable to emergency shelters, supportive housing and transitional housing. Under the Development Code's current scheme, housing facilities oriented to homeless persons are permitted in the Village Commercial, Mixed Use, and Community-Private Institutional zones subject to approval of a Conditional Use Permit (CUP). This provision is in direct conflict with the requirement of SB 2 to allow shelters without a zoning hearing. In addition, the other types of supportive housing must be added to the list of permitted uses in all residential zones. These housing types are not presently listed, which also conflicts with the requirements of SB 2.

The following implementation programs were added to the General Plan for completion in 2012 in response to SB 2:

1. Separate the transitional care facility/community care facility/emergency shelter definitions and explicitly allow emergency shelters in the Mixed Use zone subject to the development standards allowed by State law (a map of the Mixed Use zone boundaries is included as **Attachment 5**).
2. Update and include definitions for Emergency Shelter, Supportive Housing, and Transitional Housing, consistent with the provisions of the California Health and Safety Code. Transitional and supportive housing will be treated as residential uses subject to the same standards that apply to other residential uses of the same type in the same zone.

IDENTIFYING THE "NEED" FOR AN EMERGENCY SHELTER:

A critical component of SB 2 is identifying the City's need for an emergency shelter. Many jurisdictions determine this by estimating the homeless population using "point-in-time" counts of the number of people using existing shelters within their jurisdiction on a given day and time and averaging the data. Since Laguna Hills does not operate its own shelter or currently have an operating private, faith-based or non-profit shelter in the city to draw data from, the City has relied on data provided by the County to estimate the homeless population in Laguna Hills. Each year, the County conducts a point-in-time count of the homeless population at its shelters and conducts a demographic survey which includes a question about where the individual was living prior to becoming homeless. The Housing Element cites a 2008 survey, which showed that a total of 20 people served by Orange

County shelters reported living in Laguna Hills prior to becoming homeless. The most recent survey available from 2011 indicates that this number has since dropped to eight. However, staff is recommending that the more conservative need of 20 persons be used as the basis for planning for emergency shelters since the County's point-in-time survey is taken once per year and a need of 20 persons will better take into account fluctuations in the homeless population throughout the year.

PROPOSED CHANGES TO THE DEVELOPMENT CODE:

The proposed changes to the Development Code can be separated into three components pertaining to Code definitions, emergency shelters, and supportive and transitional housing. A total of 19 amendments will be made to the Code and one amendment will be made to the Urban Village Specific Plan. A "strikethrough" copy detailing all affected sections is provided as **Attachment 2**.

Update of Code Definitions:

Chapter 9-04 (Definitions) in the Code currently includes a definition for "emergency shelter" that is inconsistent with the definition for "emergency shelter" in the California Health and Safety Code. Additionally, the Code does not have definitions for "supportive housing" or "transitional housing." The proposed zoning text amendment will correct this by updating the definition for "emergency shelter" and adding definitions for "supportive housing" and "transitional housing" that are consistent with the California Health and Safety Code. A definition for "target population" is also included for clarity.

Emergency Shelters:

The Development Code currently permits emergency shelters in the Village Commercial, Mixed Use, and Community/Private Institution zones subject to approval of a conditional use permit, which is inconsistent with SB 2's requirement to establish one or more zones where emergency shelters can locate without a conditional use permit or other zoning approval. The General Plan Housing Element selected the Mixed Use zone for this purpose due to the number of underutilized parcels in the zone containing one-story, tilt-up buildings that are easily converted into other uses.

The proposed zoning text amendment will add "emergency shelter" as a permitted use within the Mixed Use zone subject to development and management standards addressing:

- 1. Proximity from sensitive uses.** Shelters will be required to locate at least 500 feet from sensitive uses (identified as residences, public or private parks, public or private K-12 schools, churches, and other religious institutions). Staff analyzed buffers ranging from 300 feet to 1,000 feet within the Mixed Use zone and determined that 500 feet strikes a balance between protecting sensitive uses and providing suitable locations for emergency shelters. A map illustrating the

500 foot buffer zone around sensitive uses in the Mixed Use zone is provided in **Attachment 6**.

2. **Proximity from other shelters.** Shelters will be required to locate at least 300 feet from other emergency shelters. This standard is designed to prevent an overconcentration of shelters from occurring within an area.
3. **Number of beds.** The cumulative total of beds provided by emergency shelters established in the Mixed Use zone will not be permitted to exceed 20, which corresponds to the City's identified need for emergency shelter.
4. **Maximum stay.** The maximum stay permitted at an emergency shelter will not be permitted to exceed 180 days. This provision recognizes the temporary nature of housing provided by shelters and encourages the progression of clients into more permanent supportive or transitional housing.
5. **Off-street parking.** Shelters will be required to provide sufficient parking to accommodate their clients and employees. Staff researched parking requirements from other cities in Orange County and determined that a required parking ratio of one space per three beds plus one space for each staff member is appropriate.
6. **Size of client intake and waiting area.** Shelters will be required to provide a client intake and waiting area that is at least 200 square feet in size in order to minimize the potential for an overflow of waiting clients into the exterior of the facility.
7. **Lighting.** Shelters will be required to provide adequate lighting for the facility in accordance with the Code's existing lighting standards for exterior areas. This standard has been added to ensure that the exterior areas of shelters are safely illuminated.
8. **Operational plan.** Shelters will be required to provide a facility operations plan to the Community Development Director for review and approval that addresses security and safety, management of outdoor areas, staff training, and referral services provided to clients. This standard has been added to ensure that emergency shelters are providing safe environments and beneficial information for their clients while taking steps to minimize negative impacts to the surrounding area.

Supportive and Transitional Housing:

The final component of SB 2 involves ensuring that the City's Development Code allows transitional and supportive housing as residential uses within residential zones. Currently, Chapter 9-64 (Community Care Facilities) of the Code permits emergency shelters and

transitional care facilities serving twelve or fewer individuals in the Village Commercial, Mixed Use, and Community Private Institutional zoning districts without a conditional use permit. Neither transitional housing nor supportive housing is currently permitted in single-family or multiple family zones.

In order to comply with SB 2, the proposed zoning text amendment will update Chapter 9-64 to reflect allowance of supportive housing and transitional housing in all residential zones, subject to the same standards that apply to other residential uses in the applicable zone. For example, if a property owner wished to operate a supportive housing or transitional housing facility for six or fewer persons on a property zoned for a single-family residence, he or she would be allowed to do so without zoning review from the City because single-family detached dwellings are permitted by right in that zone. The limitation on the number of residents is derived from state-imposed curbs for the number of people allowed to live in a residential care facility. The City cannot be more restrictive and must allow up to six residents in a single-family setting. In multifamily zones, the number of occupants per each transitional or supportive housing unit would vary as occupancy standards and the building code dictated. As a practical matter, one person per unit is expected unless the housing is oriented to families.

As a matter of maintaining internal consistency, the proposed zoning text amendment will also update the Code's land use tables to add supportive housing and transitional housing as permitted uses.

CONCLUSION:

The proposed zoning text amendment will accomplish three important tasks. First, it will fully implement State-mandated provisions to encourage the establishment of emergency shelters, supportive housing, and transitional housing in order to meet the City's need for these facilities. The proposed zoning text amendment has been crafted to serve this purpose while placing reasonable limitations on emergency shelters to ensure that they are operated safely and do not negatively impact their surroundings or sensitive uses within the area. Second, the proposed zoning text amendment will create consistency between the General Plan and the Development Code while completing two implementation policies in the City's Housing Element designated for completion in 2012. Finally, this zoning text amendment will ensure that the City avoids litigation for having a non-compliant Housing Element and allow the City to update its Housing Element every eight years instead of every four years.

CEQA FINDINGS:

Pursuant to Public Resources Code Section 21080(c)(1), and Section 15070(a) of the CEQA Guidelines, set forth in the California Code of Regulations, Title 14, a Negative Declaration has been prepared and is being considered for adoption in conjunction with this project. Environmental impacts have been determined to be less than significant in all categories and no mitigation measures have been deemed necessary. Pursuant to CEQA

Guidelines Sections 15072(a) and 15072(b), a Notice of Intent to adopt a Negative Declaration was prepared and distributed to the public, and a public review period for the Draft Negative Declaration was held from November 6, 2012 through November 26, 2012.

ATTACHMENTS:

1. Proposed Ordinance
2. Strikethrough/underline copy of affected Code sections
3. Key terms
4. Senate Bill 2 text
5. City of Laguna Hills zoning map
6. Sensitive Uses in the Mixed Use Zone 500' buffer map
7. Negative Declaration

ZTA-04-12-2230

Attachment #1

Proposed Ordinance



ORDINANCE NO. 2012-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) TO ALLOW EMERGENCY SHELTERS BY-RIGHT IN THE MIXED USE ZONE AND TO ALLOW SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING AS RESIDENTIAL USES IN ALL RESIDENTIAL ZONES IN ORDER TO COMPLY WITH STATE REQUIREMENTS GENERALLY KNOWN AS "SB 2."

WHEREAS, the State Legislature has declared homelessness a growing statewide problem; and

WHEREAS, the State Legislature has declared the lack or shortage of emergency shelters for homeless individuals and families to lead to the concentration of services in inner cities and poor communities; and

WHEREAS, the State Legislature has declared it the responsibility of cities and counties to plan and identify areas for emergency shelters where most appropriate in their community; and

WHEREAS, Government Code Section 65583(a)(7) requires the City's housing element to analyze special housing needs, including families and persons in need of emergency shelter; and

WHEREAS, Government Code Section 65583(a)(4)(A) requires the City's housing element to identify a zone or zones that can: (1) accommodate at least one year-round emergency shelter; and (2) allow emergency shelters as a permitted use without a conditional use permit or other discretionary permit, subject to written, objective development and management standards established by the City; and

WHEREAS, Government Code Section 65583(a)(4)(A) requires the identified zone or zones to include sufficient capacity to accommodate the need for emergency shelter as identified in the City's housing element; and

WHEREAS, the City's housing element identifies the Mixed Use zone as suitable to allow emergency shelter as a permitted use due to the number of underutilized parcels, ease of converting existing buildings to other uses, and proximity to transit and employment resources; and

WHEREAS, Implementation Program H-9 in the City's General Plan requires amendment of the City's zoning ordinance to allow emergency shelter as a permitted use in the Mixed Use zone and to allow supportive housing and transitional housing as residential uses in all residential zones; and

WHEREAS, Section 65860 of the Government Code requires that zoning ordinances be consistent with the adopted General Plan; and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Sections 21000 *et. seq.* ("CEQA"), the State's CEQA Guidelines, California Code of Regulation, Title 14, Section 15000 *et. seq.*, the City of Laguna Hills prepared an Initial Study and determined that there is no substantial evidence that the amendments would result in a significant adverse effect upon the environment and, therefore, a Negative Declaration has been prepared and notice was given in the manner required by law; and

WHEREAS, copies of the draft Negative Declaration were distributed to the City Council, and prior to taking action on the proposed amendments, the City Council reviewed and considered the information and findings contained in the Negative Declaration and determined that the document was prepared in compliance with the requirements of CEQA and local guidelines, with respect thereto; and

WHEREAS, the City properly noticed the public hearing concerning the adoption of this Ordinance pursuant to Government Code section 6061 and as required under Government Code section 65090; and

WHEREAS, the City Council of the City of Laguna Hills has considered information presented on the proposed Ordinance by City Staff, the public, and other interested parties at a Public Hearing held on November 27, 2012.

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

SECTION 1. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.050 ("E" definitions), definition of "emergency shelter" is hereby amended in its entirety to read as follows:

""Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person, or as may be amended by Health and Safety Code Section 50801(e). No individual or household may be denied emergency shelter because of an inability to pay."

SECTION 2. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.190 ("S" definitions), is hereby amended to add the following definition for "supportive housing" to read as follows:

""Supportive housing" means housing with no limit on length of stay that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her

health status, and maximizing his or her ability to live, and, when possible, work in the community, or as may be amended by Health and Safety Code Section 50675.14(b)."

SECTION 3. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.200 ("T" definitions), is hereby amended to add the following definition for "target population" to read as follows:

"“Target population” means persons, including persons with disabilities, and families who are “homeless,” as that term is defined by Section 11302 of Title 42 of the United States Code, or as may be amended, or who are “homeless youth,” as that term is defined by paragraph (2) of subdivision (e) of Section 11139.3 of the Government Code, or as may be amended.”

SECTION 4. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.200 ("T" definitions), is hereby amended to add the following definition for "transitional housing" to read as follows:

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

SECTION 5. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-10 (Zoning Districts Established), Table 9-10.050 (Land Use Matrix) is hereby amended to add the following land use categories and permissible zones:

**Table 9-10.050
LAND USE MATRIX**

A	Accessory Use
C	Conditional Use
SUP	Special Use Permit
P	Permitted Use
S	Site Development Permit Required
T	Temporary Use
◆	Special Requirements
●	Prohibited Use
U	See Urban Village Specific Plan
L	See Laguna Hills Planned Community Development Plan and Text

Land Use	Zones																Reference	
	Estate Residential (ER)	Low Density Residential (LDR)	Medium Low Density Residential (MLDR)	Medium Density Residential (MDR)	High Density Residential (HDR)	Office Professional (OP)	Village Commercial (VC)	Freeway Commercial (FC)	Community Commercial (CC)	Mixed Use (MXU)	Neighborhood Mixed Use (NMU)	Community/Private Institution (C/PI)	Open Space-1 (OS-1) Parks	Open Space-2 (OS-2) Drainage Facilities	Open Space-3 (OS-3) Landscape Corridors	Planned Community (PC)		Planned Community Residential (PCR)
Emergency shelter	•	•	•	•	•	•	•	•	•	P	•	•	•	•	•	•	•	See Chapter 9-64
Supportive housing	♦	♦	♦	♦	♦	•	U	•	•	•	•	♦	•	•	•	L	♦	See Chapter 9-64
Transitional housing	♦	♦	♦	♦	♦	•	U	•	•	•	•	♦	•	•	•	L	♦	See Chapter 9-64

SECTION 6. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-12 (ER Estate Residential District), Table 9-12.020 (Estate Residential Uses) is hereby amended to add the following land use categories:

Table 9-12.020
ESTATE RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Supportive housing	♦		See Chapter 9-64
Transitional housing	♦		See Chapter 9-64

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

♦= Special requirements

SECTION 7. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-14 (LDR Low Density Residential District), Table 9-14.020 (Low Density Residential Uses) is hereby amended to add the following land use categories:

**Table 9-14.020
LOW DENSITY RESIDENTIAL USES**

Uses	Permitted	Accessory	Reference
Supportive housing	♦		See Chapter 9-64
Transitional housing	♦		See Chapter 9-64

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

♦= Special requirements

SECTION 8. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-16 (MLDR Medium Low Density Residential District), Table 9-16.020 (Medium Low Density Residential Uses) is hereby amended to add the following land use categories:

**Table 9-16.020
MEDIUM LOW DENSITY RESIDENTIAL USES**

Uses	Permitted	Accessory	Reference
Supportive housing	♦		See Chapter 9-64
Transitional housing	♦		See Chapter 9-64

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

♦= Special requirements

SECTION 9. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-18 (MDR Medium Density Residential District), Table 9-18.020

(Medium Density Residential Uses) is hereby amended to add the following land use categories:

Table 9-18.020
MEDIUM DENSITY RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Supportive housing	♦		See Chapter 9-64
Transitional housing	♦		See Chapter 9-64

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

♦= Special requirements

SECTION 10. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-20 (HDR High Density Residential District), Table 9-20.020 (High Density Residential Uses) is hereby amended to add the following land use categories:

Table 9-20.020
HIGH DENSITY RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Supportive housing	♦		See Chapter 9-64
Transitional housing	♦		See Chapter 9-64

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

♦= Special requirements

SECTION 11. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-21 (PCR Planned Community Residential District), Table 9-21.020 (Planned Community Residential Uses) is hereby amended to add the following land use categories:

Table 9-21.020
PLANNED COMMUNITY RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Supportive housing	♦		See Chapter 9-64
Transitional housing	♦		See Chapter 9-64

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

♦= Special requirements

SECTION 12. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-29 (NMU Neighborhood Mixed Use District), Table 9-29.020 (Neighborhood Mixed Uses) is hereby amended to add the following land use categories:

Table 9-29.020
NEIGHBORHOOD MIXED USES

Uses	Permitted	Accessory	Reference
Supportive housing	♦		See Chapter 9-64
Transitional housing	♦		See Chapter 9-64

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

♦= Special requirements

SECTION 13. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-30 (MXU Mixed Use District), Table 9-30.020 (Mixed Uses) is hereby amended to add the following land use categories:

**Table 9-30.020
MIXED USES**

Uses	Permitted	Accessory	Reference
Emergency shelter	P		See Chapter 9-64

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆ = Special requirements

SECTION 14. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-32 (C/PI Community/Private Institution District), Table 9-32.020 (Community/Private Institution Uses) is hereby amended to read as follows:

**Table 9-32.020
COMMUNITY/PRIVATE INSTITUTION USES**

Uses	Permitted	Accessory	Reference
Supportive housing	◆		See Chapter 9-64
Transitional housing	◆		See Chapter 9-64

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆ = Special requirements

SECTION 15. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-39 (PC Planned Community District), Section 9-39.020 (General provisions and regulations) is hereby amended to add Section 9-39.020.C to read as follows:

“C. Community Care Facilities. Community Care Facilities are permitted in the Planned Community zone subject to the requirements outlined in Chapter 9-64 of this Development Code.”

SECTION 16. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-64 (Community Care Facilities), Section 9-64.040.B.3 (Zoning Requirements and Site Development Standards) is hereby amended to read as follows:

“3. Day care centers are permitted in the village commercial, mixed use, and community/private institutional zones subject to a conditional use permit and are subject to the development standards of the zone in which the facility is located.”

SECTION 17. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-64 (Community Care Facilities), Section 9-64.040 (Zoning Requirements and Site Development Standards) is hereby amended to add Section 9-64.040.C to read as follows:

“C. Supportive housing and transitional housing serving six (6) or fewer individuals are permitted in the same manner as other residential uses in the zone they are located in. Applicable residential zones include: Estate Residential; Low Density Residential; Medium Low Density Residential; Medium Density Residential; High Density Residential; Planned Community Residential; Village Commercial; Neighborhood Mixed Use; Community/Private Institution; and Planned Community.”

SECTION 18. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-64 (Community Care Facilities), Section 9-64.040 (Zoning Requirements and Site Development Standards) is hereby amended to add Section 9-64.040.D to read as follows:

“D. Emergency shelters are permitted in the mixed use zoning district subject to the development standards of the zone. In accordance with the authority granted to cities under State law, emergency shelters must also meet the following objective development and management standards:

1. An emergency shelter shall be located at least 500 feet from any residential use, public or private park, public or private K-12 school, church, or other religious institution.

2. An emergency shelter shall be located at least 300 feet from other emergency shelters.

3. The cumulative total of the number of beds provided by all emergency shelters established within the Mixed Use zone shall not exceed 20.

4. The maximum stay at the emergency shelter shall not exceed one hundred and eighty (180) consecutive days.

5. Off-street parking shall be provided in the ratio of one (1) space for every three (3) beds, plus one (1) parking space for each staff member.

6. A client intake and waiting area shall be provided that is at least 200 square feet in size. A client intake and waiting area less than 200 square feet in size may be provided if it can be demonstrated that the size of the intake and waiting area is sufficient to accommodate the demand for the facility.

7. Lighting shall be provided in accordance with the standards set in §9-40.170 and §9-44.060.I of this Code.

8. An operational plan shall be provided prior to the issuance of a Certificate of Use and Occupancy for the review and approval by the Community Development Director. At minimum, the plan shall contain provisions addressing the following:

a. Security and safety. The plan shall include provision of on-site management, facility rules, and procedures for maintaining a safe environment within and outside the shelter.

b. Management of outdoor areas. The plan shall describe procedures for admittance and discharge of clients, and describe measures aimed at minimizing the congregation of clients outside the shelter when not accepting clients.

c. Staff training. The plan shall describe the staffing required for the shelter and outline required training programs that provide staff with the knowledge and skills to assist clients in obtaining permanent shelter.

d. Referral service. The plan shall include provision of a kiosk providing information on other programs available to clients for obtaining permanent shelter, mental and health counseling, job placement, educational, legal, and other supportive services.”

SECTION 19. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-64 (Community Care Facilities), Table 9-64.040 (Required Permit For Community Care Facilities, 7+ Occupants) is hereby amended to include “supportive housing” and “transitional housing”:

**Table 9-64.040
REQUIRED PERMIT FOR COMMUNITY CARE FACILITIES
7+ OCCUPANTS**

Land Use	Zone(s)	Permitted	Conditionally Permitted	Permits Required
Large family day care (14 children maximum)	All residential		x	Conditional use permit*
Day care center	Office professional Village commercial Mixed use Community/private institutional		x	Conditional use permit
Residential care facility for the elderly	Village commercial Mixed use		x	Conditional use permit
Drug abuse & alcoholism recovery facility (community treatment/rehabilitation)	Village commercial Mixed use		x	Conditional use permit

facility)				
Dependent & neglected children homes (foster homes)	Village commercial Mixed use		x	Conditional use permit
Facilities for people with HIV or AIDs	Village commercial Mixed use		x	Conditional use permit
Homes for the mentally & physically disabled	Village commercial Mixed use		x	Conditional use permit
Facilities for wards of the juvenile court	Village commercial Mixed use		x	Conditional use permit
Social rehabilitation facility	Village commercial Mixed use Community/private institutional		x	Conditional use permit
Intermediate care facility/nursing facility	Village commercial Mixed use		x	Conditional use permit
Supportive housing	All residential		x	Conditional use permit
Transitional housing	All residential		x	Conditional use permit

SECTION 20. Section V (Land Use & Development Standards) of the Urban Village Specific Plan, Table 1 (Land Use Matrix) is hereby amended to add the following land use categories:

**Table 1
Land Use Matrix**

USE	PERMITTED	REFERENCE
Supportive housing	◇	See Chapter 9-64
Transitional housing	◇	See Chapter 9-64

Note:

A = Accessory Use

SUP = Special Use Permit

C = Conditional use permit (CUP)

T = Temporary Use Permit (TUP)

P = Permitted

◇ = Special requirements

SECTION 21. The City of Laguna Hills does hereby adopt the Negative Declaration for this project and determines that:

1. Pursuant to Section 15070 of the State CEQA Guidelines, this Ordinance has been reviewed through an Initial Study and a Negative Declaration has been prepared. Based on the information in the record, there is no substantial evidence that the project may have a potentially significant adverse environmental impact.
2. Pursuant to State CEQA Guidelines, it is determined that the Negative Declaration has been completed in compliance with CEQA and that this document has been presented to the City Council which has independently reviewed and considered all information contained therein prior to approving this project.

SECTION 22. Upon the effective date of this Ordinance, the provisions hereof shall supersede Title 9 "Zoning and Subdivisions" of the Municipal Code of the City of Laguna Hills, California, adopted on November 14, 1995.

SECTION 23. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 24. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this day of December, 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2012- was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 27th day of
November, 2012, and that thereafter, said Ordinance was duly adopted and passed at a
Regular Meeting of the City Council held on the 11th day of December, 2012, by the
following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

PEGGY J. JOHNS, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2012-, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) TO ALLOW EMERGENCY SHELTERS BY-RIGHT IN THE MIXED USE ZONE AND TO ALLOW SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING AS RESIDENTIAL USES IN ALL RESIDENTIAL ZONES IN ORDER TO COMPLY WITH STATE REQUIREMENTS GENERALLY KNOWN AS "SB 2."

on the 30th day of November, 2012, was published in summary in The Register and on the 21st day of December 2012, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2 on the 28th day of November, 2012 and on the 12th day of December, 2012, caused to be posted in summary in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California

ZTA-04-12-2230
Attachment #2

Strikethrough/Underlined Copies of Affected Code Sections

Zoning Text Amendment No. 4-12-2230
Laguna Hills Municipal Code
Title 9 “Zoning and Subdivisions”

Key: Strikethrough text indicates text that has been deleted. <u>Underlined</u> text indicates text that has been inserted.

§9-04.050 “E” definitions

“Emergency shelter” means ~~a community care facility providing temporary housing for one or more individuals who are otherwise temporarily or permanently homeless~~ housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person, which may be permitted year-round.

§9-04.190 “S” definitions

“Supportive housing” means housing with no limit on length of stay that is occupied by the target population (i.e., low income persons with mental disabilities, AIDS, substance abuse or chronic health conditions or persons whose disabilities originated before the person turned 18) that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and, when possible, work in the community.

§9-04.200 “T” definitions

“Target population” means low income persons with mental disabilities, AIDS, substance abuse or chronic health conditions or persons whose disabilities originated before the person turned 18.

“Transitional housing” and “transitional housing development” mean buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.

Table 9-10.050 Land Use Matrix

A	Accessory Use
C	Conditional Use
SUP	Special Use Permit
P	Permitted Use
S	Site Development Permit Required
T	Temporary Use
♦	Special Requirements
•	Prohibited Use
U	See Urban Village Specific Plan
L	See Laguna Hills Planned Community Development Plan and Text

Land Use	Zones																	Reference
	Estate Residential (ER)	Low Density Residential (LDR)	Medium Low Density Residential (MLDR)	Medium Density Residential (MDR)	High Density Residential (HDR)	Office Professional (OP)	Village Commercial (VC)	Freeway Commercial (FC)	Community Commercial (CC)	Mixed Use (MXU)	Neighborhood Mixed Use (NMXU)	Community/Private Institution (C/PI)	Open Space-1 (OS-1) Parks	Open Space-2 (OS-2) Drainage Facilities	Open Space-3 (OS-3) Landscape Corridors	Planned Community (PC)	Planned Community Residential (PCR)	
<u>Emergency shelter</u>	•	•	•	•	•	•	•	•	•	P	•	•	•	•	•	•	•	<u>See Chapter 9-64</u>
<u>Supportive housing</u>	♦	♦	♦	♦	♦	•	U	•	•	•	•	♦	•	•	•	L	♦	<u>See Chapter 9-64</u>
<u>Transitional housing</u>	♦	♦	♦	♦	♦	•	U	•	•	•	•	♦	•	•	•	L	♦	<u>See Chapter 9-64</u>

Table 9-12.020 Estate Residential Uses

Uses	Permitted	Accessory	Reference
<u>Supportive housing</u>	♦		<u>See Chapter 9-64</u>
<u>Transitional housing</u>	♦		<u>See Chapter 9-64</u>

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

Table 9-14.020 Low Density Residential Uses

Uses	Permitted	Accessory	Reference
<u>Supportive housing</u>	◆		<u>See Chapter 9-64</u>
<u>Transitional housing</u>	◆		<u>See Chapter 9-64</u>

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

Table 9-16.020 Medium Low Density Residential Uses

Uses	Permitted	Accessory	Reference
<u>Supportive housing</u>	◆		<u>See Chapter 9-64</u>
<u>Transitional housing</u>	◆		<u>See Chapter 9-64</u>

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

Table 9-18.020 Medium Density Residential Uses

Uses	Permitted	Accessory	Reference
<u>Supportive housing</u>	◆		<u>See Chapter 9-64</u>
<u>Transitional housing</u>	◆		<u>See Chapter 9-64</u>

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

Table 9-20.020 High Density Residential Uses

Uses	Permitted	Accessory	Reference
<u>Supportive housing</u>	◆		<u>See Chapter 9-64</u>
<u>Transitional housing</u>	◆		<u>See Chapter 9-64</u>

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

Table 9-21.020 Planned Community Residential Uses

Uses	Permitted	Accessory	Reference
<u>Supportive housing</u>	◆		<u>See Chapter 9-64</u>
<u>Transitional housing</u>	◆		<u>See Chapter 9-64</u>

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

Table 9-29.020 Neighborhood Mixed Uses

Uses	Permitted	Accessory	Reference
<u>Supportive housing</u>	◆		<u>See Chapter 9-64</u>
<u>Transitional housing</u>	◆		<u>See Chapter 9-64</u>

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

Table 9-30.020 Mixed Uses

Uses	Permitted	Accessory	Reference
<u>Supportive housing</u>	◆		<u>See Chapter 9-64</u>
<u>Transitional housing</u>	◆		<u>See Chapter 9-64</u>

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

Table 9-32.020 Community/Private Institution Uses

Uses	Permitted	Accessory	Reference
<u>Supportive housing</u>	◆		<u>See Chapter 9-64</u>
<u>Transitional housing</u>	◆		<u>See Chapter 9-64</u>

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

§9-39.020.C General provisions and regulations

C. Community Care Facilities. Community Care Facilities are permitted in the Planned Community zone subject to the requirements outlined in Chapter 9-64 of this Development Code.

§9-64.040.B.3 Zoning requirements and site development standards

B. Large family day care for seven to fourteen (14) children, day care centers, and community care facilities for seven or more individuals. These facilities vary in nature and are permitted in various zones upon approval of a conditional use permit.

1. Large family day care homes are permitted in residential zones subject to a modified conditional use permit process as specified in Section 9-92.080(D) of this title and the development standards of the zone in which the facility is located.

2. Community care facilities for seven or more individuals are permitted in village commercial and mixed use zones subject to a conditional use permit and are subject to the development standards of the zone in which the facility is located.

3. ~~Transitional care facilities/emergency shelters serving twelve (12) or fewer are permitted in the village commercial, mixed use, and community private institutional districts subject to the development standards of the zone in which the facility is located. Day care centers are permitted in the village commercial, mixed use, and community/private institutional zones subject to a conditional use permit and are subject to the development standards of the zone in which the facility is located.~~

§9-64.040.C Zoning requirements and site development standards

C. Supportive housing and transitional housing serving six (6) or fewer individuals are permitted in the same manner as other residential uses in the zone they are located in. Applicable residential zones include: Estate Residential; Low Density Residential; Medium Low Density Residential; Medium Density Residential; High Density Residential; Planned Community Residential; Village Commercial; Neighborhood Mixed Use; Community/Private Institution; and Planned Community.

§9-64.040.D Zoning requirements and site development standards

D. Emergency shelters are permitted in the mixed use zoning district subject to the development standards of the zone. In accordance with the authority granted to the City in the Government Code, emergency shelters must also meet the following development and management standards:

1. An emergency shelter shall be located at least five hundred (500) feet from any residential use, public or private park, public or private K-12 school, church, or other religious institution.
2. An emergency shelter shall be located at least 300 feet from other emergency shelters.
3. The cumulative total of the number of beds provided by all emergency shelters established within the Mixed Use zone shall not exceed 20.
4. The maximum stay at the emergency shelter shall not exceed one hundred and eighty (180) consecutive days.
5. Off-street parking shall be provided in the ratio of one (1) space for every three (3) beds, plus one (1) parking space for each staff member.
6. A client intake and waiting area shall be provided that is at least 200 square feet in size. A client intake and waiting area less than 200 square feet in size may be provided if it can be demonstrated that the size of the client intake and waiting area is sufficient to accommodate the demand for the facility.
7. Lighting shall be provided in accordance with the standards set in §9-40.170 and §9-44.060.I of this Code.

8. An operational plan shall be provided for the review and approval of the Community Development Director. At minimum, the plan shall contain provisions addressing the following:

- a. Security and safety. The plan shall include provision of on-site management, facility rules, and procedures for maintaining a safe environment within and outside the shelter.
- b. Management of outdoor areas. The plan shall describe procedures for daily admittance and discharge of clients, and describe measures aimed at minimizing the congregation of clients outside the shelter when not accepting clients.
- c. Staff training. The plan shall describe the staffing required for the shelter and outline required training programs that provide staff with the knowledge and skills to assist clients in obtaining permanent shelter.
- d. Referral service. The plan shall include provision of a kiosk providing information on other programs available to clients for obtaining permanent shelter, mental and health counseling, job placement, educational, legal, and other supportive services.

Table 9-64.040 Required Permit for Community Care Facilities (7+ Occupants)

Land Use	Zone(s)	Permitted	Conditionally Permitted	Permits Required
Large family day care (14 children maximum)	All residential		x	Conditional use permit*
Day care center	Office professional Village commercial Mixed use Community/private institutional		x	Conditional use permit
Residential care facility for the elderly	Village commercial Mixed use		x	Conditional use permit
Drug abuse & alcoholism recovery facility (community treatment/rehabilitation facility)	Village commercial Mixed use		x	Conditional use permit
Dependent & neglected	Village commercial		x	Conditional

children homes (foster homes)	Mixed use			use permit
Facilities for people with HIV or AIDs	Village commercial Mixed use		x	Conditional use permit
Homes for the mentally & physically disabled	Village commercial Mixed use		x	Conditional use permit
Facilities for wards of the juvenile court	Village commercial Mixed use		x	Conditional use permit
Social rehabilitation facility	Village commercial Mixed use Community/private institutional		x	Conditional use permit
Intermediate care facility/nursing facility	Village commercial Mixed use		x	Conditional use permit
Transitional care facilities/emergency shelters	Village commercial Mixed use Community/private institutional	x		Conditional use permit
<u>Supportive housing</u>	<u>All residential</u>		<u>x</u>	<u>Conditional use permit</u>
<u>Transitional housing</u>	<u>All residential</u>		<u>x</u>	<u>Conditional use permit</u>

* Refer to Chapter 9-92 for special process for large family day care homes.

Urban Village Specific Plan Section V, Table 1- Land Use Matrix

USE	PERMITTED	REFERENCE
<u>Supportive housing</u>	<u>◇</u>	<u>See Chapter 9-64</u>
<u>Transitional housing</u>	<u>◇</u>	<u>See Chapter 9-64</u>

Note:

A = Accessory Use

SUP = Special Use Permit

C = Conditional use permit (CUP)

T = Temporary Use Permit (TUP)

P = Permitted

◇ = Special requirements



ZTA-04-12-2230
Attachment #3

Key Terms

Attachment #3

Zoning Text Amendment No. 4-12-2230

Key Terms

Emergency Shelter

California Health and Safety Code Section 50801(e)

“Emergency shelter” means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Homeless

United States Code Title 42, Section 11302

For the purpose of this chapter, the terms “homeless,” “homeless individual,” and “homeless person” means—

- 1) An individual or family who lacks a fixed, regular, and adequate nighttime residence;
- 2) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- 3) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
- 4) An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
- 5) An individual or family who—
 - a) Will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—
 - i) A court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;

- ii) The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
 - iii) Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;
- b) Has no subsequent resource identified; and
- c) Lacks the resources or support networks needed to obtain other permanent housing; and
- 6) Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who—
 - a) Have experienced a long term period without living independently in permanent housing.
 - b) Have experienced persistent instability as measured by frequent moves over such period, and
 - c) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

Homeless Youth

California Government Code Section 11139.3(e)(2)

“Homeless youth” means either of the following:

- A. A person who is not older than 24 years of age, and meets one of the following conditions:
 - i. Is homeless or at risk of becoming homeless.
 - ii. Is no longer eligible for foster care on the basis of age.
 - iii. Has run away from home.

- B. A person who is less than 18 years of age who is emancipated pursuant to Part 6 (commencing with Section 7000) of Division 1 of the Family Code and who is homeless or at risk of becoming homeless.

Supportive Housing

California Health and Safety Code Section 50675.14(b)

“Supportive housing” means housing with no limit on length of stay, that is occupied by the target population, that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

Target Population

California Health and Safety Code Section 50675.14

“Target population” means persons, including persons with disabilities, and families who are “homeless,” as that term is defined by Section 11302 of Title 42 of the United States Code, or who are “homeless youth,” as that term is defined by paragraph (2) of subdivision (e) of Section 11139.3 of the Government Code.

Transitional Housing

California Health and Safety Code Section 50675.2(h)

“Transitional housing” means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program receipt at some predetermined future point in time, which shall be no less than six months.

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person riding a horse through a field, with a fence and trees in the background. The words "CITY OF LAGUNA HILLS" are inscribed around the top inner edge of the seal, and "1991" is at the bottom. Overlaid on the seal is the text "ZTA-04-12-2230" and "Attachment #4" in large, bold, black font.

ZTA-04-12-2230
Attachment #4

Senate Bill 2 Text

Senate Bill No. 2

CHAPTER 633

An act to amend Sections 65582, 65583, and 65589.5 of the Government Code, relating to local planning.

[Approved by Governor October 13, 2007. Filed with
Secretary of State October 13, 2007.]

LEGISLATIVE COUNSEL'S DIGEST

SB 2, Cedillo. Local planning.

(1) The Planning and Zoning Law requires the housing element of the general plan of a city, county, or city and county to contain, among other things, an assessment of housing needs, including an inventory of land suitable for residential development, and a program with a 5-year schedule of actions that the local government is undertaking or intends to undertake to implement the goals and objectives of the housing element. This program is also required to identify adequate sites with zoning that permits owner-occupied and multifamily residential use by right, including the development of farmworker housing for low- and very low income households.

This bill would add emergency shelters to these provisions, as specified, and would add provisions to the housing element that would require a local government to identify a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. The bill would also authorize a local government to satisfy all or part of this requirement by adopting and implementing a multijurisdictional agreement, as specified, and would delete multifamily residential use from these provisions. By increasing the duties of local public officials, the bill would create a state-mandated local program.

(2) The Planning and Zoning Law requires that a local agency not disapprove a housing development project, including farmworker housing, for very low, low-, or moderate-income households or condition its approval, including through the use of design review standards, in a manner that renders the project infeasible for development for those households unless it makes written findings, based upon substantial evidence in the record, as to one of a number of specified conditions.

This bill would add supportive housing, transitional housing, and emergency shelters to these provisions and would revise the conditions upon which a disapproval or a conditional approval of an emergency shelter is based. The bill would define supportive housing and transitional housing. By increasing the duties of local public officials, the bill would impose a state-mandated local program.

(3) The bill would also make other technical and conforming changes to these provisions.

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) Homelessness is a statewide problem that affects many cities and counties. There are an estimated 360,000 homeless individuals and families in California. In some counties, like Los Angeles, an estimated 254,000 men, women, and children experience homelessness over the course of each year. Some of the causes of homelessness are mental illness, substance abuse, prison release, and lack of affordable housing.

(b) Because homelessness affects people of all races, gender, age, and geographic location there is a growing need for every city and county to plan for the location of adequate emergency shelters. Many people experiencing homelessness, primarily youth and single individuals, need shelter but also have a need for residential substance abuse and mental health services.

(c) The lack or shortage of emergency shelters for homeless individuals and families in cities and counties across the state leads to the concentration of services in inner cities and poor communities, like the skid row area in downtown Los Angeles.

(d) In order to ensure access to services in every city and county for homeless individuals and families, it is important that cities and counties plan for these services to address the special needs and circumstances of this threatened population.

(e) It is the responsibility of cities and counties to plan and identify areas for emergency shelters. Cities and counties should include this as part of their planning process and locate emergency shelters where most appropriate in their community. The state should not dictate where these emergency shelters should be located.

(f) It is the responsibility of the Legislature to promote strong communities and ensure that housing and residential services are available in all communities.

SEC. 2. Section 65582 of the Government Code is amended to read:

65582. As used in this article, the following definitions apply:

(a) “Community,” “locality,” “local government,” or “jurisdiction” means a city, city and county, or county.

(b) “Council of governments” means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 1 of Title 1.

(c) “Department” means the Department of Housing and Community Development.

(d) “Emergency shelter” has the same meaning as defined in subdivision

(e) of Section 50801 of the Health and Safety Code.

(e) “Housing element” or “element” means the housing element of the community’s general plan, as required pursuant to this article and subdivision (c) of Section 65302.

(f) “Supportive housing” has the same meaning as defined in subdivision (b) of Section 50675.14 of the Health and Safety Code.

(g) “Transitional housing” has the same meaning as defined in subdivision (h) of Section 50675.2 of the Health and Safety Code.

SEC. 3. Section 65583 of the Government Code is amended to read:

65583. The housing element shall consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, and shall make adequate provision for the existing and projected needs of all economic segments of the community. The element shall contain all of the following:

(a) An assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs. The assessment and inventory shall include all of the following:

(1) An analysis of population and employment trends and documentation of projections and a quantification of the locality’s existing and projected housing needs for all income levels, including extremely low income households, as defined in subdivision (b) of Section 50105 and Section 50106 of the Health and Safety Code. These existing and projected needs shall include the locality’s share of the regional housing need in accordance with Section 65584. Local agencies shall calculate the subset of very low income households allotted under Section 65584 that qualify as extremely low income households. The local agency may either use available census data to calculate the percentage of very low income households that qualify as extremely low income households or presume that 50 percent of the very low income households qualify as extremely low income households. The number of extremely low income households and very low income households shall equal the jurisdiction’s allocation of very low income households pursuant to Section 65584.

(2) An analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, including overcrowding, and housing stock condition.

(3) An inventory of land suitable for residential development, including vacant sites and sites having potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites.

(4) (A) The identification of a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. The identified zone or zones shall include sufficient

capacity to accommodate the need for emergency shelter identified in paragraph (7), except that each local government shall identify a zone or zones that can accommodate at least one year-round emergency shelter. If the local government cannot identify a zone or zones with sufficient capacity, the local government shall include a program to amend its zoning ordinance to meet the requirements of this paragraph within one year of the adoption of the housing element. The local government may identify additional zones where emergency shelters are permitted with a conditional use permit. The local government shall also demonstrate that existing or proposed permit processing, development, and management standards are objective and encourage and facilitate the development of, or conversion to, emergency shelters. Emergency shelters may only be subject to those development and management standards that apply to residential or commercial development within the same zone except that a local government may apply written, objective standards that include all of the following:

(i) The maximum number of beds or persons permitted to be served nightly by the facility.

(ii) Off-street parking based upon demonstrated need, provided that the standards do not require more parking for emergency shelters than for other residential or commercial uses within the same zone.

(iii) The size and location of exterior and interior onsite waiting and client intake areas.

(iv) The provision of onsite management.

(v) The proximity to other emergency shelters, provided that emergency shelters are not required to be more than 300 feet apart.

(vi) The length of stay.

(vii) Lighting.

(viii) Security during hours that the emergency shelter is in operation.

(B) The permit processing, development, and management standards applied under this paragraph shall not be deemed to be discretionary acts within the meaning of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(C) A local government that can demonstrate to the satisfaction of the department the existence of one or more emergency shelters either within its jurisdiction or pursuant to a multijurisdictional agreement that can accommodate that jurisdiction's need for emergency shelter identified in paragraph (7) may comply with the zoning requirements of subparagraph (A) by identifying a zone or zones where new emergency shelters are allowed with a conditional use permit.

(D) A local government with an existing ordinance or ordinances that comply with this paragraph shall not be required to take additional action to identify zones for emergency shelters. The housing element must only describe how existing ordinances, policies, and standards are consistent with the requirements of this paragraph.

(5) An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of

subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (6), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. The analysis shall also demonstrate local efforts to remove governmental constraints that hinder the locality from meeting its share of the regional housing need in accordance with Section 65584 and from meeting the need for housing for persons with disabilities, supportive housing, transitional housing, and emergency shelters identified pursuant to paragraph (6). Transitional housing and supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

(6) An analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the availability of financing, the price of land, and the cost of construction.

(7) An analysis of any special housing needs, such as those of the elderly, persons with disabilities, large families, farmworkers, families with female heads of households, and families and persons in need of emergency shelter. The need for emergency shelter shall be assessed based on annual and seasonal need. The need for emergency shelter may be reduced by the number of supportive housing units that are identified in an adopted 10-year plan to end chronic homelessness and that are either vacant or for which funding has been identified to allow construction during the planning period.

(8) An analysis of opportunities for energy conservation with respect to residential development.

(9) An analysis of existing assisted housing developments that are eligible to change from low-income housing uses during the next 10 years due to termination of subsidy contracts, mortgage prepayment, or expiration of restrictions on use. “Assisted housing developments,” for the purpose of this section, shall mean multifamily rental housing that receives governmental assistance under federal programs listed in subdivision (a) of Section 65863.10, state and local multifamily revenue bond programs, local redevelopment programs, the federal Community Development Block Grant Program, or local in-lieu fees. “Assisted housing developments” shall also include multifamily rental units that were developed pursuant to a local inclusionary housing program or used to qualify for a density bonus pursuant to Section 65916.

(A) The analysis shall include a listing of each development by project name and address, the type of governmental assistance received, the earliest possible date of change from low-income use and the total number of elderly and nonelderly units that could be lost from the locality’s low-income housing stock in each year during the 10-year period. For purposes of state and federally funded projects, the analysis required by this subparagraph need only contain information available on a statewide basis.

(B) The analysis shall estimate the total cost of producing new rental housing that is comparable in size and rent levels, to replace the units that

could change from low-income use, and an estimated cost of preserving the assisted housing developments. This cost analysis for replacement housing may be done aggregately for each five-year period and does not have to contain a project-by-project cost estimate.

(C) The analysis shall identify public and private nonprofit corporations known to the local government which have legal and managerial capacity to acquire and manage these housing developments.

(D) The analysis shall identify and consider the use of all federal, state, and local financing and subsidy programs which can be used to preserve, for lower income households, the assisted housing developments, identified in this paragraph, including, but not limited to, federal Community Development Block Grant Program funds, tax increment funds received by a redevelopment agency of the community, and administrative fees received by a housing authority operating within the community. In considering the use of these financing and subsidy programs, the analysis shall identify the amounts of funds under each available program which have not been legally obligated for other purposes and which could be available for use in preserving assisted housing developments.

(b) (1) A statement of the community's goals, quantified objectives, and policies relative to the maintenance, preservation, improvement, and development of housing.

(2) It is recognized that the total housing needs identified pursuant to subdivision (a) may exceed available resources and the community's ability to satisfy this need within the content of the general plan requirements outlined in Article 5 (commencing with Section 65300). Under these circumstances, the quantified objectives need not be identical to the total housing needs. The quantified objectives shall establish the maximum number of housing units by income category, including extremely low income, that can be constructed, rehabilitated, and conserved over a five-year time period.

(c) A program which sets forth a five-year schedule of actions the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, the provision of regulatory concessions and incentives, and the utilization of appropriate federal and state financing and subsidy programs when available and the utilization of moneys in a low- and moderate-income housing fund of an agency if the locality has established a redevelopment project area pursuant to the Community Redevelopment Law (Division 24 (commencing with Section 33000) of the Health and Safety Code). In order to make adequate provision for the housing needs of all economic segments of the community, the program shall do all of the following:

(1) Identify actions that will be taken to make sites available during the planning period of the general plan with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory

completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing.

(A) Where the inventory of sites, pursuant to paragraph (3) of subdivision (a), does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to Section 65584, the program shall identify sites that can be developed for housing within the planning period pursuant to subdivision (h) of Section 65583.2.

(B) Where the inventory of sites pursuant to paragraph (3) of subdivision (a) does not identify adequate sites to accommodate the need for farmworker housing, the program shall provide for sufficient sites to meet the need with zoning that permits farmworker housing use by right, including density and development standards that could accommodate and facilitate the feasibility of the development of farmworker housing for low- and very low income households.

(2) Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.

(3) Address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.

(4) Conserve and improve the condition of the existing affordable housing stock, which may include addressing ways to mitigate the loss of dwelling units demolished by public or private action.

(5) Promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability.

(6) Preserve for lower income households the assisted housing developments identified pursuant to paragraph (9) of subdivision (a). The program for preservation of the assisted housing developments shall utilize, to the extent necessary, all available federal, state, and local financing and subsidy programs identified in paragraph (9) of subdivision (a), except where a community has other urgent needs for which alternative funding sources are not available. The program may include strategies that involve local regulation and technical assistance.

(7) The program shall include an identification of the agencies and officials responsible for the implementation of the various actions and the means by which consistency will be achieved with other general plan elements and community goals. The local government shall make a diligent effort to achieve public participation of all economic segments of the

community in the development of the housing element, and the program shall describe this effort.

(d) (1) A local government may satisfy all or part of its requirement to identify a zone or zones suitable for the development of emergency shelters pursuant to paragraph (4) of subdivision (a) by adopting and implementing a multijurisdictional agreement, with a maximum of two other adjacent communities, that requires the participating jurisdictions to develop at least one year-round emergency shelter within two years of the beginning of the planning period.

(2) The agreement shall allocate a portion of the new shelter capacity to each jurisdiction as credit towards its emergency shelter need, and each jurisdiction shall describe how the capacity was allocated as part of its housing element.

(3) Each member jurisdiction of a multijurisdictional agreement shall describe in its housing element all of the following:

(A) How the joint facility will meet the jurisdiction's emergency shelter need.

(B) The jurisdiction's contribution to the facility for both the development and ongoing operation and management of the facility.

(C) The amount and source of the funding that the jurisdiction contributes to the facility.

(4) The aggregate capacity claimed by the participating jurisdictions in their housing elements shall not exceed the actual capacity of the shelter.

(e) Except as otherwise provided in this article, amendments to this article that alter the required content of a housing element shall apply to both of the following:

(1) A housing element or housing element amendment prepared pursuant to subdivision (e) of Section 65588 or Section 65584.02, when a city, county, or city and county submits a draft to the department for review pursuant to Section 65585 more than 90 days after the effective date of the amendment to this section.

(2) Any housing element or housing element amendment prepared pursuant to subdivision (e) of Section 65588 or Section 65584.02, when the city, county, or city and county fails to submit the first draft to the department before the due date specified in Section 65588 or 65584.02.

SEC. 4. Section 65589.5 of the Government Code is amended to read:

65589.5. (a) The Legislature finds and declares all of the following:

(1) The lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California.

(2) California housing has become the most expensive in the nation. The excessive cost of the state's housing supply is partially caused by activities and policies of many local governments that limit the approval of housing, increase the cost of land for housing, and require that high fees and exactions be paid by producers of housing.

(3) Among the consequences of those actions are discrimination against low-income and minority households, lack of housing to support employment

growth, imbalance in jobs and housing, reduced mobility, urban sprawl, excessive commuting, and air quality deterioration.

(4) Many local governments do not give adequate attention to the economic, environmental, and social costs of decisions that result in disapproval of housing projects, reduction in density of housing projects, and excessive standards for housing projects.

(b) It is the policy of the state that a local government not reject or make infeasible housing developments, including emergency shelters, that contribute to meeting the need determined pursuant to this article without a thorough analysis of the economic, social, and environmental effects of the action and without complying with subdivision (d).

(c) The Legislature also recognizes that premature and unnecessary development of agricultural lands for urban uses continues to have adverse effects on the availability of those lands for food and fiber production and on the economy of the state. Furthermore, it is the policy of the state that development should be guided away from prime agricultural lands; therefore, in implementing this section, local jurisdictions should encourage, to the maximum extent practicable, in filling existing urban areas.

(d) A local agency shall not disapprove a housing development project, including farmworker housing as defined in subdivision (d) of Section 50199.50 of the Health and Safety Code, for very low, low-, or moderate-income households, or an emergency shelter, or condition approval in a manner that renders the project infeasible for development for the use of very low, low-, or moderate-income households, or an emergency shelter, including through the use of design review standards, unless it makes written findings, based upon substantial evidence in the record, as to one of the following:

(1) The jurisdiction has adopted a housing element pursuant to this article that has been revised in accordance with Section 65588, is in substantial compliance with this article, and the jurisdiction has met or exceeded its share of the regional housing need allocation pursuant to Section 65584 for the planning period for the income category proposed for the housing development project, provided that any disapproval or conditional approval shall not be based on any of the reasons prohibited by Section 65008. If the housing development project includes a mix of income categories, and the jurisdiction has not met or exceeded its share of the regional housing need for one or more of those categories, then this paragraph shall not be used to disapprove or conditionally approve the project. The share of the regional housing need met by the jurisdiction shall be calculated consistently with the forms and definitions that may be adopted by the Department of Housing and Community Development pursuant to Section 65400. In the case of an emergency shelter, the jurisdiction shall have met or exceeded the need for emergency shelter, as identified pursuant to paragraph (7) of subdivision (a) of Section 65583. Any disapproval or conditional approval pursuant to this paragraph shall be in accordance with applicable law, rule, or standards.

(2) The development project or emergency shelter as proposed would have a specific, adverse impact upon the public health or safety, and there

is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households or rendering the development of the emergency shelter financially infeasible. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.

(3) The denial of the project or imposition of conditions is required in order to comply with specific state or federal law, and there is no feasible method to comply without rendering the development unaffordable to low- and moderate-income households or rendering the development of the emergency shelter financially infeasible.

(4) The development project or emergency shelter is proposed on land zoned for agriculture or resource preservation that is surrounded on at least two sides by land being used for agricultural or resource preservation purposes, or which does not have adequate water or wastewater facilities to serve the project.

(5) The development project or emergency shelter is inconsistent with both the jurisdiction’s zoning ordinance and general plan land use designation as specified in any element of the general plan as it existed on the date the application was deemed complete, and the jurisdiction has adopted a revised housing element in accordance with Section 65588 that is in substantial compliance with this article.

(A) This paragraph cannot be utilized to disapprove or conditionally approve a housing development project if the development project is proposed on a site that is identified as suitable or available for very low, low-, or moderate-income households in the jurisdiction’s housing element, and consistent with the density specified in the housing element, even though it is inconsistent with both the jurisdiction’s zoning ordinance and general plan land use designation.

(B) If the local agency has failed to identify in the inventory of land in its housing element sites that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction’s share of the regional housing need for all income levels pursuant to Section 65584, then this paragraph shall not be utilized to disapprove or conditionally approve a housing development project proposed for a site designated in any element of the general plan for residential uses or designated in any element of the general plan for commercial uses if residential uses are permitted or conditionally permitted within commercial designations. In any action in court, the burden of proof shall be on the local agency to show that its housing element does identify adequate sites with appropriate zoning and development standards and with services and facilities to accommodate the local agency’s share of the regional housing need for the very low and low-income categories.

(C) If the local agency has failed to identify a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit, has failed to demonstrate that the identified zone or zones include sufficient capacity to accommodate the need for emergency shelter identified in paragraph (7) of subdivision (a) of Section 65583, or has failed to demonstrate that the identified zone or zones can accommodate at least one emergency shelter, as required by paragraph (4) of subdivision (a) of Section 65583, then this paragraph shall not be utilized to disapprove or conditionally approve an emergency shelter proposed for a site designated in any element of the general plan for industrial, commercial, or multifamily residential uses. In any action in court, the burden of proof shall be on the local agency to show that its housing element does satisfy the requirements of paragraph (4) of subdivision (a) of Section 65583.

(e) Nothing in this section shall be construed to relieve the local agency from complying with the Congestion Management Program required by Chapter 2.6 (commencing with Section 65088) of Division 1 of Title 7 or the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code). Neither shall anything in this section be construed to relieve the local agency from making one or more of the findings required pursuant to Section 21081 of the Public Resources Code or otherwise complying with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(f) (1) Nothing in this section shall be construed to prohibit a local agency from requiring the development project to comply with objective, quantifiable, written development standards, conditions, and policies appropriate to, and consistent with, meeting the jurisdiction's share of the regional housing need pursuant to Section 65584. However, the development standards, conditions, and policies shall be applied to facilitate and accommodate development at the density permitted on the site and proposed by the development.

(2) Nothing in this section shall be construed to prohibit a local agency from requiring an emergency shelter project to comply with objective, quantifiable, written development standards, conditions, and policies that are consistent with paragraph (4) of subdivision (a) of Section 65583 and appropriate to, and consistent with, meeting the jurisdiction's need for emergency shelter, as identified pursuant to paragraph (7) of subdivision (a) of Section 65583. However, the development standards, conditions, and policies shall be applied by the local agency to facilitate and accommodate the development of the emergency shelter project.

(3) This section does not prohibit a local agency from imposing fees and other exactions otherwise authorized by law that are essential to provide necessary public services and facilities to the development project or emergency shelter.

(g) This section shall be applicable to charter cities because the Legislature finds that the lack of housing, including emergency shelter, is a critical statewide problem.

(h) The following definitions apply for the purposes of this section:

(1) “Feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

(2) “Housing development project” means a use consisting of any of the following:

(A) Residential units only.

(B) Mixed-use developments consisting of residential and nonresidential uses in which nonresidential uses are limited to neighborhood commercial uses and to the first floor of buildings that are two or more stories. As used in this paragraph, “neighborhood commercial” means small-scale general or specialty stores that furnish goods and services primarily to residents of the neighborhood.

(C) Transitional housing or supportive housing.

(3) “Housing for very low, low-, or moderate-income households” means that either (A) at least 20 percent of the total units shall be sold or rented to lower income households, as defined in Section 50079.5 of the Health and Safety Code, or (B) 100 percent of the units shall be sold or rented to moderate-income households as defined in Section 50093 of the Health and Safety Code, or middle-income households, as defined in Section 65008 of this code. Housing units targeted for lower income households shall be made available at a monthly housing cost that does not exceed 30 percent of 60 percent of area median income with adjustments for household size made in accordance with the adjustment factors on which the lower income eligibility limits are based. Housing units targeted for persons and families of moderate income shall be made available at a monthly housing cost that does not exceed 30 percent of 100 percent of area median income with adjustments for household size made in accordance with the adjustment factors on which the moderate-income eligibility limits are based.

(4) “Area median income” means area median income as periodically established by the Department of Housing and Community Development pursuant to Section 50093 of the Health and Safety Code. The developer shall provide sufficient legal commitments to ensure continued availability of units for very low or low-income households in accordance with the provisions of this subdivision for 30 years.

(5) “Disapprove the development project” includes any instance in which a local agency does either of the following:

(A) Votes on a proposed housing development project application and the application is disapproved.

(B) Fails to comply with the time periods specified in subparagraph (B) of paragraph (1) of subdivision (a) of Section 65950. An extension of time pursuant to Article 5 (commencing with Section 65950) shall be deemed to be an extension of time pursuant to this paragraph.

(i) If any city, county, or city and county denies approval or imposes restrictions, including design changes, a reduction of allowable densities or the percentage of a lot that may be occupied by a building or structure under the applicable planning and zoning in force at the time the application is deemed complete pursuant to Section 65943, that have a substantial adverse effect on the viability or affordability of a housing development for very low, low-, or moderate-income households, and the denial of the development or the imposition of restrictions on the development is the subject of a court action which challenges the denial, then the burden of proof shall be on the local legislative body to show that its decision is consistent with the findings as described in subdivision (d) and that the findings are supported by substantial evidence in the record.

(j) When a proposed housing development project complies with applicable, objective general plan and zoning standards and criteria, including design review standards, in effect at the time that the housing development project's application is determined to be complete, but the local agency proposes to disapprove the project or to approve it upon the condition that the project be developed at a lower density, the local agency shall base its decision regarding the proposed housing development project upon written findings supported by substantial evidence on the record that both of the following conditions exist:

(1) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(2) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

(k) The applicant or any person who would be eligible to apply for residency in the development or emergency shelter may bring an action to enforce this section. If in any action brought to enforce the provisions of this section, a court finds that the local agency disapproved a project or conditioned its approval in a manner rendering it infeasible for the development of an emergency shelter, or housing for very low, low-, or moderate-income households, including farmworker housing, without making the findings required by this section or without making sufficient findings supported by substantial evidence, the court shall issue an order or judgment compelling compliance with this section within 60 days, including, but not limited to, an order that the local agency take action on the development project or emergency shelter. The court shall retain jurisdiction to ensure that its order or judgment is carried out and shall award reasonable attorney's fees and costs of suit to the plaintiff or petitioner who proposed the housing development or emergency shelter, except under extraordinary

circumstances in which the court finds that awarding fees would not further the purposes of this section. If the court determines that its order or judgment has not been carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled, including, but not limited to, an order to vacate the decision of the local agency, in which case the application for the project, as constituted at the time the local agency took the initial action determined to be in violation of this section, along with any standard conditions determined by the court to be generally imposed by the local agency on similar projects, shall be deemed approved unless the applicant consents to a different decision or action by the local agency.

(l) If the court finds that the local agency (1) acted in bad faith when it disapproved or conditionally approved the housing development or emergency shelter in violation of this section and (2) failed to carry out the court's order or judgment within 60 days as described in subdivision (k), the court in addition to any other remedies provided by this section, may impose fines upon the local agency that the local agency shall be required to deposit into a housing trust fund. Fines shall not be paid from funds that are already dedicated for affordable housing, including, but not limited to, redevelopment or low- and moderate-income housing funds and federal HOME and CDBG funds. The local agency shall commit the money in the trust fund within five years for the sole purpose of financing newly constructed housing units affordable to extremely low, very low, or low-income households. For purposes of this section, "bad faith" shall mean an action that is frivolous or otherwise entirely without merit.

(m) Any action brought to enforce the provisions of this section shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure, and the local agency shall prepare and certify the record of proceedings in accordance with subdivision (c) of Section 1094.6 of the Code of Civil Procedure no later than 30 days after the petition is served, provided that the cost of preparation of the record shall be borne by the local agency. Upon entry of the trial court's order, a party shall, in order to obtain appellate review of the order, file a petition within 20 days after service upon it of a written notice of the entry of the order, or within such further time not exceeding an additional 20 days as the trial court may for good cause allow. If the local agency appeals the judgment of the trial court, the local agency shall post a bond, in an amount to be determined by the court, to the benefit of the plaintiff if the plaintiff is the project applicant.

(n) In any action, the record of the proceedings before the local agency shall be filed as expeditiously as possible and, notwithstanding Section 1094.6 of the Code of Civil Procedure or subdivision (m) of this section, all or part of the record may be prepared (1) by the petitioner with the petition or petitioner's points and authorities, (2) by the respondent with respondent's points and authorities, (3) after payment of costs by the petitioner, or (4) as otherwise directed by the court. If the expense of preparing the record has been borne by the petitioner and the petitioner is the prevailing party, the expense shall be taxable as costs.

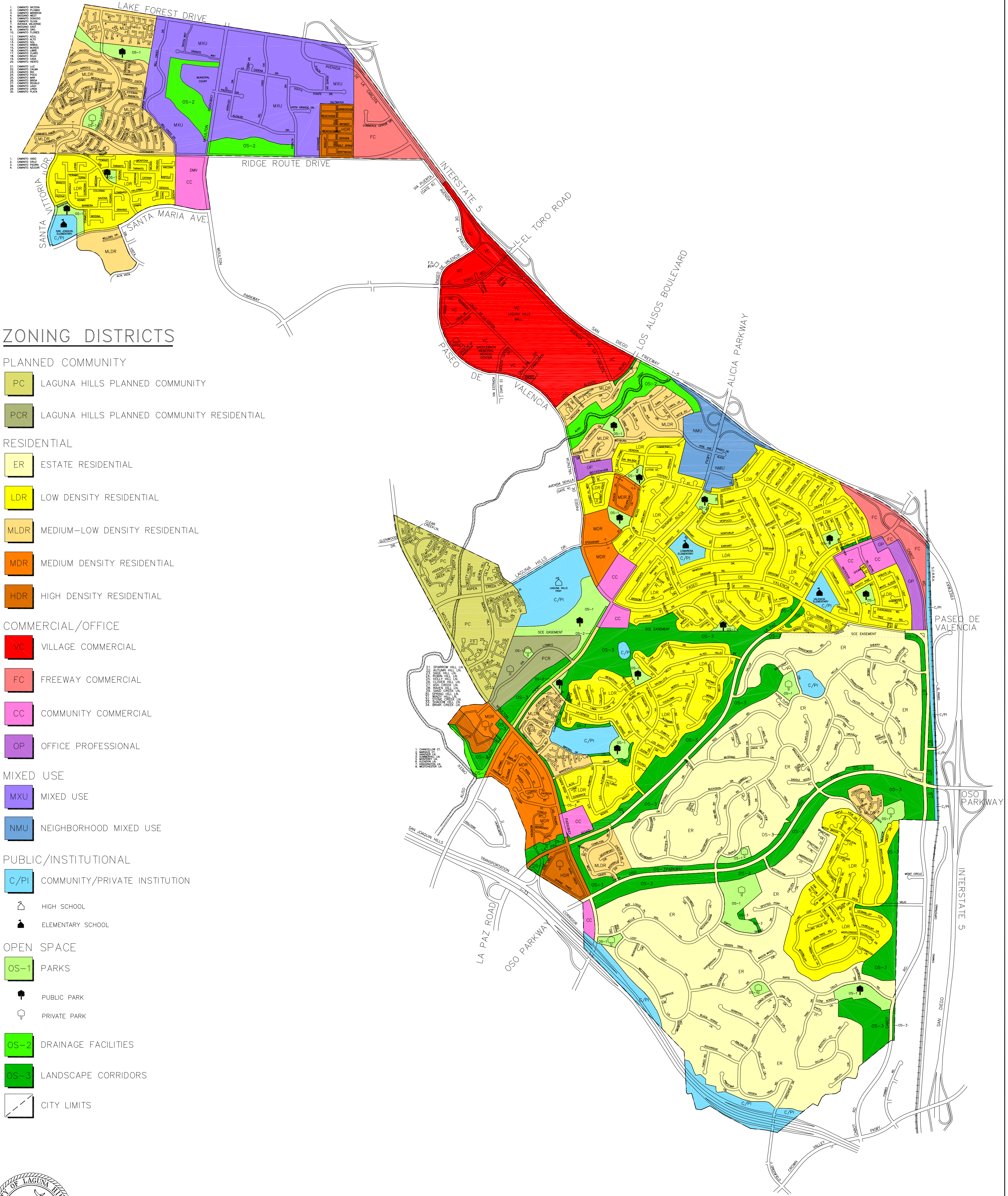
(o) This section shall be known, and may be cited, as the Housing Accountability Act.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

O

ZTA-04-12-2230
Attachment #5

City of Laguna Hills Zoning Map



ZONING DISTRICTS

PLANNED COMMUNITY

- PC LAGUNA HILLS PLANNED COMMUNITY
- PCR LAGUNA HILLS PLANNED COMMUNITY RESIDENTIAL

RESIDENTIAL

- ER ESTATE RESIDENTIAL
- LDR LOW DENSITY RESIDENTIAL
- MLDR MEDIUM-LOW DENSITY RESIDENTIAL
- MDR MEDIUM DENSITY RESIDENTIAL
- HDR HIGH DENSITY RESIDENTIAL

COMMERCIAL/OFFICE

- VC VILLAGE COMMERCIAL
- FC FREEWAY COMMERCIAL
- CC COMMUNITY COMMERCIAL
- OP OFFICE PROFESSIONAL

MIXED USE

- MXU MIXED USE
- NMU NEIGHBORHOOD MIXED USE

PUBLIC/INSTITUTIONAL

- C/PI COMMUNITY/PRIVATE INSTITUTION

- HIGH SCHOOL
- ELEMENTARY SCHOOL

OPEN SPACE

- OS-1 PARKS
- PUBLIC PARK
- PRIVATE PARK
- OS-2 DRAINAGE FACILITIES
- OS-3 LANDSCAPE CORRIDORS
- CITY LIMITS



CITY OF LAGUNA HILLS
ZONING DISTRICT MAP

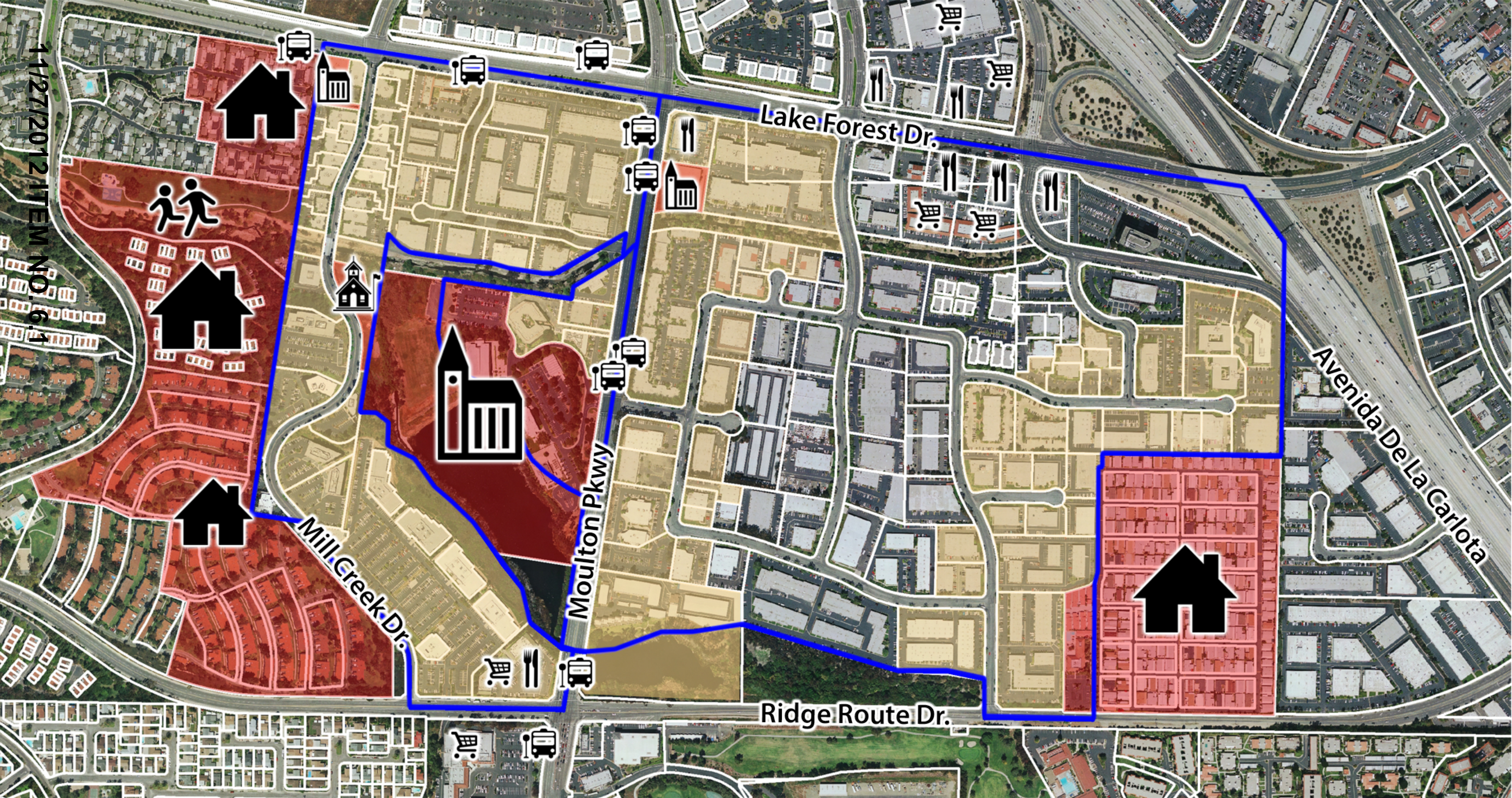
DATE	REVISION
11/14/95	Adoption of Zoning Ordinance
07/01/96	Annexation Effective
09/18/00	PC Annexation
06/26/01	Nelle Gail Subdivision
09/25/09	Adoption of Zoning District Map Amendment

PREPARED BY THE PLANNING CENTER 0 600 1,200

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a rider on a horse in a field, with a fence and trees in the background. The words "CITY OF LAGUNA HILLS" are written in a circular path around the top of the seal, and "1991" is at the bottom. The seal is faded and serves as a background for the text.

ZTA-04-12-2230
Attachment #6

**Sensitive Uses in the Mixed Use Zone
500' Buffer Map**

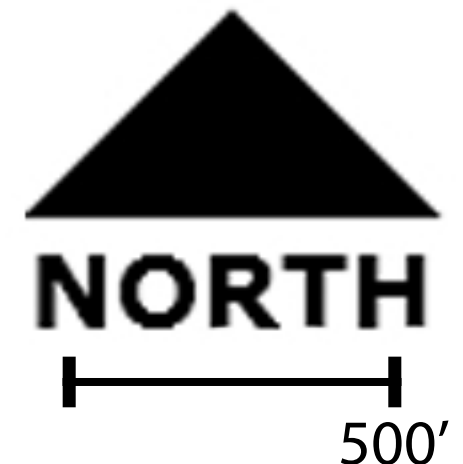


Legend:

-  Homes
-  Schools
-  Churches
-  Parks
-  Bus Stops
-  Retail
-  Restaurants

Sensitive Uses in the Mixed Use Zone

500' Buffer Map





ZTA-04-12-2230

Attachment #7

Negative Declaration

Initial Study/Negative Declaration

Senate Bill 2 Zoning Text Amendment

ZTA-04-12-2230

Prepared by:

City of Laguna Hills
Community Development Department
24035 El Toro Road
Laguna Hills, CA 92653



Public Hearing Date:

November 27, 2012

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Chapter 1: Project Description

1.1: Project Title

ZTA-04-12-2230, Senate Bill 2 Zoning Text Amendment

1.2: Lead Agency Name and Address

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

1.3: Contact Person and Phone Number

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Planning/Code Enforcement Aide
City of Laguna Hills
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1.4: Project Location

The City of Laguna Hills (City-wide zoning text amendment)

1.5: Project Sponsor's Name and Address

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

1.6: General Plan Land Use Designation

The primary General Plan areas affected include: Mixed Use; Estate Residential; Low Density Residential; Medium-Low Density Residential; Medium Density Residential; High Density Residential; Village Commercial; and Public/Institutional.

1.7: Zoning District

The primary zoning districts affected include: Mixed Use; Estate Residential; Low Density Residential; Medium Low Density Residential; Medium Density Residential; High Density Residential; Village Commercial; and Community/Private Institutional.

1.8: Project Description

1.8.1: Introduction

In accordance with the California Environmental Quality Act (CEQA) Public Resources Code Section 21000-21177, the following Initial Study has been prepared for the proposed zoning text amendment project to determine potential significant impacts upon the environment. This Initial Study has been prepared by the Lead Agency, the City of Laguna Hills (“City”), with the purpose of informing decision-makers, affected agencies, and the public of potential environmental impacts associated with the implementation of the proposed project. Upon completion of the Initial Study, a determination is rendered as to whether the proposed project will or will not have a significant impact on the environment. Should the proposed project be found to have a less than significant impact on the environment, a Negative Declaration will be prepared.

1.8.2: Project History

In 2007, the State of California enacted legislation commonly referred to as Senate Bill 2 (SB 2), which requires local agencies to address the housing needs for homeless populations in their communities. Specifically, SB 2 requires local agencies to do the following:

1. Identify their “need” for an emergency shelter based upon an estimate of the homeless population in their jurisdiction.
2. Provide one or more zoning districts that allow emergency shelters without a conditional use permit or other discretionary permit. The identified zone or zones must have sufficient capacity to meet all of the locally identified need for an emergency shelter.
3. Allow transitional and supportive housing in residential zones as a residential use subject only to those standards that apply to other residential uses in the same zoning district.

The City’s General Plan Housing Element, adopted in 2009, identifies the City’s Mixed Use zone as suitable to allow emergency shelters without a discretionary permit and sets forth an implementation policy to bring the City’s Development Code into compliance with SB 2 and into consistency with the General Plan. This policy directs the City to make the following zoning text amendments, which are analyzed in this Initial Study:

1. **Separate the definitions for “emergency shelter,” “transitional care facility,” and “community care facility.”** Currently, the Code’s definition for “community care facility” encompasses both emergency shelters and transitional care facilities. The proposed zoning text amendment will provide separate definitions for these facilities consistent with the California Health and Safety Code.

2. **Update the definition for “emergency shelter” and add definitions for “supportive housing,” and “transitional housing” consistent with the provisions of the California Health and Safety Code.** Currently, the Code contains a definition for “emergency shelter” that is inconsistent with the definition for “emergency shelter” in the California Health and Safety Code. The Code also does not contain definitions for “supportive housing” or “transitional housing.” The proposed zoning text amendment will correct this by updating or adding definitions for these terms that are consistent with the definitions provided in the California Health and Safety Code.
3. **Explicitly allow emergency shelters in the Mixed Use zone subject to the development standards allowed by State law.** The Code currently permits emergency shelters for 12 or fewer individuals in the Village Commercial, Mixed Use, and Community/Private Institution zones. Inconsistent with SB 2’s requirements, emergency shelters for greater than 12 individuals require a conditional use permit. The proposed zoning text amendment will allow emergency shelters serving up to 20 individuals (the City’s identified need) in the Mixed Use zone without a conditional use permit or other discretionary permit. Emergency shelters will be subject to development standards allowed by State law. Finally, emergency shelters will be removed from the Village Commercial and Community/Private Institution zones as a permitted use.
4. **Allow transitional housing and supportive housing in residential zones as a residential use subject to the same standards that apply to other residential uses of the same type in the same zone.** The Code currently allows transitional care facilities for 12 or fewer individuals as a permitted use in the Village Commercial, Mixed Use, and Community/Private Institution zones. The proposed amendment will allow transitional housing and supportive housing for six or fewer individuals as a permitted use in all residential zones.

1.8.3: Surrounding Land Uses

As a city-wide zoning text amendment, a number of zones will be affected by the proposal, including: Estate Residential; Low Density Residential; Medium Low Density Residential; Medium Density Residential; High Density Residential; Village Commercial; Mixed Use; and Community/Private Institution. The City of Laguna itself encompasses 6.4 square miles in southern Orange County, and is surrounded by the cities of Irvine, Lake Forest, Mission Viejo, Laguna Niguel, Aliso Viejo, and Laguna Woods.

1.8.4: Required Approvals

The City of Laguna Hills is the lead agency with responsibility for approving the proposed zoning text amendment. No other public agency approvals are necessary.

Chapter 2: Determination

2.1: Environmental Factors Potentially Affected

☐	Aesthetics	☐	Agriculture & Forest Resources	☐	Air Quality
☐	Biological Resources	☐	Cultural Resources	☐	Geology/Soils
☐	Greenhouse Gas Emissions	☐	Hazards & Hazardous Materials	☐	Hydrology/Water Quality
☐	Land Use/Planning	☐	Mineral Resources	☐	Noise
☐	Population/Housing	☐	Public Services	☐	Recreation
☐	Transportation/Traffic	☐	Utilities/Service Systems	☐	Mandatory Findings of Significance

2.2: Determination (To be completed by the Lead Agency)

☒	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☐	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect has 1.) been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2.) has been addressed by mitigation measures based on the earlier analysis as prescribed on attached sheets. An ENVIRONMENTAL IMPACT REPORT (EIR) is required, but it must analyze only the effects that remain to be addressed.
☐	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects have 1.) been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and 2.) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Chris Dominguez
City of Laguna Hills Planning/Code Enforcement Aide

Date

Chapter 3: Evaluation of Environmental Impacts

3.1 – Aesthetics

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within view from a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Evaluation:

a) Have a substantial adverse effect on a scenic vista?

Less than significant impact. This zoning text amendment will establish policies for potential future development of emergency shelters, supportive housing, and transitional housing. No specific development proposal for constructing a new emergency shelter, supportive housing facility or transitional housing facility is under consideration at this time. The General Plan Program EIR identifies Laguna Hills as a nearly built-out community¹, so future development of emergency shelters, supportive housing, and transitional housing is expected to occur as infill development using existing commercial and residential structures. Therefore, the City does not anticipate a substantial adverse effect on a scenic vista from any new development that may occur as a result of this zoning text amendment. No mitigation measures are necessary.

¹ (City of Laguna Hills, 2009, pp. 4-1)

- b) **Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within view from a state scenic highway?**

No impact. According to the California Department of Transportation Scenic Highway Mapping System, the nearest state scenic highway is Pacific Coast Highway, approximately 4.8 miles away². Due to this highway's distance from the City and the lack of scenic resources within the City that may be seen from a state scenic highway, no impact will occur and no mitigation measures are necessary.

- c) **Substantially degrade the existing visual character or quality of the site and its surroundings?**

Less than significant impact. This zoning text amendment will establish policies for potential future development of emergency shelters, supportive housing, and transitional housing. No specific development proposal for constructing a new emergency shelter, supportive housing facility or transitional housing facility is under consideration at this time. Any new construction or conversion of a structure for an emergency shelter, supportive housing facility, or transitional housing facility will be subject to the development standards of the zone as well as the City's design regulations and standards as outlined in Municipal Code. These standards are designed to maintain the existing visual character and quality of the community, so no mitigation measures are necessary.

- d) **Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

Less than significant impact. No specific development of an emergency shelter, supportive housing facility, or transitional care facility will occur as a result of the proposed zoning text amendment. Future development of a facility may create a new source of substantial light or glare, but such a facility will be subject to the City's lighting standards outlined in sections 9-40.170 and 9-44.060.I of the Municipal Code. These standards are designed to mitigate adverse lighting impacts created from a project, so no mitigation measures are necessary.

3.2 – Agricultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Convert Prime	☐	☐	☐	☒

² (Transportation)

Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	☐	☐	☐	☒
d) Result in loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Evaluation:

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

No impact. The City of Laguna Hills is almost entirely built out, consisting primarily of developed urban land and City-maintained open space. As a result, no agricultural land uses exist within the City³ so no impact will occur and no mitigation measures are necessary.

- b) **Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

No impact. As previously identified, no agricultural land uses exist within the City of Laguna Hills. Therefore, the City of Laguna Hills Development Code does not maintain zoning districts for agricultural uses. In addition, no Williamson Act contracts are active for parcels located adjacent to the project site⁴. No impact will occur as a result of this project and no mitigation measures are necessary.

- c) **Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?**

No impact. There is no forest land located in or around the City. No impacts will occur and no mitigation measures are necessary.

- d) **Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?**

No impact. As previously noted, no agricultural land uses exist within the City of Laguna Hills. No mitigation measures are necessary.

3.3 – Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less than Significant Impact	No Impact
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³ (City of Laguna Hills, 2009, pp. 5.2-1 to 5.2-2)

⁴ (California Department of Conservation, 2007)

		Incorporation		
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

Evaluation:

a) Conflict with or obstruct implementation of the applicable air quality plan?

No impact. The City is located in the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The most recent applicable air quality plan for this area is the 2007 Air Quality Management Plan completed by the SCAQMD. Because the South Coast Air Basin is considered a nonattainment area, this project will not conflict with or obstruct implementation of this plan. No impact will occur and no mitigation measures are necessary.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

No impact. The proposed zoning text amendment will not violate any air quality standard or contribute substantially to an existing or projected air quality violation because no specific development project is proposed that would generate pollutant emissions. No impact will occur and no mitigation measures are necessary.

- c) **Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?**

No impact. The proposed zoning text amendment will not directly result in a considerable net increase of any criteria pollutant since no specific development project is being proposed with this amendment. Further, future construction-related activities and potential discharge of a criteria pollutant occurring as a result of this zoning text amendment cannot be accurately determined at this time. Individual development projects brought forward for emergency shelters, supportive housing facilities, and transitional housing facilities will be evaluated for their level of criteria pollutant discharge at that time. No mitigation measures are necessary.

- d) **Expose sensitive receptors to substantial pollutant concentrations?**

No impact. No specific development project is associated with this zoning text amendment. The types of land uses addressed in this zoning text amendment (emergency shelters, supportive housing, and transitional housing) and analyzed in this Initial Study do not expose sensitive receptors to substantial pollutant concentrations. No mitigation measures are necessary.

- e) **Create objectionable odors affecting a substantial number of people?**

No impact. This zoning text amendment will not result in creation of objectionable odors due to its implementation or due to future construction of emergency shelters, supportive housing facilities, or transitional housing facilities. No impact will occur and no mitigation measures are necessary.

3.4 – Biological Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species	☐	☐	☐	☒

identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological	☐	☐	☐	☒

resources, such as a tree preservation policy or ordinance?				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	☐	☐	☐	☒

Evaluation:

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

No impact. The proposed zoning text amendment will not result in an adverse effect on a sensitive habitat or species because no specific development is being considered with this project. Future development of emergency shelters, supportive housing facilities, and transitional housing facilities are most likely to occur in existing commercial and residential structures (rather than new construction) that will not directly or indirectly affect sensitive habitats or species. No impact will occur and no mitigation measures are necessary.

- b) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

No impact. The proposed zoning text amendment will not have an adverse effect on any riparian habitat or other sensitive natural community because no specific development project is being proposed at this time. The Laguna Hills General Plan Program EIR identifies a small portion of riparian forest located near the city border at Moulton Parkway and Laguna Hills Drive⁵. This riparian forest, identified as a "Southern Cottonwood Willow Riparian Forest," is located near the City's Westside Annexation neighborhood that could be the site of a supportive housing facility or transitional housing facility. These facilities typically utilize existing residences with minor modifications (instead of new construction) and do not have associated impacts greater than a typical residential use. No substantial impact is expected and no mitigation measures are necessary.

⁵ (City of Laguna Hills, 2009, pp. 5.4-6)

- c) **Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No impact. As identified in the Laguna Hills General Plan Program EIR, the city is home to a number of wetland vegetation communities associated with the Veeh Reservoir and its associated tributary of the San Diego Creek, Aliso Creek, Oso Creek, and small drainage features from municipal stormwater system facilities⁶. These hydrological features run through the Mixed Use zone and a number of residential zones throughout the city. No specific development project is associated with this project. The Mixed Use zone was chosen as suitable for the location of emergency shelters because of the great number of tilt-up construction buildings that can be reused instead of new construction⁷. Similarly, no new construction is expected to occur for supportive housing facilities and transitional housing facilities in residential zones. Therefore, no substantial adverse effect on wetlands or other hydrological features is expected to occur as part of this project.

- d) **Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

No impact. This project is located in a fully urbanized area, which does not support movement of native resident or migratory fish or wildlife species. No specific development proposal is being considered with this project and no new construction is expected to occur as a result of amending the City's zoning ordinance. No impact to migratory wildlife or established native species will occur and no mitigation measures are necessary.

- e) **Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

No impact. This project does not involve outdoor construction that would require any alteration of existing trees, shrubs, landscaping or other biological resources. No impact will occur and no mitigation measures are necessary.

- f) **Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?**

No impact. The project site is located in a fully urbanized area and is not located within or near land governed by habitat conservation plan. No impact will occur and no mitigation measures are necessary.

⁶ (City of Laguna Hills, 2009, pp. 5.4-5)

⁷ (City of Laguna Hills, 2009, H-59)

3.5 – Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

Evaluation:

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?

No impact. The City of Laguna Hills General Plan Program EIR, did not identify any historical sites within the City of Laguna Hills⁸. While there is always the possibility for new historical resources to be uncovered over time due to development activities, the proposed zoning text amendment does not include any specific development proposal involving exterior construction and thus, will not have an impact on historical resources. No mitigation measures are necessary.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

No impact. While the City of Laguna Hills General Plan Program EIR identifies fourteen (14) archeological sites within the City⁹, the proposed zoning text

⁸ (City of Laguna Hills, 2009, pp. 5.5-6)

⁹ (City of Laguna Hills, 2009, pp. 5.5-2)

amendment does not include any specific development proposal involving ground disturbances. No impact will occur and no mitigation measures are necessary.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No impact. The City of Laguna Hills General Plan EIR indicates that the City is home to paleontological resources ranging from no paleontological sensitivity to high sensitivity and that the “development of land” has the potential to impact known and unknown paleontological resources¹⁰. Because the proposed zoning text amendment does not involve the development of land, there will be no impact on paleontological resources. No mitigation measures are necessary.

d) Disturb any human remains, including those interred outside of formal cemeteries?

No impact. The proposed zoning text amendment will not involve any ground disturbing activities and no specific development proposal is being considered at this time. There are no known human remains within the project vicinity and no impacts are anticipated. No mitigation measures are necessary.

3.6 – Geology and Soils

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to	☐	☐	☐	☒

¹⁰ (City of Laguna Hills, 2009, pp. 5.5-6)

Division of Mines and Geology Special Publication 42.				
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

Evaluation:

a) **Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:**

I. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State

Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No impact. According to the latest Alquist-Priolo Earthquake Fault Zone maps¹¹, the City of Laguna Hills is not located within the boundaries of an established Alquist-Priolo Earthquake Fault Zone. According to the California Department of Conservation's Official Map of Seismic Hazards Zones¹², the City of Laguna Hills contains two documented faults with varying degrees of activity and damage potential. However, no specific development proposal is being considered with this project, and potential future development is not anticipated to expose people or structures to rupture of a known earthquake fault. No mitigation measures are necessary.

II. Strong seismic ground shaking?

No impact. The proposed zoning text amendment does not include a specific development proposal that may expose people or structures to the effects of strong seismic ground shaking. Any future development occurring as a result this zoning text amendment must comply with the California Building Code, which ensures that all structures built meet seismic integrity requirements for health and safety purposes during an earthquake. No mitigation measures are necessary.

III. Seismic-related ground failure, including liquefaction?

No impact. The proposed zoning text amendment does not include a specific development proposal that may expose people or structures to seismic-related ground failure, including liquefaction. While the city contains numerous landslide hazard zones and liquefaction hazard zones, no ground disturbances are anticipated that may cause seismic-related failure. No mitigation measures are necessary.

IV. Landslides?

No impact. Please see the response to item III above. No mitigation measures are necessary.

b) Result in substantial soil erosion or the loss of topsoil?

No impact. The proposed zoning text amendment does not include a specific development proposal that will result in substantial soil erosion or loss of topsoil. Due to the fully-developed nature of the City, it is expected that future development spurred by approval of this zoning text amendment will utilize existing buildings without the need for new construction. No impact is anticipated and no mitigation measures are necessary.

¹¹ (California Department of Conservation, 2010)

¹² (California Department of Conservation, 2006)

- c) **Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?**

No impact. Please see the response to item a.III above. No mitigation measures are necessary.

- d) **Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?**

No impact. The proposed zoning text amendment does not include a specific development proposal that will be located on expansive soil as defined in the Uniform Building Code. Any future development spurred by the approval of this zoning text amendment will be subject to established engineering standards that would be followed to ensure that a specific development will not create substantial risks to life or property related to expansive soils. No impacts are anticipated and no mitigation measures are necessary.

- e) **Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?**

No impact. The proposed zoning text amendment does not involve the use of septic tanks. Any future emergency shelter, supportive housing facility, or transitional housing facility will have its wastewater conveyed off-site via connections to the City's sanitary sewer system. No impact will occur and no mitigation measures are necessary.

3.7 – Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?	☐	☐	☐	☒

Evaluation:

- a) **Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

Less than significant impact. The proposed zoning text amendment will amend various sections of the City's Development Code and will not directly generate greenhouse gas emissions that may have a significant impact on the environment. Indirectly, this project may spur development of emergency shelters, supportive housing facilities, and transitional housing facilities that will generate greenhouse gas emissions that have a less than significant impact on the environment. These facilities are not expected to be larger in scale than a typical commercial or residential use and are expected to emit a similar amount of greenhouse gasses. As a result, no mitigation measures are necessary.

- b) **Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?**

No impact. The proposed zoning text amendment will not conflict with the Laguna Hills General Plan's goal and supporting policies targeted at making "meaningful choices to improve local and regional air quality and address climate change¹³." No mitigation measures are necessary.

3.8 – Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒

¹³ (City of Laguna Hills, 2009, pp. COS-30)

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a	☐	☐	☒	☐

significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				
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Evaluation:

a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?

No impact. The proposed zoning text amendment does not include a specific development proposal that will create a significant hazard through the routine transport, use or disposal of hazardous materials. The development and long-term operation of emergency shelters, supportive housing facilities, and transitional housing facilities typically does not include routine transport, use or disposal of hazardous materials, but any handling of hazardous materials will be regulated by California's Hazardous Materials Release Response Plans and Inventory Law and the California Medical Waste Management Act. No impact is anticipated and no mitigation measures are necessary.

b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

No impact. Please see the response to item a. above. No mitigation measures are necessary.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No impact. Please see the response to item a. above. No mitigation measures are necessary.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No impact. According to the Laguna Hills General Plan Program EIR, the City contains seven properties that are listed on the California Environmental Protection Agency's annual Hazardous Waste and Substances List (Cortese List)¹⁴. Of these properties, five are gas stations, one is a shopping center, and one is a green waste recycling facility. None of these properties are directly

¹⁴ (City of Laguna Hills, 2009, pp. 5.7-1 & 5.7-2)

affected by the proposed zoning text amendment and none of these properties are expected to be redeveloped for an emergency shelter, supportive housing facility, or transitional housing facility. No impact will occur and no mitigation measures are necessary.

- e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?**

No impact. The proposed zoning text amendment will have no effect on aircraft-related safety. The City is not located within an airport land use plan area and the nearest airport, John Wayne Airport (SNA), is located approximately over twelve miles away. Additionally, no private airstrip is located within the vicinity. No impact will occur and no mitigation measures are necessary.

- f) **For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

No impact. Please see the response to item e. above. No mitigation measures are necessary.

- g) **Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

No impact. The proposed zoning text amendment will not impair implementation of or physically interfere with the City's Emergency Operations Plan. No impact will occur and no mitigation measures are necessary.

- h) **Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

Less than significant impact. According to the latest fire hazard severity zone maps provided by Cal Fire, a number of predominantly residential areas at the northern, central, and southern areas of the city are designated as moderate to high fire hazard severity zones. No specific development proposal is being considered at this time that would expose people or structures to significant risk during a wildland fire event, but future establishment of a supportive or transitional housing facility could occur in existing residences located in these fire hazard severity zones. However, because the scale of these facilities is no greater than a typical residential use, the exposure to significant risk during a wildland fire event is no greater than the existing residents already experience. Therefore, a less than significant impact will occur and no mitigation measures are necessary.

3.9 – Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface	☐	☐	☐	☒

runoff in a manner, which would result in flooding on- or off-site?				
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within 100-year flood hazard area structures, which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☒	☐
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

Evaluation:

a) Violate any water quality standards or waste discharge requirements?

No impact. The proposed zoning text amendment does not include a specific development proposal that may violate any water quality standards or waste discharge requirements. Future establishment of emergency shelters, supportive housing facilities and transitional housing facilities are expected to occur in already developed sites that are subject to federal and state laws implemented by the California Regional Water Quality Control Board. Any future facility established as a result of approval of this zoning text amendment will also be

subject to the City's Best Management Practices implemented as part of the National Pollutant Discharge Elimination System stormwater discharge permit with the applicable Regional Water Quality Control Board. No impact is expected and no further mitigation measures are necessary.

- b) **Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

No impact. The proposed zoning text amendment does not include a specific development proposal that will substantially deplete groundwater supplies or interfere substantially with groundwater recharge. Any future development that occurs as a result of approval of this zoning text amendment is not expected to result in an increased population density that will significantly deplete groundwater supplies or interfere with groundwater recharge. Therefore, no significant impacts will occur and no mitigation measures are necessary.

- c) **Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?**

No impact. The proposed zoning text amendment does not include a specific development project that will substantially alter the existing drainage pattern of a particular site in the city, or alter the course of a stream or river resulting in substantial erosion or situation on- or off-site. Any future development spurred by the approval of this zoning text amendment is expected to occur in existing commercial buildings or residences, and any new construction will be subject to the City's established engineering standards that will prevent substantial erosion or siltation on- or off-site, and surface runoff. No impact is anticipated and no mitigation measures are necessary.

- d) **Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?**

No impact. Please see the response to item c. above. No mitigation measures are necessary.

- e) **Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?**

No impact. Please see the response to item c. above. No mitigation measures are necessary.

f) Otherwise substantially degrade water quality?

No impact. As noted in the response to item a. above, any potential future development spurred as a result of approval of this zoning text amendment will be subject to the City's Best Management Practices implemented as part of the National Pollutant Discharge Elimination System stormwater discharge permit with the applicable Regional Water Quality Control Board. These Best Management Practices have been designed specifically to protect the City's water quality. No impact is anticipated and no mitigation measures are necessary.

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map?

No impact. The City of Laguna Hills General Plan Program EIR identified three areas in the City as 100-year flood hazard areas as mapped Federal Insurance Rate Maps¹⁵. These areas are located around Aliso Creek, Veeh Reservoir, Mill Creek, and in a zone northwest of Alicia Parkway in the southern portion of the City. These areas do not currently contain housing and are not expected to be used for housing should this zoning text amendment be approved. Since the proposed project does not include any new buildings or structures, no impact is anticipated and no mitigation measures are necessary.

h) Place within 100-year flood hazard area structures, which would impede or redirect flood flows?

No impact. Please see the response to item g. above. No mitigation measures are necessary.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

Less than significant impact. The Laguna Hills General Plan Program EIR cites¹⁶ that "most of the City does not lie downstream from any dams or major levees, so there is little risk of inundation due to structural failures. However, strong seismic events could result in impacts to a residential area surrounding Veeh Reservoir in the northwestern area of the City." While the proposed zoning text amendment does not include a specific development proposal that may expose people or structures to risk involving flooding, it is possible that future development of an emergency shelter, and supportive or transitional housing facility could occur near Veeh Reservoir, since the Reservoir is close to residential areas and the Mixed Use zone. As a result of this finding, the Program EIR established a mitigation measure pledging continued coordination with the Orange County Flood Control Division to maintain necessary flood

¹⁵ (City of Laguna Hills, 2009, pp. 5.8-5)

¹⁶ (City of Laguna Hills, 2009, pp. 5.8-6)

control and stormwater management facilities in case of a significant flooding event. No further mitigation measures are necessary.

j) Inundation by seiche, tsunami, or mudflow?

No impact. Due to its inland location, the City of Laguna Hills is not located in an inundation zone associated with any seiche, tsunami, or mudflow event. No impact will occur and no mitigation measures are necessary.

3.10 – Land Use and Planning

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

Evaluation:

a) Physically divide an established community?

No impact. The proposed zoning text amendment will make changes to the City's Development Code that will allow emergency shelters, supportive housing facilities, and transitional housing facilities to co-exist with existing uses in the Mixed Use zone and residential zones throughout the City. Development standards will be placed upon potential future development of emergency

shelters, and supportive and transitional housing will not have impacts greater than a typical residential use. No impact will occur and no mitigation measures are necessary.

- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?**

No impact. When Senate Bill 2 was enacted in 2007, it rendered the City's Development Code non-compliant as it relates to emergency shelters, and supportive and transitional housing. The Laguna Hills General Plan was adopted in 2009, and established an implementation policy requiring a zoning text amendment to bring the Development Code into compliance with SB 2. Consequently, this also created an inconsistency between the General Plan and Development Code as they relate to these facilities. Each Development Code change proposed in this zoning text amendment is meant to render the Development Code consistent with the General Plan while complying with the mandates in SB 2. Therefore, no significant impacts are anticipated and no mitigation measures are necessary.

- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?**

No impact. The City of Laguna Hills has not adopted a habitat conservation plan or natural community conservation plan. No impacts will occur and no mitigation measures are necessary.

3.11 – Mineral Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Evaluation:

- a) **Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?**

No impact. As identified by the City of Laguna Hills General Plan Program EIR¹⁷, the City is not located within an area specifically identified by the California Department of Mines and Geology as having substantial mineral resources. Further, the City is a developed, urbanized area and no new construction or soil disturbance will be taking place as part of this proposal. Therefore, no mineral resources will be affected and no mitigation measures are necessary.

- b) **Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

No impact. Please see the response to item a. above. No mitigation measures are necessary.

3.12 – Noise

Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒

¹⁷ (City of Laguna Hills, 2009, pp. 5.6-7)

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Evaluation:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than significant impact. The proposed zoning text amendment will not directly result in exposure of persons to or generation of noise levels in excess of City-established standards since no specific development proposal is being considered at this time. Should future development occur as a result of approval of this ordinance, short-term, construction-related noise impacts could occur, but long-term noise impacts associated with operation of an emergency shelter or supportive/transitional housing facility will be regulated by the City's noise control ordinance. This ordinance establishes residential and non-residential thresholds for noise levels at different times of day (day vs. night) in order to prevent excessive noise exposure. Additionally, any emergency shelter established as a result of approval of this zoning text amendment will be required to meet development standards relating to the size and location of exterior and interior waiting and client intake areas. This will allow the City to review these areas to

ensure they are placed in an optimal location to minimize potential exposure to generated noise impacts. No further mitigation measures are necessary.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

No impact. According to the City of Laguna Hills General Plan EIR¹⁸, common sources of groundborne vibration includes trains, buses on rough roads, and construction activities such as blasting, pile driving, and operating heavy earth-moving equipment. The proposed zoning text amendment will not create or add to any existing sources of groundborne vibration noise since no specific development proposal is under consideration at this time. Future development spurred as a result of the approval of this zoning text amendment is expected to reuse existing structures rather than require new construction. Therefore, no impact will occur and no mitigation measures are necessary.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

No impact. The proposed zoning text amendment will not cause substantial permanent increase in ambient noise levels in the project vicinity. The noise generated by any future development spurred by approval of this zoning text amendment is expected to be consistent with ambient noise levels typical for the project location, and not permanent in nature. Further, the long-term operation of any emergency shelter, supportive housing facility, or transitional housing facility will be subject to the City's noise control ordinance. No impact is anticipated and no mitigation measures are necessary.

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

No impact. Please see the response to item c. above. No additional mitigation measures are necessary.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No impact. The City of Laguna Hills is not located within an area that is subject to the requirements of an airport land use plan or within two miles of a public airport or public use airport. No impacts will occur and no mitigation measures are necessary.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

¹⁸ (City of Laguna Hills, 2009, pp. 5.10-9)

No impact. The City of Laguna Hills is not located within the vicinity of a private airstrip. No impact will occur and no mitigation measures are necessary.

3.13 – Population and Housing

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Evaluation:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

Less than significant impact. The proposed zoning text amendment will not directly lead to substantial population growth within the City. Indirectly, the proposed zoning text amendment may lead to increased housing opportunities for those in need of emergency shelter, supportive housing, or transitional housing should those facilities be developed. Research has shown that the City's demand for emergency shelter is approximately 20 persons, which does not constitute substantial population growth. Supportive housing facilities and transitional housing facilities typically occupy existing residential structures and are limited to occupancy of six or fewer persons, which is typical for a residential use. In either case, the population growth indirectly caused by the proposed

zoning text amendment will not be substantial and will not cause the need for extension of roads or other infrastructure. No impact is anticipated and no mitigation measures are necessary.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No impact. The proposed zoning text amendment does not include a specific development proposal that may displace substantial numbers of existing housing. As a result of the zoning text amendment, additional housing opportunities will be provided due to relaxed regulations concerning establishment of emergency shelter, supportive housing, and transitional housing. No impact will occur and no mitigation measures are necessary.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No impact. The proposed zoning text amendment does not include a specific development proposal and will not result in displacement of substantial numbers of people. Any future development as a result of the approval of this zoning text amendment is expected to occur using existing structures instead of new construction. As a result, no impact is anticipated and no mitigation measures are necessary.

3.14 – Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Fire protection?	☐	☐	☒	☐
b) Police protection?	☐	☐	☒	☐
c) Schools?	☐	☐	☒	☐
d) Parks?	☐	☐	☒	☐
e) Other public facilities?	☐	☐	☒	☐

Evaluation:

a) Fire protection?

Less than significant impact. The proposed zoning text amendment will not have an adverse affect on service ratios, response times, or other performance objectives for fire protection services since no specific development proposal is being considered at this time. As a result of this zoning text amendment, new housing opportunities could be provided for individuals in need of emergency shelter, supportive housing, or transitional housing. These facilities typically reuse existing commercial buildings or residences instead of new construction, which would directly increase the public demand for fire protection services. For this reason, the impact this project will have on fire protection services is expected to be no greater than that which already exists for the City's Mixed Use and residential zones. No mitigation measures are necessary.

b) Police protection?

Less than significant impact. The proposed zoning text amendment will not have an adverse affect on service ratios, response times, or other performance objectives for police protection services since no specific development proposal is being considered at this time. As a result of this zoning text amendment, new housing opportunities could be provided for individuals in need of emergency shelter, supportive housing, or transitional housing. The potential impacts of these facilities on police protection services are not expected to be substantial or require construction or expansion of police facilities. No mitigation measures are necessary.

c) Schools?

Less than significant impact. The proposed zoning text amendment will not have an adverse affect on service ratios, response times, or other performance objectives for local schools since no specific development proposal is being considered at this time. As a result of this zoning text amendment, new housing opportunities could be provided for individuals (including families with school-age children) in need of emergency shelter, supportive housing, or transitional housing. Children from families living in these facilities could attend local area schools, but the impact is not expected to be significant enough to warrant new or modified school facilities or to negatively impact the performance objectives of local schools. No mitigation measures are necessary.

d) Parks?

Less than significant impact. The proposed zoning text amendment will not have an adverse affect on local parks since no specific development proposal is being considered at this time. As a result of this zoning text amendment, new housing opportunities could be provided for individuals in need of emergency shelter, supportive housing, or transitional housing. Families afforded housing opportunities as a result of this zoning text amendment could increase usage of local parks, but the increase is not expected to be significant enough to warrant

construction of new park facilities, alteration of existing park facilities, or negatively affect performance standards for existing park facilities. No mitigation measures are necessary.

e) Other public facilities?

Less than significant impact. The proposed zoning text amendment will not have an adverse affect on service ratios, response times, or other performance objectives for the City's public facilities since no specific development proposal is being considered at this time. As a result of this zoning text amendment, new housing opportunities could be provided for individuals in need of emergency shelter, supportive housing, or transitional housing. The increase in demand on the City's public facilities is not expected to be significant enough to warrant construction of new facilities, alteration of facilities, or negatively impact performance standards for the existing facilities. No mitigation measures are necessary.

3.15 – Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☒	☐

Evaluation:

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated?**

Less than significant impact. The proposed zoning text amendment will not directly increase the use of existing neighborhood and regional parks or other recreational facilities since no specific development proposal is being considered at this time. Approval of this zoning text amendment may result in new housing opportunities provided for individuals in need of emergency shelter, supportive housing, or transitional housing. While the individuals afforded these housing opportunities may utilize existing neighborhood and regional parks, the impact is not expected to be substantial to where physical deterioration of any park facility would occur or be accelerated. No mitigation measures are necessary.

- b) **Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?**

Less than significant impact. The proposed zoning text amendment does not include recreational facilities or require the construction or expansion of recreational facilities since no specific development proposal is being considered at this time. Existing recreational facilities are expected to be sufficient for any future increase in demand, and future projects proposed with a recreational facility as a component will be evaluated for environmental impacts at the time of submittal. No mitigation measures are necessary.

3.16 – Transportation and Traffic

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian	☐	☐	☒	☐

and bicycle paths, and mass transit?				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☒	☐
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☐	☒
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒

Evaluation:

- a) **Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**

Less than significant impact. The proposed zoning text amendment will not directly cause an increase in traffic because a specific development project is not being considered at this time. Indirectly, as a result of approving this zoning text amendment, emergency shelters serving up to 20 individuals could be established in the Mixed Use zone and supportive housing facilities and transitional housing facilities serving six or fewer individuals could be established in all residential zones. Future emergency shelters in the Mixed Use zone are not expected to generate a significant increase in traffic, since many homeless individuals use public transportation, bike, or walk to travel from location to location. It is not expected that an emergency shelter will generate traffic impacts any greater than would be expected from other land uses already permitted in the Mixed Use zone. Supportive and transitional housing facilities in residential zones typically occupy existing residences and will be limited to serving up to six individuals before a discretionary review is required from the City. The State has established that facilities serving up to six individuals must be considered a regular residential use because their associated impacts are no greater than a typical residential use, and this includes traffic impacts. Facilities serving up to six individuals will not substantially increase the number of vehicle trips to/from the neighborhood, the volume to capacity ratio on roads, or the level of congestion at intersections. Supportive housing and transitional housing facilities that serve over six individuals will be reviewed by the City for potential traffic impacts when specific development proposals are being considered. No mitigation measures are necessary.

- b) **Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?**

Less than significant impact. The proposed zoning text amendment will not directly cause an increase in traffic because a specific development project is not being considered at this time. Indirectly, as a result of approving this zoning text amendment, emergency shelters serving up to 20 individuals could be established in the Mixed Use zone and supportive housing facilities and transitional housing facilities serving six or fewer individuals could be established in all residential zones. As outlined in the response to item a., these are generally low impact uses on traffic load and capacity and impacts are not expected to be greater than other permitted uses within the Mixed Use and residential zoning districts. Therefore, this project will not conflict with an applicable congestion management program and no mitigation measures are necessary.

- c) **Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?**

No impact. There are no airports located near the project limits. No aviation-related elements are included in this project and no elements of this project will affect existing air traffic patterns. No impacts will occur and no mitigation measures are necessary.

- d) **Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

No impact. The proposed zoning text amendment does not include a specific development proposal that includes design features that will substantially increase hazards or incompatible uses. The City will review the design features of any future proposal for an emergency shelter, supportive housing facility, or transitional housing facility through the City's regular permitting plan check review process to ensure that the project will not increase hazards or encourage incompatible uses. No mitigation measures are necessary.

- e) **Result in inadequate emergency access?**

No impact. The proposed zoning text amendment will not result in inadequate emergency access because no specific development proposal is under consideration at this time. No changes to emergency access are expected to occur during future development of an emergency shelter, supportive housing facility, or transitional housing facility. If changes are proposed in the future, the City will review for adequate emergency access during the regular permitting plan check review process. No mitigation measures are necessary.

- f) **Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?**

No impact. The proposed zoning text amendment will have no foreseeable effect on any policy, plan, or program relating to public transit, bicycle, or pedestrian facilities. The proposed zoning text amendment will have no effect on the performance or safety of any such facilities. No mitigation measures are necessary.

3.17 – Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Exceed wastewater treatment	☐	☐	☒	☐

requirements of the applicable Regional Water Quality Control Board?				
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?	☐	☐	☒	☐
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
g) Comply with federal, state, and local statutes and	☐	☐	☐	☒

Evaluation:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Less than significant impact. The proposed zoning text amendment will not directly cause an exceed wastewater treatment requirements of an applicable Regional Water Quality Control Board (El Toro Water District or Moulton Niguel Water District) because a specific development project is not being considered at this time. Indirectly, as a result of approving this zoning text amendment, emergency shelters serving up to 20 individuals could be established in the Mixed Use zone and supportive housing facilities and transitional housing facilities serving six or fewer individuals could be established in all residential zones, which will generate demand for water and wastewater treatment. The level of demand generated is speculative at this point, but these facilities are expected to occupy existing commercial buildings and residences (instead of new construction). Therefore, these facilities are not expected to generate demand for wastewater treatment service greater than what is already generated by other uses in the applicable zone. No mitigation measures are necessary.

b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

No impact. As discussed in the response to item a., the demand for water or wastewater treatment generated by these facilities is not expected to be greater than other uses in the same zone, and no new construction is expected to occur. Therefore, approval of this zoning text amendment will not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities. No mitigation measures are necessary.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

No impact. As discussed in the response to item a., this project's impact on water service, wastewater treatment, and storm water is not expected to be greater than other uses in the same zone, and no new construction is expected to occur. Therefore, approval of this zoning text amendment will not require or result in the construction of new storm water drainage facilities or expansion of existing facilities. No mitigation measures are necessary.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?

Less than significant impact. While a specific development proposal is not being considered at this time, the proposed zoning text amendment will allow emergency shelters serving up to 20 individuals to be established in the Mixed Use zone and supportive housing facilities and transitional housing facilities serving six or fewer individuals to be established in all residential zones. Should any of these facilities be established in the future, they will require water service from either the El Toro Water District or Moulton Niguel Water District. As outlined in the response to item a., the demand for water generated by these facilities is not expected to be greater than the demand generated by other land uses in the same zone. Therefore, it can be concluded that establishment of any future emergency shelter, supportive housing facility or transitional housing facility will have sufficient water supplies available from existing entitlements and resources, and will not require new or expanded entitlements. No mitigation measures are necessary.

- e) **Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

No impact. As discussed in the response to item a., the demand for water or wastewater treatment generated by these facilities is not expected to be greater than other uses in the same zone, and no new construction is expected to occur. Therefore, approval of this zoning text amendment will not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities. No mitigation measures are necessary.

- f) **Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?**

Less than significant impact. The proposed zoning text amendment will not directly generate need for solid waste disposal because a specific development project is not being considered at this time. Indirectly, as a result of approving this zoning text amendment, emergency shelters serving up to 20 individuals could be established in the Mixed Use zone and supportive housing facilities and transitional housing facilities serving six or fewer individuals could be established in all residential zones, which will generate demand for solid waste disposal. Any future establishment of an emergency shelter, supportive housing facility or transitional housing facility is not expected to generate significantly more solid waste than other land uses in the same zone. The current landfill serving the City of Laguna Hills, the Frank R. Bowerman Landfill near the San Joaquin Foothills, is sufficient to accommodate the City's solid waste disposal needs until its closure in 2022. After its closure, the City has a plan in place for regional landfills to accommodate the City's solid waste disposal needs for the foreseeable future¹⁹. No mitigation measures are necessary.

¹⁹ (City of Laguna Hills, 2009, pp. 5.12-9 and 5.12-23)

- g) **Comply with federal, state, and local statutes and regulations related to solid waste?**

No impact. The proposed zoning text amendment will amend the City's Development Code to allow emergency shelters serving up to 20 individuals in the Mixed Use zone, and allow supportive and transitional housing serving up to six individuals in all residential zones. No specific development proposal is being considered at this time. The proposed project complies with all federal, state, and local statutes and regulations related to solid waste. No mitigation measures are necessary.

3.18 – Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when	☐	☐	☒	☐

viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Evaluation:

- a) **Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

No impact. As outlined in responses to “Biological Resources,” “Agriculture and Forest Resources,” and “Cultural Resources,” the Community Roots Academy project does not have the potential to substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of major periods of California history or prehistory. As discussed throughout this analysis, the project site is located in a fully developed urban area and no new construction is anticipated as part of this project. In addition, there are no known archeological, paleontological, or historical resources within the project limits. Future establishment and operation of an emergency shelter, supportive housing facility, or transitional facility will not involve any operational component or construction impacts that could substantially degrade the quality of the environment.

- b) **Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**

Less than significant impact. This project consists of amending the City’s Development Code to allow emergency shelters serving up to 20 individuals as a permitted use in the Mixed Use zone and to allow supportive and transitional

housing serving up to six individuals as permitted use in residential zones. No specific development proposal is being considered at this time. As reviewed in this Initial Study, the proposed zoning text amendment will not have direct significant or cumulatively significant impacts on the environment. Indirectly, this zoning text amendment could lead to future development of emergency shelters, supportive housing facilities, and transitional housing facilities, but any impacts on the environment are considered to be insignificant even when considered in connection with the effects of past projects and current projects reviewed by the City.

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than significant impact. This project consists of amending the City's Development Code to allow emergency shelters serving up to 20 individuals as a permitted use in the Mixed Use zone and to allow supportive and transitional housing serving up to six individuals as permitted use in residential zones. No specific development proposal is being considered at this time. As reviewed in this Initial Study, there are no significant environmental impacts that will cause substantial adverse effects on human beings, either directly or indirectly.

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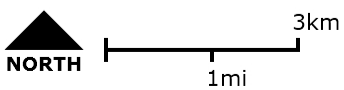
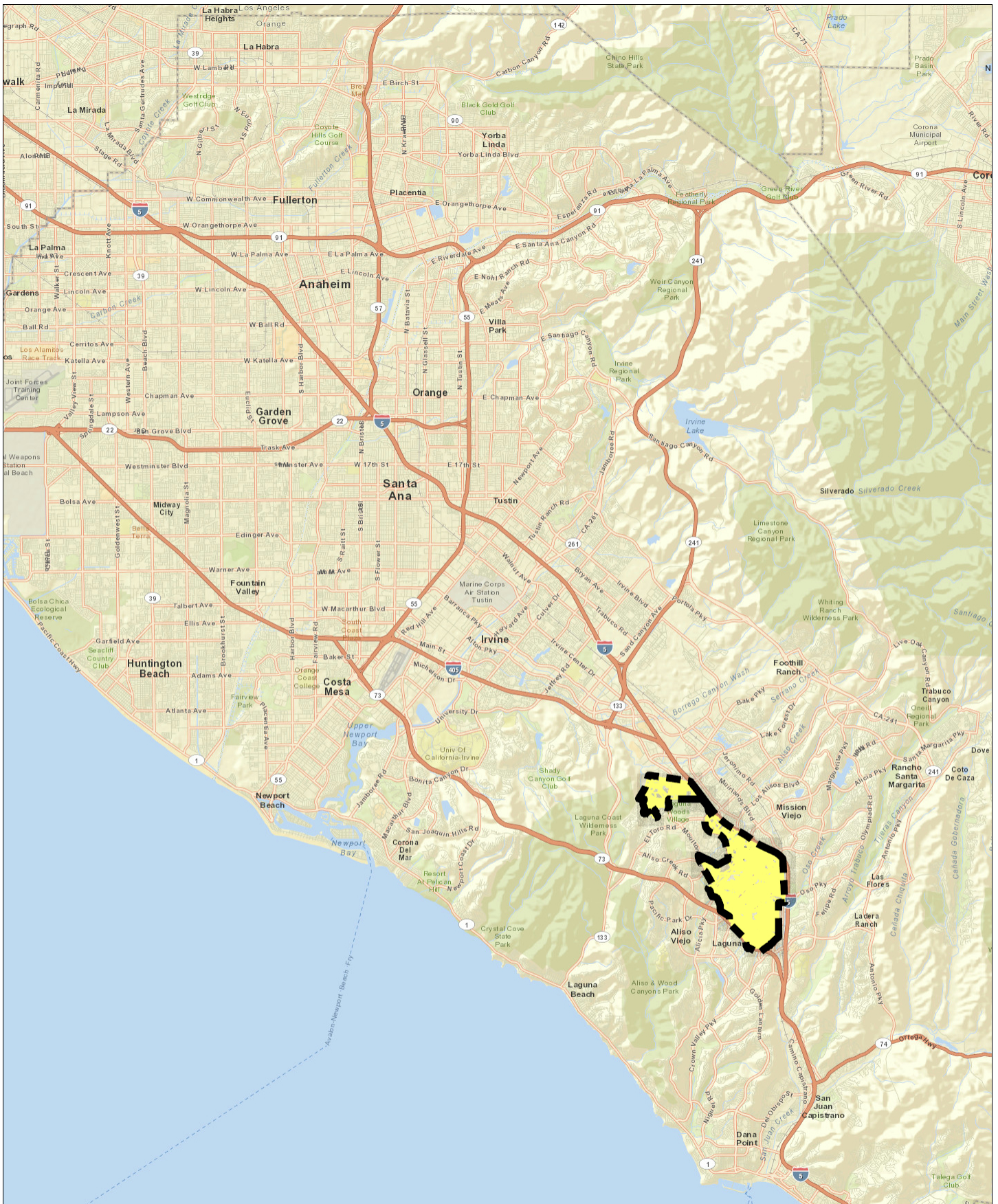
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Attachments

1. Regional Context Map
2. City of Laguna Hills Zoning Map

ZTA-04-12-2230
Initial Study/Negative Declaration

Attachment #1
Regional Context Map



Date: 11/07/12

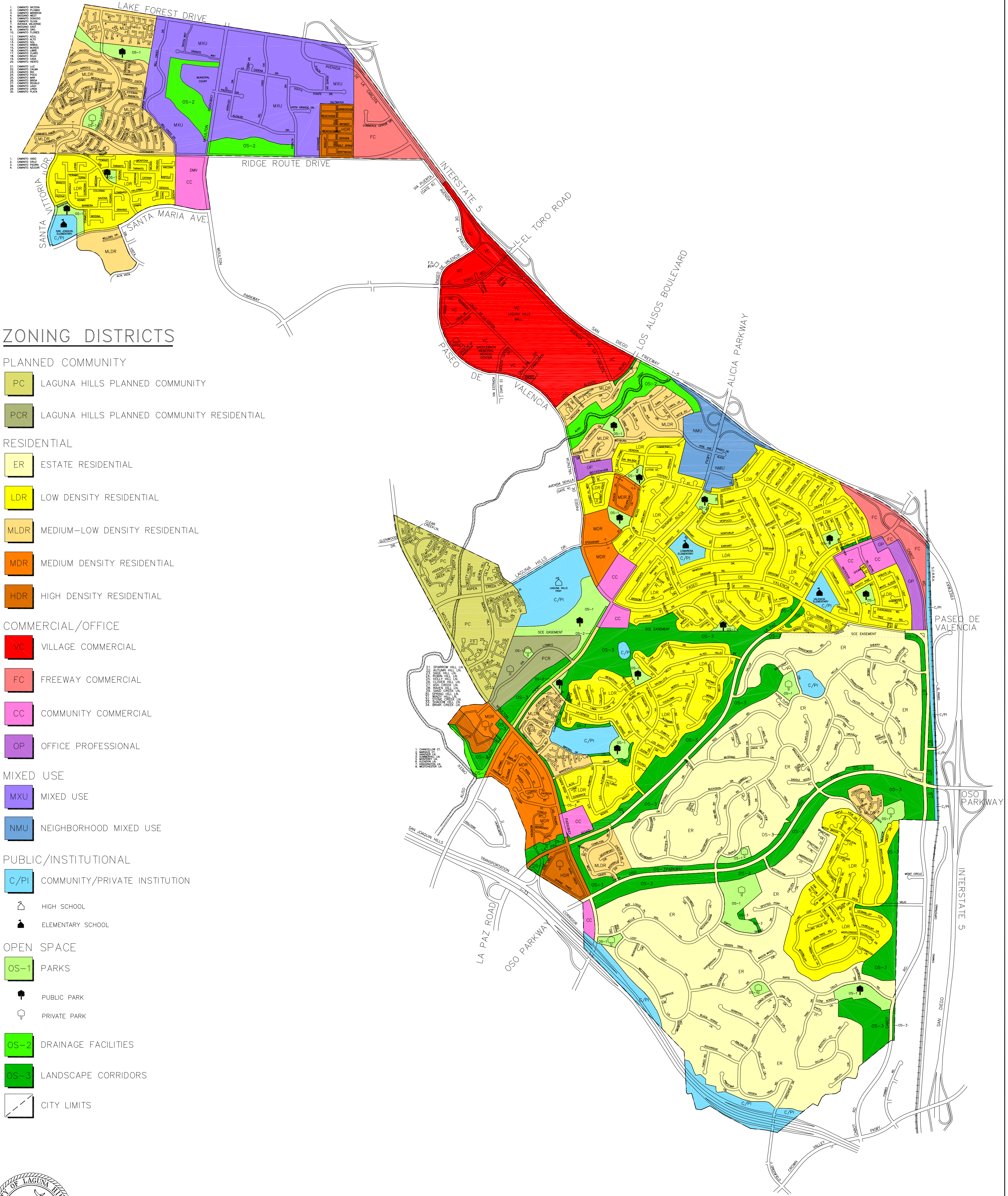
City of Laguna Hills

Regional Context Map



ZTA-04-12-2230
Initial Study/Negative Declaration

Attachment #2
City of Laguna Hills Zoning Map



ZONING DISTRICTS

PLANNED COMMUNITY

- PC LAGUNA HILLS PLANNED COMMUNITY
- PCR LAGUNA HILLS PLANNED COMMUNITY RESIDENTIAL

RESIDENTIAL

- ER ESTATE RESIDENTIAL
- LDR LOW DENSITY RESIDENTIAL
- MLDR MEDIUM-LOW DENSITY RESIDENTIAL
- MDR MEDIUM DENSITY RESIDENTIAL
- HDR HIGH DENSITY RESIDENTIAL

COMMERCIAL/OFFICE

- VC VILLAGE COMMERCIAL
- FC FREEWAY COMMERCIAL
- CC COMMUNITY COMMERCIAL
- OP OFFICE PROFESSIONAL

MIXED USE

- MXU MIXED USE
- NMU NEIGHBORHOOD MIXED USE

PUBLIC/INSTITUTIONAL

- C/PI COMMUNITY/PRIVATE INSTITUTION

- HS HIGH SCHOOL
- ES ELEMENTARY SCHOOL

OPEN SPACE

- OS-1 PARKS
- PP PUBLIC PARK
- PRV PRIVATE PARK
- OS-2 DRAINAGE FACILITIES
- OS-3 LANDSCAPE CORRIDORS
- CL CITY LIMITS



CITY OF LAGUNA HILLS ZONING DISTRICT MAP

DATE	REVISION
11/14/95	Adoption of Zoning Ordinance
07/01/96	Annexation Effective
09/18/00	PC Annexation
06/26/01	Nelle Gail Subdivision
09/25/09	Adoption of Zoning District Map Amendment

PREPARED BY THE PLANNING CENTER 0 600 1,200

11/27/2012 ITEM NO. 6.1



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: BRUCE E. CHANNING
CITY MANAGER

ISSUE: 2012 CITY MANAGER'S YEAR END REPORT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE 2012 CITY MANAGER'S YEAR END REPORT.

SUMMARY:

It is the practice of the City Manager to present the City Council with a Year End Report summarizing noteworthy accomplishments of the past year and identifying selected projects and work activity awaiting the City in the coming year.

Included with this report, under separate cover, is the 2012 City Manager's Year End Report. The report highlights a number of accomplishments, including the completion of the La Paz Widening at Interstate 5, the approval of redevelopment projects in several centers such as Oakbrook Village and the Moulton-La Paz shopping center, the economic revitalization occurring throughout the City, and numerous community development projects.

During 2013, the City will embark on a number of new projects including the completion of the Moulton-La Paz Open Space renovation, the 2013-2015 Biennial Budget Process, and facilitating the redevelopment of several existing shopping centers.

ATTACHMENTS:

- 2012 City Manager's Year End Report (under separate cover)



City Manager's 2012 Year End Report

November 27, 2012

Honorable Mayor and Council Members,

At the end of every year, it is my pleasure to submit to you the City Manager's Annual Report. As the City enters its 22nd year since incorporation, I am once again honored to have the opportunity to highlight the major accomplishments of 2012 and to provide a glimpse into what we have to look forward to in the year ahead.

In the aftermath of the Great Recession, a structural correction has taken place in the economy resulting in what many are now calling a "new normal." While a slow recovery appears to be working its way through the economy, much of the State and region is still plagued by high unemployment and difficulties in the housing market that continue to limit the recovery and stoke fears of a double-dip recession. Mindful of these factors playing out in the economy, State and local governments must continue to adjust to the realities of the "new normal". Even so, some cities have certainly continued to fare better than others. We believe Laguna Hills to be one of those cities. Going forward into this next year, we believe we will continue to see signs of recovery in the local tax base, especially given the depth and breadth of economic activity occurring throughout the City.

In addition to recovering from the Great Recession, most local agencies throughout the State must also adjust to the elimination of their Redevelopment Agencies. In that respect, we are fortunate to not be in a position of dependence on tax increment revenues to underwrite the City's economic development activities. In fact, we are greatly encouraged by the economic revitalization taking place throughout the City, as evidenced by the addition of Ashley Furniture, Total Wine and More, and Chick-Fil-A. In addition, much of the work we have done this past year, including the completion of the sale of the Moulton-La Paz site and the approvals for the redevelopment of Oakbrook Village, has laid the groundwork for more positive changes to come in the year ahead.

This year also included a major "sea change" in future compensation of California's public employees through the passage of the California Public Employee's Pension Reform Act of 2013. This reform became necessary primarily because of the unsustainable increased costs associated with continuing to provide enriched employee pension plans. This financial burden

is further exacerbated for those public agencies that have provided generous retiree medical benefits as well. However, this City Council wisely chose not to follow the crowd with regard to the enhancement of employee pensions or the provision of retiree medical benefits, and we are therefore not burdened by excessive unfunded future liabilities as are so many other public agencies.

As has continued to be the case, our strong financial position remains a byproduct of hard work, sound decision-making, and an unwavering commitment to our conservative financial policies. When faced with a sustained period of economic uncertainty, prudent management dictates that we proceed cautiously with respect to initiating any new programs or service commitments. This is especially true in light of the development of the 2013-2015 Biennial Budget that will take place this upcoming year.

The accomplishments recited on the following pages demonstrate our determination to respond successfully to the economic climate, maintain high service levels, and position ourselves to move forward when it is clear that it is safe to do so. For the sake of organization, we have assembled the list of achievements under seven major headings that generally align with our departmental structure. I hope you share with me the same sense of pride I have for all of our 2012 accomplishments.

Administration, Finance and City Clerk



● FINANCIAL HIGHLIGHTS

The challenging economic conditions that continue to plague our State and county have also affected our financial condition. Total revenues in Laguna Hills increased in Fiscal Year 2011/2012 by \$950,143, or 4.2%. General Fund revenues, however, decreased by 2.8%. Consequently, a concerted effort was made to reduce operating expenditures below the adopted budget amount of \$16,923,152. Our additional savings amounted to \$614,000 for a year-end surplus of \$1,009,594. This reduction in operating expenditures is also \$50,647 less than our operating expenditures in the prior fiscal year. Given the depth and breadth of new economic activity throughout the City; the increased number of new businesses coming on-line and; the general improvements in the local housing market; we expect to see stronger signs of recovery in the local tax base this coming year that will positively impact the City's General Fund.

● FINANCIAL AWARDS

For the twentieth consecutive year, the City was awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting for the year ending June 30, 2011.

● STRONG CITIES / STRONG STATE CAMPAIGN

The City continues its participation in the “Strong Cities / Strong State” campaign spearheaded by the League of California Cities and the California City Management Foundation. This innovative campaign is designed to communicate the importance of local government in California residents’ everyday lives. The “Strong Cities / Strong State” campaign is the first of its kind platform for showcasing the City’s success stories and highlighting its accomplishments. The City’s profile can be viewed at <http://strongcitiesstrongstate.com/city/laguna-hills>. In addition, you can view a recently released YouTube video of the City Manager talking about the Council-Manager form of government on our City website.

● MEMORANDUM OF UNDERSTANDING (MOU) NEGOTIATED WITH CITY EMPLOYEES

As of the writing of this report, a tentative Memorandum of Understanding (MOU) has been negotiated with the Laguna Hills City Employees Association (LHCEA). The MOU is anticipated to go to the City Council for consideration at its November 27, 2012, City Council meeting. The MOU achieves the following goals for the City: limits the City's exposure to future cost increases in medical insurance premiums; shifts a percentage of the City's annual PERS' contributions onto the employees; allows pending legislation to set the retirement program for all new hires; maintains the City's zero exposure to Other Post Employment Benefits (OPEB); maintains total personnel cost as a percentage of budget at or below the City's historical experience of 27%; and, in an effort to remain competitive in the labor market, maintains the City's historical practice of setting employee salary ranges at 5% above the comparator cities average for similar positions.

● SENIOR CENTER FACILITY GRANT

For the third year in a row, the City successfully competed for an award of Community Development Block Grant (CDBG) funding for Public Facilities and Improvement monies to be used at the Florence Sylvester Senior Center. Grant monies totaling \$54,000 were requested to expand the existing solar panel system and complete interior improvements to the counter. This past year, the City utilized \$62,130 in grant monies to fund energy efficiencies upgrades that include the installation of a solar panel system. The construction was completed in May 2012.

● COYOTE RESPONSE EFFORTS

In response to a number of coyote sightings and aggressive behavior in the region, staff conducted one successful trapping operation this past year. Additionally, staff has developed an outreach campaign focusing on public education and coordination with the various homeowners' associations throughout the City. The City enacted a featured link on its home page entitled "Living with Coyotes" that details the City's reporting procedures, public information and links those interested to other organizations. The City also conducted a class through the Community Services Department teaching residents hazing principles and how best to respond to coyotes.

● 3 / 5 BATTALION SUPPORT COMMITTEE

In 2010, the City Council revived the Laguna Hills Support Committee for the 3rd Battalion, 5th Marines, 1st Marine Division, otherwise known as the 3/5 Battalion, based out of Camp Pendleton. The City Clerk is designated as the staff liaison to the committee. Since then, the City has maintained its partnership with the 3/5 Battalion Support Committee by providing multiple publicity opportunities for the Committee through City Views. In addition, the City Council approved a pledge formula of \$3 per paid participant in the Memorial Day Half Marathon, 5K , and 10K Race for the continued funding of the committee. Based on this pledge, \$7,767 was awarded to the 3/5 Battalion Support Committee by City Council Resolution on July 10, 2012.

Economic Development



● FORMER CIRCUIT CITY SITE

Circuit City closed its doors in April of 2009. At the time, the owner of the property had made it clear that there was strong retail interest in the site, including Best Buy and Ashley Furniture. Ultimately, Ashley Furniture purchased the site in January 2010 for \$11.4 million. Staff worked very closely with the new owners to ensure a desirable remodel of the existing building. Additionally, staff encouraged the new owners to build out the site with additional retail/restaurant uses. Consequently, an additional 5,949 square feet of retail space was added that now serves as the new home to Ashley Furniture, Total Wine and More and Chick-Fil-A. The grand opening for Ashley Furniture occurred April 2012, while the grand openings for Chick-Fil-A and Total Wine and More occurred in July 2012 and August 2012, respectively. The site is anticipated to produce approximately \$450,000-\$500,000 in annual sales tax revenue to the City.

● TAJ MAHAL RENOVATIONS

The Taj Mahal Office Complex was initially constructed in 1967 and, at the time, was considered new and cutting edge. Last year, the Muller Company obtained approval to perform a number of major improvements at the Taj Mahal Office Complex. The Taj Mahal renovations will include expanding the complex by 6,100 square feet, completing interior improvements that include a second elevator, constructing a 6,300 square foot plaza at the facility's east entrance, redesigning the parking lot to improve circulation, adding 100 new parking stalls, and re-landscaping the entire site and the median island located in Calle de la Plata. In conjunction with the renovations, the Taj Mahal is effectively converting its office space to medical office use and has changed its name to the Taj Mahal Medical Center. Construction was completed Fall 2012.

● MOULTON-LA PAZ CENTER

This 11.3 acre area located on the north side of La Paz Road between Moulton Parkway to the west and Alameda to the east was identified as an Opportunity Area in the City's General Plan. Following the rezoning of this parcel from open space to commercial retail, staff processed a tentative parcel map essentially creating a 3.055 acre lot with a 50-foot-wide open space/trail easement along La Paz Road. Last year, the City Council authorized staff to file a quiet title action in court, giving the City clear title on the property.

At the April 24, 2012, City Council meeting, the City Council approved the sale of the property to Vintage Real Estate, the owner of the adjacent Moulton-La Paz shopping center for \$2.75 million. At that meeting, the City Council also approved the addition of 29,098 square feet of general commercial space. The approved purchase and sale agreement also included a creative and first-of-its-kind water quality easement over a portion of contiguous city-owned open space that allowed the project to move forward. Without this creative solution to the new water quality rules and regulations, it is highly likely that the project would have been abandoned or the City would have had to significantly lower the purchase price on the property. City staff negotiated an additional \$211,416 in exchange for the use of these easements. The quiet title action was completed in June 2012 and escrow on the property closed in September 2012 in the amount of \$2,963,093. The Center will be anchored by The Fresh Market. The Fresh Market in Laguna Hills will be the chain's first store in Southern California and the second in the State. Construction on the property is anticipated to begin in January 2013 and be completed in the spring of 2014. The rehabilitation of the open space along the La Paz Road between Alameda and Moulton Parkway is anticipated to commence in the summer of 2013.

● ICSC CONVENTIONS AND SHOWS

The City has periodically attended the International Council of Shopping Centers (ICSC) conventions and shows since 2004. Given the development opportunities at the Moulton-La Paz Shopping Center, Oakbrook Village, the former Circuit City site, and the Laguna Hills Mall on the horizon, the City began sponsoring a booth at the 2010 ICSC Western Division Conference in San Diego. The City has subsequently sponsored a booth at the 2011 and 2012

ICSC Western Division Conference, as well as the annual national ICSC RECon Convention for both those years as well. The ICSC conventions and shows have provided staff with the opportunity to easily meet with prospective businesses; market development opportunities to developers, hoteliers, and retailers; and distribute leasing information on behalf of various retail centers throughout the City.

Community Development



● OAKBROOK VILLAGE

The owner of Oakbrook Village (Fritz Duda Company) received approval from the City Council at its November 13, 2012, City Council meeting to create a mixed-use development with new retail and residential units. This project intends to turn the aging shopping center into the City's first urban village by demolishing 148,530 square feet of the existing 200,000 square-foot center and replacing it with 489 homes in multistory residential buildings and up to 82,574 square feet of new retail space. This project will be broken up in two phases. Phase One will include the demolition of 82,730 square feet of retail uses and development of 289 dwelling units and 23,974 square feet of new retail space. The new retail square footage will include 9,000 square feet of ground-level retail integrated into the proposed residential building. Construction on Phase One is anticipated to begin in the summer of 2013 and be completed in 2015.

Phase Two is anticipated to include the demolition of 65,800 square feet of retail uses and development of up to 200 dwelling units and 58,600 square feet of new retail space. The design and layout of the proposed residential and retail buildings have not been determined at this time for Phase Two. In addition to the project approvals, the City Council entered into a Development Agreement with the owner that provides development rights for up to 15 years to complete the project in exchange for a number of public improvements that must be made by the developer. The Development Agreement also establishes a Retail Loss Impact Fee in Phase Two for retail revenue lost as a result of demolition of retail buildings that are not replaced. Also included in the Development Agreement, is a Public Park and Community Facilities Enhancement Fee of \$7,392 per residential unit. The total payment of approximately \$2,136,000 is expected to be paid to the City in 2013 for Phase One.

● CHASE BANK

At the June 12, 2012, City Council meeting, the City Council approved the development of a new 4,415 square foot Chase bank at the northwest corner of Hon Avenue and Alicia Parkway. The bank will include a dedicated drive-thru lane with a drive-thru ATM, and will be built to reflect a Spanish Revival architectural style. The existing gas and service station will be demolished and the underground tanks removed.

● DAVITA DIALYSIS CENTER

In October 2011, the City approved the \$2.5 million redevelopment plan for a vacant Wells Fargo bank to accommodate a new 8,000 square foot medical building for DaVita Dialysis. The renovations also included the remodeling of a vacant 3,900 square foot automotive repair building into general retail use. The project was completed in September 2012. It is anticipated that the proposed site improvements will help revitalize this portion of the Cabot Town Center, which has been largely vacant for some time.

● AFFORDABLE HOUSING INITIATIVES

In 2012, the City of Laguna Hills was awarded \$162,000 in Community Development Block Grant (CDBG) funds, which are being used to renovate homes in the 248-unit Aliso Meadows Condominium Association. Over the past eight (8) years, the City has been awarded CDBG Funds totaling over \$2,100,000, which has resulted in the rehabilitation of more than 140 affordable housing units for very low, low, and moderate income households in the City. Staff may apply for available CDBG funds in the upcoming year to continue its rehabilitation work in the neighborhood.

● BUILDING DEPARTMENT ACTIVITY

Plan check and permit fees are slightly up from the previous quarter with 47 more permits issued and 3 less projects taken in for plan check. For the first 9 months of 2012, a total of 982 building permits have been issued in comparison with 1,128 permits covering the same period last year. To date, 3,935 inspections have been provided compared with 3,855 inspections from the same period last year. The City is anticipating the submission of the renovations for the Moulton-La Paz Shopping Center and Oakbrook Village by the end of this fiscal year to significantly boost permit fee revenues. The permit fee trend for the same period last year was also “spiked” by the submission of plan checks for the Ashley Furniture, Total Wine and More, and Chick-Fil-A improvements.

Public Services



● CAPITAL PROJECTS COMPLETED

In order to accommodate the redevelopment of the former Circuit City site and in anticipation of the future development plans for Oakbrook Village and the Laguna Hills Mall, construction began last year on the Avenida de la Carlota Widening project, between Paseo de Valencia and El Toro Road. Substantially completed in 2012, this \$2.36 million dollar projects included the addition of a third left-turn lane from the I-5/El Toro Road southbound off ramp onto Avenida de La Carlota and the addition of a third left-turn lane and through lane on Avenida de la Carlota at El Toro Road, along with traffic signal improvements, pedestrian access improvements, new pavement surfacing and signing and striping. No General Fund monies were used for this project. It should also be noted that absent this project, there would have been significant traffic impacts that may have delayed or significantly increased costs for the Oakbrook Village development project.

● LA PAZ WIDENING AT INTERSTATE 5

The La Paz Widening at Interstate 5 project received final approval from the City Council in September 2010. This project includes a number of safety and traffic flow improvements, such as the widening and addition of off- and on-ramp lanes, modifying traffic signals, and landscape improvements. Favorable bid conditions allowed the City to anticipate the completion of the project below its original estimated cost of \$7.6 million. The City successfully acquired \$4.7 million in Federal funding for the project, in addition to \$1.15 million of Measure M funds. The remaining funding was acquired from various special revenue fund sources, resulting in no General Fund impact for this project. Construction on the project began in April 2011 and was substantially completed in November 2012.

● BIENNIAL STREET OVERLAY PROJECT

The City's ongoing maintenance program for residential and collector streets throughout the City was completed in 2012. In this project, approximately 17 streets south of Oso Parkway and 16 streets easterly of Paseo de Valencia were rehabilitated. The work included the removal and replacement of 13,000 square feet of sidewalk, 700 linear feet of curb and gutter, 2,200 square feet of driveways/cross-gutters and 13 new access ramps. The work also included 21,000 square feet of pavement repairs and the placement of 16,000 tons of asphalt concrete overlays. Completion of this project extends the useful life of these streets for at least 20 years. This \$1.86 million dollar project was funded entirely by utilizing the City's share of gasoline tax revenues.

Community Services



● SENIOR TRANSPORTATION

Utilizing funds provided by OCTA's Senior Mobility Program, the City continues to provide transportation for seniors through the Dial-A-Taxi program. This program represents a joint venture with the City of Mission Viejo and includes a service area of both Mission Viejo and Laguna Hills with several satellite locations including the Laguna Niguel and Irvine Metrolink stations. Since inception of this program in 2009, 69 seniors have been approved for use of the service. Of the 69 approved seniors, 19 seniors have scheduled Dial-a-Taxi trips, with approximately 5 actively using the program on a routine basis.

In April of this year, the program was modified to allow all seniors who are 60 years of age or older to use the Dial-a-Taxi service, as well as allow seniors who qualify for the OCTA ACCESS program to also use the senior transportation program.

● SPECIAL EVENTS

The City successfully hosted two signature events. The 2012 Memorial Day Half Marathon, 5K, and 10K, honoring the USMC Dark Horse Battalion, was held on May 28, 2012, with 2,760 runners participating. The 10K race was added to fulfill a Community Services Work Program for FY 11/13. Total revenues collected were \$142,285, and the direct expenses for the event (not including staff costs) were \$138,605. A number of the 3/5 Battalion Marines ran in the half marathon, which along with the 5K and 10K, was led from the start line by a USMC Humvee. The City Council approved a pledge formula of \$3 per paid participant for the continued funding of the 3/5 Marine Support Committee. Based on this formula, \$7,767 was awarded to the 3/5 Support Committee by City Council Resolution on July 10, 2012.

It is estimated that more than 11,000 people attended the City of Laguna Hills 2012 Fourth of July event. Total expenditures for this event were \$44,372 (not including staff time). Net costs totaled \$39,113, which accounts for \$4,059 in ride ticket sales and \$1,200 in vendor booth rentals. A firework malfunction in this year's show reduced the length of the show by approximately seven minutes. The City was able to exercise a 20% discount to the cost of the fireworks show (or \$4,800). A highlight of the event was the presence of Marines from the City's adopted 3/5 Marine Battalion.

● RECREATION ACTIVITIES EVALUATION PROJECT

As a City Council-approved work program for the 2011-2013 Biennial Budget, the Community Services Department was tasked with evaluating the City's recreation activities on meeting the needs of different demographic groups in the community and addressing any deficiencies. In order to obtain feedback from residents, the Community Services Department developed an online survey and hosted an Open House at the Community Center. A total of 77 people completed the survey, which was accessible to the public from February 24 through April 25. Approximately 100 people attended the March 24, 2012, Open House event, whereby attendees had the opportunity to meet staff and contract instructors, as well as observe a number of class demonstrations.

Based on the statistics from the survey, the majority of individuals that completed the survey were between the ages of 36 and 60. When asked about the ages of any children in their homes, the majority listed children between the ages of 2 and 10. Additionally, the most frequently attended classes include dance, sports, and fitness classes. Many of those that completed the survey felt that more programs could be offered for adults (ages 19-59) and seniors (60 and older). On the whole, survey respondents felt that the City offered a good variety of programs at an affordable rate. This information was presented to the Parks and Recreation Commission at its June 2012 meeting.

● COMMUNITY BULLETIN BOARD

The City established a "Community Bulletin Board" at the Community Center in February 2012. At its November 13, 2012, City Council meeting, the City Council also approved the development of an electronic "Community Bulletin Board" tool for the City's website. This board should be active on the City's website by the end of this calendar year. These bulletin boards are for the posting of noncommercial messages that promote educational, philanthropic, civic, charitable, cultural, or recreational activities, events, or fundraisers.

Environment and Conservation



● RECYCLING PROGRAMS

At its June 26, 2012 meeting, the City Council accepted and approved CR&R's offer to continue with the commercial food waste program at the existing rate until CR&R completes construction of its Anaerobic Digestion Plant, which may take up to two years. From January 2012 to September 2012, 95 tons of food waste material has been diverted from landfills. Currently, Kings Fish

House, Saddleback Memorial Medical Center, and the farmers market at the Laguna Hills mall are participating in this program.

This year, a program was started to promote and increase recycling efforts at multi-family units. Using Department of Conservation recycling funds, the City purchased re-usable recycling bags for multi-family residents to collect and dispose recyclable materials in a CR&R white recycling bin. To date, the recycling bag program has been implemented at the Quail Creek, Prado, and Bella Tierra properties.

These recycling programs assist the commercial and multi-family sectors in meeting the requirements of AB 341. Under AB 341, “commercial waste generators,” which includes multi-family dwellings, are required to arrange for recycling services. This measure also established a legislative declaration that it is the policy goal of the State that not less than 75% of solid waste generated be source reduced, recycled, or composted by the year 2020.

● LANDFILL DIVERSION

The 2011 Annual Disposal Report using the per capita disposal figures was submitted to the State Department of Resource Recycling and Recovery (CalRecycle) on July 31, 2012. The City achieved a per capita disposal rate (pounds/person/day) of 3.6 which is well below the per capita disposal target of 5.8 pounds per day. The City's report on its per capita disposal figures and its account of recycling programs was accepted and approved by CalRecycle by receipt of a letter dated August 9, 2012.

● WATER QUALITY

- City staff implemented the Fourth Term NPDES permits issued by both the Santa Ana Regional Water Quality Control Board and the San Diego Regional Water Quality Control Board.
- The City participated in the 16th Annual Inner Coastal Watershed Cleanup Day on September 15, 2012. This was the ninth time the City has participated in this event where volunteers worked together and cleaned parts of the Aliso Hills Channel. The event was a great success as 28 volunteers collected 350 pounds of trash and recyclable material from the trail and creek.
- The City received a grant from the Orange County Transportation Authority to install “debris gates” or trash screens at 68 catch basins throughout the City.

● EARTH DAY LAGUNA HILLS

The City held its annual Earth Day Laguna Hills (formerly Volunteer Connection Day) on Saturday, April 21, 2012. A total of 67 volunteers participated in the event and had the opportunity to explore the new "Green Expo", which included the interactive Wyland Clean Water Mobile Learning Center exhibit. Event participants then broke off into coordinated groups to assist in trail clean-up projects throughout the City, along with the planting of 15 Crepe Myrtle trees along Paseo de Valencia between Stockport and Kennington. An additional 65 people visited the Green Expo and Wyland exhibit without participating in the projects. A highlight of this year's event was the first ever "Earth Day Laguna Hills Art Contest", which drew 50 submissions from elementary school students in the City. All fifty of the submissions were displayed in the plaza area during the event. In addition, as a part of this event, the City re-qualified for its designation as a Tree City USA by the national Arbor Day Foundation.

Police Services



● PUBLIC SAFETY

There were 8,409 total incidents reported in the first three quarters of 2012, which represents a decrease of 8% in reported incidents when compared to the same period in 2011.

The total number of Part I crimes also experienced a slight decrease of 2.3% when compared to last year. This decrease is largely attributed to a sharp decline in the number of reported Assaults and Burglaries.

Part II crimes are generally considered proactive, deputy initiated activities carried out while a deputy is on patrol and not responding to a call. Part II crimes, which include driving under the influence (DUI), narcotics, and vandalism incidents, have decreased significantly by 18% when compared to the same time period last year.

● RESPONSE TIMES IMPROVE

Response times continue to remain within the expected parameters for all four levels of priority calls. The average response time for FY 2011/2012 are 4:50 for Priority 1 calls, 7:29 for Priority 2 calls, 11:36 for Priority 3 calls, and 20:07 for Priority 4 calls. It remains the goal of Laguna Hills Police Services to respond to all Priority 1 calls within five minutes from the time of dispatch to arrival, twelve minutes for Priority 2 calls, and twenty minutes for Priority 3 calls. There is no standard response time goal for Priority 4 calls but rather deputies are dispatched as they become available.

● NEIGHBORHOOD WATCH GROWS

Our Neighborhood Watch Program continues to flourish this year with the addition of two new groups and over 30 new members. Both of the new groups were generated because of the distribution of “warning notices” to areas where residential and/or vehicle burglaries have occurred. In addition, Police Services has participated in community events such as the “Every 15 Minutes” program at Laguna Hills High School, Laguna Hills 4th of July Expo, National Night Out, National Car Seat Check Saturday, Boo Bash at Valencia Elementary and National Take Back Day. Throughout the year there have been a total of 10 Neighborhood Watch meetings.

● COMMUNITY EMERGENCY PREPAREDNESS ACADEMY

Police Services once again conducted the Community Emergency Preparedness Academy (CEPA) where 33 residents completed eight weeks of disaster preparedness training. The training included information on fire safety, search and rescue, utility and water safety procedures, disaster/terrorism overview, and CPR, first aid and AED certification. This year, the participants were invited to tour Orange County’s Emergency Operations Center and 911 Dispatch facility. The final class consisted of a mock disaster drill spanning five different scenarios allowing the participants to practice the disaster training skills learned over the course of the Academy. The graduation ceremony was held on Thursday, November 15, 2012.

2013

Outlook



As we head into 2013, we will continue to focus on objectives that manage costs; invest in job-creating infrastructure; make economic development a priority; and improve the quality of life in Laguna Hills.

● MOULTON-LA PAZ CENTER

With the quiet title action completed and escrow closing on the property in September 2012, this upcoming year will see the redevelopment of the Moulton La Paz Shopping Center. The center will undergo a complete remodel as new facades, new storefronts and refreshed landscaping transform the center and provide a contemporary look. The center has also announced the addition of The Fresh Market, a boutique grocery store patterned after open-air European markets. Construction on the center is anticipated to begin in January 2013 and be completed by early 2014. Staff will work with the owners to facilitate the development of the center.

● LA PAZ OPEN SPACE

Following the rezoning of the 11.3 acre area located on the north side of La Paz Road between Moulton Parkway to the west and Alameda to the east, staff processed a tentative parcel map essentially creating a 3.055 acre lot and a 8.25 acre lot. The smaller parcel was sold to the owner of the adjacent Moulton La Paz Shopping Center owner for redevelopment. Approximately \$1.5 million of the monies from the sale of the smaller parcel will be utilized to rehabilitate the remaining 8.25 acre open space area along La Paz Road and west of Alameda. It is anticipated that construction on the open space will begin in the summer of 2013 and will occur concurrently with the development of the new retail pads and renovations of the center.

● OAKBROOK VILLAGE

A walking village of stores and homes connected by paseos, public plazas and green spaces will replace the 30-year-old Oakbrook Village Center under a plan approved by City Council in November 2012. This project intends to turn the aging shopping center into the City's first urban village by demolishing 148,530 square feet of the existing 200,000 square-foot center and replacing it with 489 homes in multistory residential buildings and up to 82,574 square feet of new retail space. This project would be broken up in two phases. Construction is anticipated to begin in early 2013 and be completed in 2015. City staff will work with the owner of the center to facilitate the development of this project.

● LAGUNA HILLS MALL

The Urban Village is anchored by the regional Laguna Hills Mall. Over the past year, the Mall continues to systematically de-lease in anticipation of their upcoming renovations. The Simon Company has indicated they are working to submit a preliminary application and to make a presentation to the City Council in early 2013. This \$55 million dollar redevelopment project will significantly change the character of the Mall and implement many of the Urban Village Design concepts and provide key linkages, especially pedestrian, to Oakbrook Village

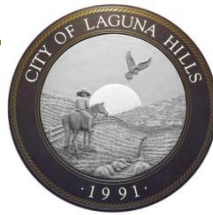
● COMMUNITY CENTER RENOVATION

This project will refurbish the now 11 year-old Community Center building. The planned refurbishment will include a number of improvements such as miscellaneous wall repairs, new paint both inside and outside of the Community Center, the addition of corner projectors, and new carpet throughout the building. The City has recently awarded the project to Nick Stavrianopoulos Construction and Painting. Construction on this \$200,000 project is anticipated to begin in mid-December 2012 and will be completed by February 2013.

● 2013-2015 BIENNIAL BUDGET DEVELOPMENT PROCESS

Since its incorporation, the City has been committed to biennial budgeting and long-range planning. Preparing a budget every other year lends greater weight to the importance of the process. The City's financial policies have served the City well, and the City's adherence to those policies will be imperative for maintaining our strong financial condition. The focus during this upcoming budget cycle will once again be on managing costs, investing in job-creating infrastructure, and making economic development a priority. The six-month budget process will begin in January 2013.

Conclusion



The pages of this report are filled with each Department's major achievements in 2012, and provide ample evidence of hard work and highly competent performance by your dedicated City staff. I am for one, very pleased by everything that has been accomplished. As I stated in my introductory comments to this report, we continue to be challenged by the structural correction that has taken place in the economy in the aftermath of the Great Recession. Adding to this challenge is the continued efforts by the State of California to balance its budget shortfall on the backs of local government and taxpayers. We remain hopeful that with the passage of Proposition 30 on the November ballot, this will no longer be the case, however, we will continue to vigilantly monitor new legislation and related proposals that may impact local governments and limit our ability to manage our own affairs.

We are encouraged by the economic revitalization taking place throughout the City and believe it reflects positively on our City. It is reasonable to assume that private property owners invest in new construction or the redevelopment of their property and assets when they have confidence in the future, and in the community where their property is located. Clearly, the business and property owners that have a stake in the economic future of Laguna Hills have demonstrated a willingness to invest their money to improve their business and their property in the hope of a prosperous future.

As we welcome the addition of two new Council members, I am confident that we will be able to successfully deal with the challenges ahead and maintain our strong financial condition, provided we remain committed to the prudent management practices and policies that have enabled us to be so successful over these past 21 years.

To that end, I believe that the on-going success of our organization is premised upon staying true to our mission, maintaining shared values and vision as well as being dedicated to principle-centered leadership. As I reflect on our many accomplishments in 2012, as well as our accomplishments over the prior twenty years, I am mindful that this was all possible because of the City Council's effective leadership and support. I look forward to working with you on the challenges ahead.

Sincerely,

original signed

BRUCE E. CHANNING
City Manager



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS EMPLOYEES ASSOCIATION.

SUMMARY:

At the November 22, 2011, City Council meeting, the City Council adopted Resolution No. 2011-11-22-3 recognizing the Laguna Hills City Employees Association (LHCEA) as the exclusive representative of the City's full-time and extended part-time non-management and non-confidential employees. In early August of this year, management received a proposal from the LHCEA for an inaugural Memorandum of Understanding (MOU). The LHCEA's proposal was presented to the City Council at the September 25, 2012, City Council meeting and negotiations ensued. There were subsequent counter proposals from both sides. In each instance, counter proposals from the LHCEA were brought to the City Council in closed session at the October 9, 2012, and October 23, 2012, City Council meetings. The City's last offer, approved by the City Council at the October 23, 2012, meeting, was accepted by the LHCEA negotiating team and ratified by its members on October 31, 2012. A draft MOU was presented to the City Council in closed session at the November 13, 2012, City Council meeting. A final copy of the MOU has been posted on the City's web site since Friday, November 16, 2012, for public review. The MOU has a term of three years beginning July 1, 2013, and will mitigate the impact on the City from future personnel cost increases in retirement and health insurance premiums by passing on some of these costs to employees.

BACKGROUND:

On August 22, the LHCEA submitted a proposal to management staff for an inaugural MOU. The LHCEA proposal and a recommended counter-proposal were presented to the City Council in closed session on September 25, 2012. This counter proposal and the City's overall approach to the negotiations were based on the following City objectives:

1. Limit the City's exposure to future cost increases in health insurance premiums.
2. Initiate a change in the cost-sharing arrangement for Employee Pensions.
3. Allow pending legislation to set the retirement program for all new hires. *(This was accomplished under pension reform legislation AB 340 and AB 197.)*
4. Maintain the City's zero exposure to Other Post Employment Benefits (OPEB).
5. Over the City's 8-year financial planning horizon, maintain total personnel cost as a percentage of budget at or below the City's historical experience of 27%.
6. Maintain the City's historical practice of setting employee salary ranges at 5% above the comparator cities average for similar positions.

There were subsequent counter proposals from both sides. In each instance, counter proposals from the LHCEA were brought to the City Council in closed session at the October 9, 2012, and October 23, 2012, City Council meetings. The City's last offer, approved by the City Council at the October 23, 2012, meeting was accepted by the LHCEA negotiating team and ratified by its members on October 31, 2012. A draft MOU was presented to the City Council in closed session at the November 13, 2012, City Council meeting. A final copy of the MOU has been posted on the City's web site since Friday, November 16, 2012, for public review.

The tentative agreements approved by the City Council and ratified by the LHCEA are presented below:

- I. **Term:** Three Years, July 1, 2013, to June 30, 2016
- II. **Completion of a Comprehensive Memorandum of Understanding:** Both parties agree to develop a comprehensive MOU.
- III. **Layoff Policy:** City rules modified to provide minimum of 30 days notice to the association and 14 days notice to affected employees.

- IV. **Disciplinary Appeals Procedure for Minor Discipline:** Suspensions of less than 5 days and letters of reprimand may be appealed through the grievance procedure.
- V. **Release time for Association Activity:** Association members shall be allowed to attend two annual meetings on City Time at a maximum of one hour for each meeting.
- VI. **Veterans Day:** Added as a City holiday.
- VII. **All other terms and conditions of employment** shall remain in effect and are considered to be included in this MOU unless otherwise negotiated.
- VIII. **City agrees to conduct a comprehensive compensation study** in the final year of the MOU.
- IX. **Layoff Policy:** An employee who is promoted into another department shall have rights of reversion to his/her previously occupied position if subject to layoff.
- X. **Vacation Accrual:** Full time employees who reach 20 years of service shall receive a onetime allotment of 40 hours of leave. Said leave must be used in the year it is received and has no cash value.
- XI. **Salary:** Annual salary increases shall be based upon the market survey completed in May of 2013, 2014, and 2015. Employees shall be compensated at 5% above the comparator agencies' average for each classification. Increases shall be not less than 3.5% or greater than 5%.
- XII. **Pension Contributions:** Beginning July 1, 2013, employees shall pay 0.75% toward the City's normal cost rate of its pension program with PERS. This amount will increase to 1.5% on July 1, 2014, and will increase to 2.25% on July 1, 2015. *(It should be noted that under AB 340 and AB197, represented employees do not have to agree to share in pension costs until 2018.)*
- XIII. **Health Insurance:** City will pay the lowest of the PPO and HMO premiums for employees and dependents and will agree to split cost increases beginning on January 1, 2014, 50-50 up to a maximum of 4% for employees in any given year.

For the most part, the MOU contains the same terms and conditions of employment that has been in place through the Salary and Benefits Resolution and the Personnel Policies and Procedures, except as changed by the above tentative agreements. Effective July 1, 2013, the terms and conditions of employment for represented employees will be governed solely by the MOU. Future Salary and Benefits Resolutions and Personnel Policies and Procedures will only effect management, confidential and part-time employees.

The terms and conditions contained in the MOU successfully satisfy the six City objectives listed earlier in this report.

FISCAL IMPACT:

The Consumer Price Index (CPI) for this statistical area has averaged 2.4% since 2005-06. This includes a negative (-2.20%) in the 2009-10 fiscal year. If this historical aberration is ignored, the CPI has increased by an average of 3.16%. Chapman University forecasts the CPI will be 3.3% in 2013. For the employees, this agreement means that in the worst case, they will experience on average about 1.0% annual increase in take-home pay over the next three-year term of the MOU. It should be noted that for some employees, depending on market conditions with comparator agencies, increases in health insurance premiums, and their level of participation (i.e. single, employee plus spouse, or family), they may experience a decrease in take home pay in the third year of the MOU. In the best case for employees (5% maximum salary increases and no increases in health insurance premiums), they will average a 3.43% increase annually over the term of the MOU.

For potential impacts on the City, staff has analyzed five possible scenarios, which can be found in the attachment to this report. The costs analyzed (salary, PERS employee share, and health insurance premiums) represent 84% of all personnel costs related to the represented employees. Scenario 1 is the worst case scenario for employees; scenario 2 is a middle road scenario; scenario 3 is the best case for employees; scenario 4 is the estimated likely outcome; and, scenario 5 is an unlikely outcome and the worst case presented for the City. These scenarios calculate the annual cost increases to the City for represented employees over the term of the MOU and range from a low of \$58,927 in the first year to a high of \$99,061 in the third year. For scenario 4, the likely outcome, annual cost increases average \$66,644, or 2.99%.

It is staff's assessment that the fiscal impacts of the MOU will allow the City to maintain total personnel costs as a percentage of budget at or below the City's historical experience of 27% (see objective no. 5 above).

ATTACHMENTS:

- Fiscal Impact Scenarios
- Memorandum of Understanding

City of Laguna Hills
MOU Fiscal Impact Analysis

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
Scenario 1				
Salaries - 3.5%	1,747,153	1,808,303	1,871,594	1,937,100
PERS Emp Component	124,714	113,019	102,938	92,012
Health - 8% avg annual	293,912	303,384	315,519	328,140
Total	2,165,779	2,224,706	2,290,051	2,357,252
Annual % Increases		2.72%	2.94%	2.93%
Annual Cost Increase		\$ 58,927	\$ 65,345	\$ 67,201

Scenario 2				
Salaries - 4.25%	1,747,153	1,821,407	1,898,817	1,979,517
PERS Emp Component	124,714	113,838	104,435	94,027
Health - 4% avg annual	293,912	303,384	309,452	315,641
Total	2,165,779	2,238,629	2,312,703	2,389,184
Annual % Increases		3.36%	3.31%	3.31%
Annual Cost Increase		\$ 72,850	\$ 74,074	\$ 76,481

Scenario 3				
Salaries - 5%	1,747,153	1,834,511	1,926,236	2,022,548
PERS Emp Component	124,714	114,657	105,943	96,071
Health - 0% avg annual	293,912	303,384	303,384	303,384
Total	2,165,779	2,252,552	2,335,563	2,422,003
Annual % Increases		4.01%	3.69%	3.70%
Annual Cost Increase		\$ 86,773	\$ 83,012	\$ 86,440

Scenario 4 - Likely Outcome				
Salaries - 3.75%	1,747,153	1,812,671	1,880,646	1,951,171
PERS Emp Component	124,714	113,292	103,436	92,681
Health - 6% avg annual	293,912	303,384	312,486	321,860
Total	2,165,779	2,229,347	2,296,567	2,365,711
Annual % Increases		2.94%	3.02%	3.01%
Annual Cost Increase		\$ 63,568	\$ 67,220	\$ 69,144

Scenario 5 - Unlikely Outcome				
Salaries - 5%	1,747,153	1,834,511	1,926,236	2,022,548
PERS Emp Component	124,714	114,657	105,943	96,071
Health - 8% avg annual	293,912	303,384	315,519	328,140
Total	2,165,779	2,252,552	2,347,699	2,446,759
Annual % Increases		4.01%	4.22%	4.22%
Annual Cost Increase		\$ 86,773	\$ 95,147	\$ 99,061

Salary Increases: 3.5%min. / 5.0% max.

PERS Sharing: .075%, 1.5%, 2.25%

Health: 50/50 up to a 4% max for employee

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

I. This Memorandum of Understanding shall be effective July 1, 2013 and shall remain in effect until June 30, 2016.

II. Recognition

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

III. Types of Employees

A. Full Time: 40 hrs/wk (80/2 wks)

B. Extended Part Time: 20 or more but less than 40 hrs. Such employees are at-will.

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

IV. Salary and Pay

A. The Salary Schedule for those positions in the bargaining unit as of the time of the signing of this MOU is as follows:

FULL-TIME POSITIONS – NON-MANAGEMENT	MONTHLY RANGE	
Accountant (1)	\$5,739	\$6,975
Accounting Technician (1)	\$4,356	\$5,295
Administrative Assistant I (2)	\$4,393	\$5,341
Administrative Assistant II (0)	\$4,613	\$5,606
Asst Bldg Official/Senior Bldg Inspector (1)	\$6,095	\$7,409
Associate Engineer (1)	\$7,049	\$8,569
Building Counter Technician (1)	\$4,549	\$5,527
Planning Aide/Code Enforcement Officer (2)	\$3,713	\$4,513
Community Services Senior Leader (3)	\$3,743	\$4,550
Community Services Superintendent (1)	\$7,924	\$9,632

Deputy City Clerk (1)	\$4,733	\$5,753
Finance Manager (1)	\$8,706	\$10,581
Senior Management Analyst (1)	\$6,562	\$7,976
Parks Supervisor (1)	\$6,361	\$7,731
Public Works Supervisor (1)	\$6,361	\$7,731
Receptionist/Secretary (2)	\$3,507	\$4,263
EXTENDED PART-TIME POSITIONS	HOURLY RANGE	
Administrative Assistant I	\$25.36	\$30.81
Clerical Assistant	\$17.27	\$21.00
General Services Clerk	\$17.27	\$21.00
Community Services Leader III	\$15.79	\$19.19
Records Imaging Technician	\$21.68	\$26.34
Senior Planner	\$38.28	\$46.53

B. Salary Increases

In May 2013, 2014, and 2015 a market study will be conducted by the City. Annual increases shall be awarded by the City Manager based upon such market surveys. Employees shall be compensated at 5% above the comparator agencies' average for each classification. Increases shall not be less than 3.5% or greater than 5% and shall take effect on July 1 of each year. In addition, the City agrees to conduct a comprehensive compensation study in the final year of the MOU. The City will use the same comparator agencies that were surveyed in the 2011 compensation study conducted by Ralph Andersen and Associates.

C. Working Out of Class Pay

This section defines when an employee will receive compensation for performing duties in a higher position and classification on an interim or temporary basis.

Employees working out of class as defined herein will be paid an additional 5% of their current classification base salary or the first step of the higher classification, whichever is higher. Compensation for working out of classification is provided as monetary recognition to an employee for assuming and performing the duties normally performed by an employee in a higher classification. Working out of one's position classification must be for an extended period of time wherein a need exists to fulfill the duties and responsibilities of the vacant position. Such an appointment must be approved in advance, in writing, by the City Manager. An extended period of time is generally considered five or more working days.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level. The employee's hire date and anniversary date will remain unchanged throughout the temporary assignment.

If an employee separates from service while on an acting assignment, the employee's regular salary rate, not acting pay, will be used as the basis for any vacation payout.

D. Overtime / Compensatory Time

Full-time and extended part-time, non-management employees assigned duties beyond 40 hours for a regular work week will be compensated for overtime in one of two ways:

1. One and one-half payment of the employee's regular rate of pay for each hour worked over 40 in a work week, or

2. One and one-half hours of compensatory time off for each hour worked over 40 in a work week.

E. Maximum Hours of Compensatory Time

Unless authorized by the City Manager or his designee, employees may not accrue more than 120 hours of compensatory time. After an employee has accrued 120 hours of compensatory time, all subsequent overtime hours worked will be compensated for in cash. The Administrative Services Department will provide a notice when a compensatory balance exceeds 90 hours.

F. Using Compensatory Time

Accrued compensatory time must be used prior to accessing accrued vacation time. When using compensatory time, employees must obtain prior approval from their supervisor.

G. Compensatory Time at Termination

Any compensatory time balance will be paid at the employee's most recent non-exempt rate of pay to the employee upon termination, retirement, or change of status from non-exempt to exempt.

H. Car Allowance

The following positions, at the discretion of the City Manager, may be eligible for a monthly automobile allowance in lieu of mileage reimbursement:

Asst Bldg Official/Senior Bldg Inspector-\$ 500

V. Hours and Work Week

A. Hours

1. The Laguna Hills' City Hall operates from 7:30 a.m. to 5:30 p.m., Monday through Thursday and 8:00 a.m. to 5:00 p.m. on Fridays.

2. Full-time non-management employees work a 40-hour work week; however, the City reserves the right to adjust work hours to meet changing needs and requirements.

3. Some full-time non-management employees work a 9/80 schedule which consists of working eight nine-hour days and one eight hour day during a two week period for a total of eighty hours.

B. Work Week

The workweek is a fixed and recurring period of 168 hours, or seven consecutive 24-hour periods. The workweek begins and ends on either mid-shift Mondays or mid-shift Fridays depending on whether an employee takes every other Friday off or every other Monday off. The workweeks are structured on an individual or group work basis so that 40 hours of work regularly occurs during the fixed and regularly reoccurring period of 168 hours. The specific workweek for each employee is fixed by the City Manager or his designee and is maintained by the Finance Department.

C. Lunch Periods and Breaks

A Department's Supervisor will coordinate daily lunches and breaks. Lunch breaks are unpaid. Lunches and breaks are provided as follows:

1. Full-Time, Non-Management Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

9 hour days for employees on a 9/80 work schedule: 1 hour lunch, two 15-minute breaks

2. Part-Time Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

6-7 hour day: 1/2 hour lunch, two 15-minute breaks

4-5 hour day: one 15-minute break

4 hours: no break

VI. Recruitment

The City Manager or his designee will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal employment opportunity requirements. All hiring efforts are conducted in the spirit of equal opportunity and non-discrimination.

All City appointments and promotions shall be based on merit and fitness, and will be determined by a competitive examination.

A. Closed-Promotional Recruitment

The City Manager or his designee will first consider promotions from within the City. Promoting from within the City is considered a closed-promotional recruitment. Promotions

must be recommended by the Department Head and approved by the City Manager. Even if one qualified candidate within the City exists, the City Manager or his designee will not be required to promote that individual and may use his discretion to go outside and conduct an open recruitment.

B. Open Recruitment

If a closed-promotional recruitment is not recommended or approved, the City Manager or his designee will seek outside candidates through open recruitment. Job announcements will be distributed to City employees and locally advertised in appropriate publications.

No applications for a position will be accepted after the published closing date. If there are no sufficiently qualified candidates at the closing date, the position may be reopened and re-advertised.

VII. Probation

A. The probation period is an integral part of the employment process and provides the opportunity to observe the employee's work and assist the employee's adjustment to the new position. During this period, the probationary employee will have no rights of tenure, and may be terminated with or without cause either during or at the end of the probation period.

B. Duration

1. All newly-hired, full-time, non-management employees are subject to a one year probation period. A Department Head must specifically affirm that an employee has passed probation before he or she will have actually passed probation.

2. Employees reclassified to a position where they have assumed new duties and responsibilities shall be subject to a six-month probation period.

C. Extensions

1. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The employee will be notified in writing of such an extension.

D. Promotional Probation Period

1. All promoted employees are subject to a six month probation period. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The six month probation period for promoted, full-time non-management employees will begin on the first day of the promotion or reclassification.

3. Prior to the end of this period, the Department Head may recommend that the employee return to the former position, range, and salary if the employee's performance and conduct does not meet the standards required for the new position or classification.

E. Action at the End of Probationary Period

Prior to the end of an employee's probationary period, the City Manager or designee shall take one of the following actions:

1. Affirm, in writing, the satisfactory performance and conduct of the employee and designate the employee for regular, full-time employment status.

2. Extend the employee's probationary period.

3. Return the employee to their former class and pay step before promotional probation. If no position is available in the same class and pay step, employee shall be placed in the next highest paid position. If regular, full-time status was not previously attained, the probation period must be completed.

4. Terminate the employee if the employee was newly hired for failing to pass probation.

VIII. Layoff

A. The City Manager may separate any employee from employment, eliminate a class of positions, or freeze vacant positions, because of financial necessity, reduction of work, or abandonment of activities. However, no regular, full-time employee shall be separated from any department while there are emergency, seasonal, probationary, or temporary employees serving in the same class of positions in the City.

If the City Manager eliminates a position, the employee holding such position may be laid off or demoted without disciplinary action and without the right of appeal.

B. Layoff Procedures

The procedure to reduce the work force shall be as follows:

1. 30-Day Notice to the Association and 14 days notice to affected employees.

Employees separated from the City through a reduction in force shall be given a 14-day advance notice of the separation explaining the reason for the separation.

2. Returning City Property

Prior to separation, keys, City identification cards, computer pass-words, security codes, and other City-owned property shall be given or returned to the City Manager or his designee.

3. Compensation

When all City property has been returned, the employee shall receive a two week severance pay based on his/her current pay scale. Additionally, the employee will receive compensation for his/her accrued vacation and sick leave, in accordance with this MOU.

Vacation and sick leave will be compensated in the following manner:

All accrued unused vacation leave shall be paid to the separated employee at his/her current pay scale. The separated employee may also convert unused personal sick leave in excess of 160 hours at a ratio of eight hours of vacation leave for every 24 hours of personal sick leave. If conversion occurs, the employee may increase their compensable vacation leave up to 320 hours.

4. Exit Interview

Prior to separation, the City Manager or his designee shall schedule an exit interview with the employee. Employees are encouraged to use the exit interview process.

C. Reemployment List

The names of regular employees who have been laid-off due to a reduction in the work force shall be placed on an appropriate layoff reemployment list according to the date and the order separated from City service. A reemployment list shall be established by placing the last employee laid-off on the top of the list as the first employee eligible for reemployment. All subsequent laid-off employees will be eligible for reemployment in the same manner.

Each employee on a layoff reemployment list shall remain on that list for six months, and laid-off employees will be considered for reemployment in the same class, or a lower classification within the same classification series, as they were laid-off. The City Manager may extend the active period of reemployment lists or an employee's eligibility if it is in the City's best interest.

D. Order of Layoff

Layoffs will be considered in the following order: temporary, part-time, extended part-time, probationary, and regular employees. Regular employees will be laid off in the inverse order of their seniority in their classification in the department. A layoff out of the inverse order of seniority may be made if, in the City Manager's judgment, retention of special job skills is required.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve months prior to the layoff, as follows:

First, all employees having ratings of "improvement needed"; second, all employees having ratings of "competent"; third, all employees having ratings of "outstanding."

Employees who have been promoted into a higher paying classification within a different department shall have rights of reversion to his/ her previously occupied position if subject to layoff.

IX. Management Rights

The rights of management include but are not limited to:

- A. Determine the mission of its constituent departments and boards;
- B. Set standards of service and hours of operation;
- C. Determine the procedures and standards of selection for employment and promotion;
- D. Determine the content of job descriptions;
- E. Direct its employees;
- F. Take disciplinary action;
- G. Relieve its employees from duty because of lack of work or for other legitimate reasons;
- H. Maintain the efficiency of governmental operations;
- I. Determine the methods, means, and personnel by which governmental operations are to be conducted;
- J. Take all necessary actions to carry out its mission in emergencies;
- K. Exercise control and discretion over its organization and the technology of performing its work.
- L. To propose new classifications during the life of this MOU, and to utilize the procedures of this MOU in order to meet and confer on rates of pay and family of jobs for such new classifications, and to establish and determine thereby such new job classifications; and
- M. To promulgate, modify and enforce work and safety rules and regulations.

X. Employee Rights

The rights of employees include but are not limited to:

- A. The right to work in an environment free from harassment and discrimination based on sex, sexual orientation, race, age, disability, national origin, and religion.
- B. The right to not be retaliated against for complaining about harassment or discrimination in the workplace.

- C. The right to work in a safe work environment.
- D. The right to file grievances in accordance with the procedure set forth in this MOU.

XI. Association Rights

The Association shall have the following rights:

- A. Deduction of Dues: Upon receipt of an authorized card, membership dues of LHCEA members shall be deducted by the City from the paycheck of the members.
- B. Use of Bulletin Boards: The City will provide the Association access to two bulletin boards for purposes of posting information relevant to the Association and its meetings.
- C. Release Time For Meetings: Bargaining unit employees shall be provided with reasonable time off without loss of pay for purposes of meeting and conferring with management over wages, hours and working conditions and notifying its membership of such matters; processing grievances to be limited to meeting with management during the steps of the grievance process as outlined herein; and for representing employees in disciplinary meetings with management. In addition, bargaining unit employees shall be permitted to attend two annual meetings of the Association without loss of pay at a maximum of one hour for each meeting.

XII. Holidays

- A. The City will observe certain fixed holidays during which City Hall will be closed. These include:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Day

- B. Full-time employees shall receive 8 hours pay for these holidays. In order to receive holiday pay, an employee must have received pay for all of both (1) the regularly scheduled work assignment immediately prior to a holiday and (2) the regularly scheduled working assignment immediately after that holiday.

- C. Full-time employees shall receive 104 holiday hours as set forth herein and use the remaining time as discretionary holiday leave subject to supervisor approval.

- D. Extended part-time employees shall receive a maximum of 52 hours for observed holidays as set forth in Section XII. A. above and use the remaining time as discretionary holiday leave subject to supervisor approval.

E. Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.

F. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

G. On the anniversary of the 20th year of full-time service, employees shall receive a one time allotment of 40-hours of discretionary holiday leave which must be used in a twelve month period after received. Such discretionary holiday leave hours do not have any cash value.

XIII. Leaves

A. Leaves With Pay

Full-time employees accrue vacation and sick leave, 32 discretionary holiday leave hours annually, and may accumulate compensatory overtime hours. In the interest of fairly and consistently accommodating all employees and maintaining adequate coverage for City Hall operations, all requested time off shall be first approved by the employee's immediate Supervisor and then approved by the Department Head with consideration to employee's preference and City's business needs.

All requests for leave will be considered based upon availability of employee's leave hours, work load, work schedules, and coverage.

The following process is to be followed when requesting time off:

- Employees desiring time off for planned vacation, discretionary holiday leave, compensatory time, or scheduled medical leave shall make such requests to their immediate Supervisor by filling out a Leave Request form as soon as practicable.
- Final approval of time off rests with the Department Head.
- Vacation leave may only be taken in increments of one hour.

1. Vacation

a. Full-time, non-management employees accrue vacation according to the following schedule:

Years of Service	Rate
0-3	80 hrs/yr or 6.667 hrs/mo
3-10	120 hrs/yr or 10 hrs/mo
10+	160 hrs/yr or 13.334

b. Extended part-time employees accrue vacation leave of 40 hours per year or 3.34 hours per month.

c. Vacation Buy Back

Upon separation or retirement from City service, all employees shall be compensated at their current pay scale for their accrued vacation. No employee shall be allowed to carry over more than 320 hours of vacation time from one fiscal year to the next. At the start of the fiscal year, if an employee has more than 320 hours accrued, the City will automatically cash out any hours in excess of 320.

2. Sick Leave

a. All full-time employees shall accrue sick leave at a rate of 8 hours per month. Extended part-time shall accrue sick leave at a rate of 4 hours per month.

b. All full-time employees prior to completing ten years of service as full-time employees, (hereafter, "ten—year anniversary") shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon honorable retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits set forth above can be exceeded to a maximum of 480 hours.

c. When ill or injured, employees are required to notify their Department Head/Supervisor prior to starting the workday but no later than within one hour after the workday begins. When absence is due to a work-related injury, the employee's Department Head/Supervisor must be notified immediately. Medical verifications will be required for insurance purposes. A doctor's note may be requested by the employee's Department Head.

d. All employees who know they will be absent from work shall receive their Department Head/Supervisor's permission in advance. Employees shall provide at least 30 days notice for foreseeable leaves such as birth, adoption, or planned medical treatment.

e. If an employee's accrued sick leave hours have been exhausted, additional sick time will be either unpaid leave time or deducted from available vacation hours. Use of sick leave hours is a privilege and not to be abused. Under such conditions, the City Manager may choose to identify the time off as an unpaid leave or as vacation time to be paid out of the employee's available vacation hours.

f. Care for Ill Family Member. Employees may use up to fifty percent of their accrued sick leave for the care of an ill child, parent, spouse, or registered domestic partner. "Child" includes a biological, foster, or adopted child; a child of the employee's domestic partner; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent; a step-parent; or a legal guardian. Sick leave to care for ill family members is subject to all policies that apply to sick leave, including medical documentation if applicable.

3. School Activity Leave

Employees are entitled to take up to 40 hours of accrued leave annually to attend school related activities for their children. Such time off must be pre-approved by a supervisor and a supervisor may require proof of attendance.

4. Bereavement Leave

All full-time and extended part-time employees shall receive 3 days bereavement leave for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the City Manager or his designee, the employee shall furnish satisfactory evidence of such death.

5. Court Leave

Although the City is not required to grant employees paid leaves of absence for jury duty pursuant to California Government Code Section 1230, the City has elected to grant full-time employees up to ten (10) working days of service with full pay while performing jury duty services. If an employee is required to serve more than ten working days, then the City Manager may grant an extension of time off with or without pay.

a. If summoned to jury duty, employees should immediately notify their Department Head/Supervisor.

b. Compensation received from jury duty will be deducted from the employee's paycheck; travel, parking, and meal allowances granted by the court may be retained by the employee.

6. Military Leave

a. A full-time employee who is released from active duty with the United States armed forces will be entitled to reinstatement to their former position or one with similar compensation and duties with no loss of seniority rights and full reimbursement for up to 80 hours per fiscal year. However, military leave beyond 80 hours per year shall be without pay, unless the employee chooses to use vacation time while on leave.

b. Prior to use of any military leave, an official copy of military orders must be submitted to the Administrative Services Department.

7. Administrative Leave with Pay Pending Investigation into Possible Misconduct

The City, in its discretion, may place an employee on administrative leave with pay pending an investigation into possible misconduct by the employee.

B. Leaves Without Pay

1. Family Medical Leave Act (FMLA) (See City's Personnel Policies and Procedures)

2. Time off for voting. The City will provide reasonable time off to vote if based on the employee's residence and hours of work, he or she is not able to vote either before or after work.

XIV. Benefits

A. Retirement

The City shall participate in the California Public Employees Retirement System's (Cal PERS). Effective January 1, 2013, the City shall have two tiers of benefits as follows:

1. Tier 1 (Employees hired before January 1, 2013 or individuals hired after January 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Program and pay all employees' contributions to PERS as deferred income. Additional benefits provided through Cal PERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

Extension of Reciprocity Rights for Elective Officers

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement in the six months prior to employment with the City): 2% @ 62 with 3 year Final Compensation.

For Tier 1 employees, beginning July 1, 2013, employees shall pay .75% toward the City's normal cost rate of its pension program with PERS (as determined by PERS). This amount will increase to 1.5% on July 1, 2014 and will increase to 2.25% on July 1, 2015. Tier 2 employees will pay 50% of the normal cost rate of the City's pension program with PERS.

B. Medical Insurance

1. The City will pay for the full cost of the coverage for full-time employee and dependents as defined by the medical insurance program. Beginning January 1, 2014, the City will pay the full cost of the lower of either the PPO or HMO program in a given year for full-time employees and their dependents. Employees are eligible to receive medical insurance the 1st of the month following the date of hire by the City. For extended part-time employees, the City will provide and pay 50% of the lower of either the PPO or HMO premium for employee only.

2. Employees are responsible for notifying the Administrative Services Department of changes in personal information including marital status, number or age of dependents, name, address, etc.

3. Medical insurance is subject to an open enrollment period in October of each year.

4. Upon separation or dismissal, the employee should contact the Administrative Services Department to make the necessary changes concerning insurance coverage.

5. Beginning January 1, 2014, cost increases in medical insurance premiums will be shared 50-50 between the City and employees, up to a maximum of 4% annually for employees.

6. Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees may continue health care coverage for themselves and their dependents under the City's group medical insurance program for a period not to exceed 18 months. The employee must pay the full insurance premium to receive coverage. Any dependent who loses coverage due to the death of the employee, divorce or legal separation from the employee, loss of dependent child status, or loss of Medicare eligibility, has the option to continue coverage for 36 months at the dependent's sole expense.

C. Dental

The City will provide and pay the full cost of a dental insurance plan for full-time employees and their dependents.

D. Vision

The City will provide and pay for the full cost of a vision insurance plan for full-time employees and their dependents.

E. Life Insurance

1. The City will provide and pay life insurance for full-time employees based on 100% of their base salary up to a maximum \$200,000.

2. Coverage is subject to the terms and conditions of the insurance policy given to employees at the time of employment.

F. Deferred Compensation

The City shall make available to all full-time employees the ICMA Retirement Corporations Section 457 Deferred Compensation Plan. This is a voluntary program and is funded at the sole cost of each participating employee.

G. Supplemental Retirement Program

The City shall provide a supplemental retirement program as set forth in Resolution No. 99-05-04-1.

H. Retiree Health Savings

The City shall provide a retiree health savings plan as set forth in Resolution No. 2001-12-11-2.

I. Mileage Reimbursement

All employees not receiving an automobile allowance shall be compensated at the prevailing IRS rate.

J. Disability Insurance

The City will provide and pay for a short and long-term disability plan for all full-time employees.

1. The City provides disability insurance for full-time employees, and includes a short-term disability insurance policy that pays 60% of employees' weekly earnings to a maximum of \$1,000 per week, less any other income benefits. Benefits begin after a 29-day elimination period and may continue for 22 weeks.

2. Employees may use their time available from vacation, discretionary holiday leave and sick time to receive compensation during the 29-day elimination period.

3. Long-term disability pays 60% of the full-time employee's basic monthly earnings to a maximum of \$10,000 per month, less any other income benefits. Benefits begin after a 180-day elimination period.

4. Employees must provide a doctor's release prior to returning to work, and the City will pay the employee's insurance premiums during the six month short-term disability period.

XV. Grievance Procedure

A. An employee may file a grievance regarding management's interpretation or application of any provisions of this MOU.

B. Disciplinary matters involving suspensions of five or more days and terminations (which are subject to the appeal procedure) in addition to matters involving harassment, discrimination, retaliation or safety violations are exempted from this process.

The following procedure shall be used:

1. If an employee has a conflict with his/her immediate Supervisor, and the employee believes further action is necessary to solve the problem, then the employee shall contact his/her immediate Supervisor to discuss the problem. If this discussion settles the matter,

no further action is necessary. However, if the employee feels the meeting does not resolve the problem, then the employee shall contact the Department Head and the Assistant City Manager for a continuation of an information discussion.

2. If no satisfactory solution is reached, the employee has ten working days to begin the written proceedings.

3. The employee shall write a formal statement of grievance detailing the subject of the dispute and provide two copies to his/her immediate Supervisor. (One copy for the Assistant City Manager and the other for the employee's Department Head)

4. Within ten working days of receiving the written statement of grievance, the immediate Supervisor shall respond to the employee in writing.

5. If no response is received, or the response is unsatisfactory, the employee may:

a. Request a reply from the Assistant City Manager within 20 working days of filing the original statement of grievance.

b. The Assistant City Manager shall reply in writing within ten working days of receiving the employee's request for reply.

6. If no reply is received, or the reply is unsatisfactory, the employee may:

a. Send a copy of the original written grievance to the City Manager within 40 working days of filing the original statement of grievance.

b. The City Manager will reply with a written decision within 30 calendar days of receiving a copy of the original statement of grievance. The City Manager's decision is final and not appealable.

C. Important Details

1. When filing a formal grievance, staying within the time limits is extremely important. A grievance will be forfeited if timelines are not adhered. Time limits may be extended by mutual agreement of the parties at any step of the process.

2. Be concise and factual. Cite dates and times verbally and in writing. In the written response, the employee should clearly state the specific problem being appealed, any actions to be taken, and the reasons for the actions.

3. Employees may request another person's assistance to write or present their response and explanation at any time.

XVI. Appeals Procedure for Suspensions of Five Days or More, Demotions, and Terminations

A. Management will not impose a suspension of five or more days, demote, or terminate a non-probationary full-time employee without just cause. A written notice of such

proposed action shall be served on the employee personally, or by certified mail, at least fourteen calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. copies of all material on which the proposed action is based;
4. a statement of the employee's right to respond –either orally or in writing – prior to the effective date of such proposed action;
5. a statement of the employee's right to representation; and
6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, demotion or discharge, an employee will be given an opportunity to respond – either orally or in writing at the employee's option – to a designated City representative, who has the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee may represent him or herself or may be represented by an Association representative in the disciplinary process.

D. An employee shall receive written notice either sustaining, modifying, or canceling a proposed action on or prior to the effective date of such action.

E. Upon receipt of a notice of intent to impose disciplinary action, an employee may, within fourteen calendar days of receipt of such notice, submit a request to the supervisor / manager proposing discipline for a meeting to address the charges in the notice. A meeting will be scheduled at which the employee and/or his representative can make a presentation regarding why discipline should not be imposed or reduced. Within 14 calendar days of such meeting, the supervisor/ manager initially proposing discipline will render a decision regarding the matter.

F. If the employee does not agree with the decision and wishes to further appeal the decision, he or she may file an appeal with the City Manager or his designee within fourteen calendar days of receipt of the decision from the supervisor/ manager. An appeal to the City Manager or his designee consists of a full trial-type evidentiary hearing where the employee may present witnesses and written evidence as well as have the opportunity to cross-examine witnesses and make opening and closing arguments (either in writing or orally). An employee may represent him or herself or may be represented by an Association representative. Such hearings are closed to the public but may be tape recorded or recorded through a court reporter. At the conclusion of the hearing, if a designated hearing officer is used, he or she will render a recommendation to the City Manager within the 30 days after the matter is submitted. The City Manager will consider the recommendation and either uphold or modify the recommendation. The City Manager's decision will be the final step in the appeal process.

XVII. Severability

In the event that any provision of this MOU is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire MOU, it being the express intent of the City Council that all other provisions not declared invalid shall remain in full force and effect.

XVIII. No Strike

During the life of this MOU, no work stoppages, strikes, slowdowns, or other concerted employee actions that can be interpreted as job actions shall be caused or sanctioned by the Association – nor shall any lockouts be caused by the City. In the event any employees covered by this MOU, individually or collectively, violate the provisions of this section and the Association fails to make all reasonable efforts to halt the work interruption, the Association and the employees involved shall be deemed in violation of this section. The City shall be entitled to seek all remedies available to it under the applicable law.

XIX. City's Policies and Procedures

All rules of conduct set forth in the City's Policies and Procedures (as modified from time to time) pertaining to such matters as harassment, drug and alcohol testing, dress code, workplace violence, FMLA, pregnancy disability leave, court leave and other policies applicable to all employees of the City shall continue to apply to bargaining unit employees unless otherwise made expressly inapplicable to bargaining unit employees.

BRUCE CHANNING Date
CITY MANAGER

MELISSA AU-YEUNG Date
LHCEA PRESIDENT

DANIEL MEEHAN Date
LHCEA VICE PRESIDENT

NANCY GAGGIOLI Date
LHCEA BOARD MEMBER



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 27, 2012

TO: MAYOR AND CITY COUNCIL

**FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT**

**ISSUE: ADOPTION OF AN ORDINANCE APPROVING AND ADOPTING A
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS
AND LAGUNA HILLS INVESTMENT COMPANY**

**RECOMMENDATION: THAT THE CITY COUNCIL CONDUCT THE SECOND
READING, READ BY TITLE ONLY, WAIVE FURTHER READING OF, AND ADOPT AN
ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND LAGUNA HILLS INVESTMENT
COMPANY FOR THE OAKBROOK VILLAGE SHOPPING CENTER REDEVELOPMENT
PROJECT."**

SUMMARY:

Adoption of the proposed Ordinance completes the second reading process required under state law for new Ordinances, allowing the Development Agreement between the City and the owner of the Oakbrook Village Shopping Center to become effective.

BACKGROUND:

On November 13, 2012, the City Council introduced the referenced Ordinance for first reading after the Planning Agency approved the various zoning entitlements for the redevelopment project for Oakbrook Village consisting of Site Development Permit/ Master Sign Program/ Conditional Use Permit/ Parking Use Permit/ Vesting Tentative Tract Map/ Precise Plan/ Development Agreement No. 2012-11-2137. The City Council will recall that the proposed Ordinance results in the approval and adoption of the Development Agreement between the City and the Laguna Hills Investment Company which is included with Attachment 1.

Staff notes that the zoning entitlements approved by the Planning Agency for the redevelopment of Oakbrook Village Shopping Center are not valid until the effective date of the proposed Ordinance which would be 30 days after adoption (December 28, 2012). The Planning Agency's approved Resolution is included as Attachment 2.

It would be appropriate for the City Council to adopt the attached Ordinance, completing the remaining step necessary to approve the project.

FISCAL IMPACT:

Not Applicable.

CEQA FINDINGS:

On November 13, 2012, the City Council independently considered the Second Addendum prepared by City Staff, along with a Program Environmental Impact Report entitled "City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse No. 20080811100 ("PEIR"), and found that no further environmental documentation was required because: (i) the project is within the scope of the PEIR; (ii) the project is consistent with the development density established by the Update and UVSP Amendment; (iii) there are no substantial changes in the Project requiring major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (iv) there are no substantial changes with respect to the circumstances under which the Project is being undertaken which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; and (v) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the PEIR was certified showing that: (a) the Project will have one or more significant effects not discussed in the PEIR; (b) significant effects previously examined will be substantially more severe than shown in the PEIR; (c) mitigation measures or alternatives previously found not feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the mitigation measures or alternatives have not been adopted; or (d) mitigation measures or alternatives considerably different from those analyzed in the PEIR would substantially reduce one or more significant effects on the environment, but the mitigation measures or alternatives have not been adopted. (Public Resources Code Sections 21166 and 21083.3, and CEQA Guidelines Sections 15168, 15162, 15164, and 15183.)

ATTACHMENTS:

- Attachment 1 – Ordinance No. 2012-4
- Attachment 2 – Planning Agency Resolution No. 2012-11-13-1

Attachment 1 – Ordinance No. 2012-4

ORDINANCE NO. 2012-4

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND LAGUNA HILLS INVESTMENT COMPANY FOR THE OAKBROOK VILLAGE SHOPPING CENTER REDEVELOPMENT PROJECT

WHEREAS, Laguna Hills Investment Company ("Developer") initiated an application with the City of Laguna Hills ("City") for approval of a development agreement to redevelop the Oakbrook Village Shopping Center, an approximate 19.2 acre existing shopping center site located at 24231-24391 Avenida de la Carlota, Laguna Hills, into a multi-phase, mixed-use project consisting of multi-family residential units, renovated and expanded retail uses, public open space, pedestrian pathways, and private and public infrastructure improvements within the Village Commercial District of the Urban Village Specific Plan, generally located south of the Laguna Hills Mall along Avenida de la Carlota to the East, north of Los Alisos Boulevard (the "Project"); and,

WHEREAS, in June 2009, in connection with an update to the General Plan ("Update"), the City prepared a Program Environmental Impact Report entitled City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse No. 20080811100 ("PEIR"). On July 14, 2009, the City Council certified the PEIR and adopted a Statement of Findings of Fact, a Statement of Overriding Considerations and Mitigation Monitoring Program. The City filed a Notice of Determination on July 15, 2009; and,

WHEREAS, on April 12, 2011, the City Council considered an Addendum to the PEIR ("First Addendum") prepared in connection with the adoption of an amendment to the Urban Village Specific Plan ("UVSP Amendment"); and,

WHEREAS, the redevelopment of Oakbrook Village Shopping Center is considered a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*, and California Code of Regulations, Title 14, Sections 15000 *et seq.* ("CEQA"); and

WHEREAS, the redevelopment of the Oakbrook Village Shopping Center was an activity contemplated by the Update and analyzed by the PEIR. The City of Laguna Hills, as lead agency, has prepared an initial study checklist and has determined that the Project is within the scope of the PEIR. Based on the initial study completed, the Project is consistent with the development density established by the Update and UVSP Amendment, and will not result in any new significant effects that were not examined in the PEIR, a substantial increase in the severity of significant effects examined in the PEIR, or require any new mitigation measures or alternatives. The applicable mitigation measures identified in the PEIR are incorporated into the design of the Project or are imposed as conditions of approval, as appropriate. The

City, therefore, has prepared an Addendum to the PEIR for the Project (the "Second Addendum") pursuant to Public Resources Code Sections 21166, 21083.3 and CEQA Guidelines Sections 15168, 15162, 15164, and 15183; and

WHEREAS, the City Council serves as, and is, the Planning Agency of the City pursuant to Government Code Section 65100; and

WHEREAS, on November 2, 2012, as required by Government Code Section 65867, the City caused public notice to be given of the City Council's intention to consider adoption of the development agreement for the Project, and on November 13, 2012, as required by Government Code Section 65867, the City Council held a public hearing on adoption of the development agreement, and introduction and first reading of this ordinance; and,

WHEREAS, on November 27, 2012, the City Council considered the adoption of this ordinance approving and authorizing the execution of the development agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City Council has independently considered the Second Addendum prepared by City Staff, along with the PEIR, and finds that no further environmental documentation is required because: (i) the Project is within the scope of the PEIR; (ii) the Project is consistent with the development density established by the Update and UVSP Amendment; (iii) there are no substantial changes in the Project requiring major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (iv) there are no substantial changes with respect to the circumstances under which the Project is being undertaken which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; and (v) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the PEIR was certified, showing that: (a) the Project will have one or more significant effects not discussed in the PEIR; (b) significant effects previously examined will be substantially more severe than shown in the PEIR; (c) mitigation measures or alternatives previously found not feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the mitigation measures or alternatives have not been adopted; or (d) mitigation measures or alternatives considerably different from those analyzed in the PEIR would substantially reduce one or more significant effects on the environment, but those mitigation measures or alternatives have not been adopted. (Public Resources Code Sections 21166 and 21083.3, and CEQA Guidelines Sections 15168, 15162, 15164, and 15183.)

SECTION 2. The development agreement with the Developer for the Project attached hereto as Exhibit "A" is hereby APPROVED based on the following statement of findings:

A. The development agreement and the Project are consistent with the objectives, policies, general land uses, and programs of the Laguna Hills General Plan and the Urban Village Specific Plan encouraging an urban village identity to include a variety of high quality public, regional commercial, recreational, and high density residential uses working in concert to create an "urban village" with enhanced pedestrian areas conveniently linking commercial, residential, and civic areas.

1. Phase 1 of the Project consisting of approval of Vesting Tentative Map (VTM) / Site Development Permit (SDPM) / Conditional Use Permit (CUP)/ Precise Plan (PP)/ Parking Use Permit (PUP) / Master Sign Program (MSP) No. 12-11-2137 includes:

- i. the demolition of approximately 82,730 square feet of the approximately 190,956 square feet of existing retail space on the on the Project property;
- ii. the redevelopment of existing retail space and construction of approximately 9,000 square feet of additional new retail space, resulting in approximately 132,200 square feet, and no less than a minimum of 124,000 square feet of retail space on the Project property;
- iii. the renovation of the façades of all remaining retail structures located on the Project property other than the restaurant buildings currently housing the Lone Star and El Torito restaurants;
- iv. the construction of a maximum of 289 multi-family residential units;
- v. the construction of an approximately 17,000 square foot Village Green;
- vi. the construction of an east-west pedestrian paseo;
- vii. the construction of an improved north-south pedestrian paseo;
- viii. the construction of a hillside pedestrian paseo connecting the north-south pedestrian paseo with the adjacent property occupied by the Laguna Hills Mall;
- ix. the construction of a pedestrian trail along the north property line;
- x. the construction of two parking lot paseos;
- xi. the construction of various pedestrian connections between all buildings on the Project property;
- xii. the installation of a traffic signal at the intersection of Avenida de la Carlota and the main entrance to the Project property, including interconnection to the existing traffic signal at the intersection of Avenida de la Carlota and Los Alisos Boulevard, and construction on the easterly side of Avenida de la Carlota of a public sidewalk connection to the Oakbrook Plaza office development;
- xiii. dedication of the public right-of-way necessary for, and construction of, a new curb line along the entire Property frontage

- of Avenida de la Carlota, including a six foot wide landscaped parkway space and a minimum six foot wide sidewalk;
- xiv. construction of storm drain connections, inlets, and/or other improvements necessary to eliminate all cross-gutter drainage across both the main and the northerly entrance driveway intersections with Avenida de la Carlota;
- xv. the installation of debris gates at all catch basin inlets along the Project property frontage to Avenida de la Carlota;
- xvi. the realignment of the intersection of the northerly entrance to the Project property with Avenida de la Carlota;
- xvii. the construction or reconstruction of all curb ramps on Avenida de la Carlota at each entrance to the Project property to current Americans with Disability Act standards.

2. Phase 2 of the Project includes:

- i. the construction of a maximum of 200 additional multi-family residential units;
- ii. the construction of a minimum of 27,000 square feet of new retail space within the residential/retail mixed-use structures or on other areas on the Project property;
- iii. the construction of such additional new retail space necessary to result in a minimum of 125,000 total aggregate square feet of retail space; and
- iv. the construction of an approximately 7,000 square foot secondary Village Green area directly adjacent to the Phase 1 Village Green area.

- B. The development agreement and the Project are consistent with the densities and uses authorized for the Project site specified in the Laguna Hills General Plan, the Urban Village Specific Plan, and the Zoning and Development Code of the City.
- C. The development agreement provides for the orderly development of the Project property. The development agreement identifies the different phases and timing for construction of the Project and public improvements.
- D. The development agreement and the Project are consistent with the Zoning and Development Code of the City, compatible with the present and future logical growth of the proposed project area (as envisioned in the Laguna Hills General Plan and Urban Village Specific Plan), and designed to protect and promote the public health, safety and welfare.

SECTION 3. The City Council finds that the above recitations are true and correct and constitute the findings of the City Council and Planning Agency in this case.

SECTION 4. The City Manager is hereby directed and authorized to take all necessary actions to implement this ordinance, including but not limited to, the execution of the development agreement attached hereto as Exhibit "A" and other related documents.

SECTION 5. A fully executed copy of the development agreement attached hereto as Exhibit A between the City and the Developer shall be filed and maintained in the office of the City Clerk.

SECTION 6. The City Clerk shall record a copy of the development agreement within 10 days of the effective date of this Ordinance, on or before January 7, 2013.

SECTION 7. This Ordinance shall become effective 30 days after its adoption, on December 28, 2012.

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

SECTION 9. The City Clerk shall certify to the adoption of this ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this ordinance and a certified copy of the text of this ordinance shall be posted in the office of the City Clerk five days prior to the date of adoption of this ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this ordinance, together with the vote for and against the same, in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 27th day of November, 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2012-4 was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 13th day of
November, 2012, and that thereafter, said Ordinance was duly adopted and passed at
a Regular Meeting of the City Council held on the 27th day of November, 2012, by the
following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

PEGGY J. JOHNS, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2012-4, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, APPROVING AND ADOPTING A
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
LAGUNA HILLS AND LAGUNA HILLS INVESTMENT
COMPANY FOR THE OAKBROOK VILLAGE SHOPPING
CENTER REDEVELOPMENT PROJECT

on the 16th day of November 2012 was published in summary in the Register Newspaper and on the 7th day of December 2012, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 14th day of November 2012, and the 28th day of November 2012, caused to be posted in summary in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California

EXHIBIT A

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Laguna Hills
c/o City Clerk
24035 El Toro Road
Laguna Hills, California 92653

(Space Above Line for Recorder's Use)
Exempt from Recorder's Fees Pursuant to
Government Code §§ 6103 and 27383

**DEVELOPMENT AGREEMENT
(Oakbrook Village Shopping Center Mixed Use Project)**

BY AND BETWEEN

**THE CITY OF LAGUNA HILLS, a municipal corporation, duly organized and existing
under the Constitution and laws of the State of California**

AND

LAGUNA HILLS INVESTMENT COMPANY, a Delaware limited partnership

THIS DEVELOPMENT AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF ITS EFFECTIVE DATE
PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE §65868.5

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**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LAGUNA HILLS
AND
LAGUNA HILLS INVESTMENT COMPANY**

This Development Agreement ("Development Agreement") is made and entered into this 28th day of December, 2012 ("Development Agreement Date"), by and between the City of Laguna Hills, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California ("City") and Laguna Hills Investment Company, a Delaware limited partnership (collectively "Owner"), pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division I of Title 7, Sections 65864 through 65869.5 of the California Government Code (the "Development Agreement Statute").

RECITALS

This Development Agreement is predicated upon the following facts:

A. City is authorized, pursuant to California Government Code §§65864 through 65869.5 (the "Development Agreement Statute") and Chapter 9-84 of the Laguna Hills Municipal Code (the "Development Agreement Ordinance") to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to, among other things: encourage and provide for the development of public facilities in order to support development projects; provide certainty in the approval of development projects in order to avoid the waste of resources and the escalation in project costs and to encourage investment in and commitment to comprehensive land use planning, which will make maximum efficient utilization of resources at the least economic cost to the public; provide assurance to the applicants of development projects: (i) that they may proceed with their projects in accordance with existing policies, rules and regulations, subject to the conditions of approval of such projects and provisions of such development agreements, and (ii) encourage private participation in comprehensive planning and reduce the private and public economic costs of development.

B. These Recitals refer to and utilize certain terms which are defined in this Development Agreement. The Parties intend to refer to those definitions in conjunction with the use thereof in these Recitals.

C. City desires that the approximately 240 acre area bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and I-5 on the east be developed in a manner consistent with the Village Commercial land use designation of the City's General Plan, which generally envisions the development of this area as a community core in which a variety of public, regional commercial, recreational, and high density residential uses work in concert to create an "urban village" with enhanced pedestrian areas conveniently linking commercial, residential, and civic areas.

D. In order to carry out the goals and policies of the General Plan for the Village Commercial area, on November 26, 2002, the Laguna Hills City Council adopted the Urban Village Specific Plan (the "Specific Plan"), establishing a land use concept, plans for additional public open space and pedestrian pathways, design guidelines, and development standards for new developments in the Specific Plan area aimed at creating an urban village identity. The allowed development intensity in the Specific Plan area is determined based upon vehicle trip generation limits, rather than land use type or size, and the Specific Plan provides for flexibility in development options and the mixture of land uses, provided established anticipated aggregate vehicle trip limits generated by new development are not exceeded. The City implements this aspect of the Specific Plan through a vehicle trip budget debiting process pursuant to which additional peak hour vehicle trips generated by each new development or redevelopment project are subtracted from the current aggregate total additional peak hour vehicle trips available to accommodate future new development in the Specific Plan area (the "Specific Plan Area Trip Budget Allocation"). Pursuant to the Specific Plan, applicants for new development projects are authorized to develop to the maximum intensity of their plans upon verification that the vehicle trip generation impacts created by the new development will not exceed the remaining Specific Plan Area Trip Budget Allocation. In July 2009, the Laguna Hills City Council adopted a comprehensive update to the City's General Plan, which authorized increased development intensity, and a corresponding increased number of authorized aggregate additional vehicle trips to accommodate future development projects, within the Specific Plan area. In April 2011, the Laguna Hills City Council approved amendments to the Specific Plan in order to implement the General Plan update.

E. In 2009, in connection with approving the updated General Plan, the City prepared a Program Environmental Impact Report entitled City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse No. 20080811100 ("PEIR"). On July 14, 2009, the City Council certified the PEIR, adopted a Statement of Findings of Fact, a Statement of Overriding Considerations and Mitigation Monitoring Program. City filed a Notice of Determination on July 15, 2009. On April 12, 2011, the City Council adopted an Addendum to the PEIR in connection with the adoption of the Specific Plan Amendment (the "First Addendum").

F. In order to implement the Project, Owner has submitted, and City has approved, Site Development Permit / Master Sign Program / Conditional Use Permit / Parking Use Permit / Vesting Tentative Map / Precise Plan / Development Agreement No. 12-11-2137 for Phase 1 of the Project (the "Phase 1 Project Approvals").

G. Owner represents that it owns in fee the approximately 19.2-acre existing Oakbrook Village shopping center property (the "Property") located at 24231-24391 Avenida de la Carlota, Laguna Hills, California, within the Specific Plan area, which is more particularly described in **Exhibit A** to this Development Agreement.

H. Owner desires to re-develop the existing shopping center Property in accordance with the provisions of this Development Agreement by developing a multi-phase, mixed-use project consisting of multi-family residential units, renovated and expanded retail uses, public open space, pedestrian pathways, and private and public infrastructure improvements, all as more particularly defined herein (hereinafter collectively referred to as the "Project").

I. City desires to accomplish the goals and objectives set forth in City's General Plan and the Specific Plan, and finds that the Project will accomplish said goals and objectives. The City has determined that the Project is consistent with the General Plan, the Specific Plan and the Existing Land Use Regulations, as defined below.

J. In accordance with the Specific Plan, Owner has prepared a comprehensive traffic study dated October, 2012, (the "Traffic Study"), which analyzes the anticipated traffic impacts of the Project, calculates the additional peak hour vehicle trips that will be generated as a result of the Project, and demonstrates that there are sufficient remaining additional peak hour vehicle trips available in the current Specific Plan Area Trip Budget Allocation to accommodate the Project.

K. As consideration for the benefits gained by Owner from the vested rights acquired pursuant to the Development Agreement Statute and to conform with the requirements of the Specific Plan, City is requiring that Owner construct and install as part of Development of the Project certain public improvements and provide other public benefits.

L. In order to avoid any misunderstandings or disputes which may arise from time to time between Owner and City concerning the proposed Development of the Project and to assure each party of the intention of the other as to the processing of any land use entitlements which now or hereafter may be required for such development, the Parties believe it is desirable to set forth their intentions and understandings in this Development Agreement. In order for both City and Owner to achieve their respective objectives, it is imperative that each be as certain as possible that Owner will develop and that City will permit Owner to proceed with Development of the Project and public improvements and other public benefits as approved by City within the time periods provided in this Development Agreement, except as otherwise indicated herein.

M. On November 2, 2012, as required by Section 65867 of the Development Agreement Statute, the City caused public notice to be given of the City Council's intention to consider adoption of a development agreement for the Project.

N. On November 13, 2012, as required by Section 65867 of the Development Agreement Statute, the City Council held a public hearing on the Development Agreement.

O. The City has prepared an initial study checklist and has determined that the Project is within the scope of the PEIR. Based on the initial study completed, the Project will not result in any new significant effects that were not examined in the PEIR, or require any new mitigation measures pursuant to Public Resources Code Section 21166 and/or CEQA Guidelines Section 15162. The applicable mitigation measures identified in the PEIR are incorporated into the design of the Project and will be imposed as conditions of approval, as appropriate. The City, therefore, has prepared an Addendum to the PEIR for the Project (the "Second Addendum"). The City Council, after considering the requirements of the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*, and California Code of Regulations, Title 14, Sections 15000 *et seq.* ("CEQA), including Sections 21083.3 and 21166, of the California Public Resources Code and Sections 15168, 15162, 15164, and 15183 of the CEQA Guidelines, independently considered the Second Addendum, along with the PEIR, prior to approving this Development Agreement.

P. The City Council hereby finds and determines that this Development Agreement: (i) is consistent with the objectives, policies, general land uses, and programs contained City's General Plan and Urban Village Specific Plan; (ii) is compatible with the uses authorized in the Village Commercial land use district; (iii) provides for the orderly development of the Property; and (iv) is entered into pursuant to and in compliance with the requirements of Section 65867 of the Development Agreement Statute.

Q. In preparing and adopting the General Plan and in granting the Existing Development Approvals, City considered the health, safety and general welfare of the residents of City and prepared in this regard an extensive environmental impact report and other studies. Without limiting the generality of the foregoing, in preparing and adopting the General Plan and in granting the Existing Development Approvals, the City Council carefully considered and determined the projected needs (taking into consideration the planned development of the Project and all other areas within the City) for water service, sewer service, storm drains, electrical facilities, traffic/circulation infrastructure, police and fire services, paramedic and similar improvements, facilities and services within the Specific Plan, and the appropriateness of the density and intensity of the development comprising the Project and the needs of City and surrounding areas for other infrastructure.

R. On November 27, 2012, the City Council adopted the Authorizing Ordinance approving and authorizing the execution of this Development Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute, and pursuant to the Development Agreement Ordinance, and pursuant to the mutual promises and covenants herein contained, the Parties hereto agree as follows:

SECTION 1 DEFINITIONS

The following words and phrases are used as defined terms throughout this Development Agreement, and each defined term shall have the meaning set forth below.

1.1 Authorizing Ordinance. The "Authorizing Ordinance" means Ordinance No. 2012-4 approving and authorizing this Development Agreement.

1.2 CEQA. "CEQA" means the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*, and the regulations adopted pursuant thereto (Title 14 of the California Code of Regulations, Section 15000 *et seq.*), as they may be amended from time to time.

1.3 City. "City" means the City of Laguna Hills, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California.

1.4 Deferred Retail Pads. "Deferred Retail Pads" means the two pads identified as "Deferred Retail Pad" on the Phase 1 Site Plan and Phase 2 Building Envelope attached at **Exhibit C** to this Development Agreement, and on the site plan approved pursuant to the Phase 1 Project Approvals, and consisting of approximately 14,000 square feet of new retail space.

1.5 Development. "Development" or "Redevelopment" means the improvement or renovation of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, without limitation: grading; the construction of infrastructure and public facilities related to the Project, whether located within or outside the Property; the construction of buildings, structures, and other facilities; the installation of landscaping; and the construction of other facilities and improvements necessary or appropriate for the Project. "Development" or "Redevelopment" does not mean the maintenance, repair or reconstruction of any building, structure, improvement, landscaping or facility after the initial construction and completion thereof.

1.6 Development Agreement. "Development Agreement" means this Development Agreement and any subsequent amendments to this Development Agreement which have been made in compliance with the provisions of this Development Agreement, the Development Agreement Statute, and the Development Agreement Ordinance.

1.7 Development Agreement Date. The "Development Agreement Date" means the effective date of the Authorizing Ordinance, which date is shown on page 1, paragraph 1 of this Development Agreement.

1.8 Development Agreement Ordinance. The "Development Agreement Ordinance" means Chapter 9-84 of the Laguna Hills Municipal Code.

1.9 Development Agreement Statute. The "Development Agreement Statute" means Sections 65864 through 65869.5 of the California Government Code as it exists on the Development Agreement Date.

1.10 Development Approvals. "Development Approvals" means the Specific Plan, maps, permits and other entitlements to use of every kind and nature which are approved or granted by City in connection with Development of the Property, including, but not limited to: site plans, precise plans, tentative and vesting tentative maps, final subdivision maps, variances, conditional use permits, parking use permits, master sign programs, site development permits, lot line adjustments, and grading, building and other similar permits. To the extent any of such site specific plans, maps, permits and other entitlements to use are amended from time to time, "Development Approvals" shall include such matters as so amended. If this Development Agreement is required by law to be amended in order for "Development Approvals" to include any such amendments, "Development Approvals" shall not include such amendments unless and until this Development Agreement is so amended.

1.11 Development Fees. "Development Fees" shall have the meaning ascribed in Section 10.1 of this Development Agreement, as specified in **Exhibit B** to this Development Agreement.

1.12 Development Plan. "Development Plan" means Development of the Property pursuant to this Development Agreement, the Existing Development Approvals, and the Existing Land Use Regulations, as well as all Subsequent Development Approvals, and all Subsequent Land Use Regulations to which Owner has consented to in writing.

1.13 Discretionary Action(s), Discretionary Approval(s), or Discretionary Permit(s). "Discretionary Action(s)", "Discretionary Approval(s)", or "Discretionary Permit(s)" means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which is defined herein as a Ministerial Action, Ministerial Approval, or Ministerial Permit.

1.14 Existing Development Approvals. "Existing Development Approvals" means all Development Approvals, including, without limitation, the Specific Plan, this Development Agreement, and the Phase 1 Project Approvals, approved or issued for the Project on or before the Development Agreement Date.

1.15 Existing Land Use Regulations. "Existing Land Use Regulations" means all ordinances, laws, resolutions, codes, rules, regulations, moratoria, initiatives, policies, requirements, or guidelines of the City in effect on the Development Agreement Date, which govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to, the General Plan, the Zoning Code, the Specific Plan, Mitigation Monitoring Program, and all other ordinances of City establishing subdivision standards, park regulations, impact or Development Fees and building and improvement standards. Existing Land Use Regulations do not include non-land use regulations, which include, without limitation, all City ordinances, resolutions, rules, regulations or official policies governing: business licenses issued by the City for the conduct of businesses, professions, and occupations; taxes and assessments; the control and abatement of nuisances; the granting of encroachment permits and the conveyance of rights and interests which provide for the use of the entry upon public property; and/or the exercise of the power of eminent domain.

1.16 General Plan. "General Plan" means the City General Plan, as updated on July 14, 2009.

1.17 Ministerial Action(s), Ministerial Approval(s), or Ministerial Permit(s). "Ministerial Action(s)", "Ministerial Approval(s)", and "Ministerial Permit(s)" means a permit approval or clearance in conformance with the Existing Land Use Regulations, including, without limitation, conformance maps for tentative maps, determinations of compliance with the Project conditions of approval of the Development Approvals, grading plans, improvement plans, buildings plans and specifications, and ministerial issuance of one or more final maps, zoning clearances, grading permits, improvement permits, wall permits, building permits, demolition permits, lot line adjustments, encroachment permits, temporary use permits, and certificates of use and occupancy as necessary for completion of the Development of the Property, as distinguished from an activity which is defined herein as a Discretionary Action, Discretionary Approval, or Discretionary Permit.

1.18 Mitigation Monitoring Program. "Mitigation Monitoring Program" means the Mitigation Monitoring and Reporting Program adopted by the City Council on July 14, 2009 in conjunction with certification of the Program Environmental Impact Report prepared in connection with the 2009 Comprehensive Update of the City's General Plan.

1.19 Mortgage. "Mortgage" means a mortgage, deed of trust or sale and leaseback arrangement or other transaction in which the Property, or a portion thereof or an interest therein, is pledged as security.

1.20 Mortgagee. "Mortgagee" means the holder of the beneficial interest under a Mortgage, or the owner of the Property, or interest therein, under a Mortgage.

1.21 Owner. "Owner" is Laguna Hills Investment Company, and any person or entity with which or into which Laguna Hills Investment Company may merge, and any person or entity who may acquire substantially all of the assets of Laguna Hills Investment Company, and any person or entity who receives any of the rights or obligations under this Development Agreement in accordance with the provisions of Section 21 (Assignment) of this Development Agreement.

1.22 Parties. "Parties" means the Owner and the City.

1.23 Phase 1. "Phase 1" of the Project means those certain improvements described in the Phase 1 Project Approvals and the public improvements required to be constructed pursuant to the Existing Land Use Regulations and the conditions of approval to the Existing Development Approvals. Phase 1 of the Project generally includes, without limitation: (i) the demolition of approximately 82,730 square feet of the approximately 190,956 square feet of existing retail space on the Property; (ii) the construction of the Deferred Retail Pads and approximately 9,000 square feet of additional new retail space, resulting in approximately 132,200 square feet, and no less than a minimum of 124,000 square feet of retail space on the Property; (iii) the renovation of the façades of all remaining retail structures located on the Property other than restaurant Buildings D and E (Lone Star and El Torito); (iv) the construction of a maximum of 289 multi-family residential units; and (v) the construction of the Phase 1 Public Improvements, as defined in Section 1.25, below.

1.24 Phase 1 Project Approvals. "Phase 1 Project Approvals" means Site Development Permit / Master Sign Program / Conditional Use Permit / Parking Use Permit / Vesting Tentative Map / Precise Plan / Development Agreement No. 12-11-2137 and all conditions of approval with respect thereto.

1.25 Phase 1 Public Improvements. "Phase 1 Public Improvements" means the following improvements, as more specifically described in the Phase 1 Project Approvals and this Development Agreement: (i) the construction of an approximately 17,000 square foot Village Green; (ii) the construction of an east-west pedestrian paseo; (iii) the construction of an improved north-south pedestrian paseo; (iv) the construction of a hillside pedestrian paseo connecting the north-south pedestrian paseo with the adjacent property occupied by the Laguna Hills Mall; (v) the construction of a pedestrian trail along the north property line; (vi) the construction of two parking lot paseos; (vii) the construction of various pedestrian connections between all buildings; (viii) the installation of a traffic signal at the intersection of Avenida de la Carlota and the main entrance to the Property, including interconnection to the existing traffic signal at the intersection of Avenida de la Carlota and Los Alisos Boulevard, and construction on the easterly side of Avenida de la Carlota of a public sidewalk connection to the Oakbrook Plaza office development; (ix) dedication of the public right-of-way necessary for, and construction of,

a new curb line along the entire Property frontage of Avenida de la Carlota, including a six (6) foot wide landscaped parkway space and a minimum six (6) foot wide sidewalk; (x) construction of storm drain connections, inlets, and/or other improvements necessary to eliminate all cross-gutter drainage across both the main and the northerly entrance driveway intersections with Avenida de la Carlota; (xi) the installation of debris gates at all catch basin inlets along the Property frontage to Avenida de la Carlota; (xii) the realignment of the intersection of the northerly entrance to the Property with Avenida de la Carlota; (xiii) the construction or reconstruction of all curb ramps on Avenida de la Carlota at each entrance to the Property to current Americans with Disability Act ("ADA") standards; and (xiv) construction of any and all other public improvements required to be constructed pursuant to the Existing Land Use Regulations and the conditions of approval to the Existing Development Approvals.

1.26 Phase 2. "Phase 2" of the Project means the Development or Redevelopment of the Property in accordance with the Subsequent Development Approvals and in a manner that shall result in: (i) the construction of a maximum of 200 additional multi-family residential units; (ii) the required construction of a minimum of 27,000 square feet of new retail space within the residential/retail mixed-use structures or on other areas on the Property; (iii) the required construction of such additional new retail space necessary to result in a minimum of 125,000 total aggregate square feet of retail space on the Property; and (iv) the required construction of an approximately 7,000 square foot secondary Village Green area directly adjacent to the Phase 1 Village Green area. Phase 2 may be developed in sub-phases, if, and to the extent, authorized pursuant to the Subsequent Development Approvals. The approximate locations and/or building envelope of the residential and retail structures and Village Green area on the Property following completion of Phase 2 are generally depicted on **Exhibit C** to this Development Agreement.

1.27 Phase 2 Project Approvals. "Phase 2 Project Approvals" means all Development Approvals necessary for Development of all portions and/or sub-phases Phase 2 of the Project, and which require Discretionary Action or Discretionary Approval by the City's Planning Agency or City Council.

1.28 Project. The "Project" means Phase 1 and Phase 2. In general, the Project consists of the Development of a multi-phase, mixed-use project on the Property generally consisting of multi-family residential units, renovated and expanded retail uses, public open space, pedestrian pathways, and private and public infrastructure improvements.

1.29 Project Trip Budget Allocation. "Project Trip Budget Allocation" means the total aggregate net additional AM and PM peak hour vehicle trips anticipated to be generated as a result of full development of the Project, as determined by the Traffic Study (see pages 14-15 and Table 5) and in accordance with Section 5.6. As set forth in the Traffic Study, as of the Development Agreement Date, the Project is allocated 194 total additional AM and 44 total additional PM peak hour vehicle trips.

1.30 Property. The "Property" means the real property described in **Exhibit A** to this Development Agreement.

1.31 Specific Plan. "Specific Plan" means the Urban Village Specific Plan approved by the City Council on November 26, 2002, and amended by the City Council in 2011.

1.32 Specific Plan Area Trip Budget Allocation. "Specific Plan Area Trip Budget Allocation" means the then current number of remaining AM and PM peak hour vehicle trips available to accommodate future new development in the Specific Plan area as calculated by the City in accordance with the vehicle trip budget debiting process contemplated by the General Plan and the Specific Plan.

1.33 Subsequent Development Approvals. "Subsequent Development Approvals" means all Development Approvals approved, granted, or issued for the Project after the Development Agreement Date, including the Phase 2 Project Approvals, which are required or permitted by the Existing Land Use Regulations, or by the Subsequent Land Use Regulations to which Owner has consented in writing, and this Development Agreement.

1.34 Subsequent Land Use Regulations. "Subsequent Land Use Regulations" means any change in or addition to the Existing Land Use Regulations adopted or becoming effective after the Development Agreement Date, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the City Council or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, or changes in state law, which would, absent this Development Agreement, otherwise be applicable to the Project.

1.35 Term. "Term" is defined in Section 2 of this Development Agreement.

1.36 Traffic Study. "Traffic Study" means the comprehensive traffic study dated October, 2012, submitted by Owner pursuant to the Specific Plan and in conjunction with the Second Addendum, which analyzes the anticipated traffic impacts of the Project and calculates the additional AM and PM peak hour vehicle trips that will be generated by the Project. Pursuant to the Traffic Study, the estimated total additional AM and PM peak hour vehicle trips that will be generated by the Project are calculated utilizing the trip generation rates set forth in the Institute of Traffic Engineer's (ITE) Trip Generation Manual, 8th Edition.

1.37 Uniform Codes. "Uniform Codes" means codes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, and also adopted by the City, if applicable City-wide.

1.38 Zoning Code. "Zoning Code" refers to Title 9 of the Laguna Hills Municipal Code.

SECTION 2 TERM

2.1 Duration of Term. The term ("Term") of this Development Agreement shall be that period of time during which this Development Agreement shall be in effect and bind the Parties hereto. The Term shall commence on the Development Agreement Date and shall extend for an initial period of eleven (11) years thereafter, terminating at the end of the day on the eleventh (11th) anniversary of the Development Agreement Date, subject to the mandatory

extension provisions of Section 2.2 , the termination provisions of Sections 2.3, 2.4, 2.5, and 5.4.1, the mutual cancellation provisions of Section 17, the periodic review provisions of Section 18, the default provisions of Section 19, the modification or termination provisions of Section 20, and the force majeure tolling provisions of Section 22.1, respectively, of this Development Agreement.

2.2 Extension of Term. The Term of this Development Agreement shall be automatically extended an additional four (4) years if, prior to expiration of the initial Term, as defined in Section 2.1, Owner has completed Development of all portions of Phase 1 of the Project and has obtained all Phase 2 Project Approvals. For purposes of the foregoing sentence, "completed" shall have the same meaning as defined in Section 5.4.1 of this Development Agreement. Notwithstanding the foregoing, the Parties may mutually agree to extend the Term of the Development Agreement, regardless of whether the mandatory extension provisions of this Section 2.2 are applicable.

2.3 Termination Due to Owner's Failure to Timely Commence or Complete Phase 1. This Development Agreement and all Development Approvals for the Project shall automatically terminate and be void and of no further force and effect upon the effective date of an ordinance adopted by the City Council in accordance with Section 5.4.1 of this Development Agreement terminating the Development Agreement pursuant to a finding by the City Council that Owner has failed to timely commence or complete Phase 1 of the Project.

2.4 Termination Due to Judicial Order. This Development Agreement shall terminate and be of no further force and effect upon the occurrence of the entry of a final judgment or issuance of a final order, after all appeals have been exhausted, directed to City as a result of any lawsuit filed against City to set aside, withdraw or abrogate the approval of the City Council of this Development Agreement.

2.5 Automatic Termination upon Completion of Project. If not already terminated by reason of any other provision in this Development Agreement, or for any other reason, this Development Agreement shall automatically terminate and be of no further force and effect upon completion of the Project pursuant to the terms of this Development Agreement and any further amendments thereto and the issuance of all occupancy permits and acceptance by City of all dedications and improvements as required by the Development of the Project.

2.6 Effect of Expiration of Term Prior to Completion of Project. If not already terminated by reason of any other provision in this Development Agreement, or for any other reason, this Development Agreement and all Development Approvals shall automatically terminate and be of no further force and effect upon expiration of the Term, regardless of whether the Project has been completed. Upon expiration of the Term, Owner's rights to proceed with Development of the Project pursuant to this Development Agreement shall also automatically terminate and be of no further force and effect.

SECTION 3 BINDING COVENANTS

The provisions of this Development Agreement to the extent permitted by law shall constitute covenants which shall run with the Property for the benefit thereof, and the benefits and burdens of this Development Agreement shall bind and inure to the benefit of the Parties and all successors in interest to the Parties hereto.

SECTION 4 EFFECT OF AGREEMENT

As a material part of the consideration of this Development Agreement, unless otherwise provided herein, the Parties agree that the Existing Land Use Regulations shall be applicable to development of the Project. In connection with all subsequent Discretionary Actions which City takes or has the right to take under this Development Agreement relating to the Project, including any review, approval, renewal, conditional approval or denial, City shall exercise its discretion or take action in a manner which complies and is consistent with the Existing Land Use Regulations (as same may be modified in accordance with this Development Agreement) and such other standards, terms and conditions expressly contained in this Development Agreement. City shall accept and timely process, in the normal manner for processing such matters as may then be applicable, all applications for further approvals with respect to the Project called for or required under this Development Agreement, including, without limitation, any necessary site plan, precise plan, site development permit, conditional use permit, parking use permit, lot line adjustment, tentative map, vesting tentative map, final map and any grading, construction or other permits filed by Owner in accordance with the Development Approvals.

SECTION 5 DEVELOPMENT OF PROJECT

5.1 Rights to Develop. Subject to and during the Term of this Development Agreement, including Section 16 (Reserved Authority), Owner shall have a vested right to develop the Project in accordance with, and to the extent of, the Development Plan, the Development Approvals, and this Development Agreement. No Subsequent Land Use Regulation shall delay, hinder, or impede the purpose or the effect of this vested right unless specifically permitted by this Development Agreement or agreed to in writing by Owner. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes shall be those set forth in the Development Plan.

5.2 Vesting of Rights of Developer. The City agrees that the right to Develop the Project consistent with the Development Plan is vested in Owner by this Development Agreement. Owner's right to develop the Project shall be vested in accordance with this Development Agreement and the Development Agreement Statute.

5.3 Effect of Development Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Development Agreement, the only rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and

construction standards and specifications applicable to Development of the Property, shall be those set forth in the Existing Land Use Regulations and the Subsequent Land Use Regulations to which Owner has consented in writing, subject to the terms of this Development Agreement.

5.4 Timing of Development.

5.4.1 Phase 1. Owner expressly understands and agrees that its commitment to timely commence and complete Phase 1 of the Project is a material inducement to City's approval of this Development Agreement. Accordingly, except as otherwise expressly provided herein, Developer shall (i) have obtained all applicable grading, encroachment, building, demolition, and similar permits for Development of all portions of Phase 1 of the Project within two (2) years of the Development Agreement Date, and (ii) have completed Development of all portions of Phase 1 of the Project within five (5) years of the Development Agreement Date. For purposes of this Section 5.4.1, "completed" means that Owner (i) has obtained all required written City approvals for the façade renovations required by the Existing Development Approvals, (ii) has obtained residential and commercial certificates of occupancy for all Development contemplated under the Existing Development Approvals, and (iii) has obtained written approval from the appropriate City officials for all Phase 1 Public Improvements. Notwithstanding Sections 17, 18, 19, 20, or any other provision of this Development Agreement, and without complying with the provisions of Sections 17, 18, 19, and 20, it is expressly understood and agreed by the Parties that the City Council may unilaterally terminate this Development Agreement if, following notice and a public hearing in accordance with applicable law, the City Council finds that Owner has failed to commence or complete the required portions of Phase 1 of the Project in accordance with this Section. Notwithstanding Section 5.5, below, this Development Agreement and Development Approvals for the Project shall automatically expire, terminate and be of no further force and effect upon the effective date of an ordinance adopted by the City Council terminating this Development Agreement based on such a finding pursuant to this Section.

5.4.2 Deferred Retail Pads. Owner's Development of the Deferred Retail Pads shall not be subject to the requirements of Section 5.4.1 and may be completed at any time prior to, or concurrently with, Owner's Development of Phase 2. In addition, subject to all applicable Subsequent Development Approvals, in lieu of Development of either or both of the Deferred Retail Pads at the locations specified in the Phase 1 Project Approvals, Owner may proceed with Development or Redevelopment of an equivalent or greater amount of new retail space on the Property. If Owner elects to proceed with Development or Redevelopment of an equivalent or greater amount of new retail space on the Property, rather than proceed with the Development of either or both of the Deferred Retail Pads at the locations specified in the Phase 1 Site Plan and Phase 2 Building Envelope attached at **Exhibit C** and in the Phase 1 Project Approvals, such new retail space shall be in addition to, and not be included in the calculation of, the minimum 27,000 square feet of new retail space required to be constructed within the residential/retail mixed-use structures as part of Phase 2.

5.4.3 Phase 1 Public Improvements. Notwithstanding Section 5.4.1, Owner shall not be obligated to commence the Phase 1 Public Improvements within two (2) years of the Development Agreement Date. However, with the exception of the Village Green, Owner shall complete the Phase 1 Public Improvements prior to issuance of the first residential certificate of

occupancy for Phase 1. Accordingly, Owner shall not be entitled to the issuance of, and City shall not be obligated to issue, certificates of occupancy for any residential units constructed in Phase 1 of the Project until all Phase 1 Public Improvements, other than the Village Green, have been completed and accepted by City. Owner shall complete construction of the Phase 1 Village Green prior to issuance of the final residential certificate of occupancy for Phase 1. Accordingly, Owner shall not be entitled to the issuance of, and City shall not be obligated to issue, a certificate of occupancy for the last residential unit (or the building in which the last residential unit is located, if applicable) constructed in Phase 1 of the Project until the Village Green for Phase 1 has been completed and approved in writing by the City.

5.4.4 Phase 2. In the event Owner elects to proceed with the Development of Phase 2, Owner shall apply for all Phase 2 Project Approvals simultaneously, and Owner's Development of Phase 2 of the Project shall be in accordance with the Development Plan, including, but not limited to, the Subsequent Development Approvals. Except as otherwise modified pursuant to the Subsequent Development Approvals, the approximate locations and/or building envelope of the Phase 2 residential and retail structures and Village Green area shall be as generally depicted on **Exhibit C** to this Development Agreement. Owner expressly understands and agrees that Owner's right pursuant to this Development Agreement to proceed with the Development of any residential units as part of Phase 2 is expressly contingent upon: (i) Owner's Development of a minimum of 27,000 square feet of new retail space within the residential/retail mixed-use structure or structures housing the residential units or on other areas on the Property; (ii) Owner's Development of such additional retail space necessary to result in a minimum of 125,000 total aggregate square feet of retail space on the Property (inclusive of the Deferred Retail Pads) and/or payment of a Phase 2 retail loss impact fee pursuant to Section 10.4; and (iii) Owner's construction of a minimum 7,000 square foot secondary Village Green area on the Property. Accordingly, the timing and sequencing of Development of the component portions of Phase 2 shall be subject to City's discretionary approval pursuant to the Subsequent Development Approvals, provided, however, that Development of all of Phase 2 shall be completed within the Term of this Development Agreement. For purposes of this Section 5.4.4, "completed" means that Owner (i) has obtained residential and commercial certificates of occupancy for all Development contemplated under the Subsequent Development Approvals, and (ii) has obtained written approval from the appropriate City officials for the Phase 2 secondary Village Green area.

5.4.5 Owner's Discretion in Timing of Development. The Parties acknowledge that Owner cannot at this time predict when or the precise rate at which the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand and other similar factors. The California Supreme Court held in *Pardee Construction v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a latter-enacted initiative restricting the timing of development to prevail over such parties' agreement. It is the Parties' intent to cure that deficiency by expressly addressing the timing of Development. Except as expressly set forth in the Development Plan, including, without limitation, Section 5.4 of this Development Agreement, regardless of any future enactment, whether by initiative or otherwise, Owner shall have the vested right to Develop the various components of the Project in such order, at such rate, and at such times as Owner deems appropriate within the exercise of its subjective business judgment.

5.5 Tentative Subdivision Map and Other Entitlement Extensions. Unless otherwise terminated pursuant to Section 5.4.1, above, in accordance with California Government Code Sections 65863.9 and 66452.6, all tentative subdivision maps or tentative parcel maps, whether vesting or not, or any other Development Approvals, except for grading and building permits and certificates of occupancy, which may be approved by the City in connection with Development of the Property, shall be granted an extension of time for the Term of this Development Agreement. The Parties also agree that phased final subdivision maps may be processed and recorded.

5.6 Project Trip Budget Allocation. During the Term of this Development Agreement, the City shall allocate to the Project the number of A.M. and P.M. peak hour vehicle trips equal to the Project Trip Budget Allocation and debit an equal amount from the Specific Plan Area Trip Budget Allocation available for other future new development in the Specific Plan area. As of the Development Agreement Date, the Project Trip Budget Allocation is equal to 194 total additional AM and 44 total additional PM peak hour vehicle trips, which has been calculated in accordance with the trip generation rates published in the Institute of Traffic Engineer's (ITE) Trip Generation Manual, 8th Edition (see Traffic Study, pages 14-15 and Table 5). During the Term of this Development Agreement, the Project Trip Budget Allocation shall be automatically adjusted without the need to amend this Development Agreement, to account for future changes in the trip generation rates published in future editions of the ITE Trip Generation Manual. Prior to issuance or approval of any permits or land use entitlements for the expansion or intensification of existing uses or the construction of new development in the Specific Plan area that would necessitate adjustment to the Specific Plan Area Trip Budget Allocation, City's City Manager, or his or her designee, shall review the trip generation rates published in the then latest edition of the ITE Trip Generation Manual and determine whether the Project Trip Budget Allocation should be automatically adjusted in accordance therewith. If the City Manager, or his or her designee, determines, in his or her reasonable discretion, that the Project Trip Budget Allocation should be automatically adjusted due to changes in the published trip generation rates, City shall debit the number of A.M. and P.M. peak hour vehicle trips equal to the adjusted Project Trip Budget Allocation from the Specific Plan Area Trip Budget Allocation available for other future new development in the Specific Plan area.

SECTION 6 ENFORCEMENT

Unless this Development Agreement is terminated or cancelled pursuant to the provisions of this Development Agreement, this Development Agreement or any amendment hereto, shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building ordinance adopted by City which alters or amends the rules, regulations or policies of Development of the Project as provided in this Development Agreement pursuant to Section 65865.4 of the Development Agreement Statute; provided, however, that the limitations of this Section shall not apply to changes mandated by State or Federal laws or other permissible changes or new regulations as more particularly set forth in Section 16 of this Development Agreement.

SECTION 7 PUBLIC BENEFITS

7.1 Installation of Traffic Signal. In accordance with the Phase 1 Project Approvals, before issuance of the first residential certificate of occupancy for Phase 1 of the Project, Owner shall install, to the reasonable satisfaction of the City Engineer, a traffic signal at the intersection of Avenida de la Carlota and the main entrance to the Project, including interconnection to the existing traffic signal at the intersection of Avenida de la Carlota and Los Alisos Boulevard via conduit and hardwire, and construction on the easterly side of Avenida de la Carlota of a public sidewalk connection to the Oakbrook Plaza office development. Said traffic signal shall be constructed to applicable State and City standards and specifications and shall be equipped with video detection and controller equipment as approved by City. The sidewalks and ramps at all corners of the newly signalized intersection and the sidewalk connection to the Oakbrook Plaza office development on the easterly side of Avenida de la Carlota shall be constructed and/or modified to conform to City and Americans With Disabilities Act (“ADA”) standards.

7.2 Installation of New Curb Line, Landscaped Parkway, and Sidewalk. In accordance with the Phase 1 Project Approvals, before issuance of the first residential certificate of occupancy for Phase 1 of the Project, Owner shall dedicate and transfer to City the public right-of-way necessary for, and shall construct and create, a new curb line along the entire Property frontage of Avenida de la Carlota, including a six (6) foot wide landscaped parkway space and a minimum six (6) foot wide sidewalk to City standards and specifications. Such improvements shall not interfere with existing vehicular lane configurations or result in modifications that have the effect of reducing any on-site parking for the Project. Required parkway improvements shall be as shown on the landscape plans approved as part of the Phase 1 Project Approvals, shall be consistent with the Specific Plan, and shall include all irrigation and drainage facilities and improvements deemed necessary by City’s City Engineer.

7.3 Provision of the Village Green Park Facilities. In accordance with the Development Approvals, Owner shall complete the construction and improvement of an approximately 17,000 square foot Village Green park facility in Phase 1 of the Project and an approximately 7,000 square foot Village Green park facility in Phase 2 of the Project. The Village Green park facilities are generally described and depicted in **Exhibit D** to this Development Agreement. Although the Village Greens will be available for public access and will be publically accessible, subject to Owner and City reaching an agreement upon park area operating hours and authorized uses, the Village Greens shall be privately owned, operated, and maintained by Owner.

7.4 Construction of Pedestrian Paseos. In accordance with the Development Approvals, Owner shall complete construction of various pedestrian paseos and pathways during Phase 1 of the Project, including, but not limited to, the following: (i) a pedestrian paseo, extending from the western driveway of the Project to the Laguna Hills Mall, connecting to the Village Green and then east to Avenida de la Carlota; (ii) a improved north-south pedestrian paseo; (iii) a hillside paseo connecting the north-south paseo with the Laguna Hills Mall; (iv) a pedestrian trail along the north Property line; (v) and two parking lot paseos. The pedestrian paseos are described and depicted in **Exhibit E** to this Development Agreement.

7.5 Provision of Public Art. Owner shall furnish public art in connection with the Project, and/or pay an in-lieu fee, pursuant to the Specific Plan and other Existing Development Approvals. The Parties understand and agree that the City shall have the right to approve, in advance, the proposed type, size, art medium, location, and content of all Public Art. The Parties agree that, to the extent that the value of the public art provided and/or in-lieu fee paid by Owner for Phase 1 exceeds one-half percent (0.5%) of the total construction costs of Phase 1, as determined by the City, if Owner Develops Phase 2, Owner shall be entitled to a credit in such amount towards Owner's obligation to provide public art and/or pay an in-lieu fee pursuant to the Development of Phase 2.

SECTION 8 PUBLIC IMPROVEMENTS AND SERVICES

8.1 Public Improvements Required to Support the Project. As material consideration for City's entering into this Development Agreement, Owner shall undertake the construction and installation of public improvements required by the Development Approvals, the Existing Land Use Regulations, this Development Agreement, and the Specific Plan to support the Project as specified in **Exhibit F** to this Development Agreement. **Exhibit F** constitutes a complete list of all required public improvements for the Project, unless the Project is modified, requiring the modification of **Exhibit F**.

8.2 Cooperation by City and Owner for Public Improvements. The required public improvements will be designed and constructed in phases as required to service the Project or as otherwise required by the Project conditions of approval and/or this Development Agreement. Owner shall design and construct these public improvements in accordance with all applicable federal, state and City laws, ordinances, regulations, codes, standards, and other applicable requirements. These improvements shall be subject to City's approval and acceptance. City shall cooperate with Owner for the purpose of coordinating all public improvements constructed under the Development Approvals or this Development Agreement to existing or newly constructed public improvements, whether located within or outside of the Property. Owner shall be responsible for and use good faith efforts to acquire any right(s)-of-way necessary to construct the public improvements required by, or otherwise necessary to comply with the conditions of, this Development Agreement or any Development Approvals. Should it become necessary due to Owner's failure or inability to acquire said right(s)-of-way within four (4) months after Owner begins its efforts to so acquire said right(s)-of-way, City shall negotiate the purchase of the necessary right(s)-of-way to construct the public improvements as required by, or otherwise necessary to comply with the conditions of, this Development Agreement and, if necessary in accordance with the procedures established by State law, and the limitations hereinafter set forth in this Section, City may use its powers of eminent domain to condemn said required right(s)-of-way. Owner agrees to pay for all costs associated with said acquisition and condemnation proceedings. If City cannot make the proper findings or if for some other reason under the condemnation laws City is prevented from acquiring the necessary right(s)-of-way to enable Owner to construct the public improvements required by, or otherwise necessary to comply with the conditions of, this Development Agreement, then the Parties agree to amend this Development Agreement to modify Owner's obligations accordingly. Any such required modification shall involve the substitution of other considerations or obligations by Owner (of similar value) as are negotiated in good faith between the parties hereto. Nothing contained in

this Section shall be deemed to constitute a determination or resolution of necessity by City to initiate condemnation proceedings.

8.3 Timing, Phasing and Sequence of Public Improvements and Facilities. The timing, phasing and sequence of the construction of public improvements, facilities or the payment of fees therefore shall be constructed or paid in accordance with the timing, phasing and sequence set forth in the Development Plan.

8.4 Maintenance of Public Improvements. City shall not be responsible or liable for the maintenance or care of public improvements, intended to be dedicated to the City, until City approves and accepts them. City shall exercise no control over the public improvements until accepted. Any use by any person of the public improvements, or any portion thereof, shall be at the sole and exclusive risk of the Owner at all times prior to City's acceptance of the public improvements. Owner shall maintain all the public improvements in a state of good repair until they are completed by Owner and approved and accepted by City. If Owner fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Owner under this Development Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the public improvements or their condition prior to acceptance. Approval and acceptance of public improvements shall not be unreasonably withheld by the City.

8.5 Acceptance of Improvements; As-Built or Record Drawings. If the public improvements are properly completed by Owner and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City shall accept the public improvements. Prior to the total or partial acceptance of the public improvements by City, Owner shall file with the Recorder's Office of the County of Orange a notice of completion for the accepted public improvements in accordance with California Civil Code section 3093, at which time the accepted public improvements shall become the sole and exclusive property of City without payment therefore. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any public improvements. Notwithstanding the foregoing, City may not accept any public improvements unless and until Owner provides the required sets of "as built" or record drawings or plans to the City for review and approval for all such public improvements. The drawings shall be certified and shall reflect the condition of the public improvements as constructed, with all changes incorporated therein.

8.6 Facilitation of the Building of Future Pedestrian Connection Improvements. The City agrees that it shall use reasonable efforts to coordinate with the owner of the Laguna Hills Mall to facilitate the potential future building of a pedestrian connection between the northwest corner of the Property to the existing transit station and a pedestrian connection from the Property's west vehicular entry point to the Laguna Hills Mall.

SECTION 9 DEDICATIONS AND EXACTIONS

9.1 Dedications In Conjunction With Public Improvements. Right-of-way or property for required public improvements shall be irrevocably offered for dedication as required by the Phase 1 Project Approvals. These dedications shall be in fee or as an easement at the discretion of City. The City may accept the Owner's offer of dedication upon Owner's completion and acceptance by City of the associated improvements in compliance with the specifications as approved by City. Nothing contained in this Development Agreement, however, shall be deemed to preclude City from exercising the power of eminent domain with respect to the Property or the Project, or any part thereof.

9.2 Dedication for Public Roadway and Signalized Intersection at Laguna Hills Mall. In order to accommodate the potential need for a future public roadway along the southerly property line of the Laguna Hills Mall ("Mall") and a signalized intersection at the west vehicular entry point to the Mall, Owner shall irrevocably offer to dedicate real property needed for such public roadway and traffic signal improvements, as more particularly described and depicted on the vesting tentative map approved pursuant to the Phase 1 Project Approvals. If City accepts the irrevocable offer to dedicate while the Development Agreement is still in effect, Owner agrees to contribute Owner's fair share, as determined by the City in its reasonable discretion, of the cost of signal improvements for one signal for the future public roadway described above, not to exceed fifty percent (50%) of such estimated cost. Owner shall deposit said fair share of the estimated cost with City within one hundred twenty (120) days of written demand from City. If Owner's fair share of the actual cost to construct the signal improvements exceeds the amount of Owner's deposit, Owner shall deposit the difference with City within thirty (30) days of receipt of written notice and an accounting from City. If Owner's fair share of the actual cost to construct the signal improvements is less than the amount of Owner's deposit, City shall refund the difference to Owner.

9.3 Dedication for New Curb Line, Landscaped Parkway, and Sidewalk Along Avenida de la Carlota. Owner shall dedicate to City the real property necessary for the new curb line, six (6) foot wide landscaped parkway space, and a minimum six (6) foot wide sidewalk along the entire Property frontage of Avenida de la Carlota, as further described in Section 7.2. Such dedication shall be made pursuant to the vesting tentative map approved pursuant to the Phase 1 Project Approvals.

9.4 Dedication Associated with New Southerly Entrance to Property. Owner shall dedicate to City the real property necessary for street and highway and incidental purposes associated with Owner's construction of the southerly entrance to the Project. Such dedication shall be made pursuant to the vesting tentative map approved pursuant to the Phase 1 Project Approvals.

9.5 Vacation of Portion of Public Driveway Accessing Avenida de la Carlota. The Parties acknowledge that the existing driveway providing ingress and egress to the Property from Avenida de la Carlota includes property dedicated as public right of way, and that, as part of the Project, Owner intends to relocate said driveway. Subject to limitation by applicable legal and regulatory authority, upon Owner's completion of relocation of the driveway to the reasonable satisfaction of the City Engineer, in his sole discretion, City agrees to institute proceedings to

vacate that portion of the public right of way over the existing driveway determined by the City to no longer be necessary for public use and to promptly pursue such proceedings to a final decision. Upon completion of said vacation proceedings and vacation of the applicable portion of public right of way, City shall convey such portion of the former public right of way at no cost to Owner, which conveyance may be executed by City's City Manager.

SECTION 10 FEES

10.1 Development Fees Applicable to the Project. Owner shall pay all existing impact and development fees applicable to the Project on the Development Agreement Date charged by City for the purpose of defraying all or a portion of the cost of public facilities related to development of the Project ("Development Fees"). All Development Fees applicable to the Project are listed in **Exhibit B** to this Development Agreement.

The Parties acknowledge that the following fees, taxes, and charges do not constitute Development Fees and that nothing in this Development Agreement is intended or shall be construed to release Owner from the obligation to pay these fees, taxes, and charges, including increases, if and when they become due:

(a) City's normal fees for processing, environmental assessment and review, tentative tract and parcel map review, plan checking, site review and approval, administrative review, building permit, grading permit, inspection, and similar fees imposed to recover City's costs associated with processing, reviewing, and inspecting project applications, plans, and specifications; and

(b) Fees and charges levied by any other public agency, utility, district, or joint powers authority, regardless of whether City collects those fees and charges; and

(c) Community facility district special taxes or special district assessments or similar assessments, business license fees, bonds or other security required for public improvements, sales taxes, property taxes, sewer lateral connection fees, water service connection fees, new water meter fees, and the property development tax payable under the Laguna Hills Municipal Code.

10.2 Fees Applicable for Modified Development Approvals. Notwithstanding Section 10.1 of this Development Agreement, if and to the extent that the Development Approvals applicable to the Property are amended after the Development Agreement Date and Owner is authorized under the modified Development Approvals to develop any additional density or intensity of use beyond what is allowed as of the Development Agreement Date, City shall retain the right to require Owner to pay all City fees for such additional density or intensity of use to the extent such fees would be applicable in the absence of this Development Agreement.

10.3 Public Park In-lieu Fees. Owner hereby agrees that Chapter 8-06 of the Laguna Hills Municipal Code pertaining to park dedication and in-lieu fee requirements shall apply to both Phase 1 and Phase 2 of the Project, regardless of whether Owner proposes a subdivision map for each Phase. Accordingly, as part of the Development Fees applicable to the Project pursuant to this Development Agreement, Owner hereby agrees to, and shall, pay City a public

park in-lieu fee of Seven Thousand Three Hundred Ninety Two Dollars (\$7,392.00) for each residential unit constructed as part of the Project, which amount the Parties agree is the applicable per dwelling unit fee calculated pursuant to Chapter 8-06 of the Laguna Hills Municipal Code. Said fee shall be paid on a per unit basis at the time of filing of the final map or, if no final map is filed, prior to issuance of a building permit for each residential unit.

10.4 Phase 2 Retail Loss Impact Fee. Owner understands and agrees that Owner's commitment to timely construct such additional new retail space necessary to result in a minimum of 125,000 total aggregate square feet of retail space on the Property is a material inducement to City's agreement to permit Owner to demolish existing retail space and construct additional residential units on the Property in Phase 2, and that Owner's failure to complete construction of all such additional new retail space prior to completion of the additional Phase 2 residential units will result in the loss of future revenue to City necessary to offset the costs of certain City services required by the Project that are not otherwise being reimbursed to City. Accordingly, as security for Owner's commitment to construct such additional new retail space in Phase 2, prior to issuance of the first residential Certificate of Occupancy for Phase 2 for any portion of Phase 2, Owner shall provide security to the City in the amounts and forms described below.

10.4.1 Amount of Security. Owner shall provide security to the City in an amount equal to the present value of the aggregate "Projected Annual City Sales Tax Revenue" anticipated to be generated by the "Retail Square Footage Deficit" over a twenty (20) year period commencing on January 1st of the calendar year in which the "Phase 2 Retail Commencement Date" occurs, where:

(a) the assumed present value interest factor / discount rate is four percent (4.0%);

(b) "Projected Annual City Sales Tax Revenue" is assumed to equal three dollars (\$3.32) per square foot of retail space as of 2012 and to increase at a rate of two and one-half percent (2.5%) per year thereafter; and

(c) the "Retail Square Footage Deficit" is an amount of retail space equal to (1) 125,000 square feet, minus (2) the total square feet of additional new retail space anticipated to be constructed within one or more residential/retail mixed use structures in Phase 2 pursuant to the Subsequent Development Approvals, minus (3) the difference between (i) the actual total square feet of usable retail space existing on the Property as of the date the City issues the first building or demolition permit for any portion of Phase 2 and (ii) the total square feet of retail space anticipated to be demolished in Phase 2 pursuant to the Subsequent Development Approvals; and

(d) the "Phase 2 Commencement Date" is the date that is the earlier of (i) the date the City issues the first residential Certificate of Occupancy for Phase 2, or (ii) the date that is thirty (30) months after the date the City issues the first building or demolition permit for any portion of Phase 2.

10.4.2 Minimum Cash Deposit. Prior to issuance of the first residential Certificate of Occupancy for Phase 2, Owner shall provide a deposit to City, in immediately payable funds, of a portion of the required security in an amount at least equal to the present value of the aggregate "Projected Annual City Sales Tax Revenue" anticipated to be generated by the "Retail Square Footage Deficit" over a five (5) year period commencing on January 1st of the calendar year in which the Phase 2 Commencement Date occurs. City shall place said deposit in a separate dedicated account and not commingle the funds with other funds of the City.

10.4.3 Alternative Security Instrument for Remaining Security Amount. Prior to issuance of the first residential Certificate of Occupancy for Phase 2, Owner shall provide City with a security instrument acceptable to City in its sole discretion, naming City as beneficiary, which guarantees payment to City upon demand of that additional amount of the required security due from Owner to City pursuant to Section 10.4.1 not included in the cash deposit described in Section 10.4.2. Such security instrument may be in the form of a letter of credit from a surety or financial institution acceptable to City, or such other type of security instrument deemed acceptable by City in its sole discretion. The terms and conditions of any letter of credit or other security instrument provided by Owner shall be subject to approval of City in its sole and absolute discretion.

10.4.4 Forfeiture of Security Due to Owner's Failure to Timely Construct Additional New Retail Space. If, prior to the earlier to occur of (i) expiration of the Term of this Development Agreement or (ii) the five (5) year anniversary of the date the Phase 2 Project Approvals are approved by the City, Owner has not obtained final certificates of occupancy for all new retail structures necessary to cause the total aggregate retail space actually existing on the Property (excluding any retail structures anticipated to be, but not yet, demolished) to equal at least 125,000 square feet, Owner shall forfeit the full amount of the security required to be provided pursuant to Section 10.4.1, City shall be entitled to retain the entire cash deposit provided by Owner pursuant to Section 10.4.2, and City shall be entitled to demand and retain payment from the surety or financial institution pursuant to the letter of credit or other security instrument provided by Owner pursuant to Section 10.4.3.

10.4.5 Partial Refund of Security to Owner. If, prior to the earlier to occur of (i) expiration of the Term of this Development Agreement or (ii) the five (5) year anniversary of the date the Phase 2 Project Approvals are approved by the City, Owner has obtained final certificates of occupancy for all new retail structures necessary to cause the total aggregate retail space actually existing on the Property (excluding any retail structures anticipated to be, but not yet, demolished) to equal at least 125,000 square feet, City shall take the following actions:

(a) City shall release the letter of credit or other security instrument provided by Owner pursuant to Section 10.4.3;

(b) City shall retain a portion of the cash deposit provided by Owner pursuant to Section 10.4.2 in an amount equal to the present value of the aggregate "Projected Annual City Sales Tax Revenue" anticipated to be generated by the "Retail Square Footage Deficit" over the period of time commencing on January 1st of the calendar year in which the Phase 2 Commencement Date occurs and running for a length of time equal to the number of days that elapse between the Phase 2 Commencement Date and the date

Owner obtains a final certificate of occupancy for the retail structure or structures, which cause(s) the total aggregate retail space existing on the Property (excluding any retail structures anticipated to be, but not yet, demolished) to equal at least 125,000 square feet; and

(c) City shall refund to Owner the portion of the cash deposit not retained by City pursuant to Section 10.4.5(b).

10.4.6 Phase 2 Retail Loss Impact Fee. Owner and City hereby agree that the amounts authorized to be retained by City pursuant to Sections 10.4.4 and 10.4.5, above, are intended to offset the costs of certain City services required by the Project that are not otherwise being reimbursed to City and shall be referred to collectively in this Development Agreement as the "Phase 2 Retail Loss Impact Fee."

10.4.7 Examples. For purposes of illustration and reference, depictions of the calculations of the amount of security that would be required and the amount of the Phase 2 Retail Loss Impact Fee pursuant to this Section 10.4 under various hypothetical circumstances are set forth in **Exhibit G** to this Development Agreement. The Projected Annual City Sales Tax Revenue per year and the Net Present Value multipliers to be used in calculating the amount of the required security and the Phase 2 Retail Loss Impact Fee pursuant to this Section 10.4 shall be those set forth in **Exhibit G**.

10.4.8 Survival of Termination of Development Agreement. Notwithstanding any other provision of this Development Agreement, to the extent, and for the period, necessary to implement the provisions hereof, this Section 10.4 shall survive termination of this Development Agreement and remain enforceable and executory by the Parties notwithstanding termination of the remainder of this Development Agreement.

SECTION 11 EXISTING USES

City and Owner agree that those existing legally established uses on the Property may be retained until the Project is implemented.

SECTION 12 FUTURE APPROVALS

12.1 Basis for Denying or Conditionally Granting Future Approvals. Before Owner can begin grading on the Property or other development of the Property, Owner must secure additional permits and/or approvals from City. The Parties agree that for Development of Phase 1 of the Project, only Ministerial Approvals are required. The Parties agree that to the extent said Development Approvals are Ministerial in nature, City shall not, through the enactment or enforcement of any subsequent ordinances, rules, regulations, initiatives, policies, requirements, guidelines, or other constraints, withhold such approvals as a means of blocking construction or of imposing conditions on the Project which were not imposed during an earlier approval period unless City has been ordered to do so by a court of competent jurisdiction. Notwithstanding the previous sentence, City and Owner will use reasonable efforts to ensure each other that all applications for and approvals of all required permits, or other Development Approvals, necessary for Owner to develop the Project in accordance with this Development Agreement are sought and processed in a timely manner.

12.2 Standard of Review. Except as otherwise provided under the terms of this Development Agreement, the rules, regulations and policies that apply to any Subsequent Development Approvals which Owner must secure prior to the Development of the Property shall be the Existing Land Use Regulations, as defined in this Development Agreement.

SECTION 13 AMENDMENT

13.1 Initiation of Amendment. Either party may propose an amendment to this Development Agreement.

13.2 Procedure. The procedure for proposing and adopting an amendment to this Development Agreement shall be the same as the procedure required for entering into this Development Agreement in the first instance.

13.3 Consent. Except as provided elsewhere within this Development Agreement, any amendment to this Development Agreement shall require the consent of both Parties. No amendment of this Development Agreement or any provision hereof shall be effective unless set forth in writing and signed by duly authorized representatives of each party hereto.

13.4 Effect of Amendment to Development Agreement. The Parties agree that except as expressly set forth in any such amendment, an amendment to this Development Agreement will not alter, affect, impair, modify, waive or otherwise impact any other rights, duties or obligations of either party under this Development Agreement.

13.5 Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation and flexibility between the City and Owner. The Development of the Property may demonstrate that clarifications or modifications to this Development Agreement and the Existing Land Use Regulations are appropriate with respect to the details of performance of the City and Owner. To the extent allowable by law, Owner shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Development Agreement. When and if the Owner finds it necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda ("Operating Memoranda") approved by the Parties in writing which reference this Section 13.5. Operating Memoranda are not intended to constitute either a substantive change or an amendment to this Development Agreement, but are ministerial clarification; therefore public notices and hearings shall not be required. Operating Memoranda may be used and thus deemed non-substantive and/or procedural if they do not result in, for example: i) a material changes in fees or costs; ii) an increase in density or intensity of use; iii) a change in permitted uses; iv) an increase in the maximum height and size of buildings; v) a decrease in the amount of land to be dedicated for public purposes; or vi) the reduction of improvement and construction standards and specifications for the Project. The City Attorney shall be authorized, upon consultation with, and approval of, the Owner, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute either a substantive change or an amendment to this Agreement which requires compliance with the provisions of Section 13.2 of this Development Agreement.

SECTION 14 NON-CANCELLATION OF RIGHTS

Subject to defeasance pursuant to Sections 2, 5.4.1, 20, 21 or 22 of this Development Agreement, the Development Approvals as provided for in this Development Agreement shall be final and the rights once granted thereby shall be vested in the Property upon recordation of this Development Agreement.

SECTION 15 UNDERTAKINGS AND ASSURANCES CONTEMPLATED AND PROMOTED BY DEVELOPMENT AGREEMENT STATUTE

The mutual undertakings and assurances described above and provided for in this Development Agreement are for the benefit of City and Owner and promote the comprehensive planning, private and public cooperation and participation in the provision of public facilities, and the effective and efficient development of infrastructure and facilities supporting development which was contemplated and promoted by the Development Agreement Statute. City agrees that it will not take any actions which are intended to circumvent this Development Agreement; provided, however, that any action of the electorate shall not be deemed an action for purposes of this Section.

SECTION 16 RESERVED AUTHORITY

16.1 Reservation of Authority With Respect to Subsequent Development Approvals. Owner expressly understands and agrees that all Subsequent Development Approvals (including all Development Approvals required for Phase 2) shall be subject to review by the City pursuant to CEQA. Notwithstanding any other provision set forth in this Development Agreement to the contrary, City reserves the right after the Development Agreement Date to exercise the same degree of discretion and control in its consideration of Subsequent Development Approvals that it would have in the absence of this Agreement to impose conditions under CEQA, and other applicable laws and regulations that apply to all similar development throughout the City in order to mitigate the Project's impact on the environment.

16.2 State and Federal Laws and Regulations. In the event that the State or Federal laws or regulations enacted after this Development Agreement has been entered into prevent or preclude compliance with one or more provisions of the Development Agreement, such provisions of the Development Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Development Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

16.3 Uniform Codes. This Development Agreement shall not prevent City from applying new rules, regulations and policies contained in Uniform Codes as long as adoption of the Uniform Codes applies to all development in the City.

16.4 Public Health and Safety. This Development Agreement shall not prevent City from adopting new rules, regulations and policies, including amendments or modifications to Uniform Codes described in Section 16.3 of this Development Agreement which directly result

from findings by City that failure to adopt such rules, regulations or policies would result in a condition injurious or detrimental to the public health and safety.

SECTION 17 CANCELLATION

17.1 Initiation of Cancellation. Either Party may propose cancellation of this Development Agreement.

17.2 Procedure. The procedure for proposing a cancellation of and cancelling this Development Agreement shall be the same as the procedure required for entering into this Development Agreement in the first instance. Such procedures are set forth in Section 65868 of the California Government Code.

17.3 Consent of Owner and City. Any cancellation of this Development Agreement shall require the mutual consent of Owner and City.

SECTION 18 PERIODIC REVIEW

18.1 Time for Review. In accordance with the procedures set forth in the Development Agreement Ordinance, City shall, at least every twelve (12) months after the Development Agreement Date, review the extent of good faith compliance by Owner with the terms of this Development Agreement. Such periodic review shall determine compliance with the terms of this Development Agreement pursuant to California Government Code Section 65865.1 and other successor laws and regulations. If City fails to review the Project and the Owner's compliance with the material terms of this Development Agreement, Owner will be deemed to be in compliance with the provisions of this Development Agreement, and the Development Agreement will be deemed in full force and effect. The City's failure to review the Project or Owner's compliance with the terms of the Development Agreement, or Owner's failure to submit evidence concerning its good faith compliance with the material terms of the Development Agreement as specified in Section 18.2 of this Development Agreement, shall not constitute or be asserted by either Party as a breach of the Development Agreement by the other Party.

18.2 Owner's Submission. Each year, not less than forty-five (45) days nor more than ninety (90) days prior to the anniversary of the Development Agreement Date, Owner shall submit evidence to the City's Community Development Director demonstrating its good faith compliance with the terms and conditions of this Development Agreement. Owner shall pay to City a reasonable processing fee in an amount as City may reasonably establish from time to time on each occasion that Owner submits its evidence for a periodic review.

18.3 Findings. Within sixty (60) days after the submission of Owner's evidence, the City Council shall determine, on the basis of substantial evidence, whether or not Owner has, for the period under review, complied in good faith with the terms and conditions of this Development Agreement. The burden of proof on this issue shall be on the Owner. If the City Council finds that Owner has so complied, the review for that period shall be deemed concluded. If the City Council finds and determines, on the basis of substantial evidence, that Owner has not complied in good faith with the terms and conditions of this Development Agreement for the period under review, Owner shall be deemed to be in default of the Development Agreement, and City may proceed in accordance with Section 19.1.

18.4 Initiation of Review by City. In addition to the periodic review set forth in this Development Agreement, the City may at any time initiate a review of this Development Agreement upon the giving of written notice thereof to Owner. Within thirty (30) days following receipt of such notice, Owner shall submit evidence to the City's Community Development Director of Owner's good faith compliance with this Development Agreement and such review and determination shall proceed in the manner as otherwise provided in this Development Agreement.

SECTION 19 EVENTS OF DEFAULT

19.1 Defaults by Owner. If the City Council finds and determines, on the basis of substantial evidence, that Owner has not complied in good faith with the terms and conditions of this Development Agreement, City may, by written notice to Owner, specify the manner in which Owner has failed to so comply and state the steps Owner must take to bring itself into compliance. Owner shall be given at least sixty (60) days to cure such non-compliance and if the actions required to cure such non-compliance take more than sixty (60) days, then City shall give Owner additional time provided that Owner is making reasonable progress towards such end. If during the cure period, Owner fails to cure such noncompliance or is not making reasonable good faith progress towards such end, then, the City Council may, at its discretion, proceed to modify or terminate this Development Agreement or establish a time schedule for compliance in accordance with the procedures set forth in Section 20 of this Development Agreement.

19.2 Specific Performance Remedy. After implementation of the Project, Owner may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Development Agreement and will be investing even more significant time in implementing the Project in reliance upon the terms of this Development Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts. For the above reasons, City and Owner agree that damages would not be an adequate remedy if City fails to carry out its obligations under this Development Agreement. Therefore, specific performance of this Development Agreement is the only remedy which would compensate Owner if City fails to carry out its obligations under this Development Agreement, and City hereby agrees that Owner shall be entitled to specific performance in the event of a default by City hereunder. City and Owner acknowledge that, if Owner fails to carry out its obligations under this Development Agreement, City shall have the right to refuse to issue any permits or other approvals which Owner would otherwise have been entitled to pursuant to this Development Agreement. If City issues a permit or other approval pursuant to this Development Agreement in reliance upon a specified condition being satisfied by Owner in the future, and if Owner then fails to satisfy such condition, City shall be entitled to specific performance for the sole purpose of causing Owner to satisfy such condition. City's right to specific performance shall be limited to those circumstances set forth above, and City shall have no right to seek specific performance to cause Owner to otherwise proceed with the Development of the Project in any manner.

SECTION 20 MODIFICATION OR TERMINATION

If pursuant to Section 19.1 of this Development Agreement, City elects to modify or terminate this Development Agreement or establish a revised time schedule for compliance as herein provided, then City shall proceed as set forth in this Section.

20.1 Notice to Owner. City shall give notice to Owner of the City Council's intention to proceed to modify or terminate this Development Agreement or establish a time schedule for compliance within ten (10) days of making City's findings.

20.2 Public Hearing. The City Council shall set and give notice of a public hearing on modification, termination or a time schedule for compliance to be held within forty-five (45) days after the City Council gives notice to Owner.

20.3 Decision. The City Council shall announce its findings and decisions on whether this Development Agreement is to be terminated, how this Development Agreement is to be modified or the provisions of the Development Agreement with which Owner must comply and a time schedule therefore not more than ten (10) days following completion of the public hearing.

20.4 Standard of Review. Any determination by City to terminate this Development Agreement because Owner has not complied in good faith with the terms of this Development Agreement must be based upon a finding by the City Council, on the basis of substantial evidence, that Owner is in default and has not cured that default in the timeframe permitted by Sections 18 and 19 of this Development Agreement, as applicable.

20.5 Implementation. Amending or terminating this Development Agreement shall be accomplished by City enacting an ordinance. The ordinance shall recite the reasons which, in the opinion of City, make the amendment or termination of this Development Agreement necessary. Not later than ten (10) days following the adoption of the ordinance, one copy thereof shall be forwarded to Owner. This Development Agreement shall be terminated or this Development Agreement as modified shall become effective on the effective date of the ordinance terminating or modifying this Development Agreement.

20.6 Schedule for Compliance. Setting a reasonable time schedule for compliance with this Development Agreement may be accomplished by City enacting a resolution. The resolution shall recite the reasons which, in the opinion of City, make it advisable to set a schedule for compliance and why the time schedule is reasonable. Not later than ten (10) days following adoption of the resolution, one copy thereof shall be forwarded to Owner. Compliance with any time schedule so established as an alternative to amendment or termination shall be subject to periodic review as provided in this Development Agreement and lack of good faith compliance by Owner with the time schedule shall be basis for termination or modification of this Development Agreement.

SECTION 21 ASSIGNMENT

21.1 Right to Assign. Owner shall have the right to sell, mortgage, hypothecate, assign or transfer this Development Agreement, and any and all of its rights, duties and obligations hereunder, to any person, partnership, joint venture, firm or corporation at any time during the

Term of this Development Agreement, provided that any such sale, mortgage, hypothecation, assignment or transfer must be pursuant to a sale, assignment or other transfer of the interest of Owner in the Property, or a portion thereof. In the event of any such sale, mortgage, hypothecation, assignment or transfer, (a) Owner shall notify City of such event and the name of the transferee, together with the corresponding entitlements being transferred to such transferee, and (b) the agreement between Owner and such transferee shall provide that either Owner or the transferee or both shall be liable for the performance of all obligations of Owner pursuant to this Development Agreement and the Development Approvals. Such transferee and/or Owner shall notify City in writing which entity shall be liable for the performance of such obligations, and upon the express written assumption of any or all of the obligations of Owner under this Development Agreement by such assignee, transferee or purchaser shall, without any act of or concurrence by City, relieve Owner of its legal duty to perform said obligations under this Development Agreement with respect to the Property or portion thereof, so transferred, except to the extent Owner is in default under the terms of this Development Agreement.

21.2 Release upon Transfer. It is understood and agreed by the Parties that the Property may be subdivided following the Development Agreement Date. One or more of such subdivided parcels may be sold, mortgaged, hypothecated, assigned or transferred to persons for development by them in accordance with the provisions of this Development Agreement. Effective upon such sale, mortgage, hypothecation, assignment or transfer, the obligations of Owner shall become several and not joint. Upon the sale, transfer, or assignment of Owner's rights and interests under this Development Agreement as permitted pursuant to Section 21.1 of this Development Agreement, Owner shall be released from its obligations under this Development Agreement with respect to the Property, or portion thereof so transferred, provided that (a) Owner is not then in default under this Development Agreement, (b) Owner has provided to City the notice of such transfer specified in Section 21.1 of this Development Agreement, and (c) the transferee executes and delivers to City a written agreement in which (i) the name and address of the transferee is set forth and (ii) the transferee expressly and unconditionally assumes all the obligations of Owner under this Development Agreement and the Development Approvals with respect to the property, or portion thereof, so transferred. Non-compliance by any such transferee with the terms and conditions of this Development Agreement shall not be deemed a default hereunder or grounds for termination hereof or constitute cause for City to initiate enforcement action against the other Party or persons then owning or holding interest in the Property or any portion thereof and not themselves in default hereunder. The provisions of this Section shall be self-executing and shall not require the execution or recordation of any further document or instrument. Any and all successors, assigns and transferees of Owner shall have all of the same rights, benefits and obligations of Owner as used in this Development Agreement and the term "Owner" as used in this Development Agreement shall refer to any such successors, assigns and transferees unless expressly provided herein to the contrary.

SECTION 22 GENERAL

22.1 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes of beyond

the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended for the period of time that any such events exist and/or delay or prevent performance of such obligations, provided the notice is timely given pursuant to this Section 22.1. Owner shall give notice to City of any delay which Owner believes to have occurred as a result of the occurrence of any of the events described in Section 22.1. For delays of six months or longer, this notice shall be given within a reasonable time after Owner becomes aware that the delay has lasted six (6) months or more. In no event, however, shall notice of a delay of any length be given later than thirty (30) days after the end of the delay or thirty days before the end of the Term, whichever comes first. In addition to the foregoing, any litigation filed attacking City's approval of the Development Approvals or this Development Agreement shall toll the expiration date of this Development Agreement and all Development Approvals for the length of time such litigation is pending until it is finally resolved.

22.2 Construction of Development Agreement. The language in all parts of this Development Agreement shall in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Development Agreement are for convenience only and shall not be considered or referred to in resolving questions of constructions. This Development Agreement shall be governed by the laws of the State of California. The Parties understand and agree that this Development Agreement is not intended to constitute, nor shall it be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of City, and in particular, City's police powers. In this regard, the Parties understand and agree that this Development Agreement shall not be deemed to constitute the surrender or abnegation of City's governmental powers over the Property.

22.3 Severability. If any provision of this Development Agreement shall be adjudged to be invalid, void or unenforceable, such provision shall in no way affect, impair or invalidate any other provision hereof, unless such judgment affects a material part of this Development Agreement, the Parties hereby agree that they would have entered into the remaining portions of this Development Agreement not adjudged to be invalid, void or illegal. In the event that all or any portion of this Development Agreement is found to be unenforceable, this Development Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid this Development Agreement or that portion which is found to be unenforceable. Notwithstanding any other provisions of this Development Agreement, in the event that any material provision of this Development Agreement is found to be unenforceable, void or voidable, Owner or City may mutually agree to terminate this Development Agreement in accordance with the provisions of the Development Agreement Statute.

22.4 Cumulative Remedies. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages. All of the remedies described above shall be cumulative and not exclusive of one

another, and the exercise of anyone or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

22.5 Indemnification. Owner agrees to, and shall, to the fullest extent permitted by law, defend (with legal counsel approved or selected by City and at Owner's sole cost and expense), indemnify and hold City and City's elective and appointive councils, boards, commissions, officers, officials, agents, representatives and employees harmless from any liability for damages or claims for damage for personal injury, including death, and from claims for property damage which may arise from the construction activities of Owner or Owner's contractors, subcontractors, agents, or employees which relate to the Project whether such activities be by Owner, or by any of Owner's contractors, subcontractors, or by anyone or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Additionally, Owner agrees to, and shall, to the fullest extent permitted by law, defend (with legal counsel approved or selected by City and at Owner's sole cost and expense), indemnify, and hold harmless City and City's elective and appointive councils, boards, commissions, officers, officials, agents, representatives and employees from and against each and every claim, action, proceeding, cost, fee, legal cost, damage, award or liability of any nature whatsoever arising out of City's approval of or its performance under this Development Agreement and/or the Development Approvals. City may in its discretion participate in the defense of any such legal action. The provisions of this Subsection shall not be binding on Owner to the extent the liability arises out of the gross negligence or willful misconduct of City, or its elective and appointive councils, boards, commissions, officers, officials, agents, representatives or employees. Owner's indemnity obligations set forth in this Development Agreement shall survive termination of this Development Agreement.

22.6 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Development Agreement and/or the Development Approvals, the Parties hereby agree to cooperate fully with each other in defending said action and the validity of each provision of this Development Agreement; however, it is expressly understood and agreed to by Owner that Owner shall be solely liable for all legal expenses and costs incurred in defending any such action. City shall have the right to approve or select legal counsel to defend against any such legal action. Owner shall pay any attorneys' fees awarded against City or Owner, or both, resulting from any such legal action. Owner shall be entitled to any award of attorneys' fees arising out of any such legal action.

22.7 Public Agency Coordination. City and Owner shall cooperate and use reasonable efforts in coordinating the implementation of the Development Approvals with other public agencies, if any, having jurisdiction over the Property or the Project.

22.8 Initiative Measures. Both City and Owner intend that this Development Agreement is a legally binding contract which will supersede any initiative, measure, moratorium, referendum, statute, ordinance or other limitation (whether relating to the rate, timing or sequencing of the Development or construction of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use approved, issued or granted within City, or portions of City, and which

Agreement shall apply to the Project to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation is inconsistent or in conflict with this Development Agreement. Should an initiative, measure, moratorium, referendum, statute, ordinance, or other limitation be enacted by the citizens of City which would preclude construction of all or any part of the Project, and to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Development Agreement, Owner shall have no recourse against City pursuant to the Development Agreement, but shall retain all other rights, claims and causes of action under this Development Agreement not so invalidated and any and all other rights, claims and causes of action at law or in equity which Owner may have independent of this Development Agreement with respect to the Project. The foregoing shall not be deemed to limit Owner's right to appeal any such determination that such initiative, measure, referendum, statute, ordinance or other limitation invalidates or prevails over all or any part of this Development Agreement. City agrees to cooperate with Owner in all reasonable manners in order to keep this Development Agreement in full force and effect, provided Owner shall reimburse City for its out-of-pocket expenses incurred directly in connection with such cooperation and City shall not be obligated to institute a lawsuit or other court proceedings in this connection.

22.9 Attorneys' Fees. In the event of any dispute between the Parties involving the covenants or conditions contained in this Development Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

22.10 No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Development Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party shall not be construed as a waiver of any succeeding breach of nonperformance of the same or other covenants and conditions hereof.

22.11 Authority to Execute. The person executing this Development Agreement on behalf of Owner represents and warrants that he/she has the authority to execute this Development Agreement on behalf of his/her partnership and represents and warrants that he/she has the authority to bind Owner to the performance of Owner's obligations hereunder.

22.12 Notice.

22.12.1 To Owner. Any notice required or permitted to be given by City to Owner under or pursuant to this Development Agreement shall be deemed sufficiently given if in writing and delivered personally to an officer of Owner or mailed with postage thereon fully prepaid, registered or certified mail, return receipt requested, addressed; to Owner as follows:

Laguna Hills Investment Company
3425 Via Lido, Suite 250
Newport Beach, California 92663
Attn: Ryan Jones

With copies to:

Fritz Duda Company
The Berkshire at Preston Center
5950 Berkshire Lane
Suite 800
Dallas, TX 75225
Attn: Chief Financial Officer

and

Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, 5th Floor
Irvine, CA 92614
Attn: John Condas

or such changed address as Owner shall designate in writing to City.

22.12.2 To City. Any notice required or permitted to be given to City under or pursuant to this Development Agreement shall be made and given in writing, if by mail addressed to:

City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

With copies to:

City Attorney
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

or such changed address as City shall designate in writing to Owner. Alternatively, notices to City may also be personally delivered to the City Clerk, at the Laguna Hills City Hall, 24035 El Toro Road, Laguna Hills, California 92653, together with copies marked for the City Manager and the City Attorney or, if so addressed and mailed, with postage thereon fully prepaid, registered or certified mail, return receipt requested, to the City Council in care of the City Clerk at the above address with copies likewise so mailed to the City Manager and the City Attorney, respectively and also in care of the City Clerk at the same address. The provisions of this Section shall be deemed permissive only and shall not detract from the validity of any notice given in a manner which would be legally effective in the absence of this Section.

22.13 Captions. The captions of the paragraphs and subparagraphs of this Development Agreement are for convenience and reference only and shall in no way define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of this Development Agreement.

22.14 Consent. Any consent required by the Parties in carrying out the terms of this Development Agreement shall not unreasonably be withheld.

22.15 Further Actions and Instruments. Each of the Parties shall cooperate with and reasonably provide to the other to the extent contemplated hereunder in the performance of all obligations under this Development Agreement and the satisfaction of the conditions of this Development Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Development Agreement to carry out the intent and to fulfill the provisions of this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

22.16 Subsequent Amendment to Authorizing Statute. This Development Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute in effect as of the Development Agreement Date. Accordingly, to the extent that subsequent amendments to the California Government Code would affect the provisions of this Development Agreement, such amendments shall not be applicable to this Development Agreement unless necessary for this Development Agreement to be enforceable or unless this Development Agreement is modified pursuant to the provisions set forth in this Development Agreement and California Government Code Section 65868 as in effect on the Development Agreement Date.

22.17 Governing Law. This Development Agreement, including, without limitation, its existence, validity, construction and operation, and the rights of each of the Parties shall be determined in accordance with the laws of the State of California.

22.18 Effect on Title. Owner and City agree that this Development Agreement shall not continue as an encumbrance against any portion of the Property as to which this Development Agreement has terminated.

22.19 Mortgagee Protection. Entering into or a breach of this Development Agreement shall not defeat, render invalid, diminish, or impair the lien of Mortgagees having a mortgage on any portion of the Property made in good faith and for value, unless otherwise required by law. No Mortgagee shall have an obligation or duty under this Development Agreement to perform Owner's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu thereof.

22.20 Notice of Default to Mortgagee, Right of Mortgagee to Cure. If the City Clerk timely receives notice from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Development Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Owner. The Mortgagee

shall have the right, but not the obligation, for a period up to sixty (60) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy the default unless a further extension of time to cure is granted in writing by City. If the default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver or otherwise, and shall thereafter remedy or cure the default or noncompliance within thirty (30) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such thirty (30) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences cure during such thirty (30) day period, and thereafter diligently pursues and completes such cure.

22.21 Bankruptcy. Notwithstanding the foregoing provisions of Section 22.20 of this Development Agreement, if any Mortgagee is prohibited from commencing or pursuing and prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving City, the times specified in this Section for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition.

22.22 Disaffirmance.

22.22.1 New Development Agreement upon Most Senior Mortgagee's Request. City agrees that in the event of termination of this Development Agreement by reason of any default by City, or by reason of the disaffirmance hereof by a receiver, liquidator or trustee for Owner or its property, City, if requested by any Mortgagee, shall enter into a new Development Agreement for the Project with the most senior Mortgagee requesting such new agreement, for the remainder of the Term, effective as of the date of such termination, upon the terms, provisions, covenants and agreements as herein contained to the extent and subject to the law then in effect, and subject to the rights, if any, of any parties then in possession of any part of the Property, provided:

(a) The Mortgagee shall make written request upon City for the new Development Agreement for the Project within thirty (30) days after the date of termination;

(b) The Mortgagee shall pay to City at the time of the execution and delivery of the new Development Agreement for the Project expenses, including reasonable attorneys' fees, to which City shall have been subjected by reason of Owner's default; and

(c) The Mortgagee shall perform and observe all covenants herein contained on Owner's part to be performed, and shall further remedy any other conditions which Owner under the terminated agreement was obligated to perform under its terms, to the extent the same are curable or may be performed by the Mortgagee.

22.22.2 New Development Agreement Not Required. Nothing herein contained shall require any Mortgagee to enter into a new Development Agreement pursuant to

Section 22.22.1 of this Development Agreement, nor to cure any default of Owner referred to above.

22.23 No Third Party Beneficiaries. This Development Agreement and all provisions hereof is made and entered into for the sole protection and benefit of City, Owner and their successors and assigns. No other person shall have right of action based upon any provision in this Development Agreement.

22.24 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Development Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

22.25 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Development Agreement. No partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the owner of such private property.

22.26 Restrictions. Owner shall place in any agreements to sell or convey any interest in the Property or any portion thereof, provisions making the terms of this Development Agreement binding on any successors in interest of Owner and express provision for Owner or City, acting separately or jointly, to enforce the provisions of this Development Agreement and to recover attorneys' fees and costs for such enforcement.

22.27 Recitals. The recitals in this Development Agreement constitute part of this Development Agreement and each party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Development Agreement.

22.28 Recording. The City Clerk shall cause a copy of this Development Agreement to be executed by City and recorded in the Official Records of Orange County no later than ten (10) days after the Development Agreement Date.

22.29 Entire Agreement. This Development Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of this Development Agreement, and this Development Agreement supersedes all previous negotiations, discussions and agreements between the Parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

22.30 Successors and Assigns. The burdens of the Development Agreement shall be binding upon, and the benefits of the Development Agreement inure to all successors in interest and assigns of the Parties to the Development Agreement.

22.31 Exhibits. All exhibits, including attachments thereto, are incorporated in this Development Agreement in their entirety by this reference.

IN WITNESS WHEREOF, City and Owner have executed this Development Agreement as of the date and year first above written.

"CITY"

"OWNER"

CITY OF LAGUNA HILLS, a California
municipal corporation

LAGUNA HILLS INVESTMENT
COMPANY, a Delaware limited partnership

By: _____
Bruce E. Channing
City Manager

By: FRITZ DUDA COMPANY, a Texas
Corporation
Its General Partner

By: _____
Fritz L. Duda
President

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

All signatures to be acknowledged by a Public Notary

STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss
)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public	

STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss
)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public	

STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss
)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public	

STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss
)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public	

EXHIBIT A

PROPERTY DESCRIPTION

PARCELS 1 THROUGH 16 INCLUSIVE, AS SHOWN ON A MAP FILED IN BOOK 187, PAGES 42, 43 AND 44 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA. EXCEPTING ALL RIGHTS TO OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING UNDER OR THAT MAY BE PRODUCED FROM SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON ANY PORTION OF THE SURFACE AND 500 FEET BELOW THE SURFACE THEREOF, AS RESERVED IN DEEDS FROM GLEN E. MATHIS AND WIFE AND FIRST WESTERN BANK AND TRUST COMPANY, A CALIFORNIA CORPORATION, RECORDED JULY 28, 1972 IN BOOK 10248, PAGES 164, 167 AND 170 OF OFFICIAL RECORDS.

EXHIBIT B

DEVELOPMENT FEES

Public Park In-lieu Fees

Owner hereby agrees that Chapter 8-06 of the Laguna Hills Municipal Code pertaining to park dedication and in-lieu fee requirements shall apply to both Phase 1 and Phase 2 of the Project, regardless of whether Owner proposes a subdivision map for each Phase. Accordingly, as part of the Development Fees applicable to the Project pursuant to this Development Agreement, Owner hereby agrees to, and shall, pay City a public park in-lieu fee of Seven Thousand Three Hundred Ninety Two Dollars (\$7,392.00) for each residential unit constructed as part of the Project, which amount the Parties agree is the applicable per dwelling unit fee calculated pursuant to Chapter 8-06 of the Laguna Hills Municipal Code. Said fee shall be paid on a per unit basis at the time of filing of the final map or, if no final map is filed, prior to issuance of a building permit for each residential unit.

Urban Village Traffic Impact Mitigation Fee

Owner shall pay a traffic impact mitigation fee in accordance with Chapter 9-102 of Laguna Hills Municipal Code in the amount of Three Thousand Nine Hundred Fourteen Dollars (\$3,914.00) per each new PM peak hour trip generated as a result of the Project, as determined by the City Engineer based upon a traffic study.

Public Art / Public Art In-Lieu Fee

Owner shall furnish public art in connection with the Project, and/or pay an in-lieu fee, pursuant to the Specific Plan and other Existing Development Approvals. The Parties understand and agree that the City shall have the right to approve, in advance, the proposed type, size, art medium, location, and content of all Public Art. The Parties agree that, to the extent that the value of the public art provided and/or in-lieu fee paid by Owner for Phase 1 exceeds one-half percent (0.5%) of the total construction costs of Phase 1, as determined by the City, if Owner Develops Phase 2, Owner shall be entitled to a credit in such amount towards Owner's obligation to provide public art and/or pay an in-lieu fee pursuant to the Development of Phase 2.

Phase 2 Retail Loss Impact Fee

Owner shall pay City a Phase 2 Retail Loss Impact Fee in an amount calculated pursuant to Section 10.4 of the Development Agreement in order to offset the costs of certain City services required by the Project that are not otherwise being reimbursed to City.

EXHIBIT C

PHASE 1 SITE PLAN AND PHASE 2 BUILDING ENVELOPE

OAKBROOK VILLAGE SITE PLAN

SAFES-REGIS Group

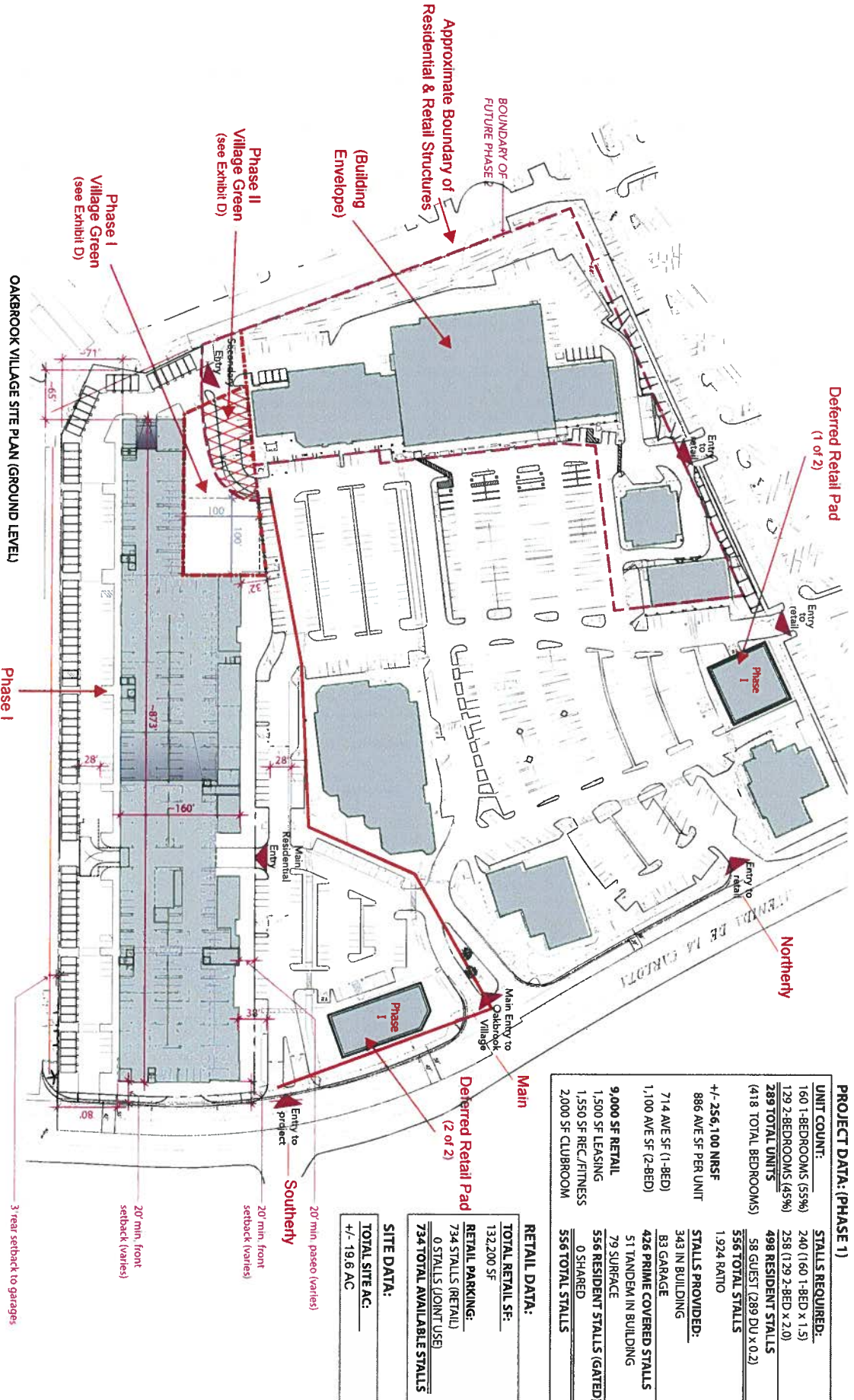


SCALE 1"=60'

0 60 120 240 360

PHASE 1 TECHNICAL SITE PLAN

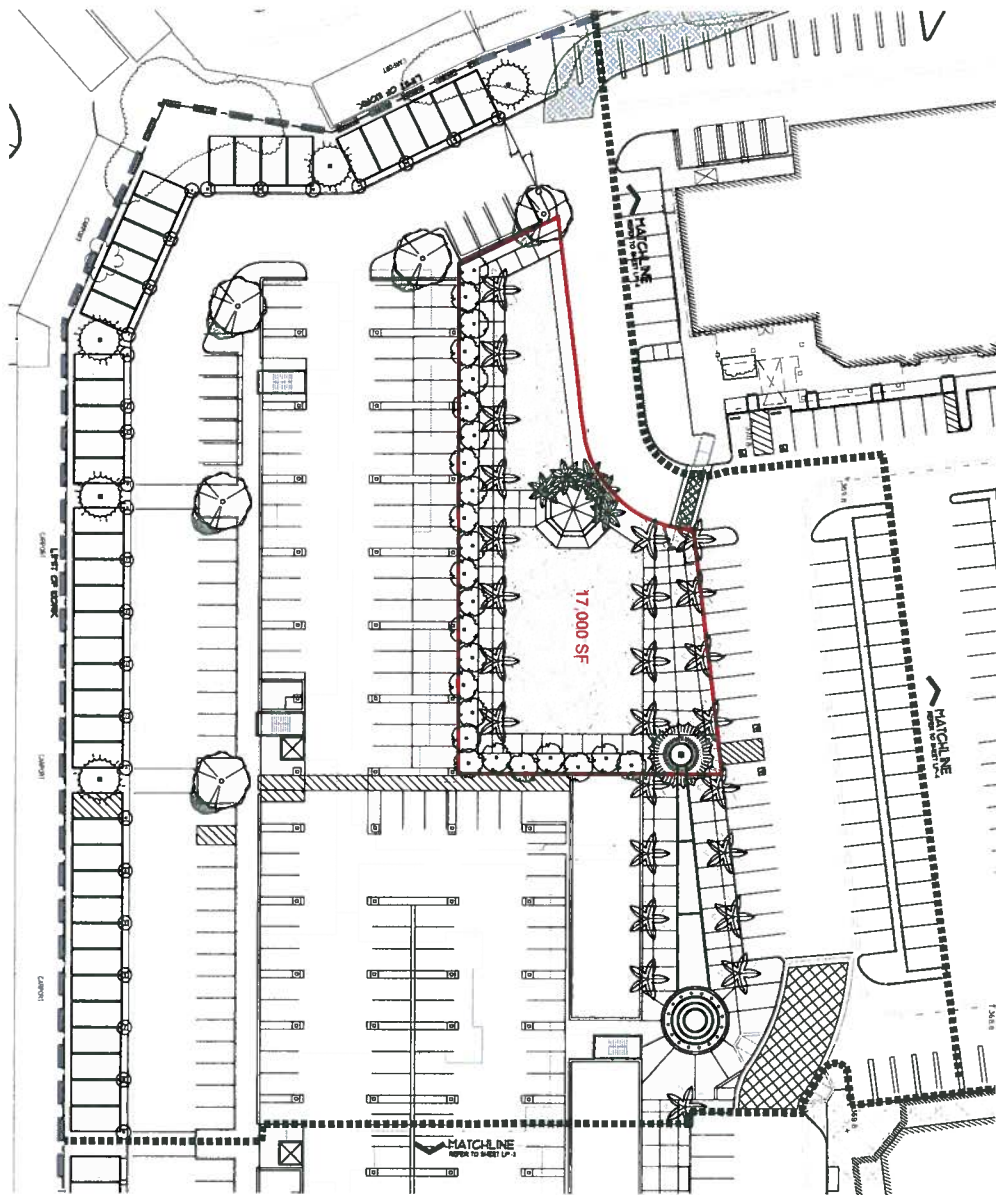
02



PROJECT DATA: (PHASE 1)	
UNIT COUNT:	STALLS REQUIRED:
1601 1-BEDROOMS (55%)	240 (1 601 1-BED x 1.5)
129 2-BEDROOMS (45%)	256 (1 29 2-BED x 2.0)
289 TOTAL UNITS	496 RESIDENT STALLS
(418 TOTAL BEDROOMS)	58 GUEST (289 DU x 0.2)
+7, 256, 100 NRSF	556 TOTAL STALLS
886 A/E SF PER UNIT	1,924 RATIO
714 A/E SF (1-BED)	STALLS PROVIDED:
1,100 A/E SF (2-BED)	343 IN BUILDING
	83 GARAGE
9,000 SF RETAIL	426 PRIME COVERED STALLS
1,500 SF LEASING	51 TANDEN IN BUILDING
1,550 SF REC./FITNESS	79 SURFACE
2,000 SF CLUBROOM	556 RESIDENT STALLS (GATED)
	0 SHARED
	556 TOTAL STALLS

EXHIBIT D

VILLAGE GREEN FACILITIES FOR PHASE 1 AND PHASE 2



TREE LEGEND

SYMBOL	SYMBOL NAME	COMMON NAME
	Arbutus californica or Arbutus menziesii	Cockspur Hawthorn
	Cercis occidentalis	Redbud
	Juniperus chinensis Blue Point	Blue Point Juniper
	Lagerströmia indica	Crape Myrtle
	Lagerströmia indica (EXISTING)	Crape Myrtle
	Hydrangea grandiflora	Hydrangea
	DB Blueberry	Blueberry
	Prunella virginiana 'Fendler'	Blackberry
	Prunella virginiana (EXISTING)	Blackberry
	Prunella virginiana	Blackberry
	Prunella virginiana	Blackberry
	Prunella virginiana	Blackberry
	Prunella virginiana	Blackberry
	Prunella virginiana	Blackberry
	Prunella virginiana	Blackberry
	Prunella virginiana	Blackberry
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EXHIBIT D
VILLAGE GREEN PHASE I



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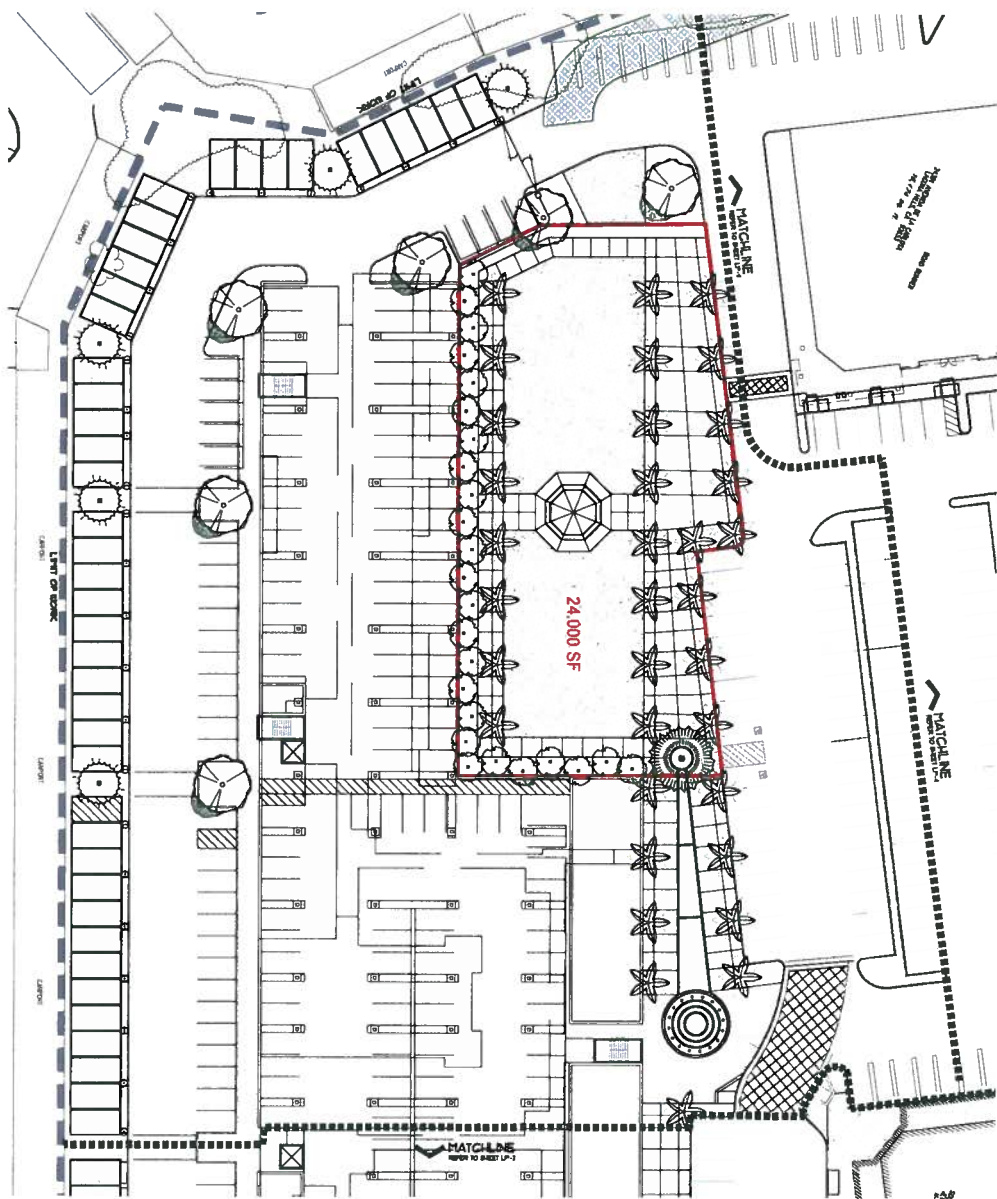
DATE: 11/27/2012
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1"=20'-0"



FRITZ DUDA COMPANY
11111 Via Las Lunas, Suite 100
San Diego, CA 92121
(619) 594-1111
www.fritzduda.com

APPROVED BY: [Signature]
DATE: 11/27/2012

CITY OF LAGUNA HILLS
OAKBROOK VILLAGE
24391 AVENUE DE LA CARLOTA
TREE PLANTING LAYOUT
SHEET 2 OF 3
DATE: 11/27/2012
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1"=20'-0"



TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME
	Arbutus californica or Arbutus menziesii	Cook Pine
	Cercis occidentalis	Eastern Redbud
	Juniperus communis Blue Planet	Blue Planet Juniper
	Lagerströmia indica	Crape Myrtle
	Lagerströmia indica (DISHING)	Crape Myrtle
	Hydrangea grandiflora D5 Standard	Southern Hydrangea
	Prunus domestica 'Weeping'	Weeping Plum
	Prunus domestica 'Pavane'	Orange Plum
	Prunus domestica	Candy Plum
	Prunus domestica 'Columbia'	London Plum
	Prunus domestica (DISHING)	California Apricot
	Prunus domestica (DISHING)	Budding Plum
	Prunus domestica (DISHING)	Candy Plum
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EXHIBIT D
VILLAGE GREEN PHASE II



1	DATE	11/27/2012
2	PROJECT	VILLAGE GREEN PHASE II
3	CLIENT	FRITZ DADA COMPANY
4	LOCATION	24391 AVENUE DE LA CARDIA, DANBROOK VILLAGE
5	SCALE	1" = 10'
6	DESIGNED BY	DAVID R. SMITH
7	CHECKED BY	DAVID R. SMITH
8	APPROVED BY	DAVID R. SMITH
9	DATE	11/27/2012

CITY OF LAGUNA HILLS
DANBROOK VILLAGE
24391 AVENUE DE LA CARDIA
TREE PLANTING LAYOUT

SCALE: 1" = 10'

DATE: 11/27/2012

PROJECT NO.: 11-1

EXHIBIT E

PEDESTRIAN PASEOS DEPICTION

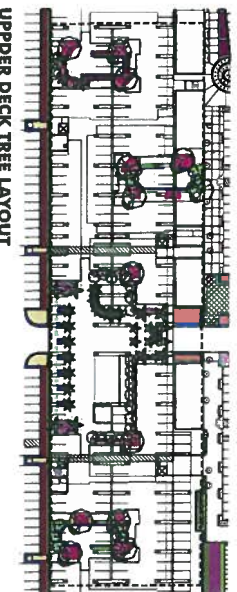


OVERALL SITE TREE LAYOUT

OAKBROOK VILLAGE LAGUNA HILLS, CALIFORNIA

Pedestrian Paseo from Western Driveway to Laguna Hills Mall

The Pedestrian Paseo's will be designed and constructed in accordance with the Urban Village Specific Plan adopted by the City of Laguna Hills on November 28, 2002. City Council Ordinance No. 2002-8, Section III - Land Use Plan, Pedestrian Pathways



UPPER DECK TREE LAYOUT

TREE LEGEND - UPPER DECK		TREE LEGEND	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1	Sequoia	1	Sequoia
2	Redwood	2	Redwood
3	White Oak	3	White Oak
4	Black Oak	4	Black Oak
5	Live Oak	5	Live Oak
6	Coastal Redwood	6	Coastal Redwood
7	Coastal Live Oak	7	Coastal Live Oak
8	Coastal Redwood	8	Coastal Redwood
9	Coastal Live Oak	9	Coastal Live Oak
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49	Coastal Live Oak	49	Coastal Live Oak
50	Coastal Redwood	50	Coastal Redwood

FRITZ DUDA COMPANY
3425 Via Lido Suite 250
Newport Beach, California 92663
(949) 723-7100

FORMA
October 4, 2013
SCALE: 1" = 50' - 0"

EXHIBIT F

ALL REQUIRED PUBLIC IMPROVEMENTS

1. Installation, to the reasonable satisfaction of the City Engineer, of a traffic signal at the intersection of Avenida de la Carlota and the main entrance to the Project, including interconnection to the existing traffic signal at the intersection of Avenida de la Carlota and Los Alisos Boulevard via conduit and hardwire, and construction on the easterly side of Avenida de la Carlota of a public sidewalk connection to the Oakbrook Plaza office development. Said traffic signal shall be constructed to applicable State and City standards and specifications and shall be equipped with video detection and controller equipment as approved by City. The sidewalks and ramps at all corners of the newly signalized intersection and the sidewalk connection to the Oakbrook Plaza office development on the easterly side of Avenida de la Carlota shall be constructed and/or modified to conform to City and Americans With Disabilities Act ("ADA") standards.
2. Dedication of the public right-of-way necessary for, and construction of, a new curb line along the entire Property frontage of Avenida de la Carlota, including a six (6) foot wide landscaped parkway space and a minimum six (6) foot wide sidewalk, to City standards and specifications.
3. Construction of storm drain connections, and inlets, and/or other improvements necessary to eliminate all cross-gutter drainage across both the main and the northerly entrance driveway intersections with Avenida de la Carlota.
4. Installation of debris gates of the type specified by the City Engineer at all catch basin inlets along the Property frontage to Avenida de la Carlota.
5. Realignment of the intersection of the northerly entrance to the Property with Avenida de la Carlota to intersect Avenida de la Carlota at ninety (90) degrees, to the reasonable satisfaction of the City Engineer and as shown on the vesting tentative map approved as part of the Phase 1 Project Approvals.
6. Construction or reconstruction of all curb ramps on Avenida de la Carlota at each entrance to the Property to current ADA standards.
7. Construction of any and all other public improvements required to be constructed pursuant to the Existing Land Use Regulations and the conditions of approval to the Existing Development Approvals.

EXHIBIT G

PHASE 2 RETAIL LOSS IMPACT FEE EXAMPLES

Example 1

Calculation of Amount of Security

ASSUMPTIONS

Retail Square Footage Deficit	46,574	Phase 2 Commencement Date	March 1, 2024
Projected Annual City Sales Tax Revenue (including Use Tax) Per Sq. Ft. (2012 Dollars)	\$3.32	Date of Final Certificate of Occupancy for Minimum 125,000 Sq. Ft. Retail	September 1, 2027
Inflation Factor	2.50%	Time Elapsed Between March 1, 2024 and September 1, 2027	3 Years, 184 Days
Present Value Interest Factor	4.00%		

Calendar Year	Projected Annual City Sales Tax Revenue (Per Sq. Ft.)	4% Present Value Interest Factor Table (20 Years)	Discounted Projected Annual City Sales Tax Revenue (Per Sq. Ft.)	5-Year Cash Deposit Amount ^a	Alternative Security Instrument Amount ^a
2013	\$3.40				
2014	\$3.48				
2015	\$3.57				
2016	\$3.66				
2017	\$3.75				
2018	\$3.84				
2019	\$3.94				
2020	\$4.04				
2021	\$4.14				
2022	\$4.24				
2023	\$4.35				
2024	\$4.46	0.9615	\$4.29	\$199,646.98	
2025	\$4.57	0.9246	\$4.23	\$196,784.65	
2026	\$4.68	0.889	\$4.16	\$193,938.02	
2027	\$4.80	0.8548	\$4.10	\$191,139.11	
2028	\$4.92	0.8219	\$4.04	\$188,377.01	
2029	\$5.04	0.7903	\$3.99		\$185,662.74
2030	\$5.17	0.7599	\$3.93		\$182,983.99
2031	\$5.30	0.7307	\$3.87		\$180,351.44
2032	\$5.43	0.7026	\$3.82		\$177,751.19
2033	\$5.57	0.6756	\$3.76		\$175,193.46
2034	\$5.71	0.6496	\$3.71		\$172,662.54
2035	\$5.85	0.6246	\$3.65		\$170,168.02
2036	\$6.00	0.6006	\$3.60		\$167,720.12
2037	\$6.15	0.5775	\$3.55		\$165,301.08
2038	\$6.30	0.5553	\$3.50		\$162,920.32
2039	\$6.46	0.5339	\$3.45		\$160,557.78
2040	\$6.62	0.5134	\$3.40		\$158,252.71
2041	\$6.78	0.4936	\$3.35		\$155,953.21
2042	\$6.95	0.4746	\$3.30		\$153,698.90
2043	\$7.13	0.4564	\$3.25		\$151,499.97
			Subtotal	\$969,885.76	\$2,520,677.49

a. Discounted Projected City Sales Tax Revenue X Retail Square Footage Deficit

Example 1 Continued

Calculation of Phase 2 Retail Loss Impact Fee

ASSUMPTIONS

Retail Square Footage Deficit	46,574	Phase 2 Commencement Date	March 1, 2024
Projected Annual City Sales Tax Revenue (including Use Tax) Per Sq. Ft. (2012 Dollars)	\$3.32	Date of Final Certificate of Occupancy for Minimum 125,000 Sq. Ft. Retail	September 1, 2027
Inflation Factor	2.50%	Time Elapsed Between March 1, 2024 and September 1, 2027	3 Years, 184 Days
Present Value Interest Factor	4.00%		

Calendar Year	Discounted Projected Annual City Sales Tax Revenue (Per Sq. Ft.)	5-Year Cash Deposit Amount	Phase 2 Retail Loss Impact Fee	Refund to Owner
2013				
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024	\$4.29	\$199,646.98	\$199,646.98	
2025	\$4.23	\$196,784.65	\$196,784.65	
2026	\$4.16	\$193,938.02	\$193,938.02	
2027	\$4.10	\$191,139.11	\$96,355.06 ^a	
2028	\$4.04	\$188,377.01		
	Subtotal	\$969,885.76	\$ 686,724.70	\$283,161.06^b

a. $\$191,139.11 \times (184 \text{ Days} \div 365 \text{ Days}) = \$96,355.06$

b. $\$969,885.76 - \$686,724.70 = \$283,161.06$

Example 2

Calculation of Amount of Security

ASSUMPTIONS

Retail Square Footage Deficit	46,574	Phase 2 Commencement Date	January 1, 2018
Projected Annual City Sales Tax Revenue (including Use Tax) Per Sq. Ft. (2012 Dollars)	\$3.32	Date of Final Certificate of Occupancy for Minimum 125,000 Sq. Ft. Retail	November 1, 2020
Inflation Factor	2.50%	Time Elapsed Between March 1, 2024 and September 1, 2027	2 Years, 304 Days
Present Value Interest Factor	4.00%		

Calendar Year	Projected Annual City Sales Tax Revenue (Per Sq. Ft.)	4% Present Value Interest Factor Table (20 Years)	Discounted Projected Annual City Sales Tax Revenue (Per Sq. Ft.)	5-Year Cash Deposit Amount ^a	Alternative Security Instrument Amount ^a
2013	\$3.40				
2014	\$3.48				
2015	\$3.57				
2016	\$3.66				
2017	\$3.75				
2018	\$3.84	0.9615	\$3.70	\$172,154.97	
2019	\$3.94	0.9246	\$3.64	\$169,686.78	
2020	\$4.04	0.889	\$3.59	\$167,232.14	
2021	\$4.14	0.8548	\$3.54	\$164,818.66	
2022	\$4.24	0.8219	\$3.49	\$162,436.90	
2023	\$4.35	0.7903	\$3.44		\$160,096.40
2024	\$4.46	0.7599	\$3.39		\$157,786.52
2025	\$4.57	0.7307	\$3.34		\$155,516.48
2026	\$4.68	0.7026	\$3.29		\$153,274.30
2027	\$4.80	0.6756	\$3.24		\$151,068.77
2028	\$4.92	0.6496	\$3.20		\$148,886.37
2029	\$5.04	0.6246	\$3.15		\$146,735.35
2030	\$5.17	0.6006	\$3.11		\$144,624.54
2031	\$5.30	0.5775	\$3.06		\$142,538.60
2032	\$5.43	0.5553	\$3.02		\$140,485.68
2033	\$5.57	0.5339	\$2.97		\$138,448.47
2034	\$5.71	0.5134	\$2.93		\$136,460.82
2035	\$5.85	0.4936	\$2.89		\$134,477.96
2036	\$6.00	0.4746	\$2.85		\$132,534.08
2037	\$6.15	0.4564	\$2.80		\$130,637.95
2038	\$6.30				
2039	\$6.46				
2040	\$6.62				
2041	\$6.78				
2042	\$6.95				
2043	\$7.13				
			Subtotal	\$836,329.46	\$2,173,572.30

a. Discounted Projected City Sales Tax Revenue X Retail Square Footage Deficit

Example 2 Continued

Calculation of Retail Loss Impact Fee

ASSUMPTIONS

Retail Square Footage Deficit	46,574	Phase 2 Commencement Date	January 1, 2018
Projected Annual City Sales Tax Revenue (including Use Tax) Per Sq. Ft. (2012 Dollars)	\$3.32	Date of Final Certificate of Occupancy for Minimum 125,000 Sq. Ft. Retail	November 1, 2020
Inflation Factor	2.50%	Time Elapsed Between March 1, 2024 and September 1, 2027	2 Years, 304 Days
Present Value Interest Factor	4.00%		

Calendar Year	Discounted Projected Annual City Sales Tax Revenue (Per Sq. Ft.)	5-Year Cash Deposit Amount	Phase 2 Retail Loss Impact Fee	Refund to Owner
2013				
2014				
2015				
2016				
2017				
2018	\$3.70	\$172,154.97	\$172,154.97	
2019	\$3.64	\$169,686.78	\$169,686.78	
2020	\$3.59	\$167,232.14	\$139,283.76 ^a	
2021	\$3.54	\$164,818.66		
2022	\$3.49	\$162,436.90		
2023	\$3.44			
2024	\$3.39			
2025	\$3.34			
2026	\$3.29			
2027	\$3.24			
2028	\$3.20			
	Subtotal	\$836,329.46	\$481,125.51	\$355,203.95^b

a. $\$167,232.14 \times (304 \text{ Days} \div 365 \text{ Days}) = \$139,283.76$

b. $\$836,329.46 - \$481,125.51 = \$355,203.95$

Attachment 2 – Planning Agency Resolution No. 2012-11-13-1

RESOLUTION NO. PA2012-11-13-1

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/CONDITIONAL USE PERMIT/ PARKING USE PERMIT/VESTING TENTATIVE TRACT MAP/PRECISE PLAN/ DEVELOPMENT AGREEMENT NO. 12-11-2137, A REQUEST BY LAGUNA HILLS INVESTMENT COMPANY TO REDEVELOP OAKBROOK VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA CARLOTA

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

WHEREAS, on November 26, 2002, the City Council of the City of Laguna Hills adopted the Urban Village Specific Plan ("UVSP"). The UVSP area consists of 240 acres bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and I-5 on the east. The UVSP regulates development within the Village Commercial area of Laguna Hills. The purpose of the Village Commercial area is to develop a community core in which a variety of public, regional commercial, recreational, and high density residential uses work in concert to create an "urban village." The UVSP provides for a continuing mixture of land uses, including retail, residential hotel, medical offices, and general offices. The allowed development intensity in the Urban Village is regulated based upon vehicle trip generation limits, not land use type or size of the project, and the UVSP provides for flexibility in development options and the mixture of land uses, provided established anticipated aggregate vehicle trip limits generated by new development are not exceeded. The City implements this aspect of the UVSP through a vehicle trip budget debiting process pursuant to which additional peak hour vehicle trips generated by each new development or redevelopment project are subtracted from the current aggregate total additional peak hour vehicle trips available to accommodate future new development in the UVSP area (the "Trip Budget Allocation"). Pursuant to the UVSP, applicants for new development projects are authorized to develop to the maximum intensity of their plans upon verification that the vehicle trip generation impacts created by the new development will not exceed the remaining Trip Budget Allocation; and

WHEREAS, in July 2009, the City Council adopted the 2009 Comprehensive General Plan Update ("Update"). The Update identified the UVSP area for expansion/revitalization and increased commercial and residential development; and

WHEREAS, in 2009, in connection with approving the Update, the City prepared a Program Environmental Impact Report entitled "City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse No. 20080811100" ("PEIR"). On July 14, 2009, the City Council certified the PEIR, adopted a Statement of Findings of Fact, a Statement of Overriding Considerations and

Mitigation Monitoring Program. The City filed a Notice of Determination on July 15, 2009; and

WHEREAS, in April 2011, the City Council adopted an Urban Village Specific Plan Amendment ("UVSP Amendment") in order to implement the Update. The UVSP Amendment updated the UVSP to reflect the development intensification approved in the Update, to modify the Trip Budget Allocation to 1,243 additional AM Peak Hour Trips and 2,272 PM Peak Hour Trips consistent with the Update, to modify the development standards in the UVSP in order to integrate and improve internal consistency between the existing commercial and residential development standards, to incorporate the mixed use application process and development standards already contained in the City's Development Code, and to update the Public Art section to clarify the management of the funds collected. On April 12, 2011, the City Council adopted an Addendum to the PEIR in connection with the adoption of the UVSP Amendment (the "First Addendum"); and

WHEREAS, Laguna Hills Investment Company, the owner of the Oakbrook Village Shopping Center, located at 24231-24391 Avenida de la Carlota in the Urban Village Specific Plan area, (the "Applicant") filed zoning applications designated as Site Development Permit/ Master Sign Program/ Conditional Use Permit/ Parking Use Permit/ Vesting Tentative Tract Map/ Precise Plan/ Development Agreement (SDPM/MSP/CUP/PUP/TTM/PREC/DEVA) No. 12-11-2137, requesting land use entitlement approvals for the redevelopment of Oakbrook Village Shopping Center with a Phase 1 mixed-use project (the "Project") that includes the construction of a maximum of 289 multi-family residential units, demolition of approximately 82,730 square feet of retail space, the reconstruction of approximately 24,000 square feet of retail space, a 17,000-square foot Village Green, several pedestrian paseos, a pedestrian trail, a traffic signal at the intersection of Avenida de la Carlota and the main entrance to the property, reconstruction of sidewalk in the project area, new storm drain connections and inlets, and landscaped parkway space along Avenida de la Carlota; and

WHEREAS, the Applicant has requested that the City prepare and enter into that certain development agreement entitled "DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND LAGUNA HILLS INVESTMENT COMPANY" (hereinafter referred to as the "Development Agreement") which governs certain aspects of the Project and a potential future Phase 2 project, including the timing of development of the Project and the future Phase 2 project, the provision of certain public improvements, the intensity of development allowed, and the type of improvements to be provided by the Applicant; and

WHEREAS, the redevelopment of Oakbrook Village Shopping Center is considered a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*, and California Code of Regulations, Title 14, Sections 15000 *et seq.* ("CEQA"); and

WHEREAS, the redevelopment of the Oakbrook Village Shopping Center was an activity contemplated by the Update and PEIR. The City of Laguna Hills, as lead agency, has prepared an initial study checklist and has determined that the Project is within the scope of the PEIR. Based on the initial study completed, the Project is consistent with the development density established by the Update and UVSP Amendment and will not result in any new significant effects that were not examined in the PEIR, a substantial increase in the severity of significant effects examined in the PEIR, or require any new mitigation measures or alternatives. The applicable mitigation measures identified in the PEIR are incorporated into the design of the Project or are imposed as conditions of approval, as appropriate. The City, therefore, has prepared an Addendum to the PEIR for the Project (the "Second Addendum") pursuant to Public Resources Code Sections 21166, 21083.3, and CEQA Guidelines Sections 15168, 15162, 15164, and 15183; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject applications at a public hearing, which was noticed for November 13, 2012.

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 has independently considered the Second Addendum prepared by City Staff, along with the PEIR, and finds that no further environmental documentation is required because: (i) the Project is within the scope of the PEIR; (ii) the Project is consistent with the development density established by the Update and UVSP Amendment; (iii) there are no substantial changes in the Project requiring major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (iv) there are no substantial changes with respect to the circumstances under which the Project is being undertaken which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; and (v) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the PEIR was certified showing that: (a) the Project will have one or more significant effects not discussed in the PEIR; (b) significant effects previously examined will be substantially more severe than shown in the PEIR; (c) mitigation measures or alternatives previously found not feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the mitigation measures or alternatives have not been adopted; or (d) mitigation measures or alternatives considerably different from those analyzed in the PEIR would substantially reduce one or more significant effects on the environment, but the mitigation measures or alternatives have not been adopted.

(Public Resources Code Sections 21166 and 21083.3, and CEQA Guidelines Sections 15168, 15162, 15164, and 15183.)

SECTION 3. The required findings by the City for approval of SDPM/MSP/CUP/PUP/TTM/PREC/DEVA No. 12-11-2137 have been met and made as follows:

Site Development Permit

1. The site design complies with standards of the development code in that:

The Project meets all of the development standards for properties within the Village Commercial zone and the Urban Village Specific Plan area, including density, building FAR, landscape requirements, parking requirements, setbacks, building height, and other development standards required.

2. The site is suitable for the proposed development in that:

The site is comprised of an existing shopping center and surface parking. The Project meets the development standards for the zone, will provide a mix of uses and an enhanced aesthetic appeal, while implementing the Urban Village Specific Plan.

From an environmental standpoint, the development is also suitable for the site in that the Project does not create any new or significant environmental impacts that were not already considered in the PEIR. There are no significant impacts as a result of the Project on the neighborhoods surrounding the Project, and there are no significant impacts the development may have on the project site itself resulting in unsuitable development conditions. Additional analysis conducted in an initial study determined that impact categories addressing air quality, noise, traffic and circulation, light and glare, soils and geology, and hydrology would not result in any significant impacts on the site or surrounding neighborhoods. As identified by the initial study, the Project will not exceed air quality thresholds of significance for construction and are below thresholds established by the South Coast Air Quality Management District.

3. The Project is consistent with the City's General Plan and applicable design guidelines in that:

The General Plan identifies the subject site as a "future study area," in which intensification and redevelopment was expected to occur. The Project implements the General Plan's vision for the Future Study Area by redeveloping the existing shopping center with a project that will be compact, mixed use, and pedestrian oriented.

The proposed residential building will be of quality design, with strong and appropriately scaled framework of architectural and landscape architectural elements and design. The building masses and landscaping throughout the project site will be designed to create a sense of unity. High-quality development features will be provided throughout the project site through site design (e.g., building orientation, screening and placement of service areas), architecture (e.g., mass, scale and form, style, material and color) and streetscape elements (e.g., lighting, paving materials). Development of the Project will enhance and strengthen the character of the existing center through landscaping, hardscape, and other improvements onsite and along the street edges.

4. The site design and structural components are appropriate for the site and function of the proposed uses in that:

Santa Barbara inspired architecture will be used in the design of the new mixed-use buildings as well as the remodeling of the existing buildings. The new buildings have been sited in ways that meet development standards, while making the best use of available space and maintaining a cohesive flow between the old and new portions of the center.

Master Sign Program

1. The design and application of the sign criteria required by the development code are satisfied by the proposed sign program in that:

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 sizes and locations of the perimeter entry signs and the secondary entry signs are appropriate for the mixed use project.

2. The sign program provides a compatible and harmonious design between advertising, landscaping and building design in that:

Freestanding signs are finished in materials that are consistent with the major project entry and secondary entry features along El Toro Road in the Urban Village area, complement the buildings on site, and are placed in landscaped areas that will accent the signs without detracting from their effectiveness. Wall signs make use of quality materials and construction and are proportional to the building façade to which they are attached. Therefore, the sign program provides a compatible and harmonious design between advertising, landscaping, and building design.

Conditional Use Permit/Parking Use Permit

1. The proposed use is consistent with the General Plan in that:

The General Plan encourages shared parking to make the most efficient use of available land and reducing the amount of land devoted to parking by integrating multiple use and creative parking solutions that still provide adequate parking for all uses. The reduced parking makes efficient use of the available space by sharing parking for all uses on the project site, while still providing adequate parking. The Applicant has demonstrated that adequate parking will be provided for all proposed uses on the project site through completion of a parking study conducted by a licensed professional.

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

The Applicant has demonstrated that there is adequate parking on the project site for the proposed uses. Therefore the parking use permit will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures.

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

The Applicant has demonstrated that the proposed site can accommodate enough parking to adequately serve the existing and proposed uses on the subject site. Furthermore, the parking will not only be sufficient in size, but will be improved in quality due to attractive pedestrian connections (parking lot paseos) and landscaping.

4. All required development standards prescribed by the Laguna Hills Development Code can be achieved in that:

The project includes a total of 1297 parking spaces. 734 parking spaces are available to be shared among the retail uses and 557 spaces are to be used strictly for residential uses (the required residential parking will be gated off from the retail area and is not included in the shared parking request). The Development Code sets forth theoretical parking ratios for individual uses. While the site is deficient in parking if each retail use is taken as a stand-alone business that requires its own parking, the Code allows for shared use of parking facilities, similar to what is encountered in a shopping center with multiple uses such as the Oakbrook Village Project. The Code allows for reduced parking for such situations, when the

Applicant can demonstrate that the provided parking is adequate for the proposed uses, as was demonstrated in the parking study conducted for this Project. While City parking code ratios require 1,041 spaces for the mix of retail uses, existing demand and future development are expected to result in an actual peak demand of 727 spaces for retail uses leaving a surplus of 7 spaces.

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

The conditions imposed on the parking use permit are intended to maintain continued functionality of the parking use plan thereby insuring compatibility with adjacent uses and the preservation of public safety and welfare.

6. The proposed joint parking permit is consistent with the intent and purpose of the development code in that:

By establishing theoretical parking ratios for different types of uses, the development code intends to anticipate the amount of parking that will be needed to adequately serve proposed uses, thereby ensuring parking availability and relative ease of parking for patrons, which is consistent with goals of the General Plan. Despite a decrease in parking from the theoretical number of parking spaces that would be required per the parking ratios listed in the development code, the Applicant has demonstrated through completion of a parking study that adequate parking exists for all proposed uses on the site, thereby meeting the intent of the development code in establishing parking standards. While City parking code ratios require 1,041 spaces for retail uses, existing demand and future development are expected to result in an actual peak demand of 727 spaces leaving a surplus of 7 spaces.

7. The joint parking use permit provides a reasonable and enforceable means for all uses to share parking facilities in that:

There will be 734 parking spaces designated to serve the retail land use on the site, as is typical for similar shopping centers. In addition, the Project includes 498 residential and 58 guest parking spaces that will be gated off from the retail area and therefore only available to serve the residential land use. With the conditions of approval, the Applicant is required to have the Shared Parking model recalculated in its entirety if a future expansion project at the subject site results in a change of use (switches to a different land use category).

8. The requirement for parking established by the joint parking use permit shall assure that parking demands for the participating uses are continually met:

The parking study conducted for this Project demonstrates that with the current proposed mix of uses, there is adequate parking for all uses, even at expected peak periods. With the conditions of approval, any new type of tenant (such as was not identified in the parking study) must submit an updated Shared Parking model calculation to the Community Development Director to ensure consistency with the established joint use parking permit, thereby assuring that parking demands continue to be met for all uses on the subject site.

Vesting Tentative Tract Map

1. The proposed subdivision is consistent with the General Plan and Urban Village Specific Plan in that:

The General Plan identifies the subject site as a "future study area," in which intensification and redevelopment was expected to occur. The Project implements the General Plan's vision for the Future Study Area by redeveloping the existing shopping center with a project that will be compact, mixed use, and pedestrian oriented. Likewise, the Project is consistent with the UVSP in that a mixed use development is identified as the preferred land use for the Oakbrook Village shopping center site in the UVSP. Peak hour trips resulting from development associated with the proposed map also complies with UVSP trip budget limits for new development in that the project will result in an additional 102 net trip ends in the AM Peak Hour and a reduction of 37 PM Peak Hour trips from existing conditions. Currently the trip budget allocation in the UVSP has a balance of 1,234 AM Peak Hour Trips and 2,242 PM Peak Hour Trips which is more than enough AM and PM Peak Hour Trips to support the proposed Project.

2. The design or improvement of the proposed subdivision is consistent with the General Plan and Urban Village Specific Plan in that:

The Project includes improvements, such as, a village green, several pedestrian paseos, a pedestrian trail, entry features, and landscaping that are all consistent with the UVSP. Given the mix of land uses and the project design, the site promotes smart growth and infill development, which are concepts that have been incorporated into the General Plan.

3. The site is physically suitable for the type of development in that:

The site is relatively flat and is physically suitable for the residential and commercial uses proposed. The site is currently improved with a shopping center and surface parking. The site is currently underutilized and provides the opportunity for the infill redevelopment project, which will enhance the community character, optimize City investments in infrastructure and community facilities, and promote a more walking- and bike-friendly neighborhood.

4. The site is physically suitable for the proposed density of development in that:

The Project includes the construction of 289 residential dwelling units and will have a density of approximately 44 dwelling units per acre. The proposed density of development meets the UVSP density requirement of up to 50 dwelling units per acre. The site is large enough to accommodate the proposed development. All utilities are available to serve the site along with adequate street access.

5. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat in that:

The Project site is developed with commercial/retail uses and is not in its natural condition. City Staff evaluated the potential environmental impacts of the redevelopment Project and concluded that the improvements at the site will not result in any new significant impacts, or any increase in the severity of significant impacts identified in the General Plan Update Program EIR, which analyzed the General Plan Update program, including the redevelopment of the Oakbrook Village Shopping Center. No natural biological resources or communities existed on or in the vicinity of the Project site in 2009 when the General Plan Update was analyzed under the Program EIR- and no such resources exist at the present time since site conditions have not changed.

6. The design of the subdivision or type of improvements is not likely to cause serious public health problems in that:

The Project improvements have been designed in accordance with all applicable codes. The design of the proposed land division will not cause public health problems since the proposed parcels are similar to other commercial and residential parcels adjacent to the site which are similarly served by existing improved roads and utilities.

7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided and that these will be substantially equivalent to ones previously acquired by the public in that:

The Project area includes an existing waterline easement for purposes of enabling El Toro Water District to provide water to existing and future development at the project site. A condition of approval to the Project approvals requiring the Applicant to relocate the existing easement to avoid impacting water infrastructure has been included. Also, the City will be vacating portions of the public right-of-way along Avenida de la Carlota that are no longer necessary as a result of the project. Additional dedications will be provided by the Applicant.

8. The design of the subdivision, to the extent feasible, does have allowance for future passive or natural heating and cooling opportunities in that:
The orientation of buildings to be constructed as part of the subdivision improvements provide the opportunity for the future passive or natural heating and cooling to be provided. Proposed buildings enjoy substantial vertical and horizontal separation between existing buildings in the area so that the installation of future solar improvements can occur. Dwelling unit structures which are part of the subdivision include ventilation opportunities for natural ventilation to occur through natural air movement the exists within the local climate.
9. The design, density, and configuration of the subdivision strikes a balance between the effect of the subdivision on the housing needs of the region and of public service needs in that:

The project will result in housing production well in excess of the City's 2009-2014 regional housing needs assessment allocation of seven dwelling units. The type of housing stock proposed will increase the supply of one and two bedroom, for rent multi-family units, a type of housing which is in limited availability within the community but in high demand within the South Orange County region. The project provides a compact, mixed-use housing development within an existing underutilized retail shopping center which is already served by existing infrastructure and other public services. The project location and design maximizes the efficiency at which public agencies provide services to the area because of its high-density compact design. The design takes advantage of existing in-place public services and utilities that already serve the area.

10. The discharge of waste from the proposed subdivision into the existing sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board in that:

The conditions of approval for on and off-site improvements will ensure permitted capacity of the public sewer system is not exceeded.

Precise Plan

1. The plan and the uses proposed are consistent with the General Plan in that:

The General Plan identifies the subject site as a "future study area," in which intensification and redevelopment was expected to occur. The Project implements the General Plan's vision for the Future Study Area by redeveloping the existing shopping center with a project that will be compact, mixed use, and pedestrian oriented.

2. The proposed plan is consistent with adopted development standards for the area in which proposed in that:

The Project meets all of the development standards, including lot size, lot width, lot depth, lot coverage, density, building height, open space and amenities, landscape coverage, parking (with approval of a CUP/PUP), and signage (with approval of a SDP/MSP).

3. The plan promotes community image and enhances compatibility of uses in the plan area in that:

The proposed residential building will be of quality design, with strong and appropriately scaled framework of architectural and landscape architectural elements and design. The building masses and landscaping throughout the project site will be designed to create a sense of unity. High-quality development features will be provided throughout the project site through site design (e.g., building orientation, screening and placement of service areas), architecture (e.g., mass, scale and form, style, material and color) and streetscape elements (e.g., lighting, paving materials). Development of the Project will enhance and strengthen the character of the existing center through landscaping, hardscape, and other improvements onsite and along the street edges.

Santa Barbara inspired architecture will be used in the design of the new mixed-use buildings as well as the remodeling of the existing buildings. The new buildings have been sited in ways that meet development standards, while making the best use of available space and maintaining a cohesive flow between the uses in the plan area.

4. The plan will reduce undesirable environmental consequences while improving economic needs of the area and community in that:

The Oakbrook redevelopment project is an infill project that enhances community character, optimizes City investments in infrastructure and community facilities, supports increased transit use, and promotes a more walkable environment within its portion of the UVSP. Additionally, as stated in the General Plan, infill projects reduce vehicle trips and resulting air pollution, increases housing diversity, and enhances retail viability. The Project will add nearly dwelling units 300 units within close proximity to job centers, shopping opportunities, health facilities, and existing transit infrastructure.

5. The plan is sufficiently detailed to ensure design values and controls needed to achieve a balance and integration of uses in that:

The Project mixes compatible land uses, residential and commercial, which increases the balance of land uses within the project area. By integrating these compatible uses in proximity to one another, the Project creates a desirable place for people to live, work, shop, and play. The key to successful mixed use projects is creating pedestrian friendly environments within the project and connections to neighboring uses through the use of trails, pathways, bikeways, and safe crosswalks. The Project achieves this by improving the site with a village green, pedestrian paseos and parking lot paseos (connecting the mixed use buildings to the village green, existing retail space, and the Laguna Hills Mall), a pedestrian trail, landscaped parkway space along Avenida de la Carlota, and reconstructing sidewalk in the Project area.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve SDPM/MSP/CUP/PUP/TTM/PREC/DEVA No. 12-11-2137, subject to the following conditions of approval:

General

1. This approval 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.
2. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation and/or termination of the Site Development Permit, the Master Sign Program, the Conditional Use Permit, the Parking Use Permit, the

Vesting Tentative Tract Map, and/or the Precise Plan approved in conjunction with the Project (collectively, the "Entitlements").

3. All Conditions of Approval set forth herein shall be binding on and enforceable against each of the following, and whenever used herein, the term "Applicant" shall mean and refer to the Project Applicant, the developer of the Project, the subdivider of the property, the owner(s) and tenant(s) of the property, and/or their successors and assigns, as applicable.
4. As a condition of issuance of the Entitlements granted herein, the Applicant hereby agrees, at its sole cost and expense and to the fullest extent permitted by law, to defend (with legal counsel approved or selected by City), indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, employees, agents, and consultants, which seeks to attack, challenge, set aside, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this Project. The City agrees to promptly notify the Applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, but is not obligated to, at its sole cost and expense, elect to participate in the defense of any such action under this condition.
5. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
6. The Applicant shall reimburse the City for any outstanding staff time spent on processing SDPM/MSP/CUP/PUP/TTM/PREC/DEVA No. 12-11-2137 within 60 days of the Planning Agency's approval.
7. The Entitlements shall become effective only upon the adoption and effective date of an Ordinance approving the Development Agreement for the "Oakbrook Village Shopping Center Mixed Use Project" between the City of Laguna Hills and the Applicant.
8. Within 30 days from the date of approval, the Applicant shall reimburse the City for fees associated with filing the Notice of Determination, including posting fees and Department of Fish and Game fees, if applicable.

Building

9. The Applicant shall obtain applicable building permits, as required by Section 105 of the 2010 California Building Code, prior to commencement of any work for which a permit is required.

10. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2010 California Building Code.
11. For building permit purposes only, the Applicant shall secure any required approvals from the Orange County Fire Authority, El Toro Water District, and City Planning and Engineering Departments prior to issuance of any required building permit.
12. At time of building permit issuance, the Applicant shall submit Construction and Demolition Waste Recycling Program documentation, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of the California Integrated Waste Management Board (CIWMB).
13. The Applicant shall comply with all applicable general construction Water Quality Ordinances, as required by the City of Laguna Hills and Ordinance No. 2003-12.
14. The Applicant shall secure any required approvals from Orange County Health Department at the time of document submittal for the purpose of building permit issuance.
15. The Applicant shall ensure compliance with the California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code.
16. The Applicant shall comply with all California Energy Code requirements, as required by the California Energy Commission.
17. All construction shall comply with applicable building codes including the 2010 California Building, Plumbing, Mechanical, Electrical, and Green Building Codes in regards to applicable occupancy types.
18. The California Green Building Code shall apply to all newly constructed buildings (from the ground up).
19. The Applicant shall comply with the City of Laguna Hills Water Efficient Landscape Ordinance.

OCFA

20. Prior to issuance of building permits, the Applicant shall submit to Orange County Fire Authority for review and approval a fire master plan (Service Code PR 145). A detailed fire master plan will be required demonstrating access to all rescue windows throughout the project. Fire hydrants and fire lanes shall be indicated on this plan.

21. Prior to issuance of building permits, the Applicant shall submit to Orange County Fire Authority for review and approval architectural plans (Service Code PR 200- PR 285), when required by the OCFA "Plan Submittal Criteria Form."
22. Prior to issuance of building permits, the Applicant shall submit to Orange County Fire Authority for review and approval plans for underground piping for private hydrants and fire sprinkler systems (Service Code PR 470- PR 475).
23. Prior to issuance of building permits, the Applicant shall submit to Orange County Fire Authority for review and approval a fire sprinkler system plan (Service Code PR 400- PR 465).
24. Prior to concealing interior construction, the Applicant shall submit to Orange County Fire Authority for review and approval plans a sprinkler monitoring system plan (Service Code PR 500).
25. Prior to concealing interior construction, the Applicant shall submit to Orange County Fire Authority for review and approval plans a fire alarm system plan (Service Code PR 500 – PR 520).
26. Specific submittal requirements to Orange County Fire Authority may vary from conditions numbered 22-27 listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. The Applicant shall comply with all submittal requirements of the Orange County Fire Authority.
27. Prior to commencement of construction, the Applicant or its agent shall attend a pre-construction meeting an Orange County Fire Authority inspector. Call OCFA Inspection Scheduling at 714-573-6150 at least two days in advance to schedule and pay for the pre-construction meeting.
28. After installation of required fire access roadways and hydrants, the Applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least two days in advance to schedule the lumber drop inspection.

Planning

29. Outdoor security and other lighting, including illuminated signs, shall be designed and maintained so as not to illuminate beyond the

project boundary. All exterior lights shall be focused inward and away from surrounding uses and adjacent residential properties.

30. All noise generated by the Project, including construction noise, delivery noise, and other operational noise shall at all times meet noise requirements pursuant to LHMC section 5-24 (Noise Control).
31. If future activity or expansion at the subject site results in a change of use (switches to a different land use category), the Shared Parking model must be recalculated in its entirety. The resultant parking demand identified from a singular Shared Parking calculation must never be automatically used as a "baseline" value to debit or credit another (or future) project's incremental parking requirements.
32. If at any time in the future the Community Development Director determines, in his or her sole discretion, that a parking and circulation study is necessary to address parking and/or circulation issues relative to any change in any use or any portion of any use (i.e., change in tenant mix) in the shopping center, the Applicant shall, at its sole cost and expense, be responsible for the cost of parking and circulation study prepared by a licensed consultant selected by the City. The Applicant shall, at its sole cost and expense, be responsible for implementation costs of any reasonable mitigation measures deemed appropriate by the Community Development Director related to such impacts based on the findings of such study.
33. Mechanical equipment, storage, trash areas, and utilities shall be architecturally screened by a solid material from public view to the reasonable satisfaction of the Community Development Director. The method of screening shall be architecturally compatible in terms of materials, color, shape, and size. The screening design shall blend with the building design and include landscaping when on the ground.
34. No building permits for any dwelling unit construction shall be issued until final map approval by the City Council and evidence of final map recordation has been provided to the City, and other applicable conditions have been met.
35. (Intentionally omitted)
36. Prior to the commencement of any work, the Applicant shall provide a contact number for the public to call concerning dust or noise complaints. The information shall also be posted on site in a manner approved by the Community Development Director.

37. The Applicant shall prepare Covenants, Conditions, and Restrictions, or another appropriate recordable document(s) or agreement(s) acceptable to the City that runs with the land and binds future owners (collectively, "CC&Rs") for review and approval by the City Attorney's office and Community Development Department prior to the issuance of building permits. The approved CC&Rs shall be recorded concurrently with the final subdivision map, and the Applicant shall provide a recorded copy of the CC&Rs prior to the issuance of certificates of occupancy. The CC&Rs shall provide for the establishment of a homeowners association and/or property owners' association, as applicable; shall address, to the satisfaction of the City, responsibilities for all common areas, utilities, drainage devices, ingress and egress, property maintenance, and building architecture; shall require that residents of the residential component of the Project to make their required garage parking available for the parking of automobiles at all times; shall include provisions identifying a property owner's association or other entity responsible for ongoing implementation and funding of the Operations and Maintenance (O&M) Plan associated with the WQMP for the Project and compliance with the City's Stormwater Quality Ordinance and other applicable National Pollutant Discharge Elimination System (NPDES) regulations; shall provide that those provisions of the CC&Rs benefitting the City may not be substantively amended or terminated without City approval; and shall provide that the City may, but shall not be obligated to, enforce the CC&Rs. The CC&Rs shall be submitted to the City Attorney for review and approval and shall be recorded concurrently with the final map. The Applicant shall provide a recorded copy of the CC&Rs prior to the issuance of occupancy. The Applicant shall reimburse the City for all legal costs associated with this condition.
38. A final landscape and irrigation plan for all Project landscaping shall be submitted to the City for review and approval prior to the issuance of a building permit. Trees installed shall be a minimum one-inch caliper. Final landscape and irrigation plans shall include information on minimum spacing between all plant materials except for trees which shall be planted as indicated on the preliminary landscape plan at a minimum. The Community Development Department shall inspect Applicant-installed landscaping to ensure full coverage of all landscaped areas. The Applicant shall provide additional material as required. Approved landscape and irrigation improvements shall be installed prior to the issuance of any occupancy, except for the Village Green area. Village Green landscape and irrigation improvements shall be installed prior to the issuance of the last residential occupancy.

39. Prior to the issuance of any building permit, the Applicant shall provide final details and specifications identifying the amenities of all outdoor landscaped courtyards and pool courtyard to the Community Development Department for review and approval. The plan shall label the location of jacuzzis, cabanas, barbeques, fire pits, wet bars, and seating areas as depicted on Sheets A1.3a and A1.3b of the project architectural plans submitted to the City in support of the Entitlements.
40. The Applicant shall submit a final project photometric study to the Community Development Department for review and approval prior to the issuance of any building permits. Pedestrian and parking lot lighting poles and fixture types shall be consistent with the types depicted in the Urban Village Specific Plan.
41. Prior to the recordation of a Final Tract Map, sewer improvement plans to serve the project shall be designed to the satisfaction of the El Toro Water District.
42. Prior to the issuance of any certificates of occupancy, all sewer improvements shall be constructed to the satisfaction of the El Toro Water District.
43. Prior to the recordation of a Final Tract Map, water improvement plans to serve the Project shall be designed to the satisfaction of the El Toro Water District. At a minimum, water lines shall be sized to accommodate the total domestic requirements and fire-flow requirements of OCFA.
44. Prior to the issuance of any occupancy, all water improvements shall be constructed to the satisfaction of the El Toro Water District.
45. Prior to the recordation of a Final Tract Map, existing water line easements on the site shall be relocated to the satisfaction of the El Toro Water District.
46. No overhead utilities shall be installed.
47. All pedestrian paseos and parking lot paseos shall be designed, installed and constructed in conformance with Figures 17 and 18 of the Urban Village Specific Plan. Prior to the issuance of any building permits, plans for the pedestrian and parking lot paseos shall be reviewed and approved by the Community Development Department.

48. All vehicle and pedestrian gates shall be reviewed and approved by OCFA and OCSD for conformance with the respective agencies' requirements for limited access devices.
49. Prior to the issuance of grading permits for the Project, the southwest gated parking entrance shall be redesigned to avoid interfering with vehicles backing out of garage spaces.
50. The conditions of Project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees. The Applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the Project, has begun.
51. Prior to the issuance of any building permits for the project, the Applicant shall submit plans and specifications for the construction/fabrication and installation of public art required by the Urban Village Specific Plan. The proposed art work and its location shall be reviewed and approved by the Planning Agency along with conformance of the requirements and goals of the City's Public Art Program, which review and approval shall be completed prior to the issuance of any building permits for the project in accordance with the Urban Village Specific Plan. The public art shall be created and installed, or the required public art in lieu fee paid, prior to the issuance of the first residential certificate of occupancy for the project. Sequencing and phasing of the installation of public art within the Village Green area may be considered through an operating memoranda pursuant to the Development Agreement.
52. As indicated on the vesting tentative map, portions of the site required for public improvements shall be irrevocably offered for dedication prior to the recordation of the final map. Dedications shall be in fee or as an easement at the discretion of City. The City may accept the Owner's offer of dedication upon Owner's completion and acceptance by City of the associated improvements in compliance with the specifications as approved by City.
53. Prior to the City Council's approval of the final map, the Applicant shall pay the public park in-lieu fee of Seven Thousand Three Hundred Ninety Two Dollars (\$7,392.00) for each residential unit constructed as part of the project.
54. Prior to the issuance of the last residential certificate of occupancy, the Applicant shall construct the Secondary Entry Signs depicted by Exhibit G of the Project's proposed Master Sign Program.

55. Prior to the issuance of a building permit, the Applicant shall revise the Project's proposed Master Sign Program to the satisfaction of the Community Development Director to include the following:
- a. General Specification No. 28 for Primary and Secondary Signs shall be revised to refer to the City of Laguna Hills Community Development Director.
 - b. Design Specifications for Primary Signs shall be revised to refer to the appropriate exhibit depicting the wood beam detail.
 - c. The height of stacked signs for In-Line Shop Buildings and Multi-Tenant Pads shall not exceed 12 inches.
 - d. (Intentionally omitted)
 - e. Unreadable text pertaining to sign locations on Exhibit A shall be revised.
 - f. Exhibit D shall be revised to show a readable canopy detail.
 - g. The maximum sign area for individual wall signs for In-Line Shop Buildings and Multi-Tenant Pads shall not exceed 150 square feet.
 - h. The maximum wall sign area for Major Anchor Retailer tenants shall be 150 square feet.
 - i. (Intentionally omitted)
 - j. (Intentionally omitted)
 - k. The description of the "Center Identification" provisions shall be revised to preclude the installation of a Perimeter Entry Sign facing the Laguna Hills Mall until the installation of an adjoining street between Oakbrook Village and the mall.
 - l. Secondary Entry Features shall not exceed a sign area of 15 square feet for the display of the shopping center name.
 - m. Directional signage specifications shall be revised to a maximum height of 8 feet and a width of 4 feet and a maximum letter height of 3 inches.

Public Services

56. Project improvement plans and related documents shall be reviewed and approved by the City Engineer; said plans shall be prepared by

a State of California Registered Civil Engineer and shall conform to City standards.

57. No work shall be performed within the public right-of-way, by the Applicant or his or her agents until a public property encroachment permit is issued by the City Engineer and applicable fees have been paid.
58. Construction traffic shall not access or depart the site during morning or evening peak periods, which are 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday. The Applicant shall provide a construction vehicle routing plan for approval by the City Engineer prior to any demolition or construction work.
59. It shall be the Applicant's responsibility to protect-in-place existing public improvements. Applicant shall repair or replace, to the satisfaction of the City Engineer, any public improvements that are damaged as a result of the proposed construction.
60. All public improvements shall be constructed and completed to the satisfaction of the City Engineer prior to the recordation of a Final Map, or the Applicant shall enter into a Subdivision Improvement Agreement to include the posting of securities to guarantee the completion of the public improvements as approved by the City Attorney.
61. The Subdivision Map shall be prepared in accordance with City, County, and State requirements and standards. The Applicant shall submit the Final Map for plan check to both the City Engineer and County Surveyor and pay all applicable plan check fees. The Applicant shall submit a current Title Report, supporting documents, and traverse closure calculations.
62. Any existing monumentation disturbed during construction shall be restored by a California Licensed Land Surveyor, and Corner Records shall be filed with the City Engineer and County Surveyor.
63. The Applicant shall submit a final grading plan and erosion control plan on 24"x 36" sheets to the City Engineer. A separate hydrology report shall also be provided. All plans shall be prepared by a registered Civil Engineer. The grading plan shall show street, sewer, water, storm drain facilities, and all proposed grading. The plans shall show the extent of topography of the grading plan and shall be sufficient to determine drainage impacts to the surrounding area. All grading shall be designed and constructed in accordance with the City's Grading and Excavation Code. The final grading plan shall be approved by the City Engineer prior to the issuance of a building permit. No concentrated drainage shall be allowed onto driveways

or sidewalks and shall be conveyed to the street via a storm drain pipeline or culvert, as applicable.

64. A separate Grading Plan with related documents shall be required for each phase of development. Prior to the recordation of a final map, the Grading Plan for Phase One shall be submitted for review and approval by the City Engineer.
65. The Applicant shall submit a geotechnical report prepared by a Registered Engineering Geologist for approval by the City Engineer. The report shall include evaluation of onsite soils and provide recommendations on pavement sections, building foundations, and a discussion of the functionality of the water quality features.
66. All parking lots and drives shall be constructed of asphalt concrete over crushed aggregate base over subgrade, or equal, and compacted to a relative compaction of 95% or equivalent. The structural pavement thickness shall be no less than 4" AC over 6" AB, or more, for drive aisles, and 4" AC over 4" AB for all other areas, or more, as required by the project soils engineer and approved by the City Engineer.
67. Prior to issuance of a grading permit, the Applicant shall pay a traffic impact mitigation fee in accordance with Chapter 9-102 of Laguna Hills Municipal Code in the amount of Three Thousand Nine Hundred Fourteen Dollars (\$3,914.00) per each new PM peak hour trip generated as a result of the Project, as determined by the City Engineer based upon a traffic study.
68. Prior to the issuance of grading, building, encroachment, or other permits, as applicable, the Applicant shall pay, or provide City with evidence of payment of, all fees required by public agencies other than the City, whether or not collected by the City, including, but not limited to, the fees imposed pursuant to the County of Orange's CARITS program, the fees imposed pursuant to the County of Orange's major thoroughfare and bridge fee programs for the Moulton Parkway/Laguna Niguel area, fees imposed by the San Joaquin Hills Transportation Corridor Agency, and school district fees.
69. Prior to issuance of any grading or building permits, the Applicant shall submit for approval by the Community Development Department and Public Services Department a water quality management plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on-site to control predictable pollutant run-off. This WQMP shall identify Low Impact Development (LID) BMPs and routine structural and non-structural measures specified in the current Orange County Drainage Area

Management Plan (DAMP) and the San Diego Regional Water Quality Control Board requirements. This WQMP must also:

- a. Address site design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, conserving natural areas, preserving trees, and retaining existing site hydrology to the maximum extent practicable;
 - b. Include a design goal to maintain or replicate the pre-development hydrologic functions through site preservation, infiltration, retention, detention, evapotranspiration, and filtration treatment systems.
 - c. Incorporate applicable routine source control BMPs as defined in the DAMP and provide a detailed description of their implementation;
 - d. Incorporate applicable treatment control BMPs as defined in the DAMP to the approval of the City Engineer;
 - e. Implement Low Impact Development (LID) BMPs to reduce runoff to the maximum extent practicable.
 - f. Include an Operation and Maintenance (O&M) plan that identifies the mechanism(s) by which long-term O&M of all post construction BMPs will be provided and funded.
70. Prior to issuance of grading permits, the Applicant shall submit a copy of the Notice of Intent (NOI) indicating that coverage has been obtained under the National Pollutant Discharge Elimination System (NPDES) State General Permit for Storm Water Discharges Associated with Construction Activity from the State Water Resources Control Board. Evidence that the NOI has been obtained shall be submitted to the Public Services Department. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request. In addition, the Applicant shall include notes on the grading plans indicating that the project will be implemented in compliance with the Statewide Permit for General Construction Activities.
71. The Applicant shall comply with and/or implement all hydromodification criteria, hydrologic control measures, performance measures, management measures, and other requirements of the

Hydromodification Management Plan or Interim Hydromodification Criteria, as applicable, developed in accordance with Section F.1.h of Order No. R9-2009-0002 (NPDES Permit No. CAS0108740), or any subsequent Order adopted by the California Regional Water Quality Control Board, San Diego Region, and shall provide all necessary related calculations in the grading plans.

72. Prior to issuance of the first residential certificate of occupancy, the Applicant shall install, to the reasonable satisfaction of the City Engineer, a traffic signal at the intersection of Avenida de la Carlota and the main entrance to the Property, including interconnection to the existing traffic signal at the intersection of Avenida de la Carlota and Los Alisos Boulevard via conduit and hardware, and construction on the easterly side of Avenida de la Carlota of a public sidewalk connection to the Oakbrook Plaza office development. Said traffic signal shall be constructed to applicable State and City standards and specifications and shall be equipped with video detection and controller equipment as approved by City. The sidewalks and ramps at all corners of the newly signalized intersection and the sidewalk connection to the Oakbrook Plaza office development on the easterly side of Avenida De La Carlota shall be constructed and/or modified to conform to City and Americans With Disabilities Act ("ADA") standards. Prior to construction of said improvements, the Applicant shall prepare, and the City Engineer shall approve, a Traffic Signal Improvement Plan and a Striping Plan for the proposed traffic signal, including a traffic signal interconnection plan to interconnect the new traffic signal with the existing traffic signal at the intersection of Avenida de la Carlota at Los Alisos Boulevard.
73. The Applicant shall design and construct, to the satisfaction of the City Engineer, storm drain connections, inlets, and/or other improvements necessary to eliminate all cross-gutter drainage across both the main and the northerly entrance driveway intersections with Avenida De La Carlota. No cross-gutters shall be used at the above-described intersections.
74. Debris gates of the type specified by the City Engineer shall be installed at all catch basin inlets along the Property frontage to Avenida De La Carlota.
75. The northerly entrance intersection with Avenida De La Carlota shall be realigned to intersect Avenida De La Carlota at 90 degrees to the reasonable satisfaction of the City Engineer and as shown on the Vesting Tentative Map.
76. Prior to issuance of the first residential certificate of occupancy, the Applicant shall dedicate and transfer to City the public right-of-way

necessary for, and shall construct and create, a new curb line along the entire Property frontage of Avenida de la Carlota, including a six (6) foot wide landscaped parkway space and a minimum six (6) foot wide sidewalk to City standards and specifications. Such improvements shall not interfere with existing vehicular lane configurations or result in modifications that have the effect of reducing any on-site parking for the Project. Required parkway improvements shall be as shown on the approved landscape plans, shall be consistent with the Urban Village Specific Plan, and shall include all irrigation and drainage facilities and improvements deemed necessary by the City Engineer.

77. All of the curb ramps on Avenida De La Carlota at each entrance to Oakbrook Village shall be reconstructed to current ADA standards to the satisfaction of the City Engineer with detectable warning surface by Armor Tile, cast in place, and blue in color.
78. The Applicant shall provide an Americans with Disabilities Act (ADA) site review of existing pathways, sidewalks and access ramps for both on-site access and adjacent to the site access along the accessible pathways. The accessible pathway shall not include a path within any drive aisle, except as necessary to cross a drive aisle at 90° to the drive aisle. The report shall be prepared by a professional whose expertise lies in the field and shall include an implementation plan to correct all deficiencies noted as approved by the City Engineer. Any sidewalk or pathway not in compliance with ADA standards shall be reconstructed.
79. The Applicant shall demonstrate that all on-site access routes are capable to accommodate truck access and truck turning radii.
80. Prior to the grading permit close out or the issuance of a certificate of use and occupancy, the Applicant shall demonstrate compliance with the WQMP in a manner meeting the satisfaction of the City Engineer, including:
 - a. Demonstrates that all structural BMPs described in the Project WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications.
 - b. Demonstrates that the Applicant has complied with and/or is prepared to implement all non-structural BMPs described in the Project WQMP.
 - c. Demonstrates that an adequate number of copies of the project's approved Project WQMP are available for the future occupants.

- d. Demonstrates that the Applicant has agreed to and recorded CC&R's, an agreement, or another legal instrument approved by the City Attorney that shall require the property owner, successors, tenants (if applicable), and assigns to fund, operate and maintain in perpetuity the post-construction BMPs described in the Project WQMP.
 - e. The Community Development Department and Public Services Department shall determine whether any proposed change in use requires an amendment to an approved Project WQMP and/or recorded document or agreement.
81. Trash/recycling enclosures shall be provided on-site and shall be constructed per the City of Laguna Hills Covered Trash Enclosure Detail and City standards, including a solid roof and sewer drain connection.
 82. The Applicant shall install "Smart" landscape irrigation controllers, low precipitation-rate sprinkler heads, and water efficient landscaping throughout the property in conformance with Municipal Code Chapter 9-47.

Additional Mitigation Measures / Conditions

The following mitigation measures/conditions relate to air quality impacts:

83. During grading activities, all rubber-tired dozers and scrapers (≥ 50 horsepower) shall be CARB Tier 3 Certified or better. Additionally, the maximum (actively graded) disturbance area shall not exceed four acres per day.
84. The Applicant shall apply the following measures, as applicable, during construction of the Project to reduce the amount of fugitive dust in accordance with SCAQMD Rule 403:
 - Dust suppression at construction sites using vegetation, surfactants, and other chemical stabilizers
 - Wheel washers for construction equipment
 - Watering down of all construction areas
 - Limit speeds at construction sites to 15 miles per hour
 - Covering of aggregate or similar material during transportation of material

85. The Applicant shall implement the following measures, as applicable, during construction of the Project to reduce exhaust emissions from construction equipment:
- On-site equipment shall not be left idling when not in use.
 - The hours of operation of heavy-duty equipment and/or the amount of equipment in use at any one time shall be limited.
 - Staging areas for heavy-duty construction equipment shall be located as far as possible from sensitive receptors.
 - Before construction contracts are issued, the project Applicant shall perform a review of new technology, in consultation with the SCAQMD, as it relates to heavy-duty equipment, to determine what (if any) advances in emissions reductions are available for use and are economically feasible. Construction contract and bid specifications shall require contractors to utilize the best available and economically feasible technology on an established percentage of the equipment fleet. It is anticipated that in the near future, both NO_x and PM₁₀ control equipment will be available.
86. Activities involving idling trucks shall be oriented as far away from and downwind of existing or proposed sensitive receptors as feasible. Strategies shall be incorporated to reduce the idling time of main propulsion engines through alternative technologies such as IdleAire, electrification of truck parking, and alternative energy sources for transport refrigeration units (TRUs) to allow diesel engines to be completely turned off.
87. The Applicant shall develop a Construction Traffic Emission Management Plan for the proposed project. The Plan shall include measures to minimize emissions from vehicles including: scheduling truck deliveries to avoid peak hour traffic, consolidating truck deliveries, and prohibiting truck idling in excess of five minutes. Other measures include: use electricity or alternate fuels for on-site mobile equipment instead of diesel equipment to the extent feasible; maintain construction equipment by conducting regular tune ups and retard diesel engine timing; use electric welders where electricity is available; use on-site electricity rather than temporary power generators where electricity is available; evaluate the feasibility of retrofitting the large off-road construction equipment; use alternative diesel fuels, if commercially available; and suspend the use of all construction activities during first stage smog alerts.

The following mitigation measures/conditions relate to both air quality and greenhouse gas emissions impacts:

88. Prior to building permit final, the Applicant shall provide bike support facilities (e.g., bicycle racks) to encourage bicycle riding as a transportation mode. Prior to installation, a plan for such amenities shall be submitted to the Community Development Director for his or her review and approval.
89. At a minimum, the Applicant shall implement the following “green” building practices:
 - The apartment units shall feature dual pane low E vinyl windows, low flow toilets, low flow showerheads, low flow faucets, Energy Star appliances, energy efficient lighting, reflective white PVC “cool” roof membrane, programmable thermostats, and high efficiency HVAC condensing units.
 - Project irrigation shall utilize Smart irrigation technology.
 - The “green” 2010 Cal Green Building Code shall be implemented into building design.
 - Individual identification of gas, electricity, and water consumption shall be available to give resident awareness of consumption.

The following mitigation measures/conditions relate to hazardous building materials impacts:

90. All demolition activities shall comply with the SCAQMD’s Rule 1403, which requires that buildings undergoing demolition or renovation be surveyed for asbestos-containing materials (ACM) prior to any demolition or renovation activities.

The following mitigation measures/conditions relate to noise impacts:

91. Delivery or service hours for stores and businesses with loading areas, docks, or trash bins that gain access on driveways next to residential and other noise sensitive areas shall take place between the hours of 7:00 a.m. and 10:00 p.m. No use that is immediately adjacent to a residential use shall produce loading or unloading of materials, products, and or supplies at the site between the hours of 8:00 p.m. and 7:00 a.m. The City shall only approve exceptions if full compliance with the nighttime limits of the noise regulations is achieved.

92. Trucks associated with construction activities shall follow designated truck routes, where appropriate.
93. Noise sources associated with construction, repair, remodeling, or grading of any real property, shall not take place between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, 8:00 p.m. and 8:00 a.m. on Saturday, or at any time on Sunday or a federal holiday.
94. Heating ventilation and air conditioning (HVAC) units shall be installed in compliance with the provisions of Chapter 5-24 (Noise Control) of the City's Municipal Code.
95. Prior to the issuance of building permits, the Applicant shall submit a final acoustical report prepared to the Satisfaction of the Community Development Director indicating compliance with the state's interior noise standard of 45 dB CNEL for multiple-family residential land use. The Applicant shall increase the recommended STC ratings of windows/ doors, exterior wall and/or roof assemblies for the project as recommended by the final acoustic report and include any such requirements in project building plans.

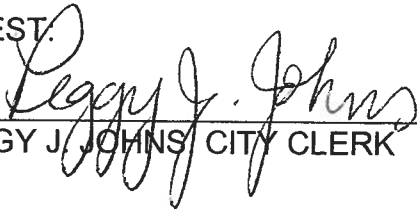
The following mitigation measures/conditions relate to utilities and service systems impacts:

96. The project shall comply with all federal, state, and local statutes and regulations related to solid waste. The project shall comply with the City's established reduction, reuse, and recycling programs.
97. The project shall be connected to the public sewer.

PASSED, APPROVED, AND ADOPTED this 13th day of November, 2012.


MELODY CARRUTH, CHAIR

ATTEST.


PEGGY J. JOHNS, CITY CLERK

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

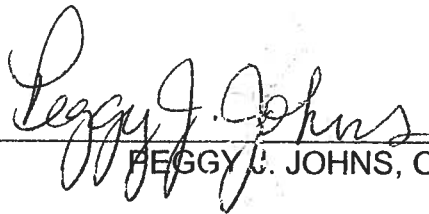
I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2012-11-13-1 adopted by the Planning Agency of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 13th day of November, 2012, by the
following vote:

AYES: Agency Members Bressette, Kogerman, Songstad, Vice
 Chair Lautenschleger, and Chair Carruth

NOES: None

ABSENT: None

ABSTAIN: None



PEGGY J. JOHNS, CITY CLERK