



## **CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY**

### **REGULAR MEETING AGENDA Tuesday, November 23, 2021 – 7:00 PM (Closed Session at 6:00 PM when scheduled)**

**Erica Pezold, Mayor**

**Don Sedgwick, Mayor Pro Tempore  
Janine Heft, Council Member**

**Don Caskey, Council Member  
Dave Wheeler, Council Member**

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

**Teleconference: Mayor Pro Tempore Sedgwick Teleconferencing Location, Pursuant to  
Government Code Section 54953(b):**

**14930 Springfield Road  
Germantown, MD 20874**

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.

**Submission of Electronic Public Comments:** While you may attend this meeting in person, those wishing to make electronic public comments may submit their comments by email to the City Clerk at [publiccomments@lagunahillsCA.gov](mailto:publiccomments@lagunahillsCA.gov), by 5:00 p.m. on November 23, 2021. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item you are commenting on. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council in advance to allow time for the Council Members to read them.

**Announcement of Electronic Public Comments:** During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all email comments received by 5:00 p.m. on November 23, 2021. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted. The email comments, including your name, will become part of the record of the City Council meeting and will be public information.

**GENERAL BUSINESS - CONVENING AT 7:00 PM****CALL TO ORDER**

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

**INVOCATION:** Pastor Doug Williams of Laguna Country United Methodist Church

**PLEDGE OF ALLEGIANCE:** Council Member Heft

**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 2021 Fall Student Liaison Grant Dettmann.

**1.2 Presentation by Laguna Hills 3/5 Marine Support Committee**

**Recommendation:** That the City Council receive an update from Chair Karen Robbins on the 3/5 Dark Horse Committee.

**1.3 Presentation by Mercy House on Homeless Outreach**

**Recommendation:** That the City Council receive an update from Timothy Huynh on Mercy House's homeless outreach efforts in the City of Laguna Hills.

**2. SCHEDULE OF FUTURE EVENTS****2.1 Schedule of Future Events**

**Recommendation:** That the Interim City Manager announce the upcoming City events for the month of December 2021.

**3. PUBLIC COMMENTS**

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



#### **4. CONSENT CALENDAR**

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

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

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

##### **4.2 Approval of Minutes for November 9, 2021, Special Meeting**

**Recommendation:** That the City Council approve the Minutes for the November 9, 2021, Special Meeting.

##### **4.3 Approval of Minutes for November 9, 2021, Regular Meeting**

**Recommendation:** That the City Council approve the Minutes for the November 9, 2021, Regular Meeting.

##### **4.4 Ratification of November 23, 2021, Warrant Register**

**Recommendation:** That the City Council ratify the accompanying Warrant Register for the period from October 29, 2021, to November 12, 2021, in the amount of \$2,066,791.43.

##### **4.5 City Council Review and Confirm the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus**

**Recommendation:** That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus.

##### **4.6 Second Reading & Adoption of Proposed Ordinance Amending and Restating Chapter 5-32 (Solid Waste) of the City of Laguna Hills Municipal Code to Implement State Organics Recycling Mandates**

**Recommendation:** That the City Council adopt an Ordinance entitled: “An Ordinance of the City Council of the City of Laguna Hills, California, amending and restating Chapter 5-32 (Solid Waste) of Title 5 (Health and Sanitation) of the City of Laguna Hills Municipal Code, implementing SB 1383 organic recycling regulations.”

**4.7 Progress Payment No. 2 for Citywide Pavement Rehabilitation, CIP No. 101-L & Ridge Route Drive Pavement Resurfacing, CIP No. 188**

**Recommendation:** That the City Council approve Progress Payment No. 2, in the net amount of \$1,050,472.33, to Petrochem Materials Innovation, LLC, for Citywide Pavement Rehabilitation, CIP No. 101-L & Ridge Route Drive Pavement Resurfacing, CIP No. 188.

**4.8 Authorization to Advertise for Bids - LH on the Hill, CIP No. 403**

**Recommendation:** That the City Council: 1) Find and determine that the LH on the Hill, CIP No. 403, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304 of Title 14, Chapter 3 of the California Code of Regulations (Class 4 - Minor Alterations to Land); 2) Approve the Plans and Specifications available at the office of the City Clerk and at the dais; and 3) Authorize the Advertisement for Bids of the of the LH on the Hill project, CIP No. 403.

**4.9 Award of Consulting Services Agreement with Bob Hall & Associates for Executive Recruitment Services and Corresponding FY 2021-2022 Budget Amendment**

**Recommendation:** That the City Council: 1) Approve the proposed Consulting Services Agreement with Bob Hall & Associates for Executive Recruitment Services; 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Fiscal Year 2021-2022 Budget by increasing the General Government Department Operating Budget for Executive Recruitment Consulting Services"; and 3) Authorize the Mayor to execute the Agreement.

**4.10 Amendment No. 1 to Office Lease for Suite 220 with Donald C. Lewellen, an Individual, for 24031 El Toro Road, Suite 220, Laguna Hills, California**

**Recommendation:** That the City Council approve Amendment No. 1 to Office Lease with Donald C. Lewellen, an individual, for 24031 El Toro Road, Suite 220, Laguna Hills, California, and authorize the Interim City Manager to execute the Amendment.

**4.11 Resolution Establishing Two New Employment Classifications Along with Salary Range and Benefits for Position Within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association**

**Recommendation:** That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing Two New Employment Classifications along with salary range and benefits within the Bargaining Unit covered by the Memorandum of Understanding with the Laguna Hills City Employee Association."

**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. APPROVAL OF MINUTES****5.3.1 Approval of Minutes for November 9, 2021, Regular Meeting**

**Recommendation:** That the Planning Agency approve the Minutes for the November 9, 2021, Regular Meeting.

**5.4. ADMINISTRATIVE REPORTS****5.5. PLANNING AGENCY PUBLIC HEARINGS**

**5.5.1 Conditional Use Permit (CUP) No. 0077-2021, a Request by Hyun Kyun Han to Establish a Pet Grooming Facility in an Existing 1,089 Square-Foot Tenant Space Located at 26548 Moulton Parkway, Suite 48-F**

**Recommendation:** That the Planning Agency: 1) Conduct a public hearing; 2) Find and determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities); and 3) Adopt a Resolution entitled: “A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 0077-2021, a request by Hyun Kyun Han to establish a pet grooming facility in an existing 1,089 square-foot tenant space located at 26548 Moulton Parkway, Suite 48-F., including an exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities).”

**PLANNING AGENCY ADJOURNMENT**

**6. CITY COUNCIL PUBLIC HEARINGS**

**7. ADMINISTRATIVE REPORTS**

**7.1. City Manager**

**7.1.1 County of Orange Redistricting Plan 2021**

**Recommendation:** That the City Council adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California, requesting continuous Orange County Supervisorial District Representation for the City of Laguna Hills with all cities in the current Supervisorial 5th District.”

**7.2. Deputy City Manager/City Clerk**

**7.2.1 Direction Regarding Two Unscheduled Vacancies for Parks and Recreation Commission**

**Recommendation:** That the City Council direct Staff to proceed with the application and appointment process to fill two unscheduled vacancies on the Parks & Recreation Commission, per Government Code Section 54974, and Laguna Hills Municipal Code Section 2-28.080.

**7.2.2 Celebration of City's 30th Anniversary Ad Hoc Committee Status Update**

**Recommendation:** That the City Council receive an Ad Hoc Committee update from Mayor Pezold and Council Member Heft.

**7.3. Chief of Police Services**

**7.3.1 Laguna Hills Polices Services Public Safety Update**

**Recommendation:** That the City Council receive and file the Laguna Hills Police Services Public Safety Update for October 2021.

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

**8.1. Mayor Pezold**

**8.1.1 Discussion of Funding, or Equivalent Services, in Support of the Laguna Hills Chamber of Commerce**

**Recommendation:** Mayor Pezold recommends that the City Council discuss options to support the Laguna Hills Chamber of Commerce.

**9. CITY COUNCIL MEMBER COMMITTEE REPORTS**

**10. CITY COUNCIL MEMBER COMMENTS**

**ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be December 14, 2021, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

## CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by November 19, 2021, at 5:00 pm.



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City Clerk

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November 18, 2021

Date

I, Don Sedgwick, Mayor Pro Tempore of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at 14930 Springfield Road, Germantown, MD 20874 (map attached), by November 19, 2021, at 8:00 p.m. Eastern Standard Time



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Don Sedgwick, Mayor Pro Tempore

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November 18, 2021

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



# CITY OF LAGUNA HILLS

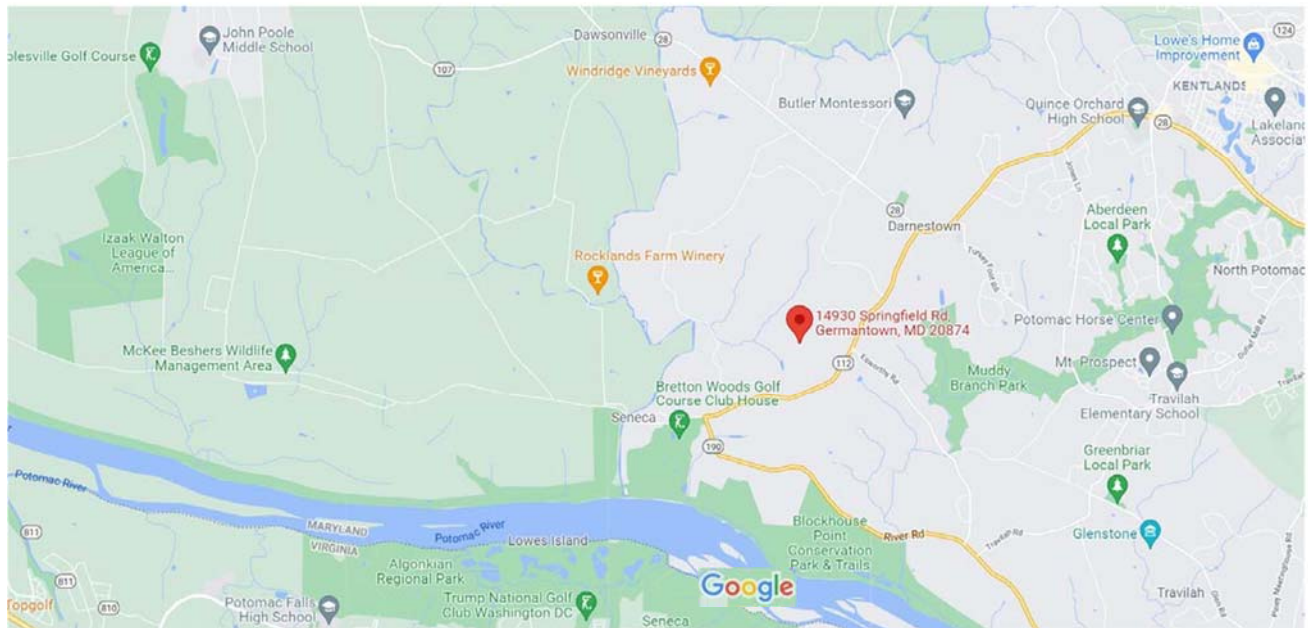
## CITY COUNCIL/PLANNING AGENCY

### REGULAR MEETING AGENDA

Tuesday, November 23, 2021 – 7:00 PM

Teleconferencing Location Map  
Pursuant to Government Code Section 54953(b):

14930 Springfield Road  
Germantown, MD 20874





# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021  
**TO:** Mayor and Council Members  
**FROM:** David Reynolds  
Deputy City Manager/Community Services Director  
**ISSUE:** Presentation by Mercy House on Homeless Outreach

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**RECOMMENDATION:** That the City Council receive an update from Timothy Huynh on Mercy House's homeless outreach efforts in the City of Laguna Hills.

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#### **SUMMARY:**

The City of Laguna Hills contracts with Mercy House Living Center to provide the City with homelessness outreach services. Timothy Huynh, Chief Program Officer, of Mercy House Living Center will be present an oral report to the City Council with an update on homelessness outreach work efforts in the City. Mercy House's latest monthly status reports are attached for reference.

Two new outreach coordinators are assigned to the City of Laguna Hills and are featured in the attached monthly status reports.

#### **ATTACHMENTS:**

- August 2021 -Laguna Hills Street Outreach Monthly Report
- September 2021 -Laguna Hills Street Outreach Monthly Report



# **SOUTH COUNTY STREET OUTREACH PROGRAM**

## **MONTHLY REPORT AUGUST 2021**

**MERCY  HOUSE**

Report Contact:

Timothy Huynh, Chief Program Officer

EM: [timothyh@mercyhouse.net](mailto:timothyh@mercyhouse.net)

PH: (714) 836-7188 x132

July 1, 2021-August 31, 2021

# PROGRAM HIGHLIGHTS

Regional approach to street outreach in South Orange County funded by HHAP and City partners. Our outreach services include engagement, completing housing assessments to enter CES, connecting individuals to the system of care including physical and mental health services, drug and alcohol rehabilitation, housing and other social services such as General Relief, CALFresh, Medi-Cal, and addressing other conditions that may exist.

## 5

People have exited the streets to permanent housing

## 13

People have exited the streets to temporary housing, emergency shelter or institutional care

## 179

CLIENTS SERVED TO DATE

## 25

NEW CLIENTS SERVED DURING THE MONTH

## 144

CLIENTS ACTIVE IN THE PROGRAM

## 901

HOURS OF ENGAGEMENT PROVIDED DURING THE MONTH

## 252

SERVICES PROVIDED TO DATE

## 64

RESOURCES, REFERRALS, AND LINKAGES PROVIDED TO DATE

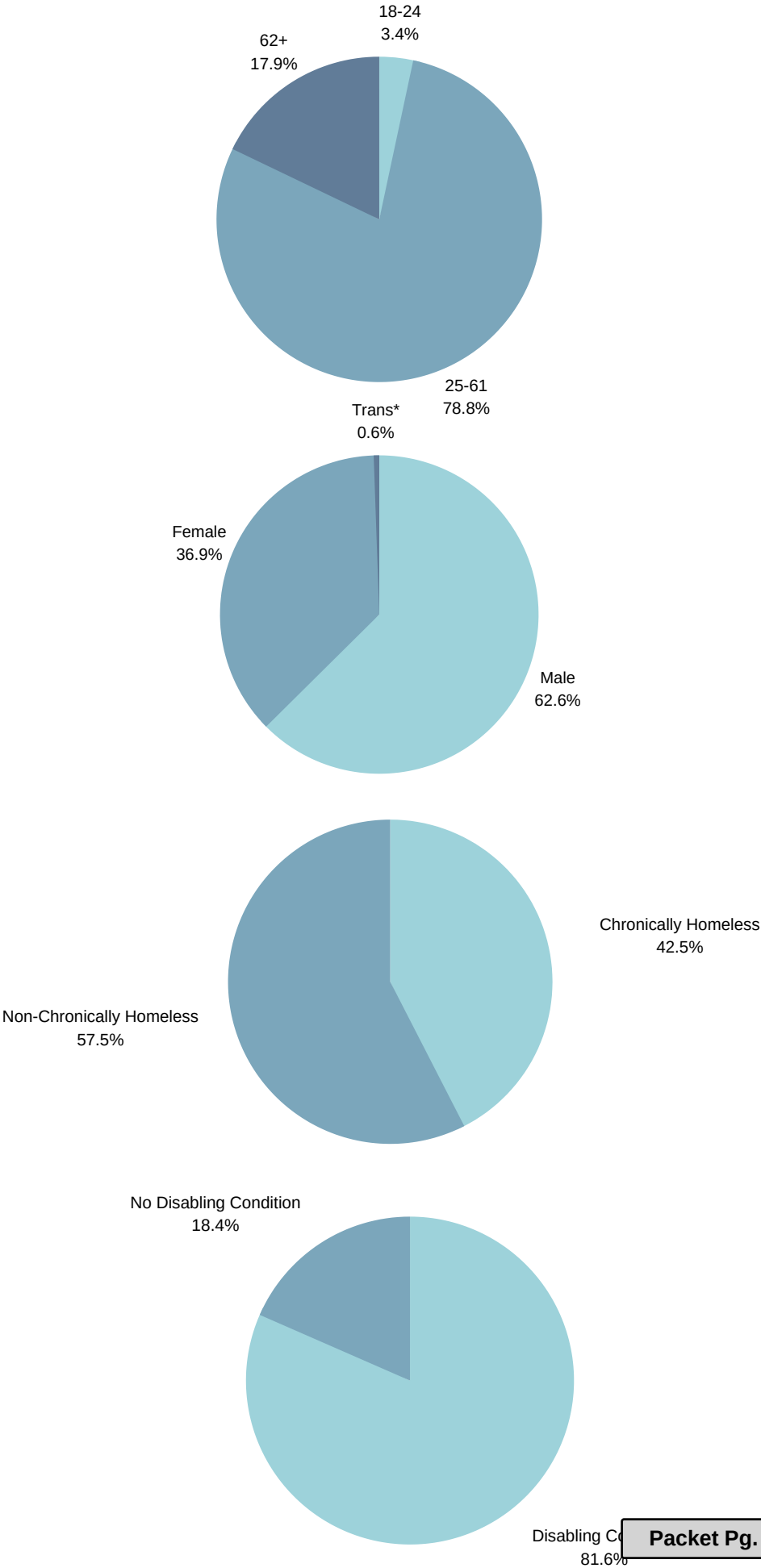
**Outreach Programs are the first stepping stones for clients living on the streets to engage in help to end their homelessness.**



**MERCY HOUSE**

July 1, 2021-August 31, 2021

DEMOGRAPHICS



# MERCY HOUSE

July 1, 2021-August 31, 2021

## CITY OF LAGUNA HILLS

## STREET OUTREACH PROGRAM

# 0

People have exited the streets to permanent housing

# 3

People have exited the streets to temporary housing, emergency shelter or insitituional care

# 12

CLIENTS SERVED TO DATE

# 2

NEW CLIENTS SERVED DURING THE MONTH

# 9

CLIENTS ACTIVE IN THE PROGRAM

# 71

HOURS OF ENGAGEMENT PROVIDED DURING THE MONTH

# 19

SERVICES PROVIDED TO DATE

# 1

RESOURCES, REFERRALS, AND LINKAGES PROVIDED TO DATE

During the month of August, Mercy House said goodbye to two wonderful young women who worked for over a year to end the homelessness of clients in Laguna Hills. Akani and Claudia became a great team, being hired and trained at almost the exact same time. Together, they developed a rapport with those who were open to help and even those who were not. They developed a strong network of resources that aided so many in their goal of moving ahead in life. Both of them have left to pursue higher education and other career opportunities.

Mercy House's newest case manager to the area is Troy Shenker. His background includes working with those who struggle with substance abuse and he will begin a master's degree in social work counseling this fall.

Mercy House will be adding a second outreach coordinator to the team in early September.





# **SOUTH COUNTY STREET OUTREACH PROGRAM**

## **MONTHLY REPORT SEPTEMBER 2021**

**MERCY  HOUSE**

Report Contact:

Timothy Huynh, Chief Program Officer

EM: [timothyh@mercyhouse.net](mailto:timothyh@mercyhouse.net)

PH: (714) 836-7188 x132

July 1, 2021-September 30, 2021

# PROGRAM HIGHLIGHTS

Regional approach to street outreach in South Orange County funded by HHAP and City partners. Our outreach services include engagement, completing housing assessments to enter CES, connecting individuals to the system of care including physical and mental health services, drug and alcohol rehabilitation, housing and other social services such as General Relief, CALFresh, Medi-Cal, and addressing other conditions that may exist.

## 5

People have exited the streets to permanent housing

## 15

People have exited the streets to temporary housing, emergency shelter or institutional care

## 193

CLIENTS SERVED TO DATE

## 12

NEW CLIENTS SERVED DURING THE MONTH

## 153

CLIENTS ACTIVE IN THE PROGRAM

## 845

HOURS OF ENGAGEMENT PROVIDED DURING THE MONTH

## 279

SERVICES PROVIDED TO DATE

## 69

RESOURCES, REFERRALS, AND LINKAGES PROVIDED TO DATE

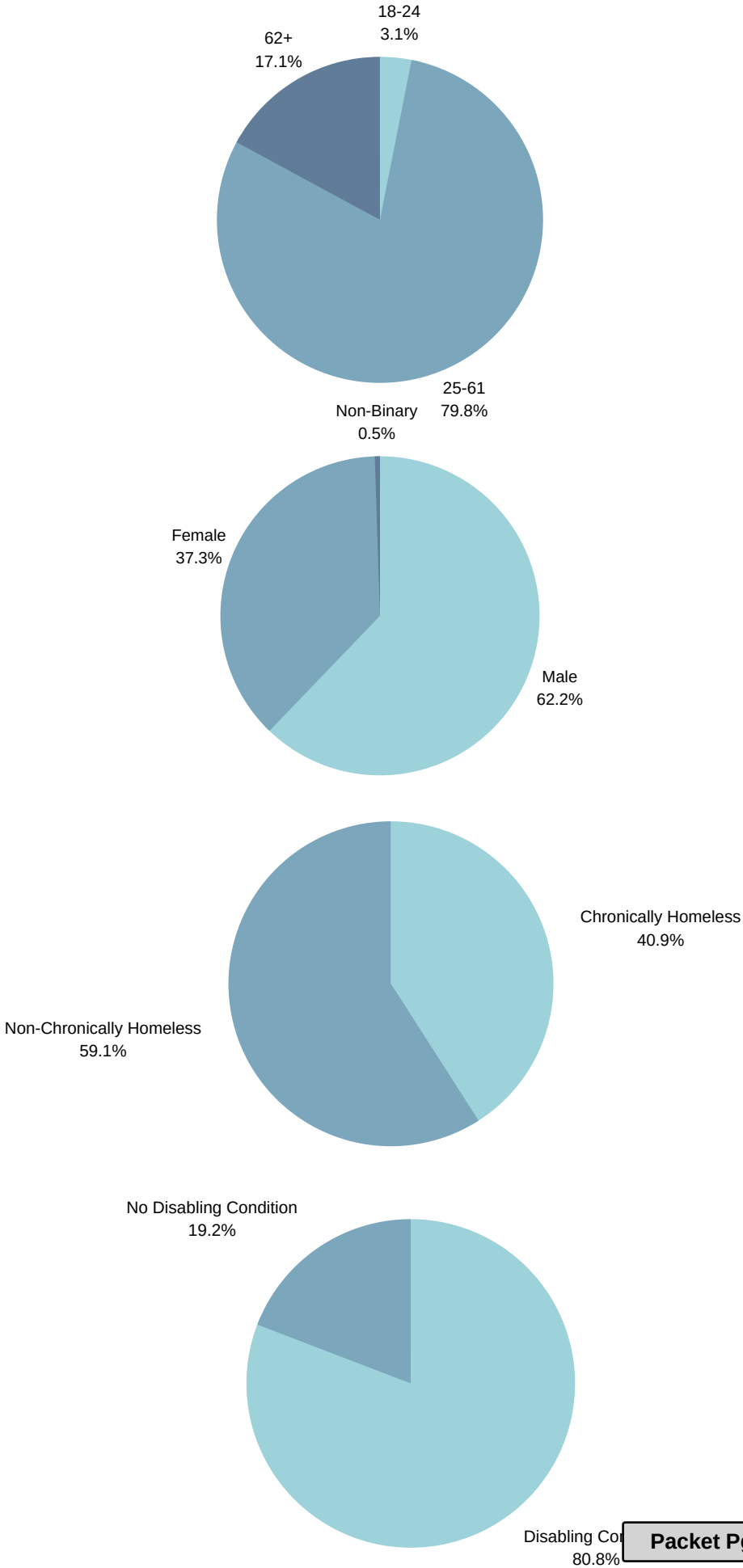
**Outreach Programs are the first stepping stones for clients living on the streets to engage in help to end their homelessness.**



**MERCY HOUSE**

July 1, 2021-September 30, 2021

# DEMOGRAPHICS



# MERCY HOUSE

July 1, 2021-September 30, 2021

## CITY OF LAGUNA HILLS

### STREET OUTREACH PROGRAM

# 0

People have exited the streets to permanent housing

# 3

People have exited the streets to temporary housing, emergency shelter or insituational care

# 12

CLIENTS SERVED TO DATE

# 0

NEW CLIENTS SERVED DURING THE MONTH

# 9

CLIENTS ACTIVE IN THE PROGRAM

# 35

HOURS OF ENGAGEMENT PROVIDED DURING THE MONTH

# 19

SERVICES PROVIDED TO DATE

# 1

RESOURCES, REFERRALS, AND LINKAGES PROVIDED TO DATE

During the month of September, Mercy House welcomed their new Street Outreach Coordinator, Mary Rueda, which is the second of the new coordinators working in the City of Laguna Hills.

Mary is currently in training, but has demonstrated the drive to provide services to the homeless population residing in the City. Mary is a wonderful addition to the team with knowledge and past experience working with those experiencing mental health issues. Mary is currently enrolled in a master's program in psychology. Along with her experience and education, Mary has demonstrated to be empathetic, yet strong-willed when it comes to working alongside the homeless population.

Mercy House is excited to have the team fully staffed and look forward to the work that Mary and Troy will accomplish in the upcoming months.







# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

**DATE:** November 23, 2021

**TO:** Mayor and Council Members

**FROM:** Kenneth H. Rosenfield P.E.  
Interim City Manager/Director of Public Services

**ISSUE:** Schedule of Future Events

**RECOMMENDATION:** That the Interim City Manager announce the upcoming City events for the month of December 2021.

#### **SUMMARY:**

The following is a list of upcoming events for the City of Laguna Hills in the month of December 2021:

#### **Parks & Recreation Commission Meeting**

Wednesday, December 1, 2021, 7:00 p.m., at the Laguna Hills Civic Center Council Chamber

#### **Breakfast with Santa**

Saturday, December 4, 2021, 9:00 a.m. – 11:00 a.m., at the Laguna Hills Community Center

#### **Brass Choir Holiday Music**

Wednesday, December 8, 2021, 6:30 p.m. – 8:00 p.m., at the Laguna Hills Community Center

#### **Santa Claus and String Quartet Holiday Music**

Friday, December 10, 2021, 6:00 p.m. – 8:00 p.m., at the Laguna Hills Community Center

#### **Regular City Council Meeting**

Tuesday, December 14, 2021, 7:00 p.m., at the Laguna Hills Civic Center Council Chamber including **City Council Reorganization, the continued Public Hearing for The Village at Laguna Hills Project, and other City business**

## Schedule of Future Events

November 23, 2021

Page 2

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### **Violin Duo Holiday Music**

Wednesday, December 15, 2021, 6:30 p.m. – 8:00 p.m., at the Laguna Hills Community Center

### **Laguna Hills High School Choir & Drama Department Performances**

Friday, December 17, 2021, 6:30 p.m. – 8:00 p.m., at the Laguna Hills Community Center



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021  
**TO:** Mayor and Council Members  
**FROM:** Melissa Au-Yeung  
Deputy City Manager  
**ISSUE:** Approval of Minutes for November 9, 2021, Special Meeting

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**RECOMMENDATION:** That the City Council approve the Minutes for the November 9, 2021, Special Meeting.

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**ATTACHMENTS:**

- 211109 CC Special Minutes

**CITY OF LAGUNA HILLS  
CITY COUNCIL**

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**SPECIAL MEETING  
MINUTES  
Tuesday, November 9, 2021**

**CALL TO ORDER**

The meeting was called to order at 5:01 p.m. by Mayor Pro Tempore Sedgwick.

**ROLL CALL OF CITY COUNCIL MEMBERS**

| Attendee Name | Title             | Status  | Arrived |
|---------------|-------------------|---------|---------|
| Erica Pezold  | Mayor             | Absent  |         |
| Don Sedgwick  | Mayor Pro Tempore | Present |         |
| Don Caskey    | Council Member    | Present |         |
| Janine Heft   | Council Member    | Present |         |
| Dave Wheeler  | Council Member    | Present |         |

**ANNOUNCEMENT OF CLOSED SESSION ITEM(S)**

**A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

**PUBLIC COMMENTS**

There were no public comments on the closed session item.

**ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR COUNCIL CHAMBER**

**CONVENE INTO CLOSED SESSION**

The City Council convened into closed session to consider the matter(s) listed above.

**RECONVENE TO CITY COUNCIL CHAMBER**

The City Council reconvened the City Council Meeting at 7:04 p.m. All Council Members were present with the exception of Mayor Pezold.

**CLOSED SESSION REPORT****A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

City Attorney Simonian stated that the City Council convened into closed session this evening pursuant to the authorities listed on the Agenda with no reportable action taken.

**ADJOURNMENT**

There being no further business before the City Council at this session, Mayor Pro Tempore Sedgwick declared the meeting adjourned at 7:05 p.m.

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Melissa Au-Yeung, City Clerk

ATTEST:

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Don Sedgwick, Mayor Pro Tempore

Approved at meeting of November 23, 2021



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021  
**TO:** Mayor and Council Members  
**FROM:** Melissa Au-Yeung  
Deputy City Manager  
**ISSUE:** Approval of Minutes for November 9, 2021, Regular Meeting

---

**RECOMMENDATION:** That the City Council approve the Minutes for the November 9, 2021, Regular Meeting.

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**ATTACHMENTS:**

- 211109 CC Minutes



**CITY OF LAGUNA HILLS  
CITY COUNCIL/PLANNING AGENCY**

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**REGULAR MEETING  
MINUTES  
Tuesday, November 9, 2021**

**GENERAL BUSINESS - CONVENING AT 7:00 PM**

**CALL TO ORDER**

The meeting was called to order at 7:05 p.m. by Mayor Pro Tempore Sedgwick.

**INVOCATION:** Pastor Greg Munck of Crossline Community Church

**PLEDGE OF ALLEGIANCE:** Council Member Caskey

**ROLL CALL OF CITY COUNCIL MEMBERS**

| Attendee Name | Title             | Status  | Arrived |
|---------------|-------------------|---------|---------|
| Erica Pezold  | Mayor             | Absent  |         |
| Don Sedgwick  | Mayor Pro Tempore | Present |         |
| Don Caskey    | Council Member    | Present |         |
| Janine Heft   | Council Member    | Present |         |
| Dave Wheeler  | Council Member    | Present |         |

**1. PRESENTATIONS AND PROCLAMATIONS**

**1.1 Laguna Hills High School Student Liaison**

**Recommendation:** Laguna Hills High School Student Liaison Rena Cohen was not available at the meeting to provide a report.

**2. SCHEDULE OF FUTURE EVENTS**

**2.1 Schedule of Future Events**

**Recommendation:** Interim City Manager Rosenfield announced the upcoming City events for the months of November and December 2021.

**3. PUBLIC COMMENTS**

There were no public comments on non-agendized items.

#### 4. CONSENT CALENDAR

Motion to approve the Consent Calendar with Council Member Heft removing Item No. 4.7.

|                  |                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                            |
| <b>MOVER:</b>    | Janine Heft, Council Member                                                                                            |
| <b>SECONDER:</b> | Dave Wheeler, Council Member                                                                                           |
| <b>AYES:</b>     | Don Sedgwick, Mayor Pro Tempore; Don Caskey, Council Member; Janine Heft, Council Member; Dave Wheeler, Council Member |
| <b>ABSENT:</b>   | Erica Pezold, Mayor                                                                                                    |

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

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

##### 4.2 Approval of Minutes for October 26, 2021, Regular Meeting

**Recommendation:** That the City Council approve the Minutes for the October 26, 2021, Regular Meeting.

##### 4.3 Ratification of November 9, 2021, Warrant Register

**Recommendation:** That the City Council ratify the accompanying Warrant Register for the period from October 15, 2021, to October 28, 2021, in the amount of \$388,263.58.

##### 4.4 City Council Review and Confirm the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

**Recommendation:** That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus.

##### 4.5 Civic Center First Quarter Financial Report for Fiscal Year 2021-2022

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

**4.6 Golden Lantern - Moulton Parkway Regional Traffic Signal Synchronization Project**

**Recommendation:** That the City Council adopt Resolution No. 2021-11-09-1: "A Resolution of the City Council of the City of Laguna Hills, California, approving the submittal of the Golden Lantern - Moulton Parkway Traffic Signal Improvement Project to the Orange County Transportation Authority for funding under the Measure M2 Regional Traffic Signal Synchronization Program."

**4.8 Summary Vacation of an Easement Parallel to Alicia Parkway for Right of Way and Slope Purposes**

**Recommendation:** That the City Council adopt Resolution No. 2021-11-09-3: "A Resolution of the City Council of the City of Laguna Hills, California, approving and ordering the summary vacation of a portion of a 20' wide easement, parallel to Alicia Parkway, a right of way & slope purposes easement of approximately 2,638 sq. ft. within Parcel 1, Parcel Map No. 2018-182, located easterly of Alicia Parkway south of Paseo de Alicia."

**ITEMS REMOVED FROM THE CONSENT CALENDAR****4.7 Bake-Rockfield Regional Traffic Signal Synchronization Project**

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

**Recommendation:** That the City Council adopt Resolution No. 2021-11-09-2: "A Resolution of the City Council of the City of Laguna Hills, California, approving the submittal of the Bake Parkway and Rockfield Boulevard Traffic Signal Improvement Project to the Orange County Transportation Authority for funding under the Measure M2 Regional Traffic Signal Synchronization Program."

|                  |                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                            |
| <b>MOVER:</b>    | Janine Heft, Council Member                                                                                            |
| <b>SECONDER:</b> | Dave Wheeler, Council Member                                                                                           |
| <b>AYES:</b>     | Don Sedgwick, Mayor Pro Tempore; Don Caskey, Council Member; Janine Heft, Council Member; Dave Wheeler, Council Member |
| <b>ABSENT:</b>   | Erica Pezold, Mayor                                                                                                    |

**5. PLANNING AGENCY**

Mayor Pro Tempore Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:15 p.m.

**5.1. ROLL CALL OF PLANNING AGENCY MEMBERS**

| Attendee Name | Title         | Status  | Arrived |
|---------------|---------------|---------|---------|
| Erica Pezold  | Chair         | Absent  |         |
| Don Sedgwick  | Vice Chair    | Present |         |
| Don Caskey    | Agency Member | Present |         |
| Janine Heft   | Agency Member | Present |         |
| Dave Wheeler  | Agency Member | Present |         |

**5.2. PUBLIC COMMENTS**

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

**5.3. APPROVAL OF MINUTES****5.3.1 Approval of Minutes for October 26, 2021, Regular Meeting**

**Recommendation:** That the Planning Agency approve the Minutes for the October 26, 2021, Regular Meeting.

|                  |                                                                                                              |
|------------------|--------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                  |
| <b>MOVER:</b>    | Janine Heft, Agency Member                                                                                   |
| <b>SECONDER:</b> | Dave Wheeler, Agency Member                                                                                  |
| <b>AYES:</b>     | Don Sedgwick, Vice Chair; Don Caskey, Agency Member; Janine Heft, Agency Member; Dave Wheeler, Agency Member |
| <b>ABSENT:</b>   | Erica Pezold, Chair                                                                                          |

**5.4. ADMINISTRATIVE REPORTS**

There were no Planning Agency administrative reports.

**5.5. PLANNING AGENCY PUBLIC HEARINGS**

There were no Planning Agency public hearings.

**PLANNING AGENCY ADJOURNMENT**

Vice Chair Sedgwick adjourned the Planning Agency Meeting at 7:16 p.m. All Council Members were present in chamber with the exception of Mayor Pezold.

## 6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

## 7. ADMINISTRATIVE REPORTS

### 7.1. City Manager

#### 7.1.1 2021 County of Orange Supervisorial Redistricting Plans

Interim City Manager/Director of Public Services Rosenfield reviewed the information provided in the staff report and responded to Council Member requests for additional information.

**Recommendation:** That the City Council review the currently proposed County Supervisorial District redistricting plans, based upon the 2020 Census, and provide direction to Staff in response to these plans.

A motion to direct Staff to draft a letter for the City Council's signature to the Orange County Board of Supervisors indicating the City Council's preference of proposed County Supervisorial District Redistricting Map 2A was made by Council Member Heft, seconded by Mayor Pro Tempore Sedgwick.

|                  |                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                            |
| <b>MOVER:</b>    | Janine Heft, Council Member                                                                                            |
| <b>SECONDER:</b> | Don Sedgwick, Mayor Pro Tempore                                                                                        |
| <b>AYES:</b>     | Don Sedgwick, Mayor Pro Tempore; Don Caskey, Council Member; Janine Heft, Council Member; Dave Wheeler, Council Member |
| <b>ABSENT:</b>   | Erica Pezold, Mayor                                                                                                    |

A motion to direct Staff to draft a Resolution indicating the City Council's preference of proposed County Supervisorial District Redistricting Map 2A was made by Council Member Wheeler, seconded by Mayor Pro Tempore Sedgwick.

|                  |                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                            |
| <b>MOVER:</b>    | Janine Wheeler, Council Member                                                                                         |
| <b>SECONDER:</b> | Don Sedgwick, Mayor Pro Tempore                                                                                        |
| <b>AYES:</b>     | Don Sedgwick, Mayor Pro Tempore; Don Caskey, Council Member; Janine Heft, Council Member; Dave Wheeler, Council Member |
| <b>ABSENT:</b>   | Erica Pezold, Mayor                                                                                                    |

**7.2. Deputy City Manager/City Clerk****7.2.1 City Council Interviews of Selected Firms for City Manager Recruitment Services**

Fred Wilson, Senior Consultant, Ralph Andersen & Associates, provided an oral presentation and responded to Council Member requests for additional information.

Bob Hall, Founder, Bob Hall & Associates, provided an oral presentation and responded to Council Member requests for additional information.

**Recommendation:** That the City Council: 1) Conduct interviews of the selected candidate firms for City Manager Recruitment Services; 2) Select the best qualified firm for this engagement; and 3) Direct Staff to return to the City Council with a proposed consulting services agreement.

A motion to select Bob Hall & Associates to perform City Manager Recruitment Services and to direct the City Attorney's office to prepare a consulting services agreement with Bob Hall & Associates to be brought before the City Council at the next regular meeting for review and approval was made by Council Member Heft, seconded by Council Member Caskey.

|                  |                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                            |
| <b>MOVER:</b>    | Janine Heft, Council Member                                                                                            |
| <b>SECONDER:</b> | Don Caskey, Council Member                                                                                             |
| <b>AYES:</b>     | Don Sedgwick, Mayor Pro Tempore; Don Caskey, Council Member; Janine Heft, Council Member; Dave Wheeler, Council Member |
| <b>ABSENT:</b>   | Erica Pezold, Mayor                                                                                                    |

**7.2.2 Consideration of a Permanent Display of National Motto in the City Council Chamber**

Deputy City Manager/City Clerk Au-Yeung reviewed the information provided in the staff report, provided a PowerPoint presentation and responded to Council Member requests for additional information.

**Recommendation:** That the City Council identify an appropriate location and provide direction on placement of a permanent display of the National Motto within the Council Chambers.

A motion to direct Staff to proceed with installation of a permanent display of the National Motto on the soffit ledge above the dais was made by Council Member Wheeler, seconded by Council Member Heft.

|                  |                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                            |
| <b>MOVER:</b>    | Dave Wheeler, Council Member                                                                                           |
| <b>SECONDER:</b> | Janine Heft, Council Member                                                                                            |
| <b>AYES:</b>     | Don Sedgwick, Mayor Pro Tempore; Don Caskey, Council Member; Janine Heft, Council Member; Dave Wheeler, Council Member |
| <b>ABSENT:</b>   | Erica Pezold, Mayor                                                                                                    |

### 7.3. Deputy City Manager/Community Services Director

#### 7.3.1 Ordinance Amending and Restating Chapter 5-32 (Solid Waste) of the City of Laguna Hills Municipal Code to Implement State Organics Recycling Mandates and Resolution Amending and Restating Administrative Citation Program Fines and Penalties Schedule

Deputy City Manager/Community Services Director Reynolds reviewed the information provided in the staff report, provided a PowerPoint presentation and responded to Council Member requests for additional information.

William O'Toole, President, EcoNomics, Inc., responded to Council Member requests for additional information.

**Recommendation:** That the City Council:

- 1) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, amending and restating Chapter 5-32 (Solid Waste) of Title 5 (Health and Sanitation) of the City of Laguna Hills Municipal Code, implementing SB 1383 organic recycling regulations."; and
- 2) Adopt Resolution No. 2021-11-09-4: "A Resolution of the City Council of the City of Laguna Hills, California, amending and restating the Administrative Citation Program Fines and Penalties Schedule."



|                  |                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                            |
| <b>MOVER:</b>    | Don Caskey, Council Member                                                                                             |
| <b>SECONDER:</b> | Janine Heft, Council Member                                                                                            |
| <b>AYES:</b>     | Don Sedgwick, Mayor Pro Tempore; Don Caskey, Council Member; Janine Heft, Council Member; Dave Wheeler, Council Member |
| <b>ABSENT:</b>   | Erica Pezold, Mayor                                                                                                    |

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

### 8.1. Mayor Pezold

#### 8.1.1 Discussion of Funding, or Equivalent Services, in Support of the Laguna Hills Chamber of Commerce

**Recommendation:** Mayor Pezold recommends that the City Council discuss options to support the Laguna Hills Chamber of Commerce.

A motion to table the item due to Mayor Pezold absence was made by Council Member Wheeler, seconded by Mayor Pro Tempore Sedgwick.

|                  |                                                                                           |
|------------------|-------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>TABLED [3 TO 0]</b>                                                                    |
| <b>MOVER:</b>    | Dave Wheeler, Council Member                                                              |
| <b>SECONDER:</b> | Don Sedgwick, Mayor Pro Tempore                                                           |
| <b>AYES:</b>     | Don Sedgwick, Mayor Pro Tempore; Don Caskey, Council Member; Dave Wheeler, Council Member |
| <b>ABSTAIN:</b>  | Janine Heft, Council Member                                                               |
| <b>ABSENT:</b>   | Erica Pezold, Mayor                                                                       |

## 9. CITY COUNCIL MEMBER COMMITTEE REPORTS

There were no City Council Member committee reports.

## 10. CITY COUNCIL MEMBER COMMENTS

There were no City Council comments.

## ADJOURNMENT

There being no further business before the City Council at this session, Mayor Pro Tempore Sedgwick declared the meeting adjourned at 9:49 p.m.

\_\_\_\_\_  
Melissa Au-Yeung, City Clerk

ATTEST:

\_\_\_\_\_  
Don Sedgwick, Mayor Pro Tempore

Approved at meeting of November 23, 2021



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021  
**TO:** Mayor and Council Members  
**FROM:** Janice Reyes  
Finance Director  
**ISSUE:** Ratification of November 23, 2021, Warrant Register

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**RECOMMENDATION:** That the City Council ratify the accompanying Warrant Register for the period from October 29, 2021, to November 12, 2021, in the amount of \$2,066,791.43.

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#### **SUMMARY:**

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from October 29, 2021, to November 12, 2021, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

#### **ATTACHMENTS:**

- Warrant Register - November 23, 2021
- Payables Detail Report - November 23, 2021



City of Laguna Hills, CA

# Warrant Register - November 23, 2021

By Check Number

Date Range: 10/29/2021 - 11/12/2021

| Check Number                 | Vendor Number | Vendor Name                                         | Payment Date | Payment Amount |
|------------------------------|---------------|-----------------------------------------------------|--------------|----------------|
| <b>Payment Type: Regular</b> |               |                                                     |              |                |
| 8819954                      | A-0138        | ALL CITY MANAGEMENT, INC.                           | 11/04/2021   | 6,141.24       |
| 8819955                      | C-0333        | CALIF PARK & REC SOCIETY, INC.                      | 11/04/2021   | 145.00         |
| 8819956                      | C-1144        | CHARLES ABBOTT ASSOCIATES, INC                      | 11/04/2021   | 69,987.73      |
| 8819957                      | C-1139        | COMPLETE OFFICE OF CALIFORNIA                       | 11/04/2021   | 428.51         |
| 8819958                      | C-0023        | COX COMMUNICATION                                   | 11/04/2021   | 626.53         |
| 8819959                      | C-1122        | CROSSTOWN ELECTRICAL & DATA, INC.                   | 11/04/2021   | 18,646.90      |
| 8819960                      | D-0494        | DAVE BANG ASSOCIATES, INC.                          | 11/04/2021   | 837.95         |
| 8819961                      | D-0541        | DIAMOND ENVIRONMENTAL SERVICES                      | 11/04/2021   | 71.01          |
| 8819962                      | D-0561        | DOCU-TRUST                                          | 11/04/2021   | 100.00         |
| 8819963                      | F-0709        | FIVE STAR TROPHIES                                  | 11/04/2021   | 140.08         |
| 8819964                      | H-0960        | HR GREEN PACIFIC, INC.                              | 11/04/2021   | 13,724.00      |
| 8819965                      | J-1088        | J THAYER COMPANY, INC                               | 11/04/2021   | 269.27         |
| 8819966                      | J-1057        | JAMEY CLARK, INC.                                   | 11/04/2021   | 810.20         |
| 8819967                      | M-1388        | MOBILE MINI, INC.                                   | 11/04/2021   | 225.71         |
| 8819968                      | N-1474        | NIEVES LANDSCAPE, INC.                              | 11/04/2021   | 253.79         |
| 8819969                      | P-1841        | PETROCHEM MATERIALS INNOVATION LLC                  | 11/04/2021   | 1,050,472.33   |
| 8819970                      | P-1834        | PLACEWORKS, INC.                                    | 11/04/2021   | 27,281.54      |
| 8819971                      | Q-1716        | QUADIENT LEASING USA, INC.                          | 11/04/2021   | 530.22         |
| 8819972                      | Z-CD-0158     | RIGHT OF WAY, INC.                                  | 11/04/2021   | 2,699.25       |
| 8819973                      | R-1977        | RJ ELECTRIC                                         | 11/04/2021   | 3,075.00       |
| 8819974                      | R-1841        | ROSENFELD, KEN                                      | 11/04/2021   | 1,287.67       |
| 8819975                      | S-1949        | SMART & FINAL                                       | 11/04/2021   | 198.35         |
| 8819976                      | S-2209        | STUDIO TWO BLACK DIAMOND                            | 11/04/2021   | 472.97         |
| 8819977                      | W-2302        | THOMSON REUTERS - WEST                              | 11/04/2021   | 279.94         |
| 8819978                      | T-2698        | TPX COMMUNICATIONS                                  | 11/04/2021   | 675.77         |
| 8819979                      | U-2165        | UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA    | 11/04/2021   | 169.44         |
| 8819980                      | V-2251        | VIZUAL SYMPHONY, INC.                               | 11/04/2021   | 273.59         |
| 8819981                      | W-2337        | WEST COAST ARBORISTS, INC.                          | 11/04/2021   | 400.00         |
| 8819982                      | W-2448        | WEST GATE CONTRACTOR                                | 11/04/2021   | 6,000.00       |
| 8819983                      | W-2450        | WEX BANK                                            | 11/04/2021   | 587.95         |
| 8819984                      | A-0317        | ABRAHAM, MICHAEL                                    | 11/12/2021   | 3,300.00       |
| 8819985                      | B-0276        | BANK OF AMERICA VISA CARD                           | 11/12/2021   | 1,503.02       |
| 8819986                      | B-0437        | BRINKS, INCORPORATED                                | 11/12/2021   | 186.00         |
| 8819987                      | B-0440        | BUCKNAM INFRASTRUCTURE GROUP, INC.                  | 11/12/2021   | 2,113.00       |
| 8819988                      | C-1102        | CALIFORNIA BUILDING STANDARDS COMMISSION            | 11/12/2021   | 297.00         |
| 8819989                      | C-1133        | CALIFORNIA YELLOW CAB                               | 11/12/2021   | 264.00         |
| 8819990                      | C-1191        | COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE     | 11/12/2021   | 4,162.93       |
| 8819991                      | C-0023        | COX COMMUNICATION                                   | 11/12/2021   | 214.25         |
| 8819992                      | D-0453        | DEPARTMENT OF CONSERVATION                          | 11/12/2021   | 144.63         |
| 8819993                      | D-0423        | DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA | 11/12/2021   | 115.60         |
| 8819994                      | D-0575        | DOG WASTE DEPOT                                     | 11/12/2021   | 538.64         |
| 8819995                      | E-0554        | ECONOMICS, INC.                                     | 11/12/2021   | 15,747.68      |
| 8819996                      | C-1190        | FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE   | 11/12/2021   | 4,932.00       |
| 8819997                      | H-0960        | HR GREEN PACIFIC, INC.                              | 11/12/2021   | 1,702.50       |
| 8819998                      | I-0942        | IRVINE RANCH WATER DISTRICT                         | 11/12/2021   | 125.26         |
| 8819999                      | J-1088        | J THAYER COMPANY, INC                               | 11/12/2021   | 82.80          |
| 8820000                      | J-1057        | JAMEY CLARK, INC.                                   | 11/12/2021   | 376.00         |
| 8820001                      | M-1302        | MOULTON NIGUEL WATER DISTRICT                       | 11/12/2021   | 16,571.88      |
| 8820002                      | C-1008        | NPDES OC TREASURER-TAX COLLECTOR                    | 11/12/2021   | 24,376.11      |
| 8820003                      | O-1500        | ORANGE COUNTY REGISTER                              | 11/12/2021   | 563.85         |
| 8820004                      | P-1819        | PARCELQUEST CD-DATA, INC.                           | 11/12/2021   | 7,000.00       |
| 8820005                      | C-1003        | PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR       | 11/12/2021   | 1,197.50       |
| 8820006                      | R-1830        | RALPHS GROCERY COMPANY                              | 11/12/2021   | 85.47          |

Attachment: Warrant Register - November 23, 2021 (2660 : Warrant Register, November 23, 2021)

## Warrant Register - November 23, 2021

| Check Number | Vendor Number | Vendor Name                     |
|--------------|---------------|---------------------------------|
| 8820007      | R-1946        | RK ENGINEERING GROUP, INC.      |
| 8820008      | S-2290        | SAFETY-KLEEN SYSTEMS, INC.      |
| 8820009      | S-1902        | SAN DIEGO GAS & ELECTRIC        |
| 8820010      | S-2250        | SPARKLETTS                      |
| 8820011      | S-2309        | STRADLING YOCCA CARLSON & RAUTH |
| 8820012      | V-2224        | VERIZON WIRELESS                |
| 8820013      | V-2251        | VIZUAL SYMPHONY, INC.           |

Date Range: 10/29/2021 - 11/12/2021

| Payment Date          | Payment Amount      |
|-----------------------|---------------------|
| 11/12/2021            | 2,700.00            |
| 11/12/2021            | 282.38              |
| 11/12/2021            | 10,496.79           |
| 11/12/2021            | 117.32              |
| 11/12/2021            | 4,410.00            |
| 11/12/2021            | 1,074.48            |
| 11/12/2021            | 426.69              |
| <b>Total Regular:</b> | <b>1,311,919.72</b> |

Attachment: Warrant Register - November 23, 2021 (2660 : Warrant Register, November 23, 2021)

## Warrant Register - November 23, 2021

Date Range: 10/29/2021 - 11/12/2021

| Check Number                    | Vendor Number | Vendor Name                                     | Payment Date | Payment Amount    |
|---------------------------------|---------------|-------------------------------------------------|--------------|-------------------|
| <b>Payment Type: Bank Draft</b> |               |                                                 |              |                   |
| DFT0001787                      | C-1007        | OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX | 11/10/2021   | 748,752.27        |
| DFT0001795                      | B-0276        | BANK OF AMERICA VISA CARD                       | 11/12/2021   | 2,852.46          |
| DFT0001796                      | B-0276        | BANK OF AMERICA VISA CARD                       | 11/12/2021   | 791.44            |
| DFT0001797                      | B-0276        | BANK OF AMERICA VISA CARD                       | 11/12/2021   | 2,180.16          |
| DFT0001798                      | B-0276        | BANK OF AMERICA VISA CARD                       | 11/12/2021   | 295.38            |
| <b>Total Bank Draft:</b>        |               |                                                 |              | <b>754,871.71</b> |

## Bank Code AP Bank Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount    | Payment             |
|----------------|------------------|------------------|-------------|---------------------|
| Regular Checks | 82               | 60               | 0.00        | 1,311,919.72        |
| Manual Checks  | 0                | 0                | 0.00        | 0.00                |
| Voided Checks  | 0                | 0                | 0.00        | 0.00                |
| Bank Drafts    | 5                | 5                | 0.00        | 754,871.71          |
| EFT's          | 0                | 0                | 0.00        | 0.00                |
|                | <b>87</b>        | <b>65</b>        | <b>0.00</b> | <b>2,066,791.43</b> |

Attachment: Warrant Register - November 23, 2021 (2660 : Warrant Register, November 23, 2021)

## All Bank Codes Check Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount    | Payment             |
|----------------|------------------|------------------|-------------|---------------------|
| Regular Checks | 82               | 60               | 0.00        | 1,311,919.72        |
| Manual Checks  | 0                | 0                | 0.00        | 0.00                |
| Voided Checks  | 0                | 0                | 0.00        | 0.00                |
| Bank Drafts    | 5                | 5                | 0.00        | 754,871.71          |
| EFT's          | 0                | 0                | 0.00        | 0.00                |
|                | <b>87</b>        | <b>65</b>        | <b>0.00</b> | <b>2,066,791.43</b> |

## Fund Summary

| Fund | Name | Period  | Amount              |
|------|------|---------|---------------------|
| 998  | POOL | 11/2021 | 2,066,791.43        |
|      |      |         | <b>2,066,791.43</b> |





City of Laguna Hills, CA

# Payables Detail Report

By Fund

Payment Dates 10/29/2021 - 11/12/2021

| Payment Date                    | Vendor Name                    | Payable Number        | Description (Payable)                              | Account Number | Amount       |
|---------------------------------|--------------------------------|-----------------------|----------------------------------------------------|----------------|--------------|
| <b>Fund: 100 - GENERAL FUND</b> |                                |                       |                                                    |                |              |
| 11/04/2021                      | DIAMOND ENVIRONMENTAL          | 0003318800            | Program Expense, Community Services, Jul '21       | 100-310-695501 | 248.55       |
| 11/04/2021                      | DOCU-TRUST                     | 044520                | Offsite Data Storage, Oct '21                      | 100-155-700030 | 100.00       |
| 11/04/2021                      | COX COMMUNICATION              | 101721                | T-1 Line, Oct '21                                  | 100-195-630000 | 443.91       |
| 11/04/2021                      | COX COMMUNICATION              | 101921                | WiFi, City Hall, Oct '21                           | 100-195-630000 | 182.62       |
| 11/04/2021                      | CALIF PARK & REC SOCIETY, INC. | 102821                | Membership, Community Services, DM                 | 100-310-610000 | 145.00       |
| 11/04/2021                      | ROSENFELD, KEN                 | 110221                | Travel Reimbursement, ICMA Portland OR, Oct '21    | 100-355-611000 | 1,287.67     |
| 11/04/2021                      | VIZUAL SYMPHONY, INC.          | 14003                 | Computer Hardware, Nov '21                         | 100-195-940000 | 273.59       |
| 11/04/2021                      | FIVE STAR TROPHIES             | 14173                 | Office Supplies, Gen Gov, Oct '21                  | 100-155-620000 | 140.08       |
| 11/04/2021                      | HR GREEN PACIFIC, INC.         | 147746                | Annual Street Maint, CIP 101-L & 188, Sep '21      | 100-600-790600 | 13,724.00    |
| 11/04/2021                      | TPX COMMUNICATIONS             | 149039631-0           | Communications Expense, Nov '21                    | 100-195-630000 | 675.77       |
| 11/04/2021                      | J THAYER COMPANY, INC          | 1544385-0             | Office Supplies, Aug '21                           | 100-195-620000 | 66.59        |
| 11/04/2021                      | J THAYER COMPANY, INC          | 1552958-0             | Operating Supplies, Oct '21                        | 100-195-622000 | 202.68       |
| 11/04/2021                      | WEST COAST ARBORISTS, INC.     | 178371                | Tree Trimming Services, Oct '21                    | 100-355-720702 | 400.00       |
| 11/04/2021                      | PETROCHEM MATERIALS            | 2378-9                | Citywide Pavement Rehabilitation, CIP 101-L        | 100-000-201001 | (55,288.02)  |
| 11/04/2021                      | PETROCHEM MATERIALS            | 2378-9                | Citywide Pavement Rehabilitation, CIP 101-L        | 100-600-790600 | 1,105,760.35 |
| 11/04/2021                      | COMPLETE OFFICE OF CALIFORNIA  | 2610467-0             | Computer Supplies, Oct '21                         | 100-195-621000 | 333.31       |
| 11/04/2021                      | COMPLETE OFFICE OF CALIFORNIA  | 2610785-0             | Computer Supplies, Nov '21                         | 100-195-621000 | 95.20        |
| 11/04/2021                      | WEST GATE CONTRACTOR           | 30                    | Graffiti Removal, Public Services, Oct '21         | 100-355-720500 | 6,000.00     |
| 11/04/2021                      | CROSSTOWN ELECTRICAL & DATA,   | 3690 - 3730           | Traffic Signal Maintenance, Sep '21                | 100-356-720420 | 11,357.50    |
| 11/04/2021                      | SMART & FINAL                  | 3831400021604         | Office & Operating Supplies, Oct '21               | 100-155-622000 | 80.92        |
| 11/04/2021                      | SMART & FINAL                  | 3831400021604         | Office & Operating Supplies, Oct '21               | 100-195-620000 | 11.41        |
| 11/04/2021                      | SMART & FINAL                  | 3831400021604         | Office & Operating Supplies, Oct '21               | 100-195-622000 | 28.92        |
| 11/04/2021                      | SMART & FINAL                  | 3831400022803         | Operating Supplies, Oct '21                        | 100-155-622000 | 19.39        |
| 11/04/2021                      | SMART & FINAL                  | 3831400022803         | Operating Supplies, Oct '21                        | 100-195-622000 | 57.71        |
| 11/04/2021                      | CROSSTOWN ELECTRICAL & DATA,   | 4296-21-009           | Traffic Signal Maintenance, Sep '21                | 100-356-720420 | 3,644.70     |
| 11/04/2021                      | CROSSTOWN ELECTRICAL & DATA,   | 4296-21-010           | Traffic Signal Maintenance, Oct '21                | 100-356-720420 | 3,644.70     |
| 11/04/2021                      | RJ ELECTRIC                    | 60063                 | Special Events, Holiday Lights, Oct                | 100-310-695500 | 3,075.00     |
| 11/04/2021                      | NIEVES LANDSCAPE, INC.         | 70759                 | Monthly and Misc Landscape, Oct '21                | 100-355-720700 | 114.86       |
| 11/04/2021                      | NIEVES LANDSCAPE, INC.         | 70760                 | Monthly and Misc Landscape, Oct '21                | 100-355-720700 | 138.93       |
| 11/04/2021                      | ALL CITY MANAGEMENT, INC.      | 72588                 | Crossing Guard Services, 10/3/21 - 10/16/21        | 100-420-720822 | 6,141.24     |
| 11/04/2021                      | JAMEY CLARK, INC.              | 72808                 | Park Repairs, Public Services, Oct '21             | 100-355-720701 | 624.43       |
| 11/04/2021                      | JAMEY CLARK, INC.              | 72819                 | Park Repairs, Public Services, Oct '21             | 100-355-720701 | 185.77       |
| 11/04/2021                      | WEX BANK                       | 75353122 POLSVCS      | Vehicle Fuel, Oct '21                              | 100-420-613100 | 206.87       |
| 11/04/2021                      | WEX BANK                       | 75353346 COMSVCS      | Vehicle Fuel, Oct '21                              | 100-310-613100 | 100.82       |
| 11/04/2021                      | WEX BANK                       | 75353377 PUBWKS       | Vehicle Fuel, Oct '21                              | 100-356-613100 | 280.26       |
| 11/04/2021                      | THOMSON REUTERS - WEST         | 845253096             | Subscription, City Clerk, Oct '21                  | 100-155-626000 | 279.94       |
| 11/04/2021                      | MOBILE MINI, INC.              | 9012006796            | Storage Rental, Community Center, 10/27 - 11/23/21 | 100-310-641000 | 225.71       |
| 11/04/2021                      | STUDIO TWO BLACK DIAMOND       | 97940                 | Printing Services, Oct '21                         | 100-195-623000 | 435.26       |
| 11/04/2021                      | STUDIO TWO BLACK DIAMOND       | 97956                 | Printing Services, Oct '21                         | 100-195-623000 | 37.71        |
| 11/04/2021                      | DAVE BANG ASSOCIATES, INC.     | CA50500               | Parks Contract Repair, Oct '21                     | 100-355-720701 | 837.95       |
| 11/04/2021                      | RIGHT OF WAY, INC.             | CD-0751-ENC-08-20-021 | Refund, Encroachment Deposit, R #7361              | 100-000-220444 | 2,699.25     |
| 11/04/2021                      | DIAMOND ENVIRONMENTAL          | CM0000108             | CM #0003422589, Program Expense, Comm Svc, Jul '21 | 100-310-695501 | (177.54)     |
| 11/04/2021                      | QUADIENT LEASING USA, INC.     | N9114219              | Lease - Mailing Equip, 8/28/21 - 11/27/21          | 100-195-641000 | 530.22       |

Attachment: Payables Detail Report - November 23, 2021 (2660 : Warrant Register, November 23, 2021)

## Payables Detail Report

Payment Dates: 10/29/2021 - 11/12/2021

| Payment Date | Vendor Name                                                     | Payable Number      | Description (Payable)                             | Account Number | Amount     |
|--------------|-----------------------------------------------------------------|---------------------|---------------------------------------------------|----------------|------------|
| 11/10/2021   | OCSD LAW ENFORCEMENT                                            | SH 60479            | Law Enforcement Services, Nov '21                 | 100-420-720800 | 748,752.27 |
| 11/12/2021   | CONTRACT, OC TREASURER-TAX<br>RALPHS GROCERY COMPANY            | 0921126434_21A15974 | Operating Supplies, Comm Svcs, Oct '21            | 100-310-622005 | 28.55      |
| 11/12/2021   | RALPHS GROCERY COMPANY                                          | 0921126459_21A17865 | Office & Operating Supplies, Comm Svcs, Oct '21   | 100-310-620500 | 4.94       |
| 11/12/2021   | RALPHS GROCERY COMPANY                                          | 0921126459_21A17865 | Office & Operating Supplies, Comm Svcs, Oct '21   | 100-310-622005 | 51.98      |
| 11/12/2021   | DEPARTMENT OF CONSERVATION                                      | 093021              | Remittance, SMIP Fee, Jul-Sep '21                 | 100-000-221001 | 144.63     |
| 11/12/2021   | CALIFORNIA BUILDING STANDARDS COMMISSION                        | 093021 Q3           | Building Standard Fund, Jul-Sep '21               | 100-000-221011 | 330.00     |
| 11/12/2021   | DIVISION OF THE STATE ARCHITECT                                 | 093021 Q3           | Disability Access Fees, Jul-Sep '21               | 100-000-221012 | 1,156.00   |
| 11/12/2021   | STATE OF CALIFORNIA<br>CALIFORNIA BUILDING STANDARDS COMMISSION | 093021 Q3           | Building Standard Fund, Jul-Sep '21               | 100-000-442000 | (33.00)    |
| 11/12/2021   | ORANGE COUNTY REGISTER                                          | 101321              | Subscription, City Hall, 10/21/21 - 1/20/22       | 100-155-626000 | 563.85     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 COMDEV       | Departmental Expenditure, Oct '21                 | 100-225-646100 | 1,424.03   |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 COMDEV       | Departmental Expenditure, Oct '21                 | 100-225-700225 | 78.99      |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 COMSVCS      | Departmental Expenditure, Oct '21                 | 100-310-620500 | 300.93     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 COMSVCS      | Departmental Expenditure, Oct '21                 | 100-310-622500 | 172.14     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 COMSVCS      | Departmental Expenditure, Oct '21                 | 100-310-624500 | 159.72     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 COMSVCS      | Departmental Expenditure, Oct '21                 | 100-310-695500 | 148.66     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 COMSVCS      | Departmental Expenditure, Oct '21                 | 100-310-695502 | 9.99       |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 GENGOV2      | Departmental Expenditure, Oct '21                 | 100-155-612000 | 880.25     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 GENGOV2      | Departmental Expenditure, Oct '21                 | 100-155-612002 | 250.00     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 GENGOV2      | Departmental Expenditure, Oct '21                 | 100-155-622000 | 155.13     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 GENGOV2      | Departmental Expenditure, Oct '21                 | 100-155-626000 | 59.25      |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 GENGOV2      | Departmental Expenditure, Oct '21                 | 100-155-695000 | 484.88     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 GENGOV2      | Departmental Expenditure, Oct '21                 | 100-195-617000 | 889.00     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 GENGOV2      | Departmental Expenditure, Oct '21                 | 100-195-622000 | 133.95     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 POLSVCS      | Departmental Expenditure, Oct '21                 | 100-420-622000 | 295.38     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 PUBSVCS      | Departmental Expenditure, Oct '21                 | 100-000-120000 | (6.45)     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 PUBSVCS      | Departmental Expenditure, Oct '21                 | 100-000-120000 | 6.45       |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 PUBSVCS      | Departmental Expenditure, Oct '21                 | 100-155-610000 | 400.00     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 PUBSVCS      | Departmental Expenditure, Oct '21                 | 100-155-612001 | 725.00     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 PUBSVCS      | Departmental Expenditure, Oct '21                 | 100-355-611000 | 175.00     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 PUBSVCS      | Departmental Expenditure, Oct '21                 | 100-355-720701 | 329.51     |
| 11/12/2021   | BANK OF AMERICA VISA CARD                                       | 102021 PUBSVCS      | Departmental Expenditure, Oct '21                 | 100-356-646100 | 369.25     |
| 11/12/2021   | COX COMMUNICATION                                               | 102921              | WiFi, Community Center, Oct '21                   | 100-195-630000 | 214.25     |
| 11/12/2021   | IRVINE RANCH WATER DISTRICT                                     | 110321              | Water Usage, Public Services, Oct '21             | 100-355-635000 | 125.26     |
| 11/12/2021   | MOULTON NIGUEL WATER DISTRICT                                   | 110921              | Water Usage, Public Services, Oct '21             | 100-355-635000 | 16,571.88  |
| 11/12/2021   | SAN DIEGO GAS & ELECTRIC                                        | 110921              | Street Lights, Traffic Control, Oct '21           | 100-356-631400 | 10,496.79  |
| 11/12/2021   | BRINKS, INCORPORATED                                            | 11744858            | Courier Fee, Armored Transport, Nov '21           | 100-155-625000 | 177.58     |
| 11/12/2021   | VIZUAL SYMPHONY, INC.                                           | 14002               | Computer Hardware, Oct '21                        | 100-195-940000 | 426.69     |
| 11/12/2021   | HR GREEN PACIFIC, INC.                                          | 147800              | Building Services, Community Development, Oct '21 | 100-225-700000 | 1,050.00   |
| 11/12/2021   | HR GREEN PACIFIC, INC.                                          | 147801              | Plan Check, Community Development, Oct '21        | 100-225-700000 | 652.50     |
| 11/12/2021   | J THAYER COMPANY, INC                                           | 1558481-0           | Operating Supplies, Comm Ctr, Nov                 | 100-310-622005 | 82.80      |
| 11/12/2021   | RK ENGINEERING GROUP, INC.                                      | 2110012             | Parking Study, Oct '21                            | 100-225-700201 | 1,500.00   |
| 11/12/2021   | RK ENGINEERING GROUP, INC.                                      | 2110013             | Parking Study, Oct '21                            | 100-225-700201 | 1,200.00   |
| 11/12/2021   | ABRAHAM, MICHAEL                                                | 21104               | Professional Services, Nov '21                    | 100-195-720050 | 3,300.00   |
| 11/12/2021   | PARCELQUEST CD-DATA, INC.                                       | 23078               | Computer Consulting Services, 11/2021 - 10/2022   | 100-195-700090 | 7,000.00   |
| 11/12/2021   | BUCKNAM INFRASTRUCTURE GROUP, INC.                              | 361-01.19           | Computer Consulting Services, Oct                 | 100-195-700090 | 1,237.00   |
| 11/12/2021   | BUCKNAM INFRASTRUCTURE GROUP, INC.                              | 361-02.07           | City Engineer Services, Oct '21                   | 100-356-700100 | 876.00     |
| 11/12/2021   | SPARKLETTS                                                      | 4228482 110521      | Operating Supplies, Oct '21                       | 100-195-622000 | 117.32     |

Attachment: Payables Detail Report - November 23, 2021 (2660 : Warrant Register, November 23, 2021)

## Payables Detail Report

Payment Dates: 10/29/2021 - 11/12/2021

| Payment Date                                                        | Vendor Name                                                 | Payable Number | Description (Payable)                             | Account Number | Amount              |
|---------------------------------------------------------------------|-------------------------------------------------------------|----------------|---------------------------------------------------|----------------|---------------------|
| 11/12/2021                                                          | BRINKS, INCORPORATED                                        | 4381897        | Courier Fee, Armored Transport, Oct '21           | 100-155-625000 | 8.42                |
| 11/12/2021                                                          | DOG WASTE DEPOT                                             | 445785         | Operating Supplies, Oct '21                       | 100-355-622000 | 538.64              |
| 11/12/2021                                                          | JAMEY CLARK, INC.                                           | 72833          | Graffiti Removal, Public Services, Oct '21        | 100-355-720500 | 376.00              |
| 11/12/2021                                                          | SAFETY-KLEEN SYSTEMS, INC.                                  | 87500439       | Auto Maintenance, Community Services, Oct '21     | 100-310-646100 | 282.38              |
| 11/12/2021                                                          | VERIZON WIRELESS                                            | 9891459993     | Communication Expense, Oct '21                    | 100-195-630000 | 1,074.48            |
| 11/12/2021                                                          | PARKING VIOLATIONS OC                                       | OCT 21         | Parking Fee Surcharge, Oct '21                    | 100-420-720823 | 1,197.50            |
| 11/12/2021                                                          | TREASURER-TAX COLLECTOR<br>NPDES OC TREASURER-TAX COLLECTOR | PW220349       | Watershed Monitoring,CIP #410                     | 100-600-790600 | 24,376.11           |
| 11/12/2021                                                          | COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE             | SC12961        | Communications Charges, 7/1/21 - 9/30/21          | 100-420-646000 | 3,154.00            |
| 11/12/2021                                                          | COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE             | SC13058        | Communications Charges, 7/1/21 - 9/30/21          | 100-420-646000 | 1,008.93            |
| 11/12/2021                                                          | FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE           | SH 59679       | Fingerprint ID System Charges, Aug                | 100-420-720835 | 1,233.00            |
| 11/12/2021                                                          | FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE           | SH 59921       | Fingerprint ID System Charges, Sep                | 100-420-720835 | 1,233.00            |
| 11/12/2021                                                          | FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE           | SH 60161       | Fingerprint ID System Charges, Oct                | 100-420-720835 | 1,233.00            |
| 11/12/2021                                                          | FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE           | SH 60505       | Fingerprint ID System Charges, Nov                | 100-420-720835 | 1,233.00            |
| <b>Fund 100 - GENERAL FUND Total:</b>                               |                                                             |                |                                                   |                | <b>1,949,790.04</b> |
| <b>Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT</b>       |                                                             |                |                                                   |                |                     |
| 11/04/2021                                                          | PLACEWORKS, INC.                                            | 76427          | Prof Services, Village at LH Expenses, Sep '21    | 101-000-223000 | 27,281.54           |
| 11/04/2021                                                          | PLACEWORKS, INC.                                            | 76427          | Prof Services, Village at LH Expenses, Sep '21    | 101-000-450000 | (27,281.54)         |
| 11/04/2021                                                          | PLACEWORKS, INC.                                            | 76427          | Prof Services, Village at LH Expenses, Sep '21    | 101-225-700200 | 27,281.54           |
| 11/12/2021                                                          | STRADLING YOCCA CARLSON &                                   | 380537-0005    | Professional Services Legal, Sep '21              | 101-225-700012 | 4,410.00            |
| <b>Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:</b> |                                                             |                |                                                   |                | <b>31,691.54</b>    |
| <b>Fund: 212 - MEASURE M</b>                                        |                                                             |                |                                                   |                |                     |
| 11/04/2021                                                          | UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA            | 1020210366     | Street Maintenance, Oct '21                       | 212-355-720400 | 112.30              |
| 11/04/2021                                                          | CHARLES ABBOTT ASSOCIATES, INC                              | 63288          | Road Maintenance, Oct '21                         | 212-355-720400 | 69,987.73           |
| 11/04/2021                                                          | UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA            | dsb20205434    | Street Maintenance, Oct '21                       | 212-355-720400 | 57.14               |
| 11/12/2021                                                          | BANK OF AMERICA VISA CARD                                   | 102021 PUBSVCS | Departmental Expenditure, Oct '21                 | 212-355-720400 | 181.40              |
| <b>Fund 212 - MEASURE M Total:</b>                                  |                                                             |                |                                                   |                | <b>70,338.57</b>    |
| <b>Fund: 221 - SENIOR MOBILITY PROGRAM</b>                          |                                                             |                |                                                   |                |                     |
| 11/12/2021                                                          | CALIFORNIA YELLOW CAB                                       | 10406021       | Senior Mobility Program, Oct '21                  | 221-310-720000 | 264.00              |
| <b>Fund 221 - SENIOR MOBILITY PROGRAM Total:</b>                    |                                                             |                |                                                   |                | <b>264.00</b>       |
| <b>Fund: 307 - C &amp; D FORFEITED DEPOSITS</b>                     |                                                             |                |                                                   |                |                     |
| 11/12/2021                                                          | ECONOMICS, INC.                                             | 2017-2018.52   | Professional Services, Recycling Program, Oct '21 | 307-355-700000 | 15,747.68           |
| <b>Fund 307 - C &amp; D FORFEITED DEPOSITS Total:</b>               |                                                             |                |                                                   |                | <b>15,747.68</b>    |
| <b>Fund: 312 - CASp</b>                                             |                                                             |                |                                                   |                |                     |
| 11/12/2021                                                          | DIVISION OF THE STATE ARCHITECT<br>STATE OF CALIFORNIA      | 093021 Q3      | Disability Access Fees, Jul-Sep '21               | 312-000-442000 | (1,040.40)          |
| <b>Fund 312 - CASp Total:</b>                                       |                                                             |                |                                                   |                | <b>(1,040.40)</b>   |
| <b>Fund: 600 - CAPITAL IMPROVEMENT PROJECT</b>                      |                                                             |                |                                                   |                |                     |
| 11/04/2021                                                          | HR GREEN PACIFIC, INC.                                      | 147746         | Annual Street Maint, CIP 101-L & 188, Sep '21     | 600-000-490100 | (13,724.00)         |
| 11/04/2021                                                          | HR GREEN PACIFIC, INC.                                      | 147746         | Annual Street Maint, CIP 101-L & 188, Sep '21     | 600-251-950101 | 13,724.00           |
| 11/04/2021                                                          | PETROCHEM MATERIALS<br>INNOVATION LLC                       | 2378-9         | Citywide Pavement Rehabilitation, CIP 101-L       | 600-000-490100 | (1,105,760.35)      |

Attachment: Payables Detail Report - November 23, 2021 (2660 : Warrant Register, November 23, 2021)

## Payables Detail Report

Payment Dates: 10/29/2021 - 11/12/2021

| Payment Date                                  | Vendor Name            | Payable Number | Description (Payable)             | Account Number | Amount       |
|-----------------------------------------------|------------------------|----------------|-----------------------------------|----------------|--------------|
| 11/04/2021                                    | PETROCHEM MATERIALS    | 2378-9         | Citywide Pavement Rehabilitation, | 600-251-950101 | 1,105,760.35 |
|                                               | INNOVATION LLC         |                | CIP 101-L                         |                |              |
| 11/12/2021                                    | NPDES OC TREASURER-TAX | PW220349       | Watershed Monitoring,CIP #410     | 600-000-490100 | (24,376.11)  |
|                                               | COLLECTOR              |                |                                   |                |              |
| 11/12/2021                                    | NPDES OC TREASURER-TAX | PW220349       | Watershed Monitoring,CIP #410     | 600-254-950410 | 24,376.11    |
|                                               | COLLECTOR              |                |                                   |                |              |
| Fund 600 - CAPITAL IMPROVEMENT PROJECT Total: |                        |                |                                   |                | -            |
| Grand Total:                                  |                        |                |                                   |                | 2,066,791.43 |

Attachment: Payables Detail Report - November 23, 2021 (2660 : Warrant Register, November 23, 2021)

## Report Summary

## Fund Summary

| Fund                                             | Expense Amount      | Payment Amount      |
|--------------------------------------------------|---------------------|---------------------|
| 100 - GENERAL FUND                               | 1,949,790.04        | 1,949,790.04        |
| 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT | 31,691.54           | 31,691.54           |
| 212 - MEASURE M                                  | 70,338.57           | 70,338.57           |
| 221 - SENIOR MOBILITY PROGRAM                    | 264.00              | 264.00              |
| 307 - C & D FORFEITED DEPOSITS                   | 15,747.68           | 15,747.68           |
| 312 - CASp                                       | (1,040.40)          | (1,040.40)          |
| 600 - CAPITAL IMPROVEMENT PROJECT                | -                   | -                   |
| <b>Grand Total:</b>                              | <b>2,066,791.43</b> | <b>2,066,791.43</b> |

## Account Summary

| Account Number | Account Name                   | Expense Amount | Payment Amount |
|----------------|--------------------------------|----------------|----------------|
| 100-000-120000 | Accounts Receivable            | -              | -              |
| 100-000-201001 | Accounts Payable - Retention   | (55,288.02)    | (55,288.02)    |
| 100-000-220444 | EncroachmentGrading            | 2,699.25       | 2,699.25       |
| 100-000-221001 | SMIP - Residential             | 144.63         | 144.63         |
| 100-000-221011 | Building Standards Fee         | 330.00         | 330.00         |
| 100-000-221012 | SB1186 ADA CASp Fees           | 1,156.00       | 1,156.00       |
| 100-000-442000 | Building Related Permits       | (33.00)        | (33.00)        |
| 100-155-610000 | Memberships and Dues Expense   | 400.00         | 400.00         |
| 100-155-612000 | Travel, Conferences & Meetings | 880.25         | 880.25         |
| 100-155-612001 | Travel - League of CA Cities   | 725.00         | 725.00         |
| 100-155-612002 | Travel - ACC-OC                | 250.00         | 250.00         |
| 100-155-620000 | Office Supplies                | 140.08         | 140.08         |
| 100-155-622000 | Operating Supplies             | 255.44         | 255.44         |
| 100-155-625000 | Postage & Delivery             | 186.00         | 186.00         |
| 100-155-626000 | Subscriptions & Books          | 903.04         | 903.04         |
| 100-155-695000 | CommunityAsstnc/PublicRelation | 484.88         | 484.88         |
| 100-155-700030 | Professional Svcs- City Clerk  | 100.00         | 100.00         |
| 100-195-617000 | Recruitment                    | 889.00         | 889.00         |
| 100-195-620000 | Office Supplies                | 78.00          | 78.00          |
| 100-195-621000 | Computer Supplies              | 428.51         | 428.51         |
| 100-195-622000 | Operating Supplies             | 540.58         | 540.58         |
| 100-195-623000 | Printing                       | 472.97         | 472.97         |
| 100-195-630000 | Telephone & Communication      | 2,591.03       | 2,591.03       |
| 100-195-641000 | Rent/Lease - Equipment         | 530.22         | 530.22         |
| 100-195-700090 | Computer Consulting Services   | 8,237.00       | 8,237.00       |
| 100-195-720050 | Contract Serv-Software Support | 3,300.00       | 3,300.00       |
| 100-195-940000 | Computer Hardware & Software   | 700.28         | 700.28         |
| 100-225-646100 | Maint & Repairs - Vehicles     | 1,424.03       | 1,424.03       |
| 100-225-700000 | Prof. Svcs - Building & Safety | 1,702.50       | 1,702.50       |
| 100-225-700201 | Plan Application               | 2,700.00       | 2,700.00       |
| 100-225-700225 | Housing Element                | 78.99          | 78.99          |
| 100-310-610000 | Memberships and Dues Expense   | 145.00         | 145.00         |
| 100-310-613100 | Vehicle-Fuel                   | 100.82         | 100.82         |
| 100-310-620500 | Office Supplies - Comm Ctr     | 305.87         | 305.87         |
| 100-310-622005 | Operating Supplies Comm Ctr    | 163.33         | 163.33         |
| 100-310-622500 | Supplies-Program Services      | 172.14         | 172.14         |
| 100-310-624500 | Advertising-Program Services   | 159.72         | 159.72         |
| 100-310-641000 | Rent/Lease - Equipment         | 225.71         | 225.71         |
| 100-310-646100 | Maint & Repairs - Vehicles     | 282.38         | 282.38         |
| 100-310-695500 | Special Events-Program Service | 3,223.66       | 3,223.66       |
| 100-310-695501 | Day Camps & Build A Fort       | 71.01          | 71.01          |
| 100-310-695502 | Special Needs Program          | 9.99           | 9.99           |
| 100-355-611000 | Training and Education         | 1,462.67       | 1,462.67       |
| 100-355-622000 | Operating Supplies             | 538.64         | 538.64         |
| 100-355-635000 | Utilities - Water              | 16,697.14      | 16,697.14      |
| 100-355-720500 | Graffiti Removal               | 6,376.00       | 6,376.00       |

Attachment: Payables Detail Report - November 23, 2021 (2660 : Warrant Register, November 23, 2021)

## Payables Detail Report

Payment Dates: 10/29/2021 - 11/12/2021

## Account Summary

| Account Number      | Account Name                   | Expense Amount      | Payment Amount      |
|---------------------|--------------------------------|---------------------|---------------------|
| 100-355-720700      | Landscape Maintenance Contract | 253.79              | 253.79              |
| 100-355-720701      | Parks Contract Repair          | 1,977.66            | 1,977.66            |
| 100-355-720702      | Tree Maintenance               | 400.00              | 400.00              |
| 100-356-613100      | MOE Vehicle Fuel               | 280.26              | 280.26              |
| 100-356-631400      | MOE Electricity-Streetlights & | 10,496.79           | 10,496.79           |
| 100-356-646100      | MOE Maintenance & Repairs      | 369.25              | 369.25              |
| 100-356-700100      | MOE City Engineer Services     | 876.00              | 876.00              |
| 100-356-720420      | MOE Traffic Signal Maintenance | 18,646.90           | 18,646.90           |
| 100-420-613100      | Vehicle-Fuel                   | 206.87              | 206.87              |
| 100-420-622000      | Operating Supplies             | 295.38              | 295.38              |
| 100-420-646000      | Maint & Rep-Equip & Machinery  | 4,162.93            | 4,162.93            |
| 100-420-720800      | General Law Enforcement        | 748,752.27          | 748,752.27          |
| 100-420-720822      | Crossing Guard Services        | 6,141.24            | 6,141.24            |
| 100-420-720823      | Parking Citation Processing    | 1,197.50            | 1,197.50            |
| 100-420-720835      | Fingerprint Identification Svc | 4,932.00            | 4,932.00            |
| 100-600-790600      | Transfers Out - Capital Imprv  | 1,143,860.46        | 1,143,860.46        |
| 101-000-223000      | Plan Application Deposit       | 27,281.54           | 27,281.54           |
| 101-000-450000      | Planning Fees                  | (27,281.54)         | (27,281.54)         |
| 101-225-700012      | Legal Services                 | 4,410.00            | 4,410.00            |
| 101-225-700200      | Consultant Services, Planning  | 27,281.54           | 27,281.54           |
| 212-355-720400      | Street Maintenance             | 70,338.57           | 70,338.57           |
| 221-310-720000      | Contract Services              | 264.00              | 264.00              |
| 307-355-700000      | Professional Services          | 15,747.68           | 15,747.68           |
| 312-000-442000      | Building Related Permits       | (1,040.40)          | (1,040.40)          |
| 600-000-490100      | Transfer In- General Fund      | (1,143,860.46)      | (1,143,860.46)      |
| 600-251-950101      | CIP-Annual Street Maintenance  | 1,119,484.35        | 1,119,484.35        |
| 600-254-950410      | NPDES Permit & Fees            | 24,376.11           | 24,376.11           |
| <b>Grand Total:</b> |                                | <b>2,066,791.43</b> | <b>2,066,791.43</b> |

## Project Account Summary

| Project Account Key | Expense Amount      | Payment Amount      |
|---------------------|---------------------|---------------------|
| **None**            | 2,066,791.43        | 2,066,791.43        |
| <b>Grand Total:</b> | <b>2,066,791.43</b> | <b>2,066,791.43</b> |

Attachment: Payables Detail Report - November 23, 2021 (2660 : Warrant Register, November 23, 2021)



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

**DATE:** November 23, 2021

**TO:** Mayor and Council Members

**FROM:** Kenneth H. Rosenfield P.E.  
Interim Director of Emergency Services/Interim City Manager

**ISSUE:** City Council Review and Confirm the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

**RECOMMENDATION:** That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus.

#### **SUMMARY:**

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the “novel coronavirus”), at which time the City Council was not in session. On March 24, 2020, during a special meeting, the City Council ratified and confirmed the City Manager’s proclamation declaring the existence of a local emergency and the issuance of Executive Orders. Since that time, the rate of infection and threat to public health and safety has been significant and growing. As of November 18, 2021, there were more than 255 million worldwide cases of COVID-19, and 5.12 million deaths; locally, there were approximately 331,000 confirmed cases and 5,653 deaths in Orange County. While COVID-19 cases in Orange County have recently been on the decline and the public acceptance of vaccines has increased, allowing some Executive Orders to be relaxed, there is still a public health risk. Pursuant to Laguna Hills Municipal Code (“LHMC”) Section 2-32.060, the City Council must review the necessity for continuing the local emergency no less frequently than at every subsequent regular meeting of the City Council until the emergency is terminated. LHMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the Interim Director of Emergency Services/Interim City Manager that are reasonably related to the local



## Continuation of Local Emergency

November 23, 2021

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emergency, such as for the protection of life and property as affected by the emergency, to be confirmed as soon as practicable by the City Council. Most Executive Orders have been rescinded to match the state of the emergency, however, it is recommended the proclamation of local emergency remain in place at this time.

### **BACKGROUND:**

On January 30, 2020, the World Health Organization ("WHO") declared the outbreak of COVID-19 a "public health emergency of international concern" and by March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange and County Health Officer Dr. Nichole Quick declared a local emergency and a local health emergency to prepare for COVID-19, and on March 4, 2020, the Governor declared a State of Emergency in California allowing state agencies to take any action necessary to address COVID-19.

In light of these events, on March 18, 2020, the City Manager, acting as the Director of Emergency Services pursuant to LPMC Section 2-32.060(B), proclaimed the existence of a local emergency within the City of Laguna Hills by enacting Proclamation No. 2020-03-18-1, at which time the City Council was not in session. A copy of Proclamation No. 2020-03-18-1 is attached hereto. On March 24, 2020, the City Council unanimously ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency during a special meeting, as required by LPMC Section 2-32.060(B). In accordance with the local emergency proclamation, the City Manager issued a variety of Executive Orders to effectuate safe and healthy practices of City operations.

As of November 18, 2021, there were more than 255 million worldwide cases of COVID-19, and 5.12 million deaths; locally, there were approximately 331,000 confirmed cases and 5,653 deaths in Orange County. While COVID-19 cases in Orange County have recently been on the decline and the public acceptance of vaccines has increased, allowing some Executive Orders to be relaxed, there is still a public health risk. The rate of infection, potential impact to health care systems, and the threat to public health and safety have not fully abated. The state of local emergency continues to exist and is being evaluated on a continuous basis.



## Continuation of Local Emergency

November 23, 2021

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It is recommended that the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus. A full list of originally issued, superseded and rescinded City Executive Orders is attached for information. Most of the City's Executive Orders have been rescinded, or are no longer applicable due to the passage of time, matching the state of the emergency. It is noted that of 49 issued Executive Orders, only five remain in effect. The ability to issue Executive Orders on an as needed basis is an important tool during this local emergency.

Based on the recommendations of the Interim Director of Emergency Services/Interim City Manager and the Chief of Police Services, it has been determined that the need for the locally declared emergency, pursuant to Proclamation No. 2020-03-18-1, continues to exist and should not be terminated at this time.

### **ATTACHMENTS:**

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency
- Full List of Executive Orders

## PROCLAMATION NO. 2020-03-18-1

## A PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Laguna Hills Municipal Code Section 2-32.060 empowers the City Council (while in session), or the Director of Emergency Services (if the City Council is not in session), to declare the existence or threatened existence of a local emergency; and

WHEREAS, California Government Code Section 8550 *et seq.*, including Section 8558(c), authorizes the Director of Emergency Services to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and in some cases death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in numerous countries, with thousands of cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States; and

WHEREAS, as of March 10, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020, issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020, issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, President Donald J. Trump on March 13, 2020, declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem; and

WHEREAS, on March 15, 2020, Governor Newsome requested bars and nightclubs to close, restaurants to reduce capacity by half, and all Californians aged 65 and older to self-isolate; and

WHEREAS, on March 16, 2020, President Donald J. Trump advised the public to avoid groups of more than 10 people to fight the coronavirus outbreak; and

WHEREAS, the City of Laguna Hills has the authority to impose measures to promote social distancing including, but not limited to, limitations on public events; and

WHEREAS, the City of Laguna Hills is a significantly populated city within Orange County, which is the sixth largest county in the United States; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Laguna Hills and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City of Laguna Hills and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the Director of Emergency Services has the authority to declare a local emergency as authorized by California Government Code Section 8630 and Laguna Hills Municipal Code Section 2-32.060.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED BY DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS AS FOLLOWS:

Section 1. As contemplated in the Emergency Services Act contained in California Government Code Section 8550 *et seq.*, including Section 8558(c), and Chapter 2-32 of Title 2 of the Laguna Hills Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

Section 2. The area of the City of Laguna Hills which is endangered/imperiled is the entire city.

Section 3. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City's Emergency Operations Plan.

Section 4. The City Council shall review and ratify this proclamation of the City Manager within **seven (7) days** as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state and local law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

Section 5. A copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with state law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Laguna Hills; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 18<sup>th</sup> day of March 2020.

  
Donald J. White,  
Director of Emergency Services/  
City Manager

ATTEST:

  
Melissa Au-Yeung, City Clerk

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Proclamation No. 2020-03-18-1 adopted by the Director of Emergency Services of the City of Laguna Hills, California, on the 18<sup>th</sup> day of March 2020.

(SEAL)

  
MELISSA AU-YEUNG, CITY CLERK

Updated: August 16, 2021

(Res) = rescinded

(NA) - not applicable as matter has returned to normal

| March 19, 2020 Executive Orders 1-7   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Executive Order                       | Order Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1                                     | Within the boundaries of the City of LH, all County & State COVID-19 Public Health Orders are hereby deemed mandatory; all residents are directed to heed the current County & State public health directives in order to mitigate the impact of the COVID-19 pandemic.                                                                                                                                                                                                                                                     |
| 2 (Res)                               | <del>City Hall is closed to the public. Services and hours have been modified as posted.</del> (Rescinded on June 15, 2021.)                                                                                                                                                                                                                                                                                                                                                                                                |
| 3 (Res)                               | <del>The Community Center is closed to the public. All recreational programs and activities at the Community Center, including facility reservations/rentals, are canceled or suspended until further notice. Refunds and credits will be automatically processed. The LH Technology Library, located within the Community Center, is also closed to the public.</del> (Rescinded on September 9, 2020.)                                                                                                                    |
| 4 (Res)                               | <del>All playground equipment at all City &amp; privately owned are closed.</del> (Rescinded on October 8, 2020.)                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5 (Res)                               | <del>All employees of the City are placed on paid administrative leave/work from home status with the following exceptions: all management staff, Robert Oros, Sal Quinones, Ryan Hanley, and Cindy Sands. Furthermore, all such employees are directed to stay at home pursuant to the Governor's Executive Order, unless otherwise directed by their addition, they are strongly encouraged to abide by the Governor's Executive Order at all times beyond their normal working hours.</del> (Rescinded on June 5, 2020.) |
| 6 (Res)                               | <del>Cabot Park and the Sports Complex restrooms are closed to the public.</del> (Rescinded on November 17, 2020.)                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7 (Res)                               | <del>The City owned skate park is closed to the public.</del> (Rescinded on June 12, 2020.)                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| March 24, 2020 Executive Orders 8-11  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 8 (Res)                               | <del>Building Division Services are available on a modified basis. Building Division staff will conduct business by phone &amp; email only.</del> (Rescinded on June 15, 2021.)                                                                                                                                                                                                                                                                                                                                             |
| 9 (Res)                               | <del>Outdoor Building inspections and inspections of non-occupied spaces will continue with the application of the order of practicing social distancing. Building inspections occurring within occupied spaces will be conducted on a case by case basis. The Building Official may utilize technology, including video conferencing, for inspections. Certain inspections may also be conducted under self-certification, as determined by the Building Official.</del> (Rescinded September 1, 2021.)                    |
| 10 (Res)                              | <del>Planning Services are available on a modified level. All plan check submissions and permit issuances will be conducted electronically.</del> (Rescinded on June 15, 2021.)                                                                                                                                                                                                                                                                                                                                             |
| 11 (NA)                               | Volunteer Connection Day is canceled.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| March 30, 2020 Executive Orders 12-18 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 12 (Res)                              | <del>Street sweeping parking violations are suspended. No citations will be issued for vehicles parked during posted "No Parking for Street Sweeping" Periods.</del> (Rescinded on June 15, 2021.)                                                                                                                                                                                                                                                                                                                          |
| 13 (Res)                              | <del>The City will place a portable restroom (s) and hand washing station at the Laguna Hills Civic Center, the Laguna Hills Community Center and Sports Complex, and at Cabot Park, to further promote public health and sanitation.</del> (Rescinded on June 15, 2021.)                                                                                                                                                                                                                                                   |
| 14 (Res)                              | <del>Citations for violations of parking on public streets are hereby suspended, except for instances where a vehicle impedes traffic, causes a potential safety or traffic hazard, and/or blocks emergency access, as determined by Police Services personnel.</del> (Rescinded on June 15, 2021.)                                                                                                                                                                                                                         |
| 15 (Res)                              | <del>Law enforcement will increase neighborhood patrol checks and increase surveillance of City parks to ensure members of the public remain in compliance with all applicable County and State Public Health Orders.</del> (Rescinded September 1, 2021.)                                                                                                                                                                                                                                                                  |
| 16 (NA)                               | The Memorial Day Half Marathon, 10k and 5k event is canceled.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 17 (Res)                              | <del>Community Center Drive and Community Center parking lot closest to the Skate Park will be closed until further notice.</del> (Rescinded on June 15, 2021.)                                                                                                                                                                                                                                                                                                                                                             |
| 18                                    | The City will work with tenants of the Civic Center to explore options, including rent deferral, as requested on a case-by-case basis.                                                                                                                                                                                                                                                                                                                                                                                      |
| April 10, 2020 Executive Order 19     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 19 (NA)                               | This upcoming week of April 13th represents a critical week in the effort to "flatten the curve" by complying with the Governor's "Stay at Home" order. To that effect, as well as taking into account the addition of two Special Meetings during the week of April 14, 2020, Regular City Council meeting will be canceled. All agenda items that would otherwise be scheduled for the April 14, 2020, City Council Meeting will be rescheduled for consideration at the April 21, 2020, Special Meeting.                 |
| April 25, 2020 Executive Order 20     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 20 (NA)                               | In consideration of the addition of two Special Meetings during the week of April 20th, the Regular City Council Meeting, currently scheduled for April 28, 2020, City Council meeting will be rescheduled for consideration at the May 12, 2020, Special Meeting.                                                                                                                                                                                                                                                          |

Attachment: Full List of Executive Orders (2649 : Continuation of Local Emergency)



**May, 18, 2020 Executive Orders 21-22**

21 (Res) All recreation programs and activities, including facility reservations/rentals, are canceled through September 10, 2020. Consequently, the following part-time employees covered by Resolution No. 2018-06-26-02 are furloughed, effective May 25, 2020, indefinitely: Community Services Leader I, Community Services Leader II, and Part Time Receptionist. (Rescinded on June 15, 2021.)

22 Existing full-time employees in the Community Services Department will be transitioned to the newly-established Coronavirus Recovery Team and hereby deemed essential. These designated employees are David Reynolds, Daniel Meehan, Todd Smyser, Matt Durham and Kayle McDonald

**June 3, 2020 Executive Order 23**

23 Interim procedures to allow for the operation of certain outdoor business activities. This is an executive order authorizing the Community Development Director to administratively grant emergency temporary use permits to lawfully established commercial businesses for the utilization of private property, parking lots, sidewalks, and public property.

**June 5, 2020 Executive Order 24**

24 (Res) Beginning on June 8, City employees will return to work on a modified and limited schedule. In coordination with their respective Department Heads, employees will work staggered shifts that adhere to social distancing protocol. The use of paid administrative leave will be discontinued as of June 8, 2020. Executive Order No. 5, dated March 19, 2020, is hereby rescinded. (Rescinded on June 15, 2021.)

**June 12, 2020 Executive Order 25**

25 (Res) The City owned skatepark is open to the public beginning on June 12, 2020. Executive Order No. 7, dated March 19, 2020 is hereby rescinded. (Rescinded on July 3, 2020.)

**June 29, 2020 Executive Order 26**

26 (NA) The Street Sweeping Maintenance Services Agreement for Citywide Street and Roadway Cleaning between the City and Jonset Corporation, INC, dba Sunset Property Services, dated July 1, 2015, is a currently scheduled to expire by operation of its own terms on June 30, 2020. The Parties will enter into Amendment No. 1 to the Agreement for the purpose of extending the term of the Agreement for one-year in order to provide for continued, uninterrupted citywide street sweeping maintenance services at the same hourly rates, charges, and unit pricing and pursuant to the same terms and conditions set forth in the Agreement, subject only to a 3.3% cost of living increase in order to defer operating cost increases. The proposed one-year extension does not create the need to increase the total Maximum Annual Contract Amount set forth in Section 2.1 of the Agreement.

**July 3, 2020 Executive Order 27**

27 (Res) The City owned skatepark is open to the public beginning on July 3, 2020. Executive Order No. 25, dated June 12, 2020 is hereby rescinded. (Rescinded on October 23, 2020.)

**September 9, 2020 Executive Order 28-29**

28 (Res) The City of Laguna Hills Community Center remain closed to the public until further notice, except for the Laguna Hills Technology Branch of the Orange County Public Library and other authorized events and programs. Facility reservations/rentals, unless otherwise permitted by applicable public health orders and/or state and county public health guidelines, shall remain cancelled or suspended until further notice. Executive Order No. 3, dated March 19, 2020, is hereby rescinded. (Rescinded on June 15, 2021.)

29 (Res) Recreation programs, classes and activities, unless otherwise permitted by applicable public health orders and/or state and county public health guidelines, shall remain suspended until further notice. (Rescinded on June 15, 2021.)

**October 8, 2020 Executive Order 30**

30 (Res) Outdoor playground facilities. Located within the City's public parks, are hereby reopened on a limited basis pursuant to the public health guidelines issued for Outdoor Playgrounds on September 28, 2020, by the California Department of Public Health. The use of all outdoor playground equipment, located within the City's public parks, by members of the public shall be in conformance with the public health guidelines, including the specific outdoor playground facility use restrictions and requirements, promulgated by the California Department of Public Health. Executive Order No. 4, dated March 19, 2020, is hereby rescinded. (Rescinded on June 15, 2021.)

**October 23, 2020 Executive Order 31-32**

31 (Res) The City -owned Skate Park facility, located at the Laguna Hills Community Center and Sports Complex, is hereby reopened to the public on a limited basis and will operate in accordance with the public health guidelines issued by the California Department of Public Health (CDPH) on October 14, 2020. Attendees must adhere to physical distancing requirements and mask wearing as outlined in the CDPH's Outdoor Playground Guidance. Executive Order No. 27 related to operational status of the City- owned Skate Park, dated July 3, 2020 is hereby rescinded.

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32                                           | Subsection (k) of executive order No. 23, dated June 3, 2020, entitled "Interim Procedures to Allow for the Operation of Certain Outdoor Business Activities, " is hereby amended and restated in its entirety to read as follows: "K. Expiration. Any emergency temporary use permit shall expire fourteen (14) days after the locally declared emergency pursuant to Proclamation No. 2020-03-18-1 is terminated, unless such temporary use permit is revoked earlier by order of the Community Development Director, as authorized herein.                                                                                                         |
| <b>November 17, 2020 Executive Order 33</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 33 (NA)                                      | Cabot Park and Community Center Sports Complex restrooms are reopened to the public. Executive Order No. 6, dated March 19, 2020, is hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>December 7, 2020 Executive Order 34</b>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 34 (Res)                                     | <del>With the exception of management staff, Robert Oros, Sal Quinones, Ryan Hanley and Cindy Sands, all other employees of the City are hereby placed on work from home status until further notice. Those who are not able to work from home will be placed on paid administrative leave status. All employees, whether on paid administrative leave or on work from home status, are to be available by phone and/or electronic communication during their normal working hours.</del><br>(Rescinded on March 11, 2021.)                                                                                                                           |
| <b>March 11, 2021 Executive Orders 35-36</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 35 (NA)                                      | Community Center Drive and Community Center parking lot closest to the Skate Park are open. Executive Order No. 17, dated March 30, 2020, is hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 36 (Res)                                     | <del>With the exception of management staff, Robert Oros, Sal Quinones, Ryan Hanley and Cindy Sands, Dan Meehan, Kayle McDonald, Matt Durham, and Todd Smyser all other employees of the City are hereby placed on work from home status until further notice. Those who are not able to work from home will be placed on paid administrative leave status. All employees, whether on paid administrative leave or on work from home status, are to be available by phone and/or electronic communication during their normal working hours. Executive order No. 34, dated December 7, 2020, is hereby rescinded.</del> (Rescinded on June 15, 2021.) |
| <b>June 15, 2021 Executive Orders 37-46</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 37 (NA)                                      | City Hall is open to the public during normal business hours. Executive Order No. 2, dated March 19, 2020, is hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 38 (NA)                                      | Building Department services are available during normal business hours. Executive Order No. 8, dated March 24, 2020, is hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 39 (NA)                                      | Planning Department services are available during normal business hours. Executive Order No. 10, dated March 24, 2020 is hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 40 (NA)                                      | Citations for all violations of parking on public streets will recommence on June 15, 2021, including, but not limited to, street sweeping parking violations. Executive Order No. 12 and Executive Order No. 14, both dated March 30, 2020, are hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                    |
| 41 (NA)                                      | Portable restrooms are no longer needed. Executive Order No. 13, dated March 30, 2020, is hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 42 (NA)                                      | Furlough for part-time employees is cancelled. Executive Order No. 21, dated May 18, 2020, is hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 43 (NA)                                      | The Laguna Hills Community Center is open to the public during normal business hours. Executive Order No. 28, dated September 9, 2020, is hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 44 (NA)                                      | Recreation programs, classes and activities, will resume in accordance with normal operating procedures and the approved budget. Executive Order No. 29, dated September 9, 2020, is hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 45 (NA)                                      | Outdoor playground facilities are open to the public. Executive Order No. 30, dated October 8, 2020, is hereby rescinded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 46 (NA)                                      | City Employees are returned to work during normal office hours Monday through Thursday and, in coordination with their respective Department Heads, employees will work remotely on Fridays. The use of paid administrative leave will be discontinued as of June 1, 2021. Executive Order No. 24, dated June 5, 2020, is hereby rescinded. Executive Order No. 36, dated March 11, 2021 is hereby rescinded.                                                                                                                                                                                                                                         |





# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021

**TO:** Mayor and Council Members

**FROM:** Melissa Au-Yeung  
Deputy City Manager

**ISSUE:** Second Reading & Adoption of Proposed Ordinance Amending and Restating Chapter 5-32 (Solid Waste) of the City of Laguna Hills Municipal Code to Implement State Organics Recycling Mandates

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**RECOMMENDATION:** That the City Council adopt an Ordinance entitled: “An Ordinance of the City Council of the City of Laguna Hills, California, amending and restating Chapter 5-32 (Solid Waste) of Title 5 (Health and Sanitation) of the City of Laguna Hills Municipal Code, implementing SB 1383 organic recycling regulations.”

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#### **SUMMARY:**

The proposed Ordinance will amend and restate Chapter 5-32 (Solid Waste) of Title 5 (Health & Sanitation) of the Laguna Hills Municipal Code. Specifically, the proposed Ordinance will bring the Laguna Hills Municipal Code up-to-date incorporating the organic waste recycling requirements of Senate Bill No. 1383 to meet the Statewide diversion goals.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 4-0-1 (Mayor Pezold was absent). It is in order to adopt the Ordinance.

#### **ATTACHMENTS:**

- Proposed Ordinance
- November 9, 2021, Introduction of Ordinance Staff Report and Attachments

## ORDINANCE NO. 2021-X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5-32 (SOLID WASTE) OF TITLE 5 (HEALTH & SANITATION) OF THE CITY OF LAGUNA HILLS MUNICIPAL CODE, IMPLEMENTING SB 1383 ORGANIC RECYCLING REGULATIONS

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1.        Purpose and Findings.

The City Council of the City of Laguna Hills finds and declares as follows:

- (a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), requires cities to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (b) State recycling law, Assembly Bill 341 of 2011 (which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code), places requirements on businesses and multi-family residential property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program.
- (c) State organics recycling law, Assembly Bill 1826 of 2014 (which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code), requires businesses and multi-family residential property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program.
- (d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source

of methane. The regulations place requirements on multiple entities including the City, residential households, businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of Statewide organic waste disposal reduction targets.

- (e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the City to adopt and enforce regulations to implement relevant provisions of SB 1383 regulations. This ordinance is adopted in compliance with the foregoing laws and regulations.

## SECTION 2. Code Amendment.

Chapter 5-32 of Title 5 of the City of Laguna Hills Municipal Code is amended and restated to read as provided in Exhibit "A" attached hereto and incorporated herein by reference.

## SECTION 3. Severability.

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 4. Certification / Publication.

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.

## SECTION 7. Effective Date.

This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk, or his or her duly appointed deputy, shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published as required by law.

PASSED, APPROVED, AND ADOPTED this X day of X 2021.

\_\_\_\_\_  
ERICA PEZOLD, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2021-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the X day of X 2021, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the X day of X 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

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

AFFIDAVIT OF POSTING  
AND PUBLICATION

MELISSA AU-YEUNG, 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. 2021-X, being:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5-32 (SOLID WASTE) OF TITLE 5 (HEALTH & SANITATION) OF THE CITY OF LAGUNA HILLS MUNICIPAL CODE, IMPLEMENTING SB 1383 ORGANIC RECYCLING REGULATIONS

on the X day of X 2021, and on the X day of X 2021, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, by the X day of X 2021, and the X day of X 2021, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall  
Laguna Hills Community Center  
La Paz Center

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK  
Laguna Hills, California

## EXHIBIT A

**Chapter 5-32**  
**SOLID WASTE AND RECYCLING**

## Sections:

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Attachment: Proposed Ordinance (2646 : Second Reading & Adoption of Ordinance Amending and Restating Chapter 5-32 (Solid Waste))



## EXHIBIT A

**5-32.010 Declaration of purpose.**

- A. The purpose of this Chapter is to regulate Municipal Solid Waste (MSW) and Divertable Materials handling in order to protect the public health, safety and welfare and to meet the City's obligations under the California Integrated Waste Management Act 1989 (Public Resources Code Sections 40,000 et seq. as amended from time to time) (Hereinafter "AB 939").
- B. The City is obligated by AB 939 to implement plans for MSW source reduction, reuse, and Recycling (including Composting) to meet specified achievement milestones.
- C. State Recycling law, Assembly Bill 341 of 2011 requires businesses and Multi-Family property owners that generate a specified threshold amount of MSW to arrange for Recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program.
- D. State organics Recycling law, Assembly Bill 1826 of 2014 requires businesses and Multi-Family property owners that generate a specified threshold amount of MSW, Recycling, and Organic Waste per week to arrange for Recycling services for that waste, requires the City to implement a Recycling program to Divert Organic Waste from businesses subject to the law, and requires the City to implement a Mandatory Commercial Organics Recycling program.
- E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City, Residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- F. SB 1383 further requires the City to adopt and enforce an ordinance to implement relevant provisions of SB 1383 Regulations. The ordinance amending this Chapter will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- G. Pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059 aspects of MSW handling of local concern include, but are not limited to, the frequency of Collection, means of Collection and transportation, level of service, charges and fees, and whether MSW services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive Franchise, contract, license or permit, and the terms and conditions of such Franchise, license or permit.

## EXHIBIT A

**5-32.020 Definitions.**

For the purposes of this Chapter, unless otherwise apparent from the context, certain words and phrases used in this Chapter are defined as provided for below. Certain definitions shall have the same meaning as established in AB 939, the California Integrated Waste Management Act of 1989, as amended from time to time, and the regulations of the California Department of Resources Recycling and Recovery (CalRecycle) codified at Title 14 of the California Code of Regulations, Division 7 (commencing with Section 17000), as amended from time to time, which definitions shall take precedence to be consistent with State law and regulations.

"AB 939" means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code Section 40000 et seq., as it may be amended from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery, or its successor.

"Anaerobic Digestion Facility" ("AD Facility") means a facility that uses a biological process that decomposes organic matter in an environment with little or no oxygen resulting in a biogas and a liquid/solid stream called anaerobic digestate. The decomposition occurs in a four-step process: hydrolysis, acidogenesis, acetogenesis, and methanogenesis to break down organic matter into methane, carbon dioxide, water and anaerobic digestate/residuals.

"Bioengineered Feedstock" means a mixture of materials utilized in wastewater treatment plants (WWTP's) or publicly owned treatment works (POTW's) to produce biogas. (This process is also referred to as "wet anaerobic digestion".) Bioengineered Feedstock may include primary and/or secondary sludge, greases from the WWTP grease trap, and organic materials such as Food Scraps from households or other organic materials from industries that have been pre-treated and liquefied to the required consistency.

"Bioengineered Feedstock Facility" means a Processing Facility that accepts Food Scraps and other Bioengineered Feedstock, chops, macerates or otherwise size-reduces the incoming materials, mixes the material with liquid and produces a slurry which is then transported or otherwise delivered to a wastewater treatment plant or similar facility for use as a Bioengineered Feedstock to produce methane.

"Biomass Conversion Facility" (Biomass) means a facility which uses the controlled combustion of the following materials (when separated from MSW) to produce electricity or heat: (1) agricultural crop residues; (2) bark, lawn, yard and garden clippings; (3) leaves, silviculture residue, tree and brush prunings; (4) Wood, Wood chips and Wood waste; or (5) non-recyclable pulp or non-recyclable paper.

"Blue Container" means a container where either: (a) the lid of the container is in blue color, or (b) the body of the container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a blue container may be any color. Blue Containers shall be used for the purpose of storage and Collection of Recyclable Materials.

"Brown Container" means a container where either: (a) The lid of the container is brown in color, or (b) the body of the container is brown in color and the lid is either brown, gray, or black in color. Hardware such as hinges and wheels on a Brown container may be any color. Brown Containers shall be used for

## EXHIBIT A

the purpose of storage and Collection of Food Scraps only if directed by the City in accordance to Sections 5-32.100 and 5-32.110 of this Chapter.

“Bulky Goods” means furniture, household or industrial appliances, mattresses, shipping crate, oversized yard waste such as tree trunks and large branches if no larger than two feet (2’) in diameter and four feet (4’) in length, and other large, bulky or heavy objects not normally discarded on a regular basis at Single-Family and Multi-Family dwellings, or Commercial establishments. Bulky Goods does not include automobile bodies or Construction and Demolition Debris.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“City Property” means property that the City of Laguna Hills owns in fee or over which it has an easement, including but not limited to public streets, public right-of-ways, and public parkways.

“City Receptacles” means any object designed and used to hold MSW and Divertable Materials provided by the City for public use such as City Parks, City facilities and facilities maintained by the city.

“Clean Materials Recovery Facility” or “Clean MRF” means a MRF, or that portion of a MRF that processes Recyclable Materials such as Single-Material Recyclables and Single Stream Recyclable Materials, containing no more than the maximum residue allowed by CalRecycle permit regulations (10% residue).

“Collection” or “Collect” means the taking of physical possession of MSW, Recyclable Materials, Yard Trimmings, Food Scraps, Construction and Demolition Debris or other materials from customers, and their transport to a Processing Facility, transfer station or landfill.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential dwelling. A Multi-Family Residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined below. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

- A. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
  - (1) Supermarket.
  - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
  - (3) Food Service Provider.

## EXHIBIT A

- (4) Food Distributor.
- (5) Wholesale Food Vendor.
- B. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
  - (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
  - (2) Hotel with an on-site Food Facility and 200 or more rooms.
  - (3) Health facility with an on-site Food Facility and 100 or more beds.
  - (4) Large Venue.
  - (5) Large Event.
  - (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
  - (7) A Local Education Agency facility with an on-site Food Facility.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

“Compliance Review” means a review of records by city to determine compliance with this Chapter.

“Composting” means the creation of Compost.

“Compost Facility” means a facility that processes one or more of the following that have been source-separated from MSW: Food Scraps, Yard Trimmings, Wood, and Food-Soiled Paper such as paper napkins and paper towels by means of outdoor windrow Composting, aerated static pile Composting, covered Composting, vermiculture, or other outdoor Composting methods or covered Composting with use of either finished Compost or fabric, synthetic or other type(s) of cover(s) applied to the Composting piles.

“Compost” is the product resulting from the controlled biological decomposition of organic material that are Source Separated from the MSW stream and that has been sanitized through the generation of heat and processed to further reduce pathogens’ (PFRP), as defined by the U.S. EPA (Code of Federal Regulations Title 40, Part 503, Appendix B, Section B), and stabilized to the point that it is beneficial to plant growth. Compost bears little physical resemblance to the raw material from which it originated. Compost is an organic matter source that has the unique ability to improve the chemical, physical, and biological characteristics of soils or growing media. It contains plant nutrients but is typically not characterized as a fertilizer.

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“Contamination” means materials which are not specified for Collection in particular Containers and Receptacles or for processing at any Processing Facility and which would either interfere with such processing or reduce the quality and value of the Recovered Materials. For example, metals and plastics constitute “Contamination” if placed in a Food Scraps and Yard Trimmings Container (or Green Container). Tree trimmings or Food Scraps constitute “Contamination” if placed in a Recyclable Materials Container (or Blue Container). Contamination of MSW means the presence of Divertable Materials in the MSW Container (or Gray Container) such as Recyclable Materials, Food Scraps, Construction and Demolition Debris, and/or Yard Trimmings.

“Contaminate” means the act of “Contamination.”

“Containers” means any object designed and used to hold MSW and Divertable Materials. Recyclable Materials, Food Scraps, Yard Trimmings or Construction and Demolition Debris to be collected by the Franchisee. Containers include carts, bins, open-top roll off boxes, and compactors.

“Construction” means the building, rehabilitation, remodeling, renovation or repair of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

“Construction and Demolition Debris” or “C&D” includes building materials such as Wood, sheetrock, metals, concrete, asphalt, dirt, yard trimmings from grubbing, packaging and rubble resulting from Construction, remodeling, repair or Demolition operations on pavements, houses, commercial and industrial buildings, and other structures and improvements.

“Demolition” means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

“Disposal Site” means the City-designated Landfill(s), transfer station(s) or other facility(ies) used for the disposal of MSW.

“Divertable Materials” or “Divertable” means Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris, Special Collection Services materials, and all other materials that can be diverted from disposal. Divertable Materials includes, but is not limited to, all materials required to be Diverted from disposal by the City, CalRecycle or any state or federal agency. Divertable Materials includes Food Soiled Paper only when directed by the City and in accordance to the Franchise.

“Diversion” or “to Divert” means any combination of Recycling, sorting, Composting, and/or other processing activities conducted at a Clean MRF, a Compost Facility, an Anaerobic Digestion Facility, a Bioengineered Feedstock Facility, a Construction and Demolition Debris Processing Facility or another City-approved Processing Facility in order to prepare, use and/or market the materials for reuse, remanufacture, reconstitution or to otherwise return the materials to the economic marketplace and to prevent the materials from being disposed in a landfill.

“Diversion Programs” means Collection of Recyclable Materials, Yard Trimmings, Food Scraps, Wood, Construction and Demolition Debris, and processing of said materials at a Clean MRF, a Compost Facility,

**EXHIBIT A**

a Construction and Demolition Debris processing facility or other Processing Facility. Diversion Programs include all City Special Collection Services and other programs; and programs supported by residents, Commercial Businesses, or other Persons that have the effect of diverting materials from landfill. Diversion Programs includes all of the programs included in the City's Source Reduction and Recycling Element and all of the programs included in the Franchise.

"Edible Food" means food intended for human consumption. For the purposes of this Chapter, Edible Food is not MSW if it is recovered and not discarded. Nothing in this Chapter requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Electronic Waste" or "E-Waste" includes discarded video display devices such as a television screen, computer monitor, plasma television screen, computer CPU's, LED screens and monitors, computer keyboards, computer mouse, printers, desk copiers, multi-function desktop machines (such as a combination printer/fax/copier), LED bulbs, VCR's, DVD/CD/tape players, cellular telephones, microwave ovens, toasters, irons, stereos and speakers, cables, scanners and all other corded appliances and corded devices.

"Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed.

"Food Recovery Organization" means an entity that engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter.

"Food Recovery Service" means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery. A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter.

"Food Scraps" means material resulting from the production, processing, preparation or cooking of food for human consumption that is separated from MSW. Food Scraps include surplus or unsold Edible Food,

**EXHIBIT A**

raw food left over after food preparation, leftover cooked food, as well as spoiled food such as vegetables and culls, and plate scrapings. Food Scraps includes, without limitation, Food Scraps from food facilities as defined in California Health and Safety Code Section 113789, food processing establishments (as defined in California Health and Safety Code Section 111955), Grocery Stores, farmer's markets, institutional cafeterias (such as schools, hospitals and assisted living facilities), Restaurants, and Residential Food Scraps. Food Scraps does not include Food Soiled Paper.

"Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

"Food Soiled Paper" means material that has come in contact with food or liquid, such as, but not limited to, paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, waxed paper, butcher paper, paper take-out boxes and food containers, greasy pizza boxes, paper bags, cardboard and wax-coated cardboard produce boxes. Food Soiled Paper does not include polystyrene, diapers, aluminum foil or foil-lined food wrap.

"Franchise" means the right or privilege conferred by the City on one or more private entities for the Collection, transportation or other handling of MSW, Divertable Materials, Special Collection Services, and Temporary Collection Services.

"Franchisee" means any individual, joint venture, partnership, unincorporated private organization or private corporation regularly engaged in the business of providing solid waste handling services pursuant to a Franchise agreement with the City.

"Generator" means any Person whose act first causes discarded materials to become subject to regulation under this Chapter or under federal, State, or local laws or regulations. Generator also means a "Customer."

"Gray Container" means a container where either: (a) the lid of the container is gray or black in color, or (b) the body of the container is entirely gray or black in color and the lid is gray or black in color. Hardware such as hinges and wheels on a Gray Container may be any color. Gray Containers shall be used for the purpose of storage and Collection of MSW.

"Green Container" means a Container where either: (a) the lid of the container is green in color, or (b) the body of the Container is green in color and the lid is green, gray or black in color. Hardware such as hinges and wheels on a Green Container may be any color.

- (1) Green Containers shall be used for the purpose of storage and Collection of Food Scrapes and Yard Trimmings for Single-Family Collection service.
- (2) The Green Container shall be limited to the storage and Collection of Food Scraps for Commercial and Multi-Family Collection service, unless further segregation of Food Scraps



## EXHIBIT A

and Yard Trimmings is required and directed by City in accordance to Sections 5-32.100 and 5-32.110 of this Chapter.

“Green Waste” means “Yard Trimmings.”

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

“Hazardous Waste” means any substance, waste or mixture of wastes defined as “Hazardous Substance” or “Hazardous Waste” pursuant to Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. Section 9601 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. Section 9601 et seq., and all future amendments to either of them, or as defined by the California Department of Resources Recycling and Recovery, and all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code § 25110.02, § 25115, and § 25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA). Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term “Hazardous Waste” shall be construed to have the broader, more encompassing definition.

“High Diversion Organic Materials Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5).

“Household Hazardous Waste” or “HHW” means any Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste does not include any waste generated in the course of operating a business or commercial activity at a residence or at any Commercial Business Establishment. Typical Household Hazardous Wastes include used motor oil and oil filters, antifreeze and other vehicle fluids, paints and varnishes, pesticides, herbicides, pool chemicals and cleaning supplies.

“Inspection” means a site visit where the City reviews records, Containers, Receptacles, and an entity’s Collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter.

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public,



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nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

“Local Education Agency” means a school district, charter school, or County office of education that is not subject to the control of City or County regulations related to MSW and Divertable Materials.

“Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility.

“Multi-Family” means a building, dwelling unit or complex containing multiple dwelling units that house more than four residences and that receive centralized Collection service from Containers (i.e. bins, carts, compactors and/or roll off boxes) in enclosures or other designated areas. Apartment complexes, condominiums, townhouses, gated developments, HOA’s, mobile home parks and similarly configured housing complexes are included if they have centralized service. Multi-Family does not include Single-Family residences, duplexes, tri-plexes, four-plexes or any residences that have individual cart Collection service.

“Municipal Solid Waste” or “MSW”, for the purposes of this Chapter, means the variable portion of all non-hazardous discarded materials that is left over after all Diversion Programs are utilized by the owners and/or occupants of all Premises in the City. The owners and/or occupants of all Premises within the City are provided with separate, designated Containers for MSW, Recyclable Materials, Yard Trimmings and Food Scraps ((with the exception of non-food generating Commercial and Business Establishments) and Construction and Demolition Debris (where applicable)). The owners and occupants of all Premises separate and place discarded materials in the appropriate Container provided to their Premises. City provides Special Collection Services and third parties provide Diversion Programs for Diversion of household appliances, E-Waste, grease, fats, oils and other Divertable Materials. MSW is the material placed by owners and/or occupants in the MSW Container and does not include materials placed in the other Containers designated for Divertable Materials or Diverted via other Diversion Programs.

MSW does not include (1) Hazardous Waste, (2) low-level radioactive waste regulated under California Health and Safety Code Sections 25800, et seq., or (3) untreated medical waste which is regulated pursuant to the Medical Waste Management Act, California Health and Safety Code Sections 25015, et seq.

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“Organic Waste” or “Organic Materials” means, for the purposes of this Chapter, Food Scraps and Yard Trimmings.

“Person” means any individual, firm, partnership, limited liability company, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, municipality, district or other political subdivision or any group or combination acting as a unit.

“Premises” means any building, dwelling, or site in any zone within the City from which any activity is conducted, including, without limitation, Residential, service, nonprofit, governmental, institutional, educational, industrial, commercial or agricultural uses.

“Processing Facilities” means facilities where the following activities are conducted: sorting, cleaning, treating, Composting, and reconstituting collected materials and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards of the market place. Processing Facilities include Clean Materials Recovery Facility, Composting Facilities, Anaerobic Digestion Facilities, Bioengineered Feedstock Facilities, wastewater treatment plants, Construction and Demolition Debris sorting facilities, and concrete and asphalt grinding facilities. Processing Facilities do not include waste-to-energy, Biomass, thermal destruction, or any type of Transformation facilities.

“Receptacles” means any object designed and used to hold MSW and Divertable Materials provided by Commercial Businesses for employee and customer use.

“Recovered Materials” means those materials that are processed at a MRF, Compost Facility, Anaerobic Digestion Facility, Bioengineered Feedstock Facility, Construction and Demolition Debris processing facility or any other Processing Facility and thus Diverted from landfill disposal.

“Recyclable Materials” means material which otherwise would become, or be treated as, MSW but which, by means of a process of collecting, sorting, cleansing, treating and reconstructing, may be returned to the economic mainstream in the form of finished or source material for new, reused or reconstituted products, which may be used in the marketplace. Recyclable Materials includes Single-Stream Recyclable Materials and Single Material Recyclables. Recyclable Materials includes, but is not limited to, paper, books, magazines, cardboard, boxes, plastics, metals, glass, and other similar materials authorized by the City for Collection by the Franchise. Recyclable Materials does not include Food Scraps, Yard Trimmings, or Construction and Demolition Debris.

“Recycle” or “Recycling” shall mean the process of collecting, transferring, sorting, cleansing, treating, and reconstituting materials that would otherwise become MSW, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

“Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in Containers (level of fill) and/or presence of Contamination.

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“Residential Premises” or “Residential” includes Single-Family dwellings, Multi-Family dwellings (such as townhouses, apartments, and condominiums), gated developments, HOA’s and mobile home parks that are provided individual Collection service at each dwelling unit, whether by means of walk-in or curbside Collection, and which may be individually billed by Contractor or billed, as part of a central billing process, by the HOA or Property Manager.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-Premises or immediate consumption.

“Route Review” means a visual Inspection of Containers along a hauler’s Collection route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras.

“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Scavenging” means the unauthorized removal of MSW and/or Divertable Materials from Containers of the Franchisee or City Receptacles. Public Resources Code Section 41950 prohibits the Scavenging of paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, or other Divertable Materials from Containers and or City Receptacles.

“Scout Service” means moving individual Containers of MSW, Recyclable Materials, Yard Trimmings and/or Food Scraps to a centralized location on the property where the Containers can be emptied by a Collection vehicle (i.e. frontloader) and then returned to their original locations. The Containers are moved by a pickup truck, motorized utility cart or other similar lightweight vehicle. Scout Service is used to save wear and tear on pavement in parking lots and driveways and to save Collection time. Instead of traveling to the location of each individual Container to empty the Container, the Collection vehicle (i.e. frontloader) only travels to one centralized location where the scout brings the full individual Collection Containers for pickup.

“Self-Haul” means the hauling of MSW and/or Divertable materials to a Processing Facility or Disposal Site or other type of facility by a Generator, owner, or occupant of any Premises.

“Single-Family” means Single-Family residences, duplexes, tri-plexes, four-plexes or any residences that have individual cart Collection service.

“Single-Material Recyclables” means those Recyclable Materials which satisfy each of the following requirements: (1) have been segregated from MSW for handling different from that of MSW by or for the Generator thereof; (2) have been further segregated so that various types of Recyclable Materials, such as glass, metals, paper, cardboard, etc., are not commingled; and (3) after such segregation, contain no more than ten percent 10% Contamination by weight.

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“Single Stream Recyclable Materials” or “Single Stream Recyclables” means those Recyclable Materials collected as separated from MSW by the Generator and consisting of a mixture of metals, glass, plastics #1-7, and all paper grades from Single-Family Premises, Commercial Business Establishments and Multi-Family. Single Stream Recyclable Materials are distinguished from Single-Material Recyclables, which consist of only a single type of material, such as glass, separated from other recyclables.

“Source Reduction and Recycling Element (SRRE)” means plans prepared by all jurisdictions in accordance with Public Resources Code section 41000 et seq. The SRRE sets forth a jurisdiction's basic strategy for management of MSW and Divertable Materials generated within its borders, with emphasis on implementation of Source Reduction, Recycling, and Composting programs Source Reduction, Recycling, and Composting programs.

“Source Separated” means materials that have been separated or kept separate from the MSW stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the Generator, property owner, property owner’s employee, property manager, or property manager’s employee into different Container and/or Receptacles for the purpose of Collection such that Source Separated materials are separated from MSW for the purposes of Collection and processing.

“Special Collection Service” means programs, offered by the City or the City’s Franchisee, for the collection of Universal Waste, Household Hazardous Waste, Electronic Waste, Bulky Goods, holiday trees, and other Diversion Programs.

“Supermarket ” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

“Transformation Facility” means a facility utilizing incineration, pyrolysis, distillation, or biological conversion other than Composting and does not include Composting, gasification, Biomass conversion or “wet” or “dry” Anaerobic Digestion.

“Temporary Collection Service” means Collection of occasional, non-continuing accumulations of waste which is not generated from on-going activities or operations, but which is either:

- (1) C&D resulting from Construction, remodeling, repair, Demolition, site preparation, or grading; or
- (2) Other temporary MSW and/or Divertable Materials Collection where a container is provided for no more than 30 consecutive days, or no more than 60 days in any 90-day period.

“Universal Waste” are any of the Hazardous Wastes that are listed in section 66261.9 of Article 1, Chapter 11, Division 4.5 of Title 22 of the California Code of Regulations (22 CCR Section 66261.9), which

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includes electronic devices, batteries, electric lamps, fluorescent tubes and bulbs, high intensity discharge lamps, sodium vapor lamps and lamps that contain added mercury, mercury-containing equipment, CRT, CRT glass, and non-empty aerosol cans.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

“Wood” means all non-hazardous Wood material that is not painted with lead-based or other paints containing materials identified as Hazardous Waste, or treated with creosote or other hazardous materials. Wood includes, but not limited to, tree branches and other Wood trimmings, dimensional lumber and other pieces of Wood generated during the manufacture or processing of Wood products, Wood generated as part of the harvesting or processing of raw woody crops, and the Wood debris from Construction and Demolition activities.

“Yard Trimmings” means tree and shrub trimmings, grass cuttings, leaves, branches, and similar materials.

### **5-32.030 MSW and Divertable Materials removal.**

- A. MSW and Divertable Materials generated, produced or accumulated in or about Single-Family and Multi-Family, or other place of human habitation, shall be removed from the Premises at least once each week, unless a waiver is approved by the City in accordance to Section 5.32-080. If conditions warrant, the County Health Officer or City manager may require a greater frequency of removal.
- B. MSW and Divertable Materials created, generated, produced or accumulated at Commercial Businesses shall be removed from the Premises at least once every week, unless a waiver is approved by the City in accordance to Section 5.32-080. If conditions warrant, the County Health Officer or City manager may require a greater frequency of removal.
- C. It is unlawful for the Person, having control or possession of the Premises described in the preceding paragraphs, to fail or neglect to provide for the removal of MSW and Divertable Materials. Each day’s violation of this section shall be treated and considered as a separate and distinct offense.

### **5-32.040 Franchise Collection Containers.**

- A. Except for those Persons described or engaged in the activities described in Section 5-32.060(B)-(N), MSW and Divertable Materials shall be placed for Collection in Containers provided by the Franchisee, except when Special Collection Services are authorized and then only in accordance with directions provided by the City’s Franchisee.

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- B. Single-Family Collection Containers shall be placed adjacent to the street, or curb thereon, not earlier than twenty-four (24) hours before Collection is scheduled and removed therefrom not later than twenty-four (24) hours after Collection.
- C. Commercial and Multi-Family Containers shall be placed in enclosures for the storage and Collection of MSW and Divertable Materials. Collection of the Containers in designated areas and enclosures may be serviced utilizing a Scout Service vehicle.
- D. Containers for Temporary Collection Service shall be placed, maintained, and removed in accordance with the City Franchise. Except for the City's Franchisee, it is unlawful for any Person to place a Container for Temporary Collection Service in or on the public right-of-way.

**5-32.050 Franchises.**

- A. Authority. The City may provide for the Collection, transportation, and processing of Divertable Materials by Franchise; and the Collection, transportation, and disposal of MSW by Franchise. If the City awards an exclusive Franchise, the terms of the Franchise agreement shall govern the rights and obligations of the City and the Franchisee.
- B. Franchise Required. Except as otherwise provided in this chapter, it is unlawful for any Person other than the Franchisee to transport or collect MSW or Divertable Materials in the City or to lease, rent, or charge a fee for use of Containers, including Temporary Collection Service, for MSW or Divertable Materials Collection to any Person in the City. Persons and Self-Haulers identified in Section 5-32.060 and 5-32.070 shall not be required to have a Franchise.
- D. Hazardous Waste Inspection and reporting.
  - 1. The Franchisee shall inspect MSW and Divertable Materials put out for Collection in its respective Containers, and shall reject for Collection MSW and Divertable Materials observed to be Contaminated with Hazardous Waste. The Franchisee shall promptly notify the City and all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and local emergency response provides and the National Response Center of reportable quantities of Hazardous Waste, found or observed in MSW or Divertable Materials anywhere within the City. In addition to other required notification, if the Franchise observes any substances, which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on any City Property, including storm drains, streets or other public rights-of-way, the Franchisee shall immediately notify the City manager or his or her designee.
  - 2. The Franchisee shall maintain records showing the types and quantities, if any, of Hazardous Waste found in MSW or Divertable Materials and which was inadvertently collected from service recipients within the City but diverted from landfill disposal.
- E. Customer service.

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1. The Franchisee shall maintain an office accessible by a local phone number, with office hours between the hours of eight a.m. and five p.m. daily, except Sundays and holidays. Each office shall be staffed with a knowledgeable representative, trained to respond to customer questions and complaints. An emergency telephone number shall be provided to the City for use outside normal business hours.
2. The protection of the public health, safety and well-being require that service complaints be acted on promptly and that a record be maintained in order to permit the City and the Franchisee to identify potential public health and safety problems. Accordingly, all service recipients' complaints shall be directed to the Franchisee. During office hours, the Franchisee shall record all complaints, including the date, time, complainant's name and address if the complainant is willing to give his information, and date, and manner of resolution of the complaint. This information shall be maintained for the period of the Franchise. The record of service complaints shall be made available for review by representatives of the City during the Franchisee's office hours.

F. Collection equipment.

1. Vehicles operated by the Franchisee shall be maintained in good operating condition and free of graffiti. Vehicles using compaction mechanisms during the stationary compaction process shall not exceed a single-event noise level of seventy-five (75) decibels (dBA) at a distance of twenty-five (25) feet from the Collection vehicle measured at an elevation of five feet above ground level. The Franchisee shall submit to the City, upon City's request, a certificate of vehicle noise level testing by an independent testing entity of a representative sample of all vehicles.
2. The Franchisee shall comply with all regulations promulgated by all agencies with jurisdiction over the safe, sanitary operation of all of their equipment. The Franchisee shall not damage private streets over which their respective Collection equipment may be operated and shall obtain all required approvals for operation of its respective Collection vehicles on private streets.

- G. Maintenance of Collection Containers. The Collection Containers provided by the Franchisee, including Temporary Collection Service Containers, shall be kept in a clean, painted, and serviceable condition. Graffiti shall be promptly removed, but no later than twenty-four (24) hours after notice by a service recipient or City. Containers shall be steam-cleaned or replaced at least once a year. The City manager or his or her designee has the authority to require the Franchisee to replace promptly any Container, which in the City manager's or his or her designee's reasonable discretion is not in a clean, painted, or serviceable condition.



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**5-32.060 Collection by Persons other than Franchisee.**

- A. Except for Franchisee(s) and except for Self-Haulers and Persons described or engaged in activities described in Subsections (B) - (N) below, it is unlawful for any Person to engage in MSW and/or Divertable Materials Collection services within the City, and all Persons currently engaging in MSW and/or Divertable Materials handling services within the City shall cease such operations immediately upon receiving written notice from the City.
- B. Actual MSW and Divertable Materials Generators. The actual producers of MSW and Divertable Materials and the owners of property upon which MSW and Divertable Materials has accumulated may personally engage in MSW and Divertable Materials handling services, but only as to the MSW and Divertable Materials which they have actually produced or which has accumulated on their own property, and provided that they comply with the provisions of this Chapter and with any other governing laws. Except in accordance with Subsections (C) and (D), actual producers and property owners shall not allow any other Person, except the City's Franchisee, to perform MSW and Divertable Materials Collection services for the MSW and Divertable Materials which they have produced, which has accumulated on their property, or which they otherwise own or control.
- C. Construction contractors. The actual producers of Construction and Demolition Debris and the owners of property upon which Construction and Demolition Debris has accumulated may engage the contractor who produced all or a part of said Construction and Demolition Debris to perform handling services or all or part of the Construction and Demolition Debris generated during the Construction or Demolition project; provided that all such contractors comply with the provisions of Chapter 5-48 and with any other governing laws. Said actual producers and property owners shall not allow any other Person, except for the City's Franchisee or the contractor described in this subsection, to perform Collection services for the Construction and Demolition Debris which they have produced, which has accumulated on their property, or which they otherwise own or control.
- D. Gardeners and landscapers. Subject to Section 5-32.070, Gardeners or landscapers may transport Yard Trimmings or MSW and/or Divertable Materials generated by their work, only if transported by their own employees in the gardener or landscaper's own vehicles to Processing Facilities.
- E. Cleanup services. Subject to Section 5-32.070, any Person whose primary business is the cleanup of waste on the property of another and who, incidental to such business:
  - (1) Hauls only the MSW and/or Divertable Materials which he/she cleans up and no other MSW and/or Divertable Materials;
  - (2) Uses his/her own vehicle to haul the MSW and/or Divertable Materials which he/she cleans up;



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- (3) Does not use a Container, whether or not such Container is left at the cleanup site, to accomplish the cleanup, Collection, or transportation of the MSW and/or Divertable Materials; and
  - (4) Does not use a commercial vehicle such as a front loader, side loader, or rear loader.
- F. Compactor lessors. Persons may lease stationary compactors, which are Containers approximately ten to 50 cubic yards in capacity with a trash compaction mechanism attached that pushes and compresses waste into the Container, and that must be removed from the Collection site for disposal, or compaction units that attach to smaller Collection bins that are typically one to eight cubic yards.
- G. Non-profit charities. Non-profit charities registered with the attorney general of the State periodically accepting donations of Divertable Materials may transport the Divertable Materials, provided that the charity transport the Divertable Materials to a Processing Facility and that charity volunteers and employees comply with the provisions of this Chapter and with any other governing laws.
- H. Transport only. Any Person may haul MSW and/or Divertable Materials generated and collected in other jurisdictions over City streets provided they comply with the provisions of this Chapter and with any other governing laws, and provided further that they do not engage in any MSW and/or Divertable Materials Collection services within the City.
- I. Document destruction companies. Companies whose primary purpose is the destruction of documents/records that, incidental to this purpose, collect paper and deliver such paper, after shredding/destruction, to a Processing Facility, are not required to obtain a Franchise or recycling permit to transfer and Recycle this material.
- J. Emergencies. In the event of an emergency, including, but not limited to, the breakdown of equipment or other unforeseen or unpreventable circumstances, or where in the judgment of the City the particular situation justifies such action, the City may issue limited or temporary contracts to any Person to perform MSW and Divertable Materials handling services, subject to reasonable fees, charges and conditions as the circumstances may warrant and as the parties involved may agree upon; provided that such fees and charges received from or paid to any Person under this subsection for any period exceeding 15 days in duration shall be approved by the Council.
- K. Food Scraps that are processed on-site at a Residential Premises, Commercial Premises, Industrial Premises or Institutional Premises using either conventional Composting or by using a Food Scrap Commercial appliance. Yard Trimmings that are processed on-site at a Residential, Commercial, Industrial or Institutional Premises using Composting or mulching.
- L. Food Scraps that are separated by the Customer and not placed for Collection by Contractor and that are donated, sold or the Customer pays for Collection and delivery of the Food Scraps for

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use as animal feed. This includes Food Scraps that are Self-Hauled by the Customer to any entity or Person for use as animal feed.

- M. Recyclable beverage containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code Section 14500 et seq.
- N. Edible Food for Human Consumption that is collected by any Person, including but not limited to, non-profit organizations, for-profit organizations, partnerships or other entities, volunteers, individuals and activities of any Persons that provide any of the following services:
  - (1) Arrange for the Collection of Edible Food and for the delivery of such Edible Food to locations and organizations for human consumption, including but not limited to, food banks, churches, homeless shelters, warming shelters, other non-profit or charitable entitles, volunteer groups, delivery to individuals (e.g. Meals on Wheels), free or reduced-cost grocery markets, hospitals, schools and others.
  - (2) Provide programs, telephone and computer apps, databases, and other means to connect food donors with those that can use the Edible Food and assist the parties in getting the Edible Food from the donor to the recipients for human consumption
  - (3) Compile, publish and/or distribute lists of Edible Food available for donation and food needed (specifying types, quantities, and dates/times available and needed).
  - (4) Provide pickup, transportation, and/or delivery of Edible Food from donors to recipients.
  - (5) Provide reporting data on the pounds of Edible Food diverted from Disposal from these efforts in the City.
- O. The Council may, at its election, waive any permit, license, Franchise or other fee for selected categories of permittees or Franchisees.

**5-32.070 Self-Hauler requirements.**

Self-Haulers that collect and transport materials pursuant to Section 5-32.060 shall:

- A. Source separate all Divertable Materials from MSW generated on-site in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, and haul the Source Separated materials to a Processing Facility and/or a Disposal Site that recovers those materials.
  - (1) Alternatively, Self-Haulers may haul commingled MSW and Divertable Materials to a High Diversion Organic Materials Processing Facility as specified in 14 CCR Section 18984.3.

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- B. Self-Haulers that are Commercial Businesses (including Multi-Family) shall keep a record of the amount of Organic Waste delivered to each Processing Facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
- (1) Delivery receipts and weight tickets from the entity accepting the waste.
  - (2) The amount of material in cubic yards or tons transported by the Generator to each entity.
  - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

**5-32.080 Organic Waste Waivers**

The following Organic Waste waivers shall be reviewed and may be approved by City in accordance with criteria developed by City to ensure compliance with SB 1383 Regulations.

- A. De Minimis Waiver. Residential development with minimal individual open space and greenspace such as town homes with common-area open space predominantly serviced by gardeners and landscapers subject to Section 5-32.070 of this Chapter are exempt from the Organic Materials requirements of this Chapter. Furthermore, the City may waive a Commercial Business' obligation (including Multi-Family) to comply with some or all of the Organic Materials requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Materials as described in this Section. Commercial Businesses requesting a de minimis waiver shall:
- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subdivision (b) below.
  - (2) Provide documentation that either:
    - (a) The Commercial Business' total MSW and Divertable Materials Collection service is two cubic yards or more per week and Organic Waste subject to Collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
    - (b) The Commercial Business' total MSW and Divertable Materials Collection service is less than two cubic yards per week and Organic Waste subject to Collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

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- (3) Notify the City if circumstances change such that the Commercial Business' Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.
  - (4) Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved a de minimis waiver.
- B. Physical Space Waiver. A Commercial Business Customer may request a physical space waiver through the following process:
  - (1) Submit an application form specifying the type(s) of Collection services for which they are requesting a compliance waiver.
  - (2) Provide documentation that the Premises lack adequate space for Blue Containers and/or Green Containers including documentation from the hauler, licensed architect, or licensed engineer.
  - (3) Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.
- C. De Minimis Generation Waiver. Single-Family Customers that generate less than one-half gallon per week of Organic Waste.
- D. Collection Frequency Waiver. City, in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any Commercial Business Premises that subscribes to the City's Collection service to arrange for the Collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

**5-32.090 Requirements for Single-Family Generators**

Single-Family Generators shall comply with the following requirements except Single-Family Generators that meet the Self-Hauler requirements in Sections 5-32.060 and 5-32.070:

- A. Single-Family Generators shall subscribe to the City's Organic Waste Collection services for all Organic Waste generated as described in subdivision (B) of this Section. The City shall have the right to review the number and size of a Generator's Containers to evaluate adequacy of capacity provided for each type of Collection service for proper separation of materials and containment of materials; and, Single-Family Generators shall adjust their service level for their Collection services as directed by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- B. Single-Family Waste Generators shall participate in the City's Organic Waste Collection service(s) by placing designated materials in designated Containers as described in subdivision (C) of this Section and shall not Contaminate Collection Containers per SB 1383 Regulations.

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- C. Single-Family Organic Waste Generators shall place Food Scraps and Yard Trimmings in the Green Container; Recyclable Materials in the Blue Container; and MSW in the Gray Container that are provided by the terms of the City's Franchise.

### 5-32.100 Requirements for Commercial Businesses Generators

- A. Generators that are Commercial Businesses shall subscribe to the City's three Container Collection services and comply with requirements of those services as described in this Section.
- B. Generators that are Commercial Businesses shall place Food Scraps in the Green Container; Recyclable Materials in the Blue Container; and MSW in the Gray Container that are provided by the terms of the City's Franchise. Generators shall not Contaminate Collection Containers per SB 1383 Regulations. City may require additional segregation of a Generator's Green Container for the purposes of separating Food Scraps from Yard Trimmings. The following Containers will be provided as directed by the City manager or his/her designee when additional segregation of a Generator's Green Container is required:
  - (1) A Brown Container that is limited to the Collection of Food Scraps only.
  - (2) A Green Container that is limited to the Collection of Yard Trimmings only.
- C. The City shall have the right to review the number and size of a Generator's Containers and frequency of Collection service to evaluate adequacy of capacity such that the proper separation of materials can be achieved with the minimum Contamination levels as required by SB 1383 Regulations. Commercial Businesses shall adjust their service level for their Collection services as requested by the City.
- D. Generators shall supply and locate an adequate number and size of internal Collection Receptacles for employees to be able to sort Divertable Materials such as Food Scraps and Recyclable Material.
- E. Generators shall provide Receptacles with sufficient labels and colors for Customers to be able to sort Divertable Materials such as Food Scraps and Recyclable Material in all indoor and outdoor areas where disposal Receptacles are provided for customers pursuant 14 CCR Section 18984.8 (b). Such Receptacles do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of Receptacle, then the business does not have to provide that particular Receptacle in the areas where customers are present pursuant to 14 CCR Section 18984.9(e).
- F. Generators shall periodically inspect Receptacles for Contamination and inform and educate employees if Receptacles are Contaminated and the requirements to place Divertable Materials in the proper Receptacle.

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- G. Commercial Businesses shall periodically inspect the City's Franchisee Collection Containers for Contamination and inform employees if Containers are Contaminated and of the requirements to keep contaminants out of those Containers pursuant to 14 CCR Section 18984.9(a).
- H. Commercial Businesses shall annually provide information to employees, contractors, tenants, and customers and about proper sorting of Food Scraps, Recyclable Materials, and where applicable, Yard Trimmings, and how this material is processed, recovered and diverted from landfills pursuant to 14 CCR Section 18984.10(b).
- I. Commercial Businesses shall provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes the City's Diversion Programs, Contamination, and the location of Containers and Receptacles and the rules governing their use at each property pursuant to 14 CCR Section 18984.10(b).
- J. Commercial Businesses shall provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 5-32.230 of this Chapter to confirm compliance with the requirements of this Section.
- K. Commercial Businesses shall accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of Containers for Contamination, which may be implemented at a later date, to evaluate Generator's compliance with subdivision (B) above. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Containers provided by the City's Franchisee.
- L. At Commercial Business's option and subject to any approval required from the City, Commercial Businesses may implement a Remote Monitoring program for Inspection of the contents of Containers provided by the City's Franchisee for the purpose of monitoring the contents of Containers to determine appropriate levels of service and to identify Contamination. Generators may install Remote Monitoring devices on or in the City's Franchisee Containers subject to written notification to and approval by the City or its designee.
- M. If a Commercial Business wants to Self-Haul, the Commercial Business must meet the Self-Hauler requirements in Sections 5-32.060 and 5-32.070 of this Chapter.
- N. Nothing in this Section prohibits a Generator from preventing or reducing waste generation and/or managing Food Scraps and Yard Trimmings on site pursuant to 14 CCR Section 18984.9(c).
- O. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements pursuant to Section 5-32.130 of this Chapter.

**5-32.110 Requirements for Multi-Family Generators**

- A. Generators that are Multi-Family shall subscribe to the City's three Container Collection services and comply with requirements of those services as described in this Section.

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- B. Generators that are Multi-Family shall place Food Scraps in the Green Container; Recyclable Materials in the Blue Container; and MSW in the Gray Container that are provided by the terms of the City's Franchise. Generators shall not Contaminate Collection Containers per SB 1383 Regulations. City may require additional segregation of a Generator's Green Container for the purposes of separating Food Scraps from Yard Trimmings. The following Containers will be provided as directed by the City manager or his/her designee when additional segregation of a Generator's Green Container is required:
- (1) A Brown Container that is limited to the Collection of Food Scraps only.
  - (2) A Green Container that is limited to the Collection of Yard Trimmings only.
- C. The City shall have the right to review the number and size of a Generator's Containers and frequency of Collection service to evaluate adequacy of capacity such that the proper separation of materials can be achieved with the minimum Contamination levels as required by SB 1383 Regulations. Multi-Family shall adjust their service level for their Collection services as requested by the City.
- D. Generators shall supply and allow access to adequate number, size and location of Collection Containers with sufficient labels or colors pursuant to 14 CCR Section 18984.8 for tenants, employees, and contractors, consistent with the City's Franchisee Collection Container service.
- E. Generators shall periodically inspect Containers for Contamination and inform and educate tenants if Containers are Contaminated and the requirements to place Divertable Materials in the proper Container.
- F. Generators shall annually provide information to tenants about proper sorting of Food Scraps, Recyclable Materials, and where applicable, Yard Trimmings, and how this material is processed, recovered and diverted from landfills.
- G. Multi-Family Generators shall provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 5-32.230 of this Chapter to confirm compliance with the requirements of this Section.
- H. Multi-Family Generators shall accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of Containers for Contamination, which may be implemented at a later date, to evaluate Generator's compliance with subdivision (B) above. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Containers provided by the City's Franchisee.
- I. At Multi-Family Generator's option and subject to any approval required from the City, Multi-Family Generators may implement a Remote Monitoring program for Inspection of the contents of Containers provided by the City's Franchisee for the purpose of monitoring the contents of Containers to determine appropriate levels of service and to identify Contamination. Generators



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may install Remote Monitoring devices on or in the City's Franchisee Containers subject to written notification to and approval by the City or its designee.

- J. If a Multi-Family Generator wants to Self-haul, the Multi-Family Generator must meet the Self-Hauler requirements in Sections 5-32.060 and 5-32.070 of this Chapter.
- K. Nothing in this Section prohibits a Multi-Family Generator from preventing or reducing waste generation, managing Food Scraps and Yard Trimmings on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

### **5-32.120 Organic Waste Haulers and Facility Operators**

- A. Requirements for Haulers.
  - (1) Franchisees providing Residential, Commercial, or industrial Organic Waste Collection services to Generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, Franchise, or other authorization with the City to collect Organic Waste:
    - (a) Through written notice to the City annually, in accordance with the City Franchise, on or before June 30, identify the Processing Facilities to which they will transport Divertable Materials.
    - (b) Obtain approval from the City to haul Food Scraps and/or Yard Trimmings, unless it is transporting these materials to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 5-32.210 of this Chapter, and Chapter 5-48 (C&D Waste Recycling Program).
    - (c) Comply with education, equipment, signage, Container labeling, Container color, Contamination monitoring, reporting, and other requirements contained within its Franchise agreement, permit, or license issued by the City and within SB 1383 Regulations.
- B. Requirements for Facility Operators and Community Composting Operations.
  - (1) Owners of Processing Facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
  - (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an

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estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

### 5-32.130 Organic Waste Commercial Edible Food Generators.

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
  - 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
  - 2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the Collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator Self-Hauls to the Food Recovery Organization for Food Recovery.
  - 3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
  - 4. Allow City's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR Section 18991.4.
  - 5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
    - (a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
    - (b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
    - (c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
      - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

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- (ii) The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
  - (iii) The established frequency that food will be collected or Self-Hauled.
  - (iv) The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and amended Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

**5-32.140 Food Recovery Organizations and services; regional agencies.**

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
  - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
  - 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
  - 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
  - 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
  - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
  - 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

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3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 1.
- D. Food Recovery Capacity Planning. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

**5-32.150 Illegal Collection Containers on private property.**

- A. It is unlawful for any private property owner to permit a Collection Container, including Temporary Collection Service, which is not owned by the City Franchisee to be located on the owner's real property, except for Self-Haulers and Persons as described in Section 5-32.060.
- B. Any such illegal Container is prohibited, a public nuisance, and is subject to removal pursuant to Chapter 7-04 (Nuisances) and the Container may be impounded pursuant to Section 5-32.160.

**5-32.160 Impound of illegal Collection Containers.**

- A. Any Collection Container, including a Container used for Temporary Collection Service, which is unlawfully deposited on City Property by any Person shall be subject to removal and impound by order of the City manager or the City manager's designee. The owner of any Container that is removed and impounded pursuant to this section shall be liable to the City for payment of an impound fee, the amount of which shall be fixed by Council resolution, in addition to the payment of any other fees or expenses incurred for the storage of the Container and/or the processing and safe disposal of the contents thereof.
- B. The City manager, or the City manager's designee, by written notice may require the removal of any Container on City Property. A notice shall be posted upon the Container. The notice shall specify the violation and shall require the removal of the Container within twenty-four (24) hours. Such notice shall be required one time only to any one owner of a Container. Following such posting, it shall be conclusively presumed thereafter that the owner of the Container has knowledge of the requirements of this section. If the Container is not removed within twenty-four (24) hours, then the Container is subject to impoundment.

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- C. Future placement of a Container on City Property by a Person that has been previously notified of such violation shall be deemed to be in violation of the provisions of this section and such notice shall not be required to be posted on said Container prior to impoundment by the City.
- D. Written notice (if an address is ascertainable) shall be provided by the City, to the owner of the impounded Container, of the impound charges and location of the stored Container. A Container that is unclaimed ninety (90) days after the notice required by this chapter, or after ninety (90) days if the owner cannot be ascertained, shall be donated by the City to the Franchisee.

**5-32.170 Dumping prohibited.**

It is unlawful for any Person to place, deposit, or dump MSW and/or Divertable Materials upon any private or public real property in the City, except in Containers for Collection services provided by the City's Franchisee. It is unlawful for any Person to place, deposit or dump Hazardous Waste, medical waste, or abandoned vehicles, or parts thereof, upon any private or public real property in the City.

**5-32.180 Scavenging prohibited.**

It is unlawful for any Person, other than the Franchisee to remove MSW and/or Divertable Materials from the Franchisee's Collection Containers, including Containers for Temporary Collection Service. It is unlawful for any Person, other than a City employee, contractor or Franchisee, to remove MSW and/or Divertable Materials from City Receptacles.

**5-32.190 Sanitary transportation of MSW and Divertable Materials.**

No Person shall convey or transport MSW and/or Divertable Materials upon or along any public street in the City unless such MSW and Divertable Materials is contained and/or covered or otherwise secured so as to prevent it from leaking, dripping, falling, blowing or scattering from the vehicle in which it is being conveyed or transported. All vehicles and equipment used in the transport of any form of MSW and Divertable Materials shall be kept clean. No Person shall drain the liquid from any such vehicle upon any road or highway or upon any other land in the City. Persons hauling MSW and Divertable Materials on the City streets shall completely empty the MSW and Divertable Materials from their vehicles and/or disposal Receptacles at the Processing Facility or permitted landfill, or re-cover them if they are not completely emptied, in order to prevent the scattering of residue on the return trip.

**5-32.200 Days and hours of collection.**

- A. Single-Family and Multi-Family Collection shall be made only between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, and between 7:00 a.m. and 6:00 p.m. on a Saturday following a holiday.

## EXHIBIT A

- B. Commercial Collection, excluding Multi-Family Residential dwellings, shall be made only between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, and between 6:00 a.m. and 6:00 p.m. on a Saturday following a holiday.
- C. The City manager or his/her designee may modify the days and hours of Collection to address any public health, safety and welfare concerns.

### 5-32.210 Compliance with CalGreen Recycling Requirements.

- A. Persons applying for a permit from the City for new Construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen and incorporated as part of the City's Building Code pursuant to Chapter 10-68 of this Code, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply. Project applicants shall refer to the City's Building Code for complete CALGreen requirements.
- B. For projects covered by CALGreen, the applicants must, as a condition of the City's permit approval, comply with the following:
  - 1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and Collection of Blue Container and Green Container materials, consistent with the three-container Collection program offered by the City, or comply with provision of adequate space for Recycling for Multi-Family and Commercial Premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen as amended, provided that amended requirements are more stringent than the CALGreen requirements for adequate Recycling space effective January 1, 2020.
  - 2. New Commercial Construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and Collection of Blue Container and Green Container materials, consistent with the three-container Collection program offered by the City, or shall comply with provision of adequate space for Recycling for Multi-Family and Commercial Premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen, as amended, provided that amended requirements are more stringent than the CALGreen requirements for adequate Recycling space effective January 1, 2020.
  - 3. Comply with CALGreen requirements and applicable law related to management of C&D, including Diversion of Yard Trimmings, Wood, Food Scraps, and Recyclable Materials in C&D from disposal in landfills. Comply with the City's Construction and Demolition Waste Recycling Program regulations, Chapter 5-48 of this Code, and all written and published policies and/or administrative guidelines regarding the Collection, Recycling, Diversion, tracking, and/or reporting of C&D.

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**5-32.220 Compliance with Landscape Water Efficiency Ordinance Requirements.**

- A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 2.5(H)(2)(b), (c), (d), and (g) of the Landscape Water Efficiency Guidelines established pursuant to Chapter 9-47 of this Code (incorporating 23 CCR Sections 492.6(a)(3)(B) (C), (D), and (G)), including sections related to the use of Compost and mulch as delineated in this Section.
- B. The following Compost and mulch use requirements that are part of Chapter 9-47 of this Code are now also included as requirements of this Chapter. Other requirements of Chapter 9-47 are in effect and can be found in Ordinance No. 2016-1 (amending Chapter 9-47 of this Code and incorporating 23 CCR, Division 2, Chapter 2.7).
- C. Property owners or their building or landscape designers that meet the threshold for landscape water efficiency compliance outlined in subdivision (a) above shall:
  - 1. Comply with Sections 2.5(H)(2)(b), (c), (d), and (g) of the Landscape Water Efficiency Guidelines established pursuant to Section 9.05.120 of this Code, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
    - (a) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
    - (b) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
    - (c) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
  - 2. The landscape water efficiency compliance items listed in this Section are not an inclusive list of Chapter 9-47 requirements; therefore, property owners or their building



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or landscape designers that meet the threshold for landscape water efficiency compliance outlined in subdivision (a) shall consult 9-47 and the full Landscape Water Efficiency Guidelines for all requirements.

- D. If, after the adoption of the ordinance enacting this Section, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) in a manner that requires the City to incorporate the requirements of an updated Model Water Efficiency Landscape Ordinance in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

### **5-32.230 Inspection and investigation.**

- A. City representatives and/or its designated entity, including designees are authorized to conduct Inspections and investigations, at random or otherwise, of any Containers and Receptacles, Collection vehicle loads, or Processing Facilities for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter by Single-Family Generators, Multi-Family Generators, Commercial Businesses Generators, property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private Residential property for Inspection. For the purposes of inspecting Commercial Business Containers and Receptacles for compliance with Section 5-32.100(B) of this Chapter, City may conduct Container Inspections for Contamination using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 5-32.100(L) of this Chapter.
- B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of Residential property interiors) and shall cooperate with the City's employee or its designated entity/designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in Containers and Receptacles, Edible Food Recovery activities, records, or any other requirement of this Chapter. Failure to provide or arrange for: (i) access to an entity's Premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties.
- C. Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- E. City shall receive written complaints from Persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

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**5-32.240 Enforcement.**

## A. General Penalties and Enforcement Actions:

- (1) Except as otherwise provided in this Chapter, any Person violating any provision of this Chapter shall be punishable for an infraction pursuant to Chapters 1-32 (General Penalty) and/or 1-36 (Administrative Citations and Penalties) of this Code, and the applicable requirements of 14 CCR section 18997.2. Any person convicted of an offense under the provisions of this Chapter shall be subject to punishment for a first conviction by a fine of not more than \$50.00, for a second conviction within a period of one year by a fine of not more than \$100.00, and for a third or any subsequent conviction within a period of one year by a fine of not more than \$250.00.
- (2) City will conduct Inspections, Route Reviews or waste evaluations and compliance reviews, depending upon the type of regulated entity, to determine compliance with this Chapter, and if the City determines that an owner, responsible party, Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service or other entity is not in compliance, it may provide educational materials to the entity describing its obligations under this Chapter during calendar year 2022 and 2023 with a notice that compliance is required, rather than issuance a notice of violation and assessment of penalties, except that the City may assess criminal and administrative civil penalties in the event that the City prosecutor determines that prosecution is warranted to deter egregious conduct. Commencing January 1, 2024, violations shall be subject to penalties.
- (3) Except for violations of Contamination of Container contents, which will be addressed through non-collection of Containers and noticing by the Franchisee, and violations subject to immediate administrative citation, City shall issue a notice to abate violations in accordance with Chapter 1-36 of this Code requiring compliance within a maximum of 60 days of issuance of the notice. The City may extend the compliance deadlines set forth in a notice to abate violations if it finds that there are extenuating circumstances beyond the control of the non-compliant party that make compliance within the deadlines impracticable, as described in 14 CCR Section 18995.4 including the following:
  - (a) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters,
  - (b) Delays in obtaining discretionary permits or other government agency approvals; or,

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- (c) Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the city is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
- B. In addition, in the event any violation of this Chapter constitutes an imminent danger to public health, safety or the environment, the City manager or any agent or Person designated by the City manager, may enter upon the Premises from which the violation emanates, abate the violation and danger created to the public safety or the environment, and restore any Premises affected by the alleged violation, without notice to or consent from the owner or occupant of the Premises. An imminent danger shall include, but is not limited to, circumstances created by a disposal of solid or Hazardous Waste where such disposal creates a significant and immediate threat to the public health or safety, or the environment.
- C. Violations of this Chapter are deemed public nuisances, which may be abated by administrative, civil, or criminal action in accordance with the terms and provisions of this code and state law. All costs and fees incurred by the City because of any violation of this Chapter, which constitutes a nuisance, including all administrative fees and expenses and legal fees and expenses, shall become a lien against the subject Premises from which the nuisance emanated, and a personal obligation against the owner. The owner of record of the Premises subject to any lien shall receive notice of the lien prior to recording. The City attorney is authorized to collect nuisance abatement costs or enforce a nuisance lien in an action brought for money judgment, or by delivery to the County assessor of a special assessment against the Premises.
- D. The City may utilize any and all other remedies as otherwise provided by Chapter 1-32, Chapter 1-36 of this Code and California law to enforce the provisions of this Chapter.



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 9, 2021

**TO:** Mayor and Council Members

**FROM:** David Reynolds  
Deputy City Manager/Community Services Director

**ISSUE:** Ordinance Amending and Restating Chapter 5-32 (Solid Waste) of the City of Laguna Hills Municipal Code to Implement State Organics Recycling Mandates and Resolution Amending and Restating Administrative Citation Program Fines and Penalties Schedule

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**RECOMMENDATION:** That the City Council:

- 1) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, amending and restating Chapter 5-32 (Solid Waste) of Title 5 (Health and Sanitation) of the City of Laguna Hills Municipal Code, implementing SB 1383 organic recycling regulations."; and
  - 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending and restating the Administrative Citation Program Fines and Penalties Schedule."
- 

**SUMMARY:**

Senate Bill No. 1383 (SB 1383) established several Statewide goals for the diversion of organic waste from landfills. Signed into law in 2016, SB 1383 requires all residential and commercial organic waste (i.e. food scraps and yard waste) generators to recycle this material beginning in 2022. California Department of Resources Recycling and Recovery (CalRecycle) was responsible for the development of requirements for jurisdictions to follow to be compliant with SB 1383 and to meet the Statewide diversion goals. The City Council's adoption of an enforceable SB 1383 ordinance is one these requirements. City

Staff, working with its recycling consultant (EcoNomics) and the City Attorney's office, has drafted the proposed ordinance which is a complete update of Chapter 5-32 (Solid Waste) of the City of Laguna Hills Municipal Code (LHMC) to bring the code up-to-date and to incorporate the requirements of SB 1383. The proposed ordinance is attached to this report as Attachment A, and a redlined version of the Chapter 5-32, as it is being amended, is also attached as Attachment B for comparison purposes. Additionally, SB 1383 requires the establishment of administrative fines for violations of SB 1383 requirements. This requires the City to update its schedule of administrative citation fines to include the fines established under the amended regulations via the attached proposed resolution as Attachment C. It is CalRecycle's expectation that all local jurisdictions have an enforceable ordinance in place by January 1, 2022.

#### **BACKGROUND:**

Senate Bill No. 1383 was signed into law on September 19, 2016, and is the most significant waste reduction mandate to be adopted in the State of California in the last 30 years. SB 1383 requires the reduction of organic waste disposal by 50% by January 2020 and by 75% by 2025. Additionally, SB 1383 requires an increase of 20% in edible food recovery by 2025. This bill also directed CalRecycle to adopt regulations necessary to achieve the SB 1383 Statewide goals. CalRecycle has spent the last several years developing the regulations under a voluminous document entitled *Short-lived Climate Pollutants (SLCP): Organic Waste Reductions* (hereafter referred to as "SB 1383 Regulations"). The SB 1383 Regulations were officially adopted by the State in November 2020, and the City is required to implement the following requirements and practices to be considered compliant with SB 1383 Regulations:

- Provide organic waste recycling services to all residents and businesses;
- Inspect and enforce compliance with SB 1383 Regulations by adopting an enforcement ordinance (Attachment A);
- Implement an edible food recovery program that recovers edible food from the waste stream;
- Conduct outreach and education to all affected parties including generators, haulers, facilities, and edible food recovery organizations;
- Procure recycled organic waste products like compost, mulch, and renewable natural gas;

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- Maintain accurate and timely records of SB 1383 compliance for annual reporting requirements; and
- Impose fines for non-compliance, effective January 2024.

As noted above, SB 1383 Regulations require all jurisdictions to implement a mandatory organic recycling ordinance by January 1, 2022. Such an ordinance must establish mandatory recycling programs for all businesses, residents and multi-family residences to capture food scraps, landscaping waste, and other organic waste materials in order to divert them from the landfills and meet the reduction targets. Moreover, jurisdictions are required to enforce diversion requirements and ensure compliance with such programs, including with the establishment and issuance of fines.

SB 1383 requires the implementation of a residential food scraps recycling program and strengthens the commercial organic recycling mandates imposed in Assembly Bill 1826 (AB 1826), which previously went into effect on April 1, 2016. Currently, AB 1826 requires any business generating two (2) or more cubic yards of solid waste per week, and multi-family properties with five or more units, to recycle their organic waste (under AB 1826, multi-family properties are only required to recycle landscape debris). With the adoption of the SB 1383 Regulations, all waste generators in the residential and commercial sectors are required to recycle organic waste such as yard trimmings and food scraps beginning in 2022. There are some exemptions to this requirement as noted in the attached proposed ordinance under the “Organic Waste Waivers” section.

It is noted the City first introduced a pilot commercial food scraps recycling program in the City in 2009. This recycling program became a permanent service, available to all businesses within the City, with the City Council’s approval and execution of Amendment No. 1 to CR&R’s Franchise Agreement in 2014. Since the passage of AB 1826, the City has worked diligently with EcoNomics, the City’s Consultant, and CR&R to bring businesses that fall into the waste generation threshold requirements of AB 1826 into compliance. And, within the past year and half, the City has worked with CalRecycle in the development of a plan to achieve AB 1826 compliance and also the implementation of the requirements of SB 1383. An essential part of this plan is the adoption of a SB 1383-compliant ordinance. The City’s amended and restated Chapter 5.32 (Attachment A) includes the required SB 1383 Regulations.

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### Administrative Fines and Compliance

On January 1, 2022, CalRecycle's SB 1383 Regulations will become enforceable. SB 1383 Regulations allow cities to take an educational and non-punitive approach to enforcement during calendar years 2022 and 2023. Taking an educational approach will allow the City, EcoNomics, and CR&R to work with City residents and businesses to inform and assist them with SB 1383 Regulation violations without the issuance of an administrative fine. However, effective no later than January 1, 2024, the City will be required to issue administrative fines to residents and businesses that are non-compliant. SB 1383 Regulations require the penalties to be \$50 to \$100 for the first violation, \$100 to \$200 for a second violation, and \$250 to \$500 for a third or subsequent violation within a one-year period. Staff is recommending the minimum fines of \$50, \$100 and \$250, which require modifications to the City's administrative citation schedule. Adjustments in the future could be made if sufficient compliance is not achieved and a higher fine is warranted at that time.

### Local Jurisdiction Non-Compliance

While the City fully expects to gain voluntary compliance from residents and businesses, SB 1383 Regulations provide CalRecycle with the ability to engage in enforcement actions of its own against the City if the designated level of compliance is not met. These actions may include:

- Conducting more frequent inspections;
- Establishing a schedule for City compliance and a probationary period, requiring a work plan and that the jurisdiction demonstrates it has sufficient staffing to implement the requirements of the law; and/or
- Imposing administrative penalties against the City of up to \$10,000 per day.

The City is in a strong position to meet the requirements set forth in the SB 1383 Regulations. With the adoption of the proposed ordinance, the City will be one step closer to becoming compliant with CalRecycle's SB 1383 Regulations.

### Ordinance and Resolution Adoption

As mentioned above, SB 1383 Regulations requires the City to adopt an enforceable ordinance to compel all businesses and residents that generate organic waste to recycle their organic waste and to comply with other requirements of the SB 1383 Regulations.



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To meet this requirement, the municipal code must be updated. The attached Ordinance (Attachment A) includes the required SB 1383 Regulations provisions and also accounts for other Municipal Code updates to Chapter 5-32 that are required to bring this code up-to-date. A redline version of Chapter 5-32 of the LHMC is included as Attachment B so that Council can review what has been added or changed to the current municipal code during the revision process. Additionally, Staff is recommending adoption of an amended and restated resolution of administrative fines (Attachment C), which will allow for penalties for violations of the organics recycling requirements to be set at the lower fine amounts.

**FISCAL IMPACT:**

The implementation and future enforcement of the provisions in this ordinance will be the responsibility of Staff through code enforcement and/or through a third party service. It is the intent of Staff to cover the cost of the implementation and enforcement of the associated Regulations via reimbursement through the waste hauler franchise agreement.

**ATTACHMENTS:**

- Attachment A - Proposed Ordinance and Exhibit A (Amended and Restated Chapter 5-32 of the LHMC)
- Attachment B - Redline of current Chapter 5-32 of the LHMC
- Attachment C - Proposed Administrative Citation Resolution

# ATTACHMENT A

## Proposed Ordinance and Exhibit A (Amended and Restated Chapter 5-32 of the LHMC)

## ORDINANCE NO. 2021-X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5-32 (SOLID WASTE) OF TITLE 5 (HEALTH & SANITATION) OF THE CITY OF LAGUNA HILLS MUNICIPAL CODE, IMPLEMENTING SB 1383 ORGANIC RECYCLING REGULATIONS

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1.            Purpose and Findings.

The City Council of the City of Laguna Hills finds and declares as follows:

- (a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), requires cities to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (b) State recycling law, Assembly Bill 341 of 2011 (which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code), places requirements on businesses and multi-family residential property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program.
- (c) State organics recycling law, Assembly Bill 1826 of 2014 (which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code), requires businesses and multi-family residential property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program.
- (d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source

of methane. The regulations place requirements on multiple entities including the City, residential households, businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of Statewide organic waste disposal reduction targets.

- (e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the City to adopt and enforce regulations to implement relevant provisions of SB 1383 regulations. This ordinance is adopted in compliance with the foregoing laws and regulations.

## SECTION 2. Code Amendment.

Chapter 5-32 of Title 5 of the City of Laguna Hills Municipal Code is amended and restated to read as provided in Exhibit "A" attached hereto and incorporated herein by reference.

## SECTION 3. Severability.

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 4. Certification / Publication.

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.

## SECTION 7. Effective Date.

This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk, or his or her duly appointed deputy, shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published as required by law.

PASSED, APPROVED, AND ADOPTED this X day of X 2021.

\_\_\_\_\_  
ERICA PEZOLD, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2021-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the X day of X 2021, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the X day of X 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

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

AFFIDAVIT OF POSTING  
AND PUBLICATION

MELISSA AU-YEUNG, 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. 2021-X, being:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5-32 (SOLID WASTE) OF TITLE 5 (HEALTH & SANITATION) OF THE CITY OF LAGUNA HILLS MUNICIPAL CODE, IMPLEMENTING SB 1383 ORGANIC RECYCLING REGULATIONS

on the X day of X 2021, and on the X day of X 2021, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, by the X day of X 2021, and the X day of X 2021, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall  
Laguna Hills Community Center  
La Paz Center

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK  
Laguna Hills, California

**EXHIBIT A**

**Chapter 5-32**  
**SOLID WASTE AND RECYCLING**

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**5-32.010 Declaration of purpose.**

- A. The purpose of this Chapter is to regulate Municipal Solid Waste (MSW) and Divertable Materials handling in order to protect the public health, safety and welfare and to meet the City's obligations under the California Integrated Waste Management Act 1989 (Public Resources Code Sections 40,000 et seq. as amended from time to time) (Hereinafter "AB 939").
- B. The City is obligated by AB 939 to implement plans for MSW source reduction, reuse, and Recycling (including Composting) to meet specified achievement milestones.
- C. State Recycling law, Assembly Bill 341 of 2011 requires businesses and Multi-Family property owners that generate a specified threshold amount of MSW to arrange for Recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program.
- D. State organics Recycling law, Assembly Bill 1826 of 2014 requires businesses and Multi-Family property owners that generate a specified threshold amount of MSW, Recycling, and Organic Waste per week to arrange for Recycling services for that waste, requires the City to implement a Recycling program to Divert Organic Waste from businesses subject to the law, and requires the City to implement a Mandatory Commercial Organics Recycling program.
- E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City, Residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- F. SB 1383 further requires the City to adopt and enforce an ordinance to implement relevant provisions of SB 1383 Regulations. The ordinance amending this Chapter will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- G. Pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059 aspects of MSW handling of local concern include, but are not limited to, the frequency of Collection, means of Collection and transportation, level of service, charges and fees, and whether MSW services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive Franchise, contract, license or permit, and the terms and conditions of such Franchise, license or permit.

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**5-32.020 Definitions.**

For the purposes of this Chapter, unless otherwise apparent from the context, certain words and phrases used in this Chapter are defined as provided for below. Certain definitions shall have the same meaning as established in AB 939, the California Integrated Waste Management Act of 1989, as amended from time to time, and the regulations of the California Department of Resources Recycling and Recovery (CalRecycle) codified at Title 14 of the California Code of Regulations, Division 7 (commencing with Section 17000), as amended from time to time, which definitions shall take precedence to be consistent with State law and regulations.

"AB 939" means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code Section 40000 et seq., as it may be amended from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery, or its successor.

"Anaerobic Digestion Facility" ("AD Facility") means a facility that uses a biological process that decomposes organic matter in an environment with little or no oxygen resulting in a biogas and a liquid/solid stream called anaerobic digestate. The decomposition occurs in a four-step process: hydrolysis, acidogenesis, acetogenesis, and methanogenesis to break down organic matter into methane, carbon dioxide, water and anaerobic digestate/residuals.

"Bioengineered Feedstock" means a mixture of materials utilized in wastewater treatment plants (WWTP's) or publicly owned treatment works (POTW's) to produce biogas. (This process is also referred to as "wet anaerobic digestion".) Bioengineered Feedstock may include primary and/or secondary sludge, greases from the WWTP grease trap, and organic materials such as Food Scraps from households or other organic materials from industries that have been pre-treated and liquefied to the required consistency.

"Bioengineered Feedstock Facility" means a Processing Facility that accepts Food Scraps and other Bioengineered Feedstock, chops, macerates or otherwise size-reduces the incoming materials, mixes the material with liquid and produces a slurry which is then transported or otherwise delivered to a wastewater treatment plant or similar facility for use as a Bioengineered Feedstock to produce methane.

"Biomass Conversion Facility" (Biomass) means a facility which uses the controlled combustion of the following materials (when separated from MSW) to produce electricity or heat: (1) agricultural crop residues; (2) bark, lawn, yard and garden clippings; (3) leaves, silviculture residue, tree and brush prunings; (4) Wood, Wood chips and Wood waste; or (5) non-recyclable pulp or non-recyclable paper.

"Blue Container" means a container where either: (a) the lid of the container is in blue color, or (b) the body of the container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a blue container may be any color. Blue Containers shall be used for the purpose of storage and Collection of Recyclable Materials.

"Brown Container" means a container where either: (a) The lid of the container is brown in color, or (b) the body of the container is brown in color and the lid is either brown, gray, or black in color. Hardware such as hinges and wheels on a Brown container may be any color. Brown Containers shall be used for

## EXHIBIT A

the purpose of storage and Collection of Food Scraps only if directed by the City in accordance to Section 5-32.100 of this Chapter.

“Bulky Goods” means furniture, household or industrial appliances, mattresses, shipping crate, oversized yard waste such as tree trunks and large branches if no larger than two feet (2’) in diameter and four feet (4’) in length, and other large, bulky or heavy objects not normally discarded on a regular basis at Single-Family and Multi-Family dwellings, or Commercial establishments. Bulky Goods does not include automobile bodies or Construction and Demolition Debris.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“City Property” means property that the City of Laguna Hills owns in fee or over which it has an easement, including but not limited to public streets, public right-of-ways, and public parkways.

“City Receptacles” means any object designed and used to hold MSW and Divertable Materials provided by the City for public use such as City Parks, City facilities and facilities maintained by the city.

“Clean Materials Recovery Facility” or “Clean MRF” means a MRF, or that portion of a MRF that processes Recyclable Materials such as Single-Material Recyclables and Single Stream Recyclable Materials, containing no more than the maximum residue allowed by CalRecycle permit regulations (10% residue).

“Collection” or “Collect” means the taking of physical possession of MSW, Recyclable Materials, Yard Trimmings, Food Scraps, Construction and Demolition Debris or other materials from customers, and their transport to a Processing Facility, transfer station or landfill.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential dwelling. A Multi-Family Residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined below. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

- A. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
  - (1) Supermarket.
  - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
  - (3) Food Service Provider.

**EXHIBIT A**

- (4) Food Distributor.
- (5) Wholesale Food Vendor.
- B. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
  - (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
  - (2) Hotel with an on-site Food Facility and 200 or more rooms.
  - (3) Health facility with an on-site Food Facility and 100 or more beds.
  - (4) Large Venue.
  - (5) Large Event.
  - (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
  - (7) A Local Education Agency facility with an on-site Food Facility.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

“Compliance Review” means a review of records by city to determine compliance with this Chapter.

“Composting” means the creation of Compost.

“Compost Facility” means a facility that processes one or more of the following that have been source-separated from MSW: Food Scraps, Yard Trimmings, Wood, and Food-Soiled Paper such as paper napkins and paper towels by means of outdoor windrow Composting, aerated static pile Composting, covered Composting, vermiculture, or other outdoor Composting methods or covered Composting with use of either finished Compost or fabric, synthetic or other type(s) of cover(s) applied to the Composting piles.

“Compost” is the product resulting from the controlled biological decomposition of organic material that are Source Separated from the MSW stream and that has been sanitized through the generation of heat and processed to further reduce pathogens’ (PFRP), as defined by the U.S. EPA (Code of Federal Regulations Title 40, Part 503, Appendix B, Section B), and stabilized to the point that it is beneficial to plant growth. Compost bears little physical resemblance to the raw material from which it originated. Compost is an organic matter source that has the unique ability to improve the chemical, physical, and biological characteristics of soils or growing media. It contains plant nutrients but is typically not characterized as a fertilizer.

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“Contamination” means materials which are not specified for Collection in particular Containers and Receptacles or for processing at any Processing Facility and which would either interfere with such processing or reduce the quality and value of the Recovered Materials. For example, metals and plastics constitute “Contamination” if placed in a Food Scraps and Yard Trimmings Container (or Green Container). Tree trimmings or Food Scraps constitute “Contamination” if placed in a Recyclable Materials Container (or Blue Container). Contamination of MSW means the presence of Divertable Materials in the MSW Container (or Gray Container) such as Recyclable Materials, Food Scraps, Construction and Demolition Debris, and/or Yard Trimmings.

“Contaminate” means the act of “Contamination.”

“Containers” means any object designed and used to hold MSW and Divertable Materials. Recyclable Materials, Food Scraps, Yard Trimmings or Construction and Demolition Debris to be collected by the Franchisee. Containers include carts, bins, open-top roll off boxes, and compactors.

“Construction” means the building, rehabilitation, remodeling, renovation or repair of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

“Construction and Demolition Debris” or “C&D” includes building materials such as Wood, sheetrock, metals, concrete, asphalt, dirt, yard trimmings from grubbing, packaging and rubble resulting from Construction, remodeling, repair or Demolition operations on pavements, houses, commercial and industrial buildings, and other structures and improvements.

“Demolition” means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

“Disposal Site” means the City-designated Landfill(s), transfer station(s) or other facility(ies) used for the disposal of MSW.

“Divertable Materials” or “Divertable” means Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris, Special Collection Services materials, and all other materials that can be diverted from disposal. Divertable Materials includes, but is not limited to, all materials required to be Diverted from disposal by the City, CalRecycle or any state or federal agency. Divertable Materials includes Food Soiled Paper only when directed by the City and in accordance to the Franchise.

“Diversion” or “to Divert” means any combination of Recycling, sorting, Composting, and/or other processing activities conducted at a Clean MRF, a Compost Facility, an Anaerobic Digestion Facility, a Bioengineered Feedstock Facility, a Construction and Demolition Debris Processing Facility or another City-approved Processing Facility in order to prepare, use and/or market the materials for reuse, remanufacture, reconstitution or to otherwise return the materials to the economic marketplace and to prevent the materials from being disposed in a landfill.

“Diversion Programs” means Collection of Recyclable Materials, Yard Trimmings, Food Scraps, Wood, Construction and Demolition Debris, and processing of said materials at a Clean MRF, a Compost Facility,

**EXHIBIT A**

a Construction and Demolition Debris processing facility or other Processing Facility. Diversion Programs include all City Special Collection Services and other programs; and programs supported by residents, Commercial Businesses, or other Persons that have the effect of diverting materials from landfill. Diversion Programs includes all of the programs included in the City's Source Reduction and Recycling Element and all of the programs included in the Franchise.

"Edible Food" means food intended for human consumption. For the purposes of this Chapter, Edible Food is not MSW if it is recovered and not discarded. Nothing in this Chapter requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Electronic Waste" or "E-Waste" includes discarded video display devices such as a television screen, computer monitor, plasma television screen, computer CPU's, LED screens and monitors, computer keyboards, computer mouse, printers, desk copiers, multi-function desktop machines (such as a combination printer/fax/copier), LED bulbs, VCR's, DVD/CD/tape players, cellular telephones, microwave ovens, toasters, irons, stereos and speakers, cables, scanners and all other corded appliances and corded devices.

"Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed.

"Food Recovery Organization" means an entity that engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter.

"Food Recovery Service" means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery. A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter.

"Food Scraps" means material resulting from the production, processing, preparation or cooking of food for human consumption that is separated from MSW. Food Scraps include surplus or unsold Edible Food,

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raw food left over after food preparation, leftover cooked food, as well as spoiled food such as vegetables and culls, and plate scrapings. Food Scraps includes, without limitation, Food Scraps from food facilities as defined in California Health and Safety Code Section 113789, food processing establishments (as defined in California Health and Safety Code Section 111955), Grocery Stores, farmer's markets, institutional cafeterias (such as schools, hospitals and assisted living facilities), Restaurants, and Residential Food Scraps. Food Scraps does not include Food Soiled Paper.

"Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

"Food Soiled Paper" means material that has come in contact with food or liquid, such as, but not limited to, paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, waxed paper, butcher paper, paper take-out boxes and food containers, greasy pizza boxes, paper bags, cardboard and wax-coated cardboard produce boxes. Food Soiled Paper does not include polystyrene, diapers, aluminum foil or foil-lined food wrap.

"Franchise" means the right or privilege conferred by the City on one or more private entities for the Collection, transportation or other handling of MSW, Divertable Materials, Special Collection Services, and Temporary Collection Services.

"Franchisee" means any individual, joint venture, partnership, unincorporated private organization or private corporation regularly engaged in the business of providing solid waste handling services pursuant to a Franchise agreement with the City.

"Generator" means any Person whose act first causes discarded materials to become subject to regulation under this Chapter or under federal, State, or local laws or regulations. Generator also means a "Customer."

"Gray Container" means a container where either: (a) the lid of the container is gray or black in color, or (b) the body of the container is entirely gray or black in color and the lid is gray or black in color. Hardware such as hinges and wheels on a Gray Container may be any color. Gray Containers shall be used for the purpose of storage and Collection of MSW.

"Green Container" means a Container where either: (a) the lid of the container is green in color, or (b) the body of the Container is green in color and the lid is green, gray or black in color. Hardware such as hinges and wheels on a Green Container may be any color.

- (1) Green Containers shall be used for the purpose of storage and Collection of Food Scrapes and Yard Trimmings for Single-Family Collection service.
- (2) The Green Container shall be limited to the storage and Collection of Food Scraps for Commercial and Multi-Family Collection service, unless further segregation of Food Scraps



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and Yard Trimmings is required and directed by City in accordance to Section 5-32.100 of this Chapter.

“Green Waste” means “Yard Trimmings.”

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

“Hazardous Waste” means any substance, waste or mixture of wastes defined as “Hazardous Substance” or “Hazardous Waste” pursuant to Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. Section 9601 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. Section 9601 et seq., and all future amendments to either of them, or as defined by the California Department of Resources Recycling and Recovery, and all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code § 25110.02, § 25115, and § 25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA). Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term “Hazardous Waste” shall be construed to have the broader, more encompassing definition.

“High Diversion Organic Materials Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5).

“Household Hazardous Waste” or “HHW” means any Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste does not include any waste generated in the course of operating a business or commercial activity at a residence or at any Commercial Business Establishment. Typical Household Hazardous Wastes include used motor oil and oil filters, antifreeze and other vehicle fluids, paints and varnishes, pesticides, herbicides, pool chemicals and cleaning supplies.

“Inspection” means a site visit where the City reviews records, Containers, Receptacles, and an entity’s Collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter.

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public,

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nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

“Local Education Agency” means a school district, charter school, or County office of education that is not subject to the control of City or County regulations related to MSW and Divertable Materials.

“Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility.

“Multi-Family” means a building, dwelling unit or complex containing multiple dwelling units that house more than four residences and that receive centralized Collection service from Containers (i.e. bins, carts, compactors and/or roll off boxes) in enclosures or other designated areas. Apartment complexes, condominiums, townhouses, gated developments, HOA’s, mobile home parks and similarly configured housing complexes are included if they have centralized service. Multi-Family does not include Single-Family residences, duplexes, tri-plexes, four-plexes or any residences that have individual cart Collection service.

“Municipal Solid Waste” or “MSW”, for the purposes of this Chapter, means the variable portion of all non-hazardous discarded materials that is left over after all Diversion Programs are utilized by the owners and/or occupants of all Premises in the City. The owners and/or occupants of all Premises within the City are provided with separate, designated Containers for MSW, Recyclable Materials, Yard Trimmings and Food Scraps ((with the exception of non-food generating Commercial and Business Establishments) and Construction and Demolition Debris (where applicable)). The owners and occupants of all Premises separate and place discarded materials in the appropriate Container provided to their Premises. City provides Special Collection Services and third parties provide Diversion Programs for Diversion of household appliances, E-Waste, grease, fats, oils and other Divertable Materials. MSW is the material placed by owners and/or occupants in the MSW Container and does not include materials placed in the other Containers designated for Divertable Materials or Diverted via other Diversion Programs.

MSW does not include (1) Hazardous Waste, (2) low-level radioactive waste regulated under California Health and Safety Code Sections 25800, et seq., or (3) untreated medical waste which is regulated pursuant to the Medical Waste Management Act, California Health and Safety Code Sections 25015, et seq.

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“Organic Waste” or “Organic Materials” means, for the purposes of this Chapter, Food Scraps and Yard Trimmings.

“Person” means any individual, firm, partnership, limited liability company, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, municipality, district or other political subdivision or any group or combination acting as a unit.

“Premises” means any building, dwelling, or site in any zone within the City from which any activity is conducted, including, without limitation, Residential, service, nonprofit, governmental, institutional, educational, industrial, commercial or agricultural uses.

“Processing Facilities” means facilities where the following activities are conducted: sorting, cleaning, treating, Composting, and reconstituting collected materials and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards of the market place. Processing Facilities include Clean Materials Recovery Facility, Composting Facilities, Anaerobic Digestion Facilities, Bioengineered Feedstock Facilities, wastewater treatment plants, Construction and Demolition Debris sorting facilities, and concrete and asphalt grinding facilities. Processing Facilities do not include waste-to-energy, Biomass, thermal destruction, or any type of Transformation facilities.

“Receptacles” means any object designed and used to hold MSW and Divertable Materials provided by Commercial Businesses for employee and customer use.

“Recovered Materials” means those materials that are processed at a MRF, Compost Facility, Anaerobic Digestion Facility, Bioengineered Feedstock Facility, Construction and Demolition Debris processing facility or any other Processing Facility and thus Diverted from landfill disposal.

“Recyclable Materials” means material which otherwise would become, or be treated as, MSW but which, by means of a process of collecting, sorting, cleansing, treating and reconstructing, may be returned to the economic mainstream in the form of finished or source material for new, reused or reconstituted products, which may be used in the marketplace. Recyclable Materials includes Single-Stream Recyclable Materials and Single Material Recyclables. Recyclable Materials includes, but is not limited to, paper, books, magazines, cardboard, boxes, plastics, metals, glass, and other similar materials authorized by the City for Collection by the Franchise. Recyclable Materials does not include Food Scraps, Yard Trimmings, or Construction and Demolition Debris.

“Recycle” or “Recycling” shall mean the process of collecting, transferring, sorting, cleansing, treating, and reconstituting materials that would otherwise become MSW, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

“Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in Containers (level of fill) and/or presence of Contamination.

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“Residential Premises” or “Residential” includes Single-Family dwellings, Multi-Family dwellings (such as townhouses, apartments, and condominiums), gated developments, HOA’s and mobile home parks that are provided individual Collection service at each dwelling unit, whether by means of walk-in or curbside Collection, and which may be individually billed by Contractor or billed, as part of a central billing process, by the HOA or Property Manager.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-Premises or immediate consumption.

“Route Review” means a visual Inspection of Containers along a hauler’s Collection route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras.

“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Scavenging” means the unauthorized removal of MSW and/or Divertable Materials from Containers of the Franchisee or City Receptacles. Public Resources Code Section 41950 prohibits the Scavenging of paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, or other Divertable Materials from Containers and or City Receptacles.

“Scout Service” means moving individual Containers of MSW, Recyclable Materials, Yard Trimmings and/or Food Scraps to a centralized location on the property where the Containers can be emptied by a Collection vehicle (i.e. frontloader) and then returned to their original locations. The Containers are moved by a pickup truck, motorized utility cart or other similar lightweight vehicle. Scout Service is used to save wear and tear on pavement in parking lots and driveways and to save Collection time. Instead of traveling to the location of each individual Container to empty the Container, the Collection vehicle (i.e. frontloader) only travels to one centralized location where the scout brings the full individual Collection Containers for pickup.

“Self-Haul” means the hauling of MSW and/or Divertable materials to a Processing Facility or Disposal Site or other type of facility by a Generator, owner, or occupant of any Premises.

“Single-Family” means Single-Family residences, duplexes, tri-plexes, four-plexes or any residences that have individual cart Collection service.

“Single-Material Recyclables” means those Recyclable Materials which satisfy each of the following requirements: (1) have been segregated from MSW for handling different from that of MSW by or for the Generator thereof; (2) have been further segregated so that various types of Recyclable Materials, such as glass, metals, paper, cardboard, etc., are not commingled; and (3) after such segregation, contain no more than ten percent 10% Contamination by weight.

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“Single Stream Recyclable Materials” or “Single Stream Recyclables” means those Recyclable Materials collected as separated from MSW by the Generator and consisting of a mixture of metals, glass, plastics #1-7, and all paper grades from Single-Family Premises, Commercial Business Establishments and Multi-Family. Single Stream Recyclable Materials are distinguished from Single-Material Recyclables, which consist of only a single type of material, such as glass, separated from other recyclables.

“Source Reduction and Recycling Element (SRRE)” means plans prepared by all jurisdictions in accordance with Public Resources Code section 41000 et seq. The SRRE sets forth a jurisdiction's basic strategy for management of MSW and Divertable Materials generated within its borders, with emphasis on implementation of Source Reduction, Recycling, and Composting programs Source Reduction, Recycling, and Composting programs.

“Source Separated” means materials that have been separated or kept separate from the MSW stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the Generator, property owner, property owner’s employee, property manager, or property manager’s employee into different Container and/or Receptacles for the purpose of Collection such that Source Separated materials are separated from MSW for the purposes of Collection and processing.

“Special Collection Service” means programs, offered by the City or the City’s Franchisee, for the collection of Universal Waste, Household Hazardous Waste, Electronic Waste, Bulky Goods, holiday trees, and other Diversion Programs.

“Supermarket ” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

“Transformation Facility” means a facility utilizing incineration, pyrolysis, distillation, or biological conversion other than Composting and does not include Composting, gasification, Biomass conversion or “wet” or “dry” Anaerobic Digestion.

“Temporary Collection Service” means Collection of occasional, non-continuing accumulations of waste which is not generated from on-going activities or operations, but which is either:

- (1) C&D resulting from Construction, remodeling, repair, Demolition, site preparation, or grading; or
- (2) Other temporary MSW and/or Divertable Materials Collection where a container is provided for no more than 30 consecutive days, or no more than 60 days in any 90-day period.

“Universal Waste” are any of the Hazardous Wastes that are listed in section 66261.9 of Article 1, Chapter 11, Division 4.5 of Title 22 of the California Code of Regulations (22 CCR Section 66261.9), which

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includes electronic devices, batteries, electric lamps, fluorescent tubes and bulbs, high intensity discharge lamps, sodium vapor lamps and lamps that contain added mercury, mercury-containing equipment, CRT, CRT glass, and non-empty aerosol cans.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

“Wood” means all non-hazardous Wood material that is not painted with lead-based or other paints containing materials identified as Hazardous Waste, or treated with creosote or other hazardous materials. Wood includes, but not limited to, tree branches and other Wood trimmings, dimensional lumber and other pieces of Wood generated during the manufacture or processing of Wood products, Wood generated as part of the harvesting or processing of raw woody crops, and the Wood debris from Construction and Demolition activities.

“Yard Trimmings” means tree and shrub trimmings, grass cuttings, leaves, branches, and similar materials.

### **5-32.030 MSW and Divertable Materials removal.**

- A. MSW and Divertable Materials generated, produced or accumulated in or about Single-Family and Multi-Family, or other place of human habitation, shall be removed from the Premises at least once each week, unless a waiver is approved by the City in accordance to Section 5.32-080. If conditions warrant, the County Health Officer or City manager may require a greater frequency of removal.
- B. MSW and Divertable Materials created, generated, produced or accumulated at Commercial Businesses shall be removed from the Premises at least once every week, unless a waiver is approved by the City in accordance to Section 5.32-080. If conditions warrant, the County Health Officer or City manager may require a greater frequency of removal.
- C. It is unlawful for the Person, having control or possession of the Premises described in the preceding paragraphs, to fail or neglect to provide for the removal of MSW and Divertable Materials. Each day’s violation of this section shall be treated and considered as a separate and distinct offense.

### **5-32.040 Franchise Collection Containers.**

- A. Except for those Persons described or engaged in the activities described in Section 5-32.060(B)-(N), MSW and Divertable Materials shall be placed for Collection in Containers provided by the Franchisee, except when Special Collection Services are authorized and then only in accordance with directions provided by the City’s Franchisee.

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- B. Single-Family Collection Containers shall be placed adjacent to the street, or curb thereon, not earlier than twenty-four (24) hours before Collection is scheduled and removed therefrom not later than twenty-four (24) hours after Collection.
- C. Commercial and Multi-Family Containers shall be placed in enclosures for the storage and Collection of MSW and Divertable Materials. Collection of the Containers in designated areas and enclosures may be serviced utilizing a Scout Service vehicle.
- D. Containers for Temporary Collection Service shall be placed, maintained, and removed in accordance with the City Franchise. Except for the City's Franchisee, it is unlawful for any Person to place a Container for Temporary Collection Service in or on the public right-of-way.

**5-32.050 Franchises.**

- A. Authority. The City may provide for the Collection, transportation, and processing of Divertable Materials by Franchise; and the Collection, transportation, and disposal of MSW by Franchise. If the City awards an exclusive Franchise, the terms of the Franchise agreement shall govern the rights and obligations of the City and the Franchisee.
- B. Franchise Required. Except as otherwise provided in this chapter, it is unlawful for any Person other than the Franchisee to transport or collect MSW or Divertable Materials in the City or to lease, rent, or charge a fee for use of Containers, including Temporary Collection Service, for MSW or Divertable Materials Collection to any Person in the City. Persons and Self-Haulers identified in Section 5-32.060 and 5-32.070 shall not be required to have a Franchise.
- D. Hazardous Waste Inspection and reporting.
  - 1. The Franchisee shall inspect MSW and Divertable Materials put out for Collection in its respective Containers, and shall reject for Collection MSW and Divertable Materials observed to be Contaminated with Hazardous Waste. The Franchisee shall promptly notify the City and all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and local emergency response provides and the National Response Center of reportable quantities of Hazardous Waste, found or observed in MSW or Divertable Materials anywhere within the City. In addition to other required notification, if the Franchise observes any substances, which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on any City Property, including storm drains, streets or other public rights-of-way, the Franchisee shall immediately notify the City manager or his or her designee.
  - 2. The Franchisee shall maintain records showing the types and quantities, if any, of Hazardous Waste found in MSW or Divertable Materials and which was inadvertently collected from service recipients within the City but diverted from landfill disposal.
- E. Customer service.



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1. The Franchisee shall maintain an office accessible by a local phone number, with office hours between the hours of eight a.m. and five p.m. daily, except Sundays and holidays. Each office shall be staffed with a knowledgeable representative, trained to respond to customer questions and complaints. An emergency telephone number shall be provided to the City for use outside normal business hours.
2. The protection of the public health, safety and well-being require that service complaints be acted on promptly and that a record be maintained in order to permit the City and the Franchisee to identify potential public health and safety problems. Accordingly, all service recipients' complaints shall be directed to the Franchisee. During office hours, the Franchisee shall record all complaints, including the date, time, complainant's name and address if the complainant is willing to give his information, and date, and manner of resolution of the complaint. This information shall be maintained for the period of the Franchise. The record of service complaints shall be made available for review by representatives of the City during the Franchisee's office hours.

F. Collection equipment.

1. Vehicles operated by the Franchisee shall be maintained in good operating condition and free of graffiti. Vehicles using compaction mechanisms during the stationary compaction process shall not exceed a single-event noise level of seventy-five (75) decibels (dBA) at a distance of twenty-five (25) feet from the Collection vehicle measured at an elevation of five feet above ground level. The Franchisee shall submit to the City, upon City's request, a certificate of vehicle noise level testing by an independent testing entity of a representative sample of all vehicles.
2. The Franchisee shall comply with all regulations promulgated by all agencies with jurisdiction over the safe, sanitary operation of all of their equipment. The Franchisee shall not damage private streets over which their respective Collection equipment may be operated and shall obtain all required approvals for operation of its respective Collection vehicles on private streets.

- G. Maintenance of Collection Containers. The Collection Containers provided by the Franchisee, including Temporary Collection Service Containers, shall be kept in a clean, painted, and serviceable condition. Graffiti shall be promptly removed, but no later than twenty-four (24) hours after notice by a service recipient or City. Containers shall be steam-cleaned or replaced at least once a year. The City manager or his or her designee has the authority to require the Franchisee to replace promptly any Container, which in the City manager's or his or her designee's reasonable discretion is not in a clean, painted, or serviceable condition.



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**5-32.060 Collection by Persons other than Franchisee.**

- A. Except for Franchisee(s) and except for Self-Haulers and Persons described or engaged in activities described in Subsections (B) - (N) below, it is unlawful for any Person to engage in MSW and/or Divertable Materials Collection services within the City, and all Persons currently engaging in MSW and/or Divertable Materials handling services within the City shall cease such operations immediately upon receiving written notice from the City.
- B. Actual MSW and Divertable Materials Generators. The actual producers of MSW and Divertable Materials and the owners of property upon which MSW and Divertable Materials has accumulated may personally engage in MSW and Divertable Materials handling services, but only as to the MSW and Divertable Materials which they have actually produced or which has accumulated on their own property, and provided that they comply with the provisions of this Chapter and with any other governing laws. Except in accordance with Subsections (C) and (D), actual producers and property owners shall not allow any other Person, except the City's Franchisee, to perform MSW and Divertable Materials Collection services for the MSW and Divertable Materials which they have produced, which has accumulated on their property, or which they otherwise own or control.
- C. Construction contractors. The actual producers of Construction and Demolition Debris and the owners of property upon which Construction and Demolition Debris has accumulated may engage the contractor who produced all or a part of said Construction and Demolition Debris to perform handling services or all or part of the Construction and Demolition Debris generated during the Construction or Demolition project; provided that all such contractors comply with the provisions of Chapter 5-48 and with any other governing laws. Said actual producers and property owners shall not allow any other Person, except for the City's Franchisee or the contractor described in this subsection, to perform Collection services for the Construction and Demolition Debris which they have produced, which has accumulated on their property, or which they otherwise own or control.
- D. Gardeners and landscapers. Subject to Section 5-32.070, Gardeners or landscapers may transport Yard Trimmings or MSW and/or Divertable Materials generated by their work, only if transported by their own employees in the gardener or landscaper's own vehicles to Processing Facilities.
- E. Cleanup services. Subject to Section 5-32.070, any Person whose primary business is the cleanup of waste on the property of another and who, incidental to such business:
  - (1) Hauls only the MSW and/or Divertable Materials which he/she cleans up and no other MSW and/or Divertable Materials;
  - (2) Uses his/her own vehicle to haul the MSW and/or Divertable Materials which he/she cleans up;

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- (3) Does not use a Container, whether or not such Container is left at the cleanup site, to accomplish the cleanup, Collection, or transportation of the MSW and/or Divertable Materials; and
  - (4) Does not use a commercial vehicle such as a front loader, side loader, or rear loader.
- F. Compactor lessors. Persons may lease stationary compactors, which are Containers approximately ten to 50 cubic yards in capacity with a trash compaction mechanism attached that pushes and compresses waste into the Container, and that must be removed from the Collection site for disposal, or compaction units that attach to smaller Collection bins that are typically one to eight cubic yards.
  - G. Non-profit charities. Non-profit charities registered with the attorney general of the State periodically accepting donations of Divertable Materials may transport the Divertable Materials, provided that the charity transport the Divertable Materials to a Processing Facility and that charity volunteers and employees comply with the provisions of this Chapter and with any other governing laws.
  - H. Transport only. Any Person may haul MSW and/or Divertable Materials generated and collected in other jurisdictions over City streets provided they comply with the provisions of this Chapter and with any other governing laws, and provided further that they do not engage in any MSW and/or Divertable Materials Collection services within the City.
  - I. Document destruction companies. Companies whose primary purpose is the destruction of documents/records that, incidental to this purpose, collect paper and deliver such paper, after shredding/destruction, to a Processing Facility, are not required to obtain a Franchise or recycling permit to transfer and Recycle this material.
  - J. Emergencies. In the event of an emergency, including, but not limited to, the breakdown of equipment or other unforeseen or unpreventable circumstances, or where in the judgment of the City the particular situation justifies such action, the City may issue limited or temporary contracts to any Person to perform MSW and Divertable Materials handling services, subject to reasonable fees, charges and conditions as the circumstances may warrant and as the parties involved may agree upon; provided that such fees and charges received from or paid to any Person under this subsection for any period exceeding 15 days in duration shall be approved by the Council.
  - K. Food Scraps that are processed on-site at a Residential Premises, Commercial Premises, Industrial Premises or Institutional Premises using either conventional Composting or by using a Food Scrap Commercial appliance. Yard Trimmings that are processed on-site at a Residential, Commercial, Industrial or Institutional Premises using Composting or mulching.
  - L. Food Scraps that are separated by the Customer and not placed for Collection by Contractor and that are donated, sold or the Customer pays for Collection and delivery of the Food Scraps for

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use as animal feed. This includes Food Scraps that are Self-Hauled by the Customer to any entity or Person for use as animal feed.

- M. Recyclable beverage containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code Section 14500 et seq.
- N. Edible Food for Human Consumption that is collected by any Person, including but not limited to, non-profit organizations, for-profit organizations, partnerships or other entities, volunteers, individuals and activities of any Persons that provide any of the following services:
  - (1) Arrange for the Collection of Edible Food and for the delivery of such Edible Food to locations and organizations for human consumption, including but not limited to, food banks, churches, homeless shelters, warming shelters, other non-profit or charitable entitles, volunteer groups, delivery to individuals (e.g. Meals on Wheels), free or reduced-cost grocery markets, hospitals, schools and others.
  - (2) Provide programs, telephone and computer apps, databases, and other means to connect food donors with those that can use the Edible Food and assist the parties in getting the Edible Food from the donor to the recipients for human consumption
  - (3) Compile, publish and/or distribute lists of Edible Food available for donation and food needed (specifying types, quantities, and dates/times available and needed).
  - (4) Provide pickup, transportation, and/or delivery of Edible Food from donors to recipients.
  - (5) Provide reporting data on the pounds of Edible Food diverted from Disposal from these efforts in the City.
- O. The Council may, at its election, waive any permit, license, Franchise or other fee for selected categories of permittees or Franchisees.

### **5-32.070 Self-Hauler requirements.**

Self-Haulers that collect and transport materials pursuant to Section 5-32.060 shall:

- A. Source separate all Divertable Materials from MSW generated on-site in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, and haul the Source Separated materials to a Processing Facility and/or a Disposal Site that recovers those materials.
  - (1) Alternatively, Self-Haulers may haul commingled MSW and Divertable Materials to a High Diversion Organic Materials Processing Facility as specified in 14 CCR Section 18984.3.

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- B. Self-Haulers that are Commercial Businesses (including Multi-Family) shall keep a record of the amount of Organic Waste delivered to each Processing Facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
- (1) Delivery receipts and weight tickets from the entity accepting the waste.
  - (2) The amount of material in cubic yards or tons transported by the Generator to each entity.
  - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

**5-32.080 Organic Waste Waivers**

The following Organic Waste waivers shall be reviewed and may be approved by City in accordance with criteria developed by City to ensure compliance with SB 1383 Regulations.

- A. De Minimis Waiver. Residential development with minimal individual open space and greenspace such as town homes with common-area open space predominantly serviced by gardeners and landscapers subject to Section 5-32.070 of this Chapter are exempt from the Organic Materials requirements of this Chapter. Furthermore, the City may waive a Commercial Business' obligation (including Multi-Family) to comply with some or all of the Organic Materials requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Materials as described in this Section. Commercial Businesses requesting a de minimis waiver shall:
- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subdivision (b) below.
  - (2) Provide documentation that either:
    - (a) The Commercial Business' total MSW and Divertable Materials Collection service is two cubic yards or more per week and Organic Waste subject to Collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
    - (b) The Commercial Business' total MSW and Divertable Materials Collection service is less than two cubic yards per week and Organic Waste subject to Collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

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- (3) Notify the City if circumstances change such that the Commercial Business' Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.
  - (4) Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved a de minimis waiver.
- B. Physical Space Waiver. A Commercial Business Customer may request a physical space waiver through the following process:
  - (1) Submit an application form specifying the type(s) of Collection services for which they are requesting a compliance waiver.
  - (2) Provide documentation that the Premises lack adequate space for Blue Containers and/or Green Containers including documentation from the hauler, licensed architect, or licensed engineer.
  - (3) Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.
- C. De Minimis Generation Waiver. Single-Family Customers that generate less than one-half gallon per week of Organic Waste.
- D. Collection Frequency Waiver. City, in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any Commercial Business Premises that subscribes to the City's Collection service to arrange for the Collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

**5-32.090 Requirements for Single-Family Generators**

Single-Family Generators shall comply with the following requirements except Single-Family Generators that meet the Self-Hauler requirements in Section 5-32.050 and 5-32.060:

- A. Single-Family Generators shall subscribe to the City's Organic Waste Collection services for all Organic Waste generated as described in subdivision (B) of this Section. The City shall have the right to review the number and size of a Generator's Containers to evaluate adequacy of capacity provided for each type of Collection service for proper separation of materials and containment of materials; and, Single-Family Generators shall adjust their service level for their Collection services as directed by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- B. Single-Family Waste Generators shall participate in the City's Organic Waste Collection service(s) by placing designated materials in designated Containers as described in in subdivision (C) of this Section and shall not Contaminate Collection Containers per SB 1383 Regulations.

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- C. Single-Family Organic Waste Generators shall place Food Scraps and Yard Trimmings in the Green Container; Recyclable Materials in the Blue Container; and MSW in the Gray Container that are provided by the terms of the City's Franchise.

### 5-32.100 Requirements for Commercial Businesses Generators

- A. Generators that are Commercial Businesses shall subscribe to the City's three Container Collection services and comply with requirements of those services as described in this Section.
- B. Generators that are Commercial Businesses shall place Food Scraps in the Green Container; Recyclable Materials in the Blue Container; and MSW in the Gray Container that are provided by the terms of the City's Franchise. Generators shall not Contaminate Collection Containers per SB 1383 Regulations. City may require additional segregation of a Generator's Green Container for the purposes of separating Food Scraps from Yard Trimmings. The following Containers will be provided as directed by the City manager or his/her designee when additional segregation of a Generator's Green Container is required:
  - (1) A Brown Container that is limited to the Collection of Food Scraps only.
  - (2) A Green Container that is limited to the Collection of Yard Trimmings only.
- C. The City shall have the right to review the number and size of a Generator's Containers and frequency of Collection service to evaluate adequacy of capacity such that the proper separation of materials can be achieved with the minimum Contamination levels as required by SB 1383 Regulations. Commercial Businesses shall adjust their service level for their Collection services as requested by the City.
- D. Generators shall supply and locate an adequate number and size of internal Collection Receptacles for employees to be able to sort Divertable Materials such as Food Scraps and Recyclable Material.
- E. Generators shall provide Receptacles with sufficient labels and colors for Customers to be able to sort Divertable Materials such as Food Scraps and Recyclable Material in all indoor and outdoor areas where disposal Receptacles are provided for customers pursuant 14 CCR Section 18984.8 (b). Such Receptacles do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of Receptacle, then the business does not have to provide that particular Receptacle in the areas where customers are present pursuant to 14 CCR Section 18984.9(e).
- F. Generators shall periodically inspect Receptacles for Contamination and inform and educate employees if Receptacles are Contaminated and the requirements to place Divertable Materials in the proper Receptacle.

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- G. Commercial Businesses shall periodically inspect the City's Franchisee Collection Containers for Contamination and inform employees if Containers are Contaminated and of the requirements to keep contaminants out of those Containers pursuant to 14 CCR Section 18984.9(a).
- H. Commercial Businesses shall annually provide information to employees, contractors, tenants, and customers and about proper sorting of Food Scraps, Recyclable Materials, and where applicable, Yard Trimmings, and how this material is processed, recovered and diverted from landfills pursuant to 14 CCR Section 18984.10(b).
- I. Commercial Businesses shall provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes the City's Diversion Programs, Contamination, and the location of Containers and Receptacles and the rules governing their use at each property pursuant to 14 CCR Section 18984.10(b).
- J. Commercial Businesses shall provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 5-32.230 of this Chapter to confirm compliance with the requirements of this Section.
- K. Commercial Businesses shall accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of Containers for Contamination, which may be implemented at a later date, to evaluate Generator's compliance with subdivision (B) above. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Containers provided by the City's Franchisee.
- L. At Commercial Business's option and subject to any approval required from the City, Commercial Businesses may implement a Remote Monitoring program for Inspection of the contents of Containers provided by the City's Franchisee for the purpose of monitoring the contents of Containers to determine appropriate levels of service and to identify Contamination. Generators may install Remote Monitoring devices on or in the City's Franchisee Containers subject to written notification to and approval by the City or its designee.
- M. If a Commercial Business wants to Self-Haul, the Commercial Business must meet the Self-Hauler requirements in Sections 5-32.060 and 5-32.070 of this Chapter.
- N. Nothing in this Section prohibits a Generator from preventing or reducing waste generation and/or managing Food Scraps and Yard Trimmings on site pursuant to 14 CCR Section 18984.9(c).
- O. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements pursuant to Section 5-32.130 of this Chapter.

**5-32.110 Requirements for Multi-Family Generators**

- A. Generators that are Multi-Family shall subscribe to the City's three Container Collection services and comply with requirements of those services as described in this Section.



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- B. Generators that are Multi-Family shall place Food Scraps in the Green Container; Recyclable Materials in the Blue Container; and MSW in the Gray Container that are provided by the terms of the City's Franchise. Generators shall not Contaminate Collection Containers per SB 1383 Regulations. City may require additional segregation of a Generator's Green Container for the purposes of separating Food Scraps from Yard Trimmings. The following Containers will be provided as directed by the City manager or his/her designee when additional segregation of a Generator's Green Container is required:
- (1) A Brown Container that is limited to the Collection of Food Scraps only.
  - (2) A Green Container that is limited to the Collection of Yard Trimmings only.
- C. The City shall have the right to review the number and size of a Generator's Containers and frequency of Collection service to evaluate adequacy of capacity such that the proper separation of materials can be achieved with the minimum Contamination levels as required by SB 1383 Regulations. Multi-Family shall adjust their service level for their Collection services as requested by the City.
- D. Generators shall supply and allow access to adequate number, size and location of Collection Containers with sufficient labels or colors pursuant to 14 CCR Section 18984.8 for tenants, employees, and contractors, consistent with the City's Franchisee Collection Container service.
- E. Generators shall periodically inspect Containers for Contamination and inform and educate tenants if Containers are Contaminated and the requirements to place Divertable Materials in the proper Container.
- F. Generators shall annually provide information to tenants about proper sorting of Food Scraps, Recyclable Materials, and where applicable, Yard Trimmings, and how this material is processed, recovered and diverted from landfills.
- G. Multi-Family Generators shall provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 5-32.230 of this Chapter to confirm compliance with the requirements of this Section.
- H. Multi-Family Generators shall accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of Containers for Contamination, which may be implemented at a later date, to evaluate Generator's compliance with subdivision (B) above. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Containers provided by the City's Franchisee.
- I. At Multi-Family Generator's option and subject to any approval required from the City, Multi-Family Generators may implement a Remote Monitoring program for Inspection of the contents of Containers provided by the City's Franchisee for the purpose of monitoring the contents of Containers to determine appropriate levels of service and to identify Contamination. Generators

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may install Remote Monitoring devices on or in the City's Franchisee Containers subject to written notification to and approval by the City or its designee.

- J. If a Multi-Family Generator wants to Self-haul, the Multi-Family Generator must meet the Self-Hauler requirements in Sections 5-32.060 and 5-32.070 of this Chapter.
- K. Nothing in this Section prohibits a Multi-Family Generator from preventing or reducing waste generation, managing Food Scraps and Yard Trimmings on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

### **5-32.120 Organic Waste Haulers and Facility Operators**

- A. Requirements for Haulers.
  - (1) Franchisees providing Residential, Commercial, or industrial Organic Waste Collection services to Generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, Franchise, or other authorization with the City to collect Organic Waste:
    - (a) Through written notice to the City annually, in accordance with the City Franchise, on or before June 30, identify the Processing Facilities to which they will transport Divertable Materials.
    - (b) Obtain approval from the City to haul Food Scraps and/or Yard Trimmings, unless it is transporting these materials to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 5-32.210 of this Chapter, and Chapter 5-48 (C&D Waste Recycling Program).
    - (c) Comply with education, equipment, signage, Container labeling, Container color, Contamination monitoring, reporting, and other requirements contained within its Franchise agreement, permit, or license issued by the City and within SB 1383 Regulations.
- B. Requirements for Facility Operators and Community Composting Operations.
  - (1) Owners of Processing Facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
  - (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an

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estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

### 5-32.130 Organic Waste Commercial Edible Food Generators.

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
  - 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
  - 2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the Collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator Self-Hauls to the Food Recovery Organization for Food Recovery.
  - 3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
  - 4. Allow City's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR Section 18991.4.
  - 5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
    - (a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
    - (b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
    - (c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
      - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

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- (ii) The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
  - (iii) The established frequency that food will be collected or Self-Hauled.
  - (iv) The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and amended Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

**5-32.140 Food Recovery Organizations and services; regional agencies.**

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
  - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
  - 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
  - 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
  - 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
  - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
  - 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

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3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 1.
- D. Food Recovery Capacity Planning. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

**5-32.150 Illegal Collection Containers on private property.**

- A. It is unlawful for any private property owner to permit a Collection Container, including Temporary Collection Service, which is not owned by the City Franchisee to be located on the owner's real property, except for Self-Haulers and Persons as described in Section 5-32.060.
- B. Any such illegal Container is prohibited, a public nuisance, and is subject to removal pursuant to Chapter 7-04 (Nuisances) and the Container may be impounded pursuant to Section 5-32.160.

**5-32.160 Impound of illegal Collection Containers.**

- A. Any Collection Container, including a Container used for Temporary Collection Service, which is unlawfully deposited on City Property by any Person shall be subject to removal and impound by order of the City manager or the City manager's designee. The owner of any Container that is removed and impounded pursuant to this section shall be liable to the City for payment of an impound fee, the amount of which shall be fixed by Council resolution, in addition to the payment of any other fees or expenses incurred for the storage of the Container and/or the processing and safe disposal of the contents thereof.
- B. The City manager, or the City manager's designee, by written notice may require the removal of any Container on City Property. A notice shall be posted upon the Container. The notice shall specify the violation and shall require the removal of the Container within twenty-four (24) hours. Such notice shall be required one time only to any one owner of a Container. Following such posting, it shall be conclusively presumed thereafter that the owner of the Container has knowledge of the requirements of this section. If the Container is not removed within twenty-four (24) hours, then the Container is subject to impoundment.

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- C. Future placement of a Container on City Property by a Person that has been previously notified of such violation shall be deemed to be in violation of the provisions of this section and such notice shall not be required to be posted on said Container prior to impoundment by the City.
- D. Written notice (if an address is ascertainable) shall be provided by the City, to the owner of the impounded Container, of the impound charges and location of the stored Container. A Container that is unclaimed ninety (90) days after the notice required by this chapter, or after ninety (90) days if the owner cannot be ascertained, shall be donated by the City to the Franchisee.

**5-32.170 Dumping prohibited.**

It is unlawful for any Person to place, deposit, or dump MSW and/or Divertable Materials upon any private or public real property in the City, except in Containers for Collection services provided by the City's Franchisee. It is unlawful for any Person to place, deposit or dump Hazardous Waste, medical waste, or abandoned vehicles, or parts thereof, upon any private or public real property in the City.

**5-32.180 Scavenging prohibited.**

It is unlawful for any Person, other than the Franchisee to remove MSW and/or Divertable Materials from the Franchisee's Collection Containers, including Containers for Temporary Collection Service. It is unlawful for any Person, other than a City employee, contractor or Franchisee, to remove MSW and/or Divertable Materials from City Receptacles.

**5-32.190 Sanitary transportation of MSW and Divertable Materials.**

No Person shall convey or transport MSW and/or Divertable Materials upon or along any public street in the City unless such MSW and Divertable Materials is contained and/or covered or otherwise secured so as to prevent it from leaking, dripping, falling, blowing or scattering from the vehicle in which it is being conveyed or transported. All vehicles and equipment used in the transport of any form of MSW and Divertable Materials shall be kept clean. No Person shall drain the liquid from any such vehicle upon any road or highway or upon any other land in the City. Persons hauling MSW and Divertable Materials on the City streets shall completely empty the MSW and Divertable Materials from their vehicles and/or disposal Receptacles at the Processing Facility or permitted landfill, or re-cover them if they are not completely emptied, in order to prevent the scattering of residue on the return trip.

**5-32.200 Days and hours of collection.**

- A. Single-Family and Multi-Family Collection shall be made only between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, and between 7:00 a.m. and 6:00 p.m. on a Saturday following a holiday.

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- B. Commercial Collection, excluding Multi-Family Residential dwellings, shall be made only between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, and between 6:00 a.m. and 6:00 p.m. on a Saturday following a holiday.
- C. The City manager or his/her designee may modify the days and hours of Collection to address any public health, safety and welfare concerns.

**5-32.210 Compliance with CalGreen Recycling Requirements.**

- A. Persons applying for a permit from the City for new Construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen and incorporated as part of the City's Building Code pursuant to Chapter 10-68 of this Code, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply. Project applicants shall refer to the City's Building Code for complete CALGreen requirements.
- B. For projects covered by CALGreen, the applicants must, as a condition of the City's permit approval, comply with the following:
  - 1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and Collection of Blue Container and Green Container materials, consistent with the three-container Collection program offered by the City, or comply with provision of adequate space for Recycling for Multi-Family and Commercial Premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen as amended, provided that amended requirements are more stringent than the CALGreen requirements for adequate Recycling space effective January 1, 2020.
  - 2. New Commercial Construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and Collection of Blue Container and Green Container materials, consistent with the three-container Collection program offered by the City, or shall comply with provision of adequate space for Recycling for Multi-Family and Commercial Premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen, as amended, provided that amended requirements are more stringent than the CALGreen requirements for adequate Recycling space effective January 1, 2020.
  - 3. Comply with CALGreen requirements and applicable law related to management of C&D, including Diversion of Yard Trimmings, Wood, Food Scraps, and Recyclable Materials in C&D from disposal in landfills. Comply with the City's Construction and Demolition Waste Recycling Program regulations, Chapter 5-48 of this Code, and all written and published policies and/or administrative guidelines regarding the Collection, Recycling, Diversion, tracking, and/or reporting of C&D.



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**5-32.220 Compliance with Landscape Water Efficiency Ordinance Requirements.**

- A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 2.5(H)(2)(b), (c), (d), and (g) of the Landscape Water Efficiency Guidelines established pursuant to Chapter 9-47 of this Code (incorporating 23 CCR Sections 492.6(a)(3)(B) (C), (D), and (G)), including sections related to the use of Compost and mulch as delineated in this Section.
- B. The following Compost and mulch use requirements that are part of Chapter 9-47 of this Code are now also included as requirements of this Chapter. Other requirements of Chapter 9-47 are in effect and can be found in Ordinance No. 2016-1 (amending Chapter 9-47 of this Code and incorporating 23 CCR, Division 2, Chapter 2.7).
- C. Property owners or their building or landscape designers that meet the threshold for landscape water efficiency compliance outlined in subdivision (a) above shall:
  - 1. Comply with Sections 2.5(H)(2)(b), (c), (d), and (g) of the Landscape Water Efficiency Guidelines established pursuant to Section 9.05.120 of this Code, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
    - (a) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
    - (b) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
    - (c) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
  - 2. The landscape water efficiency compliance items listed in this Section are not an inclusive list of Chapter 9-47 requirements; therefore, property owners or their building

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or landscape designers that meet the threshold for landscape water efficiency compliance outlined in subdivision (a) shall consult 9-47 and the full Landscape Water Efficiency Guidelines for all requirements.

- D. If, after the adoption of the ordinance enacting this Section, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) in a manner that requires the City to incorporate the requirements of an updated Model Water Efficiency Landscape Ordinance in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

### **5-32.230 Inspection and investigation.**

- A. City representatives and/or its designated entity, including designees are authorized to conduct Inspections and investigations, at random or otherwise, of any Containers and Receptacles, Collection vehicle loads, or Processing Facilities for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter by Single-Family Generators, Multi-Family Generators, Commercial Businesses Generators, property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private Residential property for Inspection. For the purposes of inspecting Commercial Business Containers and Receptacles for compliance with Section 5-32.100(B) of this Chapter, City may conduct Container Inspections for Contamination using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 5-32.100(L) of this Chapter.
- B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of Residential property interiors) and shall cooperate with the City's employee or its designated entity/designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in Containers and Receptacles, Edible Food Recovery activities, records, or any other requirement of this Chapter. Failure to provide or arrange for: (i) access to an entity's Premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties.
- C. Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- E. City shall receive written complaints from Persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

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**5-32.240 Enforcement.**

## A. General Penalties and Enforcement Actions:

- (1) Except as otherwise provided in this Chapter, any Person violating any provision of this Chapter shall be punishable for an infraction pursuant to Chapters 1-32 (General Penalty) and/or 1-36 (Administrative Citations and Penalties) of this Code, and the applicable requirements of 14 CCR section 18997.2. Any person convicted of an offense under the provisions of this Chapter shall be subject to punishment for a first conviction by a fine of not more than \$50.00, for a second conviction within a period of one year by a fine of not more than \$100.00, and for a third or any subsequent conviction within a period of one year by a fine of not more than \$250.00.
- (2) City will conduct Inspections, Route Reviews or waste evaluations and compliance reviews, depending upon the type of regulated entity, to determine compliance with this Chapter, and if the City determines that an owner, responsible party, Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service or other entity is not in compliance, it may provide educational materials to the entity describing its obligations under this Chapter during calendar year 2022 and 2023 with a notice that compliance is required, rather than issuance a notice of violation and assessment of penalties, except that the City may assess criminal and administrative civil penalties in the event that the City prosecutor determines that prosecution is warranted to deter egregious conduct. Commencing January 1, 2024, violations shall be subject to penalties.
- (3) Except for violations of Contamination of Container contents, which will be addressed through non-collection of Containers and noticing by the Franchisee, and violations subject to immediate administrative citation, City shall issue a notice to abate violations in accordance with Chapter 1-36 of this Code requiring compliance within a maximum of 60 days of issuance of the notice. The City may extend the compliance deadlines set forth in a notice to abate violations if it finds that there are extenuating circumstances beyond the control of the non-compliant party that make compliance within the deadlines impracticable, as described in 14 CCR Section 18995.4 including the following:
  - (a) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters,
  - (b) Delays in obtaining discretionary permits or other government agency approvals; or,

**EXHIBIT A**

- (c) Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the city is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
- B. In addition, in the event any violation of this Chapter constitutes an imminent danger to public health, safety or the environment, the City manager or any agent or Person designated by the City manager, may enter upon the Premises from which the violation emanates, abate the violation and danger created to the public safety or the environment, and restore any Premises affected by the alleged violation, without notice to or consent from the owner or occupant of the Premises. An imminent danger shall include, but is not limited to, circumstances created by a disposal of solid or Hazardous Waste where such disposal creates a significant and immediate threat to the public health or safety, or the environment.
- C. Violations of this Chapter are deemed public nuisances, which may be abated by administrative, civil, or criminal action in accordance with the terms and provisions of this code and state law. All costs and fees incurred by the City because of any violation of this Chapter, which constitutes a nuisance, including all administrative fees and expenses and legal fees and expenses, shall become a lien against the subject Premises from which the nuisance emanated, and a personal obligation against the owner. The owner of record of the Premises subject to any lien shall receive notice of the lien prior to recording. The City attorney is authorized to collect nuisance abatement costs or enforce a nuisance lien in an action brought for money judgment, or by delivery to the County assessor of a special assessment against the Premises.
- D. The City may utilize any and all other remedies as otherwise provided by Chapter 1-32, Chapter 1-36 of this Code and California law to enforce the provisions of this Chapter.

# ATTACHMENT B

Redline of current  
Chapter 5-32 of the LHMC

**Chapter 5-32**  
**SOLID WASTE AND RECYCLING**

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## 5-32.010 Declaration of purpose.

- A. The purpose of this Chapter is to regulate Municipal Solid Waste (MSW) and Divertable Materials ~~handling in order to protect the public health, safety and welfare and to meet the City's obligations under the California Integrated Waste Management Act 1989 (Public Resources Code Sections 40,000 et seq. as amended from time to time) (Hereinafter "AB 939").~~
- B. The City is obligated by AB 939 to implement plans for MSW ~~source reduction, reuse, and Recycling (including Composting) to meet specified achievement milestones.~~
- C. State Recycling law, Assembly Bill 341 of 2011 requires businesses and Multi-Family property owners that generate a specified threshold amount of MSW to arrange for Recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program.
- D. State organics Recycling law, Assembly Bill 1826 of 2014 requires businesses and Multi-Family property owners that generate a specified threshold amount of MSW, Recycling, and Organic Waste per week to arrange for Recycling services for that waste, requires the City to implement a Recycling program to Divert Organic Waste from businesses subject to the law, and requires the City to implement a Mandatory Commercial Organics Recycling program.
- E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City, Residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- F. SB 1383 further requires the City to adopt and enforce an ordinance to implement relevant provisions of SB 1383 Regulations. The ordinance amending this Chapter will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- G. Pursuant to the California Constitution, the ~~city~~City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059 aspects of ~~solid-waste~~MSW handling of local concern include, but are not limited to, the frequency of ~~collection~~Collection, means of ~~collection~~Collection and transportation, level of service, charges and fees, and whether ~~solid-waste~~MSW services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive ~~franchise~~Franchise, contract, license or permit, and the terms and conditions of such ~~franchise~~Franchise, license or permit.

~~The city is obligated by the California Integrated Waste Management Act (Public Resources Code Sections 40,000 et seq.) (hereinafter "AB 939") to implement plans for solid waste source reduction, reuse, and recycling so as to meet specified achievement milestones.~~

~~The purpose of this chapter is to regulate solid waste handling in order to protect the public health, safety and welfare and to meet the city's obligations under AB 939. (Ord. 2005-6 § 2 (part))~~

## 5-32.020 Definitions.

~~As used in this chapter, the following terms shall have the meanings set forth below.~~ For the purposes of this Chapter, unless otherwise apparent from the context, certain words and phrases used in this Chapter are defined as provided for below. Certain definitions shall have the same meaning as established in AB 939, the California Integrated Waste Management Act of 1989, as amended from time to time, and the regulations of the California Department of Resources Recycling and Recovery (CalRecycle) codified at Title 14 of the California Code of Regulations, Division 7 (commencing with Section 17000), as amended from time to time, which definitions shall take precedence to be consistent with State law and regulations.

~~"AB 939" or "Act"~~ means the California Integrated Waste Management Act of 1989, codified in part at ~~PRC~~ Public Resources Code Section ~~40,000~~ 40000 et seq., as it may be amended from time to time and as implemented by the regulations of the California ~~Integrated Waste Management Board~~ Department of Resources Recycling and Recovery, or its successor.

~~"City property" means property that the city of Laguna Hills owns in fee or over which it has an easement, including but not limited to public streets, public right-of-ways, and public parkways.~~ Anaerobic Digestion Facility" ("AD Facility") means a facility that uses a biological process that decomposes organic matter in an environment with little or no oxygen resulting in a biogas and a liquid/solid stream called anaerobic digestate. The decomposition occurs in a four-step process: hydrolysis, acidogenesis, acetogenesis, and methanogenesis to break down organic matter into methane, carbon dioxide, water and anaerobic digestate/residuals.

"Bioengineered Feedstock" means a mixture of materials utilized in wastewater treatment plants (WWTP's) or publicly owned treatment works (POTW's) to produce biogas. (This process is also referred to as "wet anaerobic digestion".) Bioengineered Feedstock may include primary and/or secondary sludge, greases from the WWTP grease trap, and organic materials such as Food Scraps from households or other organic materials from industries that have been pre-treated and liquefied to the required consistency.

"Bioengineered Feedstock Facility" means a Processing Facility that accepts Food Scraps and other Bioengineered Feedstock, chops, macerates or otherwise size-reduces the incoming materials, mixes the material with liquid and produces a slurry which is then transported or otherwise delivered to a wastewater treatment plant or similar facility for use as a Bioengineered Feedstock to produce methane.

“Biomass Conversion Facility” (Biomass) means a facility which uses the controlled combustion of the following materials (when separated from MSW) to produce electricity or heat: (1) agricultural crop residues; (2) bark, lawn, yard and garden clippings; (3) leaves, silviculture residue, tree and brush prunings; (4) Wood, Wood chips and Wood waste; or (5) non-recyclable pulp or non-recyclable paper.

“Blue Container” means a container where either: (a) the lid of the container is in blue color, or (b) the body of the container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a blue container may be any color. Blue Containers shall be used for the purpose of storage and Collection of Recyclable Materials.

“Brown Container” means a container where either: (a) The lid of the container is brown in color, or (b) the body of the container is brown in color and the lid is either brown, gray, or black in color. Hardware such as hinges and wheels on a Brown container may be any color. Brown Containers shall be used for the purpose of storage and Collection of Food Scraps only if directed by the City in accordance to Section 5-32.100 of this Chapter.

“Bulky Goods” means furniture, household or industrial appliances, mattresses, shipping crate, oversized yard waste such as tree trunks and large branches if no larger than two feet (2’) in diameter and four feet (4’) in length, and other large, bulky or heavy objects not normally discarded on a regular basis at Single-Family and Multi-Family dwellings, or Commercial establishments. Bulky Goods does not include automobile bodies or Construction and Demolition Debris.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“City Property” means property that the City of Laguna Hills owns in fee or over which it has an easement, including but not limited to public streets, public right-of-ways, and public parkways.

“City Receptacles” means any object designed and used to hold MSW and Divertable Materials provided by the City for public use such as City Parks, City facilities and facilities maintained by the city.

“Clean Materials Recovery Facility” or “Clean MRF” means a MRF, or that portion of a MRF that processes Recyclable Materials such as Single-Material Recyclables and Single Stream Recyclable Materials, containing no more than the maximum residue allowed by CalRecycle permit regulations (10% residue).

“Collection” or “Collect” means the taking of physical possession of MSW, Recyclable Materials, Yard Trimmings, Food Scraps, Construction and Demolition Debris or other materials from customers, and their transport to a Processing Facility, transfer station or landfill.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential dwelling. A Multi-Family Residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined below. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

A. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

B. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

“Compliance Review” means a review of records by city to determine compliance with this Chapter.

“Composting” means the creation of Compost.

“Compost Facility” means a facility that processes one or more of the following that have been source-separated from MSW: Food Scraps, Yard Trimmings, Wood, and Food-Soiled Paper such as paper napkins and paper towels by means of outdoor windrow Composting, aerated static pile Composting,

covered Composting, vermiculture, or other outdoor Composting methods or covered Composting with use of either finished Compost or fabric, synthetic or other type(s) of cover(s) applied to the Composting piles.

“Compost” is the product resulting from the controlled biological decomposition of organic material that are Source Separated from the MSW stream and that has been sanitized through the generation of heat and processed to further reduce pathogens’ (PFRP), as defined by the U.S. EPA (Code of Federal Regulations Title 40, Part 503, Appendix B, Section B), and stabilized to the point that it is beneficial to plant growth. Compost bears little physical resemblance to the raw material from which it originated. Compost is an organic matter source that has the unique ability to improve the chemical, physical, and biological characteristics of soils or growing media. It contains plant nutrients but is typically not characterized as a fertilizer.

“Contamination” means materials which are not specified for Collection in particular Containers and Receptacles or for processing at any Processing Facility and which would either interfere with such processing or reduce the quality and value of the Recovered Materials. For example, metals and plastics constitute “Contamination” if placed in a Food Scraps and Yard Trimmings Container (or Green Container). Tree trimmings or Food Scraps constitute “Contamination” if placed in a Recyclable Materials Container (or Blue Container). Contamination of MSW means the presence of Divertable Materials in the MSW Container (or Gray Container) such as Recyclable Materials, Food Scraps, Construction and Demolition Debris, and/or Yard Trimmings.

“Contaminate” means the act of “Contamination.”

“Containers” means any object designed and used to hold MSW and Divertable Materials. Recyclable Materials, Food Scraps, Yard Trimmings or Construction and Demolition Debris to be collected by the Franchisee. Containers include carts, bins, open-top roll off boxes, and compactors.

“Construction” means the building, rehabilitation, remodeling, renovation or repair of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

“Construction and Demolition Debris” or “C&D” includes building materials such as Wood, sheetrock, metals, concrete, asphalt, dirt, yard trimmings from grubbing, packaging and rubble resulting from Construction, remodeling, repair or Demolition operations on pavements, houses, commercial and industrial buildings, and other structures and improvements.

“Demolition” means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

“Disposal Site” means the City-designated Landfill(s), transfer station(s) or other facility(ies) used for the disposal of MSW.

“Divertable Materials” or “Divertable” means Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris, Special Collection Services materials, and all other materials that

can be diverted from disposal. Divertable Materials includes, but is not limited to, all materials required to be Diverted from disposal by the City, CalRecycle or any state or federal agency. Divertable Materials includes Food Soiled Paper only when directed by the City and in accordance to the Franchise.

“Diversion” or “to Divert” means any combination of Recycling, sorting, Composting, and/or other processing activities conducted at a Clean MRF, a Compost Facility, an Anaerobic Digestion Facility, a Bioengineered Feedstock Facility, a Construction and Demolition Debris Processing Facility or another City-approved Processing Facility in order to prepare, use and/or market the materials for reuse, remanufacture, reconstitution or to otherwise return the materials to the economic marketplace and to prevent the materials from being disposed in a landfill.

“Diversion Programs” means Collection of Recyclable Materials, Yard Trimmings, Food Scraps, Wood, Construction and Demolition Debris, and processing of said materials at a Clean MRF, a Compost Facility, a Construction and Demolition Debris processing facility or other Processing Facility. Diversion Programs include all City Special Collection Services and other programs; and programs supported by residents, Commercial Businesses, or other Persons that have the effect of diverting materials from landfill. Diversion Programs includes all of the programs included in the City’s Source Reduction and Recycling Element and all of the programs included in the Franchise.

“Edible Food” means food intended for human consumption. For the purposes of this Chapter, Edible Food is not MSW if it is recovered and not discarded. Nothing in this Chapter requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Electronic Waste” or “E-Waste” includes discarded video display devices such as a television screen, computer monitor, plasma television screen, computer CPU’s, LED screens and monitors, computer keyboards, computer mouse, printers, desk copiers, multi-function desktop machines (such as a combination printer/fax/copier), LED bulbs, VCR’s, DVD/CD/tape players, cellular telephones, microwave ovens, toasters, irons, stereos and speakers, cables, scanners and all other corded appliances and corded devices.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed.

“Food Recovery Organization” means an entity that engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter.

“Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery. A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter.

“Food Scraps” means material resulting from the production, processing, preparation or cooking of food for human consumption that is separated from MSW. Food Scraps include surplus or unsold Edible Food, raw food left over after food preparation, leftover cooked food, as well as spoiled food such as vegetables and culls, and plate scrapings. Food Scraps includes, without limitation, Food Scraps from food facilities as defined in California Health and Safety Code Section 113789, food processing establishments (as defined in California Health and Safety Code Section 111955), Grocery Stores, farmer’s markets, institutional cafeterias (such as schools, hospitals and assisted living facilities), Restaurants, and Residential Food Scraps. Food Scraps does not include Food Soiled Paper.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

“Food Soiled Paper” means material that has come in contact with food or liquid, such as, but not limited to, paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, waxed paper, butcher paper, paper take-out boxes and food containers, greasy pizza boxes, paper bags, cardboard and wax-coated cardboard produce boxes. Food Soiled Paper does not include polystyrene, diapers, aluminum foil or foil-lined food wrap.

“Franchise” means the right or privilege conferred by the City on one or more private entities for the Collection, transportation or other handling of MSW, Divertable Materials, Special Collection Services, and Temporary Collection Services.

“Franchisee” means ~~a solid waste enterprise having a solid waste franchise agreement with the city, or a solid waste enterprise having a county franchise, in an area that is annexed to the city.~~ any individual, joint venture, partnership, unincorporated private organization or private corporation regularly engaged in the business of providing solid waste handling services.pursuant to a Franchise agreement with the City.

“Generator” means any Person whose act first causes discarded materials to become subject to regulation under this Chapter or under federal, State, or local laws or regulations. Generator also means a “Customer.”

“Gray Container” means a container where either: (a) the lid of the container is gray or black in color, or (b) the body of the container is entirely gray or black in color and the lid is gray or black in color.

Hardware such as hinges and wheels on a Gray Container may be any color. Gray Containers shall be used for the purpose of storage and Collection of MSW.

“Green Container” means a Container where either: (a) the lid of the container is green in color, or (b) the body of the Container is green in color and the lid is green, gray or black in color. Hardware such as hinges and wheels on a Green Container may be any color.

- (1) Green Containers shall be used for the purpose of storage and Collection of Food Scrapes and Yard Trimmings for Single-Family Collection service.
- (2) The Green Container shall be limited to the storage and Collection of Food Scraps for Commercial and Multi-Family Collection service, unless further segregation of Food Scraps and Yard Trimmings is required and directed by City in accordance to Section 5-32.100 of this Chapter.

“Green Waste” means “Yard Trimmings.”

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

“Hazardous ~~waste~~Waste” means any substance, waste or mixture of wastes defined as “~~hazardous substance~~” or “~~hazardous waste~~Hazardous Substance” or “Hazardous Waste” pursuant to Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. Section 9601 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. Section 9601 et seq., and all future amendments to either of them, or as defined by the California ~~Integrated Waste Management Board~~Department of Resources Recycling and Recovery, and all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code § 25110.02, § 25115, and § 25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA). Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term “~~hazardous waste~~Hazardous Waste” shall be construed to have the broader, more encompassing definition.

~~“Insta-bin” means a temporary collection bin, less than three cubic yards in size.~~High Diversion Organic Materials Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5).

“Household Hazardous Waste” or “HHW” means any Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste does not include any waste generated



in the course of operating a business or commercial activity at a residence or at any Commercial Business Establishment. Typical Household Hazardous Wastes include used motor oil and oil filters, antifreeze and other vehicle fluids, paints and varnishes, pesticides, herbicides, pool chemicals and cleaning supplies.

“Inspection” means a site visit where the City reviews records, Containers, Receptacles, and an entity’s Collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter.

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

“Local Education Agency” means a school district, charter school, or County office of education that is not subject to the control of City or County regulations related to MSW and Divertable Materials.

“Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility.

“Multi-Family” means a building, dwelling unit or complex containing multiple dwelling units that house more than four residences and that receive centralized Collection service from Containers (i.e. bins, carts, compactors and/or roll off boxes) in enclosures or other designated areas. Apartment complexes, condominiums, townhouses, gated developments, HOA’s, mobile home parks and similarly configured housing complexes are included if they have centralized service. Multi-Family does not include Single-Family residences, duplexes, tri-plexes, four-plexes or any residences that have individual cart Collection service.

“Municipal Solid Waste” or “MSW”, for the purposes of this Chapter, means the variable portion of all non-hazardous discarded materials that is left over after all Diversion Programs are utilized by the owners and/or occupants of all Premises in the City. The owners and/or occupants of all Premises within the City are provided with separate, designated Containers for MSW, Recyclable Materials, Yard Trimmings and Food Scraps ((with the exception of non-food generating Commercial and Business

Establishments) and Construction and Demolition Debris (where applicable)). The owners and occupants of all Premises separate and place discarded materials in the appropriate Container provided to their Premises. City provides Special Collection Services and third parties provide Diversion Programs for Diversion of household appliances, E-Waste, grease, fats, oils and other Divertable Materials. MSW is the material placed by owners and/or occupants in the MSW Container and does not include materials placed in the other Containers designated for Divertable Materials or Diverted via other Diversion Programs.

MSW does not include (1) Hazardous Waste, (2) low-level radioactive waste regulated under California Health and Safety Code Sections 25800, et seq., or (3) untreated medical waste which is regulated pursuant to the Medical Waste Management Act, California Health and Safety Code Sections 25015, et seq.

“Organic Waste” or “Organic Materials” means, for the purposes of this Chapter, Food Scraps and Yard Trimmings.

“Person” means any individual, firm, partnership, limited liability company, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, municipality, district or other political subdivision or any group or combination acting as a unit.

~~“Recyclable” means a commodity which is sold, or given away, but which is not discarded or deposited into the containers or bins for solid waste collection provided by the city’s franchisee. A recyclable which is discarded or deposited into such bins or barrels loses its character as a recyclable and becomes solid waste subject to the city’s franchise.~~  
Premises” means any building, dwelling, or site in any zone within the City from which any activity is conducted, including, without limitation, Residential, service, nonprofit, governmental, institutional, educational, industrial, commercial or agricultural uses.

“Processing Facilities” means facilities where the following activities are conducted: sorting, cleaning, treating, Composting, and reconstituting collected materials and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards of the market place. Processing Facilities include Clean Materials Recovery Facility, Composting Facilities, Anaerobic Digestion Facilities, Bioengineered Feedstock Facilities, wastewater treatment plants, Construction and Demolition Debris sorting facilities, and concrete and asphalt grinding facilities. Processing Facilities do not include waste-to-energy, Biomass, thermal destruction, or any type of Transformation facilities.

“Receptacles” means any object designed and used to hold MSW and Divertable Materials provided by Commercial Businesses for employee and customer use.

“Recovered Materials” means those materials that are processed at a MRF, Compost Facility, Anaerobic Digestion Facility, Bioengineered Feedstock Facility, Construction and Demolition Debris processing facility or any other Processing Facility and thus Diverted from landfill disposal.

“Recyclable Materials” means material which otherwise would become, or be treated as, MSW but which, by means of a process of collecting, sorting, cleansing, treating and reconstructing, may be

returned to the economic mainstream in the form of finished or source material for new, reused or reconstituted products, which may be used in the marketplace. Recyclable Materials includes Single-Stream Recyclable Materials and Single Material Recyclables. Recyclable Materials includes, but is not limited to, paper, books, magazines, cardboard, boxes, plastics, metals, glass, and other similar materials authorized by the City for Collection by the Franchise. Recyclable Materials does not include Food Scraps, Yard Trimmings, or Construction and Demolition Debris.

“Recycle” or “Recycling” shall mean the process of collecting, transferring, sorting, cleansing, treating, and reconstituting materials that would otherwise become MSW, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

“Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in Containers (level of fill) and/or presence of Contamination.

“Residential Premises” or “Residential” includes Single-Family dwellings, Multi-Family dwellings (such as townhouses, apartments, and condominiums), gated developments, HOA’s and mobile home parks that are provided individual Collection service at each dwelling unit, whether by means of walk-in or curbside Collection, and which may be individually billed by Contractor or billed, as part of a central billing process, by the HOA or Property Manager.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-Premises or immediate consumption.

“Route Review” means a visual Inspection of Containers along a hauler’s Collection route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras.

“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Scavenging” means the unauthorized removal of ~~solid waste from containers or bins of the city’s franchisee. Scavenging is prohibited by this chapter. In addition, the scavenging of paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, or other recyclable materials from containers or bins for such materials is prohibited by~~MSW and/or Divertable Materials from Containers of the Franchisee or City Receptacles. Public Resources Code Section ~~41950.~~41950 prohibits the Scavenging of paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, or other Divertable Materials from Containers and or City Receptacles.

~~“Solid waste” means all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, “green waste,” “bulky goods,” discarded home and industrial appliances, demolition and construction waste, manure, vegetable or animal solid and~~

~~semisolid wastes, and other discarded solid and semisolid wastes. “Solid waste” does not include: (1) hazardous waste or low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the Health and Safety Code; (2) medical waste which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 (commencing with Section 25015) of Division 20 of the Health and Safety Code); or (3) abandoned vehicles or parts thereof.~~

“Scout Service” means moving individual Containers of MSW, Recyclable Materials, Yard Trimmings and/or Food Scraps to a centralized location on the property where the Containers can be emptied by a Collection vehicle (i.e. frontloader) and then returned to their original locations. The Containers are moved by a pickup truck, motorized utility cart or other similar lightweight vehicle. Scout Service is used to save wear and tear on pavement in parking lots and driveways and to save Collection time. Instead of traveling to the location of each individual Container to empty the Container, the Collection vehicle (i.e. frontloader) only travels to one centralized location where the scout brings the full individual Collection Containers for pickup.

“Self-Haul” means the hauling of MSW and/or Divertable materials to a Processing Facility or Disposal Site or other type of facility by a Generator, owner, or occupant of any Premises.

“Single-Family” means Single-Family residences, duplexes, tri-plexes, four-plexes or any residences that have individual cart Collection service.

“Single-Material Recyclables” means those Recyclable Materials which satisfy each of the following requirements: (1) have been segregated from MSW for handling different from that of MSW by or for the Generator thereof; (2) have been further segregated so that various types of Recyclable Materials, such as glass, metals, paper, cardboard, etc., are not commingled; and (3) after such segregation, contain no more than ten percent 10% Contamination by weight.

~~“Solid waste enterprise” means any individual, joint venture, partnership, unincorporated private organization or private corporation regularly engaged in the business of providing solid waste handling services.~~  
Single Stream Recyclable Materials” or “Single Stream Recyclables” means those Recyclable Materials collected as separated from MSW by the Generator and consisting of a mixture of metals, glass, plastics #1-7, and all paper grades from Single-Family Premises, Commercial Business Establishments and Multi-Family. Single Stream Recyclable Materials are distinguished from Single-Material Recyclables, which consist of only a single type of material, such as glass, separated from other recyclables.

“Source Reduction and Recycling Element (SRRE)” means plans prepared by all jurisdictions in accordance with Public Resources Code section 41000 et seq. The SRRE sets forth a jurisdiction's basic strategy for management of MSW and Divertable Materials generated within its borders, with emphasis on implementation of Source Reduction, Recycling, and Composting programs Source Reduction, Recycling, and Composting programs.

~~“Solid waste handling services” includes the storage, collection, transportation, treatment, utilization, processing, recycling and disposal of solid wastes.~~  
Source Separated” means materials that have been separated or kept separate from the MSW stream, at the point of generation, for the purpose of

additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the Generator, property owner, property owner's employee, property manager, or property manager's employee into different Container and/or Receptacles for the purpose of Collection such that Source Separated materials are separated from MSW for the purposes of Collection and processing.

"Special Collection Service" means programs, offered by the City or the City's Franchisee, for the collection of Universal Waste, Household Hazardous Waste, Electronic Waste, Bulky Goods, holiday trees, and other Diversion Programs.

"Supermarket " means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

"Transformation Facility" means a facility utilizing incineration, pyrolysis, distillation, or biological conversion other than Composting and does not include Composting, gasification, Biomass conversion or "wet" or "dry" Anaerobic Digestion.

~~"Temporary collection bin" means a front loader bin or drop-off box for the temporary collection of solid waste. Such a bin does not include the franchisee's containers and bins placed for scheduled, regular collection service or a bin which primarily contains recyclables. (Ord. 2005-6 § 2 (part))~~Collection Service" means Collection of occasional, non-continuing accumulations of waste which is not generated from on-going activities or operations, but which is either:

- (1) C&D resulting from Construction, remodeling, repair, Demolition, site preparation, or grading; or
- (2) Other temporary MSW and/or Divertable Materials Collection where a container is provided for no more than 30 consecutive days, or no more than 60 days in any 90-day period.

"Universal Waste" are any of the Hazardous Wastes that are listed in section 66261.9 of Article 1, Chapter 11, Division 4.5 of Title 22 of the California Code of Regulations (22 CCR Section 66261.9), which includes electronic devices, batteries, electric lamps, fluorescent tubes and bulbs, high intensity discharge lamps, sodium vapor lamps and lamps that contain added mercury, mercury-containing equipment, CRT, CRT glass, and non-empty aerosol cans.

"Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

"Wood" means all non-hazardous Wood material that is not painted with lead-based or other paints containing materials identified as Hazardous Waste, or treated with creosote or other hazardous

materials. Wood includes, but not limited to, tree branches and other Wood trimmings, dimensional lumber and other pieces of Wood generated during the manufacture or processing of Wood products, Wood generated as part of the harvesting or processing of raw woody crops, and the Wood debris from Construction and Demolition activities.

“Yard Trimmings” means tree and shrub trimmings, grass cuttings, leaves, branches, and similar materials.

### **5-32.030 ~~Solid waste~~MSW and Divertable Materials removal.**

~~Solid waste created~~A. MSW and Divertable Materials generated, produced or accumulated in or about ~~an apartment house, a dwelling house~~Single-Family and Multi-Family, or other place of human habitation, shall be removed from the ~~premises~~Premises at least once each week, unless a waiver is approved by the City in accordance to Section 5.32-080. If conditions warrant, the County Health Officer or City manager may require a greater frequency of removal.

~~Solid waste containing significant amounts of garbage~~B. MSW and Divertable Materials created, generated, produced or accumulated at ~~motels, hotels, restaurants, boardinghouses or other like business establishments~~Commercial Businesses shall be removed from the ~~premises~~Premises at least once every ~~four days~~week, unless a waiver is approved by the City in accordance to Section 5.32-080. If conditions warrant, the County Health Officer or City ~~Manager~~manager may require a greater frequency of removal.

C. It is unlawful for the ~~person~~Person, having control or possession of the ~~premises~~Premises described in the preceding paragraphs, to fail or neglect to provide for the removal of ~~solid waste~~MSW and Divertable Materials. Each day's violation of this section shall be treated and considered as a separate and distinct offense. ~~(Ord. 2005-6 § 2 (part))~~

### **~~5-32.040 Solid waste containers and bins.~~5-32.040 Franchise Collection Containers.**

A. Except for those ~~persons~~Persons described or engaged in the activities described in Section ~~5-32.050, solid waste~~32.060(B)- (N), MSW and Divertable Materials shall be placed for ~~collection in containers and bins~~Collection in Containers provided by the ~~franchisee~~Franchisee, except when ~~special collections~~Special Collection Services are authorized, ~~i.e., bulky items, holiday trees~~ and then only in accordance with directions provided by the ~~franchisee~~City's Franchisee.

~~Residential solid waste containers~~B. Single-Family Collection Containers shall be placed adjacent to the street, or curb thereon, not earlier than twenty-four (24) hours before ~~collection~~Collection is scheduled and removed therefrom not later than twenty-four (24) hours after ~~collection~~Collection.

- C. Commercial and Multi-Family Containers shall be placed in enclosures for the storage and Collection of MSW and Divertable Materials. Collection of the Containers in designated areas and enclosures may be serviced utilizing a Scout Service vehicle.
- D. Containers for Temporary ~~collection bins, such as drop-off boxes and front loaders,~~ Collection Service shall be placed, maintained, and removed in accordance with the ~~city franchise and shall require an encroachment permit if the bin is to be placed in the public right-of-way, or on city property. It~~ City Franchise. Except for the City's Franchisee, it is unlawful for any ~~person~~ Person to place a ~~temporary collection bin~~ Container for Temporary Collection Service in or on the public right-of-way ~~without an encroachment permit and a solid waste franchise. It is unlawful for any person to place a temporary collection bin on private or public property without a city solid waste franchise. (Ord. 2005-6 § 2 (part)).~~

### **5-32.050 ~~Franchise required~~ Franchises.**

- A. Authority. The City may provide for the Collection, transportation, and processing of Divertable Materials by Franchise; and the Collection, transportation, and disposal of MSW by Franchise. If the City awards an exclusive Franchise, the terms of the Franchise agreement shall govern the rights and obligations of the City and the Franchisee.

~~Except as otherwise provided in this section, it is unlawful for any person other than the franchisee to transport or collect solid waste in the city or to lease or rent containers or bins, including temporary collection bins, for solid waste collection to any person in the city. Persons transporting their own solid waste, gardeners or landscapers transporting green waste or refuse generated by their work, or persons purchasing or accepting donations of recyclables shall not be required to have a franchise. (Ord. 2005-6 § 2 (part)).~~

B. Franchise Required. Except as otherwise provided in this chapter, it is unlawful for any Person other than the Franchisee to transport or collect MSW or Divertable Materials in the City or to lease, rent, or charge a fee for use of Containers, including Temporary Collection Service, for MSW or Divertable Materials Collection to any Person in the City. Persons and Self-Haulers identified in Section 5-32.060 and 5-32.070 shall not be required to have a Franchise.

### **5-32.060 ~~Impound of bins.~~**

~~Any temporary collection bin~~

- D. Hazardous Waste Inspection and reporting.
- The Franchisee shall inspect MSW and Divertable Materials put out for Collection in its respective Containers, and shall reject for Collection MSW and Divertable Materials observed to be Contaminated with Hazardous Waste. The Franchisee shall promptly notify the City and all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and local emergency response provides and the



National Response Center of reportable quantities of Hazardous Waste, found or observed in MSW or Divertable Materials anywhere within the City. In addition to other required notification, if the Franchisee observes any substances, which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on any City Property, including storm drains, streets or other public rights-of-way, the Franchisee shall immediately notify the City manager or his or her designee.

2. The Franchisee shall maintain records showing the types and quantities, if any, of Hazardous Waste found in MSW or Divertable Materials and which was inadvertently collected from service recipients within the City but diverted from landfill disposal.

E. Customer service.

1. The Franchisee shall maintain an office accessible by a local phone number, with office hours between the hours of eight a.m. and five p.m. daily, except Sundays and holidays. Each office shall be staffed with a knowledgeable representative, trained to respond to customer questions and complaints. An emergency telephone number shall be provided to the City for use outside normal business hours.
2. The protection of the public health, safety and well-being require that service complaints be acted on promptly and that a record be maintained in order to permit the City and the Franchisee to identify potential public health and safety problems. Accordingly, all service recipients' complaints shall be directed to the Franchisee. During office hours, the Franchisee shall record all complaints, including the date, time, complainant's name and address if the complainant is willing to give his information, and date, and manner of resolution of the complaint. This information shall be maintained for the period of the Franchise. The record of service complaints shall be made available for review by representatives of the City during the Franchisee's office hours.

F. Collection equipment.

1. Vehicles operated by the Franchisee shall be maintained in good operating condition and free of graffiti. Vehicles using compaction mechanisms during the stationary compaction process shall not exceed a single-event noise level of seventy-five (75) decibels (dBA) at a distance of twenty-five (25) feet from the Collection vehicle measured at an elevation of five feet above ground level. The Franchisee shall submit to the City, upon City's request, a certificate of vehicle noise level testing by an independent testing entity of a representative sample of all vehicles.
2. The Franchisee shall comply with all regulations promulgated by all agencies with jurisdiction over the safe, sanitary operation of all of their equipment. The Franchisee shall not damage private streets over which their respective Collection equipment may



be operated and shall obtain all required approvals for operation of its respective Collection vehicles on private streets.

- G. Maintenance of Collection Containers. The Collection Containers provided by the Franchisee, including Temporary Collection Service Containers, shall be kept in a clean, painted, and serviceable condition. Graffiti shall be promptly removed, but no later than twenty-four (24) hours after notice by a service recipient or City. Containers shall be steam-cleaned or replaced at least once a year. The City manager or his or her designee has the authority to require the Franchisee to replace promptly any Container, which in the City manager's or his or her designee's reasonable discretion is not in a clean, painted, or serviceable condition.

### **5-32.060 Collection by Persons other than Franchisee.**

- A. Except for Franchisee(s) and except for Self-Haulers and Persons described or engaged in activities described in Subsections (B) - (N) below, it is unlawful for any Person to engage in MSW and/or Divertable Materials Collection services within the City, and all Persons currently engaging in MSW and/or Divertable Materials handling services within the City shall cease such operations immediately upon receiving written notice from the City.
- B. Actual MSW and Divertable Materials Generators. The actual producers of MSW and Divertable Materials and the owners of property upon which MSW and Divertable Materials has accumulated may personally engage in MSW and Divertable Materials handling services, but only as to the MSW and Divertable Materials which they have actually produced or which has accumulated on their own property, and provided that they comply with the provisions of this Chapter and with any other governing laws. Except in accordance with Subsections (C) and (D), actual producers and property owners shall not allow any other Person, except the City's Franchisee, to perform MSW and Divertable Materials Collection services for the MSW and Divertable Materials which they have produced, which has accumulated on their property, or which they otherwise own or control.
- C. Construction contractors. The actual producers of Construction and Demolition Debris and the owners of property upon which Construction and Demolition Debris has accumulated may engage the contractor who produced all or a part of said Construction and Demolition Debris to perform handling services or all or part of the Construction and Demolition Debris generated during the Construction or Demolition project; provided that all such contractors comply with the provisions of Chapter 5-48 and with any other governing laws. Said actual producers and property owners shall not allow any other Person, except for the City's Franchisee or the contractor described in this subsection, to perform Collection services for the Construction and Demolition Debris which they have produced, which has accumulated on their property, or which they otherwise own or control.
- D. Gardeners and landscapers. Subject to Section 5-32.070, Gardeners or landscapers may transport Yard Trimmings or MSW and/or Divertable Materials generated by their work, only if

transported by their own employees in the gardener or landscaper's own vehicles to Processing Facilities.

E. Cleanup services. Subject to Section 5-32.070, any Person whose primary business is the cleanup of waste on the property of another and who, incidental to such business:

(1) Hauls only the MSW and/or Divertable Materials which he/she cleans up and no other MSW and/or Divertable Materials;

(2) Uses his/her own vehicle to haul the MSW and/or Divertable Materials which he/she cleans up;

(3) Does not use a Container, whether or not such Container is left at the cleanup site, to accomplish the cleanup, Collection, or transportation of the MSW and/or Divertable Materials; and

(4) Does not use a commercial vehicle such as a front loader, side loader, or rear loader.

F. Compactor lessors. Persons may lease stationary compactors, which are Containers approximately ten to 50 cubic yards in capacity with a trash compaction mechanism attached that pushes and compresses waste into the Container, and that must be removed from the Collection site for disposal, or compaction units that attach to smaller Collection bins that are typically one to eight cubic yards.

G. Non-profit charities. Non-profit charities registered with the attorney general of the State periodically accepting donations of Divertable Materials may transport the Divertable Materials, provided that the charity transport the Divertable Materials to a Processing Facility and that charity volunteers and employees comply with the provisions of this Chapter and with any other governing laws.

H. Transport only. Any Person may haul MSW and/or Divertable Materials generated and collected in other jurisdictions over City streets provided they comply with the provisions of this Chapter and with any other governing laws, and provided further that they do not engage in any MSW and/or Divertable Materials Collection services within the City.

I. Document destruction companies. Companies whose primary purpose is the destruction of documents/records that, incidental to this purpose, collect paper and deliver such paper, after shredding/destruction, to a Processing Facility, are not required to obtain a Franchise or recycling permit to transfer and Recycle this material.

J. Emergencies. In the event of an emergency, including, but not limited to, the breakdown of equipment or other unforeseen or unpreventable circumstances, or where in the judgment of the City the particular situation justifies such action, the City may issue limited or temporary contracts to any Person to perform MSW and Divertable Materials handling services, subject to reasonable fees, charges and conditions as the circumstances may warrant and as the parties

involved may agree upon; provided that such fees and charges received from or paid to any Person under this subsection for any period exceeding 15 days in duration shall be approved by the Council.

- K. Food Scraps that are processed on-site at a Residential Premises, Commercial Premises, Industrial Premises or Institutional Premises using either conventional Composting or by using a Food Scrap Commercial appliance. Yard Trimmings that are processed on-site at a Residential, Commercial, Industrial or Institutional Premises using Composting or mulching.
- L. Food Scraps that are separated by the Customer and not placed for Collection by Contractor and that are donated, sold or the Customer pays for Collection and delivery of the Food Scraps for use as animal feed. This includes Food Scraps that are Self-Hauled by the Customer to any entity or Person for use as animal feed.
- M. Recyclable beverage containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code Section 14500 et seq.
- N. Edible Food for Human Consumption that is collected by any Person, including but not limited to, non-profit organizations, for-profit organizations, partnerships or other entities, volunteers, individuals and activities of any Persons that provide any of the following services:
  - (1) Arrange for the Collection of Edible Food and for the delivery of such Edible Food to locations and organizations for human consumption, including but not limited to, food banks, churches, homeless shelters, warming shelters, other non-profit or charitable entitles, volunteer groups, delivery to individuals (e.g. Meals on Wheels), free or reduced-cost grocery markets, hospitals, schools and others.
  - (2) Provide programs, telephone and computer apps, databases, and other means to connect food donors with those that can use the Edible Food and assist the parties in getting the Edible Food from the donor to the recipients for human consumption
  - (3) Compile, publish and/or distribute lists of Edible Food available for donation and food needed (specifying types, quantities, and dates/times available and needed).
  - (4) Provide pickup, transportation, and/or delivery of Edible Food from donors to recipients.
  - (5) Provide reporting data on the pounds of Edible Food diverted from Disposal from these efforts in the City.
- O. The Council may, at its election, waive any permit, license, Franchise or other fee for selected categories of permittees or Franchisees.

## **5-32.070 Self-Hauler requirements.**

Self-Haulers that collect and transport materials pursuant to Section 5-32.060 shall:

- A. Source separate all Divertable Materials from MSW generated on-site in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, and haul the Source Separated materials to a Processing Facility and/or a Disposal Site that recovers those materials.
  - (1) Alternatively, Self-Haulers may haul commingled MSW and Divertable Materials to a High Diversion Organic Materials Processing Facility as specified in 14 CCR Section 18984.3.
- B. Self-Haulers that are Commercial Businesses (including Multi-Family) shall keep a record of the amount of Organic Waste delivered to each Processing Facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
  - (1) Delivery receipts and weight tickets from the entity accepting the waste.
  - (2) The amount of material in cubic yards or tons transported by the Generator to each entity.
  - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

## **5-32.080 Organic Waste Waivers**

The following Organic Waste waivers shall be reviewed and may be approved by City in accordance with criteria developed by City to ensure compliance with SB 1383 Regulations.

- A. De Minimis Waiver. Residential development with minimal individual open space and greenspace such as town homes with common-area open space predominantly serviced by gardeners and landscapers subject to Section 5-32.070 of this Chapter are exempt from the Organic Materials requirements of this Chapter. Furthermore, the City may waive a Commercial Business' obligation (including Multi-Family) to comply with some or all of the Organic Materials requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Materials as described in this Section. Commercial Businesses requesting a de minimis waiver shall:
  - (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subdivision (b) below.

(2) Provide documentation that either:

- (a) The Commercial Business' total MSW and Divertable Materials Collection service is two cubic yards or more per week and Organic Waste subject to Collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
- (b) The Commercial Business' total MSW and Divertable Materials Collection service is less than two cubic yards per week and Organic Waste subject to Collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

(3) Notify the City if circumstances change such that the Commercial Business' Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.

(4) Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved a de minimis waiver.

B. Physical Space Waiver. A Commercial Business Customer may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of Collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the Premises lack adequate space for Blue Containers and/or Green Containers including documentation from the hauler, licensed architect, or licensed engineer.
- (3) Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

C. De Minimis Generation Waiver. Single-Family Customers that generate less than one-half gallon per week of Organic Waste.

D. Collection Frequency Waiver. City, in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any Commercial Business Premises that subscribes to the City's Collection service to arrange for the Collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

### **5-32.090 Requirements for Single-Family Generators**

Single-Family Generators shall comply with the following requirements except Single-Family Generators that meet the Self-Hauler requirements in Section 5-32.050 and 5-32.060:

- A. Single-Family Generators shall subscribe to the City's Organic Waste Collection services for all Organic Waste generated as described in subdivision (B) of this Section. The City shall have the right to review the number and size of a Generator's Containers to evaluate adequacy of capacity provided for each type of Collection service for proper separation of materials and containment of materials; and, Single-Family Generators shall adjust their service level for their Collection services as directed by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- B. Single-Family Waste Generators shall participate in the City's Organic Waste Collection service(s) by placing designated materials in designated Containers as described in in subdivision (C) of this Section and shall not Contaminate Collection Containers per SB 1383 Regulations.
- C. Single-Family Organic Waste Generators shall place Food Scraps and Yard Trimmings in the Green Container; Recyclable Materials in the Blue Container; and MSW in the Gray Container that are provided by the terms of the City's Franchise.

### **5-32.100 Requirements for Commercial Businesses Generators**

- A. Generators that are Commercial Businesses shall subscribe to the City's three Container Collection services and comply with requirements of those services as described in this Section.
- B. Generators that are Commercial Businesses shall place Food Scraps in the Green Container; Recyclable Materials in the Blue Container; and MSW in the Gray Container that are provided by the terms of the City's Franchise. Generators shall not Contaminate Collection Containers per SB 1383 Regulations. City may require additional segregation of a Generator's Green Container for the purposes of separating Food Scraps from Yard Trimmings. The following Containers will be provided as directed by the City manager or his/her designee when additional segregation of a Generator's Green Container is required:
  - (1) A Brown Container that is limited to the Collection of Food Scraps only.
  - (2) A Green Container that is limited to the Collection of Yard Trimmings only.
- C. The City shall have the right to review the number and size of a Generator's Containers and frequency of Collection service to evaluate adequacy of capacity such that the proper separation of materials can be achieved with the minimum Contamination levels as required by SB 1383 Regulations. Commercial Businesses shall adjust their service level for their Collection services as requested by the City.
- D. Generators shall supply and locate an adequate number and size of internal Collection Receptacles for employees to be able to sort Divertable Materials such as Food Scraps and Recyclable Material.

- E. Generators shall provide Receptacles with sufficient labels and colors for Customers to be able to sort Divertable Materials such as Food Scraps and Recyclable Material in all indoor and outdoor areas where disposal Receptacles are provided for customers pursuant 14 CCR Section 18984.8 (b). Such Receptacles do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of Receptacle, then the business does not have to provide that particular Receptacle in the areas where customers are present pursuant to 14 CCR Section 18984.9(e).
- F. Generators shall periodically inspect Receptacles for Contamination and inform and educate employees if Receptacles are Contaminated and the requirements to place Divertable Materials in the proper Receptacle.
- G. Commercial Businesses shall periodically inspect the City's Franchisee Collection Containers for Contamination and inform employees if Containers are Contaminated and of the requirements to keep contaminants out of those Containers pursuant to 14 CCR Section 18984.9(a).
- H. Commercial Businesses shall annually provide information to employees, contractors, tenants, and customers and about proper sorting of Food Scraps, Recyclable Materials, and where applicable, Yard Trimmings, and how this material is processed, recovered and diverted from landfills pursuant to 14 CCR Section 18984.10(b).
- I. Commercial Businesses shall provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes the City's Diversion Programs, Contamination, and the location of Containers and Receptacles and the rules governing their use at each property pursuant to 14 CCR Section 18984.10(b).
- J. Commercial Businesses shall provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 5-32.230 of this Chapter to confirm compliance with the requirements of this Section.
- K. Commercial Businesses shall accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of Containers for Contamination, which may be implemented at a later date, to evaluate Generator's compliance with subdivision (B) above. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Containers provided by the City's Franchisee.
- L. At Commercial Business's option and subject to any approval required from the City, Commercial Businesses may implement a Remote Monitoring program for Inspection of the contents of Containers provided by the City's Franchisee for the purpose of monitoring the contents of Containers to determine appropriate levels of service and to identify Contamination. Generators may install Remote Monitoring devices on or in the City's Franchisee Containers subject to written notification to and approval by the City or its designee.

- M. If a Commercial Business wants to Self-Haul, the Commercial Business must meet the Self-Hauler requirements in Sections 5-32.060 and 5-32.070 of this Chapter.
- N. Nothing in this Section prohibits a Generator from preventing or reducing waste generation and/or managing Food Scraps and Yard Trimmings on site pursuant to 14 CCR Section 18984.9(c).
- O. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements pursuant to Section 5-32.130 of this Chapter.

### **5-32.110 Requirements for Multi-Family Generators**

- A. Generators that are Multi-Family shall subscribe to the City's three Container Collection services and comply with requirements of those services as described in this Section.
- B. Generators that are Multi-Family shall place Food Scraps in the Green Container; Recyclable Materials in the Blue Container; and MSW in the Gray Container that are provided by the terms of the City's Franchise. Generators shall not Contaminate Collection Containers per SB 1383 Regulations. City may require additional segregation of a Generator's Green Container for the purposes of separating Food Scraps from Yard Trimmings. The following Containers will be provided as directed by the City manager or his/her designee when additional segregation of a Generator's Green Container is required:
  - (1) A Brown Container that is limited to the Collection of Food Scraps only.
  - (2) A Green Container that is limited to the Collection of Yard Trimmings only.
- C. The City shall have the right to review the number and size of a Generator's Containers and frequency of Collection service to evaluate adequacy of capacity such that the proper separation of materials can be achieved with the minimum Contamination levels as required by SB 1383 Regulations. Multi-Family shall adjust their service level for their Collection services as requested by the City.
- D. Generators shall supply and allow access to adequate number, size and location of Collection Containers with sufficient labels or colors pursuant to 14 CCR Section 18984.8 for tenants, employees, and contractors, consistent with the City's Franchisee Collection Container service.
- E. Generators shall periodically inspect Containers for Contamination and inform and educate tenants if Containers are Contaminated and the requirements to place Divertable Materials in the proper Container.
- F. Generators shall annually provide information to tenants about proper sorting of Food Scraps, Recyclable Materials, and where applicable, Yard Trimmings, and how this material is processed, recovered and diverted from landfills.



- G. Multi-Family Generators shall provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 5-32.230 of this Chapter to confirm compliance with the requirements of this Section.
- H. Multi-Family Generators shall accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of Containers for Contamination, which may be implemented at a later date, to evaluate Generator's compliance with subdivision (B) above. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Containers provided by the City's Franchisee.
- I. At Multi-Family Generator's option and subject to any approval required from the City, Multi-Family Generators may implement a Remote Monitoring program for Inspection of the contents of Containers provided by the City's Franchisee for the purpose of monitoring the contents of Containers to determine appropriate levels of service and to identify Contamination. Generators may install Remote Monitoring devices on or in the City's Franchisee Containers subject to written notification to and approval by the City or its designee.
- J. If a Multi-Family Generator wants to Self-haul, the Multi-Family Generator must meet the Self-Hauler requirements in Sections 5-32.060 and 5-32.070 of this Chapter.
- K. Nothing in this Section prohibits a Multi-Family Generator from preventing or reducing waste generation, managing Food Scraps and Yard Trimmings on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

### **5-32.120 Organic Waste Haulers and Facility Operators**

- A. Requirements for Haulers.
  - (1) Franchisees providing Residential, Commercial, or industrial Organic Waste Collection services to Generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, Franchise, or other authorization with the City to collect Organic Waste:
    - (a) Through written notice to the City annually, in accordance with the City Franchise, on or before June 30, identify the Processing Facilities to which they will transport Divertable Materials.
    - (b) Obtain approval from the City to haul Food Scraps and/or Yard Trimmings, unless it is transporting these materials to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 5-32.210 of this Chapter, and Chapter 5-48 (C&D Waste Recycling Program).

- (c) Comply with education, equipment, signage, Container labeling, Container color, Contamination monitoring, reporting, and other requirements contained within its Franchise agreement, permit, or license issued by the City and within SB 1383 Regulations.

B. Requirements for Facility Operators and Community Composting Operations.

- (1) Owners of Processing Facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
- (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

**5-32.130 Organic Waste Commercial Edible Food Generators.**

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
  2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the Collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator Self-Hauls to the Food Recovery Organization for Food Recovery.
  3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
  4. Allow City's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR Section 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

- (a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
- (b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
- (c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
  - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
  - (ii) The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
  - (iii) The established frequency that food will be collected or Self-Hauled.
  - (iv) The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and amended Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

### **5-32.140 Food Recovery Organizations and services; regional agencies.**

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
- 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
- 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
  2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
  3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 1.
- D. Food Recovery Capacity Planning. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

### **5-32.150 Illegal Collection Containers on private property.**

- A. It is unlawful for any private property owner to permit a Collection Container, including Temporary Collection Service, which is not owned by the City Franchisee to be located on the owner's real property, except for Self-Haulers and Persons as described in Section 5-32.060.
- B. Any such illegal Container is prohibited, a public nuisance, and is subject to removal pursuant to Chapter 7-04 (Nuisances) and the Container may be impounded pursuant to Section 5-32.160.

### **5-32.160 Impound of illegal Collection Containers.**

- A. Any Collection Container, including a Container used for Temporary Collection Service, which is unlawfully deposited on ~~city property~~ City Property by any ~~person~~ Person shall be subject to

removal and impound by order of the ~~city~~City manager or the ~~city~~City manager's designee. The owner of any ~~temporary collection bin~~Container that is removed and impounded pursuant to this section shall be liable to the ~~city~~City for payment of an impound fee, the amount of which shall be fixed by ~~city council~~Council resolution, in addition to the payment of any other fees or expenses incurred for the storage of the ~~bins or boxes~~Container and/or the processing and safe disposal of the contents thereof.

- B. The ~~city~~City manager, or the ~~city~~City manager's designee, by written notice may require the removal of any ~~temporary collection bin on city property~~Container on City Property. A notice shall be posted upon the ~~temporary collection bin~~Container. The notice shall specify the violation and shall require the removal of the ~~front loader bin or drop-off box~~Container within twenty-four (24) hours. Such notice shall be required one time only to any one owner of a ~~front loader bin or drop-off box~~Container. Following such posting, it shall be conclusively presumed thereafter that the owner of the ~~front loader bin or drop-off box~~Container has knowledge of the requirements of this section. If the ~~front loader bin or drop-off box~~Container is not removed within twenty-four (24) hours, then the ~~bin or box~~Container is subject to impoundment.
- C. Future placement of a ~~temporary collection bin on city property by a person~~Container on City Property by a Person that has been previously notified of such violation shall be deemed to be in violation of the provisions of this section and such notice shall not be required to be posted on said ~~temporary collection bin~~Container prior to impoundment by the ~~city~~City.
- D. Written notice (if an address is ascertainable) shall be provided by the ~~city~~City, to the owner of the impounded ~~bin~~Container, of the impound charges and location of the stored ~~bin~~Container. A ~~bin~~Container that is unclaimed ninety (90) days after the notice required by this chapter, or after ninety (90) days if the owner cannot be ascertained, shall be donated by the ~~city~~City to the ~~franchisee.~~ Franchisee. (Ord. 2005-6 § 2 (part))

### ~~5-32.070 Location of illegal bins on private property is prohibited and a public nuisance.~~

~~Except a temporary collection bin for recyclables, it is unlawful for any private property owner to permit a temporary collection bin that is not owned by the city franchisee to be located on the owner's real property.~~

~~Any such illegal temporary collection bin is subject to removal pursuant to Chapter 7-04 and the bin may be impounded pursuant to Section 5-32.060. (Ord. 2005-6 § 2 (part))~~

### ~~5-32.080~~32.170 Dumping prohibited.

It is unlawful for any ~~person~~Person to place, deposit, or dump ~~solid waste,~~MSW and/or Divertable Materials upon any private or public real property in the ~~city~~City, except in ~~containers or bins~~Containers

for Collection services provided by the ~~city~~City's ~~franchisee~~Franchisee. It is unlawful for any ~~person~~Person to place, deposit or dump ~~hazardous waste~~Hazardous Waste, medical waste, or abandoned vehicles, or parts thereof, upon any private or public real property in the ~~city. (Ord. 2005-6 § 2 (part))~~City.

### **~~5-32.090~~32.180 Scavenging prohibited.**

It is unlawful for any ~~person~~Person, other than the ~~franchisee~~Franchisee to remove ~~solid waste, including recyclable solid waste, from the franchisee's solid waste containers and bins, including temporary collection bins. (Ord. 2005-6 § 2 (part))~~MSW and/or Divertable Materials from the Franchisee's Collection Containers, including Containers for Temporary Collection Service. It is unlawful for any Person, other than a City employee, contractor or Franchisee, to remove MSW and/or Divertable Materials from City Receptacles.

### **~~5-32.100 Disposal of recyclables.~~**

~~Nothing in this chapter limits the right of any person to sell, donate or otherwise dispose of recyclables, except if recyclables are deposited into the franchisee's containers or bins, the recyclables become solid waste and the property of the franchisee. (Ord. 2005-6 § 2 (part))~~

### **~~5-32.110~~32.190 Sanitary transportation of ~~solid waste~~MSW and Divertable Materials.**

No ~~person~~Person shall convey or transport ~~solid waste~~MSW and/or Divertable Materials upon or along any public street in the ~~city~~City unless such ~~solid waste~~MSW and Divertable Materials is contained and/or covered or otherwise secured so as to prevent it from leaking, dripping, falling, blowing or scattering from the vehicle in which it is being conveyed or transported. All vehicles and equipment used in the transport of any form of ~~solid waste~~MSW and Divertable Materials shall be kept clean. No ~~person~~Person shall drain the liquid from any such vehicle upon any road or highway or upon any other land in the ~~city~~City. Persons hauling ~~solid waste~~MSW and Divertable Materials on the ~~city~~City streets shall completely empty the ~~solid wastes~~MSW and Divertable Materials from their vehicles and/or ~~containers at the disposal site~~Receptacles at the Processing Facility or permitted landfill, or re-cover them if they are not completely emptied, in order to prevent the scattering of residue on the return trip. ~~(Ord. 2005-6 § 2 (part))~~

### **~~5-32.120 Franchise.~~5-32.200 Days and hours of collection.**

~~The city may provide for the collection, transportation, and disposal of solid waste by franchise. If the city awards an exclusive franchise, the terms of the franchise agreement shall govern the rights and obligations of the city and the franchisee.~~

~~In the case of a solid waste enterprise with an exclusive county franchise in an area that is annexed to the city, the city shall assume county's rights and obligations under the county franchise agreement and shall retain its rights under Public Resources Code Section 49520, 49521, 49522, and 49523.~~

~~A solid waste enterprise with a county franchise in an area that is annexed to the city shall pay the franchise fee provided under the franchise agreement to the city. (Ord. 2005-6 § 2 (part))~~

### ~~5-32.130 Days and hours of collection.~~

~~No person shall collect solid waste before seven a.m. in residential areas, or before six a.m. in commercial areas. Solid waste shall not be collected after six p.m. No collections shall occur on the following days, unless the City Council or City Manager determines that the public health, safety and welfare, so require: January 1st, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Saturdays and Sundays. (Ord. 2005-6 § 2 (part))~~

### ~~5-32.140 Hazardous waste inspection and reporting.~~

- A. Single-Family and Multi-Family Collection shall be made only between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, and between 7:00 a.m. and 6:00 p.m. on a Saturday following a holiday.
- B. Commercial Collection, excluding Multi-Family Residential dwellings, shall be made only between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, and between 6:00 a.m. and 6:00 p.m. on a Saturday following a holiday.
- C. The City manager or his/her designee may modify the days and hours of Collection to address any public health, safety and welfare concerns.

### 5-32.210 Compliance with CalGreen Recycling Requirements.

- A. Persons applying for a permit from the City for new Construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen and incorporated as part of the City's Building Code pursuant to Chapter 10-68 of this Code, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply. Project applicants shall refer to the City's Building Code for complete CALGreen requirements.
- B. For projects covered by CALGreen, the applicants must, as a condition of the City's permit approval, comply with the following:
  - 1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and Collection of Blue Container and Green Container

materials, consistent with the three-container Collection program offered by the City, or comply with provision of adequate space for Recycling for Multi-Family and Commercial Premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen as amended, provided that amended requirements are more stringent than the CALGreen requirements for adequate Recycling space effective January 1, 2020.

2. New Commercial Construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and Collection of Blue Container and Green Container materials, consistent with the three-container Collection program offered by the City, or shall comply with provision of adequate space for Recycling for Multi-Family and Commercial Premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen, as amended, provided that amended requirements are more stringent than the CALGreen requirements for adequate Recycling space effective January 1, 2020.
3. Comply with CALGreen requirements and applicable law related to management of C&D, including Diversion of Yard Trimmings, Wood, Food Scraps, and Recyclable Materials in C&D from disposal in landfills. Comply with the City's Construction and Demolition Waste Recycling Program regulations, Chapter 5-48 of this Code, and all written and published policies and/or administrative guidelines regarding the Collection, Recycling, Diversion, tracking, and/or reporting of C&D.

### **5-32.220 Compliance with Landscape Water Efficiency Ordinance Requirements.**

- A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 2.5(H)(2)(b), (c), (d), and (g) of the Landscape Water Efficiency Guidelines established pursuant to Chapter 9-47 of this Code (incorporating 23 CCR Sections 492.6(a)(3)(B) (C), (D), and (G)), including sections related to the use of Compost and mulch as delineated in this Section.
- B. The following Compost and mulch use requirements that are part of Chapter 9-47 of this Code are now also included as requirements of this Chapter. Other requirements of Chapter 9-47 are in effect and can be found in Ordinance No. 2016-1 (amending Chapter 9-47 of this Code and incorporating 23 CCR, Division 2, Chapter 2.7).
- C. Property owners or their building or landscape designers that meet the threshold for landscape water efficiency compliance outlined in subdivision (a) above shall:
  1. Comply with Sections 2.5(H)(2)(b), (c), (d), and (g) of the Landscape Water Efficiency Guidelines established pursuant to Section 9.05.120 of this Code, which requires the



submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

- (a) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
- (b) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
- (c) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The landscape water efficiency compliance items listed in this Section are not an inclusive list of Chapter 9-47 requirements; therefore, property owners or their building or landscape designers that meet the threshold for landscape water efficiency compliance outlined in subdivision (a) shall consult 9-47 and the full Landscape Water Efficiency Guidelines for all requirements.

~~The franchisee shall inspect solid waste put out for collection in its respective bins and containers, and shall reject for collection solid waste observed to be contaminated with hazardous waste. The franchisee shall promptly notify the city and all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and local emergency response provides and the National Response Center of reportable quantities of hazardous waste, found or observed in solid waste anywhere within the city. In addition to other required notification, if the franchise observes any substances, which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed of or released on any city property, including storm drains, streets or other public rights of way, the franchisee shall immediately notify the City Manager or his or her designee.~~  
D. If, after the adoption of the ordinance enacting this Section, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) in a manner that requires the City to incorporate the requirements of an updated Model Water Efficiency Landscape Ordinance in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

~~The franchisee shall maintain records showing the types and quantities, if any, of hazardous waste found in solid waste and which was inadvertently collected from service recipients within the city, but diverted from land filling. (Ord. 2005-6 § 2 (part))~~

### ~~5-32.150 Customer service.~~

~~The franchisee shall maintain an office accessible by a local phone number, with office hours between the hours of eight a.m. and five p.m. daily, except Sundays and holidays. Each office shall be staffed with a knowledgeable person, trained to respond to customer questions and complaints. An emergency telephone number shall be provided to the city for use outside normal business hours.~~

~~The protection of the public health, safety and well-being require that service complaints be acted on promptly and that a record be maintained in order to permit the city and the franchisee to identify potential public health and safety problems. Accordingly, all service recipients' complaints shall be directed to the franchisee. During office hours, the franchisee shall record all complaints, including the date, time, complainant's name and address if the complainant is willing to give his information, and date, and manner of resolution of the complaint. This information shall be maintained for the period of the franchise. The record of service complaints shall be made available for review by representatives of the city during the franchisee's office hours. (Ord. 2005-6 § 2 (part))~~

### ~~5-32.160 Collection equipment.~~

~~Vehicles operated by the franchisee shall be maintained in good operating condition and free of graffiti. Vehicles using compaction mechanisms during the stationary compaction process shall not exceed a single-event noise level of seventy-five (75) decibels (dBA) at a distance of twenty-five (25) feet from the collection vehicle measured at an elevation of five feet above ground level. The franchisee shall submit to the city, upon city's request, a certificate of vehicle noise level testing by an independent testing entity of a representative sample of all vehicles.~~

~~The franchisee shall comply with all regulations promulgated by all agencies with jurisdiction over the safe, sanitary operation of all of their equipment. The franchisee shall not damage private streets over which their respective collection equipment may be operated and shall obtain all required approvals for operation of its respective collection vehicles on private streets. (Ord. 2005-6 § 2 (part))~~

### ~~5-32.170 Maintenance of containers and bins.~~

~~The containers and bins provided by the franchisee, including temporary collection bins and insta-bins, shall be kept in a clean, painted, and serviceable condition. Graffiti shall be promptly removed, but no later than twenty-four (24) hours after notice by a service recipient or city. Bins shall be steam-cleaned or replaced at least once a year. The City Manager or his or her designee has the authority to require the franchisee to replace promptly any container or bin, which in the City Manager's or his or her designee's reasonable discretion is not in a clean, painted, or serviceable condition. (Ord. 2005-6 § 2 (part))~~

### ~~5-32.180 Encroachment permit.~~

~~An encroachment permit is required to place a temporary collection bin in the public right-of-way or upon any city property. An encroachment permit is also required for an insta-bin if it will be, or is located in the public right-of-way for more than seven days. Only the franchisee authorized by the franchise to provide temporary collection service may obtain an encroachment permit for a temporary collection bin or for an insta-bin. Applications for such permit shall be on forms supplied by the city and shall contain the following information:~~

~~A. Name, address, and business telephone;~~

~~B. Evidence of a solid waste franchise;~~

~~C. Name, address and telephone number of person or persons who will have the responsibility for the placement, servicing and removal of the temporary collection bin(s), or insta-bin(s), as described above.~~

~~Applications shall be accompanied by a permit fee, determined in accordance with a resolution of the City Council.~~

~~Encroachment permits may be issued by the City Engineer for a maximum of thirty (30) days, and are revocable at any time by the City Engineer, if the permittee violates city ordinances or state law, any term of the permit, or if the permittee's bins are deemed to constitute a traffic hazard or public nuisance. A permittee shall promptly remove its bin(s) if the permit is revoked. All decisions of the City Engineer regarding the issuance and revocation of encroachment permits are final and are not appealable.~~

~~Encroachment permits are not transferable by assignment, sale, or other means without the express written permission of the City Engineer. (Ord. 2005-6 § 2 (part))~~

### ~~5-32.190 Enforcement.~~

~~Any person violating any provision of this chapter is guilty of a misdemeanor. (Ord. 2005-6 § 2 (part))~~

### 5-32.230 Inspection and investigation.

A. City representatives and/or its designated entity, including designees are authorized to conduct Inspections and investigations, at random or otherwise, of any Containers and Receptacles, Collection vehicle loads, or Processing Facilities for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter by Single-Family Generators, Multi-Family Generators, Commercial Businesses Generators, property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private Residential property for Inspection. For the purposes of inspecting Commercial Business Containers and Receptacles for compliance with Section 5-32.100(B) of

this Chapter, City may conduct Container Inspections for Contamination using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 5-32.100(L) of this Chapter.

- B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of Residential property interiors) and shall cooperate with the City's employee or its designated entity/designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in Containers and Receptacles, Edible Food Recovery activities, records, or any other requirement of this Chapter. Failure to provide or arrange for: (i) access to an entity's Premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties.
- C. Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- E. City shall receive written complaints from Persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

### **5-32.240 Enforcement.**

- A. General Penalties and Enforcement Actions:
  - (1) Except as otherwise provided in this Chapter, any Person violating any provision of this Chapter shall be punishable for an infraction pursuant to Chapters 1-32 (General Penalty) and/or 1-36 (Administrative Citations and Penalties) of this Code, and the applicable requirements of 14 CCR section 18997.2. Any person convicted of an offense under the provisions of this Chapter shall be subject to punishment for a first conviction by a fine of not more than \$50.00, for a second conviction within a period of one year by a fine of not more than \$100.00, and for a third or any subsequent conviction within a period of one year by a fine of not more than \$250.00.
  - (2) City will conduct Inspections, Route Reviews or waste evaluations and compliance reviews, depending upon the type of regulated entity, to determine compliance with this Chapter, and if the City determines that an owner, responsible party, Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service or other entity is not in compliance, it may provide educational materials to the entity describing its obligations under this

Chapter during calendar year 2022 and 2023 with a notice that compliance is required, rather than issuance a notice of violation and assessment of penalties, except that the City may assess criminal and administrative civil penalties in the event that the City prosecutor determines that prosecution is warranted to deter egregious conduct. Commencing January 1, 2024, violations shall be subject to penalties.

(3) Except for violations of Contamination of Container contents, which will be addressed through non-collection of Containers and noticing by the Franchisee, and violations subject to immediate administrative citation, City shall issue a notice to abate violations in accordance with Chapter 1-36 of this Code requiring compliance within a maximum of 60 days of issuance of the notice. The City may extend the compliance deadlines set forth in a notice to abate violations if it finds that there are extenuating circumstances beyond the control of the non-compliant party that make compliance within the deadlines impracticable, as described in 14 CCR Section 18995.4 including the following:

(a) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters,

(b) Delays in obtaining discretionary permits or other government agency approvals; or,

(c) Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the city is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

B. In addition, in the event any violation of this Chapter constitutes an imminent danger to public health, safety or the environment, the City manager or any agent or Person designated by the City manager, may enter upon the Premises from which the violation emanates, abate the violation and danger created to the public safety or the environment, and restore any Premises affected by the alleged violation, without notice to or consent from the owner or occupant of the Premises. An imminent danger shall include, but is not limited to, circumstances created by a disposal of solid or Hazardous Waste where such disposal creates a significant and immediate threat to the public health or safety, or the environment.

C. Violations of this Chapter are deemed public nuisances, which may be abated by administrative, civil, or criminal action in accordance with the terms and provisions of this code and state law. All costs and fees incurred by the City because of any violation of this Chapter, which constitutes a nuisance, including all administrative fees and expenses and legal fees and expenses, shall become a lien against the subject Premises from which the nuisance emanated, and a personal obligation against the owner. The owner of record of the Premises subject to any lien shall receive notice of the lien prior to recording. The City attorney is authorized to collect nuisance abatement costs or enforce a nuisance lien in an action brought for money judgment, or by delivery to the County assessor of a special assessment against the Premises.

D. The City may utilize any and all other remedies as otherwise provided by Chapter 1-32, Chapter 1-36 of this Code and California law to enforce the provisions of this Chapter.

Document comparison by Workshare 9.5 on Tuesday, November 2, 2021  
10:56:28 AM

| Input:        |                                                                                                                        |
|---------------|------------------------------------------------------------------------------------------------------------------------|
| Document 1 ID | file:///D:/Users/OSandoval/OneDrive - Woodruff Spradlin and Smart/LH/LHMC Chapter 5 re Solid Waste.docx                |
| Description   | LHMC Chapter 5 re Solid Waste                                                                                          |
| Document 2 ID | file:///D:/Users/OSandoval/OneDrive - Woodruff Spradlin and Smart/LH/2021-11-02 LHMC SB 1383 Ordinance Rev2 Clean.docx |
| Description   | 2021-11-02 LHMC SB 1383 Ordinance Rev2 Clean                                                                           |
| Rendering set | Standard                                                                                                               |

| Legend:                   |  |
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| <u>Insertion</u>          |  |
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|                | Count |
| Insertions     | 488   |
| Deletions      | 215   |
| Moved from     | 42    |
| Moved to       | 42    |
| Style change   | 0     |
| Format changed | 0     |
| Total changes  | 787   |

## ATTACHMENT C

### Proposed Resolution Amending and Restating the Administrative Citation Program Fines and Penalties Schedule



## RESOLUTION NO. 2021-11-XX-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAGUNA HILLS, CALIFORNIA, AMENDING AND  
RESTATING THE ADMINISTRATIVE CITATION PROGRAM  
FINES AND PENALTIES SCHEDULE

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

WHEREAS, Section 1-36.050 (Issuance of administrative citation) of Chapter 1-36 (Administrative Citations and Penalties) of Title 1 (General Provisions) of the City of Laguna Hills Municipal Code authorizes the City Council to specify by resolution the amounts of fines imposed for administrative citations; and

WHEREAS, the City Council desires to amend and restate the Administrative Citation Program Fines and Penalties Schedule adopted and established by Resolution No. 2018-09-11-1 to specify the fines for violations of Chapter 5-32 (Solid Waste) of Title 5 (Health and Sanitation) of the City of Laguna Hills Municipal Code.

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

SECTION 1. Adoption and Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Adoption of Administrative Citation Fines and Penalties. The City Council hereby adopts and approves the amended and restated Administrative Citation Program Fines and Penalties Schedule as set forth in Exhibit "A," a copy of which is attached hereto and incorporated herein by reference. The City Clerk is hereby authorized and directed to incorporate the Administrative Citation Program fines and penalties established herein, as set forth in Exhibit "A" attached hereto, into the City's Comprehensive Fee Schedule.

SECTION 3. Severability. If any penalty adopted by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining penalties adopted or revised herein. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED this X<sup>th</sup> day of November 2021.

\_\_\_\_\_  
ERICA PEZOLD, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution  
No. 2021-11-XX-X adopted by the City Council of the City of Laguna Hills, California, at  
a Regular Meeting thereof held on the X day of X 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

## **Exhibit “A”**

### **Administrative Citation Program Fines and Penalties Schedule**

#### Standard Administrative Citation Penalties

|                                                    |       |
|----------------------------------------------------|-------|
| First violation                                    | \$100 |
| Second violation within the calendar year          | \$200 |
| Third violation within the calendar year           | \$500 |
| All subsequent violations within the calendar year | \$500 |

#### Local Building and Safety Code Administrative Citation Penalties

|                                                    |         |
|----------------------------------------------------|---------|
| First violation                                    | \$100   |
| Second violation within the calendar year          | \$500   |
| Third violation within the calendar year           | \$1,000 |
| All subsequent violations within the calendar year | \$1,000 |

#### Administrative Citation Penalties for Violations of Chapter 5-32 -- Solid Waste and Recycling

|                                                    |       |
|----------------------------------------------------|-------|
| First violation                                    | \$50  |
| Second violation within the calendar year          | \$100 |
| Third violation within the calendar year           | \$250 |
| All subsequent violations within the calendar year | \$250 |

#### Late Payment Penalties – Standard Administrative Citation Penalties, Local Building and Safety Code, and Solid Waste and Recycling Administrative Penalties

Payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. Late payments are subject to a penalty of 25% of the amount of the citation.

### Administrative Citation Penalties for Violations of Title 13 – Animal Control

|                                                    |       |
|----------------------------------------------------|-------|
| First violation                                    | \$300 |
| Second violation within the calendar year          | \$350 |
| Third violation within the calendar year           | \$400 |
| Fourth violation within the calendar year          | \$450 |
| Fifth violation within the calendar year           | \$500 |
| Sixth violation within the calendar year           | \$550 |
| All subsequent violations within the calendar year | \$550 |

### Late Penalties – Title 13 Animal Control

Payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. A late penalty in the same amount of the underlying fine amount due pursuant to the above table shall accrue and be charged for any fine not paid within fifteen (15) days of the due date, such that the total amount due is double the unpaid fine amount.



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

**DATE:** November 23, 2021

**TO:** Mayor and Council Members

**FROM:** Kenneth H. Rosenfield P.E.  
Interim City Manager/Director of Public Services

**ISSUE:** Progress Payment No. 2 for Citywide Pavement Rehabilitation, CIP No. 101-L & Ridge Route Drive Pavement Resurfacing, CIP No. 188

**RECOMMENDATION:** That the City Council approve Progress Payment No. 2, in the net amount of \$1,050,472.33, to Petrochem Materials Innovation, LLC, for Citywide Pavement Rehabilitation, CIP No. 101-L & Ridge Route Drive Pavement Resurfacing, CIP No. 188.

#### **SUMMARY:**

Work on the Citywide Pavement Rehabilitation CIP No. 101-L & Ridge Route Drive Pavement Resurfacing, CIP No. 188, began on September 7, 2021, and is being performed by Petrochem Materials Innovation, LLC. Work performed in October included clearing and grubbing, grinding and asphalt concrete removal and replacement, application of slurry seal, and striping. The contractor has submitted the second progress payment request for approval.

#### **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 five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for this project, Petrochem Materials

Progress Payment No. 2 Citywide Pavement Rehabilitation, CIP 101-L and Ridge Route Drive CIP 188

November 23, 2021

Page 2

Innovation, LLC., has submitted the second progress payment for the subject project as follows:

| ITEM #                                                                 | DESCRIPTION                                                                                         | QUANTITY | UNIT | UNIT PRICE   | \$ AMOUNT    |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------|------|--------------|--------------|
| <b>BASE BID 1: CITYWIDE PAVEMENT REHABILITATION, CIP NO. 101-I</b>     |                                                                                                     |          |      |              |              |
| 1                                                                      | Clearing and Grubbing                                                                               | 0.5      | LS   | \$387,950.00 | \$193,975.00 |
| 3                                                                      | 2" Grind/AC Overlay R&R                                                                             | 51,535   | SF   | \$1.91       | \$98,431.85  |
| 4                                                                      | Type II Central Plant Mixed Rubberized Emulsion Aggregate Slurry (CRMREAS), including Crack Sealing | 1,471    | SY   | \$540.00     | \$794,340.00 |
| 5                                                                      | Striping, Including Raised Pavement Markers, Lane Lines, Legends and Cross Walks                    | 0.5      | LS   | \$24,247.00  | \$12,123.50  |
| <b>BASE BID 2: RIDGE ROUTE DRIVE PAVEMENT RESURFACING, CIP NO. 188</b> |                                                                                                     |          |      |              |              |
| 9                                                                      | Striping                                                                                            | 0.5      | LS   | \$13,780.00  | \$6,890.00   |
| <b>ALTERNATE BID 1: MILL CREEK DRIVE</b>                               |                                                                                                     |          |      |              |              |
|                                                                        |                                                                                                     |          |      |              |              |

|                           |                |                |
|---------------------------|----------------|----------------|
| <b>TOTAL TO DATE</b>      | \$1,336,164.35 |                |
| <b>LESS PRIOR BILLING</b> | 230,404.00     |                |
| <b>TOTAL THIS PERIOD</b>  | \$1,105,760.35 | \$1,105,760.35 |
| <b>LESS 5% RETENTION</b>  |                | \$(55,288.02)  |
| <b>DUE</b>                |                | \$1,050,472.33 |

**FISCAL IMPACT:**

The progress payment is within the Capital Improvement Program Budget for Citywide Pavement Rehabilitation CIP No. 101-L & Ridge Route Drive Pavement Resurfacing, CIP No. 188.



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021

**TO:** Mayor and Council Members

**FROM:** Kenneth H. Rosenfield P.E.  
Interim City Manager/Director of Public Services

**ISSUE:** Authorization to Advertise for Bids - LH on the Hill, CIP No. 403

---

**RECOMMENDATION:** That the City Council: 1) Find and determine that the LH on the Hill, CIP No. 403, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304 of Title 14, Chapter 3 of the California Code of Regulations (Class 4 - Minor Alterations to Land); 2) Approve the Plans and Specifications available at the office of the City Clerk and at the dais; and 3) Authorize the Advertisement for Bids of the of the LH on the Hill project, CIP No. 403.

---

#### **SUMMARY:**

In accordance with City Council direction at the meeting of September 14, 2021, plans and specifications for the subject project have been prepared by Richard Fisher Associates and are ready for City Council approval. The project is ready to be advertised for bids.

#### **BACKGROUND:**

The City Council has expressed a desire to replace the existing LH monogram on the hillside southerly of Alicia Parkway, westerly of Paseo de Valencia, opposite the Laguna Hills Community Center and Sports Complex, to improve its visibility, long term viability and its maintenance. Several discussions were scheduled with the City Council in the past year on the design, layout, size and colors to be used for the monogram. At the September 14, 2021, City Council meeting, design options were presented by Mr. Richard Fisher, Landscape Architect, of the firm Richard Fisher Associates, and the City Council passed a motion, "A motion to approve the larger design with white

Authorization to Advertise for Bids - LH on the Hill, CIP No.403

November 23, 2021

Page 2

lettering painted with a high-reflective paint and to direct Staff to include an alternate bid option for the installation of solar lighting to the bid proposal for the project.”

In accordance with City Council direction, the plans and specifications for this project have now been completed and are ready for City Council approval. The plans are attached to this staff report and a full size set of the plans, along with the specifications, are available on the dais for tonight’s meeting. The plans include a Base Bid for the LH monogram along with one Alternate Bid to add solar based lighting for enhanced nighttime viewing of the monogram. The manufacturer’s “cut-sheets” of the type of LED solar based lighting units to be used on the project, under the Alternate Bid, are also attached to this Report.

The design for the monogram sets the overall size at 74 feet wide by 82 feet long with each letter of the “L” and “H” being eight feet in width and 52 feet tall. The concrete pads used to create the letters will be painted with a highly reflective white paint. The background stone used to create the “canvas” for the installation of the concrete pads will be a dark color to create the desired contrast.

Upon completion of the project, the City landscape maintenance contractor will be responsible for weed control and blowing off dust and debris from the letters on an as needed basis.

The Landscape Architect’s construction cost estimate for the Base Bid is \$37,000 and for the Alternate Bid is \$32,000.

#### **CEQA FINDINGS:**

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15304 of Title 14, Chapter 3 of the California Code of Regulations (Class 4 – Minor Alterations to Land). This exemption applies to projects involving minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees.



Authorization to Advertise for Bids - LH on the Hill, CIP No.403

November 23, 2021

Page 3

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**FISCAL IMPACT:**

This project is not specifically included within the current Capital Improvement Program Budget, however, in accordance with City Council suggestion, the existing standby budget item for Slope Repairs, CIP No. 403, in the amount of \$50,000, is planned to be reassigned to the LH on the Hill project. The LH on the Hill project consists of a Base Bid with an estimated cost of \$37,000 and an Alternate Bid (solar lighting) with an estimated cost of \$32,000. Depending upon the Bid results, as well as depending upon the City Council selection of an award of a Base Bid and an Alternate Bid, a future Budget Amendment may be required.

**ATTACHMENTS:**

- Plans - LH on the Hill
- LED-Solar-street-light-Stealth-120W

C.I.P. NO. #403

WATER QUALITY NOTES



UTILITY CONTACT

OWNER OF PROPERTY  
CITY OF LAGUNA HILLS  
24035 EL TORO ROAD  
LAGUNA HILLS, CA 92653  
(949) 707-2655  
CONTACT: KEN ROSENFELD

1. Every effort should be made to eliminate the discharge of non-stormwater from the project site at all times.
2. Eroded sediments and other construction retained on-site and may not be transported from the site via sheet flow, swales, area drains, natural drainage courses or wind.
3. Stockpiles of earth and other construction related materials must be protected from being transported from the site by the forces of wind or water.
4. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil and surface waters. All approved storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.
5. Excess or waste concrete may not be washed into the public way or any other drainage system. Provisions shall be made to retain concrete wastes on-site until they can be disposed of as solid waste.
6. Trash and construction related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
7. Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public way. Accidental depositions must be swept up immediately and may not be washed down by rain or other means.
8. Any slopes with disturbed soils or denuded of vegetation must be stabilized so as to inhibit erosion by wind and water.
9. Contractor shall utilize Construction Best Management Practices to protect storm water runoff and comply with the State General Construction NPDES Permit.
10. Contractor shall provide a storm water pollution prevention plan for approval and not begin work until a notice of intent W.D.I.D. has been issued.

1. All local, municipal, county and state laws, rules and regulations governing or relating to any portion of this work are hereby incorporated into and made part of the project plans and specifications; and their provisions shall be carried out by the Contractor. Additionally, all work shall be done in accordance with the applicable sections of the latest edition of the APWA, Standard Specifications for Public Works Construction, ("Green Book"), and project specifications, the Orange County Public Facilities and Resources Department Standard Plans, the Standard Specifications of the City of Laguna Hills, latest edition, and the State of California Department of Transportation Standard Plans & Specifications dated January, 2010. Whenever special requirements conflict on any subject matter, the City Engineer, or his designated representative will determine which special requirements and/or codes will govern.
2. The Contractor shall not proceed with construction as shown on the plans when it is obvious in the field that unknown obstructions, grade differences, or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences shall be brought to the attention of the City Engineer, or his designated representative. In the event this notification is not performed, the Contractor shall assume full responsibility for any revisions necessary and shall perform such revisions at his own expense.
3. The Contractor shall notify the Landscape Architect and the City Engineer, or his designated representative, two (2) working days, or 48 hours, prior to start of construction.
4. It shall be the Contractor's responsibility to conduct his operations in such a manner so as to prevent damage to existing substructures. In the event of substructure damage, the Contractor shall bear full responsibility and total expense for repair and/or replacement of said substructure.
5. Adjustments to the layout of this plan may be necessary due to unknown existing conditions. If layout discrepancy should occur, the Contractor shall contact the City Engineer, or his designated representative.
6. The Contractor shall comply to APWA, Work Area Traffic Control Handbook ("W.A.T.C.H." Handbook), and the California Manual of Traffic Controls (latest edition; refer to signage barriers, and lane closure sections).
7. The Contractor shall not block driveways or vehicular traffic during the process of construction.
8. The Contractor shall be responsible for providing the necessary safety fencing to prevent any hazardous or dangerous situations to the general public.
9. The Contractor's activities shall be confined to the hours between 7:00 am and 4:30 pm, Monday through Friday only, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the City Engineer, or his representative, except in emergencies involving immediate hazard to persons or property. Arterial Highway lane closure shall not occur before 9:00am and shall not exist past 3:30pm.
10. Protect all utilities in place unless otherwise noted on plans.
11. Protect and maintain all existing landscaping in place unless otherwise noted on plans.
12. All concrete to utilize Type V Cement

SHEET INDEX

| SHEETS |     | DESCRIPTION          |
|--------|-----|----------------------|
| 1      | T-1 | TITLE SHEET          |
| 2      | L-1 | SITE PLAN            |
| 3      | L-2 | CONSTRUCTION DETAILS |
| 4      | E-1 | LIGHTING PLAN        |



**DIGALERT**  
 1-800-455-4555  
 AT

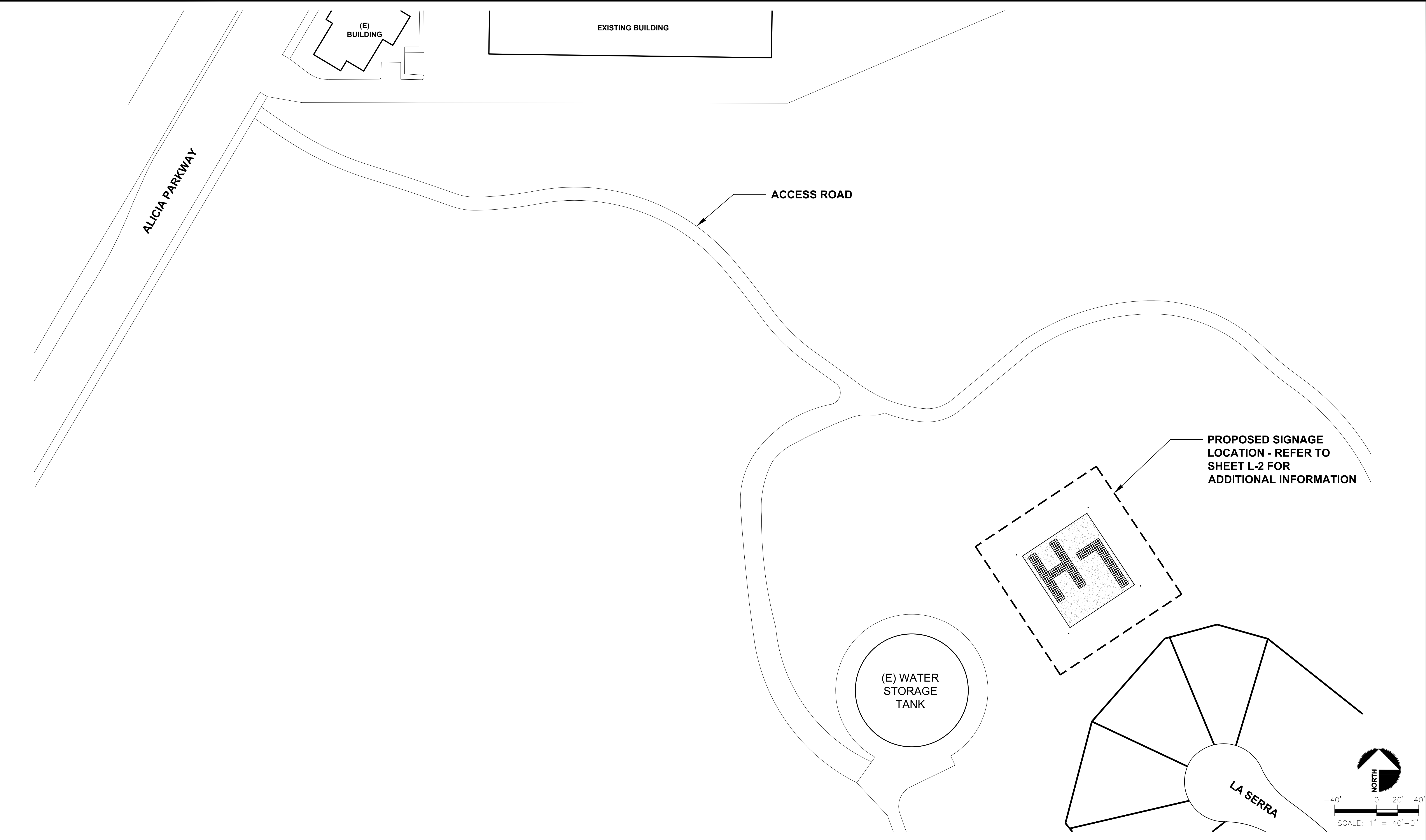
DIAL TOLL FREE  
**1-800-422-4133**  
AT LEAST TWO DAYS  
BEFORE YOU DIG

## NOTICE TO CONTRACTOR

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NEED NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER AND LANDSCAPE ARCHITECT, HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE ENGINEER OR THE LANDSCAPE ARCHITECT

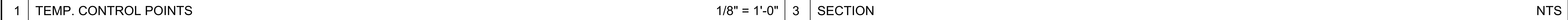
|              |      |          |  |         |                                                                                                                                                                                                                                                                                                                                                                           |                                   |    |          |                                                                                                             |                                                                                                    |     |
|--------------|------|----------|--|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----|----------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-----|
| REVISIONS    |      |          |  |         |  <div>PREPARED BY:<br/><br/>Richard A. Fisher<br/>Landscape Architect<br/><br/>2001 EAST FIRST STREET, SUITE 160<br/>SANTA ANA, CA 92705<br/>PHONE: (714) 245-9270<br/>FAX: (714) 245-9275</div> | PREPARED UNDER THE SUPERVISION OF |    | DATE     | <div>REVIEWED BY:<br/>TITLE:</div> <div>RECOMMENDED BY:<br/>TITLE:</div> <div>ACCEPTED BY:<br/>TITLE:</div> | CITY OF LAGUNA HILLS<br>CONSTRUCTION PLANS FOR LAGUNA HILLS HILLSIDE DISPLAY<br><b>TITLE SHEET</b> | T-1 |
| NUMBER       | DATE | INITIALS |  | APP'V'D |                                                                                                                                                                                                                                                                                                                                                                           | DRAWN BY                          | LR | 10-26-21 |                                                                                                             |                                                                                                    |     |
|              |      |          |  |         |                                                                                                                                                                                                                                                                                                                                                                           | CHECKED BY                        | RF | 10-26-21 |                                                                                                             |                                                                                                    |     |
|              |      |          |  |         |                                                                                                                                                                                                                                                                                                                                                                           | DESIGNED BY                       | RF | 10-26-21 |                                                                                                             |                                                                                                    |     |
|              |      |          |  |         |                                                                                                                                                                                                                                                                                                                                                                           |                                   |    |          |                                                                                                             |                                                                                                    |     |
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|              |      |          |  |         |                                                                                                                                                                                                                                                                                                                                                                           |                                   |    |          |                                                                                                             |                                                                                                    |     |
| SHEET 1 OF 4 |      |          |  |         |                                                                                                                                                                                                                                                                                                                                                                           |                                   |    |          |                                                                                                             |                                                                                                    |     |





| REVISIONS       |      |          |  |         |  | <p>PREPARED BY:</p>  <p>2001 EAST FIRST STREET, SUITE 160<br/>SANTA ANA, CA 92705<br/>PHONE: (714) 245-9270<br/>FAX: (714) 245-9275</p> | <p>PREPARED UNDER THE SUPERVISION OF</p> <table><tr><td>DRAWN BY</td><td>LR</td><td>10-17-21</td></tr><tr><td>CHECKED BY</td><td>RF</td><td>10-17-21</td></tr><tr><td>DESIGNED BY</td><td>RF</td><td>10-17-21</td></tr></table> | DRAWN BY | LR | 10-17-21 | CHECKED BY | RF | 10-17-21 | DESIGNED BY | RF | 10-17-21 | <table><tr><td>DATE</td></tr><tr><td>REVIEWED BY:</td></tr><tr><td>TITLE:</td></tr><tr><td>RECOMMENDED BY:</td></tr><tr><td>TITLE:</td></tr><tr><td>ACCEPTED BY:</td></tr><tr><td>TITLE:</td></tr></table> | DATE | REVIEWED BY: | TITLE: | RECOMMENDED BY: | TITLE: | ACCEPTED BY: | TITLE: | <p>CITY OF LAGUNA HILLS<br/>CONSTRUCTION PLANS LAGUNA HILLS HILLSIDE DISPLAY<br/><b>SITE PLAN</b></p> | <p><b>L-1</b></p> <p>SHEET <b>2</b> OF 4</p> |
|-----------------|------|----------|--|---------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----|----------|------------|----|----------|-------------|----|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|--------|-----------------|--------|--------------|--------|-------------------------------------------------------------------------------------------------------|----------------------------------------------|
| DRAWN BY        | LR   | 10-17-21 |  |         |                                                                                      |                                                                                                                                                                                                                              |                                                                                                                                                                                                                                 |          |    |          |            |    |          |             |    |          |                                                                                                                                                                                                            |      |              |        |                 |        |              |        |                                                                                                       |                                              |
| CHECKED BY      | RF   | 10-17-21 |  |         |                                                                                      |                                                                                                                                                                                                                              |                                                                                                                                                                                                                                 |          |    |          |            |    |          |             |    |          |                                                                                                                                                                                                            |      |              |        |                 |        |              |        |                                                                                                       |                                              |
| DESIGNED BY     | RF   | 10-17-21 |  |         |                                                                                      |                                                                                                                                                                                                                              |                                                                                                                                                                                                                                 |          |    |          |            |    |          |             |    |          |                                                                                                                                                                                                            |      |              |        |                 |        |              |        |                                                                                                       |                                              |
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| RECOMMENDED BY: |      |          |  |         |                                                                                      |                                                                                                                                                                                                                              |                                                                                                                                                                                                                                 |          |    |          |            |    |          |             |    |          |                                                                                                                                                                                                            |      |              |        |                 |        |              |        |                                                                                                       |                                              |
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| NUMBER          | DATE | INITIALS |  | APP'V'D |                                                                                      |                                                                                                                                                                                                                              |                                                                                                                                                                                                                                 |          |    |          |            |    |          |             |    |          |                                                                                                                                                                                                            |      |              |        |                 |        |              |        |                                                                                                       |                                              |
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REVIEWED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

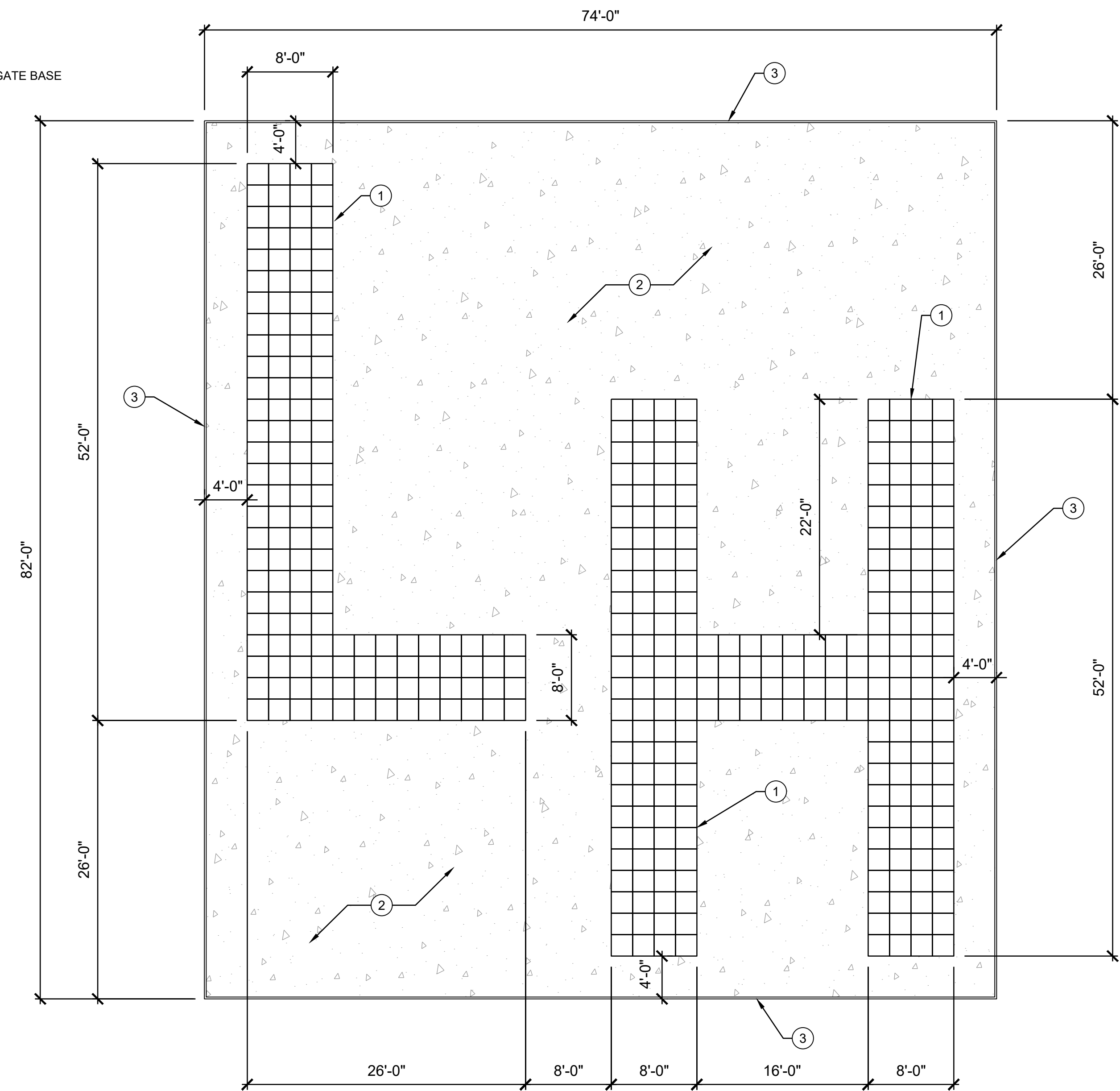
RECOMMENDED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**L-2**

SHEET **3** OF 4

A technical cross-section drawing of a road pavement structure. The drawing shows a multi-layered construction. At the top is a thin, dark, textured layer labeled '1'. Below this is a thicker layer of light-colored, irregularly shaped stones or aggregate, labeled '2'. A horizontal line separates this from a layer of diagonal hatching, labeled '3'. Below the hatching is a layer of a brick-like pattern, labeled '4'. The bottom-most layer is a thick, light-colored material with a diagonal hatching pattern, labeled '5'. The entire structure is shown in a perspective view, with a vertical line on the right side indicating the edge of the pavement.


$$1/8'' = 1'-0''$$

NTS



FBA Engineering / Plot Date: 11/5/2021 8:54 AM / Plotted by: Blake Meach / Drawing Location: I:\489\022\E1\_489022.dwg

SOLAR LIGHTING INTERNATIONAL  
"STEALTH" 120W-21 LUMINAIRE  
CONTACT: DAN WHIGHAM  
DAN WHIGHAM  
DAN@SOLARLIGHTINGITL.COM  
704-506-2154

GLARE SHIELDS ON EACH SIDE OF FIXTURE  
AIMABLE LED LIGHT BARS  
TOTAL 19,200 LUMENS

AIMABLE KNUCKLE TENON

5-INCH DIAMETER x 7 GA. x 20-FEET HIGH  
ROUND NON-TAPERED STEEL POLE PAINTED  
TO MATCH FIXTURE HEAD

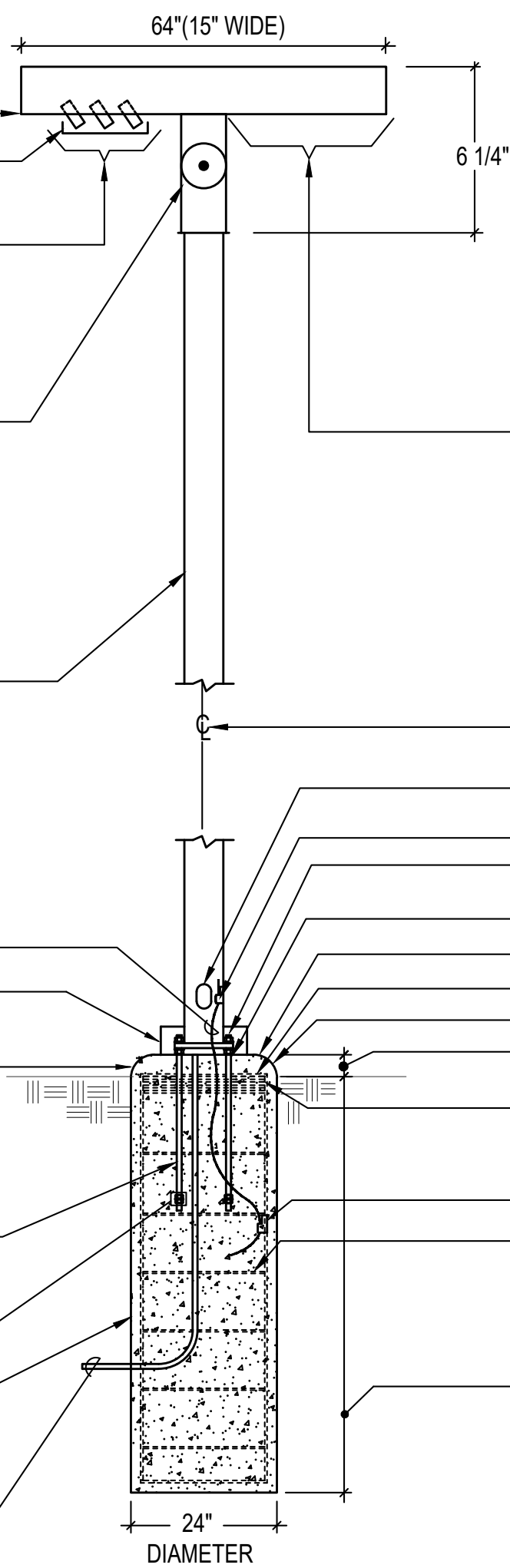
1#6 GROUND WIRE  
BOLT COVER  
FILL AND SACK EXPOSED TOP  
AND SIDES FOR SMOOTH FINISH

FOUR ALL THREAD GALVANIZED ANCHOR BOLTS  
EACH WITH TWO NUTS AND WASHERS TO ANCHOR  
AND ALIGN POLE. EACH ANCHOR BOLT 3/4" DIA. x  
25"L. (AS PER POLE MANUFACTURERS SPECS.)

3"SQ. x 1/4" THICK  
WASHER WITH TOP  
AND BOTTOM NUTS

CONCRETE BASE  
(F' c = 4000 PSI)

CONDUIT, TYPICAL  
PER PLANS



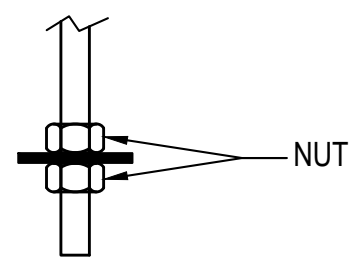
INTEGRAL SOLAR PANELS, BATTERY  
CHARGER, AND PHOTOCELL

ALIGN POLE PLUMB AND VERTICAL  
HANDHOLE WITH WEATHERPROOF COVER  
GROUND LUG  
LEVELING NUTS (2 PER ANCHOR BOLT)  
DRY PACK UNDER BASE  
SLOPE AWAY FROM POLE  
8" TAIL TYP  
1" RADIUS  
3" ABOVE GRADE

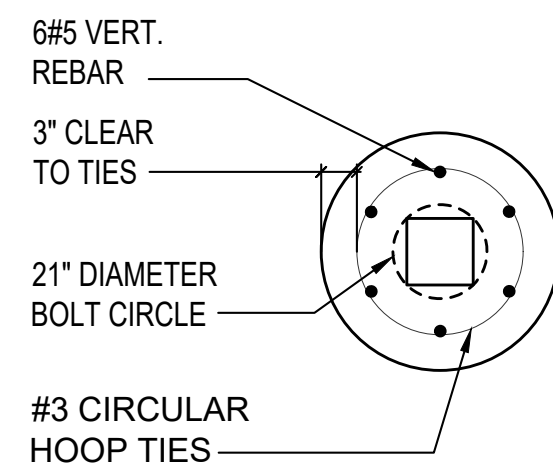
(4) #3 REBAR CIRCULAR  
HOOPS AT 2' OC AT  
TOP W/135° HOOKS ON TAILS

GROUND LUG  
#5 REBAR CIRCULAR  
HOOPS AT 12' OC AT  
W/135° HOOKS ON TAILS

6'-0" BELOW GRADE



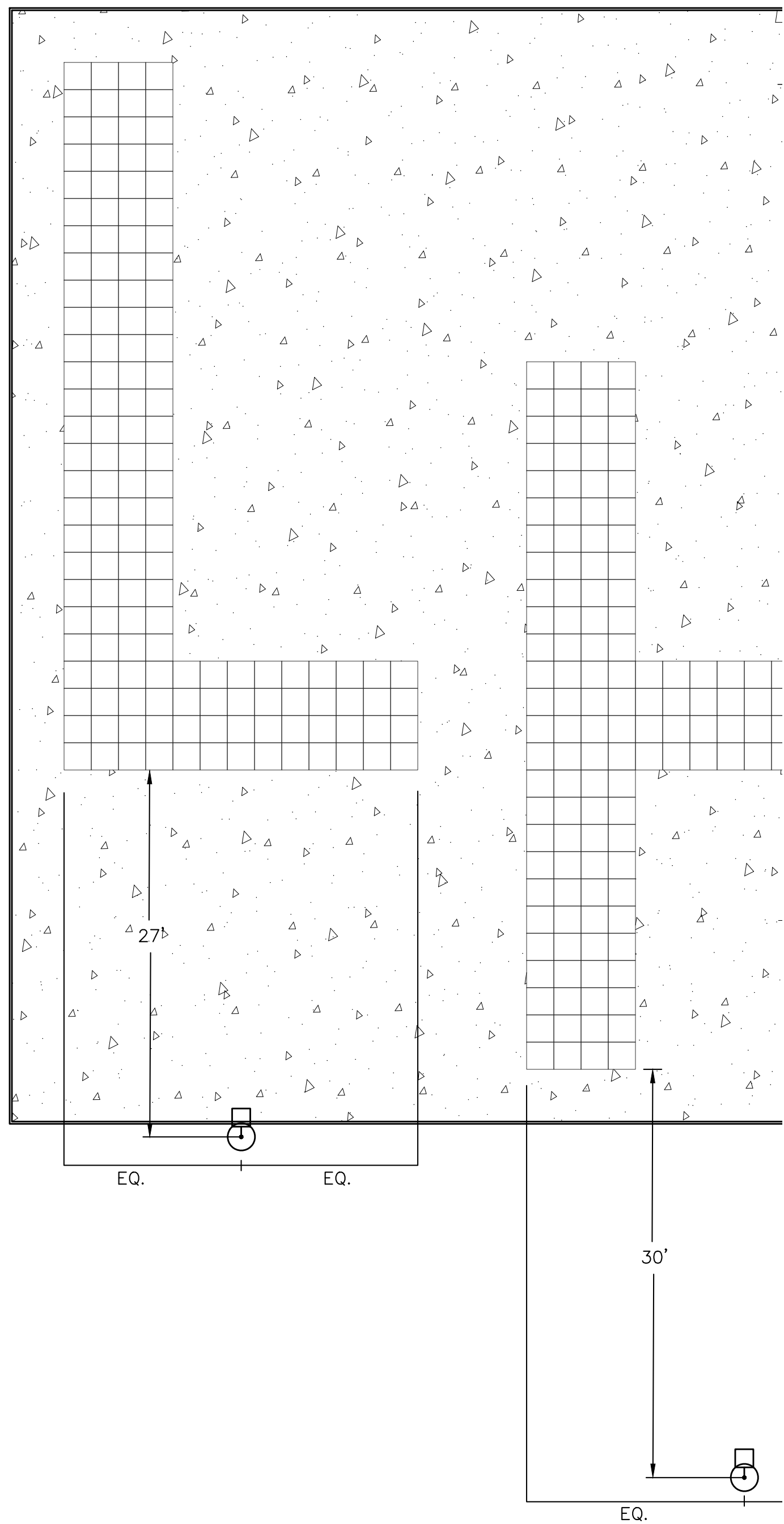
ENLARGED BOLT WITH WASHER DETAIL - A



LIGHT FIXTURE DETAIL

SCALE  
AS SHOWN

2

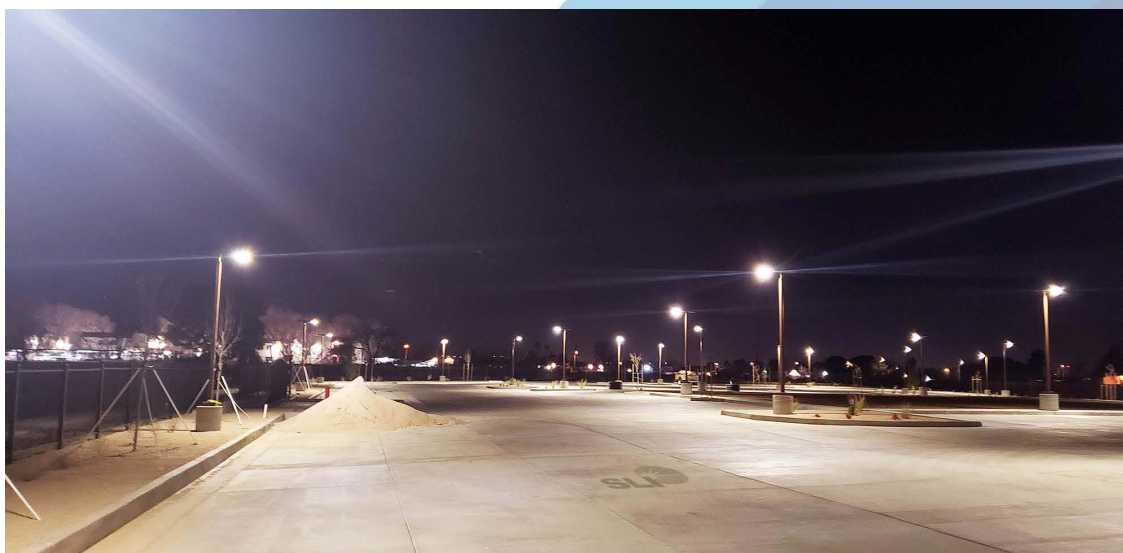


LIGHTING PLAN



# ***STEALTH 120-21***

## ***LED SOLAR STREET LIGHT***



Attachment: LED-Solar-street-light-Stealth-120W (2656 : Authorization to Advertise for Bids - LH on the Hill, CIP No.403)



The Name Solar Lighting International® is a Registered Trademark.

|               |                                    |
|---------------|------------------------------------|
| Product Name  | SLI Stealth LED Solar Street Light |
| Specification | SLI-120-21-STEALTH                 |
| Date          | 07-2020                            |
| Version       | REV 1.0                            |

# ***STEALTH 120-21***

## ***LED SOLAR STREET LIGHT***

### **Features & Advantages**

- Replaceable Parts - **Replaceable Battery** | **Replaceable Light Bar**
- Unique Patented Design
- Patented smart working modes for longer lighting time
- Remote control add-on makes changing the work modes effortless
- Professional light distribution optical lens for a wide lighting area
- High Quality Mono-crystalline Solar Panel
- LED light bars are adjustable to 40°
- Wide angle detection enables body movement in a larger area and a longer distance

### **Product Image**

**Single  
Head**



**STEALTH 120W-21**

# ***STEALTH 120-21***

## ***LED SOLAR STREET LIGHT***

### **Specifications**

| Product Model        | STEALTH 40W-21                                                                                                                                                                                                                            | STEALTH 80W-21                            | STEALTH 120W-21                           |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|
| Power                | 40W                                                                                                                                                                                                                                       | 80W                                       | 120W                                      |
| Lumen/LED Type       | 6,400 Lumens (Phillips 5050)                                                                                                                                                                                                              | 12,800 Lumens (Phillips 5050)             | 19,200 Lumens (Phillips 5050)             |
| Color Temperature    | 4700K +/- 300                                                                                                                                                                                                                             | 4700K +/- 300                             | 4700K +/- 300                             |
| Battery              | LiFePO <sub>4</sub><br>AH,11.1V/244.2Wh                                                                                                                                                                                                   | LiFePO <sub>4</sub><br>32AH,14.8V/473.6Wh | LiFePO <sub>4</sub><br>36AH,25.6V/921.6Wh |
| Solar Panel          | Mono-crystalline   32 Watt                                                                                                                                                                                                                | Mono-crystalline   55 Watt                | Mono-crystalline   82 Watt                |
| Dimensions(mm)       | 711.0*386.2*244.0                                                                                                                                                                                                                         | 1178.0*386.2*244.0                        | 1616.0*386.2*244.0                        |
| Working Time         | Up to 12 Hrs if fully charged, Alternate working modes and working times, ranges from 3 - 6 nights.                                                                                                                                       |                                           |                                           |
| Charging Time        | Requires 6 hours of direct sunlight at optimal angle. Optimal direction is magnetic south and the optimal angle equals the latitude of the installation. Performance is reduced if product is installed different than the optimal angle. |                                           |                                           |
| Beam Angle           | 140x78° - Type III or Bat-Wing Style Light Distribution                                                                                                                                                                                   |                                           |                                           |
| PIR Sensor           | 2 PIR Sensors   Detection angle: 150°   Detection distance:15 Meters / 50 Feet                                                                                                                                                            |                                           |                                           |
| IP Class             | IP65                                                                                                                                                                                                                                      |                                           |                                           |
| Working Temp         | -10°F - 140°F / -23C° - 60C°                                                                                                                                                                                                              |                                           |                                           |
| Housing Material     | Powder Coated Aluminum                                                                                                                                                                                                                    |                                           |                                           |
| Installation Height  | 10' - 15' or 3-5m                                                                                                                                                                                                                         | 15' - 25' or 5 - 8m                       | 15' - 25' or 5 - 8m                       |
| Installation Spacing | 32' - 50' or 10-15m                                                                                                                                                                                                                       | 50' - 82' or 15 - 25m                     | 80' - 130' or 25 - 40m                    |
| Warranty             | 5 years                                                                                                                                                                                                                                   |                                           |                                           |

Attachment: LED-Solar-street-light-Stealth-120W (2656 : Authorization to Advertise for Bids - LH on the Hill, CIP No.403)

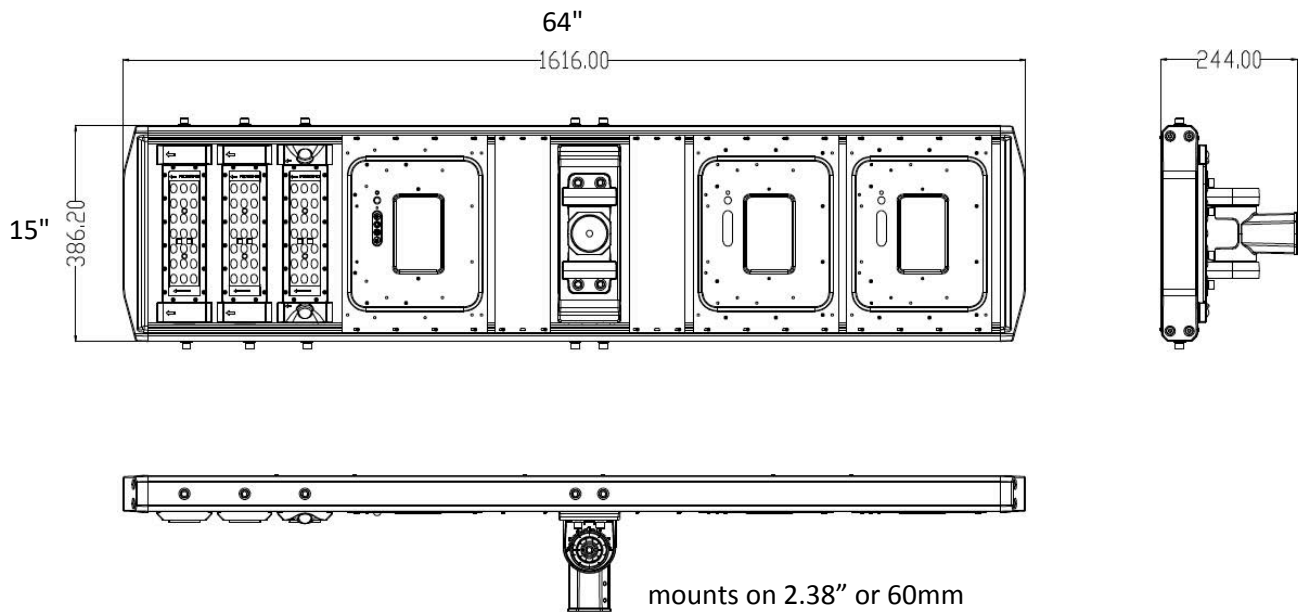


# ***STEALTH 120-21***

## ***LED SOLAR STREET LIGHT***

### **Product Dimensions**

**120W-21**



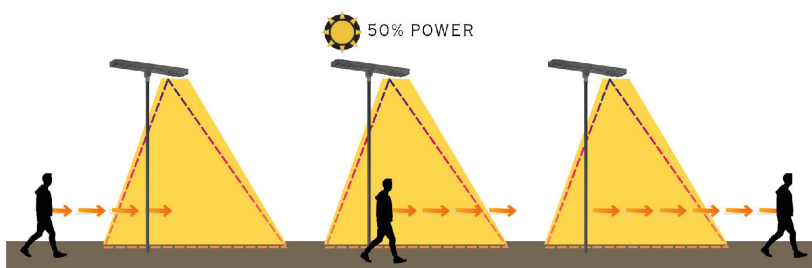
# **STEALTH 120-21**

## **LED SOLAR STREET LIGHT**

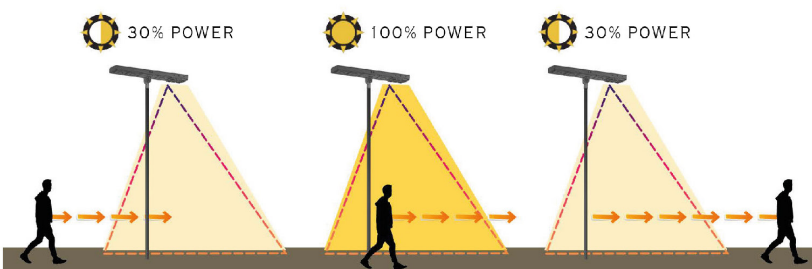
### **Power Button**



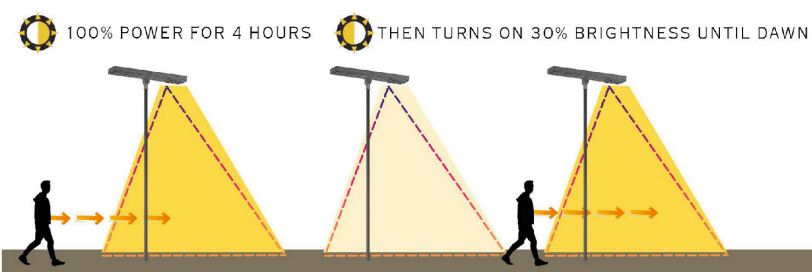
 **Constant Lighting Mode**  
Automatically operates at 50% brightness from dusk to dawn or until power is off.



 **Sensor Mode**  
Automatically operates at 30% brightness. When motion is detected, light increases to 100% until no motion is detected for 30 seconds, then returns to 30% brightness. Detection up to 50 feet.



 **Customized Working Mode**  
Automatically turns on at dusk and remains at up to 100% brightness for 4 hours, then it automatically turns to 30% brightness until dawn.





# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021

**TO:** Mayor and Council Members

**FROM:** Melissa Au-Yeung  
Deputy City Manager

**ISSUE:** Award of Consulting Services Agreement with Bob Hall & Associates for Executive Recruitment Services and Corresponding FY 2021-2022 Budget Amendment

---

**RECOMMENDATION:** That the City Council: 1) Approve the proposed Consulting Services Agreement with Bob Hall & Associates for Executive Recruitment Services; 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Fiscal Year 2021-2022 Budget by increasing the General Government Department Operating Budget for Executive Recruitment Consulting Services"; and 3) Authorize the Mayor to execute the Agreement.

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#### **SUMMARY:**

Per direction of the City Council, a Request for Proposals was issued on September 17, 2021, for City Manager Recruitment Services to assist the City Council with conducting an executive recruitment for City Manager. Five proposals were received and, in accordance with City Council direction at the October 26, 2021, City Council meeting, two firms were invited to participate in interviews pertaining to the engagement. At the November 9, 2021, City Council meeting, following the interviews, the City Council selected the firm of Bob Hall & Associates to assist with this executive recruitment. It is now appropriate for the City Council to approve the proposed Consulting Services Agreement with Bob Hall & Associates and authorize the Mayor to execute the Agreement. Additionally, because Executive Recruiter services were not included in the current Budget, it is necessary for the City Council to adopt the attached Resolution amending the Fiscal Year 2021-2022 adopted Budget in the amount of \$25,000.

## Consulting Services Agreement for Executive Recruitment Services

November 23, 2021

Page 2

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### **BACKGROUND:**

The City's previous City Manager left employment with the City, effective January 22, 2021. Consequently, the City Council coincidentally appointed Kenneth H. Rosenfield, Assistant City Manager/Director of Public Services, as Acting City Manager and thereafter, appointed him as Interim City Manager effective on February 10, 2021. In accordance with City Council direction, Staff prepared and released a Request for Proposals (RFP) on September 17, 2021, for executive recruitment services pertaining to the City Manager position.

Five proposals were received and presented to the City Council at the October 26, 2021, City Council meeting. The City Council reviewed the proposals and selected two firms for subsequent interviews: Bob Hall & Associates and Ralph Andersen & Associates. The City Council held interviews at its November 9, 2021, City Council meeting and ultimately selected Bob Hall & Associates for this engagement.

It is now appropriate for the City Council to approve the proposed Consulting Services Agreement with Bob Hall & Associates and authorize the Mayor to execute the Agreement. Additionally, because executive recruiter services were not included in the current Budget, it is necessary for the City Council to adopt the attached Resolution amending the Fiscal Year 2021-2022 adopted Budget in the amount of \$25,000.

### **FISCAL IMPACT:**

The fixed-fee for the engagement is \$21,500. To account for this value and the potential of additional services, a Budget Amendment in the amount of \$25,000 is necessary. This Budget Amendment is reflected on the attached Resolution amending the Fiscal Year 2021-2022 adopted Budget to account for these services.

### **ATTACHMENTS:**

- Proposed Consulting Services Agreement
- Proposed Consulting Services Agreement Exhibit A
- Proposed Resolution Amending the Fiscal Year 2021-2022 Budget

## CONSULTING SERVICES AGREEMENT

### Bob Hall & Associates

*(Executive Search, Recruitment and Employment Consulting Services )*

THIS CONSULTING SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 23<sup>rd</sup> day of November 2021, 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 BOB HALL & ASSOCIATES, a sole proprietorship (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 services of a qualified, executive search, recruitment, and employment consulting firm to provide executive search, recruitment, and employment services to City for the full-time position of City Manager (the “Project”).

B. Consultant has submitted to City a proposal, dated October 14, 2021, to provide executive search, recruitment, and employment consulting services to City for the Project pursuant to the terms of this Agreement.

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

D. City desires to retain Consultant to provide such consulting services to City for the Project.

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

### AGREEMENT

#### 1. SERVICES OF CONSULTANT

**1.1 Scope of Services and Standard of Performance.** In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform executive search, recruitment, and employment consulting services to City for the Project as described and as set forth in Consultant’s Proposal/Scope of Work, dated October 14, 2021, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for

under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by consultants in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services 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 October 14, 2021, proposal submitted to the City ("Consultant's Proposal"), which shall both 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: (1<sup>st</sup>) the terms and conditions of this Agreement; and, (2<sup>nd</sup>) the provisions of the Consultant's Proposal.

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

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



of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

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

**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 Consultant's Proposal/Scope of Work (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

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



## 2. COMPENSATION

**2.1 Maximum Contract Amount.** For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Twenty One Thousand Five Hundred Dollars (\$21,500.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

**2.3 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.

**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; however, the City shall not be obligated to grant such an extension.

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

**3.4 Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence on the effective date, November 23, 2021, and shall continue in full force and effect until the Project is completed, 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: **Bob Hall, Founder, Bob Hall & Associates.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

**4.2 Contract Officer.** The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer

shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

**4.4 Independent Contractor.**

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to

Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

#### **4.5 PERS Eligibility Indemnification.**

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

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

### **5. INSURANCE**

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

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

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

Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**5.8 Evidence of Coverage.** Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be



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

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

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

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

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

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



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

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

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

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

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

## **6. INDEMNIFICATION**

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

## **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.

**7.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

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

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

## **8. ENFORCEMENT OF AGREEMENT**

**8.1 California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of

California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

**8.4 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.

**8.5 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.

**8.6 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.

**8.7 Attorneys' Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing

Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

## **9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

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

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

## **10. MISCELLANEOUS PROVISIONS**

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

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

To Consultant: Bob Hall & Associates  
 Attention: Bob Hall, Founder  
 21060 Pacific City Circle, Suite 6014  
 Huntington Beach, California 92648  
 Telephone: (714) 309-9104  
 E-mail: bob@bobhallandassociates.com

**10.2 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.

**10.3 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.

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

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

**10.6 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.

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

violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

#### **10.8 Labor Code Requirements.**

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

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

[SIGNATURES ON NEXT PAGE]

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

**“CITY”**  
**City of Laguna Hills,**  
 a California municipal corporation

\_\_\_\_\_  
 ERICA PEZOLD,  
 Mayor

ATTEST:

\_\_\_\_\_  
 (SEAL)  
 MELISSA AU-YEUNG,  
 Deputy City Manager/City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
 GREGORY E. SIMONIAN,  
 City Attorney

**“CONSULTANT”**  
 Bob Hall & Associates, a sole proprietorship

By:\_\_\_\_\_  
 BOB HALL, Founder

Attachment: Proposed Consulting Services Agreement (2657 : Consulting Services Agreement for Executive Recruitment Services)



**EXHIBIT “A”****CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: OCTOBER 14, 2021**

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



October 14, 2021

Dear Mayor Pezold and City Council,

Bob Hall & Associates is pleased to submit this proposal to conduct a recruitment for the position of City Manager of Laguna Hills.

If selected, Bob Hall will be the point of contact and lead project director for this search. As former City Manager of Laguna Niguel, Stanton, and Fountain Valley, Bob Hall's substantial knowledge and experiences will help the City of Laguna Hills find a candidate that fits the ideal criteria for the position. No one has a better pulse on the challenges that California cities face than Bob as a former City Manager. Recent recruitments by Bob Hall include the Cities of Manteca, Tracy, Morro Bay, San Bernardino, Laguna Niguel, Costa Mesa, Seal Beach, San Clemente, Stanton and the Laguna Woods Village.

While not a large firm, Bob Hall & Associates' network encompasses a strong talent pool and will add the personal, individualized attention that each search requires. Attached is a summary of the search process and the services that the Bob Hall & Associates team is willing and able to offer the City of Laguna Hills.

For more information or clarification, do not hesitate to contact Bob Hall at (714) 309-9104 or by email at [bob@bobhallandassociates.com](mailto:bob@bobhallandassociates.com). We appreciate the opportunity to be considered to aid in the search for the City Manager vacancy. Should you select our team, we are prepared to proceed immediately.

Sincerely,

Bob Hall



## Executive Summary

We are excited to submit our proposal to the City of Laguna Hills for the opportunity to assist with the identification and recruitment for the City Manager position. The Bob Hall & Associates team is well connected throughout California with a keen knowledge of talent and is prepared to offer a strong pool of top candidates. At Bob Hall & Associates, we pride ourselves in adding a personal, individualized touch to each recruiting search. In the last 24 months, the Bob Hall and Associates team has closed more than 30 recruitments across the state of California.

We provide a cost-effective alternative to working with large recruiting firms, without sacrificing the level of service. Our individualized service helps target candidates who are equipped to specific needs within the region. We do not stray from a challenge and thrive in finding the tough to fill positions at all levels throughout the organization. Our work ethic and desire to help our clients succeed is second to none.

Bob Hall brings over 30 years of experience in municipal government and leadership. Hall has served as City Manager for Fountain Valley, Laguna Niguel, and Stanton. His prior City Manager experience gives him a unique perspective on the recruiting process. He knows first-hand the talent it takes to build a high-performance operation and wants to share that knowledge and experience with candidates and municipalities. His wide variety of experience throughout municipal organizations provides a strong understanding of the diverse needs throughout the City. Before assuming the leadership role in Orange County, he worked in many departments, including General Services Director for the City of Riverside.

Bob Hall holds a Master's degree in Public Administration from California State University, San Bernardino. Hall is a member of ICMA, former Board Member of Cal ICMA and has been an invited guest lecturer at Cal-State Northridge, Cal-State Fullerton and Long Beach State University.



## The Team and Recent Placements

### Our Recruitment Team

Bob Hall  
Founder, Bob Hall and Associates

With Bob's 30 plus years of experience serving in most departments within a municipal organization, he brings a strong knowledge and understanding of city operations. This diverse knowledge has translated into Bob Hall and Associates keen ability to place highly qualified candidates in key positions. Bob's niche is finding that "perfect fit", especially in positions that traditionally are more challenging to fill. Bob Hall provides individualized customer service and responsiveness resulting in successful placements and ultimately, client satisfaction.

Rachel Hall  
Recruitment Coordinator

Rachel has a Bachelor of Arts in Communications from the University of Arizona and brings a background in marketing and writing to the team. Rachel has experience working within municipal government and provides support services for Bob Hall and Associates recruitments.

### Recent Placements

**City Manager** - Stanton  
**City Manager** - Laguna Niguel  
**City Manager** - Manteca  
**City Manager** - San Bernardino  
**Assistant City Manager** - Costa Mesa  
**City Attorney** - Manteca  
**Fire Chief** - Morro Bay

**Director of Finance** - Stanton  
**Director of Finance** - Placentia  
**Director of Public Works** - Manteca  
**Director of Engineering** - Manteca  
**Director of Development** - Manteca  
**Director of Community Development** - Stanton  
**Director of Community Services** - Costa Mesa



## Recruiting Process

Below, you will find our proposed recruiting process, schedule, and cost breakdown for your consideration. During the recruitment process, we will require the following specific assistance from the City: a draft job description (we will work with the City to craft language), any other legal descriptions or City language and guidelines; City logo, high resolution photography, review of the brochure and other marketing materials and timely feedback; and logistics coordination with any City staff and our team.



### Create Position Profile

The Bob Hall and Associates team will meet with the City to discuss the strategy for the search as well as communication preferences and project timeline. It is at this time that the team will collaborate with the City to determine characteristics of the ideal candidate. Communication and customer service is a priority, as the Bob Hall and Associates team will stay in touch with the City throughout the recruitment keeping them up to date. In the meeting, the search criteria will be determined to help aid the Bob Hall & Associates team in narrowing the search to appropriate candidates based on the specific goals and qualities of the organization.

### Outreach and Recruiting

#### Outreach

Outreach begins with the creation of a job announcement and brochure that will be advertised for the public to see on platforms such as *Public CEO*, *ICMA*, *California City News*, *GovernmentJobs.com* and in *Western Cities* magazine. We will also utilize social media engagement on LinkedIn, networking with top industry leaders throughout the nation, and personal outreach.



## Candidate Identification

Following the creation of the job announcement and advertisement of the position, the Bob Hall & Associates team will actively seek out qualified candidates by tapping into the network of talented prospects both local to California and across the country. Unlike other firms, Bob Hall & Associates focuses on adding a personal touch to the identification process by tailoring the recruiting process to the needs and desires of the organization. Our active recruiting style has proved to increase the number of applications and resumes from potential candidates leading to a deeper evaluation of each individual.

## Candidate Assessment

### Screening

Every application will be carefully examined and those that most closely fit the criteria indicated by the organization will be subject to a more thorough evaluation. Such evaluation will focus on aspects such as professional experience, size and complexity of current organization as compared to the advertised position.

### Initial Research and Interviews

Research will be conducted on top candidates in the form of Internet searches and other public profiles to ensure prospects' values, experiences, and history match the criteria established by the organization. Following research, preliminary interviews will be conducted via phone, video-conferencing, or face-to-face, depending on candidates' location.

## Selection and Presentation of Top Candidates

Bob Hall & Associates will manage the selected finalist candidates. Top candidates will be presented to the City for consideration to determine which candidates will be interviewed. City will be provided with detailed description of work history and other important information about each candidate prior to selection and scheduling of interviews. Bob Hall & Associates will then schedule interviews with candidates and provide books containing detailed descriptions of each candidate to each member of the interview panel.



## Negotiations

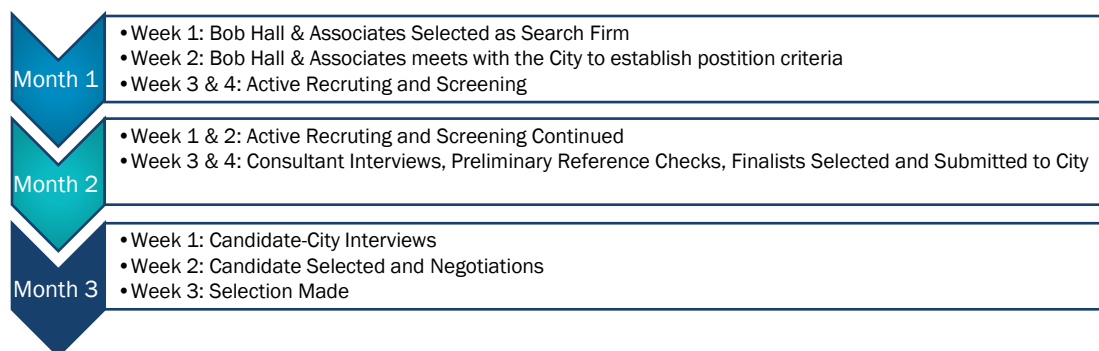
The Bob Hall & Associates team is willing and able to support the City in the negotiation process of the selected candidate's compensation package.

## Close Out

After the organization has successfully chosen a candidate, the search will be closed out. This includes informing finalist candidates of the status of the search via telephone.

## Project Timeline

A typical search will be conducted in a 90 to 120-day period from start to finish. Following the final selection, negotiations can take up to two weeks. The proposed schedule includes four to five weeks of active recruitment, which reflects our suggested minimum timeline. However, this can be adjusted if the City would prefer a longer or accelerated process. An exact schedule will be provided once a firm start date has been provided by the City. If an expedited process is preferred we can reduce the process to about 60 days however we will need ensure review dates and interviews are scheduled early in the process.



## Bob Hall & Associates' Guarantee

The Bob Hall & Associates team guarantees industry-standard services. If within one year following appointment, selected candidate resigns or is terminated for cause, our team will conduct another search free of professional services charges. However, the organization will be expected to pay for incurred costs.



## Testimonials and References

### Fred Minagar

Mayor, City of Laguna Niguel

“Bob was very professional and extremely responsive throughout the recruitment. He was able to bring an objective perspective to the process, which ultimately led to great candidates that were an ideal match for our organization.”



**Rob Field, City Manager of San Bernardino**  
Field\_Rob@sbcity.org  
(909) 384-5122

**Damien Arrula, City Manager of Placentia**  
darrula@placentia.org  
(714) 993-8117

**Jarad Hildenbrand, City Manager of Stanton**  
jhildenbrand@ci.stanton.ca.us  
(714) 890-4277

**Erik Sund, City Manager of San Clemente**  
SundE@San-Clemente.org  
(949) 361-6186

**Travis Hopkins, Assistant City Manager of Huntington Beach**  
thopkins@surfcity-hb.org  
(714) 536-5202

**Karin Schnaider, Director of Finance, Tracy**  
karin.schnaider@cityoftracy.org  
(209) 831-6800

**Fred Minagar, MS PE, Mayor Laguna Niguel**  
fminagar@cityoflagunaniguel.org  
(949) 338-8964

**Rigoberto Ramirez, Mayor Pro Tem of Stanton**  
rramirez22@ci.stanton.ca.us  
(714) 890-454

**David Breitenbucher, Councilmember of Manteca**  
dbreitenbucher@ci.manteca.ca.us  
(209) 456-8017

### Karin Schnaider

Director of Finance, City of Tracy

“Bob is very conscientious and works hard to match the candidates to the needs of the organization. He has been able to find good candidates for the tough to fill positions in our region.”



### David Breitenbucher

Councilmember, City of Manteca

“Bob developed a market and location specific strategy to identify the right channels for attracting top-tier talent to Manteca. His extensive experience in local government gives him a keen sense of identifying individuals that meet the needs of our City.”



# The City of San Bernardino

*invites applications for  
the position of*

## City Manager





# City of San Bernardino

Located in the Riverside-San Bernardino metropolitan area of Southern California (often referred to as the Inland-Empire), the City of San Bernardino serves as the county seat of San Bernardino County. It spans 62 square miles and has a diverse population of over 213,000. Several highly regarded educational institutions are located within or in the nearby area. California State University, San Bernardino is located in the northwestern part of the City. San Bernardino Valley College is also located within the City. The City is also home to the San Manuel Gateway College & Loma Linda University Health, an innovative new higher education resource that integrates training programs in health careers with clinical experience.

San Bernardino is also home to the Little League Western Region Headquarters and hosts the regional playoffs each year with 14 teams from 13 western states playing for the chance to advance to the Little League World Series for the national title. Another sports venue is the San Bernardino Soccer Complex, one of only a few premier soccer facilities in Southern California. The 50-acre complex offers 17 full-size soccer fields, including 4 lighted championship fields. The City is home to multiple art, performing art, and concert venues including the historic California Theater, Sturges Center for the Arts, Roosevelt Bowl, National Orange Show Events Center, Glen Helen and the Garcia Center for the Arts. The City's historic California Theater, which opened its doors in 1928, hosts Broadway plays and musicals that light up the stage each year. The theater is also the home of the San Bernardino Symphony Orchestra. Today, the Orchestra, one of the oldest and most prestigious in the region.



## City Government

In 2016, the citizens voted to change the City Charter, choosing to be Governed by a Council-Manager form of government. Today, the governance structure is comprised of an at-large elected Mayor and seven Council Members elected by constituents in a specific ward. Each elected official serves a four-year term. The Mayor and Council appoints the City Manager, who serves as the Chief Executive Officer overseeing all departments, including Community and Economic Development, Finance, Human Resources, Information Technology, Parks, Recreation & Community Service, Police, and Public Works Departments. The City's FY 2019/20 General Fund budget is \$126.8 million with a Capital Improvement Program budget of \$28.3 million and it employs 646 full-time employees. Fire Services are provided through a contract with the County Fire Protection District. The City also operates a Water Department and Library which, by charter, is governed by a separate oversight Board.







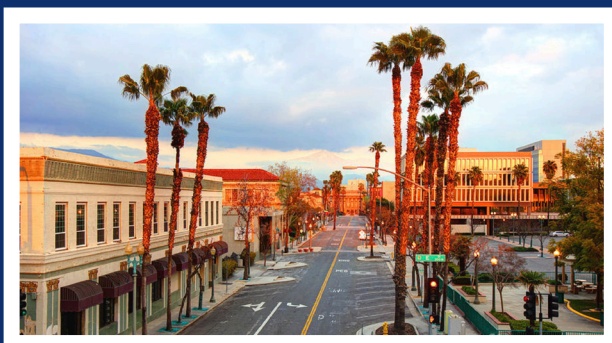
## The Position

Under general direction from the City Council, the City Manager is responsible for the day-to-day City administration and the coordination of all City departments including contracted services.

The City Manager assumes a variety of professional and highly complex administrative functions in the oversight of City operations, finances and personnel; provides support and advisory assistance to the City Council on City issues and matters requiring legislative action; serves as the Chief Administrative Officer of the City responsible for providing effective municipal services through administrative direction of City departments in accordance with policies established by the City Council.

Essential functions of the City Manager may include, but are not limited to, the following:

- Directs and participates in the development and implementation of long range goals as well as operational policies, programs and priorities for consideration and approval by the City Council.
- Prepares accurate information and appropriate recommendations on policy matters to aid the City Council in the decision-making process.
- Coordinates and reviews all City Council agenda items to provide the City Council with timely and adequate information for each meeting.
- Oversees all City operations and activities; ensures that departmental objectives, policies and priorities support and meet City Council strategic goals.
- Continuously monitors the efficiency and effectiveness of City operations through communication and follow up with department heads.



## Ideal Candidate

The City of San Bernardino is seeking a strong leader and experienced manager to provide effective leadership while coordinating the activities of a municipal organization.

The ideal candidate will be a strategic visionary with an innovative mindset who can take a creative approach to solving problems and managing the long-term goals of the City. The City is looking for a positive change agent adept at motivating, developing and evaluating across the organization, and committed to building a city-wide culture of teamwork, trust, and cooperation. The incoming City Manager will be someone willing to make a longterm, professional and personal commitment to the community.

The ideal candidate is someone who values the City's hard working team of employees, understands the financial condition of the City, and sees a vision of hope for the future. Some of the important traits/skills include:

- Demonstrates a strong understanding of municipal management in the State of California and an in-depth understanding of the City's financial situation and the path forward.
- Ability to provide leadership to staff, setting goals and objectives, able motivate others and contribute to their successful performance.

Additionally, the new City Manager will be an individual who:

- Has the highest ethical standard and level of integrity; takes responsibility for actions, is honest, forthright and open.
- Values excellence, customer service, organizational flexibility and family style teamwork.
- Makes difficult decisions, has good follow through and understands the big picture.
- Is proactive, takes initiative and resolves conflicts in an equitable and responsible manner.
- Can establish trust and positive relationships with the City Council, staff and other colleagues.
- Can manage a number of different projects and services simultaneously while being able to recognize the importance of shifting priorities when

## Benefits

**Salary Range - \$268,000 - \$293,076**

**Retirement** - Participation in the California Public Employees Retirement System (CalPERS). Classic members with less than 6 months separation: CalPERS 2% at 55, single highest year plan. New members, CalPERS 2% at 62, three highest year average plan.

**Health Insurance** - Monthly City contribution of \$1,125 employee only or \$1,250 employee + family towards Medical, Dental and Vision Care Insurance Plans.

**Leave** - Vacation beginning at 80 hours after one year, 96 hours of sick leave annually, 12 holidays, plus 18 hours of floating holiday time and administrative leave of 80 hours per fiscal year.

**Car Allowance** - The City provides a car allowance of \$775 per month.

**Life & Accidental Death and Dismemberment Insurance** - The City provides Term Life and Accidental Death & Dismemberment (AD&D) Insurance.

**Other** - Optional Deferred Compensation Plan, flexible benefits plan, pre-tax childcare plan, and employee assistance program.



## APPLICATION AND SELECTION PROCESS

First Review Date | June 12, 2020

To apply for this exciting career opportunity, please send a compelling cover letter and your detailed resume electronically to:

***bob@bobhallandassociates.com***

Please contact Bob Hall at (714) 309-9104 if you have any questions regarding this position or the recruitment process.



invites applications for

# FINANCE DIRECTOR

"Community Pride & Forward Vision"



# THE COMMUNITY

The City of Stanton is home to more than 39,000 residents, and over 2,500 businesses in the heart of northwestern Orange County. Diversity is a key attribute with the City, with 51% Hispanic origin, and a growing Asian population of over 25%. The City also has a young population with the median age of 34 years, and a median household income of \$57,622.

In recent years, the City of Stanton has experienced rapid growth in the commercial and residential sectors, creating a balanced community with a deep sense of pride in its accomplishments, especially along the City's Beach Boulevard corridor. The revitalization successes have been attributed to the City's business and development friendly atmosphere. The City takes pride in operating a streamlined permit process and issuance procedure that complement the needs of the business and development community. Businesses also benefit from Stanton's strategic location, providing easy access to both the Los Angeles and Orange County markets.

# CITY ORGANIZATION

The City of Stanton has a Council-Manager form of government with five Council Members with a directly elected Mayor and four Council Members, elected in non-partisan by-district elections to four year overlapping terms. The City's motto, "Community Pride & Forward Vision", truly defines the neighborly, small town feeling where people really make a difference.

The City Manager is responsible for the day-to-day City administration and the coordination of six City departments that include: Administration, Finance, Community Development, Public Safety Services, Public Works, and Community Services. The City has approximately 61 budgeted full and part-time employees and a total all-funds budget of \$35.8 million.

The City has one police station with services contracted through the Orange County Sheriff's Department; one fire station with services contracted through the Orange County Fire Authority and one library branch serviced by the County of Orange.

# FINANCE DEPARTMENT

The Finance Director is an "At Will" employee and a member of the City Manager's management team. As such, the Finance Director serves under the administrative direction of the City Manager.

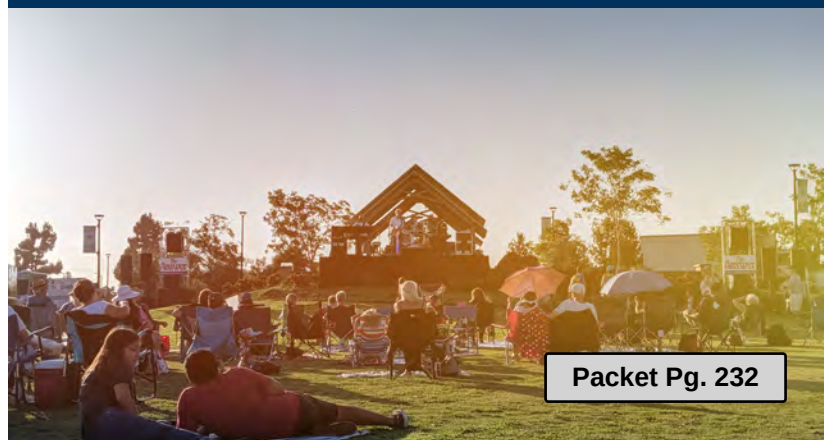
The new Finance Director, who will also serve as City Treasurer, will have a support staff of seven strongly customer service oriented members, dedicated to providing a myriad of services including financial management, accounting, budgeting, cash management, payroll, business licensing, revenue collection, purchasing and general administrative support services for the City, Housing Authority and the Successor Agency to the Stanton Redevelopment Agency.

Services provided through the Finance and Accounting functions include maintaining reliable accounting records, payment of approved demands against the City treasury, financial reporting, prudent fiscal planning and debt administration.

The Department prepares the annual budget for the City, the Housing Authority and the Successor Agency to the Stanton Redevelopment Agency. The budget document presented each year represents staff's best efforts in identifying financial resources and allocations corresponding with the City Council's vision statements and budget guidelines.

The Cash Management function is responsible for the prudent investment of surplus funds. The City's investment policy directs the investment of the City, Housing Authority and Successor Agency monies with established priorities.

The Department's Revenue Administration activities center on the business license, transient occupancy tax and utility user's tax programs. Department staff also prepares the City's bi-weekly payroll and performs the City's centralized procurement and reallocation function.





# THE POSITION

The new Finance Director must be a hands-on manager with at least 6 years of professional experience in municipal finance and accounting including three years of administrative and supervisory experience.

The ideal candidate must demonstrate excellent communication and leadership skills and must have a Bachelor's degree from an accredited college or university with major course work in finance, accounting, public administration, business administration or a related field. CPA certification and/or Master's degree in Business or Public Administration is highly desirable.

Additionally, the new Finance Director will be an individual who views self as "gate keeper" and a "numbers person" for the City's financial oversight.

Essential duties of the position include:

- » Assume full management responsibility for all Finance Department services and activities including accounting, investments, fiscal planning, internal controls, auditing, payroll, revenue collections, licensing and purchasing.
- » Manage the development and implementation of Finance Department goals, objectives, policies and priorities for each assigned service area.
- » Prepare, plan, organize and coordinate the development of the City's annual operating budgets; coordinate the publishing of preliminary and final budget documents.
- » Serve as the City Treasurer, including investing and maintaining records on City funds and preparing treasury reports.
- » Review, develop, and modify accounting and control methods that improve existing procedures and ensure conformity to policies and to increase effectiveness.
- » Support the department in the preparation for the annual City audit, and provide necessary CAFR information and assistance as necessary.
- » Prepare various comprehensive financial reports and analyses as required by law and requested by the City Manager and City Council, and ensure that they are well informed.
- » Establish and maintain an effective system of internal controls and checks and balances. Oversee the review of revenue and expenditure reports in comparison with planned budget and recommend control necessary to keep budget in balance.
- » Perform duties to support or relieve subordinate employees or to meet Department demands, including technical accounting functions.
- » Coordinate departmental activities with those of other departments and outside agencies and organizations.
- » Prepare and present oral and written reports. Communicate effectively both orally and in writing with a variety of audiences, including the public.
- » Represent the Finance Department to other City departments, elected officials and outside agencies.
- » Provide staff assistance to the City Council and City Manager.
- » Attend and participate in professional group meetings and stay abreast of new trends and innovations in the field of Finance.

# COMPENSATION AND BENEFITS

The City of Stanton offers a highly competitive compensation package. The Finance Director position has an annual salary range of \$122,076—\$155,796 depending on qualifications. The City offers a generous benefit package, which currently includes:

- » Retirement: The City offers the CalPERS 2% @ 60 Plan for classic members; employee pays 7% member contribution. For new CalPERS members effective January 1, 2013, employee pays approximately 6.25% contribution; 2% at 62.
- » Comprehensive Leave Program: 300 hours a year with provision of selling back 180 hours a year.
- » Group Medical, Dental and Vision Insurance: Several plans available with City contribution toward premium or \$500 per month cash benefit for alternative private insurance.
- » Life and Disability Insurance: City paid life insurance (\$50,000) and City paid long term and short term disability.
- » Auto allowance: \$300 per month.
- » Cell phone allowance: \$100 per month.
- » 4/10 Work Schedule: City Hall is closed every Friday.
- » Holiday Closure: City Hall is closed between Christmas Eve and New Year's Day.
- » Paid holidays and various programs available to employees including Educational Reimbursement Program, Employee Computer Purchase Program, Employee Assistance Program (EAP) and voluntary Deferred Compensation and Flexible Spending Programs.

## APPLICATION PROCESS

If you are qualified for this outstanding career opportunity, please submit a compelling cover letter, detailed resume and three professional references electronically to:

**bobhallandassoc@gmail.com**

**Final filing date is Friday, October 25, 2019.** Applications will be reviewed carefully and only those who appear to be the most qualified will be invited to continue in the selection process.

References will be contacted only following explicit candidate approval.

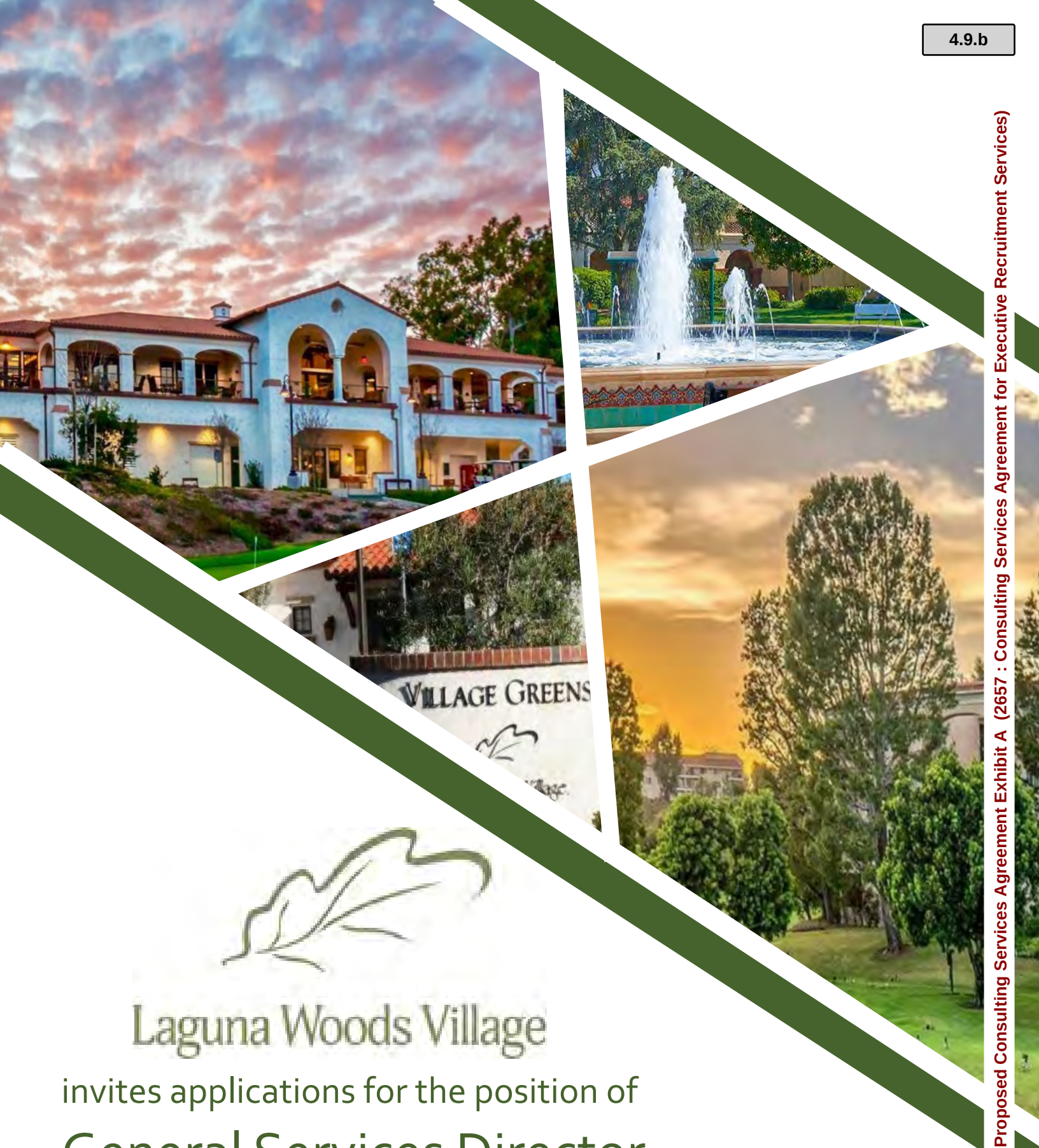
To obtain a detailed employment announcement, visit the city's website: [www.ci.stanton.ca.us](http://www.ci.stanton.ca.us) or Stanton City Hall, Monday through Thursday, 7:00 a.m. to 12 p.m. and 1:00 p.m. to 6:00 p.m.

For questions regarding this position or the recruitment process, please contact Bob Hall at (714) 309-9104 or via e-mail at [bobhallandassoc@gmail.com](mailto:bobhallandassoc@gmail.com)

*Note: The provisions of this job bulletin do not constitute an expressed or implied contract. Any provisions contained may be modified or revoked without notice.*







Laguna Woods Village

invites applications for the position of  
**General Services Director**



**Laguna Woods Village**, the West Coast's premier private community in Orange County, California, is home to more than 18,700 55+ active adults representing nearly 12,750 households.

Community residents enjoy resort-style amenities that are the envy of the nation. The Village is one of the most recreational-focused communities in the country, and we strive to provide our residents with unparalleled opportunities to enjoy the utmost in active living.

Resort-style amenities include two professional golf courses, a 10-court tennis facility, an equestrian center and more than 250 clubs and organizations—providing endless opportunities to socialize and make new friends.

These are just a few of the reasons why Laguna Woods Village was named Best Senior Living Community by the Orange County Register.

### Governance

Community governance is organized under California nonprofit mutual benefit corporation law. There are four corporations, three of which are mutual housing corporations; the fourth is the Golden Rain Foundation (GRF). The mutuals are responsible for services directly related to housing and common areas; GRF is responsible for all shared community amenities, including the bus system, security, clubhouses, performing arts center, swimming pools, golf courses, equestrian center and other recreational facilities.

The General Services director is employed by Village Management Services Inc. (VMS), a California non-profit mutual benefit corporation and the managing agent for Laguna Woods Village. VMS, in cooperation with the boards of directors of the community's housing mutuals and GRF, employs more than 900 full-time and part-time personnel to provide necessary services, including, but not limited to management, operations, maintenance and development improvements.

Ownership rights include a voting membership to the mutual and a nonvoting membership to GRF. Each mutual corporation has its own set of governing documents and a board of directors elected by its members. Board representatives are members of the community who serve on a volunteer basis.



The GRF board of directors is comprised of members of each of the three housing mutual corporations. Corporate members elect the GRF board, which consists of members of each of the three mutual boards of directors.

### Community Information

Laguna Woods Village first opened its gates in an unincorporated area of Orange County on September 10, 1964. Within six months, nearly 900 families had moved into what was soon to become the largest gated, age-restricted community in the country. Today, more than 18,000 people reside in the Village. The City of Laguna Woods was incorporated on March 24, 1999, and 90% of its population is comprised of Laguna Woods Village residents.

Laguna Woods Village is an age-restricted community as defined under California Civil Code §51.3. At least one occupant must be 55 years of age or older, and all other persons who reside in the community must be at least 45 years of age, unless the other occupant is a spouse, a registered domestic partner or a primary provider of physical health care. Retirement is not a requisite for residency, as many residents continue to maintain active careers. Any person wishing to reside in the community must obtain prior approval from the board of directors.



## Job Summary

Under general direction, plans, organizes, schedules and supervises the ongoing activities of staff performing work in vehicle and equipment maintenance, transportation (transit), custodial and streets and sidewalks maintenance divisions; performs related duties as required.

Supervision is exercised over all departmental personnel through department supervisors. Work involves regular contact with other departments, divisions, vendors and residents.

## Benefits

**Salary:** \$115,000 to \$135,000 annually, depending on qualifications

**Vacation:** Three weeks (120 hours) per year

**Holidays:** 10 days per year

**Health Insurance:** Company-paid medical, dental and vision benefits for employee and dependents

**Retirement:** 401k program with matching company contributions

**Work Schedule:** 9/80 plan



## Essential Functions

4.9.b

Plans, organizes and supervises the work of subordinates engaged in the maintenance and repair of a wide variety of equipment. Oversees the transportation services exclusive for Laguna Woods Village residents via a comprehensive bus system, which operates fixed routes and paratransit and manages a rideshare contract for evening and weekend transportation needs.

Plans, organizes and supervises the custodial and streets and parkways maintenance functions; confers with the CEO concerning objectives, new or revised policies, operating problems and matters affecting other departments or divisions. Plans and implements new programs and procedures in accordance with established objectives.

Attends meetings of the executive board of directors and other meetings as deemed necessary by the CEO. Maintains such relations with other associations, government or service organizations as is desirable or necessary in the best interest of VMS Inc. Carries out such other general responsibilities as may be delegated by the CEO.

Develops annual operating budgets and capital expenditure plans and operates within the budget/plans.

Oversees solid waste contract and responsible for corporate yard operations.

Attends monthly committee meetings, preparing agendas, reports and other materials as needed. Drafts and conducts presentations for the board and various committees on behalf of the division and as delegated by the CEO.

Develops work programs and schedules; supervises and directs the work of subordinates within the assigned functions; plans and supervises the development of departments' training and safety programs; selects and evaluates employees; provides feedback to employees throughout their review period; provides feedback during employee performance review that is timely, specific, honest and designed to help the employees succeed.

Develops and implements preventive maintenance programs and schedules regular vehicle and equipment maintenance; advises other divisions and departments in formulating vehicle and equipment replacement; develops specifications for the purchase of vehicles and other mechanical equipment. Establishes performance objectives for the maintenance and custodial functions and monitors compliance.

Establishes parts inventory levels; directs the maintenance of inventory, issuance of parts and related record-keeping. Prepares and maintains varied work records/reports, schedules and routes for full-time and part-time personnel to provide continuous daily service in the assigned functions. Provides oversight to ensure that all state and federal requirements are satisfied, including employee time reporting.

## Ideal Candidate

**Experience:** The ideal candidate will have experience leading an operations team and bring their expertise on implementing best practices for the General Services group. One way to obtain those skills is to have worked within a public agency environment in a leadership capacity. The successful candidate will have not only technical experience, but also will have demonstrated administrative skills. Critical thinking and problem solving skills are vital to success.

**Communications Skills:** The next General Services director will need to be willing to listen and learn about the organization prior to implementing new ideas. The right candidate will have excellent written and verbal communication skills. They will need to be able to communicate effectively with residents and staff to ensure needs are met. Interpersonal communication skills are key.

**Energy:** The successful candidate will have the energy and enthusiasm to understand the needs of the community and translate that to excellent service. They will encourage department staff to develop ideas and goals that improve the department as well as foster a desire to implement them.

**Integrity:** The next General Services director will demonstrate the highest level of integrity, honesty and transparency in their communication to develop the trust and respect of their team. They will trust staff to fulfill their duties and ensure work is completed in timely, professional manner.



## Application Process and Recruitment Schedule

Application deadline: November 5, 2021

To be considered for this opportunity, please submit a compelling cover letter and a resume that reflects your scope of responsibility and significant accomplishments to:

[bob@bobhallandassociates.com](mailto:bob@bobhallandassociates.com)

If you have questions about the position or the recruitment process, please contact Bob Hall at 714-309-9104.







# The City of San Clemente

*invites applications  
for the position of*

## Public Works Director



4.9.b



Attachment: Proposed Consulting Services Agreement Exhibit A (2657 : Consulting Services Agreement for Executive Recruitment Services)





## THE ORGANIZATION

The City of San Clemente operates under a City Council/City Manager form of government. The City Council consists of five members, elected at-large, for four year overlapping terms of office. Non-partisan City elections are held in November of even-numbered years for Council Members. The City Council acts as the legislative body, to set policy, approve the budget, pass local laws which are incorporated into the Municipal Code, and to give direction on matters concerning the City.

The City Departments include the City Clerk, Beaches, Parks & Recreation, Community Development, Finance & Administrative Services, Public Works and Utilities. The City contracts police and fire services with the Orange County Sheriff's Department and Orange County Fire Authority. More detail to the structure of the City's services can be found in the Organizational Chart.

## THE COMMUNITY

The beautiful southern California community of San Clemente has 4.7 miles of stunning beaches and great surf that draw visitors on a year-round basis. The city is a family-oriented community of more than 65,500 residents and encompasses 18.5 square miles. The most southern city in Orange County, San Clemente is located midway between Los Angeles and San Diego, just north of the undeveloped lands of Camp Pendleton.

As San Clemente has grown in population, it has held steadfast to its heritage as the Spanish Village by the Sea. What was once a small residential village tied to its historical setting as an outpost along El Camino Real, San Clemente has matured into a diverse, full-service suburban community.

With its natural beauty and outstanding amenities, San Clemente maintains an exceptional quality of life for its vibrant and engaged citizenry. The city offers a unique blend of community events, performing arts, recreational activities, award-winning schools, and excellent business opportunities. Listed in the Top 100 Safest Cities, San Clemente enjoys quality public safety as well as parks and recreation services. San Clemente provides its residents and visitors with a variety of retail shopping experiences and services; including the historic, pedestrian-friendly downtown, Avenida Del Mar, along with the Pier Bowl area that is part of a picturesque city-maintained beach trail.

While San Clemente reflects a relaxed beach environment and atmosphere, there is also a culture of strong civic awareness. San Clemente residents are bright and a highly involved, which leads to an enhanced sense of community, and a higher standard for development, historic preservation, and urban design.

With its world-renowned surf breaks, San Clemente is also a premier surfing destination. This coastal jewel has family-friendly beaches, a network of pedestrian and bicycle trails, rugged hills and canyons, clean air, and a mild Mediterranean climate that enhances the community's distinctive seaside lifestyle.



## THE POSITION

To plan, direct, manage and oversee the activities and operations of the Public Works Department, to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

Essential functions may include, but are not limited to, the following:

1. Assume full management responsibility for all Public Works Department and City Engineering services and activities, including Engineering, Traffic/Transportation, Maintenance Services, Emergency Services and Capital Projects, Development, Asset Management & Construction Inspection; recommend and administer policies and procedures.
2. Manage the development and implementation of Public Works Department goals, objectives, policies, and priorities for each assigned service area.
3. Establish, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
4. Plan, direct and coordinate, through subordinate level managers, the Public Works Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
5. Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
6. Select, train, motivate and evaluate Public Works Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
7. Oversee and participate in the development and administration of the Public Works Department budget; forecast funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
8. Advocate and promote Public Works Department programs, policies and activities; negotiate and resolve sensitive and controversial issues.
9. Coordinate and direct a variety of projects related to street repair, maintenance and replacements.
10. Provide staff assistance to the City Manager; participate on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
11. Provide leadership during emergencies or disasters; ensure that staff is deployed; inspect slopes, storm drains, streets, and utilities; recommend appropriate actions.
12. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of engineering and public works.
13. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
14. Perform related duties and responsibilities as required.

## IDEAL CANDIDATE

4.9.b

The ideal candidate must have excellent leadership skills and project management experience. Experience working with the California Coastal Commission and coastal issues is highly desirable. In addition, the ideal candidate preferably has experience working with the Federal Rail Administration as well as with the Army Corps of Engineers. A consensus team builder is highly desirable.

## REQUIREMENTS

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying.

A typical way to obtain the knowledge and abilities would be:

- Eight years of increasingly responsible municipal public works or Civil Engineering experience, preferably 5 years of experience in a position equivalent to a department head or similar role.
- Equivalent to a Bachelor's degree from an accredited college or university with major course work in Public Administration, Civil Engineering or a related field. A Master's degree in public administration from an accredited college or university is highly desirable.
- Possession of an appropriate, valid Certificate of Registration as a professional civil engineer issued by the California State Board of Registration for Professional Engineers is desired but not required.
- Possession of an Emergency Management certificate is required or able to secure within 4 months of appointment such as FEMA IS-00700.a (NIMS), to allow for Incident Command in the case of an emergency.





## SALARY AND BENEFITS

The salary for the Director of Public Works is **\$164,590.40 - \$200,075.20** annually, dependent upon qualifications and experience. The City also offers an attractive benefits package that includes:

**Retirement** – CalPERS Retirement. As of 7/2/18, Classic Member: 2% @ 55 CalPERS Retirement Plan Employee contribution: 7% (of the 7% employee contribution).

PEPRA New Member: 2% @ 62 CalPERS Retirement Plan Employee Contribution Amount: 6.25%.

**Health Insurance** – The City provides a comprehensive benefit package including employee medical, dental, and vision. Additionally, the City offers a cafeteria plan to employees and currently provides a monthly contribution based on the selected tier of coverage.

**Flexible Spending Accounts** – Maximum contribution is \$2,700 for health care and \$5,000 for dependent care per year. 2021 monthly allowances are \$659.23 for employee only; \$1,238.42 for employee + one; \$1,633.13 for employee + family. Grace period to incur expenses is March 15 of the following calendar year. Run out period to submit claims is June 14 in the same following calendar year.

**Deferred Compensation (Employer Paid)** – Available.

**Life Insurance** – 2x annual salary up to \$350,000 (\$300,000 guaranteed issue); for the additional \$50,000, a health questionnaire is required.

**Long Term Disability (Standard Insurance)** – Provided by the City.

**Administrative Leave** – 96 hours annually; 50% credited 1/1 and 50% 7/1. Any unused leave at the end of the calendar year shall be placed into a Retirement Health Savings Plan according to City rules.

**Bereavement Leave** – 5 days of paid leave for immediate family or stepfamily; max 40 hours/incident. 9 hours may be granted on basis of blood relationship or marriage.

**Auto Allowance** – Available.

The City is also a member of the Social Security Administration.

## APPLICATION AND SELECTION PROCESS

First Review Date | \_\_\_\_\_

To apply for this exciting career opportunity, please send a compelling cover letter and your detailed resume electronically to:

[bob@bobhallandassociates.com](mailto:bob@bobhallandassociates.com)

Please contact  
Bob Hall at (714) 309-9104  
if you have any questions  
regarding this position  
or the recruitment process.





## CITY OF LAGUNA HILLS

October 7, 2021

To all Bidders:

**SUBJECT:** Addendum No. 1 to Request for Proposal for City Manager Recruitment Services dated September 17, 2021

All respondents shall take note of the following information on when preparing their proposal:

1. Firms are invited to submit proposals as they deem appropriate and that they feel best represents their firm. The proposal format, as laid out in the RFP, is merely a suggestion and any proposal format will be accepted.
2. The RFP Proposal Due Date is hereby extended and modified as shown below:

| Event             | Date             |
|-------------------|------------------|
| Proposal Due Date | October 19, 2021 |

3. Section II (Proposal Response Requirements) is modified to allow for the submission of proposals by email. Proposals may be submitted by email directly to [mau-yeung@lagunahillscsca.gov](mailto:mau-yeung@lagunahillscsca.gov). Fee/Costs Proposals should be submitted as a separate PDF file.
4. Bidder shall acknowledge receipt of this Addendum by signing below and returning this page with the submitted proposal.

Sincerely,

Melissa Au-Yeung  
Deputy City Manager

### BIDDER'S ACKNOWLEDGEMENT

Signature

10/14/21

Date

Bob Hall

Bidder's Name

24035 El Toro Road • Laguna Hills, California 92653 • (949) 707-2640 • FAX (949) 707-2633  
Website: [www.lagunahillscsca.gov](http://www.lagunahillscsca.gov)



October 14, 2021

Dear Mayor Pezold and City Council,

Bob Hall & Associates is delighted to submit this proposal to conduct a recruitment for the position of City Manager of Laguna Hills.

The recruitment for the City Manager position will be a complete and comprehensive search in an effort to present the City with the most capable, talented, candidates available. The fee to perform the search will be \$21,500. Those expenses will include advertising, printing, and travel. Top candidates will subject to education verifications, DMV, civil and criminal background, and credit checks. This proposal is good for at least 180 days from October 1, 2021.

Fees will be collected in three installments as follows:

1. Upon Execution of the Agreement: \$6,500
2. Following Presentation of Candidates: \$6,500
3. Upon Acceptance of Offer: \$6,500

For more information or clarification, do not hesitate to contact Bob Hall at (714) 309-9104 or by email at [bob@bobhallandassociates.com](mailto:bob@bobhallandassociates.com). We appreciate the opportunity to be considered to aid in the search for the City Manager vacancy. Should you select our team, we are prepared to proceed immediately.

Sincerely,

Bob Hall

## RESOLUTION NO. 2021-11-23-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING THE FISCAL YEAR 2021-2022 BUDGET BY INCREASING THE GENERAL GOVERNMENT DEPARTMENT OPERATING BUDGET FOR EXECUTIVE RECRUITMENT CONSULTING SERVICES

WHEREAS, the City Council of the City of Laguna Hills approved Resolution No. 2021-06-22-5 on June 22, 2021, adopting the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna for the Fiscal Years 2021-2022 and 2022-2023 Biennial Budget; and

WHEREAS, the City's previous City Manager left employment with the City effective January 22, 2021, and an Interim City Manager was appointed on February 10, 2021; and

WHEREAS, the City Council desires to retain an executive recruitment firm to assist with the recruitment for a permanent City Manager; and

WHEREAS, proposals were received from five firms and Bob Hall & Associates was determined to be the most qualified firm; and

WHEREAS, the total cost of the recruitment is \$21,500, and the amount is not included in the adopted Fiscal Year 2021-2022 Budget requiring a budget amendment.

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

SECTION 1. Adoption of Recitals. The foregoing recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Budget Amendments. The City Council hereby approves and adopts the proposed amendment to the Fiscal Year 2021-2022 Operating Budget for Executive Recruitment Consultant Services, as set forth in Exhibit "A", attached hereto and incorporated herein.

PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of November 2021.

\_\_\_\_\_  
ERICA PEZOLD, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution  
No. 2021-11-23-X adopted by the City Council of the City of Laguna Hills, California, at a  
Regular Meeting thereof held on the 23<sup>rd</sup> day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK



EXHIBIT A

Proposed Amendments  
to the  
Fiscal Year 2021-2022 Operating Budget  
for  
Executive Recruitment Consulting Services

**CITY OF LAGUNA HILLS  
PROPOSED BUDGET AMENDMENTS TO INTERFUND TRANSFERS  
For Fiscal Year 2021-2022**

| <u>FUND</u>  | <u>DEPARTMENT</u>                         |  | <u>Current<br/>Budget</u> | <u>Proposed<br/>Amendment</u> | <u>Amended<br/>Budget</u> |
|--------------|-------------------------------------------|--|---------------------------|-------------------------------|---------------------------|
|              | <u>Description</u>                        |  |                           |                               |                           |
| GENERAL FUND | GENERAL GOVERNMENT DEPARTMENT             |  |                           |                               |                           |
|              | Executive Recruitment Consulting Services |  | -                         | 25,000                        | 25,000                    |
|              | Total                                     |  | -                         | 25,000                        | 25,000                    |



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021

**TO:** Mayor and Council Members

**FROM:** Melissa Au-Yeung  
Deputy City Manager

**ISSUE:** Amendment No. 1 to Office Lease for Suite 220 with Donald C. Lewellen, an Individual, for 24031 El Toro Road, Suite 220, Laguna Hills, California

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**RECOMMENDATION:** That the City Council approve Amendment No. 1 to Office Lease with Donald C. Lewellen, an individual, for 24031 El Toro Road, Suite 220, Laguna Hills, California, and authorize the Interim City Manager to execute the Amendment.

---

#### **SUMMARY:**

At the December 10, 2019, City Council meeting, the City Council approved a twenty-six-month lease with Donald C. Lewellen, an individual, for 24031 El Toro Road, Suite 220. The lease term commenced on October 1, 2019, and is set to expire on November 30, 2021. Staff is currently in negotiation with this Tenant for a lease renewal but the negotiations are not yet complete. The Tenant is requesting a two-month term extension, as an amendment to the existing Lease, at the same monthly rate and terms of the existing Lease, to allow sufficient time to complete these negotiations. Amendment No. 1 will commence on December 1, 2021, and expire on January 31, 2022. Donald C. Lewellen is an accountancy firm and has been a tenant in the Civic Center since 2013.

#### **FISCAL IMPACT:**

Amendment No. 1 to the lease will result in total rent payments of \$8,828.

#### **ATTACHMENTS:**

- Proposed Amendment No. 1
- Office Lease



## 1st AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of November 23, 2021, by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Donald C. Lewellen, an individual ("Lessee").

WHEREAS, on or about December 10, 2019 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 24031 El Toro Road, Suite 220, Laguna Hills, CA (the "Premises"), and

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

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

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

☒ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to January 31, 2022.

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

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: From December 1, 2021 to January 31, 2022, base rent shall be \$4,414.01 per month.

☐ OTHER: \_\_\_\_\_.

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

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

EXECUTED as of the day and year first above written.

**By Lessor:**

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

By: \_\_\_\_\_  
Name Printed: Kenneth H. Rosenfield  
Title: City Manager  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: Melissa Au-Yeung  
Title: Deputy City Manager/City Clerk  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

**By Lessee:**

Donald C. Lewellen, an individual

By: \_\_\_\_\_  
Name Printed: Donald C. Lewellen  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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ATL-1.02, Revised 10-22-2020

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Packet Pg. 250

Attachment: Proposed Amendment No. 1 (2658 : Amendment No. 1 to Civic Center Lease with Donald Lewellen for Suite 220)

# AIR CRE

## STANDARD MULTI-TENANT OFFICE LEASE - GROSS

### 1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only December 10, 2019, is made by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Donald C. Lewellen, an individual ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 24031 El Toro Road, Suite 220 Laguna Hills, CA 92654 ("Premises"). The Premises are located in the County of Orange, and consist of approximately 1,855 rentable square feet and approximately 1,550 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 51,946 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** 4/1000sf unreserved and N/A reserved vehicle parking spaces at a monthly cost of N/A per unreserved space and N/A per reserved space. (See Paragraph 2.6)

1.3 **Term:** 2 years and 2 months ("Original Term") commencing October 1, 2019 ("Commencement Date") and ending November 30, 2021 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$4,081.00 per month ("Base Rent"), payable on the First day of each month commencing October 1, 2019. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 4.4. (See Addendum,

### Paragraph 1)

1.6 **Lessee's Share of Operating Expense Increase:** 3.57% percent (3.57 %) ("Lessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

### 1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$4,081.00 for the period October 1-31, 2019.

(b) **Security Deposit:** increase to \$4,414.01, 3,672.00 on File ("Security Deposit"). (See also Paragraph 5)

(c) **Parking:** N/A for the period N/A.

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** \$4,823.01.

1.8 **Agreed Use:** Accounting Agency, General Office. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2013. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Essex Realty Management, Inc. License No. 00965485 Is the broker of (check one): ☒ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Sandi Montez License No. 01293010 Is (check one): ☒ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm N/A License No. N/A Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent N/A License No. N/A Is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of \_\_\_\_\_ or \_\_\_\_\_ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and 8:00 a.m. to 2:00 p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1 Lessor is NOT obligated to provide the following within the Premises:

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OFG-21.20, Revised 01-01-2019

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- ☐ Janitorial services  
☐ Electricity  
☐ Other (specify): \_\_\_\_\_

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- ☒ an Addendum consisting of Paragraphs 1 through 6 ;  
☒ a plot plan depicting the Premises; **Exhibit "A"**  
☒ a current set of the Rules and Regulations; **Exhibit "B"**  
☒ a Work Letter/requirements for improvements or alterations by Lessee; **Exhibit "D"**  
☐ a janitorial schedule;  
☒ other (specify): Exhibit "C" Waiver and Release .

## 2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the

  
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financial capability and/or suitability of all proposed tenants.

**2.5 Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

**2.6 Vehicle Parking.** So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

**2.7 Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

**2.8 Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

**2.9 Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

**2.10 Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

### 3. Term.

**3.1 Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

**3.2 Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

**3.3 Delay in Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

**3.4 Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Paragraph 8 of the Lease ( See Addendum Paragraph 3) Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

### 4. Rent.

**4.1 Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

**4.2 Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase", in accordance with the following provisions:

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(a) "Base Year" is as specified in Paragraph 1.9.

(b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, ~~Lessee~~ LESSOR shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$2575 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit

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to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

## 6. Use. (See Addendum Paragraph 2)

~~6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.~~

### 6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of

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Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

**6.3 Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

**6.4 Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

## **7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

**7.1 Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

**7.2 Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

### **7.3 Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor. In addition to and without limiting the other requirements of this Paragraph 7.3, all utilities, installations, and alterations made by Lessee shall also be subject to the provisions of Exhibit "D" attached to this Lease.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

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#### 7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

#### 8. Insurance; Indemnity. (See Addendum Paragraph 3)

~~8.1 Insurance Premiums.~~ The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

##### ~~8.2 Liability Insurance.~~

~~(a) Carried by Lessee.~~ Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Owners or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

~~(b) Carried by Lessor.~~ Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

##### ~~8.3 Property Insurance - Building, Improvements and Rental Value.~~

~~(a) Building and Improvements.~~ Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

~~(b) Rental Value.~~ Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

~~(c) Adjacent Premises.~~ Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

~~(d) Lessee's Improvements.~~ Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

##### ~~8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.~~

~~(a) Property Damage.~~ Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

~~(b) Worker's Compensation Insurance.~~ Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a "Waiver of Subrogation" endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

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(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

**8.5 Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII-, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

**8.6 Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

**8.7 Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

**8.8 Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

**8.9 Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

## 9. Damage or Destruction.

### 9.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8 of this Lease (See Addendum Paragraph 3) Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

**9.2 Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or

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to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

**9.3 Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

**9.4 Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

**9.5 Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

**9.6 Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

**9.7 Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

**10. Real Property Taxes.**

**10.1 Definitions.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

**10.2 Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

**10.3 Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

**10.4 Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

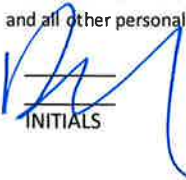
**10.5 Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real



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property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

#### 11. Utilities and Services.

**11.1 Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

**11.2 Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

**11.3 Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

**11.4 Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

**11.5 Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

**11.6** Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

#### 12. Assignment and Subletting.

##### 12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

##### 12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease

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unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

**12.3 Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

### 13. Default; Breach; Remedies.

**13.1 Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 (See Addendum Paragraph 3) is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

**13.2 Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount

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necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

**13.3 Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

**13.4 Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

**13.5 Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

#### **13.6 Breach by Lessor. (See Addendum Paragraph 4)**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

**14. Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

#### **15. Brokerage Fees.**

**15.1 Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or

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operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

**15.2 Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1, 10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

**15.3 Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

#### 16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

**17. Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

**18. Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**19. Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

**20. Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

**21. Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

**22. No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

#### 23. Notices.

**23.1 Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

**23.2 Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

**23.3 Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was

  
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received by the Lessor.

#### 24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

#### 25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

**26. No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

**27. Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**28. Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**29. Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

#### 30. Subordination; Attornment; Non-Disturbance.

**30.1 Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted

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Attachment: Office Lease (2658 : Amendment No. 1 to Civic Center Lease with Donald Lewellen for Suite 220)



hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

**30.2 Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

**30.3 Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

**30.4 Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

**31. Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

**32. Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

**33. Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

**34. Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

**35. Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

**36. Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

**37. Guarantor.**

**37.1 Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

**37.2 Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

**38. Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

**39. Options.** If Lessee is granted any option, as defined below, then the following provisions shall apply.

**39.1 Definition.** "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease

  
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that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

**39.2 Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

**39.3 Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

**39.4 Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

**40. Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

**41. Reservations.**

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the reconfiguration of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

**42. Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

**43. Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**44. Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

**45. Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

**46. Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

**47. Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.



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48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

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

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

50. **Tenant Improvement Allowance.** Lessor shall provide Lessee with a tenant improvement allowance of up to \$1,000.00. Allowance to be used for to paint the lobby of the premises.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

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

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

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: 24031 El Toro Road, Suite 100,  
Laguna Hills, CA 92654

On: \_\_\_\_\_

By LESSOR:

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

By: \_\_\_\_\_

Name Printed: Donald J. White

Title: City Manager

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

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

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

By: \_\_\_\_\_

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Executed at: 24031 El Toro Road, Suite 220

On: \_\_\_\_\_

By LESSEE:

Donald C. Lewellen, an individual

By: \_\_\_\_\_

Name Printed: Donald C. Lewellen

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

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

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

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

By: \_\_\_\_\_

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

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

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

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Name Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

**BROKER**

Essex Realty Management, Inc.

Attn: Sandi Montez  
 Title: Property Manager

Address: 18012 Sky Park Circle, Suite 100,  
Irvine CA 92614  
 Phone: 949-218-3801  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_  
 Broker/AGENT DRE License #: 00965485

Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_

**BROKER**

N/A

Attn: N/A  
 Title: \_\_\_\_\_

Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_  
 Broker/AGENT DRE License #: N/A

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email [contracts@aircre.com](mailto:contracts@aircre.com)  
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Attachment: Office Lease (2658 : Amendment No. 1 to Civic Center Lease with Donald Lewellen for Suite 220)





## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

### SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

|                                |                                 |                                            |                                            |                                 |                       |
|--------------------------------|---------------------------------|--------------------------------------------|--------------------------------------------|---------------------------------|-----------------------|
| <input type="checkbox"/> Buyer | <input type="checkbox"/> Seller | <input checked="" type="checkbox"/> Lessor | <input type="checkbox"/> Lessee            | <u>The City of Laguna Hills</u> | Date: <u>11/26/19</u> |
| <input type="checkbox"/> Buyer | <input type="checkbox"/> Seller | <input type="checkbox"/> Lessor            | <input checked="" type="checkbox"/> Lessee | <u>Donald C. Lewellen</u>       | Date: <u>11/26/19</u> |

Agent: Essex Realty Management DRE Lic. #: 09965485  
Real Estate Broker (Firm)

By: Sandi Montez DRE Lic. #: 01293010 Date: 11/26/19  
(Salesperson or Broker-Associate)



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THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

Attachment: Office Lease (2658 : Amendment No. 1 to Civic Center Lease with Donald Lewellen for Suite 220)



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**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP  
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13.** As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(c) **CONFIRMATION:** The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number \_\_\_\_\_

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

  
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## ADDENDUM TO LEASE

**THIS ADDENDUM TO LEASE** (this "Addendum") shall constitute part of that certain STANDARD MULTI-TENANT OFFICE LEASE – GROSS ("Lease"), dated as of December 10, 2019, between **The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California** ("Lessor"), and Donald C. Lewellen, an individual ("Lessee"). The terms of this Addendum shall be incorporated into the Lease for all purposes. In the event of any conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

1. Base Rent Increase. Paragraph 4.4. is hereby added to the Lease to read as follows:

4.4.1 The monthly Base Rent payable as set forth Paragraph 1.5 and as set forth in Paragraph 1.7 (a) of the Lease shall be adjusted annually on the Commencement Date of the Lease, and on such other dates stated, to the amounts set forth below:

|                   |            |            |
|-------------------|------------|------------|
| 10/01/19-9/31/20  | \$4,081.00 | \$2.20 PSF |
| 10/01/20-9/31/21  | \$4,244.24 | \$2.29 PSF |
| 10/01/21-11/30/21 | \$4,414.01 | \$2.38 PSF |

2. Use. Paragraph 6.1 of the Lease is hereby deleted in its entirety and replaced by the following:

"6.1. Use. The Premises shall be used only for the Agreed Use and for no other use. Lessee's use of the Premises shall be in compliance with and subject to all Applicable Requirements relating to or affecting the Project, the Premises or the Building or the use or operation thereof, whether now existing or hereafter enacted, including, without limitation, the Americans with Disabilities Act of 1990, 42 USC 12111 et seq. (the "ADA") as the same may be amended from time to time, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Lessee, the Premises, the Building, or the Project ("Environmental Laws"), any transportation or traffic management plan in satisfaction of any requirement imposed on the Project by a governmental agency with jurisdiction over the Project, and any CC&Rs or any supplement thereto recorded in any official or public records with respect to the Project or any portion thereof (collectively, "Applicable Laws"). Lessee shall be responsible for obtaining any permit, business license, or other permits or licenses required by any governmental agency permitting Lessee's use or occupancy of the Premises. Lessee shall not commit waste, overload the floors or structure of the Building, subject the Premises, the Building, the Common Area or the Project to any use which would damage the same or increase the risk of loss or violate any insurance coverage, permit any unreasonable odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, take any action which would constitute a nuisance or would disturb, obstruct or endanger any other tenants, take any action which would abrogate any warranties, or use or allow the Premises to be used for any unlawful purpose. Lessor shall not be responsible for non-compliance by any other tenant or occupant of the Project with, or Lessor's failure to enforce, any of the rules or regulations or CC&Rs or any other terms or provisions of such tenant's or occupant's lease. Lessee shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Premises, the Building or the Project.

3. Insurance; Indemnity. Paragraph 8.1 through 8.6 of the Lease are hereby deleted in their entirety and replaced by the following:

“8.1 Lessor’s Insurance. Lessor shall maintain insurance through individual or blanket policies insuring the Building against fire and extended coverage (including, if Lessor elects, “all risk” coverage, earthquake/volcanic action, flood and/or surface water insurance) for the full replacement cost of the Building, with deductibles and the form and endorsements of such coverage as selected by Lessor, together with rental abatement insurance against loss of Rent in an amount equal to the amount of Rent for a period of at least twelve (12) months commencing on the date of loss. Lessor may also carry such other insurance as Lessor may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Lessor shall determine. Lessee shall pay to Lessor, as a portion of the Operating Expenses, the costs of the insurance coverages described herein, including, without limitation, Lessor’s cost of any self-insurance deductible or retention.

8.2 Lessee’s Compliance with Insurance Requirements. Lessee shall obtain, maintain, and keep in full force and effect during the term of this Lease, at its sole cost and expense, and in a form and content satisfactory to Lessor, all insurance required under this Paragraph 8 against claims for injuries to persons or damages to property which may arise from or in connection with Lessee’s operation and use of the Premises and the activities of the Lessee, its guests, agents, representatives, employees, or subcontractors. Lessee shall not take possession of the Premises unless and until it has provided evidence satisfactory to Lessor that it has secured all insurance required by this Paragraph 8.

8.3 Types of Insurance Required of Lessee. Without limiting the indemnity provisions set forth in this Lease, Lessee shall obtain and maintain in full force and effect during the term of this Lease, including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of Commercial General Liability insurance written on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Premises/location, or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Lease.

(b) Automobile Liability Insurance. A policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

(c) Workers’ Compensation and Employer’s Liability Insurance. A policy of Workers’ Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Lessee agrees to waive and obtain endorsements from its workers’ compensation insurer waiving all subrogation rights under its workers’ compensation insurance policy against Lessor, its officials, officers, employees, agents and volunteers. Lessee shall obtain and maintain, in full force and effect throughout the term of this Lease, a policy of Employer’s Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

(d) Property Insurance. A policy of Property Insurance against all risk of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

(e) Equipment Breakdown/ Boiler & Machinery Insurance. A policy of Equipment Breakdown / Boiler & Machinery Insurance with limits of not less than actual replacement costs



for all property and improvements, encompassing explosion and breakdown. Lessee shall obtain and deliver to Lessor, along with copies of all policies of insurance required herein, a joint loss endorsement for the Property Insurance and Equipment Breakdown /Boiler & Machinery Insurance policies. Lessor is to be included as an additional insured on the Equipment Breakdown /Boiler & Machinery Insurance coverage.

(f) Business Interruption. Loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all peril commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

#### 8.4 General.

(a) Acceptability of Insurers. Insurance required by this Paragraph 8 shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that Lessor will accept workers' compensation insurance from the State Compensation Fund. In the event Lessor determines that Lessee's use of the Premises creates an increased or decreased risk of loss to Lessor, Lessee agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from Lessor. Lessee shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

(i) Additional Insured. Lessee's policy or policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be endorsed to include Lessor, its officials, officers, employees, agents and volunteers, Lessor's lender, and any property management company of Lessor for the Premises. The additional insured endorsement shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Lessee, or (4) contain any other exclusions contrary to this Lease; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(ii) Notice. Each insurance policy required by this Paragraph 8, except for workers' compensation and employer's liability insurance, shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to Lessor. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Lessee's failure to pay the insurance premium, the notice provided to Lessor shall be by ten (10) days prior written notice.

(iii) Primary and Non-Contributing Insurance. All policies of insurance maintained by Lessee pursuant to this Paragraph 8, except for workers' compensation and employer's liability insurance, shall be primary and any other insurance, deductible, or self-insurance maintained by Lessor, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(iv) Waiver of Subrogation. All policies of insurance maintained by Lessee pursuant to this Paragraph 8 shall contain or be endorsed to waive subrogation against Lessor, its officials, officers, employees, agents and volunteers, or shall specifically allow Lessee to waive its right to recovery prior to a loss. Lessee hereby agrees to waive its own right of recovery against Lessor, its officials, officers, employees, agents and volunteers.

(c) Evidence of Coverage. Concurrently with the execution of this Lease, Lessee shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this Paragraph 8. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to Lessor for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with Lessor. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Lessee shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with Lessor evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Lessee shall promptly furnish, at Lessor's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents Lessor requires to verify coverage.

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

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

(f) Notification of Incidents. Lessee shall notify Lessor within twenty-four (24) hours after the occurrence of any accidents or incidents in the Premises, the Building, Common Areas or the Project which could give rise to a claim under any of the insurance policies required under this Paragraph 8.

8.5 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Lessee pursuant to this Paragraph 8:

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

(b) All insurance coverage and limits provided by Lessee and available or applicable to this Lease 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 Lease or any other agreement relating to Lessor or its operations shall limit the application of such insurance coverage.

(c) None of the insurance coverages required herein will be in compliance with the requirements of this Paragraph 8 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 Lessor and approved in writing.

(d) Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay Lessee's occupancy of the Premises. It is Lessee's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

(e) Lessee agrees to ensure that its subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Lessee, provide the same minimum insurance coverage required of Lessee. Lessee 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 Paragraph 8. Lessee agrees that upon request, all agreements with subconsultants, subcontractors and others engaged in the Project will be submitted to Lessor for review."

4. Breach by Lessor; Performance by Lessee on Behalf of Lessor. Paragraph 13.6(c) is hereby added to the Lease to read as follows:

"13.6(c). Lessee's Remedies. Lessee and all successors and assigns covenant and agree that, in the event of any actual or alleged default by Lessor, Lessee's sole and exclusive remedy shall be either to seek either specific performance or monetary damages, provided that Lessor shall not be liable for loss of business profits or consequential damages, and provided further, that any recourse for monetary damages by Lessee against Lessor shall be limited solely and exclusively to an amount which is equal to the amounts paid by Lessee to Lessor under the Lease (and Lessee hereby expressly waives and releases personal liability of Lessor in excess of such amount on behalf of itself and all persons claiming by through, or under the lease) Further, in no event shall the obligations of Lessor under the Lease constitute the personal obligations of Lessor or its elected or appointed officers and officials, employees, agents, and volunteers, and Lessee shall have no right to seek recourse against Lessor's elected or appointed officers and officials, employees, agents, and volunteers, or any of their personal assets for the satisfaction of any liability of Lessor with respect to the Lease. Lessee expressly waives all remedies except those specifically set forth in the Lease, including, without limitation, any right of offset or abatement except as specifically set forth in the Lease, any right to terminate the Lease under Civil Code Sections 1932(2), 1933(4) and 1941 or any other successor statute, or any statutory, legal or equitable self-help remedy including, without limitation, Civil Code Section 1942 or any other current or future law. Nothing contained in the Lease shall entitle Lessee to terminate the Lease as a result of Lessor's default nor excuse Lessee from paying Rent or Additional Rent due hereunder."

5. Estoppel Certificates. All references in the Lease to "Estoppel Certificate", including, but not limited to the definition in Paragraph 16(a), shall refer to Lessor's standard form certificate.

6. Recordation. Lessee shall not have any right to cause the Lease or any short form or memorandum thereof to be recorded.

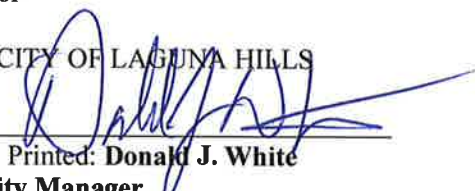
**Signatures on the following page**

**IN WITNESS WHEREOF,** the parties have executed this Addendum as of the date of the Lease.



"Lessor"

THE CITY OF LAGUNA HILLS

By: 

Name Printed: **Donald J. White**

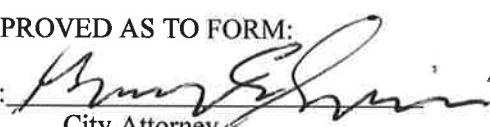
Its: **City Manager**

By: 

Name Printed: **Melissa Au-Yeung**

Its: **City Clerk**

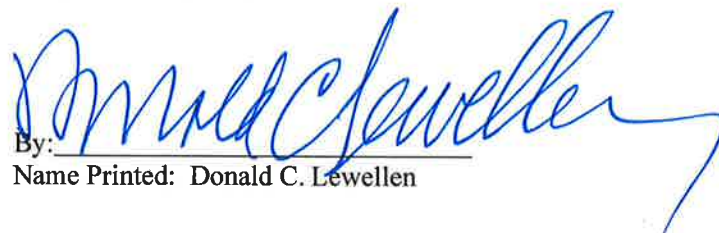
APPROVED AS TO FORM:

By: 

City Attorney

"Lessee"

**Donald C. Lewellen, an individual**

By: 

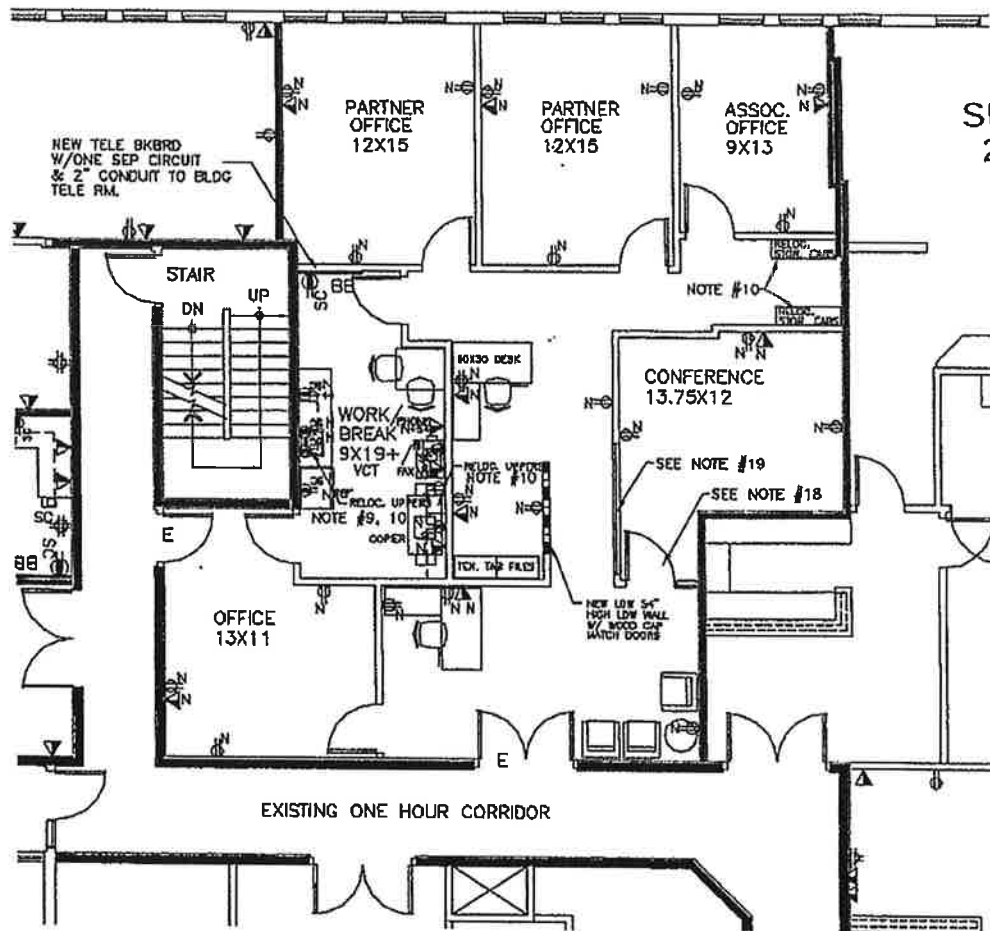
Name Printed: **Donald C. Lewellen**

Attachment: Office Lease (2658 : Amendment No. 1 to Civic Center Lease with Donald Lewellen for Suite 220)

## EXHIBIT "A"

## SPACE PLAN

SUITE 220  
1551 USF  
1/8" = 1'-0" SCALE



**EXHIBIT B****RULES AND REGULATIONS****ATTACHED TO AND MADE A PART OF STANDARD OFFICE LEASE**

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

1. Except with the prior written consent of Lessor, no Lessee shall conduct any retail sales or any manufacturing of any kind in or from the Premises, or any business other than that specifically provided for in the Lease.
2. Lessor reserves the right to prohibit personal goods and services vendors from access to the Office Building Project except upon such reasonable terms and conditions, including but not limited to the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Office Building Project, the preservation of good order thereon, and the relief of any financial or other burden on Lessor occasioned by the presence of such vendors or the sale by them of personal goods or services to the Lessee or its employees. If reasonably necessary for the accomplishment of these purposes, Lessor may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Office Building Project. The term "personal goods or services vendors" means persons who periodically enter the Office Building Project of which the Premises are a part for the purpose of selling goods or services to a Lessee, other than goods or services, which are used by a lessee only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoe shining services. This Section 2 shall not apply to Lessee's vendors and suppliers in connection with Lessee's operation of its business.
3. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by any Lessee or used by it for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Lessor shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Lessor shall be prejudicial to the safety, character, reputation and interests of the Office Building Project and its lessees, provided that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals only for the purpose of conducting its business on the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No Lessee and no employees of any Lessee shall go upon the roof of the Building without the written consent of Lessor. This Section 3 shall not apply to Lessee's vendor's suppliers in connection with Lessee's operation of its business.

4. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the Lessee who, or whose clerks, agents, employees, or visitors, shall have caused it.

5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by Lessee on any part of the Office Building Project or the Premises without the prior written consent of Lessor. If Lessor shall have given such consent at any time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by Lessor and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Lessor with respect to each and every such sign, advertisement or notice, as the case may be, so consented to by Lessor. Lessor shall have the right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of Lessee, and Lessor shall not be liable in damages for such removal.

6. In order to maintain the outward professional appearance of the Office Building Project all window coverings to be installed at the Premises shall be subject to Lessor's prior approval. If Lessor, by a notice in writing to Lessee, shall object to any curtain, blind, shade or screen attached to or hung in, or used in connection with, any window door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by Lessee. No awnings shall be permitted on any part of the Premises.

7. Lessee shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Lessor.

8. Lessee shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Office Building Project, or on the property kept therein, or obstruct or interfere with the rights of other Lessees, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Office Building Project, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.

9. No Lessee shall sweep or throw or permit to be swept or thrown from the

Premises any dirt or other substance into any of the corridors or halls or elevators, or out of the doors or windows or stairways of the Building. Lessee shall not use, keep or permit to be used any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Office Building Project by reason of noise, odors, fire hazards and/or vibrations, or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be kept in or about the Office Building Project.

10. Lessee and its employees, agents and invitees shall not smoke any tobacco products or any other smoking materials whatsoever in the Premises, Building, common areas or any other area of the Project except in such areas, if any, as shall be designated by Lessor for smoking, in Lessor's sole and absolute discretion.

11. No cooking shall be done or permitted by Lessee on the Premises, except for the use of a microwave oven for food or Underwriter's Laboratory approved equipment for brewing coffee, tea, and similar beverages shall be permitted, provided that such use is in compliance with law. Offices in the Office Building Project shall not be used for the storage of merchandise or for sleeping or lodging.

12. Lessee, upon the termination of its tenancy, shall deliver to Lessor all the keys of offices, rooms and toilet rooms which shall have been furnished Lessee or which Lessee shall have had made, and in the event of loss of any keys so furnished, shall pay Lessor therefore.

13. On Saturdays after 6:00pm., Sundays and legal holidays, and on other days between the hours of 9:00 p.m. and 7:00 a.m., access to the Office Building Project or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the building watchman, if any, in charge and has a pass or is properly identified. Lessor shall in no case be liable for damages for the admission to or exclusion from the Office Building Project of any person whom Lessor has the right to exclude under Rule 3 above. In case of invasion, mob, riot, public excitement, or other commotion, Lessor reserves the right but shall not be obligated to prevent access to the Office Building Project during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Office Building Project.

14. Lessee shall see that the windows and doors of the Premises are closed and securely locked before leaving the building and Lessee shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Lessee or Lessee's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Lessee shall make good all injuries sustained by other Lessees or occupants of the Building or Lessor.

15. Lessee shall not alter any lock or install a new or additional lock or any bolt



on any door of the Premises without prior written consent of Lessor. If Lessor shall give its consent, Lessee shall in each case furnish Lessor with a key for any such lock.

16. Lessee shall not install equipment such as, but not limited to, electronic tabulating or computer equipment requiring electrical or air conditioning service in excess of those to be provided by Lessor under the Lease and any such equipment shall be placed in the Premises in settings approved by Lessor to adsorb or prevent any vibration, noise or annoyance.

17. No bicycle, or shopping cart, or other vehicle or any animal shall be brought into the Premises or the halls, corridors, elevators or any part of the Building by Lessee.

18. Lessor shall have the right to prohibit the use of the name of the Office Building Project or any other publicity by Lessee which in Landlord's opinion tends to impair the reputation of the Office Building Project, or their desirability for other Lessees, and upon written notice from Lessor, Lessee will refrain from or discontinue such publicity.

19. Lessee shall not erect any aerial or antenna on the roof or exterior walls of the Premises, the Building, or the Office Building Project.

20. Lessee shall not overload the floor of the Premises. In addition, Lessee shall not mark, drive nails, screw or drill into partitions, ceilings or floor of the Premises or deface the Premises.

21. No furniture, freight or equipment of any kind shall be brought into the Building or the Building's elevator without the consent of Lessor and all moving of the same into or out of the Building shall be done at such time and in such manner, as Lessor shall designate. Lessor shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Office Building Project. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as is necessary to properly distribute the weight. However, Lessor's consent to placement of Lessee's safes, heavy equipment or furniture shall not constitute a representation or warranty by Lessor that the safe, heavy equipment or furniture complies, with regard to distribution of weight and/or vibration, with the provisions of the Rule 21 nor relieve Lessee from responsibility for the consequences of noncompliance. Lessor will not be responsible for loss of or damage to any safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Lessee. There shall not be used in any space, or in the public halls of the Building, either by any Lessee or others, any hand trucks except those equipped with rubber tires and side guards.



22. Except with the written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the Building for their purpose of cleaning the same. Lessee shall not cause any unnecessary labor by reason of Lessee's carelessness or indifference in the preservation of good order and cleanliness. Lessor shall in no way be responsible to any Lessee for any loss of property on the Premises, however occurring, or for any damage done to the effects of any lessee by the janitor or any other employee or any other person. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Janitor service may not be furnished on nights when rooms are occupied after 9:00p.m.

23. Lessor will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Lessor. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Lessor.

24. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by Lessor.

25. Lessor reserves the right to exclude or expel from the Office Building Project any person who in the judgment of Lessor, is intoxicated or under the influence of liquor or illegal, non-prescription drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Office Building Project.

26. The requirements of Lessee will be attended to only upon application to Lessor. Contractors, vendors and employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from the Lessor or Lessor's agent.

27. No vending machine shall be installed, maintained or operated upon the Premises without the written consent of the Lessor.

28. Lessor shall have the right, exercisable without notice and without liability to Lessee, to change the name and the street address of the Building and/or Office Building Project of which the Premises are a part.

29. Lessee agrees that it shall comply with all fire and security regulations that may be issued from time-to-time by Lessor and Lessee also shall provide Lessor with the name of a designated responsible employee to represent Lessee in all matters pertaining to such fire or security regulations.

30. Lessor reserves the right by written notice to Lessee, to rescind, alter or

waive any rule or regulation at any time prescribed for the Office Building Project when, in Lessor's judgment, it is necessary, desirable or proper for the best interest of the Office Building Project and its lessees.

31. Lessees shall not disturb, solicit, or canvas any occupant of the Office Building Project and shall cooperate to prevent same.

32. Lessor shall furnish heating and air conditioning during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday except for holidays. In the event Lessee requires heating and air conditioning during off hours, Sundays or Holidays, Lessor shall on notice provide such services at the then prevailing rate for such extra services.

33. Lessee shall cooperate with Lessor in obtaining maximum effectiveness of the cooling system by closing blinds when the sun's rays fall directly on windows of the premises. Lessee shall not obstruct, alter, or in any way impair the efficient operation of Lessor's heating, ventilating and air-conditioning system. Lessee shall not tamper with or change the setting of any thermostats or control valves.

#### 34. Parking

- (a) The parking lot shall be accessible twenty-four (24) hours per day, subject to parking card or other reasonable Identification or security restriction as may be reasonably established by Lessor from time-to-time. Lessee agrees to cooperate with Lessor in completing regular maintenance of the parking lot.
- (b) Automobiles must be parked entirely within the stall lines.
- (c) All directional signs and arrows must be observed and the speed limit shall be 5 miles per hour.
- (d) Parking is prohibited in areas not striped for parking.
- (e) Lessor may refuse to permit any person who violates the within rules to park in the parking lot, and any violation of the rules shall subject the automobile to removal from the parking lot at the parker's expense.
- (f) Every parker is required to park and lock his or her own automobile. All responsibility for any loss or damage to automobile or any personal property therein is assumed by the parker.

- (g) The parking lot is for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.
- (h) Storage of vehicles in the parking facilities is prohibited. Lessee and Lessee's employees and visitors shall not leave vehicles in the parking lot overnight.
- (I) Lessor reserves the right to restrict customer, Lessee and Lessee's employees parking to a limited designated area or areas.

35. Lessee agrees to comply and acquaint its employees with such reasonable rules and regulations in the use of such Common areas as Lessor may adopt from time to time for the orderly and proper operation of said Common Areas.

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

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

12-18-19

Lessor's Initials: \_\_\_\_\_



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

12/9/19

Lessee's Initials: \_\_\_\_\_



**EXHIBIT "C"****Waiver and Release.**

It is the express and understood intent, purpose, desire, and agreement of the parties in the event of termination for cause or expiration of the Lease term, that Lessee, on behalf of itself, its officers, heirs, agents, shareholders, employees, subcontractors, executors, successors and assigns, shall and does hereby release and discharge Lessor, and its respective elected and appointed officials, officers, directors, employees, attorneys, accountants, consultants, other professionals, and agents, from and against the following: any claims, penalties, actions or causes of action, obligations, and demands of any kind including but not limited to, any claims arising under the California Eminent Domain Law (Title 7 (commencing with Section 1230.010) of Part 3 of the California Code of Civil Procedure), the Relocation Statutes and Regulations set forth in Chapter 16 (commencing with Section 7260) of Division 7 of the California Government Code and Subchapter 1 (commencing with Section 6000) Division 3 of Title 25 of the California Code of regulations, and claims for a "taking" or inverse condemnation arising under the United States or California Constitutions or under any federal, state, or local law, statute, ordinance, regulation, rule, official policy, court order, or common law (collectively, the "Released Claims").

The parties further acknowledge that the Released Claims include any claims for loss of business goodwill pursuant to Code of Civil Procedure §1263.510 et seq., for precondemnation damages and severance damages.

Date: 12-18-19Date: 12/19/19Lessor's Initials: [Signature]Lessee's Initials: [Signature]

**EXHIBIT "D"****WORK LETTER/REQUIREMENTS FOR IMPROVEMENTS OR ALTERATIONS BY LESSEE**

If Lessor shall permit Lessee to construct any interior improvements (subsequent to the initial improvements to be constructed by Lessor, if any) in the Premises or to have any work performed in the Premises at any time prior to or during the Lease term by a contractor retained by Lessee ("Lessee's Work"), then Lessee shall comply with the requirements set forth herein. If Lessee's Work has been properly authorized, Lessee will receive written approval and consent for alterations to the Premises. All alterations to the Premises, excepting movable furniture and trade fixtures, shall, at Lessor's option, become a part of the realty and belong to Lessor.

1. SUBMITTAL OF PLANS. Prior to commencing any work in the Premises, Lessee shall submit to Lessor for approval its proposed plans for the work. Without limiting the foregoing, Lessee shall provide:

- (a) A separate scale drawing denoting all proposed construction and/or demolition, if necessary.
- (b) A separate drawing for each trade proposing structural, electrical, mechanical, civil or landscaping modifications.
- (c) Specify all dimensions and complete references to all work to be performed in the affected areas.
- (d) If adding extra electrical or mechanical equipment, provide complete operating and maintenance specifications for each item.

2. CHECKLIST. With respect to each project, Lessor will provide Lessee with a checklist listing the items required to be furnished to Lessor in connection with the proposed work. Lessee shall furnish to Lessor prior to, during, or upon completion of Lessee's Work, as applicable, each of the items specified in the checklist attached hereto as Attachment 1.

3. CONTRACTORS PROVIDING INTERIOR IMPROVEMENT SERVICES.

- (a) The contractor employed by Lessee and any subcontractors shall be (i) duly licensed in the state in which the Premises are located, and (ii) subject to Lessor's prior written approval, which approval shall not be unreasonably withheld. If more than one trade is employed on a single job, state law requires the services of a general contractor in addition to contractors for specialty work being performed.
- (b) Each contractor shall provide proof of licensing as a general or specialty contractor in accordance with state law. Additionally, each contractor shall furnish proof of licensing in the city or municipality in which the construction related activity is to take place.
- (c) Lessee shall use Lessor's subcontractor for mechanical, electrical, plumbing, roofing and roofing consultant if available at competitive rates.
- (d) Lessee and Lessee's contractors shall comply with all Applicable Laws pertaining to the performance of Lessee's Work and the completed improvements and all applicable safety regulations established by Lessor or the general contractor.
- (e) Prior to commencement of any work in the Premises, Lessee and Lessee's contractors (and any subcontractors) shall obtain and provide Lessor with certificates evidencing Workers' Compensation, public liability and property damage insurance in amounts and forms and with companies

satisfactory to Lessor. Each general contractor (and any subcontractor) employed on the Premises shall provide Lessor with a current certificate of insurance in effect for that contractor with a thirty day notice of cancellation or revocation clause. Insurance requirements are as follows:

- (i) Comprehensive General Liability with a \$1,000,000 Combined Single Limit covering the liability of Lessor and contractor for bodily injury and property damage arising as a result of the construction of the improvements and the services performed thereunder. Lessor and any Management Company shall be named as an additional insured.
- (ii) Comprehensive Automobile Liability with a \$1,000,000 Combined Single Limit covering Lessor and vehicles used by contractor (and any subcontractor) in connection with the construction of the improvements.
- (iii) Workers' Compensation and Employer's Liability as required by law, for employees of the contractor (and any subcontractors) performing work on the Premises.

(f) The following requirements shall be incorporated as "Special Conditions" into the contract between Lessee and its contractors and a copy of the contract shall be furnished to Lessor prior to the commencement of Lessee's Work:

- (i) Prior to start of Lessee's Work, Lessee's contractor shall provide Lessor with a construction schedule in "bar graph" form indicating the completion dates of all phases of Lessee's Work.
- (ii) Lessee's contractor shall be responsible for the repair, replacement or clean-up of any damage done by it to other contractors' work which specifically includes accessways to the Premises which may be concurrently used by others.
- (iii) Lessee's contractor shall accept the Premises prior to starting any trenching operations. Any rework of sub-base or compaction required after the contractor's initial acceptance of the Premises shall be done by Lessee's contractor, which shall include the removal from the Project of any excess dirt or debris.
- (iv) Lessee's contractor shall contain its storage of materials and its operations within the Premises and such other space as it may be assigned by Lessor or Lessor's contractor. Should Lessee's contractor be assigned space outside the Premises, it shall move to such other space as Lessor or Lessor's contractor shall direct from time to time to avoid interference or delays with other work.
- (v) Lessee's contractor shall clean up the construction area and surrounding exterior areas daily. All trash, demolition materials and surplus construction materials shall be stored within the Premises and promptly removed from the Premises and the Project and disposed of in an approved sanitation site.
- (vi) Lessee's contractor shall provide temporary utilities, portable toilet facilities, and potable drinking water as required for its work within the Premises and shall pay to Lessor's contractor the cost of any temporary utilities and facilities provided by Lessor's contractor at Lessee's



contractor's request.

- (vii) Lessee's contractor shall notify Lessor or Lessor's project manager of any planned work to be done on weekends or other than normal job hours.
- (viii) Lessee's contractor or subcontractors shall not post signs on any part of the Project or on the Premises.

#### 4. COSTS.

(a) Lessee shall promptly pay any and all costs and expenses in connection with or arising out of the performance of Lessee's Work (including the costs of permits thereof) and shall furnish to Lessor evidence of such payment upon request.

(b) Except in the case of carpet replacement or repainting, Lessee shall pay Lessor an amount equal to five percent (5%) of the total hard costs of construction and installation of Lessee's Work as compensation to Lessor for review of plans, use of facilities and other miscellaneous costs of Lessor incurred as a result of such work.

5. CONTRACTOR'S BONDS. At Lessor's sole discretion, Lessor may require Lessee to obtain performance and completion bonds to insure Interior Work

#### 6. MECHANIC'S LIENS.

(a) Lessee shall not suffer or permit to be enforced against the Premises or any part of the Project any mechanic's, materialman's, contractor's or subcontractor's lien arising out of any work of improvement, however it may arise.

(b) Lessee shall notify Lessor at least ten (10) days prior to the commencement of construction of any Lessee's Work and Lessor shall have the right to post and record a notice of no responsibility in conformity with applicable law. Within ten (10) days following completion of Lessee's Work, Lessee shall file a Notice of Completion and deliver to Lessor an unconditional release and waiver of lien executed by each contractor, subcontractor and materialman involved in Lessee's Work.

(c) In the event any lien is filed against the Project or any portion thereof or against Lessee's leasehold interest therein as a result of Lessee's work, Lessee shall obtain the release and/or discharge of said lien, within ten (10) days after the filing thereof. In the event Lessee fails to do so, Lessor may obtain the release and/or discharge of said lien and Lessee shall indemnify Lessor for the costs thereof, including reasonable attorney's fees, together with interest at the Applicable Interest Rate from the date of demand. Nothing herein shall prohibit Lessee from contesting the validity of any such asserted claim, provided Lessee has furnished to Lessor a lien release bond freeing the Premises from the effect of the lien claim.

7. INDEMNITY. Lessee shall indemnify, defend (with counsel satisfactory to Lessor) and hold Lessor harmless from and against any and all suits, claims, actions, loss, cost or expense (including claims for workers' compensation, attorney's fees and costs) based on personal injury or property damage, or otherwise (including, without limitation, contract and breach of warranty claims) arising from the performance of Lessee's Work. Lessee shall repair or replace (or, at Lessor's election, reimburse Lessor for the cost of repairing or replacing) any portion of the Building or item of Lessor's equipment or any of Lessor's real or personal property damaged, lost or destroyed in the performance of Lessee's Work.

8. BUILDING STANDARDS. All work shall conform to Lessor's established building standards and specifications. Lessee is required to make these standards part of the construction documents.

9. ROOF PENETRATIONS. If improvements penetrate the roof membrane, the penetrations will be sealed per Lessor/IRC roofing specifications and inspected by IRC to maintain roof warranty. The cost of inspection and all corrective work shall be borne by Lessee. Lessee shall use Lessor's original roofing contractor.

10. BUILDING MODIFICATIONS. Work will only be approved within the confines of a given space. Lessee will not be allowed to modify building exterior or mechanical and electrical service as provided to the building in common with other tenants.

11. ELECTRICAL WORK. All electrical work shall be approved from the unit space electrical panel only. Additional service requirements shall be secured only by direction of Lessor. Lessee shall use Lessor's original electrical contractor if available at competitive rates.

12. SCHEDULE OF WORK. Lessee shall be required to provide a schedule of all work to be performed, subject to Lessor approval. All costs to produce such schedule shall be borne solely by Lessee.

13. CLEAN UP AND DISPOSAL OF CONSTRUCTION DEBRIS. Building trash containers are provided for office generated trash only and are not to be used for disposal of construction-related materials and debris. Unapproved usage will result in a penalty assessment to the Lessee equal to the cost of an extra pick-up service as provided under the current rate schedule of regular trash removal service.

14. INSPECTION BY LANDLORD. Lessor reserves the following rights: (i) the right of inspection prior to, during and at completion of all construction and/or demolition, (ii) the right to post and record a notice of nonresponsibility in conformity with California law, and (iii) the right to order, if reasonable, a total stop to all improvements underway for non-compliance with any of the requirements hereof.

15. GENERAL PROVISIONS.

(a) If Lessor has agreed to provide an allowance toward the cost of tenant improvements (other than the initial Lessee Improvement Allowance), Lessor shall retain from such funds an amount determined by Lessor until Lessee has fully complied with the requirements hereof.

(b) All materials, work, installations and decorations of any nature whatsoever brought on or installed in the Premises before the commencement of the Term or throughout the Term shall be at Lessee's risk, and neither Lessor nor any party acting on Lessor's behalf shall be responsible for any damage thereto or loss or destruction thereof due to any reason or cause whatsoever.

(c) Nothing contained herein shall make or constitute Lessee as the agent of Lessor.

Attachment 1 to "Exhibit D"**ITEMS TO BE FURNISHED TO LESSOR FOR EACH WORK OF IMPROVEMENT**

1. Plan of Alterations for Lessor Approval.
2. Contractor(s), Address, Telephone Number, Contact Person.
3. Copy of Contractor's State and City Business License.
4. Copy of Building Permit.
5. Copy of Final Inspection and Signed Building Permit Cards.
6. Copy of Certificate of Insurance Naming The City of Laguna Hills and Essex Realty Management as Additional Insured. Insurance to include Comprehensive General Liability, Comprehensive Auto, Workers' Compensation, Employer's Liability and original Endorsement.
7. Signed Unconditional Lien Waiver in favor of Development Corporation.
8. Schedule of Work.
9. Copy of Completion and Payment Bond.
10. Architect's License and Expiration.
11. Copy of Permit Plans.
12. Copy of As-Builts.
13. Copy of Recorded Notice of Completion.
14. Certificate of Occupancy.
15. Evidence of Insurance for All-Risk/Builder's Risk Insurance to the Amount of Improvements.



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021

**TO:** Mayor and Council Members

**FROM:** Melissa Au-Yeung  
Deputy City Manager

**ISSUE:** Resolution Establishing Two New Employment Classifications Along with Salary Range and Benefits for Position Within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

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**RECOMMENDATION:** That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing Two New Employment Classifications along with salary range and benefits within the Bargaining Unit covered by the Memorandum of Understanding with the Laguna Hills City Employee Association."

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#### **SUMMARY:**

The City Council approved its most recent Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills Employees Association (LHCEA) at its July 13, 2021, City Council meeting. The MOU covered a total of 18 classifications and Staff is recommending the addition of an Extended Part-time Recreation Specialist and an Extended Part-time Permit Technician.

#### **BACKGROUND:**

At its July 13, 2021, the City Council approved a two-year Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills Employees Association (LHCEA). The MOU covers a total of 18 classifications, specifically 17 full-time classifications and one extended part-time classification. Staff is recommending the addition of the following two extended part-time classifications: Recreation Specialist and Permit Technician.

## Resolution Establishing Two New Employments Classifications

November 23, 2021

Page 2

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### **Recreation Specialist**

As is the practice of the City when there is an employment vacancy, a review of a Department's Organizational Structure is reviewed and improvements are recommended when appropriate. In 2020, as the result of the departure of one of the Recreation Coordinators in the Community Services Department, Staff conducted a thorough review of the structure and staffing complement of the Department. The City Council approved a reorganization plan for the Community Services Department at its January 28, 2020, City Council meeting, adding two Extended Part-time Recreation Specialists rather than filling the then-vacant Recreation Coordinator position, resulting in an additional 20 hours of support for the City's recreation programming and facility reservation administration needs. However, with the onset of the COVID-19 pandemic in March 2020 and the impending shut down of the City's recreation activities throughout much of 2020 and 2021, the reorganization plan was placed on hold. As the activities of the Community Services Department have since steadily increased and are expected to return to full services in the near future, it is necessary to hire one Extended Part-time Recreation Specialist that would work approximately 30 hours per week. Staff anticipates hiring a second Extended Part-time Recreation Specialist at the beginning of the 2022-2023 Fiscal Year.

The estimated fully burdened annual cost for an Extended Part-time Recreation Specialist is \$41,726, which has been included in the current Fiscal Year 2021-2023 Biennial Budget. The proposed salary range for the Recreation Specialists is \$23.67 to \$28.77 per hour. This range is based on the average of the comparator agencies' average plus five percent for the Recreation Specialist position. This position would be subject to all provisions of the MOU. However, because the classification was not filled at the time of the approval of the most recent MOU between the City of Laguna Hills and the LHCEA, it is necessary for the City Council to approve the new classification and salary range to the MOU by adopting the attached Resolution.

### **Permit Technician**

Per the MOU between the City of Laguna Hills and the LHCEA, the current staffing complement of the Building Division within the Community Development Department includes a full-time Permit Technician classification. The Permit Technician position became vacant in June 2021 and Staff subsequently initiated a recruitment for the position. Ultimately, however, the recruitment did not yield a successful candidate for the position. In the meantime, interest was expressed in the position on an Extended

## Resolution Establishing Two New Employments Classifications

November 23, 2021

Page 3

Part-time basis. As such, Staff is recommending an Extended Part-time Permit Technician classification and salary range be added to the MOU.

The proposed salary range for the Extended Part-time Permit Technician is \$30.65 to \$37.26 per hour, consistent with the full-time classification currently included in the MOU. This position would be subject to all provisions of the MOU.

Staff recommends the City Council adopt the proposed attached Resolution establishing two new employment classifications within the bargaining unit covered by the MOU between the City and the LHCEA.

### **FISCAL IMPACT:**

The fully burdened annual cost for the Extended Part-time Recreation Specialist position is \$41,726, the cost of which has been included in the current 2021-2023 Biennial Budget. The fully burdened annual cost for the Extended Part-time Permit Technician position is \$65,683 and will result in a budget savings from the currently budgeted position.

### **ATTACHMENTS:**

- Proposed Resolution



## RESOLUTION NO. 2021-11-23-x

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING TWO NEW EMPLOYMENT CLASSIFICATIONS ALONG WITH SALARY RANGE AND BENEFITS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

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

WHEREAS, on July 13, 2021, the City Council approved and adopted the Memorandum of Understanding ("MOU") between the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA" or "Association"), which became effective July 1, 2021, and will remain in effect until June 30, 2023; and

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

WHEREAS, upon recommendation of the City Manager, the City Council wishes to add two new extended part-time, non-management positions covered by the MOU with LHCEA.

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

SECTION 1. The purpose and intent of this Resolution is to add a new extended part-time, non-management, employment classification and salary range for the position of "Recreation Specialist" and a new extended part-time, non-management, employment classification and salary range for the position of "Permit Technician."

SECTION 2. The two new extended part-time, non-management, employment classifications and salary ranges established by this Resolution for the "Recreation Specialist" and "Permit Technician" positions will be included in the bargaining unit covered by the MOU and represented by the Association. All provisions of the MOU between the City and the Association will be applicable to these new classifications. The salary range for the new classifications will be added to Section IV, "Salary and Pay," of the MOU.

SECTION 3. The following new extended part-time, non-management, employment classifications are hereby established and assigned the following salary range:

| <b>EXTENDED PART-TIME POSITION – NON MANAGEMENT</b> | <b>HOURLY RANGE</b> |          |
|-----------------------------------------------------|---------------------|----------|
| Recreation Specialist                               | \$ 23.67            | \$ 28.77 |
| Permit Technician                                   | \$ 30.65            | \$ 37.26 |

SECTION 4. The Members of the Association have been notified concerning the actions set forth herein and have been given an opportunity to meet and confer regarding such changes.

SECTION 5. The changes to the employment classifications and salary ranges set forth herein shall be effective November 23, 2021.

PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of November 2021.

\_\_\_\_\_  
ERICA PEZOLD, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution  
No. 2021-11-23-X adopted by the City Council of the City of Laguna Hills, California, at a  
Regular Meeting thereof held on the 23<sup>rd</sup> day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

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MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2659 : Resolution Establishing Two New Employments Classifications)



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021  
**TO:** Chair and Agency Members  
**FROM:** Melissa Au-Yeung  
Deputy City Manager  
**ISSUE:** Approval of Minutes for November 9, 2021, Regular Meeting

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**RECOMMENDATION:** That the Planning Agency approve the Minutes for the November 9, 2021, Regular Meeting.

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**ATTACHMENTS:**

- 211109 PA Minutes

**5. PLANNING AGENCY**

Mayor Pro Tempore Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:15 p.m.

**5.1. ROLL CALL OF PLANNING AGENCY MEMBERS**

| Attendee Name | Title         | Status  | Arrived |
|---------------|---------------|---------|---------|
| Erica Pezold  | Chair         | Absent  |         |
| Don Sedgwick  | Vice Chair    | Present |         |
| Don Caskey    | Agency Member | Present |         |
| Janine Heft   | Agency Member | Present |         |
| Dave Wheeler  | Agency Member | Present |         |

**5.2. PUBLIC COMMENTS**

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

**5.3. APPROVAL OF MINUTES****5.3.1 Approval of Minutes for October 26, 2021, Regular Meeting**

**Recommendation:** That the Planning Agency approve the Minutes for the October 26, 2021, Regular Meeting.

|                  |                                                                                                              |
|------------------|--------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                  |
| <b>MOVER:</b>    | Janine Heft, Agency Member                                                                                   |
| <b>SECONDER:</b> | Dave Wheeler, Agency Member                                                                                  |
| <b>AYES:</b>     | Don Sedgwick, Vice Chair; Don Caskey, Agency Member; Janine Heft, Agency Member; Dave Wheeler, Agency Member |
| <b>ABSENT:</b>   | Erica Pezold, Chair                                                                                          |

**5.4. ADMINISTRATIVE REPORTS**

There were no Planning Agency administrative reports.

**5.5. PLANNING AGENCY PUBLIC HEARINGS**

There were no Planning Agency public hearings.

**PLANNING AGENCY ADJOURNMENT**

Vice Chair Sedgwick adjourned the Planning Agency Meeting at 7:16 p.m. All Council Members were present in chamber with the exception of Mayor Pezold.



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021

**TO:** Chair and Agency Members

**FROM:** George Buell  
Contract Planner

**ISSUE:** Conditional Use Permit (CUP) No. 0077-2021, a Request by Hyun Kyun Han to Establish a Pet Grooming Facility in an Existing 1,089 Square-Foot Tenant Space Located at 26548 Moulton Parkway, Suite 48-F

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**RECOMMENDATION:** That the Planning Agency: 1) Conduct a public hearing; 2) Find and determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities); and 3) Adopt a Resolution entitled: “A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 0077-2021, a request by Hyun Kyun Han to establish a pet grooming facility in an existing 1,089 square-foot tenant space located at 26548 Moulton Parkway, Suite 48-F., including an exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities).”

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#### **SUMMARY:**

Hyun Kyun Han (“Applicant”) is requesting approval of a Conditional Use Permit (CUP) to establish “Groom at the Top,” a pet grooming facility. The business will be located at 26548 Moulton Parkway, Suite 48-F, an existing 1,089 square-foot tenant space within the Village at Nellie Gail Ranch shopping center (“Center”). The Center is owned by ROIC California, LLC, which has authorized the Applicant to apply for the requested entitlement.

The proposed pet grooming facility will operate Monday through Saturday from 7:30 a.m. to 4:30 p.m., providing dog and cat grooming services for the area residents.



Conditional Use Permit No. 0077-2021

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Grooming services for pets will include wash, hair trim, nail services, and special medicated baths. The standard grooming services for each animal will take around three to four hours and no animals will be boarded at the proposed facility. The business will have up to six employees. As conditioned, the proposed facility will be a complementary addition to the businesses offered at The Village at Nellie Gail Ranch as the Center continues to provide a mix of retail uses and services.

The proposed CUP is consistent with the General Plan's goals and strategies for the Community Commercial land use designation. Furthermore, the proposed CUP complies with the City of Laguna Hills Development Code. Therefore, Staff is recommending approval of Conditional Use Permit (CUP) No. 0077-2021.

**AUTHORITY:**

Laguna Hills Municipal Code ("LHMC") Chapter 9-28 (Table 9-28.020 Community Commercial Uses) identifies animals/pets as a use allowed in the Community Commercial zoning district, if it meets special requirements identified in LHMC Chapter 9-56 (Animal Regulations). LHMC Section 9-56.020 requires all commercial animal facilities, including pet grooming facilities, to obtain a CUP. Such facilities are also subject to the requirements of LHMC Chapter 13-48 (Licensing of Animal Facilities) and LHMC Section 13-04.120 (Animal care requirements). The process the City must follow in reviewing a CUP for the proposed use is found in LHMC Section 9-92.080(C).

Staff has prepared findings demonstrating that the proposed CUP complies with the Zoning Code, Community Commercial zoning district, and the General Plan as stated in the Proposed Resolution of Approval (Attachment "A"), and based on these findings recommends approval of the Conditional Use Permit.

**BACKGROUND:**

The Village at Nellie Gail Ranch (the "Center") is an approximately 9.87-acre commercial retail center located on the northeast corner of Moulton Parkway and La Paz Road. The Center was originally approved in 1985 under the County's jurisdiction (SP85-121P). In 2012, the Center underwent a redevelopment and expansion approved by the Laguna Hills City Council and Planning Agency (SDP/CUP/PUP-12-11-2131). Since 2012, the Center, which is zoned Community Commercial, has remained generally unchanged, and the property maintains coordinated circulation, parking, and landscaping.

The Center includes six stand-alone buildings with a combined total of approximately

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83,799 square feet of retail space divided between 25 tenant spaces. The uses in the Center currently consist of a mix of fitness studios, services uses, retail, and restaurants in addition to a Smart and Final grocery store. Businesses adjacent to the proposed grooming facility include Rysk Jiu Jitsu (Suite D) and Banfield Pet Hospital (Suite G). The surrounding area consists of existing single-family homes to the north and east and existing multi-family residential to the west and south across Moulton Parkway.

### **PROPOSAL & ANALYSIS:**

The Applicant is requesting approval of a CUP to establish a pet grooming facility in an existing 1,089 square-foot tenant space. According to the Applicant's Letter of Justification (Attachment B), the proposed facility will operate six days a week, providing dog and cat grooming services. The facility will have a total staff of up to six employees. The pet grooming facility will operate Monday through Saturday (closed Sunday), from 7:30 a.m. to 4:30 p.m. Grooming services for pets will include wash, hair trim, nail services, and special medicated baths. The standard grooming services for each animal will take around three to four hours. The maximum number of animals that will be at the proposed facility at any given time is 10, and on average, five pets can be groomed at one time. Pets are typically picked up 10 to 60 minutes after grooming is completed and no boarding services will be offered.

The tenant space will require interior tenant improvements to convert the existing space to accommodate the grooming facility needs. No exterior improvements are proposed. The proposed floor plan will consist of six grooming tables, two bath tubs, one shower, storage room, a front reception counter, and employee restroom (Attachment C).

All business activities of the proposed pet grooming facility will be conducted entirely indoors (Condition of Approval No. 21), which complies with requirements for Commercial Animal Facilities (LHMC Section 9-56.020). Since the business will operate entirely indoors, no noise impacts are expected and interior doors leading to the pet grooming areas shall remain closed to minimize noise (Condition of Approval No. 23). Exterior noise sources will primarily originate from vehicles entering and leaving the parking area, or from customers and employees entering and exiting the business.

Other business operations include the need to dispose of animal waste, which will be through standard commercial trash service. The Applicant shall provide a pet waste station with bags and disposal adjacent to the entry of the suite, at a location reviewed and approved by Staff (Condition of Approval No. 26). The proposed pet grooming

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facility will not include animal overnight boarding, animal daycare, or animal medical services (Condition of Approval No. 25).

#### Parking Analysis

The tenant space for the proposed pet grooming facility is 1,089 square feet. According to LHMC 9-44.050, the combined square footage for restroom and utility areas are exempt from parking requirements. The proposed floor plan indicates that a total of 120 square feet are for restroom and utility spaces, leaving 969 square feet subject to the parking requirements of LHMC Table 9-44.A. The parking requirement for 'Animal Boarding/Grooming' is one parking stall per 400 square feet of GFA. Therefore, the proposed pet grooming facility has a parking requirement of 2 parking stalls, as shown below in Table 1:

Table 1: Proposed Pet Grooming Facility Parking Requirements

|                                                                            |                     |
|----------------------------------------------------------------------------|---------------------|
| Total Tenant Square Footage                                                | 1,089 SF            |
| Exempted Restroom/ Utility Square Footage                                  | 120 SF              |
| Total Pet Grooming Facility Square Footage Subject to Parking Requirements | 969 SF              |
| Animal Grooming Ratio                                                      | 1 Stall/ 400 SF GFA |
| Parking Requirement                                                        | 2 Stalls            |

A Parking Use Permit (SDPM/CUP/PUP-12-11-2131) was approved in 2012 by the Planning Agency for the Center. As stated in Condition of Approval No. 29 of the approved PUP, if there is any change to the Center such as a change of tenant mix, the Community Development Director can request an updated parking study to address the impacts on the Center. There have been subsequent updates to the parking study to reflect updates in the tenant mix of uses, and the latest was approved by Staff in September, 2021 (LL&G 9/16/2021). The parking study uses a "blended" analysis of actual parking demand for existing occupancies and a shared parking approach for proposed uses. The Center has a total of 434 parking spaces and with the proposed tenancy mix, including the proposed pet grooming facility, there is a surplus of 206 spaces on weekdays and 272 on weekends. Adequate parking is provided on site to

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accommodate the proposed tenant mix, is provided on site to accommodate the proposed tenant mix, inclusive of the proposed business.

**CONCLUSION:**

Staff supports approval of the proposed CUP, as conditioned. The proposed pet grooming facility complies with all requirements of the General Plan, and is consistent with the Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Community Commercial designation to provide general shopping and commercial service needs of area residents. The proposed pet grooming facility use is compatible with the General Plan's description of the desired uses, by providing commercial services to the area residents. The proposed pet grooming facility use is permitted with a CUP in the Community Commercial zone and will comply with Commercial Animal Facilities Section 9-56.020, and be conducted entirely inside the tenant space. Conditions of Approval have been added to ensure the proposed pet grooming facility use will comply with the Laguna Hills Noise Ordinance, even though no noise issues are anticipated. The proposed CUP complies with all requirements of the LHMC, Community Commercial zoning district, and General Plan. Therefore, Staff recommends approval of Conditional Use Permit (CUP) No. 0077-2021.

**PUBLIC NOTICE:**

The proposed Project was advertised in an adjudicated newspaper of general circulation on November 12, 2021. A total of 433 public hearing notices were mailed, which includes all property owners within a 300-foot radius of the subject property, as well as all tenants of the subject property. To date no comments have been received by Staff.

**CEQA FINDINGS:**

Staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities). This exemption applies to the permitting or minor alteration of existing structures.

**ATTACHMENTS:**

- Attachment A – Proposed Resolution of Approval
- Attachment B – Letter of Justification
- Attachment C – Site Plan/Floor Plan

## RESOLUTION NO. PA2021-11-23-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 0077-2021, A REQUEST BY HYUN KYUN HAN TO ESTABLISH A PET GROOMING FACILITY IN AN EXISTING 1,089 SQUARE-FOOT TENANT SPACE LOCATED AT 26548 MOULTON PARKWAY, SUITE 48-F, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTION 15301 OF TITLE 14, CHAPTER 3 OF THE CALIFORNIA CODE OF REGULATIONS (CLASS 1, EXISTING FACILITIES).

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

WHEREAS, Hyun Kyun Han ("the Applicant") has filed an application for Conditional Use Permit (CUP) No. 0077-2021 to establish a Pet Grooming Facility in an existing 1,089 square-foot tenant space located at 26548 Moulton Parkway, Suite 48-F in the Community Commercial zoning district; and

WHEREAS, the Project is hereby found to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities) of Title 14, Chapter 3 of the California Code of Regulations. This exemption applies to the permitting or minor alteration of existing structures; and

WHEREAS, the Planning Agency held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a duly noticed public hearing held on November 23, 2021; and

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

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

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

SECTION 2. The Planning Agency hereby determines that the required findings by the City for approval of Conditional Use Permit No. 0077-2021 have been met and made as follows:

### Conditional Use Permit

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

*The proposed use complies with all requirements of the General Plan, and is consistent with the Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Community Commercial designation to provide general shopping and commercial service needs of area residents. In addition, typical uses allowed include those uses allowed by the Community Commercial designation which consists of general shopping and commercial service needs. The proposed pet grooming facility use is compatible with the General Plan's description of the desired uses in the CC zone, which implements the Community Commercial land use designation.*

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

*The Project Site is located in the Community Commercial (CC) zoning district, in the southwest portion of Laguna Hills, adjacent to residential uses. The Project Site is located on the northeast corner of Moulton Parkway and La Paz Road. The surrounding area consists low density residential uses to the north and east and medium density residential uses to the west and south. The Project Site consists of six standalone buildings, with a combined total of 83,799 square feet of retail space divided between 25 tenant spaces and is part of "The Village at Nellie Gail Ranch" shopping center. The uses in the Project Site consist of a mix of fitness studios, services uses, retail, and restaurants in addition to a Smart and Final grocery store. The proposed use is consistent with other retail and service uses at The Village at Nellie Gail Ranch located along Moulton Parkway and La Paz Road. The proposed pet grooming facility use will be conducted entirely inside the tenant space ensuring compatibility with the existing uses.*

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.

*As described above, surrounding uses include residential, commercial, retail and service uses. The Project Site is 9.87 acres and improved with six commercial buildings totaling 83,799 square feet. There are 434 parking spaces located on the Project Site. The Project Site is typical of other commercial shopping centers in Laguna Hills in terms of the nature of the improvements provided that result in a functioning commercial property. The existing improvements are sufficient to serve the use and ensure it is*



*properly integrated with existing uses in the vicinity through existing shared improvements on the Project Site such as utilities, parking, landscaping, and pedestrian and vehicular access. There are no planned uses proposed that would need to interface with the site. The proposed use is a typical service use found in other shopping centers in Laguna Hills does not require any unique or unusual site improvements to operate. The use will operate entirely within the confines of an existing vacant tenant space on the Project Site, and the Applicant will be able to make necessary tenant improvements to the tenant space to operate the use.*

4. All required development standards prescribed by the Development Code can be achieved.

*The 9.87-acre Project Site is improved with six commercial buildings totaling 83,799 square feet and 434 parking spaces. The site is typical of other commercial shopping centers in Laguna Hills in terms of the nature of the improvements provided that result in a functioning commercial property. The existing improvements are sufficient to serve the use consisting of existing shared improvements on the Project Site such as utilities, parking, landscaping, and pedestrian and vehicular access which comply with the City's development standards, or will comply as conditioned. The proposed pet grooming facility use will be located within an existing building, and tenant upgrades are proposed to serve the use, including accessibility upgrades.*

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

*Conditions have been placed on the proposed pet grooming facility in order to ensure that the use is compatible with adjacent uses. Such conditions include that all business activities shall take place within the tenant space (Condition 21), that boarding of animals is prohibited (Condition 25), and that the property must be kept in a condition that meets property maintenance standards identified in the Laguna Hills Municipal Code (Condition 24). These conditions help to ensure that the pet grooming facility will not adversely affect adjacent uses due to excess noise, unpleasant smells, or property maintenance issues.*

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 0077-2021 subject to the following conditions:

### General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: Hyun Kyun Han; ROIC California, LLC the owners(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the Conditional Use Permit (CUP) No. 0077-2021, approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.
3. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the Project, as modified by these Conditions of Approval, including but not limited to the following: application form (submitted August 26, 2021), Letter of Justification (dated September 30, 2021), and Site Plan/Floor Plan (dated August 26, 2021).
4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

5. Approval of this Permit constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
7. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
8. The conditions of Project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservation, or exactions imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.
9. Pursuant to City Council Resolution No. 2017-07-11-2, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from November 23, 2021.
11. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

#### Permitting

12. The Applicant shall be responsible for ensuring applicable building permits are obtained, as required by the 2019 California Building Code, prior to commencement of any work for which a permit is required.
13. All construction shall comply with 2019 California Building, Plumbing, Mechanical, Electrical, Green, and Energy Codes with regard to the applicable occupancy group if applicable. Any work being done will require a full set of plans prepared by a licensed architect/engineer.

14. At the time of document submittal for permit issuance, the Applicant shall demonstrate compliance with California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code if applicable.
15. The Applicant shall comply with all general construction water quality requirements, as required by the LHMC 5-36.
16. The Applicant shall submit Construction and Demolition Waste Recycling Program paper work if applicable, prior to issuance of permits, as required by Laguna Hills Municipal Code Chapter 5-48 and to comply with mandates of CalRecycle.
17. All documents required for permit issuance shall be accurately labeled and reflect all work, as required by the 2019 California Building Code.
18. Prior to issuance of building permits, the Applicant shall apply for a Certificate of Use and Occupancy (COUO) for the proposed pet grooming facility, and the Applicant shall obtain the Certificate before conducting operations.
19. The Applicant is advised that the business will need to comply with CalRecycle's requirements of AB 1826 (Mandatory Commercial Organics Recycling), SB 1383 (Short-Lived Climate Pollutants), and AB 341 (Mandatory Commercial Recycling). The City will begin to enforce requirements no later than January 1, 2022.
20. Prior to the issuance of a Certificate of Use and Occupancy for the proposed pet grooming facility, all OCFA requirements shall be satisfied, including the approval of special equipment plans for compressed gasses (PR 315, PR 340-PR 382). The Applicant shall provide the Community Development Director with a copy of OCFA's approved plans approval prior to the issuance of a building permit for the tenant improvements.

### Operations

21. All business activities with the exception of walking dogs for exercise shall be conducted entirely within the subject tenant space.
22. Animals brought to, or removed from the facility shall be supervised and secured via leash, including all dogs being exercised outside of the premises.
23. Any interior doors leading to pet grooming areas shall remain closed during business hours to minimize noise as needed.
24. The pet grooming facility shall be permanently maintained in an orderly fashion by the provision of regular and removal of trash and debris, and comply with all property maintenance standards as required by LHMC Chapter 9-74.

25. Animal daycare, veterinary services, and overnight boarding are prohibited. The boarding of animals is limited to animals being dropped off for grooming or picked up from appointment.
26. All pet waste generated by the use shall be properly disposed of in receptacles provided for tenants of The Village at Nellie Gail Ranch shopping center on a daily basis. The Applicant shall provide a pet waste station with bags and disposal adjacent to the entry of the suite, the location of which shall be reviewed and approved by staff. All animal feces shall be tightly sealed in plastic bags before dumping into waste bins. No dumping or discharge of any kind shall enter the storm drain systems.
27. All business activities shall comply with the noise standards of the City of Laguna Hills Noise Ordinance (LHMC 5-24) at all times.
28. The Applicant shall comply with all temporary and permanent sign requirements of the City's Sign Ordinance, as specified in Section 9-42.260 of the Laguna Hills Municipal Code.

PASSED, APPROVED AND ADOPTED this 23<sup>rd</sup> day of November 2021.

\_\_\_\_\_  
ERICA PEZOLD, CHAIR

ATTEST:

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution  
No. PA2021-11-23-X adopted by the Planning Agency of the City of Laguna Hills,  
California, at a Regular Meeting thereof held on the 23<sup>rd</sup> day of November 2021, by the  
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

---

MELISSA AU-YEUNG, CITY CLERK

Attachment: Attachment A – Proposed Resolution of Approval (2661 : Conditional Use Permit No. 0077-2021)





P Project Name: Groom at the Top

Project Location: 26548 Moulton Pkwy # F

Purposed: Letter of Justification for C.U.P

Date: September- 30-2021

Dear C.U.P. Commissioner:

Groom-at-the-Top is a licensed dog grooming salon that will be located at The Village at Nellie Gail Shopping Center, 26548 Moulton Pkwy #F. We aim to provide excellent pet care at reasonable prices for the community. Our pets are a part of our families and homes, they deserve the best treatment available to them. We maintain a safe and dog-friendly environment that assures our clients that their pets are in good hands whenever they leave them at our salon. We position ourselves to be a star-quality dog grooming salon in the Laguna Hills area with our vast space, high-quality equipment, premium products, specialized services, and professional pet caretakers.

### **Services Offered**

Groom-at-the-Top will focus on providing dog grooming services mid-to-high income earning residents as well as personalize grooming services to be inclusive of all clientele. These pet grooming services will include wash, hair trim, nail services, and special medicated baths.

We adhere to all rules and regulations set forth by the city of Laguna Hills by complying to all requirements outlined in Chapter 9-56, 13-04, and 13-48 for commercial animal facilities (pet shop and grooming) and animal care requirements.

Standard grooming services take about 3-4 hours on average and pets are typically picked up within 10-60 mins after their service is complete. On average, pet owners rebook an appointment every 4-5 weeks.



For waste disposal, we have specific bio-waste receptacles for solid and liquid pet waste in a properly enclosed space and disposed regularly to a dumpster outside of the store specific for solid waste.

On average, we are able to groom about 4-5 pets at one time, max capacity being 9-10 pets at any given time. Our clientele is made up on average 90% dogs and 10% cats

We do not offer overnight boarding.

### **Operation Hours**

Our operating hours will be all 6 days from 7:30AM-4:30PM. (closed Sundays)

We take in appointments in 3 different groups:

Group 1 appointments: 7:30-9:30am

Group 2 appointments: 10:00-12:00pm

Group 3 appointments: 12:30-2:00pm

### **Customer Focus**

Groom-at-the-Top will primarily serve the residents within a 10-mile radius of the location. The demographics of these customers are as follows:

- 30,027 residents
- Average Income of \$160,261
- Median Income of \$113,028
- Median age: 42.6 years
- Population growth rate of 0.23% in year 2010-2021
- Projected population growth rate of 0.59% between 2021-2026
- Projected household growth rate of 0.58% between 2021-2026



### Management Team

Groom-at-the-Top's most valuable asset is the expertise and experience of its founder, Hyun Kyun Han. Hyun Kyun has been in the pet grooming business for the past 17 years. During this time, he witnessed firsthand successes and failures in pet grooming operations and service quality, while developing deep expertise.

Groom-at-the-Top will also employ an experienced managers and staff to manage admin operations. They will have a team of 5-6 members that will be overseeing and caring for the pets at all times during business hours.

### Success Factors

Groom-at-the-Top is uniquely qualified to succeed due to the following reasons:

- Groom-at-the-Top will fill a specific market niche in the growing community we are entering.
- Our location is in a above average income area within Orange County with diverse household needs which include pet grooming services.
- The management team has a track record of success in the dog grooming services business in Mission Viejo. This new location will be Groom-at-the-Top's second location.
- Groom-at-the-Top has a no cage philosophy, meaning pets will not be put into cages but instead will be offered a comfortable lounge bed when waiting for care services or to be picked up. Pets have different comfort levels of being in crates, and some may feel very negative anxiety from being in one, so being able to comfortably relax at any given point in the hands of Groom-at-the-Top is the top priority.
- Groom-at-the-Top will be using the best equipment and offer a selection of high-quality grooming products that will fit every need and condition.
- Many past customers who had dogs with severe anxiety to grooming shops, vets, etc., mentioned that their dogs seemed to feel less anxious and enjoyed their stay with Groom-at-the-Top staff.



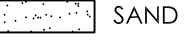
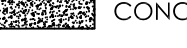
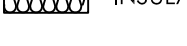
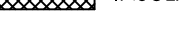
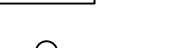
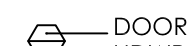
Groom-at-the-Top hopes to provide valuable services, care, and attention to this community. We look forward to your decision on the permit approvals and we eagerly await to begin the next step in our journey of bringing our charm of Groom-at-the-Top to Laguna Hills.



ABBREVIATIONS

|                                                                     |                                                                                                   |                                                                                                                                       |                                                                                                                                                                                                               |                                                                                                                                                         |                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| &<br>Ø<br>#<br>(E)                                                  | And<br>At<br>Diameter or Round<br>Pound or Number<br>Existing                                     | F.D.<br>F.E.<br>FIN.<br>FL.<br>FLASH.<br>FLUOR.<br>F.O.C.<br>F.O.F.<br>F.O.S.<br>FT.<br>FIG.                                          | Floor Drain<br>Fire Extinguisher<br>Finish<br>Floor<br>Flashing<br>Fluorescent<br>Face of Concrete<br>Face of Finish<br>Face of Studs<br>Fool or Feet<br>Footling                                             | PL.<br>PLYWD.<br>PR.<br>Q.T.<br>R.<br>RAD.<br>REF.<br>REFR.<br>RENIF.<br>REQ.<br>RM.                                                                    | Plate<br>Plywood<br>Pair<br>Quarry Tile<br>Riser<br>Radius<br>Reference<br>Refrigerator<br>Reinforced<br>Required<br>Room                                                                                                                                  |
| BD.<br>BLDG.<br>BLK.<br>BLKG.<br>BM.<br>BOT.                        | Board<br>Building<br>Block<br>Blocking<br>Beam<br>Bottom                                          | GA.<br>GALV.<br>GL.<br>GY.P.<br>H.C.<br>HDWD.<br>HDWE.<br>H.M.<br>HORIZ.<br>HR.<br>I.D.<br>INT.<br>JT.<br>KIT.<br>LAM.<br>LAV.<br>LT. | Gauge<br>Galvanized<br>Glass<br>Gypsum<br>Hollow Core<br>Hardwood<br>Hardware<br>Hollow Metal<br>Horizontal<br>Hour<br>Inside Diameter(Dim.)<br>Interior<br>Joint<br>Kitchen<br>Laminate<br>Lavatory<br>Light | S.<br>S.C.<br>SECT.<br>SH.<br>SHT.<br>SIM.<br>SPEC.<br>SQ.<br>SST.<br>S.SK.<br>STD.<br>STL.<br>SUSP.<br>T.&G.<br>THK.<br>T.V.<br>TYP.<br>UNF.<br>U.O.N. | South<br>Solid Core<br>Section<br>Shelf<br>Sheet<br>Similar<br>Specification<br>Square<br>Stainless Steel<br>Service Sink<br>Standard<br>Steel<br>Suspended<br>Tongue and Groove<br>Thick<br>Television<br>Typical<br>Unfinished<br>Unless Otherwise Noted |
| DBL.<br>DET.<br>DIA.<br>DIM.<br>DN.<br>DR.<br>DWR.<br>DWG.          | Double<br>Detail<br>Diameter<br>Dimension<br>Down<br>Door<br>Drawer<br>Drawing                    | MAX.<br>M.C.<br>MECH.<br>MET.<br>MFR.<br>MIN.<br>MSC.                                                                                 | Maximum<br>Medicine Cabinet<br>Mechanical<br>Metal<br>Manufacturer<br>Minimum<br>Miscellaneous                                                                                                                | W.<br>W/W.<br>W.C.<br>WD.<br>W/O.<br>WSCT.<br>WT.                                                                                                       | West<br>With<br>Water Closet<br>Wood<br>Without<br>Wainscot<br>Weight                                                                                                                                                                                      |
| E.<br>EA.<br>EL.<br>ELEC.<br>ELEV.<br>ENCL.<br>EQ.<br>EXST.<br>EXT. | East<br>Each<br>Elevation<br>Electrical<br>Elevator<br>Enclosure<br>Equal<br>Existing<br>Exterior | N.<br>N.I.C.<br>No. or #<br>NOM.<br>N.T.S.<br>O.C.<br>O.D.<br>OPNG.<br>PRCST.                                                         | North<br>Not In Contract<br>Number<br>Nominal<br>Not To Scale<br>On Center<br>Outside Diameter(Dim.)<br>Opening<br>Pre-Cast                                                                                   |                                                                                                                                                         |                                                                                                                                                                                                                                                            |
| F.A.                                                                | Fire Alarm                                                                                        |                                                                                                                                       | Pre-Cast                                                                                                                                                                                                      |                                                                                                                                                         |                                                                                                                                                                                                                                                            |

GRAPHIC SYMBOL & LEGEND

|                                                                                     |                               |                                                                                     |                                                                                                                   |
|-------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
|   | EARTH                         |   | CEILING-MOUNTED<br>FLUORESCENT LIGHT FIXTURE                                                                      |
|  | ROCK BASE                     |  | CEILING-MOUNTED<br>LIGHT FIXTURE W/EXHAUST FAN-5<br>(AIR CHANGE TO OUTSIDE AIR PER<br>1 HR. VIA BACKDROP DAMPER.) |
|  | SAND                          |  | WALL SURFACE-MOUNTED LIGHT<br>(STAIR)                                                                             |
|  | CONCRETE                      |  | SURFACE-MOUNTED FLUORESCENT                                                                                       |
|  | BRICK                         |  | 2'x4' KITCHEN FLUORESCENT                                                                                         |
|  | CONCRETE BLOCK                |  | FIRE SPRINKLER HEAD                                                                                               |
|  | STONE                         |  | RECESSED LIGHTING                                                                                                 |
|  | STEEL SECTION                 |  | EXIT LIGHT                                                                                                        |
|  | INSULATION, BATT              |  | EXIT LIGHT                                                                                                        |
|  | INSULATION, RIGID             |  | EXHAUST FAN                                                                                                       |
|  | CERAMIC TILE                  |  | SMOKE DETECTOR                                                                                                    |
|  | PRECAST CONCRETE              |  | FLUORESCENT STRIP FIXTURE                                                                                         |
|  | COLUMN LINE                   |  | RECESSED LIGHTING (FLUORESCENT)                                                                                   |
|  | DETAIL NUMBER<br>SHEET NUMBER |                                                                                     |                                                                                                                   |
|  | DOOR MARK<br>HDWR. NUMBER     |                                                                                     |                                                                                                                   |

MUNICIPAL REVIEW

CITY OF LAGUNA HILLS BUILDING & SAFETY  
24035 EL TORO RD LAGUNA HILLS, CA 92653 949-707-2627

ORANGE COUNTY FIRE DEPARTMENT:  
1 FIRE AUTHORITY RD IRVINE, CA 92602 714-573-6100

TENANT IMPROVEMENT  
PET GROOMING SHOP  
GROOM AT THE TOP  
26548 MOULTON PARKWAY # F  
LAGUNA HILLS, CA 92653

GENERAL NOTES

CONSTRUCTION NOTES

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES OR ERRORS BEFORE PROCEEDING WITH THE WORK.
- ALL MATERIALS AND WORK SHALL CONFORM TO ALL GOVERNING AGENCIES AND APPLICABLE CODES.
- CONTRACTOR TO WALK JOB AND INSPECT ALL CONDITIONS BEFORE DEMOLITION.
- ALL SAVEABLE ITEMS SUCH AS DOWNLIGHTS, SWITCHES, PLATES, CAPS, DOORS, ETC. EITHER TO BE REUSED OR SAVED BY OWNER.
- ALL ABANDONED ELECTRIC AND TELEPHONE OUTLETS TO BE CAPPED.
- SPECIFIC DETAILS AND NOTES SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND DETAILS.
- CONTRACTOR SHALL PROVIDE RECORD DRAWINGS TO THE ARCHITECT FOR OWNER USE.
- CONTRACTOR TO NOTIFY THE OWNER & ARCHITECT OF ANY OMISSIONS, DISCREPANCIES, AND/OR CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.
- CONTRACTOR'S BID SHALL INCLUDE ALL AFTER HOUR WORK SUCH AS CORING, PAINTING, ETC.
- PROVIDE FIRE DAMPERS AT FIRE RATED WALL PER CODE.
- CONTRACTOR TO PROVIDE PROTECTION OF BUILDING IN THE PATH OF TRAVEL (FLOOR, WALL AND CEILING) TO AND FROM HIS WORK AREA.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND COORDINATION OF SUBCONTRACTOR'S WORK TO SECURE COMPLIANCE OF DRAWINGS AND SPECIFICATIONS, THE ACCURATE LOCATION OF STRUCTURAL MEMBERS, AND OPENINGS FOR MECHANICAL, ELECTRICAL, AND MISCELLANEOUS EQUIPMENT. SUMMIT SHOP DRAWINGS AND CATALOGS OF EQUIPMENT AS REQUIRED.
- CONTRACTOR SHALL VERIFY SIZES AND LOCATIONS OF ALL OPENINGS FOR MECHANICAL EQUIPMENT WITH MECHANICAL CONTRACTOR BEFORE PROCEEDING WITH THE WORK.
- PROVIDE ALL ACCESS PANELS AS REQUIRED. LOCATION AND TYPE SHALL BE APPROVED BY ARCHITECT PRIOR TO OBTAINING AND INSTALLING.
- DOORS NOT LOCATED BY DIMENSIONS SHALL BE CENTERED IN WALL OR SHALL BE LOCATED FIVE INCHES FROM FINISH WALL TO EDGE OF DOOR BUCK.
- ALL TRADES SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR WORK.
- CONTRACTOR SHALL COMPARE CAREFULLY THE LINES AND LEVELS SHOWN ON DRAWINGS WITH EXISTING LEVELS FOR THE LOCATION AND CONSTRUCTION OF THE WORK AND SHALL CALL ARCHITECT'S ATTENTION TO ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
- CONTRACTOR SHALL FURNISH AND MAINTAIN TEMPORARY SANITATION FACILITIES AS REQUIRED DURING CONSTRUCTION.
- BRACING AND TEMPORARY SUPPORTS SHALL BE PROVIDED AS REQUIRED TO HOLD THE WORK SECURELY IN PLACE, AND TO SUSTAIN ALL LOADS THAT MAY OCCUR DURING ERECTION AND UNTIL SUBSEQUENT CONSTRUCTION IS ADEQUATE TO REPLACE TEMPORARY BRACING.
- CONTRACTOR SHALL PROVIDE AND INSTALL ALL STIFFENERS, BRACINGS, BACK-UP PLATES AND SUPPORTING BRACKETS REQUIRED FOR INSTALLATION OF ALL CASEWORK AND OF ALL WALL MOUNTED OR SUSPENDED MECHANICAL, ELECTRICAL OR MISCELLANEOUS EQUIPMENTS.
- RAIN WATER SHALL NOT FLOW ACROSS PUBLIC SIDEWALKS, BUT SHALL BE PIPED THROUGH THE CURB TO THE GUTTER, SPILL OUT ONTO SPLASHBLOCKS IN PLANTED AREAS, OR PIPED TO THE AREA DRAIN SYSTEM.
- AN APPROVED SEISMIC GAS SHUTOFF VALVE WILL BE INSTALLED ON THE GAS LINE ON THE DOWN STREAM SIDE OF THE UTILITY METER AND BE RIGIDLY CONNECTED TO THE EXTERIOR OF THE BUILDING OR STRUCTURE CONTAINING THE FUEL GAS PIPING.
- PROVIDE LOW CONSUMPTION WATER CLOSETS FOR ALL NEW CONSTRUCTION. EXISTING SHOWER HEADS AND TOILETS MUST BE ADAPTED FOR LOW WATER CONSUMPTION.
- THE BUILDING DESIGN MEETS THE CURRENT REQUIREMENTS OF TITLE 24, PART 2, CHAPTER 2-53. INSULATION INSTALLER SHALL POST IN CONSPICUOUS LOCATION IN THE BUILDING A CERTIFICATE SIGNED BY THE INSTALLER AND BUILDER STATING THAT THE INSTALLATION CONFORMS WITH THE REQUIREMENTS OF TITLE 24, CHAPTER 2-53 AND THAT THE MATERIAL INSTALLED COFORM WITH THE REQUIREMENTS OF TITLE 20, CHAPTER 2, SUBCHAPTER 4, ARTICLE 3.
- CONCENTRATED DRAINAGE SHALL BE DISCHARGED INTO AN APPROVED LOCATION. DRAINAGE IS REQUIRED INTO STREET, NATURAL WATERCOURSE OR OTHER APPROVED LOCATION.
- PROVIDE AN APPROVED GRAFFITI-RESISTANT FINISH FOR THE FIRST NINE FEET OF EXTERIOR WALLS.
- IF ADVERSE SOIL CONDITIONS ARE ENCOUNTERED, A SOILS INVESTGATION REPORT MAY BE REQUIRED.

CODE REVIEW INFORMATION

|                             |                                       |
|-----------------------------|---------------------------------------|
| 1. BUILDING AND STRUCTURAL  | CALIFORNIA BUILDING CODE 2019         |
| 2. PLUMBING                 | CALIFORNIA PLUMBING CODE 2019         |
| 3. MECHANICAL               | CALIFORNIA MECHANICAL CODE 2019       |
| 4. ELECTRICAL               | CALIFORNIA ELECTRICAL CODE 2019       |
| 5. ENERGY                   | TITLE 24 CURRENT EDITION              |
| 6. FIRE PROTECTION          | CALIFORNIA FIRE CODE 2019             |
| 7. HANDICAPPED REQUIREMENTS | STATE OF CALIFORNIA/ CURRENT EDITION  |
| 8. HEALTH CODES             | LOCAL CITY, COUNTY AND STATE/ CURRENT |

ACCESSIBILITY REQUIREMENTS ARE BASED ON CBC Ch. 11B ONLY. NO ADA REQUIREMENTS ARE CHECKED OR ADDRESSED. IT IS THE SOLE RESPONSIBILITY OF THE ARCHITECT/ENGINEER OF THE RECORD TO COMPLY WITH ADA REQUIREMENTS.

FIRE NOTES

- A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. FLUSH BOLTS OR SURFACE BOLTS ARE PROHIBITED.
- EXIT SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH LIGHT HAVING INTENSITY OF NOT LESS THAN 1 FOOTCANDLE AT FLOOR LEVEL.
- EXIT ILLUMINATION SHALL COMPLY WITH SECTION 93.064 OF THE ELECTRICAL CODE.
- EXIT SIGN SHALL BE INSTALLED AT REQUIRED EXIT DOORWAYS AND WHERE OTHERWISE NECESSARY TO CLEARLY INDICATE THE DIRECTION OF EGRESS. EXCEPTION; MAIN EXTERIOR EXIT DOORS WHICH OBVIOUSLY AND CLEARLY ARE IDENTIFIABLE AS EXITS NEED NOT BE SIGNED WHEN APPROVED BY THE BUILDING OFFICIAL.
- WHEN NECESSARY, THE FINAL LOCATION AND QUANTITY OF EXIT SIGN SHALL BE DETERMINED BY THE FIRE DEPARTMENT PRIOR TO CONSTRUCTION OF ANY WORK.
- THE COLOR AND DESIGN OF LETTERING, ARROWS AND OTHER SYMBOLS SHALL BE IN HIGH CONTRAST WITH THEIR BACKGROUND. WORD ON THE SIGN SHALL BE IN BLOCK LETTER 6" IN HEIGHT WITH A STROKE OF NOT LESS THAN 3/4".
- PROVIDE A POTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A 10 BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTION OF THE BUILDING, AND AS REQUIRED BY FIRE INSPECTOR.
- ANY DECORATIONS USED SHALL BE NON-CONBUSTIBLE OR FLAME PROOFED
  - INTERIOR WALL AND CEILING FINISH FOR STORE/ROOMS SHALL NOT EXCEED A FLAME SPREAD CLASSIFICATION OF 200 (CLASS III)
  - INTERIOR WALL AND CEILING FINISH FOR EXIT CORRIDOR SHALL NOT EXCEED A FLAME SPREAD CLASSIFICATION OF 75 (CLASSII)
  - INTERIOR WALL AND CEILING FINISH FOR ENCLOSED STAIR SHALL NOT EXCEED A FLAME SPREAD CLASSIFICATION OF 25 (CLASS I)
- POST A SIGN ADJACENT TO THE REQUIRED MAIN EXIT DOOR WITH 1" LETTERING STATING "THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED."
- EXIT DOORWAYS SHALL BE NOT LESS THAN 3'-0" x 6'-8". PROJECTIONS, INCLUDING PANIC HARDWARE, SHALL NOT REDUCE THE OPENING TO LESS THAN 32" CLEAR WIDTH.

FIRE PREVENTION NOTES

- BEFORE MAKING A REQUEST FOR FINAL FIRE INSPECTION, PLEASE READ AND COMPLY WITH THE APPLICABLE RCFPD NOTES.
- A FIRE INSPECTION AND FINAL APPROVAL IS REQUIRED BEFORE THE BUILDING DEPARTMENT WILL ACCEPT A BUILDING FINAL INSPECTION REQUEST. PLEASE CALL FIRE CONSTRUCTION SERVICES (FCS) TO REQUEST ALL FIRE INSPECTIONS AT 562-570-2528
- A KNOX BOX MUST EXIST ON THE BUILDING OR A KNOX NOX MUST BE PURCHASED AND INSTALLED IN ACCORDANCE WITH RCFPD POLICY BEFORE FINAL INSPECTION.
- THE KEY TO THE BUILDING OR SUITE MUST BE GIVEN TO THE FIRE INSPECTOR AT THE TIME OF FINAL INSPECTION. THE KEY WILL BE LOCKED IN THE KNOX BOX FOR FIRE DEPARTMENT EMERGENCY ACCESS.
- FIRE EXTINGUISHERS MUST BE INSTALLED PER RCFPD FIRE EXTINGUISHER POLICY. START THE PLACEMENT OF FIRE EXTINGUISHER NEAR THE EXTERIOR EXIT DOORS. MOUNT THE FIRE EXTINGUISHER IN A VISIBLE AND ACCESSIBLE LOCATION, 3 1/2' TO 5' ABOVE THE FINISH FLOOR TO THE HANDLE. BUILDINGS WITH MULTIPLE FLOORS MUST HAVE AT LEAST ONE FIRE EXTINGUISHER PER FLOOR.
  - LIGHT HAZARD (OFFICES, CLASSROOMS, CHURCHES, ASSEMBLY ROOMS, RESIDENTIAL) OCCUPANCIES REQUIRE "2A10BC" FIRE EXTINGUISHERS. THE MAXIMUM COVERAGE AREA IS 5,000SQ.FT PER EXTINGUISHER AND THE MAXIMUM TRAVEL DISTANCE IS 75'
  - ORDINARY HAZARD (RETAIL STORAGE AND DISPLAY, LIGHT MANUFACTURING, WAREHOUSES WITHOUT HPS) OCCUPANCIES REQUIRE "3A40BC" FIRE EXTINGUISHERS. THE MAXIMUM COVERAGE AREA IS 3,000 SQ.FT PER EXTINGUISHER AND THE MAXIMUM TRAVEL DISTANCE IS 75'
  - EXTRA HAZARD (AUTO REPAIR, WAREHOUSING WITH HPS, FLAMMABLE LIQUID USAGE) OCCUPANCIES REQUIRE "4A60BC" FIRE EXTINGUISHERS. THE MAXIMUM COVERAGE AREA IS 4,000SQ.FT PER EXTINGUISHER AND THE MAXIMUM TRAVEL DISTANCE IS 50'.
  - COMMERCIAL KITCHENS REQUIRE "K" FIRE EXTINGUISHERS WITH A MAXIMUM TRAVEL DISTANCE OF 30'
- A CARPET CERTIFICATE MUST BE PRESENTED TO THE FIRE INSPECTOR UPON FINAL INSPECTION FOR NON-SPRINKLERED BUILDINGS AND BUILDINGS OTHER THAN A "B" OCCUPANCY. THE CARPET MUST MEET A MINIMUM FIRE RETARDANT CLASSIFICATION OF CLASS II OR BETTER BASED ON THE OCCUPANCY AND THE LOCATION OF THE CARPET INSTALLATION WITH IN THE BUILDING.
- A FCS BUILDING AND CONTACT INFORMATION FORM MUST BE FILLED OUT BY THE OCCUPANT/OWNER PRIOR TO FINAL INSPECTION AND BE PROVIDED TO THE FIRE INSPECTOR. THE FORM IS AVAILABLE FROM THE FIRE CONSTRUCTION SERVICES (FCS) COUNTER.
- THE FIRE SPRINKLER SYSTEM MODIFICATIONS REQUIRE A SEPARATE PLAN CHECK SUBMITTAL AND APPROVAL. WORK SHALL NOT COMMENCE UNTIL A PERMIT IS OBTAINED. INSPECTION OF THE ROUGH PIPING MUST BE PERFORMED PRIOR TO CONCEALMENT; A LIFT IS REQUIRED FOR MOST INSPECTIONS. CEILING TILES MUST NOT BE INSTALLED UNLESS APPROVED BY THE FIRE INSPECTOR.
- THE FIRE ALARM AND/OR FIRE SPRINKLER MONITORING MODIFICATIONS REQUIRE A SEPARATE PLAN CHECK SUBMITTAL AND APPROVAL. WORK SHALL NOT COMMENCE UNTIL A PERMIT IS OBTAINED.
- IF AS-BUILT PLANS ARE REQUIRED, ADDITIONAL FEES WILL BE DUE FOR THE REVIEW OF THE AS-BUILT PLANS.
- THE GENERAL CONTRACTOR, THE OWNER OR THE TENANT MUST CONFIRM THAT THE 5-YEAR CERTIFICATION OF THE FIRE SPRINKLER SYSTEM IS CURRENT. IF THE SYSTEM IS NOT CERTIFIED, THE RESPONSIBLE PARTY MUST CONTACT A QUALIFIED COMPANY. PRIOR TO FINAL INSPECTION, TO CERTIFY THE SYSTEM, THE SYSTEM RISER MUST BEAR THE LABEL OF THE COMPANY THAT HAS ISSUED THE FIVE-YEAR CERTIFICATION. THE 5-YEAR CERTIFICATION MUST BE IN ACCORDANCE TO THE RCFPD STANDARDS. THE SPRINKLERCONTRACTOR MUST CONTACT THE FIRE SAFETY DIVISION AT (909) 477-2770 FOR THE REQUIRED FORMS.
- THE SUITE ADDRESS DESIGNATION MUST BE INSTALLED ON OR NEAR ALL EXTERIOR DOORS OF THE SUITE IN 3-INCH HIGH NUMBERS OR LETTERS CONTRASTING THE BACKGROUND.

VICINITY MAP

26548 MOULTON PARKWAY #F  
LAGUNA HILLS, CA



Map data ©2021

LEGAL DESCRIPTION:ABBREVIATED DESCRIPTION: P BK 129 PG 46 PAR 1 PARCEL MAP 129-46 PAR 1 POR OF PAR

PROJECT DATA

|                                                                                                    |   |             |
|----------------------------------------------------------------------------------------------------|---|-------------|
| LOT SIZE                                                                                           | : | 9.87 AC.    |
| BUILDING SIZE                                                                                      | : | 83799 SQFT  |
| PROJECT SITE,GROOMING SHOP :                                                                       | : | 1,089 S.F.  |
| OCCUPANCY                                                                                          | : | GROUP B     |
| TYPE OF CONSTRUCTION                                                                               | : | V-B         |
| NO. OF STORY                                                                                       | : | 1 STORY     |
| FOUNDATION                                                                                         | : | CONCRETE    |
| EXT. WALL                                                                                          | : | WOOD/STUCCO |
| PARKING                                                                                            | : | 688 SPACES  |
| LEGAL DESCRIPTION:ABBREVIATED DESCRIPTION: P BK 129 PG 46 PAR 1 PARCEL MAP 129-46 PAR 1 POR OF PAR |   |             |
| APN.                                                                                               | : | 625-221-01  |
| PROPOSED PROJECT AREA                                                                              | : | 1089 S.F.   |
| YEAR BUILT                                                                                         | : | 1982        |

OCCUPANT LOAD ANALYSIS  
RECEPTION: 123.3 S.F. / 15 = 8.22  
WORK SPACE: 778.5 S.F./200=3.89  
STORAGE: 79.5 S.F./200 =0.3  
RESTROOM:57.5 S.F./100=0.5  
TOTAL OCC. LOAD = 12.91  
FIRE SPRINKLERS: YES

SCOPE OF WORK : TENANT IMPROVEMENT

DRAWING INDEX

|               |                                           |                                                 |
|---------------|-------------------------------------------|-------------------------------------------------|
| A-0           | COVER SHEET                               | TENANT: HYUN KYUN KIM                           |
| A-1           | SITE PLAN                                 | 949-302-2519                                    |
| A-2           | PROPOSED FLOOR PLAN                       | Structure Engineer : JUNTAE PARK                |
| A-3           | SECTION/ELVATION                          | 213-258-8451                                    |
| A-4           | REFLECTED CEILING PLAN<br>FINISH SCHEDULE | M.E.P Engineer<br>Perfect Design - 626-289-8808 |
| A-5           | H/C REST ROOM & DETAIL                    |                                                 |
| A-6           | DETAIL                                    |                                                 |
| A-7           | O.C.F.A. Note                             |                                                 |
| S-1           | STRUCTURE PLAN                            |                                                 |
| Plumbing Plan |                                           |                                                 |
| Title 24      |                                           |                                                 |

| REVISIONS | DATE | NO. | ISSUED FOR | DATE | Owner / ADDRESS                                                                      | DESIGNER                                                                                                                                                                    | PROJECT                                                          | GENERAL NOTES<br>PROJECT INFORMATION |
|-----------|------|-----|------------|------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------|
|           |      |     |            |      | HYUN KYUN KIM<br>949-302-2519                                                        | <br> | GROOM AT THE TOP<br>26548 MOULTON PARKWAY #F<br>LAGUNA HILLS, CA |                                      |
|           |      |     |            |      |  |                                                                                                                                                                             | SHEET TITLE                                                      |                                      |
|           |      |     |            |      |                                                                                      |                                                                                                                                                                             | PROJECT NO                                                       |                                      |
|           |      |     |            |      |                                                                                      |                                                                                                                                                                             | SHEET NO.                                                        |                                      |
|           |      |     |            |      |                                                                                      |                                                                                                                                                                             | DATE                                                             |                                      |
|           |      |     |            |      |                                                                                      |                                                                                                                                                                             | DRAWN BY                                                         |                                      |
|           |      |     |            |      |                                                                                      |                                                                                                                                                                             | CHECKED BY                                                       |                                      |

05/ 23/ 21

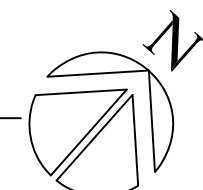
A-0



HEIGHT 33'-0"



SCALE: 1'-0" =  $\frac{1}{40}$ "



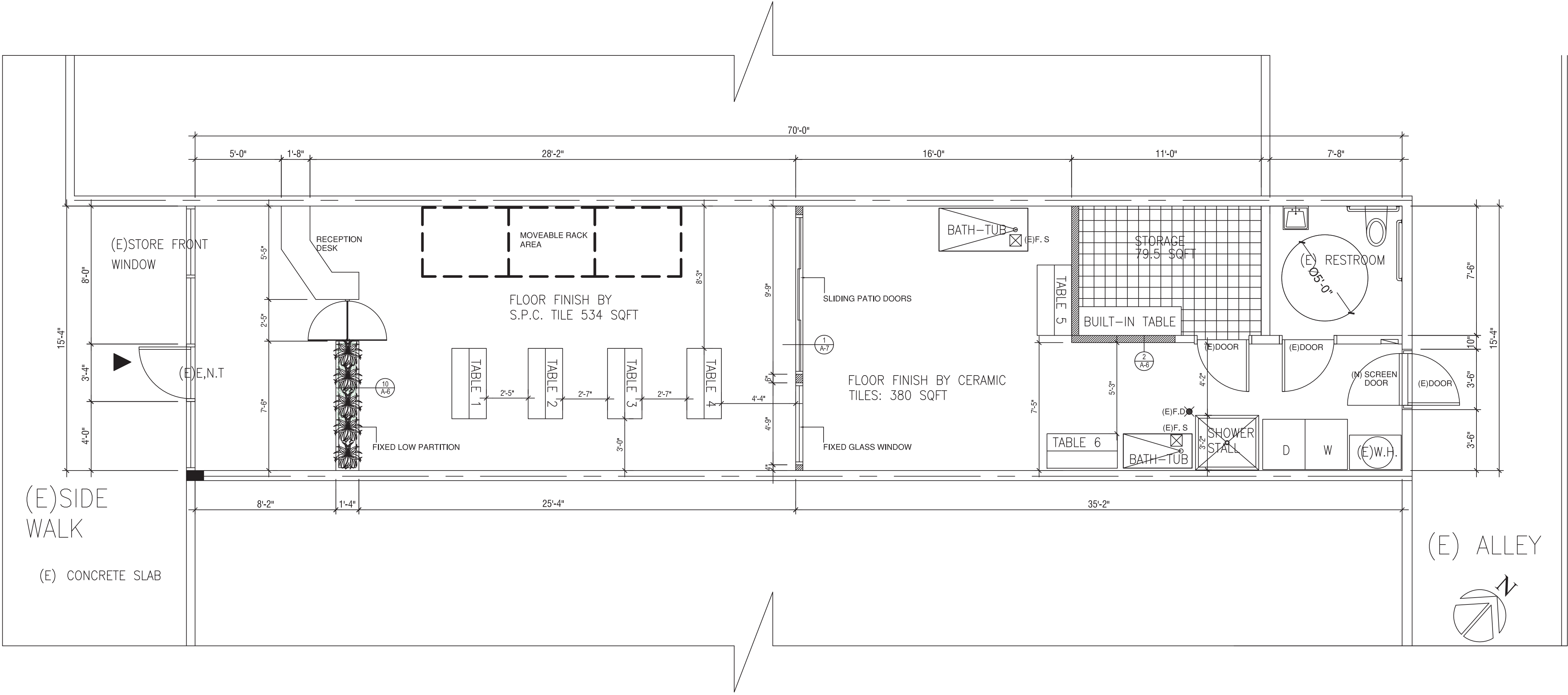
GROOM AT THE TOP  
26548 MOULTON PARKWAY  
LAGUNA HILLS, CA

**SHEET NO.:**

**A-1**

Attachment: Attachment C – Site Plan/Floor Plan (2661 : Conditional Use Permit No. 0077-2021)





| LEGEND                                       |             |            |
|----------------------------------------------|-------------|------------|
| (E) EXISTING                                 | FLOOR DRAIN | FLOOR SINK |
| (N) NEW                                      |             |            |
| (E) EXIST'G DEMISING WALL TO BE REMAIN       |             |            |
| (E) EXIST'G WALL TO BE REMAIN                |             |            |
| (E) EXIST'G STORE FRONT                      |             |            |
| W/ ALUM. FRAMED & TEMP. GLASS                |             |            |
| (N) NEW WALL, 3 5/8"x 20GA. METAL STUDS      |             |            |
| W/CYP BD.66"ABOVE CEILING LINE.              |             |            |
| (E) PLUMBING WALL, 4 7/8"x16 GA. STUDS       |             |            |
| Ø 16" O.C. W/ 1/2"THK CYP BD. ON BOTH SIDES. |             |            |

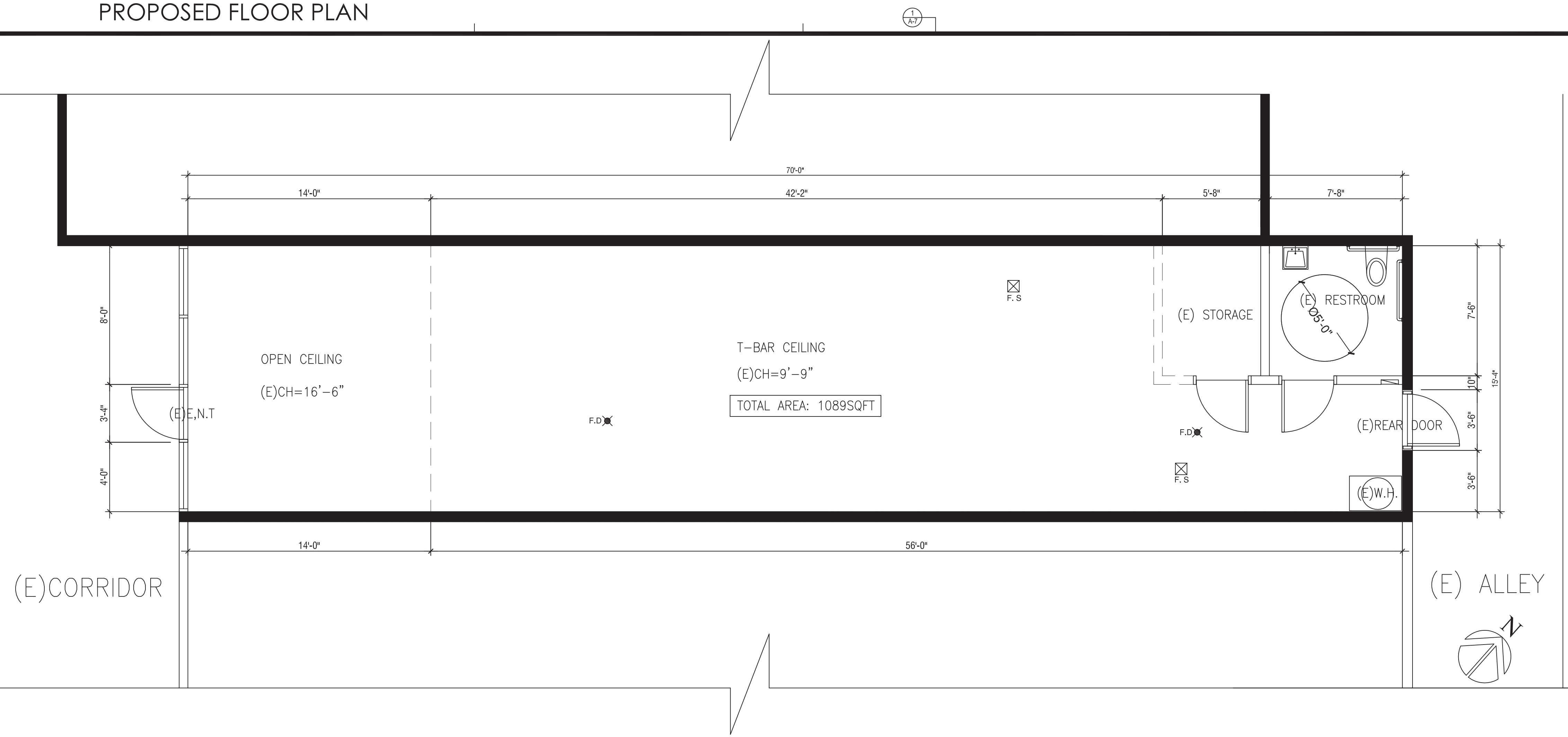
DOOR NOTES:  
1. EXISTING DOOR SHALL BE OPENABLE FROM INSIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.  
2. PROVIDE ILLUMINATED ?T?SIGN PER2016 CBC1011.1-BATTERY BACK UP 90 MIN.  
3. LIMIT THRESHOLD =1/4"MAX. LOWER 10"OF THE DOOR SHALL BE SMOOTH PLANE SURFACE.

THE CASHIER COUNTER FOR H/C ACCESSIBILITY SHALL HAVE A HEIGHT OF 28"-34" MAX. A.F.F. AND 36" WIDTH MIN.

- FLOOR DRAIN
- FLOOR SINK

| REVISIONS |  | DATE |  | NO. |  | ISSUED FOR |  | DATE |  | OWNER / ADDRESS               |  | DESIGNER                                                                  |  | PROJECT                                                         |  | SHEET TITLE         |  | PROJECT NO |  | SHEET NO. |  |
|-----------|--|------|--|-----|--|------------|--|------|--|-------------------------------|--|---------------------------------------------------------------------------|--|-----------------------------------------------------------------|--|---------------------|--|------------|--|-----------|--|
|           |  |      |  |     |  |            |  |      |  | HYUN KYUN HAN<br>949-302-2519 |  | JUNIAE PARK<br>No. 65104<br>Exp. 09-30-21<br>CIVIL<br>STATE OF CALIFORNIA |  | GROOM AT THE TOP<br>26548 MULTON PARKWAY #F<br>LAGUNA HILLS, CA |  | PROPOSED FLOOR PLAN |  | 05/ 15/ 20 |  | A-2       |  |

Attachment: Attachment C - Site PlanFloor Plan (2661 : Conditional Use Permit No. 0077-2021)



| DESIGNER                                                                  |  | PROJECT                                                         |  | SHEET TITLE         |  | PROJECT NO |  | SHEET NO. |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------|--|---------------------|--|------------|--|-----------|--|
| JUNIAE PARK<br>No. 65104<br>Exp. 09-30-21<br>CIVIL<br>STATE OF CALIFORNIA |  | GROOM AT THE TOP<br>26548 MULTON PARKWAY #F<br>LAGUNA HILLS, CA |  | PROPOSED FLOOR PLAN |  | 05/ 15/ 20 |  | A-2       |  |

Packet Pg. 319

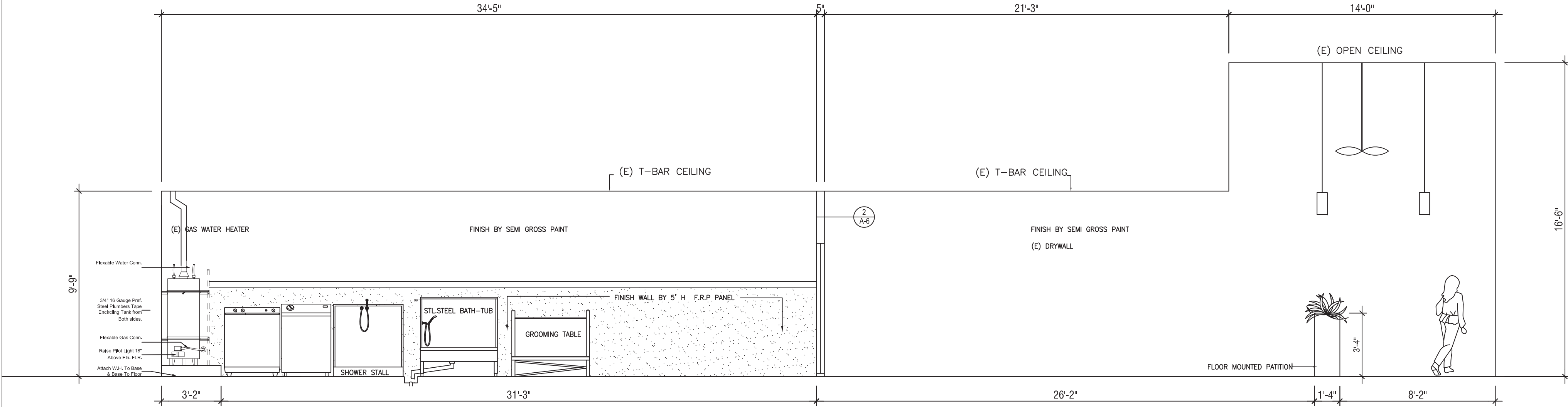


OCCUPANT LOAD ANALYSIS  
BEAUTY SHOP: 2,400 S.F. / 100 = 24.00 OCC.

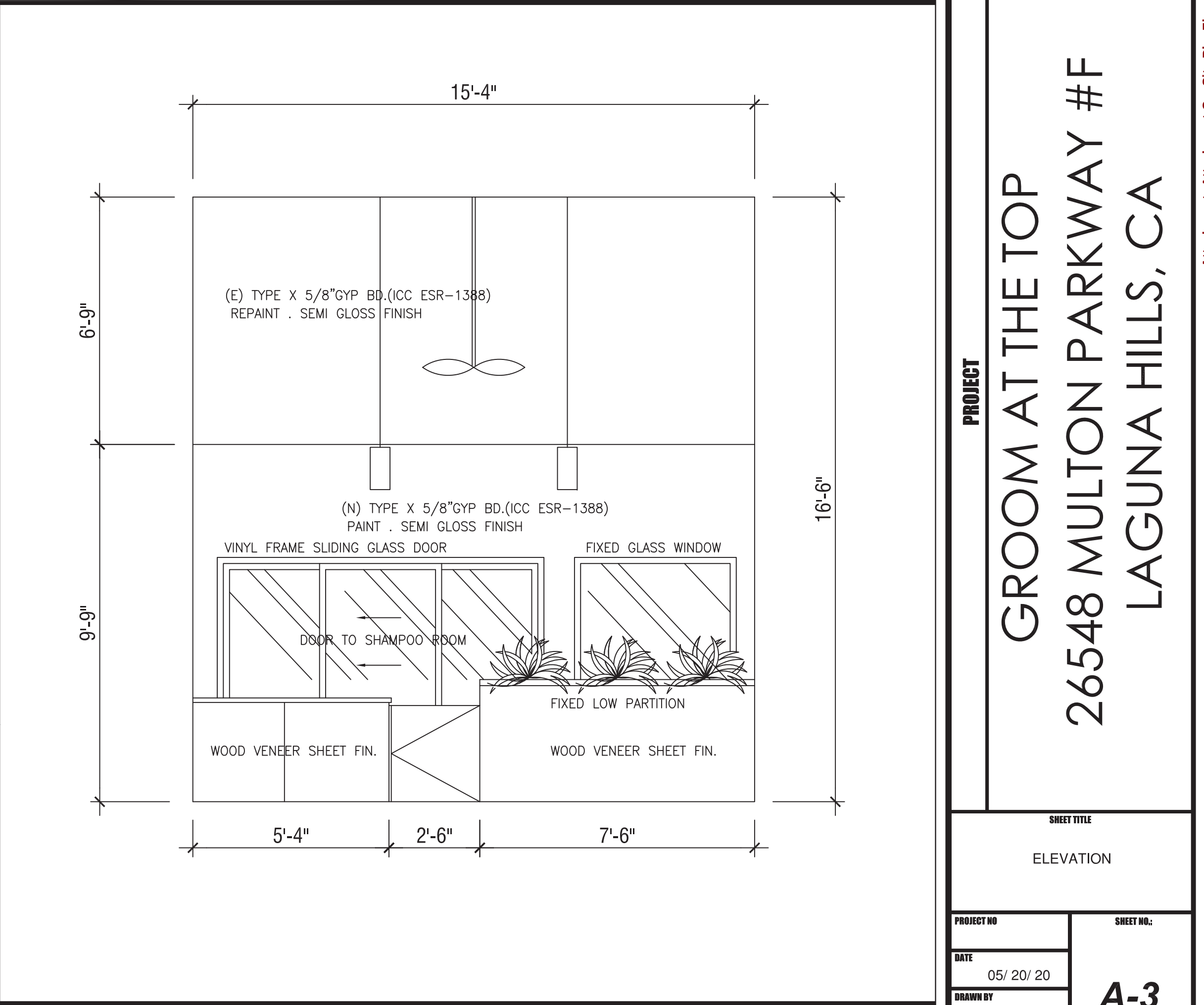
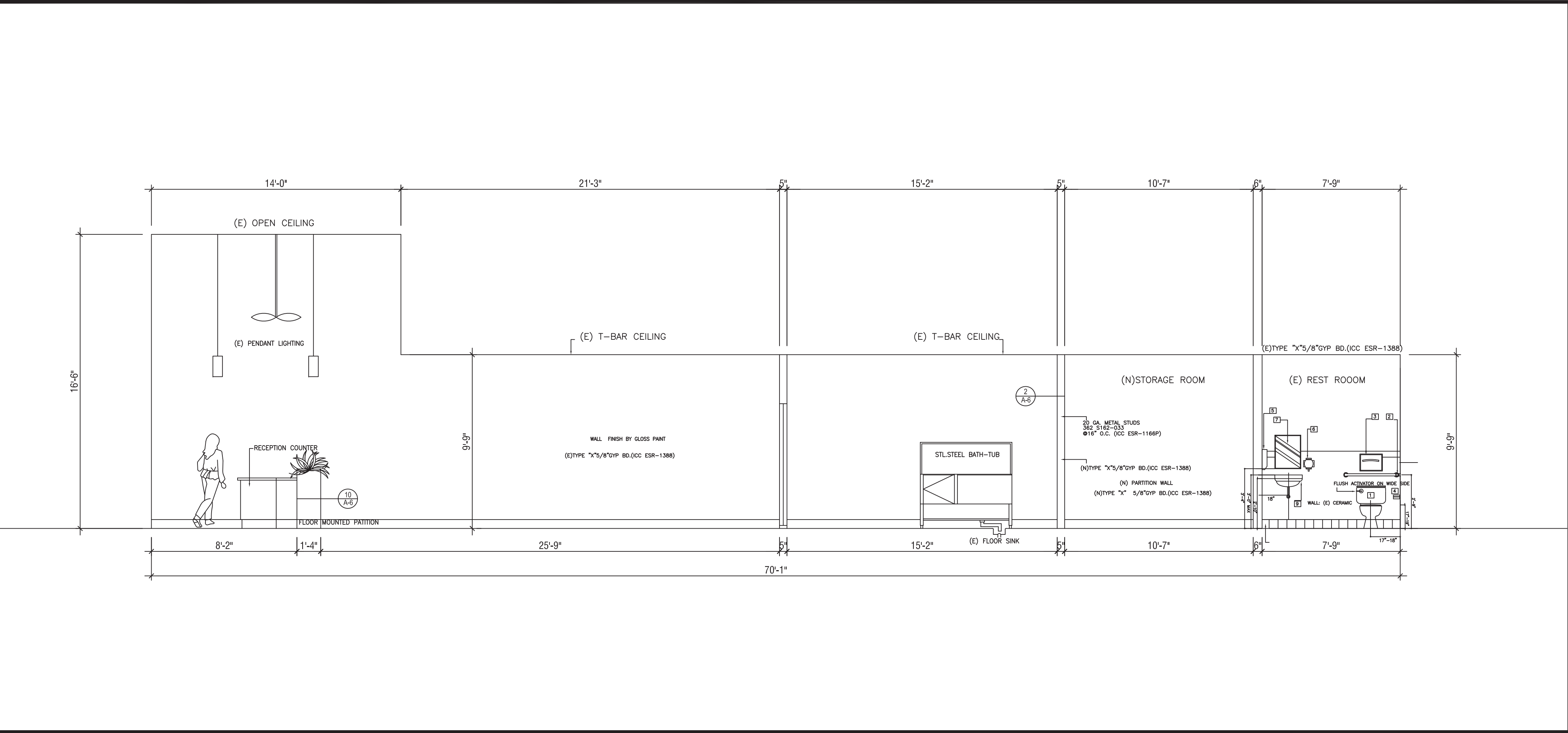
NOTE: BUSINESS HOUR 9:00 - 5:00

MAXIMUM NUMBER OF EMPLOYEE  
PER BUSIEST SHIFT : 4 MAX.

- EXIT SIGNAGE**
1. PROVIDE OVERHEAD AND TACTILE EXIT SIGNS AS MARKED ON THE PLANS.  
EXIT SIGNS ARE REQUIRED WHEN 2 OR MORE EXITS ARE REQUIRED.  
EXIT SIGNS INSTALLED SUCH THAT NO POINT IN A ROOM OR AREA IS MORE THAN 100' FROM THE NEAREST VISIBLE EXIT SIGN. (CBC 1013.1 & 1013.4)
2. THE MEANS OF EGRESS SYSTEM SHALL BE ILLUMINATED AT ALL TIMES THE ROOM OR SPACE IS OCCUPIED WITH AT LEAST ONE FOOT CANDLE AT THE FLOOR LEVEL. (CBC 1008.2 & 1008.2.1)
3. SHOW TWO SOURCES OF POWER FOR MEANS OF EGRESS SIGNAGE. PROVIDE A SEPARATE SOURCE OF POWER FOR EXIT SIGN ILLUMINATION. (CBC 1006.3 & 1011.6.3)
- MEANS OF EGRESS NOTE**
- ALL EXIT DOORS SHALL COMPLY WITHSECTION 1008-1008.1  
A. CLEAR WIDTH OF EACH DOOR OPENING SHALL BE MIN. 32" OR PER SEC. 1005.1, WHICHEVER IS GREATER  
B. MIN. DOOR HEIGHT OF 6'-8"  
C. SHALL BE CAPABLE OF OPENING 90 DEGREES.  
D. THE MAXIMUM WIDTH OF A SWINGING DOOR LEAF SHALL BE 48" NOMINAL.  
E. EXIT DOOR SHALL BE SIDE-HINGED SQINGING TYPE



|   |                      |                   |   |                     |                   |
|---|----------------------|-------------------|---|---------------------|-------------------|
| 4 | (E)RESTROOM ELEATION | SCALE: 1/2"=1'-0" | 3 | EAST SIDE ELEVATION | SCALE: 3/8"=1'-0" |
|---|----------------------|-------------------|---|---------------------|-------------------|



|   |                     |                   |   |                      |                   |
|---|---------------------|-------------------|---|----------------------|-------------------|
| 1 | WEST SIDE ELEVATION | SCALE: 3/8"=1'-0" | 2 | NORTH SIDE ELEVATION | SCALE: 3/8"=1'-0" |
|---|---------------------|-------------------|---|----------------------|-------------------|

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# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021  
**TO:** Mayor and Council Members  
**FROM:** Kenneth H. Rosenfield P.E.  
Interim City Manager/Director of Public Services  
**ISSUE:** County of Orange Redistricting Plan 2021

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**RECOMMENDATION:** That the City Council adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California, requesting continuous Orange County Supervisorial District Representation for the City of Laguna Hills with all cities in the current Supervisorial 5th District.”

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#### **SUMMARY:**

At the November 9, 2021, City Council meeting, the City Council discussed the 2021 Orange County Redistricting Plan and numerous proposed Supervisorial District maps as necessitated by the results of the 2020 Census and requirements of State Law. At that meeting, the City Council directed Staff to prepare a letter to the Orange County Board of Supervisors in support of the “Proposal 2A Map”, along with returning to the City Council with a Resolution requesting contiguous Orange County Supervisorial District representation for the City of Laguna Hills and all of the cities in the current 5<sup>th</sup> Supervisorial District. A letter in support of the Proposal 2A Map was sent to the Orange County Board of Supervisors on November 15, 2021, prior to their latest Board vote on this matter on November 16, 2021. Additional redistricting maps were produced in the interim period and, at the November 16, 2021, Board of Supervisors meeting, the Board considered all maps presented and reduced their selection options to only maps labeled 4C-1 and 5A-1. Subsequent to that action, the Board asked for further revisions to those maps as detailed herein. The Board is scheduled to take further action on this matter at the 1:00 pm, November 22, 2021, Board meeting. Nonetheless, the intent of the City

Council Resolution is still relevant and will be presented to the Board prior to their final adoption of the final selected redistricting of County Board of Supervisors' Districts.

**BACKGROUND:**

The Orange County Board of Supervisors has met numerous times to consider thirteen (13) Proposal Maps for new Supervisorial districts, in response to the results of the 2020 census and requirements of State law. At the November 9, 2021, City Council meeting, the City Council discussed the 2021 Orange County Redistricting Plan and numerous proposed Supervisorial District maps. The City Council directed Staff to prepare a letter to the Orange County Board of Supervisors in support of the "Proposal 2A Map", along with returning to the City Council with a Resolution requesting contiguous Orange County Supervisorial District representation for the City of Laguna Hills and all of the cities in the current 5th Supervisorial District.

A City Council letter in support of the Proposal 2A Map was delivered to the Orange County Board of Supervisors on November 15, 2021, prior to their latest Board vote on this matter on November 16, 2021. As of November 16, 2021, the number of Proposal Maps has been reduced by the Board to two (2) maps; the Proposal 2A Map is no longer under consideration for adoption. The two remaining maps consist of the Proposal 4C-1 Map which splits Laguna Hills into thirds, with the northerly and southerly areas being assigned to Supervisorial District 5 and the central area being assigned to Supervisorial District 3. The remaining map under consideration, the Proposal 5A-1 Map, places Laguna Hills into Supervisorial District 5 which, in this plan, is a "coastal district". Both remaining Proposal Maps under consideration by the Orange County Board of Supervisors segregate south Orange County into two different Supervisorial Districts. Current redistricting map options 4C-1 and 5A-1 are attached. The maps have been annotated in red pen to reflect the City of Laguna Hills' boundary.

Subsequent to the Board meeting, on November 17, 2021, Supervisor Lisa Bartlett shared the following information. "Thank you to everyone who has reached out to me regarding the timeline for moving forward with the redistricting process. As you may know, the Board discussed the redistricting process in detail at yesterday's meeting. At the conclusion of the discussion, the Board selected two maps...to move forward in the process with the following proposed amendments: ...four new maps will be produced *(including the following changes as requested by Supervisor Bartlett)* as follows:



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**Bartlett Changes to 4C-1**

Move Aliso Viejo wholly from D3 to D5

Move Laguna Hills wholly from D3 to D5

Move Rancho Mission Viejo (RMV) from D3 to D5

Move Ladera Ranch from D3 to D5

Move Irvine North of the 5 freeway from D5 to D3”

The Board is scheduled to take further action on this matter at a 1:00 pm, November 22, 2021, Board meeting. Nonetheless, the intent of the proposed City Council Resolution is still relevant and, if adopted, will be presented to the Board prior to their final adoption of the final selected redistricting of County Board of Supervisors’ Districts (currently estimated to occur on November 29, 2021). Staff has prepared the attached Resolution, which underscores the City Council’s desire for the City of Laguna Hills to remain in one Supervisorial District along with all south Orange County cities currently represented by Supervisorial District 5.

**FISCAL IMPACT:**

The County of Orange does maintain facilities and provide public services in South Orange County including in the City of Laguna Hills. These facilities include infrastructure such as regional Flood Control facilities and regional Multi-Modal Trails. As well, the Supervisor's Office facilitates public access to County support services. It is not yet clear how the proposed changes in governance structure, that might occur under some of the redistricting plans splitting South Orange County, would have on funding to maintain and improve these facilities and provide the public with access to County services.

**ATTACHMENTS:**

- Proposed Resolution - OC Redistricting
- Proposal Maps 4C-1 and 5A-1 for County of Orange 2021 Redistricting

## RESOLUTION NO. 2021-11-23-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REQUESTING CONTINUOUS ORANGE COUNTY SUPERVISORIAL DISTRICT REPRESENTATION FOR THE CITY OF LAGUNA HILLS AND ALL CITIES IN THE CURRENT SUPERVISORIAL 5<sup>TH</sup> DISTRICT

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

WHEREAS, the City of Laguna Hills incorporated on December 20, 1991, to provide its residents with direct representation on municipal, regional, state, and federal affairs and accountability from City officials; and

WHEREAS, the City of Laguna Hills' 31,073 residents all currently reside within California's 45<sup>th</sup> Congressional District, 73<sup>rd</sup> Assembly District, and 36<sup>th</sup> Senate District along with numerous cities in south Orange County; and

WHEREAS, the City of Laguna Hills' 31,073 residents all currently reside within Orange County Supervisorial District 5 along with ten (10) south Orange County cities; and

WHEREAS, the City of Laguna Hills and the cities of Laguna Beach, Laguna Niguel, Laguna Woods, Aliso Viejo, Lake Forest, Mission Viejo, Rancho Santa Margarita, Dana Point, San Clemente, and San Juan Capistrano historically remained in the same Orange County Supervisorial District; and

WHEREAS, the City of Laguna Hills and other south Orange County cities are recently incorporated and share similar communities and objectives pertaining to municipal, regional, state, and federal affairs; and

WHEREAS, the City of Laguna Hills and other south Orange County cities contract with the Orange County Sheriff's Department and Orange County Fire Authority for vital public safety services; and

WHEREAS, the City of Laguna Hills and other south Orange County cities have historically partnered together on regional projects and services to benefit the residents and businesses in south Orange County.

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

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

SECTION 2. The Orange County Board of Supervisors should create contiguous representation for all of the City of Laguna Hills in the supervisorial district boundaries it draws and approves.

SECTION 3. The Orange County Board of Supervisors should include the City of Laguna Hills with neighboring and nearby cities in south Orange County as currently exists in the Supervisorial 5<sup>th</sup> District.

PASSED, APPROVED AND ADOPTED this 23<sup>rd</sup> day of November 2021.

\_\_\_\_\_  
ERICA PEZOLD, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-11-23-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 23<sup>rd</sup> day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

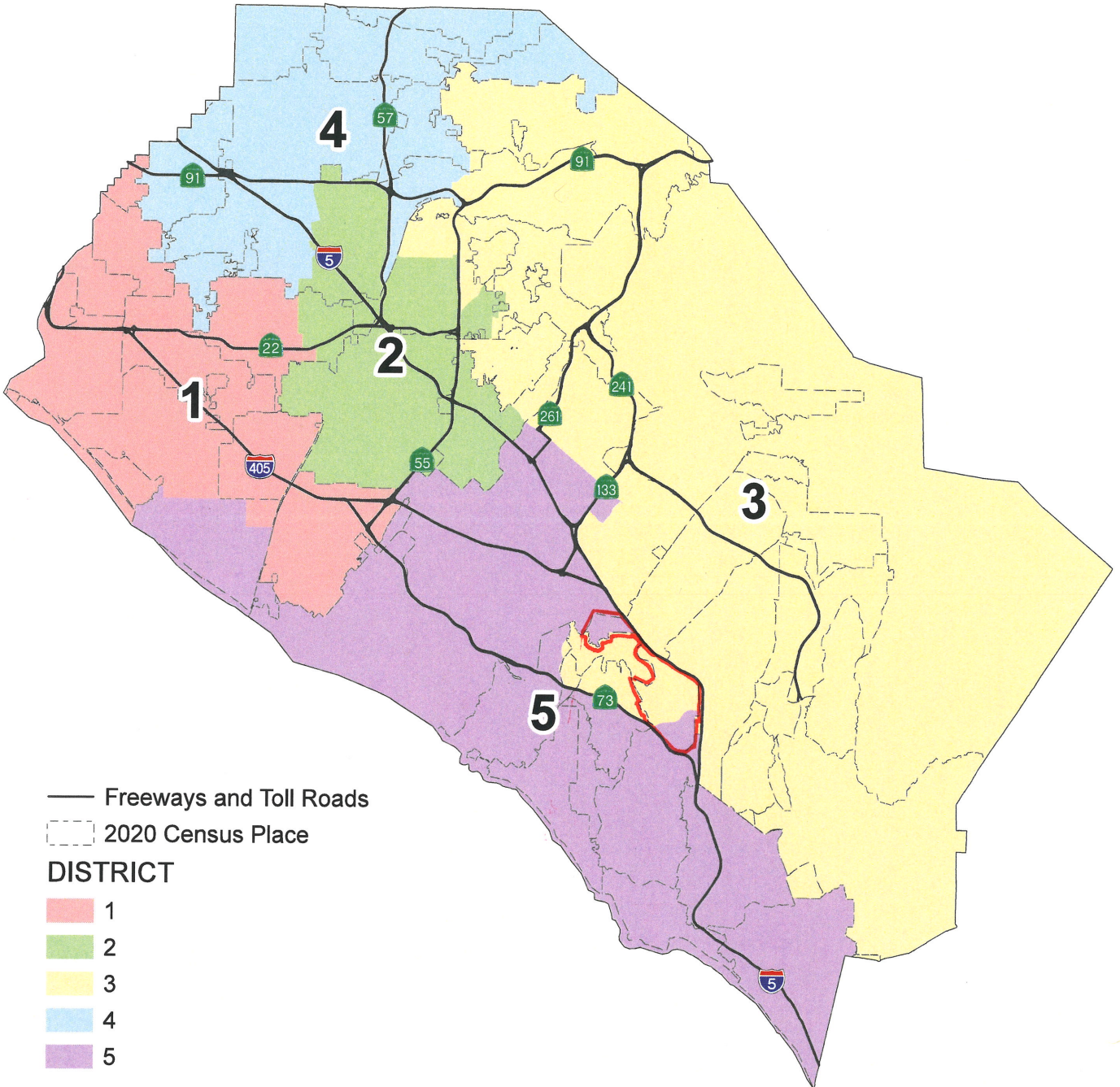
ABSTAIN:

(SEAL)

\_\_\_\_\_  
MELISSA AU-YEUNG, CITY CLERK

# County of Orange 2021 Redistricting

## Proposal 4C-1 Map (Technical Corrections)

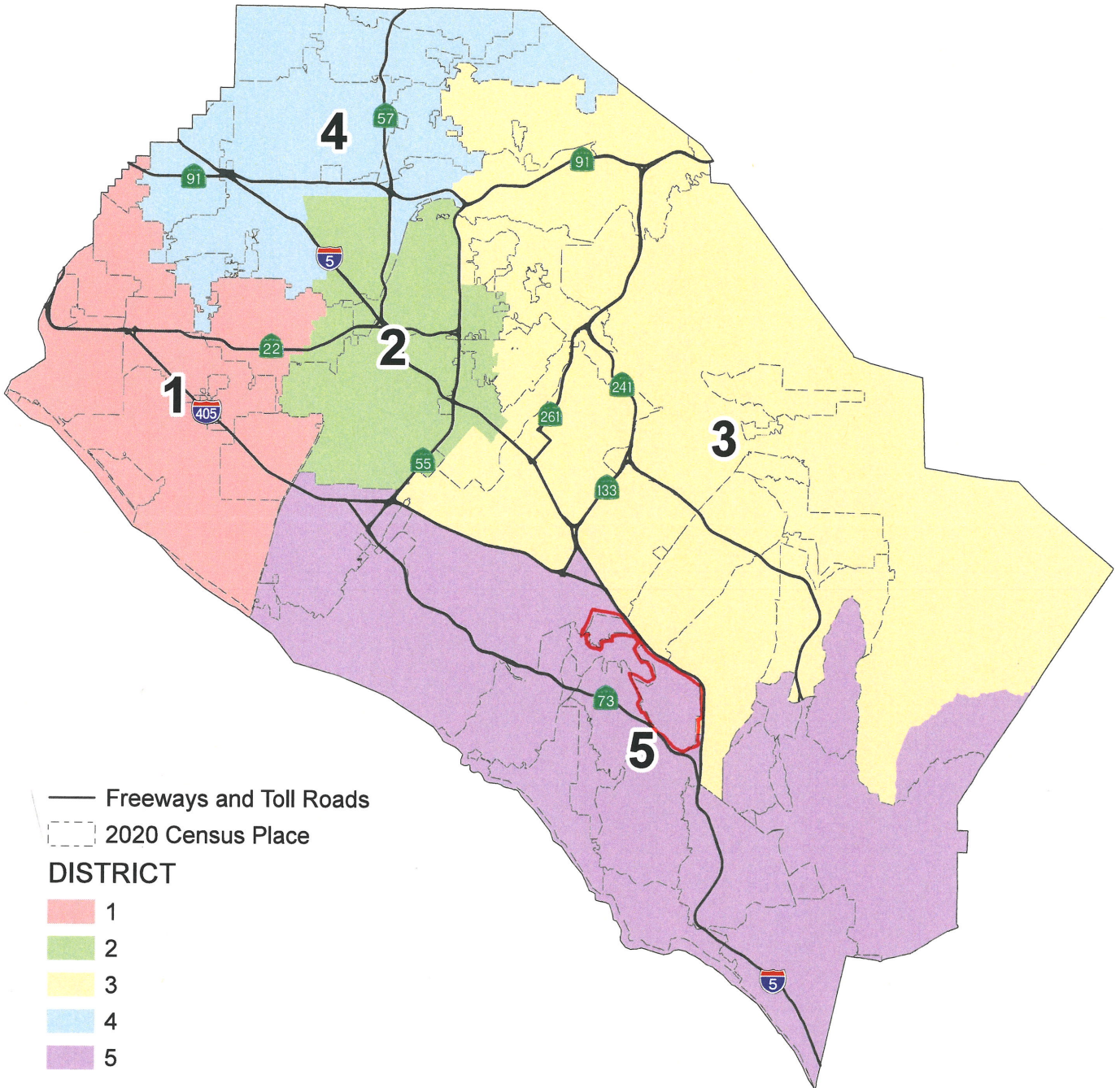


Attachment: Proposal Maps 4C-1 and 5A-1 for County of Orange 2021 Redistricting (2662 : County of Orange Redistricting Plan 2021)



# County of Orange 2021 Redistricting

## Proposal 5A-1 Map (Technical Corrections)





# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021

**TO:** Mayor and Council Members

**FROM:** Melissa Au-Yeung  
Deputy City Manager

**ISSUE:** Direction Regarding Two Unscheduled Vacancies for Parks and Recreation Commission

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**RECOMMENDATION:** That the City Council direct Staff to proceed with the application and appointment process to fill two unscheduled vacancies on the Parks & Recreation Commission, per Government Code Section 54974, and Laguna Hills Municipal Code Section 2-28.080.

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#### **SUMMARY:**

By virtue of his appointment onto the City Council on October 26, 2021, Council Member Don Caskey's term on the Parks and Recreation Commission is vacated, creating an unscheduled vacancy on the Parks and Recreation Commission. Additionally, on November 15, 2021, Staff received a letter of resignation from Parks and Recreation Commissioner Maya Carroll, effective January 1, 2022, creating a second unscheduled vacancy on the Parks and Recreation Commission. It is recommended that the City Council direct Staff to proceed with the application process to fill the two unscheduled vacancies per Government Code Section 54974 and the Laguna Hills Municipal Code Section 2-28.080.

#### **BACKGROUND:**

Council Member Don Caskey was appointed to the Parks and Recreation Commission on January 26, 2021, and took his Oath of Office on February 3, 2021. His term would have expired on January 31, 2025. By virtue of his appointment onto the City Council and his swearing in as a Council Member, Council Member Caskey's seat on the Parks and



## Unscheduled Vacancies for P&R Commission

November 23, 2021

Page 2

Recreation Commission is vacated, effective October 26, 2021.

Additionally, on November 15, 2021, Staff received a letter of resignation from Parks and Recreation Commissioner Maya Carroll, effective January 1, 2022. Ms. Carroll's resignation creates a second unscheduled vacancy on the Parks and Recreation Commission. Ms. Carroll's was appointed to the Parks and Recreation Commission on January 27, 2015, and took her Oath of Office on February 4, 2015. Her term would have expired on January 31, 2023.

Policy 201, adopted by the City Council for filling vacancies on City Commissions, adopts a procedure for filling the vacancies, as well as a timeline. Specifically, Policy 201 states that once an unscheduled vacancy exists, "then, the same procedure that is followed during the biennial process for appointing Commissioners will be necessary to fill the vacancy."

The timeline for the process for appointing Commissioners is recommended as follows:

|                          |                                                                                                                                                                                                                                                                                                       |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>December 13, 2021</b> | Open of application period. Notices will be posted in the City Clerk's office and forwarded to the newspaper for publication. Notices will also be forwarded to homeowners' associations in Laguna Hills and to the Laguna Hills Technology Library, as well as made available on the City's website. |
| <b>January 14, 2022</b>  | Close of application period; thirty days is the standard application period for the City's biennial Commission appointment process.                                                                                                                                                                   |
| <b>January 18, 2022</b>  | The City Council holds a Special Meeting to conduct interviews and appoint two new Commissioners.                                                                                                                                                                                                     |
| <b>February 2, 2022</b>  | New Parks and Recreation Commissioners attend first Parks and Recreation Commission meeting. Commissioners will be sworn in prior to attending this meeting.                                                                                                                                          |
| <b>February 8, 2022</b>  | New Commissioners are provided with Certificate of Appointment at City Council meeting.                                                                                                                                                                                                               |

## Unscheduled Vacancies for P&R Commission

November 23, 2021

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It is recommended that the City Council direct Staff to proceed with the application process to fill the two unscheduled vacancies per Government Code Section 54974 and the Laguna Hills Municipal Code Section 2-28.080.



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021  
**TO:** Mayor and Council Members  
**FROM:** Melissa Au-Yeung  
Deputy City Manager  
**ISSUE:** Celebration of City's 30th Anniversary Ad Hoc Committee Status Update

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**RECOMMENDATION:** That the City Council receive an Ad Hoc Committee update from Mayor Pezold and Council Member Heft.

---

#### **BACKGROUND:**

The City of Laguna Hills incorporated on December 20, 1991, marking this year as the City's 30<sup>th</sup> Anniversary. As with milestone anniversaries, this anniversary provides the City with an opportunity to engage and educate residents about the City's rich history all while allowing residents to celebrate their hometown. At the August 24, 2021, City Council meeting, the City Council discussed various possible recommendations and, ultimately, established an ad-hoc committee comprised of Mayor Pezold and Council Member Heft for the purpose of recognizing, planning and celebrating the City's 30<sup>th</sup> Anniversary.

The ad-hoc committee held its first meeting on September 15, 2021, and has since met a total of five times. The committee discussed a number of approaches to the anniversary celebration, including augmenting existing community events and activities to incorporate the 30<sup>th</sup> anniversary, as well as possibly holding new events to mark the occasion.

Recognition of the City's 30<sup>th</sup> Anniversary will formally begin on December 14, 2021, with a City Council Resolution recognizing the milestone, as well as the City receiving proclamations from various local, regional, and State representatives. Additionally, the year-long celebration will include the use of a new 30<sup>th</sup> Anniversary logo, to be used on

## 30th Anniversary Ad Hoc Committee Status Update

November 23, 2021

Page 2

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Staff and City Council email salutations, written correspondence, the City's website and social media posts, as well as signage and promotional items throughout the year.

Mayor Pezold and Council Member Heft will be providing a brief presentation on the recommendations of the ad-hoc committee.

### **FISCAL IMPACT:**

Celebration of the City's 30th Anniversary was included as a Major Plan in the current 2021-2023 Biennial Budget. As such, a total of \$40,000 is budgeted for the occasion. It should also be noted in recognition of the milestone, an additional \$5,000 is included in the 4th of July event budget to increase the duration of the fireworks show.



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021  
**TO:** Mayor and Council Members  
**FROM:** Captain Matthew Stiverson  
Chief of Police Services  
**ISSUE:** Laguna Hills Polices Services Public Safety Update

---

**RECOMMENDATION:** That the City Council receive and file the Laguna Hills Police Services Public Safety Update for October 2021.

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#### **SUMMARY:**

Over the last several months, community members have expressed concerns regarding public safety and City Council has requested a monthly report on this important matter. Overall, local issues continue to reflect state and national issues, many of which came to light during the COVID-19 pandemic. The City's local police services, as provided by the Orange County Sheriff's Department, have been responsive to the community's concerns and continues to ensure the City is a safe community. The attached 2021 Monthly Statistical Data report (Attachment A) provides an overview of Police Services operations for the month of October. It also provides an overview of the previous months for this calendar year for reference.

#### **BACKGROUND:**

For the last thirty years, the City of Laguna Hills has contracted with the Orange County Sheriff's Department for its law enforcement needs. Laguna Hills Police Services is responsible for public safety and general law enforcement within the City, which includes: patrol services, traffic enforcement, and criminal investigations.

The greater Orange County Sheriff's Department, as well, works hard to mitigate crime and ensure public safety in our City. Many divisions and specialty details work closely

## Laguna Hills Police Services Public Safety Update

November 23, 2021

Page 2

with Laguna Hills patrol deputies to prevent, deter, and effectively respond to criminal activity. They provide a wide array of law enforcement resources that help protect our residents and ensure safety within our community. An undeniable benefit of the current contracting model for Police Services is the wide array of resources that can be made available to the City on an emergency or scheduled basis.

Under normal circumstances, all communities experience some level of criminal activity, which is the primary focus of law enforcement. Over the last year, there have been shifts in crime trends throughout southern California. Noticeably, increases in automobile thefts, catalytic converter thefts, mail theft, identity theft, family violence, assaults, driving under the influence (DUI) violations, narcotics violations, and gang related activity. Our City has also experienced these fluctuations in crime trends throughout our community. From January 1, 2021, through October 31, 2021, deputies responded to a total of **12,094** calls for service, a slight increase from the same timeframe in 2020, when deputies responded to **11,380** calls for service.

Other notable statistics include the total number of arrests made this calendar year by patrol deputies as of October 31<sup>st</sup>. These include: **180** Street Arrests; **162** Citation Arrests; and **56** Warrant Arrests, for a total of **398** arrests to date. We have experienced a significant increase in Citation Arrests from the previous year and expect this trend to continue through the end of the calendar year. The majority of Citation Arrests are related to narcotics violations occurring throughout the community and increased proactive measures by Police Services to address those emerging trends.

Earlier this year we observed an increase in gang activity primarily related to vandalism, graffiti, narcotics violations, and assaults, such as fighting between rival gang members. In response to this activities, Laguna Hills Police Services, in collaboration with OC Sheriff's Investigations and a variety of specialty enforcement units, has increased patrol checks, enforcement activities, and surveillance in the region. This includes both uniformed deputies in marked patrol vehicles and undercover deputies in unmarked vehicles. The Gang Enforcement Team (GET) has been fully engaged in our operations and has been conducting saturation patrols in and around the Community Center and Sports Complex and adjacent residential communities, specifically targeting gang related criminal activity. These increased proactive enforcement operations have resulted in many arrests over the last several months. Of particular note, over the last ten months, GET has made **37** arrests in the City. In contrast, GET arrests in Laguna Hills for all of 2020 totaled **19**. This increase is directly attributable to the targeted proactive enforcement operations we have been conducting in response to recent events. Police



Services intends to continue these operations into the foreseeable future to ensure public safety throughout the City.

### **Automated License Plate Reader (ALPR) Program**

An additional investigative resource and deterrent to criminal activity that has been added to the City is the ALPR program. The first phase of this project included the installation of ten ALPRs at strategic locations throughout the City. The Phase One ALPRs were installed at the beginning of August. Since that time, Staff training has been completed and the system is currently being used by a variety of units within the Sheriff's Department. Some of these units include, but not limited to: Laguna Hills Police Services, Lake Forest Police Services, Directed Enforcement Team, Gang Enforcement Team, Investigations, and the Auto Theft Detail.

During the month of October, the Laguna Hills ALPR system (10 ALPRs) registered a total of **2,085,791** Plate Reads, of which **1,294,723** were categorized as Unique Reads. "Plate Reads" include all system reads by all ALPRs, including multiple reads of the same unique vehicle license plate. The "Unique Reads" total represents the number of unique vehicles that passed through the ALPR gateways. Additionally, during the month of October the system was used by law enforcement to conduct **216** investigative searches related to criminal activity. These numbers clearly illustrate the volume of vehicular traffic on our City's streets and the value this type of technology brings to our operations.

Phase Two of the ALPR program was recently approved for implementation. Phase Two includes ten additional ALPRs, for a combined total of twenty (20) ALPRs, at strategic locations throughout the City. Phase Two of the program is currently in process with installation scheduled to occur over the next month.

### **Public Safety Reminder**

"If you see something, say something." Always report suspicious activity in the community to law enforcement. In the event of an emergency, always dial 911. For non-emergencies, contact Sheriff's Dispatch at (949) 770-6011. To contact Laguna Hills Police Services reference NON-emergency items, call (949) 707-2640. Anonymous tips can be submitted by phone or text to 1-855-TIP-OCCS or online at [occrimestoppers.org](http://occrimestoppers.org).

### **Quarterly Reports in lieu of Monthly Reports**

Beginning in 2022, the Sheriff's Public Safety Report to the City Council will shift to a quarterly report format. The monthly report data will still be made available by direct email to each City Council member.

### **FISCAL IMPACT:**

This public safety update is for informational purposes only. There are no fiscal impacts related to this report.

### **ATTACHMENTS:**

- Attachment A – 2021 Monthly Statistical Data Report

# LAGUNA HILLS POLICE SERVICES

7.3.1.a

## 2021 MONTHLY STATISTICAL DATA

| UCR (SRS/NIBRS) DATA          | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | YTD |
|-------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Animal Cruelty                | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Arson                         | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 1   | 1   | 0   |     |     | 3   |
| Assault (Aggravated)          | 3   | 1   | 3   | 3   | 0   | 2   | 6   | 3   | 2   | 3   |     |     | 26  |
| Assault (Simple)              | 5   | 13  | 13  | 25  | 10  | 5   | 8   | 13  | 9   | 9   |     |     | 110 |
| Assault (Intimidation)        | 0   | 0   | 0   | 0   | 0   | 0   | 3   | 2   | 2   | 1   |     |     | 8   |
| Bribery                       | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Burglary B&E                  | 3   | 2   | 10  | 19  | 7   | 5   | 0   | 12  | 6   | 6   |     |     | 70  |
| Counterfeit/Forgery           | 5   | 0   | 2   | 1   | 3   | 0   | 1   | 0   | 0   | 1   |     |     | 13  |
| Destruction/Vandalism         | 6   | 7   | 6   | 8   | 7   | 9   | 7   | 11  | 11  | 3   |     |     | 75  |
| Drug/Narcotic Violations      | 19  | 17  | 17  | 16  | 13  | 9   | 26  | 15  | 7   | 17  |     |     | 156 |
| Drug Equipment                | 0   | 0   | 0   | 0   | 0   | 0   | 17  | 17  | 9   | 15  |     |     | 58  |
| Embezzlement                  | 5   | 10  | 0   | 32  | 10  | 8   | 0   | 0   | 0   | 0   |     |     | 65  |
| Extortion/Blackmail           | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Fraud (False Pretense)        | 0   | 0   | 0   | 0   | 0   | 0   | 5   | 4   | 2   | 0   |     |     | 11  |
| Fraud (Credit Card)           | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 0   |     |     | 2   |
| Fraud (Impersonation)         | 0   | 0   | 0   | 0   | 0   | 0   | 3   | 1   | 1   | 2   |     |     | 7   |
| Fraud (Welfare)               | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Fraud (Wire)                  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Fraud (ID Theft)              | 0   | 0   | 0   | 0   | 0   | 0   | 5   | 4   | 4   | 2   |     |     | 15  |
| Fraud (Hacking/Computer)      | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Gambling (Betting)            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Gambling (Operating)          | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Gambling (Equipment)          | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Gambling (Sports)             | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Homicide (Murder)             | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Homicide (Negligent Man.)     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Homicide (Justifiable)        | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Human Trafficking (Sex)       | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Human Trafficking (Servitude) | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |
| Kidnapping                    | 0   | 0   | 0   | 0   | 0   | 0   | 2   | 0   | 0   | 0   |     |     | 2   |
| Theft (Pick Pocket)           | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     | 0   |

Attachment: Attachment A – 2021 Monthly Statistical Data Report (2664 : Laguna Hills Polices Services

# LAGUNA HILLS POLICE SERVICES

7.3.1.a

## 2021 MONTHLY STATISTICAL DATA

| UCR (SRS/NIBRS) DATA           | JAN       | FEB       | MAR        | APR        | MAY       | JUN       | JUL        | AUG        | SEP       | OCT        | NOV      | DEC      | YTD         |
|--------------------------------|-----------|-----------|------------|------------|-----------|-----------|------------|------------|-----------|------------|----------|----------|-------------|
| Theft (Purse Snatching)        | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 1          | 2         | 0          |          |          | 3           |
| Theft (Shoplifting)            | 0         | 0         | 0          | 0          | 0         | 0         | 3          | 6          | 2         | 5          |          |          | 16          |
| Theft (From Building)          | 0         | 0         | 0          | 0          | 0         | 0         | 1          | 1          | 1         | 5          |          |          | 8           |
| Theft (Coin Op Machine)        | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          |          |          | 0           |
| Theft (From Motor Veh.)        | 0         | 0         | 0          | 0          | 0         | 0         | 16         | 13         | 16        | 6          |          |          | 51          |
| Theft (Veh. Parts/Accessories) | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 4          | 4         | 9          |          |          | 17          |
| Theft (All Other Larceny)      | 14        | 22        | 47         | 48         | 22        | 30        | 4          | 2          | 4         | 7          |          |          | 200         |
| Motor Vehicle Theft            | 6         | 1         | 7          | 12         | 2         | 5         | 4          | 7          | 5         | 7          |          |          | 56          |
| Pornography/Obscene Material   | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          |          |          | 0           |
| Prostitution                   | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          |          |          | 0           |
| Prostitution (Assist/Promote)  | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          |          |          | 0           |
| Prostitution (Purchasing)      | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          |          |          | 0           |
| Robbery                        | 1         | 0         | 0          | 1          | 2         | 1         | 3          | 0          | 0         | 0          |          |          | 8           |
| Sex (Forcible Rape)            | 1         | 1         | 1          | 0          | 0         | 0         | 1          | 0          | 0         | 0          |          |          | 4           |
| Sex (Forcible Sodomy)          | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          |          |          | 0           |
| Sex Assault W/An Object        | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          |          |          | 0           |
| Sex (Forcible Fondling)        | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          |          |          | 0           |
| Sex (Incest)                   | 0         | 0         | 1          | 1          | 0         | 0         | 0          | 0          | 0         | 0          |          |          | 2           |
| Sex (Statutory Rape)           | 0         | 0         | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          |          |          | 0           |
| Stolen Property Offenses       | 1         | 0         | 1          | 1          | 1         | 1         | 3          | 0          | 0         | 1          |          |          | 9           |
| Weapons Law Violations         | 8         | 1         | 5          | 5          | 1         | 1         | 1          | 4          | 5         | 4          |          |          | 35          |
| <b>TOTAL</b>                   | <b>77</b> | <b>75</b> | <b>114</b> | <b>172</b> | <b>78</b> | <b>76</b> | <b>119</b> | <b>122</b> | <b>94</b> | <b>103</b> | <b>0</b> | <b>0</b> | <b>1030</b> |

| RESPONSE TIMES (H:M:S) | JAN     | FEB     | MAR     | APR     | MAY     | JUN     | JUL     | AUG     | SEP     | OCT     | NOV | DEC | AVE     |
|------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----|-----|---------|
| PRIORITY 1 CALLS       | 0:04:53 | 0:04:28 | 0:05:14 | 0:05:49 | 0:05:55 | 0:05:00 | 0:04:46 | 0:04:56 | 0:05:23 | 0:04:47 |     |     | 0:05:07 |
| PRIORITY 2 CALLS       | 0:16:54 | 0:15:06 | 0:16:16 | 0:16:43 | 0:15:45 | 0:15:28 | 0:15:07 | 0:16:03 | 0:14:52 | 0:16:36 |     |     | 0:15:53 |
| PRIORITY 3 CALLS       | 0:28:05 | 0:28:19 | 0:31:39 | 0:31:44 | 0:27:52 | 0:25:33 | 0:29:30 | 0:28:16 | 0:29:48 | 0:33:40 |     |     | 0:29:27 |
| PRIORITY 4 CALLS       | 1:03:18 | 1:13:56 | 0:41:54 | 1:06:06 | 1:07:56 | 0:40:11 | 0:42:12 | 0:49:25 | 0:49:35 | 0:39:02 |     |     | 0:53:21 |

Attachment: Attachment A – 2021 Monthly Statistical Data Report (2664 : Laguna Hills Polices Services

# LAGUNA HILLS POLICE SERVICES

7.3.1.a

## 2021 MONTHLY STATISTICAL DATA

| CALLS FOR SERVICE | JAN         | FEB         | MAR         | APR         | MAY         | JUN         | JUL         | AUG         | SEP         | OCT         | NOV      | DEC      | YTD          |
|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|----------|----------|--------------|
| OBSERVED          | 319         | 448         | 422         | 476         | 498         | 437         | 610         | 512         | 455         | 483         |          |          | 4660         |
| ASSIGNED          | 713         | 634         | 741         | 724         | 708         | 764         | 743         | 795         | 787         | 825         |          |          | 7434         |
| <b>TOTAL</b>      | <b>1032</b> | <b>1082</b> | <b>1163</b> | <b>1200</b> | <b>1206</b> | <b>1201</b> | <b>1353</b> | <b>1307</b> | <b>1242</b> | <b>1308</b> | <b>0</b> | <b>0</b> | <b>12094</b> |

| CALLS BY RESPONSE | JAN         | FEB         | MAR         | APR         | MAY         | JUN         | JUL         | AUG         | SEP         | OCT         | NOV      | DEC      | YTD          |
|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|----------|----------|--------------|
| PRIORITY 1        | 22          | 13          | 20          | 20          | 22          | 20          | 12          | 36          | 26          | 20          |          |          | 211          |
| PRIORITY 2        | 308         | 265         | 321         | 324         | 338         | 356         | 311         | 337         | 347         | 391         |          |          | 3298         |
| PRIORITY 3        | 658         | 761         | 787         | 800         | 795         | 793         | 968         | 872         | 803         | 816         |          |          | 8053         |
| PRIORITY 4        | 44          | 43          | 35          | 56          | 51          | 32          | 62          | 62          | 66          | 81          |          |          | 532          |
| <b>TOTAL</b>      | <b>1032</b> | <b>1082</b> | <b>1163</b> | <b>1200</b> | <b>1206</b> | <b>1201</b> | <b>1353</b> | <b>1307</b> | <b>1242</b> | <b>1308</b> | <b>0</b> | <b>0</b> | <b>12094</b> |

| ARREST STATS          | JAN       | FEB       | MAR       | APR       | MAY       | JUN       | JUL       | AUG       | SEP       | OCT       | NOV      | DEC      | YTD        |
|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|------------|
| FELONY BOOKING        | 1         | 1         | 7         | 2         | 3         | 4         | 5         | 7         | 4         | 8         |          |          | 42         |
| MISDEMEANOR BOOKING   | 14        | 3         | 6         | 8         | 11        | 10        | 11        | 14        | 5         | 20        |          |          | 102        |
| WARRANT BOOKING       | 0         | 1         | 1         | 7         | 5         | 1         | 13        | 10        | 7         | 11        |          |          | 56         |
| DUI ARRESTS           | 0         | 2         | 1         | 3         | 4         | 8         | 6         | 4         | 2         | 6         |          |          | 36         |
| MISDEMEANOR CITATIONS | 15        | 7         | 5         | 6         | 10        | 15        | 36        | 24        | 9         | 35        |          |          | 162        |
| G.E.T. ARRESTS        | 2         | 4         | 2         | 5         | 8         | 9         | 1         | 2         | 4         | 0         |          |          | 37         |
| <b>TOTAL</b>          | <b>32</b> | <b>18</b> | <b>22</b> | <b>31</b> | <b>41</b> | <b>47</b> | <b>72</b> | <b>61</b> | <b>31</b> | <b>80</b> | <b>0</b> | <b>0</b> | <b>435</b> |

| HOMELESS STATS    | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | YTD |
|-------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| HOMELESS CONTACTS | 15  | 23  | 20  | 19  | 25  | 20  | 20  | 21  | 20  | 12  |     |     | 195 |

| TRAFFIC STATS             | JAN  | FEB  | MAR  | APR   | MAY   | JUN   | JUL   | AUG   | SEP   | OCT   | NOV | DEC | YTD   |
|---------------------------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-----|-----|-------|
| TRAFFIC CITATIONS         | 20   | 38   | 30   | 42    | 193   | 95    | 265   | 282   | 88    | 130   |     |     | 1183  |
| PARKING CITATIONS         | 81   | 158  | 82   | 77    | 93    | 73    | 52    | 111   | 149   | 101   |     |     | 977   |
| TRAFFIC ENFORCEMENT INDEX | 7.0% | 6.0% | 5.2% | 17.5% | 11.9% | 11.3% | 53.0% | 52.3% | 12.1% | 12.9% |     |     | 18.9% |

| CONSUME TIME (%) | JAN           | FEB           | MAR           | APR           | MAY           | JUN           | JUL           | AUG           | SEP           | OCT           | NOV | DEC | YTD           |
|------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----|-----|---------------|
| <b>TOTAL</b>     | <b>48.20%</b> | <b>52.40%</b> | <b>57.21%</b> | <b>56.46%</b> | <b>54.18%</b> | <b>56.90%</b> | <b>54.42%</b> | <b>54.42%</b> | <b>53.00%</b> | <b>52.43%</b> |     |     | <b>53.96%</b> |

Attachment: Attachment A - 2021 Monthly Statistical Data Report (2664 : Laguna Hills Polices Services

# LAGUNA HILLS POLICE SERVICES

7.3.1.a

## 2021 MONTHLY STATISTICAL DATA

| ALPR ANALYTICS         | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP       | OCT       | NOV | DEC | YTD       |
|------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----------|-----------|-----|-----|-----------|
| PLATE READS            |     |     |     |     |     |     |     |     | 2,969,564 | 2,085,791 |     |     | 5,055,355 |
| UNIQUE PLATE READS     |     |     |     |     |     |     |     |     | 1,665,510 | 1,294,723 |     |     | 2,960,233 |
| INVESTIGATIVE SEARCHES |     |     |     |     |     |     |     |     | 227       | 216       |     |     | 443       |

### DISCLAIMER

This product was produced using raw crime reporting data. This report is intended to provide a general overview of monthly statistical data. Statistical values represented are likely not consistent with the Uniform Crime Reporting (UCR) Program of the Federal Bureau of Investigation (FBI) under the Summary Reporting System (SRS) requirements.

As of June 2021, the Orange County Sheriff's Department (OCSD) is in the process of transitioning from the UCR SRS reporting to the new UCR National Incident-Based Reporting System (NIBRS) requirements. Official statistical data will not be available until OCSD is NIBRS certified by the Department of Justice (DOJ).

The data reflected in this report is preliminary and is not representative of UCR NIBRS requirements. Crime statistics are based on the date the crime or arrest occurred. All information and data listed in this report is considered preliminary and subject to further update/revision.

Attachment: Attachment A – 2021 Monthly Statistical Data Report (2664 : Laguna Hills Polices Services





# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** November 23, 2021

**TO:** Mayor and Council Members

**FROM:** Erica Pezold  
Mayor

**ISSUE:** Discussion of Funding, or Equivalent Services, in Support of the Laguna Hills Chamber of Commerce

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**RECOMMENDATION:** Mayor Pezold recommends that the City Council discuss options to support the Laguna Hills Chamber of Commerce.

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#### **SUMMARY:**

Mayor Pezold is requesting the City Council discuss options to support the Laguna Hills Chamber of Commerce. Options may include: sponsorship opportunities, provide space in the Civic Center for the Chamber, etc.

#### **BACKGROUND:**

Staff is providing the following Background information: The Laguna Hills Chamber of Commerce (Chamber) provides a menu of membership opportunities (Attachment A):

#### **Membership Levels**

|                             |         |
|-----------------------------|---------|
| Business Membership         | \$225   |
| Non-Profit Membership       | \$165   |
| Community – Non Business    | \$125   |
| President’s Circle – Bronze | \$1,295 |

## Discussion of Laguna Hills Chamber of Commerce Funding

November 23, 2021

Page 2

|                               |          |
|-------------------------------|----------|
| President's Circle – Silver   | \$2,495  |
| President's Circle – Gold     | \$3,995  |
| President's Circle – Platinum | \$5,000  |
| President's Circle – Diamond  | \$10,000 |

Should the City Council decide to join the Chamber, Staff recommends the City join at the Non-Profit Membership level. The current budget does not include membership funding above this level and, as such, a budget amendment would be required for any further economic support of the Chamber.

As an alternate to joining the Chamber as a member and, should the City Council wish to provide financial assistance, it may be more appropriate for the City to provide community assistance funding. At its discretion, the City Council may provide community assistance funding to certain community groups and nonprofit organizations that provide community service, support, and/or programming efforts intended to enhance the quality of life of the City's residents, provided the City Council finds and determines that the expenditure of such community assistance funding fulfills a public purpose and provides a direct public benefit within the City of Laguna Hills. In this instance, the City Council may make the requisite "public purpose findings" for community assistance funding, in a specified amount and for a specific period of time, and approve a formal Resolution of the City Council as a means of providing municipal funding to support the Chamber. Most recently, in FY 2019/2020, the City Council authorized \$7,500 of community assistance funding to the Chamber via a Community Assistance Funding Resolution. Community assistance funding has not been included in the current budget and, as such, would also require the approval of a budget amendment if it is further considered.

It should be noted that, irrespective of the funding support mechanism, Staff does not recommend City officials and/or Staff serve on the Laguna Hills Chamber of Commerce Board of Directors, should the opportunity be provided to the City. In its primary function, the City serves in a regulatory capacity, which includes some forms of regulation of businesses. While the City and the Chamber will most often have compatible views on local and State issues affecting businesses, there will be instances where the City, in its regulatory function, is not able to take a position or might even be required to take an opposing position as expressed by the Chamber of Commerce. This could very well create a conflict of interest and, as such, should be avoided.

## Discussion of Laguna Hills Chamber of Commerce Funding

November 23, 2021

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### **FISCAL IMPACT:**

Staff is providing the following information: While not currently budgeted, membership in the Laguna Hills Chamber of Commerce at the Non-Profit Level could be accommodated within the 2021-2023 Biennial Budget. Should the City Council decide to join at a higher membership level or provide financial support by way of community assistance funding, a Budget Amendment would be required. Alternatively, providing valuable services to the Laguna Hills Chamber of Commerce could and should be recognized as equivalent to a financial contribution. These services have and can include providing low-cost or free access to City facilities for meetings and events, advertising Laguna Hills Chamber of Commerce events and/or co-sponsoring an annual State of the City event.

### **ATTACHMENTS:**

- Laguna Hills Chamber of Commerce Membership Levels



# Laguna Hills<sup>(/)</sup> Chamber of Commerce

**f** (<https://www.facebook.com/lagunahills.chamber/>)

**in** (<https://www.linkedin.com/company/laguna-hills-chamber-of-commerce/>)

**@** (<https://www.instagram.com/lagunahillschamber/>)

**Newsletter Sign-UP** (<https://visitor.r20.constantcontact.com/d.jsp?llr=ex8epv5ab&p=oi&m=1132444413668&sit=s8moa4hnb&f=29af7a10-5261-4121-bc06-efff51fe7720>)



## JOIN

### Instructions

Thank you for joining the Laguna Hills Chamber of Commerce. Please choose your membership level.

### Select An Option

#### ☐ **Business Membership**

##### **Business Level \$225**

- 70+ Networking/Education/Community Events per year
- Network of Referrals & Leads from Chamber Members
- Opportunities to Meet Community Leaders & Elected Officials
- Ribbon Cuttings, Grand Openings & Milestone Celebrations
- Business Page Listing on LHCC Website
- LHCC logo to add to your own website
- Email Newsletter Recognition/Promotion (at least once per year)
- Social Media & Website Marketing Opportunities
- Sponsorship & Exhibition Opportunities
- Certificate of Origin (\$25 per document, \$50 for non-members)
- Chamber Committee/Ambassador Opportunities

- Classy Chamber Plaque to Post at your Business
- Official LHCC Name Badge

## ● **Non-Profit**

### **Nonprofit \$165**

- 70+ Networking/Education/Community Events per year
- Network of Referrals & Leads from Chamber Members
- Opportunities to Meet Community Leaders & Elected Officials
- Ribbon Cuttings, Grand Openings & Milestone Celebrations
- Business Page Listing on LHCC Website
- LHCC logo to add to your own website
- Email Newsletter Recognition/Promotion (at least once per year)
- Social Media & Website Marketing Opportunities
- Sponsorship & Exhibition Opportunities
- Certificate of Origin (\$25 per document, \$50 for non-members)
- Chamber Committee/Ambassador Opportunities
- Classy Chamber Plaque to Post at your Business
- Official LHCC Name Badge

## ○ **Community - Non Business**

### **Community Membership - Non Business \$125**

- 70+ Networking/Education/Community Events per year
- Opportunities to Meet Community Leaders & Elected Officials
- Certificate of Origin (\$25 per document, \$50 for non-members)
- Chamber Committee/Ambassador Opportunities

## ○ **President's Circle - Bronze**

### **President's Circle - Bronze \$1,295**

- All Business Level Benefits PLUS
- Verbal Recognition at all Live Chamber Events
- Company Logo Listed in President's Circle on LHCC Website
- Company Logo Listed in all Member Email Blasts
- Space Available for Marketing Display at Networking Meetings
- Spotlight Article Space in Weekly Digital Newsletter – 2x per year
- Member of the Month Website Banner Listing – 1 month per year
- Ad Space in Weekly Digital Newsletter – 4 times per year
- Ad Space on Website - 2 Months per year

## ○ **President's Circle - Silver**

### **President's Circle - Silver \$2,495**

- Basic Bronze Medal Level Benefits PLUS
- Spotlight Article Space in Weekly Digital Newsletter – 3x per year
- Member of the Month Website Banner Listing – 2 months per year
- Ad Space in Weekly Digital Newsletter – 6 times per year
- Ad Space on Website - 3 Months per year

## ○ **President's Circle - Gold**

### **President's Circle - Gold \$3,995**

- Basic Silver Medal Level Benefits PLUS
- Spotlight Article Space in Weekly Digital Newsletter – 4x per year
- Member of the Month Website Banner Listing – 3 months per year
- Ad Space in Weekly Digital Newsletter – 8 times per year
- Ad Space on Website - 4 Months per year

○ **President's Circle - Platinum**

**President's Circle - Platinum \$5,000**

- Basic Gold Medal Level Benefits PLUS
- Spotlight Article Space in Weekly Digital Newsletter – 6x per year
- Member of the Month Website Banner Listing – 4 months per year
- Ad Space in Weekly Digital Newsletter – 10 times per year
- Ad Space on Website - 6 Months per year

○ **President's Circle - Diamond**

**President's Circle - Diamond \$10,000**

- Basic Platinum Medal Level Benefits PLUS
- Spotlight Article Space in Weekly Digital Newsletter – 12x per year
- Ad Space in Weekly Digital Newsletter – 20 times per year
- Ad Space on Website - 12 Months per year
- Exclusive Website Member Page on Navigation Bar Year Round
- This is our Top Tier Premier Membership Level that will receive top recognition and promotion across all our marketing and communication channels.

Enter Contact Information

**First Name\***

**Last Name\***

**E-mail\***

**Business Name\***

View Membership Terms

☐ I'm not a robot

reCAPTCHA  
Privacy - Terms

Next



## GET IN TOUCH!

📞 (tel:949-542-6016) (949) 542-6016  
(tel:949-542-6016)

📍 (<https://goo.gl/maps/Uiv3KyY9iXtVDTuT6>) 23016 Lake Forest Drive, Ste. D219  
Laguna Hills, CA 92653  
(<https://goo.gl/maps/Uiv3KyY9iXtVDTuT6>)

✉️ (<mailto:info@lagunahillschamber.com>) Email Us  
(<mailto:info@lagunahillschamber.com>)

## QUICK LINKS

Member Directory  
(<https://business.lagunahillschamber.com/member-directory>)

Member Login  
(<https://business.lagunahillschamber.com/a/MIC/Login>)

Events  
(<https://business.lagunahillschamber.com/event-calendar>)

Job Postings  
(<http://business.lagunahillschamber.com/jobs>)

Hot Deals (Coming Soon)

## STAY CONNECTED

Stay up-to-date on our latest developments, program offerings, meeting dates and opportunities.

**Newsletter Sign-up** (<https://visitor.r20.constantcontact.com/d.jsp?llr=ex8epv5ab&p=oi&m=1132444413668&sit=s8moa4hnb&f=29af7a10-5261-4121-bc06-ef51fe7720>)