



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

ADJOURNED REGULAR MEETING AGENDA Tuesday, November 15, 2022 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Dave Wheeler, Mayor

Janine Heft, Mayor Pro Tempore
Erica Pezold, Council Member

Don Caskey, Council Member
Don Sedgwick, Council Member

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

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

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

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, by 5:00 p.m. on November 15, 2022. 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 15, 2022. 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 Greg Munck of Crossline Community Church

PLEDGE OF ALLEGIANCE: Council Member Caskey

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 2022 Fall Student Liaison Kia Arfania.

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

Recommendation: That the City Clerk announce the upcoming meetings and events.

3. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, 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 October 25, 2022, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the October 25, 2022, Regular Meeting.

4.3 Ratification of November 15, 2022, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from October 14, 2022, to November 3, 2022, in the amount of \$462,874.87.

4.4 Resolution Reestablishing the Associate Engineer Classification 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, reestablishing the Associate Engineer classification along with salary range and benefits within the Bargaining Unit covered by the Memorandum of Understanding with the Laguna Hills City Employees Association."

4.5 Proposed Professional Services Agreement with De Novo Planning Group for Consultant Services Related To: General Plan Housing Element Update Certification; Housing Site Inventory Rezoning and Related Environmental Review; and Objective Design Standards

Recommendation: That the City Council:

- 1) Waive formal competitive bidding and request for proposals procedure set forth in the Laguna Hills Municipal Code ("LHMC") Section 3-08.150 pursuant to the exceptions set forth in LHMC Sections 3-08.110(C), (I) and (J) for approval of a proposed Professional Services Agreement with De Novo Planning Group for consultant services related to the following planning services: General Plan Housing Element Update certification; housing site inventory rezoning and related environmental review; and objective design standards; and
- 2) Approve and authorize the Mayor or the Mayor Pro Tempore to sign the proposed Professional Services Agreement with De Novo Planning Group, in the total maximum not-to-exceed contract amount of \$281,292.

4.6 Award of Public Works Construction Contract for the Civic Center Cooling Tower Replacement Project, CIP No. 505-A

Recommendation: That the City Council: 1) Award the Public Works Construction Contract for the Civic Center Cooling Tower Replacement Project, CIP No. 505-A, to the lowest responsive bidder, Allison Mechanical, Inc., in the amount of \$146,600.00; 2) Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), as a Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301; 3) reject all other bids; and 4) authorize the Mayor to sign the Public Works Construction Contract.

4.7 Consideration of Amendment No. 2 to Security Patrol Services Agreement with High Level Security Solutions, Inc.

Recommendation: That the City Council approve and authorize the Mayor or Mayor Pro Tempore to sign Amendment No. 2 to Security Patrol Services Agreement with High Level Security Solutions, Inc., in the total maximum contract amount of \$140,000 and authorize the Interim Finance Director to amend the current budget.

ITEMS REMOVED FROM THE CONSENT CALENDAR**5. PLANNING AGENCY**

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

6. CITY COUNCIL PUBLIC HEARINGS**6.1 Second Reading & Adoption of Proposed Ordinances Amending Title 10 (Buildings and Construction) and Chapter 5-16 (Fire Code) of the Laguna Hills Municipal Code and Adopting by Reference the 2022 California Building Standards Code and the 2022 California Fire Code**

Recommendation: That the City Council:

1) Conduct a Public Hearing; and

2) Adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code and adopting by reference the 2022 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2022 California Building Code, the 2022 California Residential Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022

California Plumbing Code, the 2022 California Energy Code, the 2022 California Historical Building Code, the 2022 California Existing Building Code, the 2022 California Green Building Standards Code, and the 2022 California Referenced Standards Code, together with certain amendments, additions, and deletions thereto; and adopting by reference the 2021 International Property Maintenance Code.”; and

3) Adopt an Ordinance entitled: “An Ordinance of the City of Laguna Hills, California, amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and adopting by reference the 2022 Edition of the California Fire Code including Appendices B, BB, C, and CC, together with certain amendments, additions, and deletions thereto.”

7. ADMINISTRATIVE REPORTS

7.1. City Manager

7.2. Deputy City Manager/Community Services Director

7.2.1 2022 Heritage Day Post-Event Report

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

7.2.2 Update on the Solid Waste and Recycling Franchise Procurement Ad-Hoc Committee Work Efforts.

Recommendation: That the City Council receive an update on the Solid Waste and Recycling Franchise Procurement Ad-Hoc Committee work efforts; and direct staff to proceed forward with Procurement phase of the Memorandum of Understanding Regarding Solid Waste Procurement Services by and between the City of Laguna Hills and the City of Lake Forest (“MOU”) as described in this staff report.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

9.1. Committee Assignment Reports

Recommendation: That the City Council receive oral reports on the following City Council Committee Assignments:

1. OC Public Libraries Library Advisory Board
(Mayor Wheeler)
October 27, 2022 Meeting.
2. Association of California Cities - Orange County Legislative and
Regulatory Commission
(Mayor Wheeler)
October 27, 2022 Meeting.
3. OC Mosquito and Vector Control District Board of Trustees
(Council Member Pezold)
November 10, 2022 Special Meeting.

10. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be December 13, 2022, at 7:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by November 10, 2022, at 5:00 p.m.



Jennifer Lee, City Clerk

November 10, 2022

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

Staff Report

DATE: November 15, 2022
TO: Mayor and Council Members
FROM: Jennifer Lee
 City Clerk
ISSUE: Schedule of Future Events

RECOMMENDATION: That the City Clerk announce the upcoming meetings and events.

SUMMARY:

Traffic Commission Meeting

Wednesday, November 16, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Movies in the Park – The Santa Clause

Friday, November 18, 6:00 p.m. – 8:00 p.m., Soccer Fields at Laguna Hills Community Center and Sports Complex (Inclement weather location: Community Center Heritage Room)

Thanksgiving Holiday – City Hall Closed (Community Center will be open)

Thursday, November 24 and Friday, November 25

American Red Cross Blood Drive

Tuesday, December 6, 10:00 a.m. – 4:00 p.m., Heritage Room at Laguna Hills Community Center

Herald in the Holiday tree lighting ceremony and music from a brass choir

Thursday, December 8, 6:00 p.m. – 8:00 p.m., Laguna Hills Community Center

Breakfast with Santa

Saturday, December 10, 9:00 a.m. – 11:00 a.m., Laguna Hills Community Center

Schedule of Future Events

November 15, 2022

Page 2

City Council Meeting

Tuesday, December 13, 7:00 p.m., Laguna Hills Civic Center Council Chamber including City Council Reorganization

Visit from Santa including professional carolers and refreshments

Wednesday, December 14, 6:00 p.m. – 8:00 p.m., Laguna Hills Community Center Plaza

Parents Night Out drop your kids off for fun activities while you do some holiday shopping

Friday, December 16, 6:00 p.m. – 9:00 p.m., Laguna Hills Community Center Gymnasium



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 15, 2022
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for October 25, 2022, Regular Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the October 25, 2022, Regular Meeting.

ATTACHMENTS:

- 221025 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, October 25, 2022**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Wheeler.

INVOCATION: Chaplain Kai Chur of the 3rd Battalion, 5th Marines

PLEDGE OF ALLEGIANCE: Boy Scout Troop 12

ROLL CALL OF CITY COUNCIL MEMBERS

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

Mayor Wheeler announced that Item No. 8.1.1 on tonight's Agenda will be tabled for consideration at a future meeting.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

The City Council received a PowerPoint presentation from Laguna Hills High School 2022 Fall Student Liaison Ella Carnahan.

1.2 3rd Battalion, 5th Marines

The City Council received an update from Maj. Matthew Alvis on the 3rd Battalion, 5th Marines activities.

1.3 Presentation on Proposed Improvements to the Fossil Exhibits Located at the Laguna Hills Community Center

The City Council received a PowerPoint presentation from Deputy City Manager/Community Services Director Reynolds and Carol Stadum, Paleontologist on proposed improvements to the Community Center's fossil exhibits.

1.4 Recognition of Janice Reyes

The City Council recognized Janice Reyes for 28 years of service to the City and Mayor Wheeler presented a City Tile and a Certificate of Recognition to Ms. Reyes.

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

City Clerk Lee announced the upcoming meetings and events.

3. PUBLIC COMMENTS

There were no public comments on non-agendized items.

4. CONSENT CALENDAR

Motion to approve the Consent Calendar with Mayor Wheeler removing Item No. 4.4.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

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 11, 2022, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the October 11, 2022, Regular Meeting.

4.3 Ratification of October 25, 2022, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from September 30, 2022, to October 13, 2022, in the amount of \$1,079,064.51.

ITEMS REMOVED FROM THE CONSENT CALENDAR**4.4 Proposed Amendment No. 3 to the Consulting Services Agreement with Eco/Nomics, Inc., for Continued Solid Waste and Recycling Consulting Services**

Mayor Wheeler removed Item No. 4.4 from the Consent Calendar to request additional information on the item.

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

Recommendation: That the City Council: 1) Waive formal competitive bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.150 pursuant to the exceptions set forth in LHMC Sections 3-08.110(I) and (J), for approval of the proposed Amendment No. 3 to the Consulting Services Agreement for Solid Waste and Recycling Consulting Services with Eco/Nomics, Inc.; 2) Approve proposed Amendment No. 3 to the Consulting Services Agreement with Eco/Nomics, Inc., increasing the maximum contract amount by \$150,000 from \$578,000 to \$728,000; and 3) Authorize the Mayor or the Mayor Pro Tempore to sign the proposed Amendment No. 3.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Mayor
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

5. PLANNING AGENCY

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

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

7. ADMINISTRATIVE REPORTS**7.1. City Manager**

The City Manager gave no Administrative Reports.

7.2. Deputy City Manager/Community Services Director**7.2.1 2022 Holiday Season Events Schedule**

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

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

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Don Sedgwick, Council Member
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

7.3. Community Development Director**7.3.1 2022 Building and Fire Codes Adoption**

Community Development Director Longenecker reviewed the information in the staff report, provided a PowerPoint presentation, read the two Ordinance titles into the record, and responded to Council Member requests for additional information.

Kent Tsen, Building Official, Charles Abbot Associates, Inc., responded to Council Member requests for additional information.

Shawn Fraley, Sr. Fire Prevention Specialist, Orange County Fire Authority responded to Council Member request for additional information.

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

Recommendation: That the City Council take the following actions:

- 1) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 10 (Buildings And Construction) of the Laguna Hills Municipal Code and adopting by reference the 2022 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2022 California Building Code, the 2022 California Residential Code, the 2022 California Electrical Code, the 2022

California Mechanical Code, the 2022 California Plumbing Code, the 2022 California Energy Code, the 2022 California Historical Building Code, the 2022 California Existing Building Code, the 2022 California Green Building Standards Code, and the 2022 California Referenced Standards Code, together with certain amendments, additions, and deletions thereto; and adopting by reference the 2021 International Property Maintenance Code."

2) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and adopting by reference the 2022 Edition of the California Fire Code including Appendices B, BB, C, and CC, together with certain amendments, additions, and deletions thereto."

3) Direct staff to place the Ordinances on the November 15, 2022, meeting agenda for a Public Hearing and second reading, and to publish the hearing notice.

A motion to move staff's recommendation and direct staff to further research possible options not adopt specific sections of the codes, including consulting the local utilities and other cities, was made by Council Member Caskey, seconded by Council Member Sedgwick.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Caskey, Council Member
SECONDER:	Don Sedgwick, Council Member
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8.1. Mayor Wheeler

Mayor Wheeler tabled Item No. 8.1.1 for consideration at a future meeting.

8.1.1 Notification Letter to Existing Short Term Rentals

Recommendation: Mayor Wheeler recommends that the City Council direct staff to draft and distribute a notification letter to the owners of existing short-term rentals located in the City, advising that short term rentals are not a permitted use in the City of Laguna Hills because they are not enumerated in the City's Development Code listings of permitted uses, and any use not specifically enumerated is considered prohibited.

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

9.1. Committee Assignment Reports

Recommendation: That the City Council receive oral reports on the following City Council Committee Assignments:

1. OC Mosquito and Vector Control District Board of Trustees
(Council Member Pezold)
October 20, 2022 Meeting

Council Member Pezold provided an oral report.

2. Orange County Transportation Authority Citizens Advisory Committee
(Mayor Wheeler)
October 18, 2022 Meeting

Mayor Wheeler provided an oral report.

10. CITY COUNCIL MEMBER COMMENTS

Council Member Sedgwick

Council Member Sedgwick requested a discussion regarding adoption of a resolution opposing certain state restrictions that increase costs for tax payers be agendaized for future meeting and received a second from Mayor Wheeler

Council Member Caskey

Council Member Caskey provided information regarding the process of developing the state building codes.

Council Member Caskey spoke about his experience working with the military and the dedication of military personnel toward their service.

Mayor Wheeler

Mayor Wheeler encouraged everyone to get out and vote.

ADJOURNMENT

There being no further business before the City Council at this session, at 9:06 p.m., Mayor Wheeler adjourned the meeting to November 15, 2022 at 7:00 p.m. in the City Council Chamber.

Jennifer Lee, City Clerk

ATTEST:

Dave Wheeler, Mayor

Approved at meeting of November 15, 2022

Attachment: 221025 CC Minutes (3000 : Approval of Minutes for October 25, 2022 Regular Meeting)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 15, 2022
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of November 15, 2022, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from October 14, 2022, to November 3, 2022, in the amount of \$462,874.87.

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 14, 2022, to November 3, 2022, 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 15, 2022
- Payables Detail Report - November 15, 2022



City of Laguna Hills, CA

Warrant Register - November 15, 2022

By Check Number

Date Range: 10/14/2022 - 11/03/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
1206	A-0378	A.Y. NURSERY, INC.	10/20/2022	2,532.13
1207	A-0365	AT AND T - CALNET 3	10/20/2022	285.54
1208	C-0060	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	10/20/2022	916.64
1209	C-1008	COUNTY OF ORANGE, NPDES	10/20/2022	1,483.30
1210	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	10/20/2022	1,233.00
1211	Z-CD-0392	GENTILI CUSTOM POOLS	10/20/2022	500.00
1212	G-0710	GOV'T FINANCE OFFICERS ASSN	10/20/2022	250.00
1213	H-0829	HARTZOG AND CRABILL, INC.	10/20/2022	4,374.28
1214	H-0848	HDL, COREN AND CONE	10/20/2022	3,037.57
1215	Z-CD-0393	KRISPIN, SHANI	10/20/2022	500.00
1216	L-1391	LEON, HECTOR	10/20/2022	400.00
1217	M-1388	MOBILE MINI, INC.	10/20/2022	300.77
1218	O-1546	OFFICE SOLUTIONS	10/20/2022	19.12
1219	O-1500	ORANGE COUNTY REGISTER	10/20/2022	605.87
1220	S-2289	SANDS, CINDY	10/20/2022	691.58
1221	S-1904	SOUTHERN CALIFORNIA EDISON	10/20/2022	12,363.42
1222	S-1904	SOUTHERN CALIFORNIA EDISON	10/20/2022	5,485.69
1223	Z-CD-0394	SUNSET POOLS AND SPAS INC	10/20/2022	500.00
1224	T-2712	TOTAL SOURCE OFFICEWORKS	10/20/2022	344.80
1225	W-2377	WILLDAN ENGINEERING	10/20/2022	1,372.00
1226	R-1801	WOODRUFF, SPRADLIN AND SMART	10/20/2022	34,233.97
1227	A-0349	A SOURCE OF PRIDE	10/27/2022	24.78
1228	Z-CD-0308	AMINI, ALI	10/27/2022	675.00
1229	Z-CD-0374	HAN, HYUN	10/27/2022	5,814.22
1230	H-0964	HERITAGE DESIGN GROUP SIGNS & GRAPHICS	10/27/2022	402.05
1231	Z-CS-0363	KATSUYAMA, LAUREN	10/27/2022	20.00
1232	L-1382	LOYA, RICKY	10/27/2022	630.00
1233	Z-CS-0364	NATIONAL CHARITY LEAGUE - LAGUNA NIGUEL	10/27/2022	27.50
1234	Z-CD-0145	POOL LOGIC	10/27/2022	1,000.00
1235	Z-CD-0356	POOMI, CHRISTINE AND ERIC	10/27/2022	354.78
1236	Z-CD-0350	RENEWAGE ENERGY SOLUTIONS	10/27/2022	40.00
1237	Z-CD-0004	SUN POWER CORPORATION SYSTEMS	10/27/2022	5.00
1238	Z-CS-0110	WATANABE, YUMI	10/27/2022	100.00
1239	Z-CS-0379	WONG, CAROLE	10/27/2022	70.00
1240	A-0317	ABRAHAM, MICHAEL	10/27/2022	3,432.00
1241	A-0138	ALL CITY MANAGEMENT, INC.	10/27/2022	6,527.48
1242	B-0304	BEE MAN, THE	10/27/2022	180.00
1243	C-1139	COMPLETE OFFICE OF CALIFORNIA	10/27/2022	85.21
1244	C-0023	COX COMMUNICATION	10/27/2022	979.41
1245	D-0461	DATA TICKET, INC.	10/27/2022	635.00
1246	F-0720	FRIEDMAN IMAGING	10/27/2022	4,410.57
1247	G-0861	GOVERNMENT TAX SEMINARS, LLC	10/27/2022	550.00
1248	H-0848	HDL, COREN AND CONE	10/27/2022	3,037.57
1249	H-0934	HOME DEPOT	10/27/2022	169.95
1250	H-0960	HR GREEN PACIFIC, INC.	10/27/2022	11,750.00
1251	J-1057	JAMEY CLARK, INC.	10/27/2022	2,194.80
1252	M-1302	MOULTON NIGUEL WATER DISTRICT	10/27/2022	6,949.56
1253	O-1546	OFFICE SOLUTIONS	10/27/2022	433.80
1254	O-1610	ORACLE AMERICA, INC.	10/27/2022	119.56
1255	P-1824	PACKET FUSION, INC.	10/27/2022	435.00
1256	R-1977	RJ ELECTRIC	10/27/2022	1,135.00
1257	S-1902	SAN DIEGO GAS AND ELECTRIC	10/27/2022	21,631.94
1258	S-1904	SOUTHERN CALIFORNIA EDISON	10/27/2022	102.46

Attachment: Warrant Register - November 15, 2022 (3006 : Warrant Register, November 15, 2022)

Warrant Register - November 15, 2022

Date Range: 10/14/2022 - 11/03/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
1259	S-2295	SOUTHERN COMPUTER WAREHOUSE	10/27/2022	48.70
1260	S-2250	SPARKLETTS	10/27/2022	175.27
1261	S-2095	STONE IMAGERY	10/27/2022	431.00
1262	S-2209	STUDIO TWO BLACK DIAMOND	10/27/2022	113.14
1263	W-2337	WEST COAST ARBORISTS, INC.	10/27/2022	29,371.00
1264	D-0415	DEPARTMENT OF MOTOR VEHICLES	11/01/2022	22.00
1265	Z-CS-0052	ARIAS, YOLANDA	11/03/2022	250.00
1266	G-0784	ARMIN J. GOMEZ	11/03/2022	100.00
1267	A-0385	ASH, JENNIFER	11/03/2022	124.80
1268	B-0304	BEE MAN, THE	11/03/2022	695.00
1269	C-1102	CALIFORNIA BUILDING STANDARDS COMMISSION	11/03/2022	1,515.60
1270	C-1133	CALIFORNIA YELLOW CAB	11/03/2022	544.00
1271	C-1177	CANON FINANCIAL SERVICES, INC.	11/03/2022	1,814.46
1272	C-1144	CHARLES ABBOTT ASSOCIATES, INC	11/03/2022	73,534.28
1273	C-0362	CITY OF LAKE FOREST	11/03/2022	9,421.05
1274	C-1139	COMPLETE OFFICE OF CALIFORNIA	11/03/2022	1,009.84
1275	C-0060	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	11/03/2022	3,660.00
1276	C-1008	COUNTY OF ORANGE, NPDES	11/03/2022	13,297.30
1277	C-0023	COX COMMUNICATION	11/03/2022	1,028.71
1278	C-0349	CPRS - SOUTH REGION	11/03/2022	145.00
1279	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	11/03/2022	3,644.70
1280	D-0453	DEPARTMENT OF CONSERVATION	11/03/2022	7,725.28
1281	D-0541	DIAMOND ENVIRONMENTAL SERVICES	11/03/2022	937.97
1282	D-0423	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	11/03/2022	183.20
1283	D-0561	DOCU-TRUST	11/03/2022	125.00
1284	E-0504	EL TORO WATER DISTRICT	11/03/2022	20,639.25
1285	L-1392	LASKA, KIERSTIN ALICIA	11/03/2022	75.00
1286	M-1600	MERCY HOUSE LIVING CENTERS, INC.	11/03/2022	3,057.84
1287	M-1388	MOBILE MINI, INC.	11/03/2022	225.71
1288	N-1474	NIEVES LANDSCAPE, INC.	11/03/2022	87,636.69
1289	O-1546	OFFICE SOLUTIONS	11/03/2022	340.65
1290	R-1977	RJ ELECTRIC	11/03/2022	2,880.00
1291	S-1935	SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY	11/03/2022	8,998.05
1292	Z-CS-0396	SHOBE, JANE	11/03/2022	15.00
1293	S-2296	SHUTE, MIHALY WEINBERGER LLP	11/03/2022	180.50
1294	S-1949	SMART AND FINAL	11/03/2022	205.80
1295	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	11/03/2022	142.27
1296	W-2448	WEST GATE CONTRACTOR	11/03/2022	11,000.00
1297	W-2450	WEX BANK	11/03/2022	798.36
Total Regular:				431,464.74

Attachment: Warrant Register - November 15, 2022 (3006 : Warrant Register, November 15, 2022)

Warrant Register - November 15, 2022

Date Range: 10/14/2022 - 11/03/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0002192	B-0276	BANK OF AMERICA VISA CARD	10/14/2022	280.00
DFT0002193	B-0276	BANK OF AMERICA VISA CARD	10/14/2022	1,393.50
DFT0002194	B-0276	BANK OF AMERICA VISA CARD	10/14/2022	14,433.93
DFT0002195	B-0276	BANK OF AMERICA VISA CARD	10/14/2022	844.92
DFT0002196	B-0276	BANK OF AMERICA VISA CARD	10/14/2022	20.00
DFT0002197	B-0276	BANK OF AMERICA VISA CARD	10/14/2022	2,567.53
DFT0002202	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	10/20/2022	11,870.25
Total Bank Draft:				31,410.13

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	121	92	0.00	431,464.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	31,410.13
EFT's	0	0	0.00	0.00
	128	99	0.00	462,874.87

Attachment: Warrant Register - November 15, 2022 (3006 : Warrant Register, November 15, 2022)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	121	92	0.00	431,464.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	31,410.13
EFT's	0	0	0.00	0.00
	128	99	0.00	462,874.87

Fund Summary

Fund	Name	Period	Amount
998	POOL	10/2022	206,901.56
998	POOL	11/2022	255,973.31
			462,874.87



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 10/14/2022 - 11/03/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
10/14/2022	BANK OF AMERICA VISA CARD	092022 COMDEV	Departmental Expenditure, Sep '22	100-225-610000	20.00
10/14/2022	BANK OF AMERICA VISA CARD	092022 COMSVCS	Departmental Expenditure, Sep '22	100-000-120000	(2.00)
10/14/2022	BANK OF AMERICA VISA CARD	092022 COMSVCS	Departmental Expenditure, Sep '22	100-195-720050	3,458.00
10/14/2022	BANK OF AMERICA VISA CARD	092022 COMSVCS	Departmental Expenditure, Sep '22	100-195-940000	5,102.84
10/14/2022	BANK OF AMERICA VISA CARD	092022 COMSVCS	Departmental Expenditure, Sep '22	100-310-626000	246.59
10/14/2022	BANK OF AMERICA VISA CARD	092022 COMSVCS	Departmental Expenditure, Sep '22	100-310-695500	70.01
10/14/2022	BANK OF AMERICA VISA CARD	092022 COMSVCS	Departmental Expenditure, Sep '22	100-310-695502	9.99
10/14/2022	BANK OF AMERICA VISA CARD	092022 COMSVCS	Departmental Expenditure, Sep '22	100-310-695507	2,974.50
10/14/2022	BANK OF AMERICA VISA CARD	092022 COMSVCS	Departmental Expenditure, Sep '22	100-310-695531	2,574.00
10/14/2022	BANK OF AMERICA VISA CARD	092022 GENGOV1	Departmental Expenditure, Sep '22	100-155-612001	280.00
10/14/2022	BANK OF AMERICA VISA CARD	092022 GENGOV2	Departmental Expenditure, Sep '22	100-155-622000	208.09
10/14/2022	BANK OF AMERICA VISA CARD	092022 GENGOV2	Departmental Expenditure, Sep '22	100-155-626000	118.50
10/14/2022	BANK OF AMERICA VISA CARD	092022 GENGOV2	Departmental Expenditure, Sep '22	100-195-617000	1,027.00
10/14/2022	BANK OF AMERICA VISA CARD	092022 GENGOV2	Departmental Expenditure, Sep '22	100-195-620000	39.91
10/14/2022	BANK OF AMERICA VISA CARD	092022 POLSVCS	Departmental Expenditure, Sep '22	100-420-622000	130.02
10/14/2022	BANK OF AMERICA VISA CARD	092022 POLSVCS	Departmental Expenditure, Sep '22	100-420-695000	2,437.51
10/14/2022	BANK OF AMERICA VISA CARD	092022 PUBWKS	Departmental Expenditure, Sep '22	100-195-940000	96.96
10/14/2022	BANK OF AMERICA VISA CARD	092022 PUBWKS	Departmental Expenditure, Sep '22	100-355-610000	180.00
10/14/2022	BANK OF AMERICA VISA CARD	092022 PUBWKS	Departmental Expenditure, Sep '22	100-355-611000	37.00
10/14/2022	BANK OF AMERICA VISA CARD	092022 PUBWKS	Departmental Expenditure, Sep '22	100-355-622000	189.61
10/14/2022	BANK OF AMERICA VISA CARD	092022 PUBWKS	Departmental Expenditure, Sep '22	100-355-720701	68.60
10/14/2022	BANK OF AMERICA VISA CARD	092022 PUBWKS	Departmental Expenditure, Sep '22	100-356-646100	272.75
10/20/2022	AT AND T - CALNET 3	000018884198	Traffic Signal, Public Works, Sep '22	100-356-630000	24.87
10/20/2022	AT AND T - CALNET 3	000018886145	Alarm, Com Ctr & City Hall Lines, Oct '22	100-195-630000	164.00
10/20/2022	AT AND T - CALNET 3	000018886145	Alarm, Com Ctr & City Hall Lines, Oct '22	100-310-630100	96.67
10/20/2022	WILLDAN ENGINEERING	00623593	Professional Services, TM-0004-2021, Jun '22	100-000-220444	588.00
10/20/2022	WILLDAN ENGINEERING	00624138	Professional Services, TM-0004-2021, Sep '22	100-000-220444	784.00
10/20/2022	A.Y. NURSERY, INC.	0119966	Tree Maintenance, Oct '22	100-355-720702	2,532.13
10/20/2022	GOV'T FINANCE OFFICERS ASSN	0242002	Membership, JR, FY 21/22	100-155-610000	250.00
10/20/2022	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	093022, #RFR22-00060	Remittance, Carits, Moulton Fees, Jul - Sep '22	100-000-221003	119.91
10/20/2022	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	093022, #RFR22-00060	Remittance, Carits, Moulton Fees, Jul - Sep '22	100-000-221004	796.73
10/20/2022	SOUTHERN CALIFORNIA EDISON	100322 - Acct #70016247	Street Lights, Traffic Control, Jul - Sep '22	100-356-631400	1,157.86
10/20/2022	SOUTHERN CALIFORNIA EDISON	100322 - Acct #70016247	Street Lights, Traffic Control, Jul - Sep '22	100-356-631900	4,327.83
10/20/2022	SOUTHERN CALIFORNIA EDISON	100722 - Acct #7002345C	Street Lights, Traffic Control, Aug & Sep '22	100-355-631000	888.41
10/20/2022	SOUTHERN CALIFORNIA EDISON	100722 - Acct #7002345C	Street Lights, Traffic Control, Aug & Sep '22	100-356-631400	11,475.01
10/20/2022	ORANGE COUNTY REGISTER	101022	Subscription, City Hall, 11/7/22 - 2/6/23	100-155-626000	605.87
10/20/2022	SANDS, CINDY	101422	Petty Cash Replenishment, Oct '22	100-155-622000	294.29
10/20/2022	SANDS, CINDY	101422	Petty Cash Replenishment, Oct '22	100-195-620000	43.98
10/20/2022	SANDS, CINDY	101422	Petty Cash Replenishment, Oct '22	100-195-622000	23.66
10/20/2022	SANDS, CINDY	101422	Petty Cash Replenishment, Oct '22	100-310-622005	142.37
10/20/2022	SANDS, CINDY	101422	Petty Cash Replenishment, Oct '22	100-355-611000	64.00
10/20/2022	SANDS, CINDY	101422	Petty Cash Replenishment, Oct '22	100-420-695000	123.28
10/20/2022	LEON, HECTOR	102022	Heritage Day, Oct '22	100-310-695531	400.00

Attachment: Payables Detail Report - November 15, 2022 (3006 : Warrant Register, November 15, 2022)

Payables Detail Report

Payment Dates: 10/14/2022 - 11/03/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
10/20/2022	HARTZOG AND CRABILL, INC.	22-0559(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Sep '22	100-356-700100	2,249.28
10/20/2022	HARTZOG AND CRABILL, INC.	22-0559(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Sep '22	100-600-790600	2,125.00
10/20/2022	HIGH LEVEL SECURITY SOLUTIONS, INC.	5484	Private Security Patrol, Sep '22	100-420-720850	11,870.25
10/20/2022	WOODRUFF, SPRADLIN AND SMART	72452	Professional Services Legal, Sep '22	100-155-700010	29,920.00
10/20/2022	WOODRUFF, SPRADLIN AND SMART	72452	Professional Services Legal, Sep '22	100-155-700011	3,344.00
10/20/2022	MOBILE MINI, INC.	9015449014	Storage Rental, Community Center, 10/4 - 10/31/22	100-310-641000	82.97
10/20/2022	MOBILE MINI, INC.	9015462815	Storage Rental, Community Center, 10/5 - 11/1/22	100-310-641000	217.80
10/20/2022	GENTILI CUSTOM POOLS	CD-0903-POOLR-0090-20	Refund, Pool Bond, REC-006526-	100-000-228001	500.00
10/20/2022	KRISPIN, SHANI	CD-0904-POOLR-0115-20	Refund, Pool Bond, REC-008067-	100-000-228001	500.00
10/20/2022	SUNSET POOLS AND SPAS INC	CD-0905-POOLR-0110-20	Refund, Pool Bond, REC-007589-	100-000-228001	500.00
10/20/2022	OFFICE SOLUTIONS	I-02053829	Operating Supplies, Oct '22	100-195-622000	19.12
10/20/2022	COUNTY OF ORANGE, NPDES	PW230207	Watershed Monitoring, CIP#410	100-600-790600	1,483.30
10/20/2022	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 62292	Fingerprint ID System Charges, Jun	100-420-720835	1,233.00
10/20/2022	HDL, COREN AND CONE	SIN019955	Property Tax Audit, Jul - Sep '22	100-155-700055	3,037.57
10/27/2022	GOVERNMENT TAX SEMINARS, LLC	0022174	Employee Training, Gen Gov, Oct '22	100-155-611000	550.00
10/27/2022	LOYA, RICKY	042519	Umpire Fees, Community Services, Apr '19	100-310-622502	180.00
10/27/2022	LOYA, RICKY	051322	Umpire Fees, Community Services, May '22	100-310-622502	90.00
10/27/2022	LOYA, RICKY	072021	Umpire Fees, Community Services, Jul '21	100-310-622502	90.00
10/27/2022	LOYA, RICKY	073019	Umpire Fees, Community Services, Jul '19	100-310-622502	90.00
10/27/2022	COX COMMUNICATION	100522	T-1 Line, Oct '22	100-195-630000	895.41
10/27/2022	ORACLE AMERICA, INC.	100526132	Offsite Backup, Aug '22	100-195-720050	60.58
10/27/2022	ORACLE AMERICA, INC.	100556953	Offsite Backup, Sep '22	100-195-720050	58.98
10/27/2022	COX COMMUNICATION	100722	Traffic Signal, Oct '22	100-195-630000	84.00
10/27/2022	MOULTON NIGUEL WATER DISTRICT	101322	Water Usage, Public Works & Com Ctr, Sep '22	100-310-635100	1,159.98
10/27/2022	MOULTON NIGUEL WATER DISTRICT	101322	Water Usage, Public Works & Com Ctr, Sep '22	100-355-635000	5,789.58
10/27/2022	SAN DIEGO GAS AND ELECTRIC	101422	Street Lights, Traffic Control, Com Ctr, Aug & Sep	100-310-631100	15,296.32
10/27/2022	SAN DIEGO GAS AND ELECTRIC	101422	Street Lights, Traffic Control, Com Ctr, Aug & Sep	100-355-631000	10,514.55
10/27/2022	SAN DIEGO GAS AND ELECTRIC	101422	Street Lights, Traffic Control, Com Ctr, Aug & Sep	100-356-631400	2,753.87
10/27/2022	SAN DIEGO GAS AND ELECTRIC	101422	Street Lights, Traffic Control, Com Ctr, Aug & Sep	100-356-631900	3,364.03
10/27/2022	SAN DIEGO GAS AND ELECTRIC	101422 CM	Street Lights, Traffic Control, Com Ctr, Aug & Sep	100-356-631400	(6,932.80)
10/27/2022	SAN DIEGO GAS AND ELECTRIC	101422 CM	Street Lights, Traffic Control, Com Ctr, Aug & Sep	100-356-631900	(3,364.03)
10/27/2022	SOUTHERN CALIFORNIA EDISON	102122 - Acct #7000760C	Street Lights, Traffic Control, Sep '22	100-355-631000	49.14
10/27/2022	SOUTHERN CALIFORNIA EDISON	102122 - Acct #7000760C	Street Lights, Traffic Control, Sep '22	100-356-631400	53.32
10/27/2022	LOYA, RICKY	112221	Umpire Fees, Community Services, Nov '21	100-310-622502	90.00
10/27/2022	LOYA, RICKY	112519	Umpire Fees, Community Services, Nov '19	100-310-622502	90.00
10/27/2022	BEE MAN, THE	120308	Bee Removal, Public Services, Oct '22	100-355-720701	180.00
10/27/2022	SPARKLETTS	12194330 101222	Operating Supplies, Comm Ctr, Oct	100-310-622005	175.27
10/27/2022	DATA TICKET, INC.	143279	Process Fee, Parking Citations, Sep	100-420-720823	635.00
10/27/2022	HR GREEN PACIFIC, INC.	156418	Public Works Permit Inspections, Sep '22	100-356-700255	11,750.00
10/27/2022	WEST COAST ARBORISTS, INC.	191309	Tree Trimming Services, Sep '22	100-355-720702	29,371.00
10/27/2022	FRIEDMAN IMAGING	2022033	Document Imaging Svcs, Oct '22	100-155-700030	4,410.57
10/27/2022	ABRAHAM, MICHAEL	22108	Professional Services, Oct '22	100-195-720050	3,432.00

Attachment: Payables Detail Report - November 15, 2022 (3006 : Warrant Register, November 15, 2022)

Payables Detail Report

Payment Dates: 10/14/2022 - 11/03/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
10/27/2022	HERITAGE DESIGN GROUP SIGNS & GRAPHICS	26416	Maint & Repairs - Vehicles, Apr '22	100-420-646100	402.05
10/27/2022	COMPLETE OFFICE OF CALIFORNIA	2709960-0	Computer Supplies, Oct '22	100-195-621000	85.21
10/27/2022	STONE IMAGERY	28075	Office Supplies, Oct '22	100-155-620000	431.00
10/27/2022	HOME DEPOT	4071265	Heritage Day, Sep '22	100-310-695531	12.89
10/27/2022	HOME DEPOT	6060024	Heritage Day, Sep '22	100-310-695531	157.06
10/27/2022	RJ ELECTRIC	61259	Parks Contract Repair, Oct '22	100-355-720701	1,135.00
10/27/2022	JAMEY CLARK, INC.	73380	Graffiti Removal, Public Services, Sep '22	100-355-720500	376.00
10/27/2022	JAMEY CLARK, INC.	73437	Park Repairs, Public Services, Oct '22	100-355-720701	1,818.80
10/27/2022	ALL CITY MANAGEMENT, INC.	80552	Crossing Guard Services, 10/2/22 - 10/15/22	100-420-720822	6,527.48
10/27/2022	A SOURCE OF PRIDE	9110524	Operating Supplies, Jul '22	100-195-622000	24.78
10/27/2022	STUDIO TWO BLACK DIAMOND	99337	Printing Services, Oct '22	100-195-623000	113.14
10/27/2022	SUN POWER CORPORATION	CD-0708-ELER-0607-2021	Refund, Permit Fees, R #6110	100-000-459004	5.00
10/27/2022	POOL LOGIC	CD-0774-SP-5-19-18420	Refund, Pool Bond, R #4216	100-000-228001	500.00
10/27/2022	RENEWAGE ENERGY SOLUTIONS	CD-0799-ELEC-0120-2021	Refund, Plan Check Fees, REC-005772-2021	100-000-442005	40.00
10/27/2022	POOL LOGIC	CD-0821-POOLR-0063-2021	Refund, Pool Bond, REC-004783-2021	100-000-228001	500.00
10/27/2022	POOMI, CHRISTINE AND ERIC	CD-0824-BLDR-1066-2021	Refund, Permit Fees, REC-006447-2021	100-000-221011	2.00
10/27/2022	POOMI, CHRISTINE AND ERIC	CD-0824-BLDR-1066-2021	Refund, Permit Fees, REC-006447-2021	100-000-221012	4.00
10/27/2022	POOMI, CHRISTINE AND ERIC	CD-0824-BLDR-1066-2021	Refund, Permit Fees, REC-006447-2021	100-000-227001	100.00
10/27/2022	POOMI, CHRISTINE AND ERIC	CD-0824-BLDR-1066-2021	Refund, Permit Fees, REC-006447-2021	100-000-442000	204.76
10/27/2022	POOMI, CHRISTINE AND ERIC	CD-0825-MECR-0642-2021	Refund, Permit Fees, REC-006449-2021	100-000-221012	4.00
10/27/2022	POOMI, CHRISTINE AND ERIC	CD-0825-MECR-0642-2021	Refund, Permit Fees, REC-006449-2021	100-000-442000	18.01
10/27/2022	POOMI, CHRISTINE AND ERIC	CD-0826-PLMR-0810-2021	Refund, Permit Fees, REC-006450-2021	100-000-221012	4.00
10/27/2022	POOMI, CHRISTINE AND ERIC	CD-0826-PLMR-0810-2021	Refund, Permit Fees, REC-006450-2021	100-000-442000	18.01
10/27/2022	HAN, HYUN	CD-0859-USE-0077-2021	Refund, Plan Fees, REC-005688-2021	100-000-223000	5,814.22
10/27/2022	KATSUYAMA, LAUREN	CSP-0026	Refund, Program, R #1017970.001	100-000-451000	20.00
10/27/2022	NATIONAL CHARITY LEAGUE - LAGUNA NIGUEL	FRD-0246	Refund, Facility Deposit, R #1032703.002	100-000-222000	500.00
10/27/2022	NATIONAL CHARITY LEAGUE - LAGUNA NIGUEL	FRD-0246	Refund, Facility Deposit, R #1032703.002	100-000-451100	(472.50)
10/27/2022	WONG, CAROLE	FRD-0257	Refund, Facility Deposit, R #1034567.002	100-000-222000	250.00
10/27/2022	WONG, CAROLE	FRD-0257	Refund, Facility Deposit, R #1034567.002	100-000-451100	(180.00)
10/27/2022	WATANABE, YUMI	FRD-0278	Refund, Facility Deposit, R #1034921.002	100-000-222000	250.00
10/27/2022	WATANABE, YUMI	FRD-0278	Refund, Facility Deposit, R #1034921.002	100-000-451100	(150.00)
10/27/2022	OFFICE SOLUTIONS	I-02056793	Office/Operating Supplies, Oct '22	100-195-620000	329.40
10/27/2022	OFFICE SOLUTIONS	I-02056793	Office/Operating Supplies, Oct '22	100-195-622000	104.40
10/27/2022	SOUTHERN COMPUTER WAREHOUSE	INV00754135	Software License, Oct '22	100-195-720050	48.70
10/27/2022	PACKET FUSION, INC.	PB15269	Phone System Support, Sep '22	100-195-646000	435.00
10/27/2022	HDL, COREN AND CONE	SIN022272	Property Tax Audit, Oct - Dec '22	100-155-700055	3,037.57
11/01/2022	DEPARTMENT OF MOTOR VEHICLES	110122	Clean Air Vehicle Decal, Nov '22	100-000-120000	22.00
11/03/2022	DIAMOND ENVIRONMENTAL	0004110904	Program Expense, Build a Fort, Aug	100-310-695501	937.97
11/03/2022	DOCU-TRUST	047867	Offsite Data Storage, Oct '22	100-155-700030	125.00
11/03/2022	SAN JOAQUIN HILLS TRANSPORT	063022	Remit, Transportation Corridor Fees, Apr - Jun '22	100-000-221005	7,792.96
11/03/2022	CORRIDOR AGENCY				
11/03/2022	COUNTY OF ORANGE PF RD	063022, #RFR22-00052	Remittance, Carits, Moulton Fees, Apr - Jun '22	100-000-221003	625.00
11/03/2022	FINANCIAL SERVICES				
11/03/2022	COUNTY OF ORANGE PF RD	063022, #RFR22-00052	Remittance, Carits, Moulton Fees, Apr - Jun '22	100-000-221004	3,035.00
11/03/2022	FINANCIAL SERVICES				

Attachment: Payables Detail Report - November 15, 2022 (3006 : Warrant Register, November 15, 2022)

Payables Detail Report

Payment Dates: 10/14/2022 - 11/03/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
11/03/2022	DEPARTMENT OF CONSERVATION	093022	Remittance, SMIP Fee, Jul-Sep '22	100-000-221001	348.19
11/03/2022	DEPARTMENT OF CONSERVATION	093022	Remittance, SMIP Fee, Jul-Sep '22	100-000-221002	7,377.09
11/03/2022	SAN JOAQUIN HILLS TRANSPORT	093022	Remit, Transportation Corridor Fees, Jul - Sep '22	100-000-221005	1,205.09
11/03/2022	CORRIDOR AGENCY				
11/03/2022	CALIFORNIA BUILDING STANDARDS COMMISSION	093022 Q3	Building Standard Fund, Jul-Sep '22	100-000-221011	1,684.00
11/03/2022	DIVISION OF THE STATE ARCHITECT	093022 Q3	Disability Access Fees, Jul-Sep '22	100-000-221012	764.00
11/03/2022	STATE OF CALIFORNIA				
11/03/2022	CALIFORNIA BUILDING STANDARDS COMMISSION	093022 Q3	Building Standard Fund, Jul-Sep '22	100-000-442000	(168.40)
11/03/2022	COX COMMUNICATION	101722	T-1 Line, Oct '22	100-195-630000	813.95
11/03/2022	COX COMMUNICATION	101822	Cable, City Hall, Oct '22	100-195-630000	32.14
11/03/2022	COX COMMUNICATION	101922	WiFi, City Hall, Oct '22	100-195-630000	182.62
11/03/2022	CPRS - SOUTH REGION	102522	Annual Membership, FY 22/23	100-310-610000	145.00
11/03/2022	LASKA, KIERSTIN ALICIA	102822	Heritage Day, Oct '22	100-310-695531	75.00
11/03/2022	EL TORO WATER DISTRICT	110122	Water Usage, Public Works, Sep '22	100-355-635000	20,639.25
11/03/2022	ASH, JENNIFER	110222	Reimbursement, APA California Conference, Oct '22	100-225-611000	124.80
11/03/2022	BEE MAN, THE	120390	Bee Removal, Public Works, Oct '22	100-355-720701	695.00
11/03/2022	ARMIN J. GOMEZ	1300	City Anniversary Expense, Nov '22	100-310-695530	100.00
11/03/2022	COMPLETE OFFICE OF CALIFORNIA	2711824-0	Computer Supplies, Oct '22	100-195-621000	1,009.84
11/03/2022	SHUTE, MIHALY WEINBERGER LLP	278815	Professional Services, Legal, Sep '22	100-155-700011	180.50
11/03/2022	CANON FINANCIAL SERVICES, INC.	29351053	Lease - Copier, Comm Ctr, 10/1/22 - 10/31/22	100-195-641200	279.86
11/03/2022	CANON FINANCIAL SERVICES, INC.	29351054	Lease - Copier, City Hall, 10/1/22 - 10/31/22	100-195-641200	253.84
11/03/2022	CANON FINANCIAL SERVICES, INC.	29351055	Lease - Copier, New Admin Copier, 10/1 - 10/31/22	100-195-630000	1,280.76
11/03/2022	SMART AND FINAL	3831400007101	Office & Operating Supplies, Oct '22	100-155-622000	128.48
11/03/2022	SMART AND FINAL	3831400007101	Office & Operating Supplies, Oct '22	100-195-620000	68.89
11/03/2022	SMART AND FINAL	3831400007101	Office & Operating Supplies, Oct '22	100-195-622000	8.43
11/03/2022	WEST GATE CONTRACTOR	42	Graffiti Removal, Public Works, Oct	100-355-720500	11,000.00
11/03/2022	CROSSTOWN ELECTRICAL AND DATA, INC.	4296-22-010	Traffic Signal Maintenance, Oct '22	100-356-720420	3,644.70
11/03/2022	MERCY HOUSE LIVING CENTERS, INC.	5003-22-07	Contract Services - Homelessness, Jul '22	100-310-720302	3,057.84
11/03/2022	RJ ELECTRIC	61238	Parks Contract Repair, Comm Ctr, Oct '22	100-310-695500	1,440.00
11/03/2022	RJ ELECTRIC	61238	Parks Contract Repair, Comm Ctr, Oct '22	100-355-720701	1,440.00
11/03/2022	CHARLES ABBOTT ASSOCIATES, INC	64781-A PARKS COMM C	Public Works Other, Sep '22	100-355-720410	225.00
11/03/2022	CHARLES ABBOTT ASSOCIATES, INC	64868	Contract Staffing Services, Sep '22	100-225-720512	9,817.50
11/03/2022	CHARLES ABBOTT ASSOCIATES, INC	64869	Professional Services, Sep '22	100-225-700000	25,759.88
11/03/2022	NIEVES LANDSCAPE, INC.	73084	Monthly and Misc Landscape, Oct '22	100-355-720700	87,636.69
11/03/2022	WEX BANK	84609322 COMSVCS	Vehicle Fuel, Oct '22	100-310-613100	23.83
11/03/2022	WEX BANK	84609769 PUBWKS	Vehicle Fuel, Oct '22	100-356-613100	505.60
11/03/2022	WEX BANK	84609778 COMDEV	Vehicle Fuel, Oct '22	100-225-613100	268.93
11/03/2022	MOBILE MINI, INC.	9015695020	Storage Rental, Community Center, 10/26 - 11/22/22	100-310-641000	225.71
11/03/2022	ARIAS, YOLANDA	FRD-0284	Refund, Facility Deposit, R #1035151.002	100-000-222000	250.00
11/03/2022	SHOBE, JANE	FRD-0285	Refund, Facility Deposit, R #1035100.002	100-000-222000	500.00
11/03/2022	SHOBE, JANE	FRD-0285	Refund, Facility Deposit, R #1035100.002	100-000-451100	(485.00)
11/03/2022	OFFICE SOLUTIONS	I-02059683	Office Supplies, Oct '22	100-195-620000	340.65
11/03/2022	COUNTY OF ORANGE, NPDES	PW230301	Newport Bay, Watershed Monitoring, CIP #410	100-600-790600	13,297.30
Fund 100 - GENERAL FUND Total:					413,626.68

Fund: 212 - MEASURE M

11/03/2022	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	1020220374	Street Maintenance, Oct '22	212-355-720400	104.50
------------	--	------------	-----------------------------	----------------	--------

Attachment: Payables Detail Report - November 15, 2022 (3006 : Warrant Register, November 15, 2022)

Payables Detail Report

Payment Dates: 10/14/2022 - 11/03/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
11/03/2022	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	22-2301448	Street Maintenance, Oct '22	212-355-720400	37.77
11/03/2022	CHARLES ABBOTT ASSOCIATES, INC	64781	Road Maintenance, Sep '22	212-355-720400	37,731.90
Fund 212 - MEASURE M Total:					37,874.17
Fund: 221 - SENIOR MOBILITY PROGRAM					
10/20/2022	TOTAL SOURCE OFFICEWORKS	29840	Operating Supplies, Oct '22	221-310-622000	344.80
11/03/2022	CALIFORNIA YELLOW CAB	9406022	Senior Mobility Program, Sep '22	221-310-720000	544.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					888.80
Fund: 307 - C & D FORFEITED DEPOSITS					
10/27/2022	AMINI, ALI	CD-0709-BLDR-0637-202	Refund, C&D Deposit, R #8151	307-000-436000	675.00
11/03/2022	CITY OF LAKE FOREST	1251	MOU LH/LF Franchise Procurement, Jul '22	307-355-700000	3,246.88
11/03/2022	CITY OF LAKE FOREST	1252	MOU LH/LF Franchise Procurement, Aug '22	307-355-700000	4,343.75
11/03/2022	CITY OF LAKE FOREST	1253	MOU LH/LF Franchise Procurement, Sep '22	307-355-700000	1,830.42
Fund 307 - C & D FORFEITED DEPOSITS Total:					10,096.05
Fund: 312 - CASp					
11/03/2022	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	093022 Q3	Disability Access Fees, Jul-Sep '22	312-000-442000	(580.80)
Fund 312 - CASp Total:					(580.80)
Fund: 451 - LIABILITY SELF-INSURANCE					
10/20/2022	WOODRUFF, SPRADLIN AND SMART	72452	Professional Services Legal, Sep '22	451-155-700011	969.97
Fund 451 - LIABILITY SELF-INSURANCE Total:					969.97
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
10/20/2022	HARTZOG AND CRABILL, INC.	22-0559(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Sep '22	600-000-490100	(2,125.00)
10/20/2022	HARTZOG AND CRABILL, INC.	22-0559(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Sep '22	600-251-950168	2,125.00
10/20/2022	COUNTY OF ORANGE, NPDES	PW230207	Watershed Monitoring, CIP#410	600-000-490100	(1,483.30)
10/20/2022	COUNTY OF ORANGE, NPDES	PW230207	Watershed Monitoring, CIP#410	600-254-950410	1,483.30
11/03/2022	COUNTY OF ORANGE, NPDES	PW230301	Newport Bay, Watershed Monitoring, CIP #410	600-000-490100	(13,297.30)
11/03/2022	COUNTY OF ORANGE, NPDES	PW230301	Newport Bay, Watershed Monitoring, CIP #410	600-254-950410	13,297.30
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					462,874.87

Attachment: Payables Detail Report - November 15, 2022 (3006 : Warrant Register, November 15, 2022)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	413,626.68	413,626.68
212 - MEASURE M	37,874.17	37,874.17
221 - SENIOR MOBILITY PROGRAM	888.80	888.80
307 - C & D FORFEITED DEPOSITS	10,096.05	10,096.05
312 - CASp	(580.80)	(580.80)
451 - LIABILITY SELF-INSURANCE	969.97	969.97
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	462,874.87	462,874.87

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	20.00	20.00
100-000-220444	EncroachmentGrading	1,372.00	1,372.00
100-000-221001	SMIP - Residential	348.19	348.19
100-000-221002	SMIP - Commercial	7,377.09	7,377.09
100-000-221003	MOULTON	744.91	744.91
100-000-221004	Carits	3,831.73	3,831.73
100-000-221005	SJHTC A	8,998.05	8,998.05
100-000-221011	Building Standards Fee	1,686.00	1,686.00
100-000-221012	SB1186 ADA CASp Fees	776.00	776.00
100-000-222000	Refundable Deposits	1,750.00	1,750.00
100-000-223000	Plan Application Deposit	5,814.22	5,814.22
100-000-227001	SecurityDeposit-WasteRecycling	100.00	100.00
100-000-228001	Swimming Pool Bonds	2,500.00	2,500.00
100-000-442000	Building Related Permits	72.38	72.38
100-000-442005	Plan Check Fees - Fee Base	40.00	40.00
100-000-451000	Recreation Fees	20.00	20.00
100-000-451100	Recreation Fees-Reservation	(1,287.50)	(1,287.50)
100-000-459004	Misc Recovery- Prior Year	5.00	5.00
100-155-610000	Memberships and Dues Expense	250.00	250.00
100-155-611000	Training and Education	550.00	550.00
100-155-612001	Travel - League of CA Cities	280.00	280.00
100-155-620000	Office Supplies	431.00	431.00
100-155-622000	Operating Supplies	630.86	630.86
100-155-626000	Subscriptions & Books	724.37	724.37
100-155-700010	Legal Services-General Counsel	29,920.00	29,920.00
100-155-700011	Legal Services-Litigation	3,524.50	3,524.50
100-155-700030	Professional Svcs- City Clerk	4,535.57	4,535.57
100-155-700055	Professional Services -	6,075.14	6,075.14
100-195-617000	Recruitment	1,027.00	1,027.00
100-195-620000	Office Supplies	822.83	822.83
100-195-621000	Computer Supplies	1,095.05	1,095.05
100-195-622000	Operating Supplies	180.39	180.39
100-195-623000	Printing	113.14	113.14
100-195-630000	Telephone & Communication	3,452.88	3,452.88
100-195-641200	Rent/Lease - Copier	533.70	533.70
100-195-646000	Maint & Rep-Equip & Machinery	435.00	435.00
100-195-720050	Contract Serv-Software Support	7,058.26	7,058.26
100-195-940000	Computer Hardware & Software	5,199.80	5,199.80
100-225-610000	Memberships and Dues Expense	20.00	20.00
100-225-611000	Training and Education	124.80	124.80
100-225-613100	Vehicle-Fuel	268.93	268.93
100-225-700000	Prof. Svcs - Building & Safety	25,759.88	25,759.88
100-225-720512	Contract Staffing Services	9,817.50	9,817.50
100-310-610000	Memberships and Dues Expense	145.00	145.00
100-310-613100	Vehicle-Fuel	23.83	23.83
100-310-622005	Operating Supplies Comm Ctr	317.64	317.64

Attachment: Payables Detail Report - November 15, 2022 (3006 : Warrant Register, November 15, 2022)

Payables Detail Report

Payment Dates: 10/14/2022 - 11/03/2022

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-310-622502	Supplies-Adult Leagues	630.00	630.00
100-310-626000	Subscriptions & Books	246.59	246.59
100-310-630100	Phone & Communication Comm	96.67	96.67
100-310-631100	Utilities - Electric Comm Ctr	15,296.32	15,296.32
100-310-635100	Utilities - Water Comm Ctr	1,159.98	1,159.98
100-310-641000	Rent/Lease - Equipment	526.48	526.48
100-310-695500	Special Events-Program Service	1,510.01	1,510.01
100-310-695501	Day Camps & Build A Fort	937.97	937.97
100-310-695502	Special Needs Program	9.99	9.99
100-310-695507	Marathon 5k	2,974.50	2,974.50
100-310-695530	City Anniversary Program	100.00	100.00
100-310-695531	Heritage Day	3,218.95	3,218.95
100-310-720302	Contract Services - Homelessness	3,057.84	3,057.84
100-355-610000	Memberships and Dues Expense	180.00	180.00
100-355-611000	Training and Education	101.00	101.00
100-355-622000	Operating Supplies	189.61	189.61
100-355-631000	Utilities - Electric	11,452.10	11,452.10
100-355-635000	Utilities - Water	26,428.83	26,428.83
100-355-720410	Street Sweeping	225.00	225.00
100-355-720500	Graffiti Removal	11,376.00	11,376.00
100-355-720700	Landscape Maintenance Contract	87,636.69	87,636.69
100-355-720701	Parks Contract Repair	5,337.40	5,337.40
100-355-720702	Tree Maintenance	31,903.13	31,903.13
100-356-613100	MOE Vehicle Fuel	505.60	505.60
100-356-630000	MOE Telephone &	24.87	24.87
100-356-631400	MOE Electricity-Streetlights &	8,507.26	8,507.26
100-356-631900	MOE Electricity On-bill Financing	4,327.83	4,327.83
100-356-646100	MOE Maintenance & Repairs	272.75	272.75
100-356-700100	MOE City Engineer Services	2,249.28	2,249.28
100-356-700255	MOE Improvement Inspection	11,750.00	11,750.00
100-356-720420	MOE Traffic Signal Maintenance	3,644.70	3,644.70
100-420-622000	Operating Supplies	130.02	130.02
100-420-646100	Maint & Repairs - Vehicles	402.05	402.05
100-420-695000	CommunityAsstnc/PublicRelation	2,560.79	2,560.79
100-420-720822	Crossing Guard Services	6,527.48	6,527.48
100-420-720823	Parking Citation Processing	635.00	635.00
100-420-720835	Fingerprint Identification Svc	1,233.00	1,233.00
100-420-720850	Private Security Patrol	11,870.25	11,870.25
100-600-790600	Transfers Out - Capital Imprv	16,905.60	16,905.60
212-355-720400	Street Maintenance	37,874.17	37,874.17
221-310-622000	Operating Supplies	344.80	344.80
221-310-720000	Contract Services	544.00	544.00
307-000-436000	Recycling Revenues	675.00	675.00
307-355-700000	Professional Services	9,421.05	9,421.05
312-000-442000	Building Related Permits	(580.80)	(580.80)
451-155-700011	Legal Services-Litigation	969.97	969.97
600-000-490100	Transfer In- General Fund	(16,905.60)	(16,905.60)
600-251-950168	TrafficSignalImprovCoordination	2,125.00	2,125.00
600-254-950410	NPDES Permit & Fees	14,780.60	14,780.60
Grand Total:		462,874.87	462,874.87

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	462,874.87	462,874.87
Grand Total:	462,874.87	462,874.87

Attachment: Payables Detail Report - November 15, 2022 (3006 : Warrant Register, November 15, 2022)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 15, 2022

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Resolution Reestablishing the Associate Engineer Classification 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, reestablishing the Associate Engineer classification along with salary range and benefits within the Bargaining Unit covered by the Memorandum of Understanding with the Laguna Hills City Employees Association."

SUMMARY:

Staff is proposing to reestablish the Associate Engineer classification within the bargaining unit covered by the Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA). Since this classification will once again be included in the bargaining unit represented by LHCEA, it is necessary for the City Council to add the classification and salary range to the MOU by adopting the attached Resolution. This action can be absorbed in the current budget and will result in reduced personnel expenses.

The City's Assistant City Engineer, Amber Shah, resigned from the City on Monday, November 14, due to accepting a Director position at another agency. She was first hired by Laguna Hills on March 21, 2016 as Associate Civil Engineer, and was subsequently promoted to Assistant City Engineer on July 1, 2021. In keeping with historical practice, the City would like to recruit for an Associate Engineer and develop

Reestablishing the Associate Engineer Classification

November 15, 2022

Page 2

the employee over time allowing for growth within the organization. Reestablishing the Associate Engineer position is required before the City can commence the recruitment process.

Attached to this report is the salary data used to arrive at the proposed monthly salary range of \$8,809 to \$10,708. Following the City's belief and established employee compensation program to attract and retain highly qualified individuals, this range is based on the average of the comparator agencies' average plus five percent for the Associate Engineer position. This position would be subject to all provisions of the MOU.

FISCAL IMPACT:

The total cost for the Associate Engineer classification is lower than that of the Assistant City Engineer position, resulting in an overall savings to the City's current personnel budget. The Assistant City Engineer position will remain on the approved classification schedule, but the funding for the position will be transferred to the Associate Engineer position.

ATTACHMENTS:

- Proposed Resolution - Employment Classification Associate Engineer
- Associate Engineer Salary Range

RESOLUTION NO. 2022-11-15-x

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

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

WHEREAS, on 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 now wishes to reestablish a full-time, non-management position to the bargaining unit covered by the MOU.

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

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

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

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

FULL-TIME POSITION – NON MANAGEMENT	MONTHLY RANGE	
Associate Engineer	\$ 8,809.57	\$ 10,708.09

SECTION 5. The Members of the Association have been notified concerning the actions set forth herein.

SECTION 6. The changes to the employment classifications and salary ranges set forth herein shall be effective November 16, 2022.

PASSED, APPROVED, AND ADOPTED this 15th day of November 2022.

DAVE WHEELER, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-11-15-x adopted by the City Council of the City of Laguna Hills, California, at an Adjourned Regular Meeting thereof held on the 15th day of November, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Associate Engineer

City	Comparable Class Title	Min	C.P./Max
Brea	Associate Engineer	\$ 7,087.09	\$ 9,073.22
Buena Park	Associate Engineer	\$ 8,467.00	\$ 10,254.00
Cypress	Associate Engineer	\$ 8,300.00	\$ 10,089.00
Dana Point	Associate Engineer	\$ 7,511.00	\$ 9,960.00
Fountain Valley	Engineering Associate	\$ 8,631.73	\$ 10,491.92
Irvine	Associate Engineer	\$ 6,101.33	\$ 9,590.53
Laguna Beach	Associate Civil Engineer	\$ 8,497.00	\$ 11,954.00
Laguna Niguel	Associate Civil Engineer	\$ 7,978.00	\$ 9,970.00
Lake Forest	No Comparable Class		
Mission Viejo	Associate Engineer	\$ 7,545.20	\$ 10,554.27
Newport Beach	Associate Civil Engineer	\$ 7,834.88	\$ 11,017.89
Orange	Associate Engineer	\$ 7,399.00	\$ 9,488.00
Rancho Santa Margarita	No Comparable Class		
San Clemente	Associate Civil Engineer	\$ 8,526.20	\$ 10,363.65
San Juan Capistrano	Associate Engineer	\$ 8,219.00	\$ 9,991.00
Tustin	Associate Engineer	\$ 7,780.93	\$ 9,977.07
Yorba Linda	No Comparable Class		
Mean		\$ 7,848.45	\$ 10,198.18
Mean * 5%		\$ 8,240.88	\$ 10,708.09

Proposed Salary Range

Step A		Step B		Step C		Step D		Step E	
\$	8,809.57	\$	9,250.05	\$	9,712.55	\$	10,198.18	\$	10,708.09



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 15, 2022

TO: Mayor and Council Members

FROM: Larry Longenecker
Community Development Director

ISSUE: Proposed Professional Services Agreement with De Novo Planning Group for Consultant Services Related To: General Plan Housing Element Update Certification; Housing Site Inventory Rezoning and Related Environmental Review; and Objective Design Standards

RECOMMENDATION: That the City Council:

- 1) Waive formal competitive bidding and request for proposals procedure set forth in the Laguna Hills Municipal Code ("LHMC") Section 3-08.150 pursuant to the exceptions set forth in LHMC Sections 3-08.110(C), (I) and (J) for approval of a proposed Professional Services Agreement with De Novo Planning Group for consultant services related to the following planning services: General Plan Housing Element Update certification; housing site inventory rezoning and related environmental review; and objective design standards; and
- 2) Approve and authorize the Mayor or the Mayor Pro Tempore to sign the proposed Professional Services Agreement with De Novo Planning Group, in the total maximum not-to-exceed contract amount of \$281,292.

SUMMARY:

General Plan Housing Elements are required by State law to be updated every eight years consistent with regional housing cycles, with the current cycle covering 2021-2029. The consultant team Placeworks was hired by the City in August 2020 to assist with preparation of the City's Housing Element Update. Since that time, the City has submitted its Housing Element Update to HCD for three separate rounds of review, in

November 2021, June 2022, and August 2022. HCD provided its most recent comment letter to the City on September 28, 2022. While the City has made significant progress toward Housing Element certification, there remain issues with HCD related to the City's housing sites inventory and related assessment of fair housing.

To adequately address HCD's remaining concerns, staff has determined a fresh perspective for the City's Housing Element Update is warranted. A local and reputable consultant firm, De Novo Planning Group, has indicated immediate availability to assist the City with completing the Housing Element Update and necessary rezoning of the housing sites inventory. De Novo has a proven track record for obtaining HCD certification, having already achieved Housing Element certification for six of their client cities during this housing cycle.

Attached to this report (Attachment 1) is a proposed Professional Services Agreement with De Novo Planning Group in the total maximum not-to-exceed contract amount of \$281,292, with a scope of work provided as Exhibit "A" and including: Housing Element certification, site rezoning, environmental review, and objective design standards.

Staff procurement for professional services is typically conducted through a formal request for proposals (RFP) procedure. However, due to unique circumstances, a formal procurement process is not in the City's best interest due to lack of consultant availability, urgency in completing the required work, and De Novo's proven expertise in the subject matter. The City Council is, therefore, requested to waive the formal RFP process set forth in Laguna Hills Municipal Code (LHMC) Section 3-08.150, pursuant to the exceptions set forth in LHMC Sections 3-08.110 (C), (I) and (J), all as detailed in this staff report.

BACKGROUND:

Housing Element Overview

General Plan Housing Elements are required by State law to be updated every eight years consistent with regional housing cycles, with the current cycle covering the 2021-2029 planning period. A key Housing Element requirement is identification of the City's obligation to plan for new housing during the planning period. This is accomplished through a Regional Housing Needs Assessment (RHNA). Laguna Hills' State-assigned RHNA for the current planning period is 1,985 new units. Another important aspect of the Housing Element Update, new for this housing cycle, is an assessment of fair housing, with a primary objective of affirmatively furthering fair housing, including

analysis of the Housing Element sites inventory, which overlays the identified housing sites with fair housing layers to compare the distribution of sites and their projected affordability with fair housing indicators such as income distribution, transit access, etc.

The Housing Element is unique in the level of State involvement in the review process. Under State law, cities and counties are required to submit their draft Housing Element to HCD for review and issuance of findings as to whether, in its opinion, the element complies with State law. A finding of compliance by HCD is referred to as “certification.” Housing Element certification is important in preserving the City’s eligibility for some State grant programs, in maintaining the legal adequacy of the General Plan, and in maintaining the City’s local control of land use decisions.

Work Accomplished to Date

The consultant team Placeworks was hired by the City in August 2020 to assist with preparation of a draft Housing Element Update. The City submitted the first draft of the Housing Element Update to HCD on November 4, 2021, for a 60-day review and comment period. A comment letter from HCD was provided to the City on January 4, 2022. After multiple public workshops and meetings with City Council, Staff and the consultant team Placeworks revised the draft Housing Element to address HCD comments, then commenced a 30-day public review period on May 27, 2022, and submitted the revised draft Housing Element for HCD review on June 3, 2022. At a noticed public hearing, on June 28, 2022, the City Council adopted the Housing Element.

Thereafter, the City received a second comment letter from HCD on August 2, 2022. The Placeworks consultant team made further revisions to the adopted Housing Element and again submitted the document to HCD for review, in an effort to achieve HCD certification prior to the October 15, 2022 deadline, which would have allowed the City three years to process necessary rezoning of its identified housing sites. Instead, HCD provided a third comment letter to the City (Attachment 2) on September 28, 2022. While the City has made significant progress toward Housing Element certification, there remain issues with HCD related to the City’s sites inventory and related assessment of fair housing.

DISCUSSION:

De Novo Planning Group

After three rounds of HCD review, and to adequately address HCD’s remaining concerns, staff has determined a fresh perspective for the City’s Housing Element Update is

warranted. Staff considered the idea of hiring a different consultant team earlier in the year; however, no qualified housing consultants were available at that time, as all were preoccupied with ongoing Housing Element commitments with other jurisdictions. Now, a local and reputable consultant firm, De Novo Planning Group, has indicated immediate availability to assist the City with completing the Housing Element update certification project and processing the necessary rezoning of the Housing Element housing sites inventory. De Novo has a proven track record for obtaining HCD certification, having already achieved Housing Element certification for six of their client cities during this housing cycle.

Attached to this report (Attachment 1) is a proposed Professional Services Agreement with De Novo Planning Group in the total maximum not-to-exceed contract amount of \$281,292. De Novo's scope of work is included as Exhibit "A" to the attached proposed Professional Services Agreement including the following work tasks:

1. Housing Element Certification. This task entails completing the Housing Element sites inventory selection and analysis, including public outreach, and the related assessment of fair housing, then processing the Housing Element Update with HCD for certification.
2. Rezone Program. This task includes Development Code text and map amendments necessary to accommodate high density housing on sites identified in the Housing Element housing sites inventory.
3. Environmental Review/Initial Study. The initial study is the first step in the environmental review process, the results of which will dictate the appropriate environmental compliance for the project. As proposed, the initial study includes preparation of technical studies, including transportation, air quality, and others, that will support the City's environmental analysis and compliance with CEQA.
4. Objective Design Standards. De Novo proposes preparation of objective design standards for the City, to be considered simultaneously with the zone change and related Development Code text amendments referenced in Task 2, above. In accordance with State law, only objective design and development standards may be used during local jurisdiction review of multifamily and mixed-use development projects. For this reason, the City recently conducted a request for proposals (RFP) process, with consultant proposals due to the City by September 30, 2022. Subsequently, in early October, City staff learned of De Novo Planning Group's immediate availability to help the City finish the Housing Element Update and process the rezoning of identified housing sites. There are

benefits and significant cost savings associated with choosing De Novo Planning Group to prepare the City's objective design standards as well, as discussed later in this report.

Professional Services Contracts

Typically, staff procurement for professional services is conducted through a formal request for proposals procedure, inviting proposals from multiple qualified consultant firms. However, in the opinion of the Purchasing Officer, and under the unique circumstances presented, such a formal procurement process at this time is not in the City's best interest for the reasons stated below. The City Council is, therefore, requested to waive the formal request for proposals process set forth in LHMC Section 3-08.150, pursuant to the exceptions set forth in LHMC Sections 3-08.110 (C), (I) and (J). For each of the exceptions, the Purchasing Officer has provided justifications below for waiving the formal competitive bidding requirements of LHMC 3-08.150.

LHMC 3-08.110(C)

When after a reasonable attempt has been made to obtain informal bids or proposals, and it has been determined by the Purchasing Officer that three bids or proposals cannot be obtained.

Justification: During the previous two years, all jurisdictions in the SCAG region, and throughout the State, have been busy updating their Housing Elements as required by State law, such that virtually all reputable and qualified housing consultants have been under contract and not available to take on any new work. State legislation approved in recent years has created substantial additional Housing Element work for consultants, causing unforeseen challenges and delays in obtaining HCD certification. Although Housing Element updates for jurisdictions in the SCAG region were due to HCD by October 15, 2021, 46% of SCAG jurisdictions still have not received HCD certification, and 57% of Orange County jurisdictions have not received HCD certification.

With a majority of Orange County cities still out of Housing Element compliance, a majority of reputable and qualified housing consultants remain under contract and still not available to take on any new work. City Staff has confirmed with multiple housing consultants that they do not currently have capacity to submit a proposal for new Housing Element consulting work. During this housing cycle, De Novo Planning Group prepared Housing Element updates for 13 jurisdictions; however, De Novo has successfully received HCD certification for six of those jurisdictions, and now has immediate capacity for taking on new work.

LHMC 3-08.110(I)

When an unusual or unique situation exists, in that due to experience, specialized qualifications, particular expertise, performance history, and/or reputation, a particular company, vendor, consultant, or contractor is uniquely qualified for a particular task or project, which makes application of the requirements for competitive solicitation under this chapter contrary to either the intended purpose of the project or the public interest.

Justification: De Novo Planning Group is a reputable land use and environmental planning firm that has also emerged during this housing cycle as a highly qualified Housing Element consultant, with six certified Housing Elements achieved in recent months, and seven other Housing Elements in process. The proposed De Novo project team is comprised of local practitioners, operating out of De Novo's Tustin office, with unique expertise and understanding for housing and land use issues in the region and locally, with two certified Housing Elements in Orange County, including nearby Rancho Santa Margarita in south Orange County. In addition, De Novo has successfully prepared objective design standards for several municipalities, including in Orange County.

LHMC 3-08.110(J)

When, in the opinion of the City Council, it is determined that compliance with the procurement policies, procedures and/or requirements is not in the best interest of the city.

Justification: For all of the reasons stated above, it is the opinion of the Purchasing Officer that it is not in the City's best interest to conduct a formal RFP process for the Housing Element, rezoning, and objective design standards consultant services as described in this report and the consultant's scope of work (Exhibit "A" to Attachment 1).

The City's Housing Element Update, as required by State law, is past due and time is of the essence. A formal RFP process would delay progress on the Housing Element for as many as 8 to 10 weeks, all the while the City remains subject to numerous penalties for not having a certified Housing Element. The City needs a qualified housing, land use, and environmental consultant who is available immediately and with a proven track record of securing Housing Element certification on behalf of their municipal clients. De Novo Planning Group meets these criteria, has submitted a thorough and cost-effective scope of work (Exhibit "A" to Attachment 1) and, if approved by the City Council, will commence work immediately.

With regard to objective design standards, a recent formal RFP process resulted in proposals with significantly higher cost than proposed by De Novo, in part because other consultants would have to familiarize themselves with the City's Housing Element and the Housing Element housing sites inventory, as well as the development standards established as part of the City's rezoning effort to accommodate high density housing on the housing sites. If approved by City Council, De Novo will be completing the Housing Element Update and processing the related rezoning efforts, and will therefore be intimately familiar with the documents and regulations, which efficiencies are anticipated to save the City both time and money.

There are also significant cost savings with one consultant managing the rezone process and preparation of both the development standards and objective design standards, because all will be reviewed together during one public outreach process, study sessions, and public hearings, rather than the objective design standards processed separate from the rezone and development standards efforts. In fact, these efficiencies and economies of scale resulted in De Novo Planning Group's cost proposal for objective design standards being substantially lower than any of the bids received in response to the City's RFP for consultant services to prepare objective design standards as a separate, stand-alone effort.

FISCAL IMPACT:

The total maximum not-to-exceed contract amount proposed under the Professional Services Agreement with De Novo Planning Group is \$281,292 for completion of the Housing Element Update certification, related rezoning of housing sites and related environmental review, and preparation of objective design standards. An amendment to the City's budget for fiscal year 2022/2023 was adopted by City Council on October 11, 2022, which included budget for the work now proposed by De Novo Planning Group, as summarized in the below table (next page):

Professional Services Agreement - De Novo Planning Group

November 15, 2022

Page 8

Table 1, Comparison - FY 2022/23 City Budget and De Novo Proposal

TASK	Adopted Budget	De Novo Proposal*
Housing Element Certification	\$100,000	\$49,470
Rezone Program / Environmental Review**	\$250,000	\$197,584
Objective Design Standards	\$100,000	\$34,238
Total	\$450,000	\$281,292

*Costs include project management and contingency fees.

**Cost includes initial study and technical studies. Budget amendment anticipated for preparation of CEQA document, if necessary.

As a reminder, fiscal impact to the City for the proposed project is anticipated to be partially offset by two grants awarded to the City. A \$150,000 Local Early Action Plan (LEAP) state grant was awarded in 2021 for preparation of the City's Housing Element Update, and \$70,000 in SB2 funds was awarded in 2019 for preparation of objective design standards. Work related to both grants must be completed and invoiced by September 2023.

ATTACHMENTS:

- Attachment 1 - Proposed Professional Services Agreement with De Novo Planning Group
- Attachment 2 - September 28, 2022 HCD Comment Letter

PROFESSIONAL SERVICES AGREEMENT
De Novo Planning Group
*(Housing Element Update Certification Project, Rezoning Program,
 & Objective Design Standards for Multifamily and Mixed-Use Projects)*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective the 16th day of November 2022, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as “City”) and DE NOVO PLANNING GROUP, a California S-corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified land use and environmental planning consulting services firm, specializing in community planning, environmental studies, design, and development services, for final preparation and completion of the City's state-mandated 2021-2029 Housing Element update consistent with all applicable requirements of State Planning Law and State Housing Law to be certified by the California Department of Housing and Community Development (“State HCD”), as well as for completion of the state-mandated Rezoning Program and for the development of Objective Design Standards for multifamily and mixed-use projects, including environmental review related thereto (the “Project”).

B. Consultant has submitted to City a proposal, dated November 1, 2022, to provide professional land use and environmental planning consulting services to City necessary for the City to complete its ongoing state-mandated 2021-2029 Housing Element update to be certified by State HCD, as well as to prepare and complete the state-mandated Rezoning Program, and to develop Objective Design Standards for multifamily and mixed-use projects 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 professional land use and environmental consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, or specialized technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional land use and environmental consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated November 1, 2022, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant’s signed, original Proposal/Scope of Work dated November 1, 2022 (“Consultant’s Proposal”) and submitted to City, which shall both be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal is attached hereto as Exhibit “A” and is hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant’s Proposal (Exhibit “A”).

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Consultant's Proposal/Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the

Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, as 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 Two Hundred Eighty One Thousand Two Hundred Ninety Two Dollars (\$281,292.00) (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 (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Intentionally omitted.

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

any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of two (2) years, commencing on November 16, 2022 and ending on November 15, 2024, unless extended by mutual agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and

acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be

void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility & Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify,

defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

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

5. **INSURANCE**

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

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

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

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

C. **Workers' Compensation Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all

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

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

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the

State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

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

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

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

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

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

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees,

agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

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

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

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

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies, or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and

volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

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

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

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

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

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

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

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

6. **INDEMNIFICATION**

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

7. **REPORTS AND RECORDS**

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

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

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

8.4 Default of Consultant.

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

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

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

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and

complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital

status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

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

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

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

To Consultant:

De Novo Planning Group
 Attention: Amanda Tropiano, Principal
 180 E. Main Street, Suite 108
 Tustin, California 92780
 Telephone: (714) 453-7711

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

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

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

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

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

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

10.9 Labor Code Requirements.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“CITY”
City of Laguna Hills,
 a California municipal corporation

 DAVE WHEELER,
 Mayor

ATTEST:

 (SEAL)
 JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
De Novo Planning Group, a California
 corporation

By: _____
 BEN RITCHIE,
 President

By: _____
 STEVE MCMURTRY,
 Chief Financial Officer

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

FOR

COMPLETION OF HOUSING ELEMENT UPDATE CERTIFICATION PROJECT,

STATE-MANDATED REZONING PROGRAM,

AND

OBJECTIVE DESIGN STANDARDS FOR MULTIFAMILY & MIXED-USE PROJECTS

DATED: NOVEMBER 1, 2022

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

November 1, 2022

Larry Longenecker, AICP | Community Development Director
Community Development Department
City of Laguna Hills
24035 El Toro Road, Laguna Hills, CA 92653
Office: 949.707.2675 | llongenecker@lagunahillsca.gov

SUBJECT: Proposal for Housing Element Certification, Rezone Program, Initial Study, and Objective Design Standards

Dear Mr. Longnecker:

On behalf of De Novo Planning Group, thank you for the opportunity to submit this proposal to assist the City of Laguna Hills with completing an update to its Housing Element consistent with State Housing Law, implementing the required Housing Element rezoning program, preparing an Initial Study for the Project, and preparing Objective Design Standards for multifamily and mixed-use development. Based on our review of the Housing Element adopted in June 2022 (revised in August 2022), the State's most recent comments on the City's Housing Element, and our management team's familiarity with key local issues and opportunities, we are confident we can help the City be found in compliance with State Housing Law and implement the necessary rezoning program so that the Housing Element can be certified by the California Department of Housing and Community Development and the City can be prepared to meet the housing needs of its current and future residents.

Our team will provide the City of Laguna Hills with an energetic and dedicated group of principal-level professionals with exceptional skills and qualifications. Our team is led by De Novo Principal, Amanda Tropiano, who will serve as the primary point of contact for the City and Starla Barker, AICP, who will manage the environmental review. Our in-house management and technical team is composed of strategic planners who value creative problem-solving and we are ready and able to respond to whatever comes our way as we work with you on this project. We strongly believe our principal-level attention, availability, experience working with similar communities, and creativity will best assist the City in completing its Housing Element, rezoning program, and objective design standards.

We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at (714) 453-7711 or atropiano@denovoplanning.com.

Sincerely,

DE NOVO PLANNING GROUP
Amanda Tropiano, Principal



Corporate Office
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
916.949.3231

Southern California
180 E Main Street, Suite 108
Tustin, CA 92780
714.453.7711



www.denovoplanning.com
info@denovoplanning.com

COMPANY DATA

De Novo Planning Group is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. Since 2008, De Novo Planning Group has successfully operated in the Sacramento, Greater Bay Area, Central Valley, Tahoe Basin, and northern California regions, and in 2017, opened an office in Orange County – led by Principal Amanda Tropiano – to serve southern California clients. The firm’s principal-level staff have successfully completed over 350 projects consisting of comprehensive general plans, specific plans, housing elements, environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, and development projects throughout California.

Our Mission

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

Our Philosophy

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

Official Name

De Novo Planning Group

Primary Point of Contact

Amanda Tropiano
Principal
714-453-7711
atropiano@denovoplanning.com
180 E. Main Street, Suite 108
Tustin, CA 92780

Entity Type

California S-Corporation

Federal Employer ID

26-2962235

Firm Locations

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

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

Ownership

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

Years in Business/Providing Service

14

Other Lines of Business

None

TASK 1 HOUSING ELEMENT CERTIFICATION

De Novo understand that the City Council adopted the City's updated 2021-2029 Housing Element in June 2022 (with subsequent revisions in August 2022), and that the California Department of Housing and Community Development (HCD) has identified additional revisions necessary for the Housing Element to be found in compliance with State Housing Law. These revisions are generally focused on providing additional analysis regarding the City's duty to affirmatively further fair housing, expanding the City's sites inventory discussion (including the potential to identify and analyze additional sites not currently included), and programmatic revisions necessary to respond to the additional analysis described above. HCD has also identified the need for the City to collaborate with the public and key stakeholders as it prepares revision to its Housing Element. De Novo is prepared to immediately engage with City Staff, representatives from HCD, elected and appointed officials, and the community to assist the City with revising its Housing Element to address all outstanding issues and allow HCD to find the Housing Element in compliance with the statutory requirements of State Housing Law upon its adoption and the completion of the required rezoning program.

Task 1.1 Housing Element Certification Kickoff

De Novo and City Staff will meet in-person to discuss the specifics of the project objectives, key tasks, schedule, and communication protocol. Staff will provide De Novo will all available original project source files, including a Word version of the Housing Element (with all track changes maintained), Excel files regarding the site inventory, GIS files, fair housing data, and any other relevant files necessary to complete the project.

Deliverables:

- Meeting agenda, summary notes, data request list

Task 1.2 Housing Element Update Technical Revisions

De Novo will revise the Housing Element to address HCD's comments (as specified in their letter dated September 28, 2022) consistent with the statutory requirements of State Housing Law and to the satisfaction of HCD and the City of Laguna Hills. De Novo will work with the City and HCD staff to prepare draft revisions for public review and will solicit public feedback on the draft revisions. This task will include the following revisions:

Affirmatively Furthering Fair Housing Revisions

- Quantification and evaluation of the RHNA by income group and location, including an analysis at the neighborhood or planning area level (to be based on final site inventory)
- Modifications to the Housing Programs to include more specific commitments, timing, geographic targeting, and metrics

Site Inventory

- Further analysis of currently listed sites to determine if they can remain in the inventory or if they must be removed (specifically sites 81, 101, 103, and the AV and AP Apartments)
- Identification and analysis of additional sites that could be included in the inventory beyond those currently listed (we assume that up to 10 additional sites may be considered)
- Analysis of the City's site inventory related to the City's duty to affirmatively further fair housing

City of Laguna Hills Proposal**Housing Element Certification, Rezone Program, Initial Study, and Objective Design Standards**

- Modifications to the Housing Programs and/or the preparation of new programs to support the final site inventory
- Submittal of the final electronic site inventory form to HCD with the readopted Housing Element

Community Outreach

- Summary of community outreach process, feedback received, and description of how feedback influenced revisions

Deliverables:

- Administrative Draft Revised Housing Element, Second Draft Revised Housing Element, Public Review Draft Revised Housing Element, Final Housing Element (for readoption)

Task 1.3 HCD Coordination

De Novo will coordinate directly with HCD staff to discuss and resolve the outstanding items identified by the Department in its letter dated September 28, 2022. De Novo expects to work directly with HCD staff to solicit informal feedback on draft revisions to ensure that the revisions adequately address the Department's findings. It is expected that this process will be iterative and will include up to two rounds of informal review by HCD staff.

Deliverables:

- Ongoing coordination with HCD staff including two rounds of informal review; one full-color bound hard copy of the Final Draft or Adopted Housing Element delivered to HCD in Sacramento (as required by HCD)

Task 1.4 Study Sessions (3)

De Novo will facilitate up to three study sessions with the Planning Commission and/or City Council as part of this revision process. As appropriate, these study sessions may also touch on the topic of objective design standards which would apply to future multifamily and mixed-use projects which could be developed through the City's rezoning program.

Deliverables:

- Facilitation of three (3) study sessions, including presentation materials and boards

Task 1.5 Public Education

De Novo will work with Staff to prepare public education material to share regarding the revisions to the Housing Element. This may include emails to interested parties or stakeholders, social media posts, a project factsheet, common questions and answers, text for regular newsletters/programs, or other relevant methods of communication. This includes supporting the City with posting and sharing the revisions as required prior to sending revisions to HCD for review.

Deliverables:

- Preparation of general public education material as needed to support public review and readoption of the Housing Element

Task 1.6 Stakeholder Outreach

De Novo will reach out to up to five key stakeholders to discuss the project and solutions to resolve HCD's findings. It is expected that this outreach will include discussions with property owners, developers, interest groups, affordable housing advocates, homeowners groups, or other similar stakeholders. As appropriate, this outreach will also discuss the City's objective design standards.

Deliverables:

- Up to five stakeholder interviews/discussions

TASK 2 REZONE PROGRAM

The City has determined that there is not sufficient land available with the appropriate zoning in place to accommodate its RHNA and that rezoning of multiple sites is required to accommodate at least an additional 528 units at sites with a density of at least 30 du/ac. De Novo understands that pursuant to Senate Bill 197 (Chapter 70, Statutes of 2022), because the adopted and subsequently revised Housing Element was not found in compliance by October 15, 2022, HCD cannot find the element in compliance until the required rezoning program is complete. This task will implement Housing Programs H-11 and H-21 (as modified through Task 1). Note that it is likely that the General Plan Land Use Element will need to be amended consistent with the City's rezone program; De Novo expects that City Staff will undertake this minor amendment if needed. De Novo has teamed with SWA Group for support in preparing customized development standards as part of this task.

Task 2.1 Rezone Program Kickoff

De Novo and City Staff will meet in-person to discuss the specifics of the rezone program, key tasks, schedule, and communication protocol.

Deliverables:

- Meeting agenda, summary notes

Task 2.2 Administrative Draft Zoning Text Amendment

De Novo will create an administrative draft of the rezone program/zoning text amendment. We will coordinate with City staff to ensure adequate time for review and discussion of revisions. We request that we receive one consolidated set of City comments.

Deliverables:

- One (1) electronic copy in Word and PDF of the administrative draft rezone program

Task 2.3 Revised Draft Zoning Text Amendment

We will incorporate the City's comments on the administrative draft and create a revised draft of the rezone program. We will coordinate with City staff to ensure adequate time for review and discussion of revisions. We request that we receive one consolidated set of City comments.

Deliverables:

- One (1) electronic copy in Word and PDF of the revised draft rezone program

Task 2.4 Public Review Draft Zoning Text Amendment

We will incorporate the City's comments on the revised draft and create a public review draft of the rezone program. It is our assumption that City staff will facilitate distribution to the City Council and the Planning Commission for review and comment; however, we are prepared to assist with the document distribution.

Deliverables:

- One (1) electronic copy in Word and PDF of the public review draft rezone program

Task 2.5 Final Zoning Text Amendment

De Novo will incorporate all City and public comments into the final rezone program to be considered by the Planning Commission and City Council. During this process, De Novo will prepare revisions to the final rezone program as necessary to address comments from decision-makers.

Deliverables:

- One (1) electronic copy in Word and PDF of the final rezone program

Task 2.6 Zoning Map Amendment

It is unknown at this time the extent to which the Zoning Map will need to be amended to implement the rezone program. However, as part of this process, we expect to update the Zoning Map as needed and prepare summary tables and exhibits to support public review of the rezone program. This task includes preparation and mailing of courtesy property owner notification letters to up to 100 property owners.

Deliverables:

- Administrative Draft, Revised Draft, Public Review Draft and Final Zoning Map; hard copy notifications to up to 100 property owners

Task 2.7 Community Survey and Open Houses (2)

During preparation of the rezoning program and objective design standards, De Novo will host a community open house and companion online survey to solicit public input on these topic areas. The public comments will be used to inform preparation of the public review draft material. Upon completion of the public review drafts of the rezoning program and objective design standards (if prepared as part of this project), we will host a second community workshop with stations for residents to visit to learn more about the project. At the second workshop, the public can provide comments on the public review drafts. The public's comments will be summarized and shared with the Planning Commission and City Council during their deliberations.

Deliverables:

- Preparation and facilitation of two (2) community workshops, including summary memos for Planning Commission and City Council consideration

Task 2.8 Councilmember Briefings

De Novo proposes to facilitate two rounds of councilmember briefings throughout the project, at times determined appropriate by City Staff. These briefings may be individual or in 2-2-1 formats and are expected to take place in-person at City Hall.

Deliverables:

- Facilitation of two rounds of councilmember briefings

Task 2.9 Public Hearings

De Novo will plan for and attend up to four public hearings on the project. It is possible that the City may wish to readopt its Housing Element in advance of completing the rezone program; this task allows for two rounds of public hearings (with each round including a hearing with the Planning Commission and City Council). However, if the City chooses to wait to readopt the Housing Element until the rezone program is complete, this task could be modified accordingly.

Deliverables:

- Preparation for and attendance at up to four public hearings

TASK 3 CEQA DOCUMENTATION

At this time, the specific sites that will be proposed for rezoning are not currently known. Once identified, De Novo will prepare an Initial Study, including relevant technical studies, to determine which environmental document will be required. Preparation of the Initial Study will include the following tasks (all deliverables will be provided electronically unless otherwise specified). Please note that at this time we expect that the Housing Element will be readopted concurrent with the rezone program and that the environmental document prepared to support the rezone program will also serve as the environmental document for the revised Housing Element. However, if the City wishes to bring the revised Housing Element forward for readoption prior to completing the rezoning program, it may be necessary for De Novo to update the Addendum previously prepared to support adoption of the Housing Element (and Safety Element). If requested, this work could be funded through the proposed contingency budget.

3.1 Project Description Preparation

The Project Description is a critical element of the environmental review and establishes the foundation for the technical analysis. The Project Description will detail the Project location and environmental setting, Project characteristics (construction and operation), Project objectives, phasing, discretionary actions, and required permits and approvals based on available information. Exhibits will identify the regional and local site vicinity. De Novo will submit the Project Description to the City for review and approval. De Novo will revise the Project Description to incorporate City comments and provide a Revised Draft Project Description for City review. Upon approval of the revisions by the City, De Novo will finalize the Project Description and provide to the technical team. We have assumed that no modifications to the Project Description will occur after approval by the City.

Task 3.2 Technical Study - Air Quality

De Novo will utilize our in-house Environmental Scientists to prepare an Air Quality analysis for this Project. The Project is located within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The Project may result in short-term construction-related emissions and long-term operation emissions, primarily attributable to emissions from vehicle trips and from energy consumption by the increased level of residential uses. The Air Quality analysis will include the following:

- Regional air quality and local air quality in the vicinity of the Project and meteorological conditions that could affect air pollution dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed. The project's potential to conflict or obstruct implementation of the AQMP will also be addressed.
- Short-term (construction) increases in regional criteria air pollutants will be quantitatively assessed. The California Air Resources Board (CARB)-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with construction activities.
- Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile source and stationary sources. The CARB-approved CalEEMod computer model will be used to estimate emissions associated with the Project. Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SCAQMD.
- Localized emissions will be assessed based upon the SCAQMD's Localized Significant Thresholds (LST) methodology.
- In response to the California Supreme Court decision for Sierra Club vs. County of Fresno (Friant Ranch), the resultant human health impacts from the Project's short-term construction and long-term operational air emissions will be analyzed.

The analysis will include the methodology for calculating emissions, an analysis of the proposed Project's air quality impacts, a cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality, if needed.

Task 3.3 Technical Study – Energy

De Novo's in-house Environmental Scientists will analyze the Project's energy implications in compliance with Appendix G of the CEQA Guidelines, which requires a project to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. In addition, Appendix G of the CEQA Guidelines requires a consistency analysis with state or local plans for renewable energy or energy efficiency. The analysis will identify energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation. We will quantify electricity and natural gas use anticipated by the Project. It is assumed the primary energy demand will be from on-site buildings, lighting, and water pumping, treatment, and conveyance. Such "Energy" emissions would be provided directly by the CalEEMod outputs for the air quality and greenhouse gas emissions modeling. The analysis will calculate and compare county-wide and project level operational per capita energy consumption.

Task 3.4 Technical Study - Greenhouse Gas Emissions

De Novo's in-house Environmental Scientists will prepare a Greenhouse Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and the Global Warming Solutions Act of 2006 (AB 32). The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. The analysis will meet all of the requirements of CEQA Guidelines Section 15064.4. This analysis will consider both a local and a regional approach toward determining whether GHG emissions are significant and will present mitigation measures to reduce impacts, consistent with the guidance and significance thresholds provided by the SCAQMD, if needed.

The discussion and analysis will include quantification of GHGs generated by the Project using the latest version of the CalEEMod computer model as well as a quantitative analysis of the Project's consistency with any applicable state and local plans, including all applicable General Plan policies and the City's Municipal Code. The discussion will also include a qualitative analysis, where applicable.

Task 3.5 Technical Study - Noise

De Novo has teamed with MD Acoustics to prepare the noise analysis to support the Initial Study.

Background Review and Baseline Conditions. Relevant Project and site background information, base graphics showing the site vicinity, and the proposed Project and adjacent land uses will be reviewed. Project details including, the Technical Noise Study approach, the existence of any known noise producers within or just outside the area under study that need to be addressed within the technical study and the best locations for noise measurements will be discussed and determined in consultation with the City. Up to two (2) 24-hour noise measurements (long-term) and four (4) 10-minute noise measurements (short-term) throughout the area will be obtained and baseline conditions will be documented.

Construction Noise and Vibration. Construction noise impacts from the Project will be qualitatively discussed and the potential for Project construction noise to exceed applicable City standards at nearby sensitive receptors will be assessed. Ground borne vibration associated with proposed construction activities will be estimated to determine if project vibration associated with the Project would exceed any applicable City standards or disturb nearby sensitive receptors. Mitigation measures to help reduce noise and vibration impacts to sensitive receptors will be identified, if necessary.

Traffic Noise. Utilizing a version of the FHWA Noise Prediction Model, the roadway noise impacts for the roadway segments identified in the transportation assessment will be determined for up to four (4) scenarios. Output levels will be compared to the City's CEQA noise standards. Changes in noise level as it relates to CEQA and the City's noise standards will be evaluated. Traffic noise impacts to the area under study from the local roadway network will be evaluated as it relates to the various land use type. Traffic noise levels will either be provided within a table or traffic noise contour maps. Traffic noise conditions will be discussed and noise impacts will be evaluated for existing and proposed land uses in light of the City's Noise Compatibility Matrix.

Operational Noise. Potential operational noise impacts from noise generating land uses to adjacent noise sensitive uses will be qualitatively discussed. The results will be compared to the City's compatibility noise matrix for consistency to the City's Noise Element.

Noise Report. A report documenting the existing noise environment, future noise environment and potential Project noise impacts will be prepared. This scope of work assumes two rounds of comments from the City and production of a final technical report to support the Initial Study. This scope of work assumes participation in up to one (1) meeting (via conference call) during preparation of the technical noise study.

Task 3.6 Technical Study - Transportation

De Novo has teamed with Fehr & Peers (F&P) to prepare the transportation analysis to support the Initial Study. The scope of work does not include level of service (LOS) analysis for intersection or roadway segments.

Data Collection and Existing Conditions Assessment. The primary focus of the data collection efforts will be to collect roadway segment traffic counts and to identify existing and planned bicycle, pedestrian, and transit facilities. F&P will coordinate with the Project team and City staff to identify what, if any, recent traffic counts are available.

F&P will collect 24-hour volume/classification counts at up to 10 roadway segments. This list of analysis locations will be verified through discussions with City Staff while reviewing which roadways the potential sites will add the most traffic.

F&P will also map existing roadway network classifications, existing and proposed bicycle facilities, existing and proposed pedestrian networks, transit service, existing truck and rail facilities. Pedestrian networks will be identified utilizing shape files provided by the City related to sidewalk facilities and/or conditions including field work to verify pedestrian networks within the City and identify gaps within the areas being proposed for rezoning. F&P will document available census information that is relevant to transportation, such as commute trip information, mode split information, and the relative locations of commuters to/from the City.

F&P will review the most recent OCTAM model and compare the roadway network and land use assumptions in the City of Laguna Hills in the Existing and Future year models. F&P has budgeted up to 12 staff hours to make targeted updates to the OCTAM land use and roadway network in the Existing and Future year scenarios within the City boundaries. F&P will produce existing origin/destination and boundary method VMT estimates.

Forecasting. F&P will discuss with City Staff the appropriate approach to developing forecasts for this effort at both the study segments and to estimate VMT for CEQA assessment. It is anticipated that the latest version of OCTAM will be the appropriate travel demand model for both VMT and traffic forecast calculations and this traffic model will be employed for the following purposes:

- Future roadway segment volumes to support other technical studies
- VMT forecasts based on the origin/destination and boundary method. It is anticipated that these VMT forecasts will be employed for any Greenhouse Gas Emissions analysis that the

City of Laguna Hills Proposal**Housing Element Certification, Rezone Program, Initial Study, and Objective Design Standards**

environmental consultant will perform in addition to the VMT assessment being utilized for the transportation assessment.

F&P anticipate that the Project team and City Staff will provide direction on the appropriate land use and roadway network assumptions to include in the future year modeling. F&P understands that there may be a range of development potential being contemplated on different sites. F&P will confirm the appropriate assumptions with City Staff and the Project team, but anticipate using the upper end of development potential to fully capture any potential traffic impacts in the modeling. F&P will model up to four (existing, existing with rezoning, future, future with rezoning) scenarios and produce VMT and traffic forecasting estimates for each.

Please note that the scope of work does not include time to recalibrate the OCTAM model, nor time to develop a new calibrated model for this effort; rather, F&P proposes to utilize the best tool available to develop forecasts for this effort.

Initial Study Documentation. F&P will prepare the traffic study for inclusion into the Initial Study. This document will include:

- Identification of any conflicts with plans establishing performance measures for various non-automotive modes of travel
- Evaluation of any changes in air travel patterns
- Review of hazards due to design features
- Determination of adequate emergency vehicle access
- Identification of any conflicts with adopted plans or policies regarding alternative travel modes
- Identification of potential VMT impacts

Once the impacts are identified, F&P will identify potential mitigations, if needed.

F&P will summarize the results into a draft traffic study and have budgeted 20 hours of staff time to update our report and/or respond to comments on the Initial Study.

Meeting Attendance. As part of this Task, F&P has budgeted for attendance at up to six conference calls with the Project team and/or City staff, and up two in-person meetings, which could include Planning Commission meetings, City Council Meetings, or project team meetings.

Task 3.7 Administrative Draft Initial Study

De Novo will prepare an Administrative Draft Initial Study for the City's review. For the analysis, we will utilize the detailed project description developed in Task 1.0 and will incorporate the analysis and findings of the technical studies prepared in Task 2.0. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The impact analysis will be in a consistent order of environmental factors, as presented in Appendix G of the CEQA Guidelines (Aesthetics, Agricultural and Forest Resources, Air Quality, etc.). The Administrative Draft Initial Study will be provided to the City for review.

Task 3.8 Revised Draft Initial Study

Upon receipt of consolidated comments from the City, De Novo will revise the Initial Study and prepare a Revised Draft Initial Study for City review. The revisions will be provided in redline/tracked changes for ease of review.

Task 3.9 Initial Study Findings and Meeting with City Staff

Once the Initial Study is complete and reviewed by City staff, De Novo will participate in a meeting with City staff to review and discuss the findings of the Initial Study and determine any additional CEQA documentation that may be required. Upon this determination, De Novo will provide the City with an updated scope of work to prepare the required documentation.

TASK 4 OBJECTIVE DESIGN STANDARDS

De Novo understands that this task will involve preparing a thorough set of objective design standards to govern the development of multi-family residential and mixed-use projects. Multi-family residential objective design standards will apply to both multi-family and mixed-use development projects. The City expects this project to provide standards that will be consistent with the requirements for objective standards in compliance with Senate Bill 35 the Housing Accountability Act, as amended in 2019 by Senate Bill 330. De Novo has teamed with SWA Group for graphic support on this task.

Task 4.1 Objective Design Standards Kickoff

De Novo and City Staff will meet to discuss the key components of the objective design standards work effort. This meeting will include an in-person city tour to gain insight related to community character and recent development projects. As part of this work, the project team will review key documents that will influence the preparation of the objective design standards.

Deliverables:

- One (1) electronic copy in Word and PDF of the administrative draft objective design standards

Task 4.2 Administrative Draft Standards

De Novo will create an administrative draft of the objective design standards. We will coordinate with City staff to ensure adequate time for review and discussion of revisions. We request that we receive one consolidated set of City comments. As part of this work, the team will identify areas with a potential for multiunit and mixed-use development and document key physical characteristics of the existing surrounding community and neighborhoods. The insight gained from this analysis will help the team develop appropriate City-specific objective standards and allow stakeholders to better envision where such development is more likely to occur.

Deliverables:

- One (1) electronic copy in Word and PDF of the administrative draft objective design standards

Task 4.3 Public Review Draft Standards

We will incorporate the City's comments on the administrative draft and create a public review draft of the objective design standards. It is our assumption that City staff will facilitate distribution to the City Council and the Planning Commission for review and comment; however, we are prepared to assist with the document distribution.

Deliverables:

- One (1) electronic copy in Word and PDF of the public review draft objective design standards

Task 4.4 Final Standards

De Novo will incorporate City and public comments into the final objective design standards to be considered by the Planning Commission and City Council. During this process, De Novo will prepare revisions to the final objective design standards as necessary to address comments from decision-makers.

Deliverables:

- One (1) electronic copy in Word and PDF of the final objective design standards

Task 4.5 User's Guide

De Novo will Develop and prepare an illustrated user's guide that outlines the objective design standards that will be used by architects, designers, developers, and others. The user's guide will also demonstrate how to use the development standards in designing multi-unit and mixed-use development projects and will also be used by City staff during their review of a project's conformance with the applicable design standards.

Deliverables:

- Administrative Draft and Final Illustrated User's Guide

TASK 5 PROJECT MANAGEMENT

De Novo understands that this task will involve preparing objective design standards for all residential types, consistent with State law. The objective design standards should include graphics and illustrations as appropriate.

Task 5.1 Project Management/Progress Meetings

De Novo will facilitate regular project management and progress meetings with City staff to ensure that the project is on time, on budget, and that any issues are quickly resolved. It is assumed progress meetings will be conducted throughout the duration of the project via conference call, with in-person meetings occurring when circumstances warrant.

Deliverables:

- Twelve (12) progress meetings; meeting summary notes

De Novo Planning Group

Laguna Hills Housing Element Certification, Rezoning, and Objective Design Standards

TASK/ACTIVITY	PIC/Project Manager		Principal Planner		Senior Planner		Associate Planner		GIS Analyst		Assistant Planner		De Novo Subtotal		MD Acoustics	Fehr & Peers	SWA Group	Direct Costs	ACTIVITY
													TOTALS		Noise	Transportation	Urban Design	Printing, Postage, Filing Fees	TOTALS
	hours	\$200	hours	\$175	hours	\$130	hours	\$120	hours	\$115	hours	\$100	hours	Fee					Fee
TASK 1: HOUSING ELEMENT CERTIFICATION																			
1.1 Housing Element Certification Kickoff	4	\$800	4	\$700	0	\$0	4	\$480	8	\$920	0	\$0	20	\$2,900					\$2,900
1.2 Housing Element Update Technical Revisions	16	\$3,200	20	\$3,500	20	\$2,600	48	\$5,760	20	\$2,300	0	\$0	124	\$17,360					\$17,360
1.3 HCD Coordination	24	\$4,800	12	\$2,100	0	\$0	12	\$1,440	0	\$0	0	\$0	48	\$8,340				\$500	\$8,840
1.4 Study Sessions (3)	15	\$3,000	0	\$0	0	\$0	20	\$2,400	8	\$920	0	\$0	43	\$6,320			\$2,500		\$8,820
1.5 Public Education	4	\$800	0	\$0	0	\$0	24	\$2,880	6	\$690	0	\$0	34	\$4,370					\$4,370
1.6 Stakeholder Outreach	4	\$800	16	\$2,800	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,600					\$3,600
TASK 1 SUBTOTAL	67	\$ 13,400	52	\$ 9,100	20	\$ 2,600	108	\$ 12,960	42	\$ 4,830	0	\$ -	289	\$ 42,890	\$ -	\$ -	\$ 2,500	\$ 500	\$43,390
TASK 2: REZONE PROGRAM																			
2.1 Rezone Program Kickoff	4	\$800	4	\$700	0	\$0	4	\$480	0	\$0	0	\$0	12	\$1,980					\$1,980
2.2 Administrative Draft Zoning Text Amendment	12	\$2,400	16	\$2,800	24	\$3,120	80	\$9,600	0	\$0	0	\$0	132	\$17,920			\$3,500		\$21,420
2.3 Revised Draft Zoning Text Amendment	6	\$1,200	8	\$1,400	18	\$2,340	24	\$2,880	0	\$0	0	\$0	56	\$7,820			\$2,000		\$9,820
2.4 Public Review Draft Zoning Text Amendment	4	\$800	8	\$1,400	10	\$1,300	12	\$1,440	0	\$0	0	\$0	34	\$4,940			\$1,500		\$6,440
2.5 Final Zoning Text Amendment	2	\$400	4	\$700	0	\$0	12	\$1,440	2	\$230	0	\$0	20	\$2,770			\$1,500		\$4,270
2.6 Zoning Map Amendment	6	\$1,200	12	\$2,100	0	\$0	0	\$0	24	\$2,760	0	\$0	42	\$6,060				\$1,000	\$7,060
2.7 Community Survey and Open Houses	12	\$2,400	8	\$1,400	16	\$2,080	40	\$4,800	12	\$1,380	0	\$0	88	\$12,060			\$5,000	\$300	\$17,360
2.8 Councilmember Briefings (10)	16	\$3,200	16	\$2,800	0	\$0	4	\$480	0	\$0	0	\$0	36	\$6,480					\$6,480
2.9 Public Hearings (4)	10	\$2,000	10	\$1,750	0	\$0	6	\$720	4	\$460	0	\$0	30	\$4,930			\$2,500		\$7,430
TASK 2 SUBTOTAL	72	\$ 14,400	86	\$ 15,050	68	\$ 8,840	182	\$ 21,840	42	\$ 4,830	0	\$ -	450	\$ 64,960	\$0	\$0	\$16,000	\$1,300	\$82,260
TASK 3: ENVIRONMENTAL REVIEW/INITIAL STUDY																			
3.1 Project Description Preparation	2	\$400	4	\$700	24	\$3,120		\$0	4	\$460		\$0	34	\$4,680					\$4,680
3.2 Technical Study - Air Quality		\$0	2	\$350	28	\$3,640		\$0		\$0		\$0	30	\$3,990					\$3,990
3.3 Technical Study - Energy		\$0	2	\$350	18	\$2,340		\$0		\$0		\$0	20	\$2,690					\$2,690
3.4 Technical Study - Greenhouse Gas Emissions		\$0	2	\$350	24	\$3,120		\$0		\$0		\$0	26	\$3,470					\$3,470
3.5 Technical Study - Noise		\$0	4	\$700		\$0		\$0		\$0		\$0	4	\$700	\$5,600				\$6,300
3.6 Technical Study - Transportation		\$0	4	\$700		\$0		\$0		\$0		\$0	4	\$700		\$48,540			\$49,240
3.7 Administrative Draft Initial Study	4	\$800	20	\$3,500	24	\$3,120	24	\$2,880	6	\$690	24	\$2,400	102	\$13,390					\$13,390
3.8 Revised Draft Initial Study	2	\$400	12	\$2,100	12	\$1,560	12	\$1,440	2	\$230	8	\$800	48	\$6,530					\$6,530
3.9 Initial Study Findings and Meeting with City Staff	2	\$400	2	\$350		\$0		\$0		\$0		\$0	4	\$750					\$750
TASK 3 SUBTOTAL	10	\$ 2,000	52	\$ 9,100	130	\$ 16,900	36	\$ 4,320	12	\$ 1,380	32	\$ 3,200	272	\$ 36,900	\$ 5,600	\$ 48,540	\$ -	\$ -	\$91,040
TASK 4: OBJECTIVE DESIGN STANDARDS																			
4.1 Objective Design Standards Kickoff	2	\$400	4	\$700	4	\$520	0	\$0	4	\$460	0	\$0	12	\$2,080			\$1,000		\$3,080
4.2 Administrative Draft Standards	2	\$400	4	\$700	24	\$3,120	0	\$0	4	\$460	8	\$800	40	\$5,480			\$3,000		\$8,480
4.3 Public Review Draft Standards	2	\$400	4	\$700	12	\$1,560	0	\$0	2	\$230	0	\$0	18	\$2,890			\$2,000		\$4,890
4.4 Final Standards	2	\$400	2	\$350	8	\$1,040	0	\$0	0	\$0	0	\$0	10	\$1,790			\$2,000		\$3,790
4.5 User's Guide	2	\$400	2	\$350	8	\$1,040	0	\$0	0	\$0	0	\$0	0	\$1,790			\$7,500	\$500	\$9,790
TASK 4 SUBTOTAL	10	\$2,000	16	\$2,800	56	\$7,280	0	\$0	10	\$1,150	8	\$800	80	\$14,030	\$0	\$0	\$15,500	\$500	\$30,030
TASK 5: PROJECT MANAGEMENT																			
5.1 Project Management/Progress Meetings	24	\$4,800	24	\$4,200	0	\$0	0	\$0	0	\$0	0	\$0	24	\$9,000					\$9,000
TASK 5 SUBTOTAL	24	\$4,800	24	\$4,200	0	\$0	0	\$0	0	\$0	0	\$0	24	\$9,000	\$0	\$0	\$0	\$0	\$9,000
SUBTOTAL																			
183	\$36,600	230	\$40,250	274	\$35,620	326	\$39,120	106	\$12,190	40	\$4,000	1,115	\$167,780	\$5,600	\$48,540	\$34,000	\$2,300	\$255,720	
Total Fee (Excluding Contingency)																			\$255,720
10% Contingency Fee																			\$25,572
TOTAL FEE (INCLUDING CONTINGENCY)																			\$281,292

NOTES:

Subconsultants and Direct Costs are billed at no markup.

De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT

2020 W. El Camino Avenue, Suite 500
 Sacramento, CA 95833
 (916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



September 28, 2022

Larry Longenecker, Director
 Community Development Department
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

Dear Larry Longenecker:

RE: City of Laguna Hill's 6th Cycle (2021-2029) Revised Draft Housing Element

Thank you for submitting the City of Laguna Hill's (City) revised draft housing element received for review on August 15, 2022. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by conversations on September 19 and 27, 2022 with you and consultants Jennifer Gastelum and Nicole West. In addition, HCD considered comments from ValueRock Investment Partners, Welcoming Neighbors Home, Cape Point Development, Josh Albrectson, and Stevie Grant pursuant to Government Code section 65585, subdivision (c).

The revised draft element addresses many statutory requirements; however, revisions will be necessary to comply with State Housing Element Law (Article 10.6 of the Gov. Code), as follows:

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics... (Gov. Code, § 65583, subd. (c)(5).)

Identified Sites and Affirmatively Furthering Fair Housing (AFFH): The element does not meet this requirement. The element should quantify and evaluate the regional housing need allocation (RHNA) by income group and location and provide analysis at the neighborhood or planning area level. Please see the August 2, 2022 review for more information.

Goals, Actions, Metrics, and Milestones: While the element has added actions to various programs, programs must generally be revised with specific commitment, timing, geographic targeting, and metrics to have a significant and beneficial impact on fair housing conditions. As noted in the August 2, 2022 review, programs that should be revised with geographic targeting include Program 5 (Foreclosure Referral Program), 9 (SB 2 Grant Implementation), 13 (Continuum of Care funding), 14 (Displacement Prevention and Mitigation), 15 (Affordable Housing Developer Partnerships), 17 (Accessibility), and 21 (Facilitate Affordable Development on Identified Sites). Programs that should be revised with AFFH metrics include Program 2 (State Franchise Tax Board Code Enforcement), 3 (Housing Rehabilitation), 4 (At-Risk Units), 5 (Foreclosure Referral), 6 (Urban Village Specific Plan), 7 (Zoning Ordinance Update), 8 (Accessory Dwelling Units), 9 (SB 2 Grant Implementation), 12 (CDBG Funding), 13 (Continuum of Care funding), 14 (Displacement Prevention and Mitigation), 15 (Affordable Housing Developer Partnerships), 16 (Fair Housing Program), 17 (Accessibility), and 21 (Facilitate Affordable Development on Identified Sites). Programs that should be revised with specific commitment to timing include Program 5 (Foreclosure Referral Program), 6 (Urban Village Specific Plan), and 8 (Accessory Dwelling Units). In addition, Program 3 should be revised to incorporate a metric such as the percentage of homes rehabilitated in lower-income neighborhoods and Program 18 should be revised to include actions that affirmatively further fair housing with a commitment to adjust should actions not be met.

2. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory... (Gov. Code, § 65583, subd. (c)(1).)

Suitability of Nonvacant Sites: While the element adds analysis for some sites, sites 81, 101, and 103 must provide additional analysis as described in the prior review to demonstrate the potential for redevelopment in the planning period. In addition, as noted in the August 2, 2022 review, the element should also consider public commenters on the revised draft, particularly the inclusion of sites that have expressed interest in residential development in the planning period.

In addition, while the element notes the replacement ratio for the AV and AP apartments, it must still demonstrate how these apartments will likely redevelop and add a program to implement displacement protection strategies. Please see HCD's prior review for additional information.

As a reminder, as noted in the housing element, the housing element relies upon nonvacant sites to accommodate more than 50 percent of the RHNA for lower-income households. For your information, the housing element must demonstrate existing uses are not an impediment to additional residential development and will likely discontinue in the planning period. (Gov. Code, § 65583.2, subd. (g)(2).) Absent findings (e.g., adoption resolution) based on substantial evidence, the existing uses will be presumed to impede additional residential development and will not be utilized toward demonstrating adequate sites to accommodate the RHNA.

Electronic Sites Inventory: For your information, pursuant to Government Code section 65583.3, the City must submit an electronic sites inventory with its adopted housing element. The City must utilize standards, forms, and definitions adopted by HCD. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml#element> for a copy of the form and instructions. The City can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance.

Programs: As noted above, the element does not include a complete site analysis; therefore, the adequacy of sites and zoning were not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types.

3. *Local governments shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the Housing Element, and the element shall describe this effort. (Gov. Code, § 65583, subd.(c)(9).)*

As noted in the August 2, 2022 review, the element must continue to make a diligent effort to include all segments of the community throughout the preparation of the housing element. For example, once revised, the element should be proactively sent out to all stakeholders who have provided public input at any point in the housing element update process. In addition, the element should explicitly evaluate and incorporate, as appropriate, public comments, describe how the element was shaped by public comments, and describe reasons why public comments were not incorporated into the review.

The element will meet the statutory requirements of State Housing Element Law once it has been revised and adopted to comply with the above requirements.

For your information, pursuant to Senate Bill 197 (Chapter 70, Statutes of 2022), as the City did not adopt a compliant housing element within 120 days of the statutory deadline (October 15, 2021), as of this writing, any rezoning must be completed within one year of the statutory deadline (October 15, 2022). If the element is not found in compliance by October 15, 2022, HCD cannot find the element in compliance until the rezoning is complete.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

Larry Longenecker, Director
Page 5

HCD appreciates the responsiveness, dedication, and hard work you, Jay Wu, Senior Planner; and consultants Jennifer Gastelum and Nicole West provided during the review. We are committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Jose Ayala, of our staff, at Jose.Ayala@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 15, 2022

TO: Mayor and Council Members

FROM: Joe Ames
Public Works Director/City Engineer

ISSUE: Award of Public Works Construction Contract for the Civic Center Cooling Tower Replacement Project, CIP No. 505-A

RECOMMENDATION: That the City Council: 1) Award the Public Works Construction Contract for the Civic Center Cooling Tower Replacement Project, CIP No. 505-A, to the lowest responsive bidder, Allison Mechanical, Inc., in the amount of \$146,600.00; 2) Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), as a Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301; 3) reject all other bids; and 4) authorize the Mayor to sign the Public Works Construction Contract.

SUMMARY:

Bids for the subject project were opened on October 20, 2022, at which time six bids were received. Unfortunately, the lowest bidder used the bid sheets from the prior bid documents; therefore, their bid was deemed non-responsive and was disqualified. The second lowest bidder, Allison Mechanical, Inc., which is the lowest responsive bidder, submitted a bid in the amount of \$146,600.00. Allison Mechanical, Inc. provided satisfactory references, and City staff verified the contractor is licensed for the contemplated work and is registered with the State Department of Industrial Relations. The Civic Center reserves are adequate to fund the project; therefore, award of the contract to Allison Mechanical, Inc., is recommended.

Award of Contract for Civic Center Cooling Tower Replacement Project, CIP No. 505-A
November 15, 2022
Page 2

BACKGROUND:

In accordance with City Council authorization on September 13, 2022, this project was re-bid.

On October 20, 2022, six bids for the Civic Center Cooling Tower Replacement Project, CIP No. 505-A were opened as follows:

Bidder	Bid Amount
Pacific West Industries, Inc.	\$136,500.00**
Allison Mechanical, Inc.	\$146,600.00
Los Angeles Air Conditioning, Inc.	\$171,470.00
White Mechanical, Inc.	\$177,039.00
AC Pros, Inc.	\$180,000.00
F.M. Thomas Air Conditioning, Inc.	\$185,934.00

**The bid amount listed herein reflects a stainless-steel basin option, which is the same cooling tower configuration as the other bids submitted.

The engineer's estimate for this project is \$200,000.00.

Unfortunately, the lowest bidder, Pacific West Industries, Inc., used the bid sheets from the prior bid documents; therefore, their bid was deemed non-responsive and was disqualified. The second lowest bidder, Allison Mechanical, Inc., which is the lowest responsive bidder, submitted a bid in the amount of \$146,600.00. Allison Mechanical, Inc. provided satisfactory references and City staff verified the contractor is licensed for the contemplated work and is registered with the State Department of Industrial Relations. Therefore, award of the contract to Allison Mechanical, Inc. in the bid amount of \$146,600.00 is recommended.

The work includes removal and disposal of the existing cooling tower system (also known as a fluid cooler), furnishing and installing the new cooling tower system, and all other appurtenant work.

Award of Contract for Civic Center Cooling Tower Replacement Project, CIP No. 505-A
November 15, 2022
Page 3

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 operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposed project will replace the existing cooling tower system. Therefore, the project is exempt from the requirements of CEQA.

FISCAL IMPACT:

The project is within the FY 2022/2023 Civic Center budget and the Civic Center reserves are adequate to fund the project.

ATTACHMENTS:

- Proposed Contract Agreement with Allison Mechanical, Inc. including Bonds
- Plans and Specifications for Civic Center Cooling Tower Replacement, CIP 505-A

CITY OF LAGUNA HILLS
CONTRACT AGREEMENT
FOR
CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT
CIP NO. 505-A

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this 15th day of November, 2022, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and Allison Mechanical, Inc., as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties")

[REDACTED]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

DAVE WHEELER, MAYOR
CITY OF LAGUNA HILLS

ALLISON MECHANICAL, INC.

ATTEST:

BY: Don Allison
(PRINT)

(SIGNATURE) 10/31/22

JENNIFER LEE, CITY CLERK
CITY OF LAGUNA HILLS

President
(TITLE)

BY: Mark Allison
(PRINT)

(SIGNATURE) 10/31/22

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

Vice President/Secretary
(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

Attachment: Proposed Contract Agreement with Allison Mechanical, Inc. including Bonds (3005 : Award of Contract for Civic Center Cooling

ISSUED IN TWO ORIGINAL COUNTERPARTS

COUNTERPART NO. 2 OF 2

This bond shall take effect upon approval to proceed with award of construction by the City of Laguna Hills, California and after an Authorized Official signs the Agreement form.
(PAGE 1 OF 2)

Bond Amount \$ 146,600.00

Bond Number 024261438

PREMIUM: \$2,112.00

ORIGINAL**FAITHFUL PERFORMANCE BOND**

THE PREMIUM IS PREDICATED ON
THE FINAL CONTRACT PRICE AND
IS SUBJECT TO ADJUSTMENT.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on November 15, 2022, the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No. CIP No. 505-A, for the Civic Center Cooling Tower Replacement Project, as specified in the Contract, to, Allison Mechanical, Inc., a California Corporation, hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and The Ohio Casualty Insurance Company (the
(NAME OF SURETY)

"Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of One Hundred Forty-Six Thousand, Six Hundred Dollars and 00/100 DOLLARS (\$146,600.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

Attachment: Proposed Contract Agreement with Allison Mechanical, Inc. including Bonds (3005 : Award of Contract for Civic Center Cooling

Bond Amount \$ 146,600.00

Bond Number 024261438

FAITHFUL PERFORMANCE BOND
(PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the 31st day of October, 2022.

PRINCIPAL

Allison Mechanical, Inc.

(Principal Name)

(Seal)

By: 

(Signature)

Don Allison, President

(Print Name and Title)

By: _____

(Signature)

(Print Name and Title)

Principal Address and Telephone:

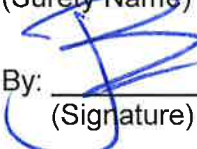
Allison Mechanical
1968 Essex Ct.
Redlands, CA 92373
909-478-5637

Affix Corporate Seals**Attach Notary Acknowledgments for All Signatures****Attach Power-of-Attorney if Executed by Attorney-in-Fact**SURETY

The Ohio Casualty Insurance Company

(Surety Name)

(Seal)

By: 

(Signature)

Julia B. Bales, Attorney In Fact

(Print Name and Title)

By: _____

(Signature)

(Print Name and Title)

Surety Address and Telephone

The Ohio Casualty Insurance Company
790 The City Drive South Ste. 200
Orange, CA 92868
760-218-8778



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208623-972008**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer K. Green; Julia B. Bales; Kenneth A. Coate; Kevin Gigler; Renae N. Balderas; Stephanie D. Fisher

all of the city of Riverside state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of October, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside }

On OCT 31 2022 before me, Mariah Giselle Barela, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Julia B. Bales
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature *mgb*
Signature of Notary Public

OPTIONAL

Completing this Information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On November 1, 2022 before me, Lisa Daniels, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Don Allison*****

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

ISSUED IN TWO ORIGINAL COUNTERPARTS

COUNTERPART NO. 2 OF 2

This bond shall take effect upon approval to proceed with award of construction by the City of Laguna Hills, California and after an Authorized Official signs the Agreement form.
(PAGE 1 OF 2)

Bond Amount \$ 146,600.00

Bond Number 024261438

PREMIUM: INCLUDED IN THE PREMIUM CHARGED
FOR THE PERFORMANCE BOND

ORIGINAL**PAYMENT (LABOR AND MATERIAL) BOND**

THE PREMIUM IS PREDICATED ON
THE FINAL CONTRACT PRICE AND
IS SUBJECT TO ADJUSTMENT.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on November 15, 2022, the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No. CIP No. 505-A, for the Civic Center Cooling Tower Replacement Project, as specified in the Contract, to, Allison Mechanical, Inc., a California Corporation, hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and The Ohio Casualty Insurance Company (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of One Hundred Forty-Six Thousand Six Hundred Dollars and 00/100 DOLLARS (\$146,600.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors, administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section 9100 of the California Civil Code, (b) any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or (c) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable attorney's fees to be fixed by the court.

Attachment: Proposed Contract Agreement with Allison Mechanical, Inc. including Bonds (3005 : Award of Contract for Civic Center Cooling

Bond Amount \$ 146,600.00

Bond Number 024261438

PAYMENT (LABOR AND MATERIAL) BOND
(PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the 31st day of October, 2022.

PRINCIPAL

Allison Mechanical, Inc.

(Principal Name) (Seal)

By: 

(Signature)

Don Allison, President

(Print Name and Title)

By: _____
(Signature)

(Print Name and Title)

Principal Address and Telephone:
Allison Mechanical
1968 Essex Ct.
Redlands, CA 92373
909-478-5637

SURETY

The Ohio Casualty Insurance Company

(Surety Name) (Seal)

By: 

(Signature)

Julia B. Bales, Attorney In Fact

(Print Name and Title)

By: _____
(Signature)

(Print Name and Title)

Surety Address and Telephone
The Ohio Casualty Insurance Company
790 The City Drive South Ste. 200
Orange, CA 92868
760-218-8778

Affix Corporate Seals**Attach Notary Acknowledgments for All Signatures****Attach Power-of-Attorney if Executed by Attorney-in-Fact**

Attachment: Proposed Contract Agreement with Allison Mechanical, Inc. including Bonds (3005 : Award of Contract for Civic Center Cooling



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208623-972008**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer K. Green; Julia B. Bales; Kenneth A. Coate; Kevin Gigler; Renae N. Balderas; Stephanie D. Fisher

all of the city of Riverside state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of October, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside }

On OCT 31 2022 before me, Mariah Giselle Barela, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Julia B. Bales
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature MGB
Signature of Notary Public

OPTIONAL

Completing this Information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On November 1, 2022 before me, Lisa Daniels, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Don Allison*****

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

Allison Mechanical, Inc.
Contractor

By Don Allison
(PRINT)


(SIGNATURE)

President
Title

October 27, 2022
Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT



**CITY OF LAGUNA HILLS
CALIFORNIA**

**PUBLIC WORKS PLANS
AND SPECIFICATIONS FOR**

**CIVIC CENTER COOLING TOWER REPLACEMENT
PROJECT, CIP NO. 505-A**

PREPARED BY

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

September 2022

BID SET

**CITY OF LAGUNA HILLS
CALIFORNIA**

**SPECIFICATIONS
FOR**

**CIVIC CENTER COOLING TOWER REPLACEMENT
PROJECT, CIP NO. 505-A**

Prepared Under the Supervision of and approved by:

Ames, City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2024

2 20
Date

CITY OF LAGUNA HILLS
TABLE OF CONTENTS
FOR
CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT, CIP NO. 505-A

NOTICE INVITING SEALED BIDS	NB-1
INSTRUCTIONS TO BIDDERS	IB-1
PROPOSAL DOCUMENTS	
Proposal.....	P-1
Bidders Information.....	P-3
List of Subcontractors	P-4
References	P-5
Contractor's Licensing Statement.....	P-6
Bid Bond	P-7
Non-Collusion Affidavit.....	P-9
Proposal Bid Sheets	P-10
Bidder's Certification of Acknowledgement of Compliance With Insurance	P-12
CONTRACT DOCUMENTS	
Contract Agreement.....	CA-1
Faithful Performance Bond.....	CA-4
Material and Labor Bond.....	CA-6
Compensation Insurance Certificate	CA-8
GENERAL SPECIFICATIONS	
Scope of Work	GS-1
Location of Work	GS-1
Time of Completion.....	GS-1
Traffic Requirements.....	GS-1
Utility Requirements.....	GS-1
Flow and Acceptance of Water	GS-2
Removal of Water	GS-3
Standard Specifications	GS-3
Resolution of Construction Claims	GS-6
SPECIAL PROVISIONS	
PART 1 - GENERAL PROVISIONS	SP-1
PART 2 - CONSTRUCTION MATERIALS.....	SP-20
PART 3 - CONSTRUCTION METHODS	SP-20
APPENDICES	
Site Plan	Appendix A
Manufacturer Data Sheets	Appendix B

**CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR**

4.6.b

CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT, CIP NO. 505-A

NOTICE IS HEREBY GIVEN that sealed bids for the **CIVIC CENTER COOLING TOWER REPLACEMENT, CIP NO. 505-A** ("Project") in the City of Laguna Hills will be received at the Office of the City Engineer at 24035 El Toro Road, Laguna Hills, until **11:00 a.m. on Thursday, October 20, 2022**, at which time they will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **"SEALED BID FOR CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT, CIP NO. 505-A - DO NOT OPEN WITH REGULAR MAIL."**

DESCRIPTION OF THE WORK: The work to be constructed hereunder is located at the Laguna Hills Civic Center, 24035 El Toro Road, Laguna Hills, CA 92653. The work generally consists of mobilization, removal of existing cooling tower, installation of new cooling tower and related work as required to complete the replacement. An optional opportunity to visit the site and access the mechanical yard of the Civic Center will be available only on October 12, 2022, from 9:00 am to 11:00 am. See the receptionist for directions to access the mechanical yard.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder **on the Bid Schedule**, and reject all other bids, as it may best serve the interest of the City. Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within ten (10) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement, Bonds (Faithful Performance and Material and Labor) and Insurance.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid Class A Contractor's License, Class B Contractor's License, or a combination of Class C Contractor's Licenses as necessary to perform the work, at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for the contract. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

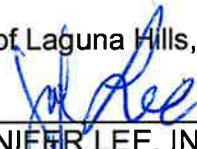
NB-1

RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payments by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: Contract Documents may be inspected without charge at the Public Works Department, City Hall, 24035 El Toro Road, Laguna Hills, California 92653. Contract Documents are available in portable document form (PDF) on the City's website: www.lagunahillscsca.gov. It is the contractor's responsibility to ensure they are on the City's Plan Holder's List and they obtain any addendums or clarifications that are issued by the City on the City's website prior to submitting a bid. For any questions regarding acquisition of Contract Documents, contact Julie Comella at jcomella@lagunahillscsca.gov.

Dated this 28th day of September 2022.

City of Laguna Hills, California

BY 
JENNIFER LEE, INTERIM CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT
CIP NO. 505-A

1. PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the City of Laguna Hills (hereinafter "CITY" or "City"). All blank spaces in the bid forms must be correctly filled in and all information requested therein must be clearly and legibly set forth in the manner and form indicated. All spaces for bid prices and lump sum price for which the bid is made, must be filled in, in both words and figures. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed by the person or persons signing the bid. Bidder acknowledges and agrees that by failing to complete the bid forms in their entirety, as set forth above, the CITY may find the bidder's entire bid non-responsive and may cause the rejection of the bidder's proposal at the discretion of the CITY.

2. PROPOSAL GUARANTEE (BID BOND)

In accordance with Public Contract Code Section 20170, proposals must be accompanied by a proposal guarantee consisting of either cash, a cashier's check, a certified check or bid bond payable to the CITY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. **IF A BIDDER TO WHOM A CONTRACT IS AWARDED FAILS OR REFUSES TO EXECUTE THE CONTRACT DOCUMENTS OR FURNISH THE REQUIRED INSURANCE POLICIES AND BONDS AS SET FORTH IN THOSE DOCUMENTS, THE PROPOSAL GUARANTEE SHALL BE FORFEITED TO THE CITY.** The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

4. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT, CIP NO. 505-A – DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid-opening time deadline set forth in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, provided there is time remaining to do so. Proposals may not be withdrawn after the bid opening without forfeiture of the proposal guarantee.

7. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

8. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

9. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the Business and Professions Code.

10. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request

will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

11. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

12. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

13. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a Class A Contractor's License, or a combination of Class C Contractor's License(s), as required to perform the work, issued by the State of California. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within ten (10) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required executed Contract Agreement, executed Bonds (Faithful Performance and Material and Labor) and Insurance. Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

14. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

16. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

17. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening.

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or \$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

18. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to

ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME _____

CITY OF LAGUNA HILLS

**PROPOSAL
FOR
CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT
CIP NO. 505-A**

TO CITY OF LAGUNA HILLS, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that

said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME: _____ DATE _____, 20____.

BIDDER'S ADDRESS: _____ BY _____
(Print Name)

(Signature)

PHONE: () _____ TITLE _____

Subscribed and sworn to before me
this _____ day of _____, 20____ BY _____
(Print Name)

(Signature of Notary Public) _____
(Signature)

(Attach Jurat) _____ TITLE _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: (____) _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Subscribed and sworn to before me
this _____ day of _____, 20__.

By _____
(Print Name)

(Signature of Notary Public)

(Signature)

Title _____

(SEAL)

Date _____, 20__

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

BIDDER'S NAME _____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name _____

Address _____

Phone No. _____ Contact: _____

Description of Work _____

Agency Name _____

Address _____

Phone No. _____ Contact: _____

Description of Work _____

Agency Name _____

Address _____

Phone No. _____ Contact: _____

Description of Work _____

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name _____

Address _____

Phone No. _____

Name _____

Address _____

Phone No. _____

Name _____

Address _____

Phone No. _____

Name _____

Address _____

Phone No. _____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of _____, 20____

By: _____
(Signature)

(Signature of Notary Public)

By: _____
(Print Name and Title)

(SEAL)

(SEAL)

Bond Amount \$ _____
 Bond Number _____

BID BOND (Page 1 of 2)

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (the "Principal") has submitted a bid
(NAME OF BIDDER)
 (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the
 _____ (the "Work"), as specifically set forth in
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 documents entitled _____, Dated: _____,
(TITLE OF BID PACKAGE)
 20____ (the "Specifications").

AND WHEREAS, the Principal is required to provide bidder's security in an amount equal to at least ten percent (10%) of the amount of the Bid and has chosen to satisfy this obligation by providing this bond.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
 "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and ____/100 DOLLARS (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being ten percent (10%) of the total amount of the Bid.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If (a) the City accepts the Bid and awards the Principal a contract for the Work, and (b) within the time and manner required under the Specifications or by law, after the prescribed forms are presented to the Principal for signature, the Principal executes a written contract for construction of the Work in accordance with the Bid and delivers the required faithful performance and payment bonds and insurance policies, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.
2. The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the

Bond Amount \$ _____
 Bond Number _____

BID BOND (Page 2 of 2)

time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPAL

SURETY

 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Attorney if Executed by Attorney-in-Fact

BIDDER'S NAME _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Signed _____

Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

Signature of Notary Public

(SEAL)

BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT
CIP NO. 505-A

BASE BID

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization (limited to 5% of bid)	LS	1	\$	\$
2	Remove and Dispose of Existing Cooling Tower and Appurtenances.	LS	1	\$	\$
3	Furnish and Install Evapco #LSWA-41B Cooling Tower System with Stainless Steel Basin and Appurtenances, Complete and In Place	LS	1	\$	\$
4	Furnish One-Year Installation Cooling Tower System Warranty	LS	1	\$	\$
TOTAL BASE BID IN FIGURES					\$

TOTAL BASE BID IN FIGURES: \$ _____

TOTAL BASE BID IN WORDS:

_____ DOLLARS

AND _____ CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BID FIGURES" AND THE "TOTAL BID IN WORDS", THE "TOTAL BID IN WORDS" SHALL PREVAIL.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT
CIP NO. 505-A

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 20____.

BIDDER _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
(PRINT)

(SIGNATURE)

(SEAL)

Title _____

CITY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the minimum amount of ten percent (10%) of the total bid.

By _____

Title _____

BIDDER'S NAME _____

BIDDER'S CERTIFICATION FOR**ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE
REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION
CITY OF LAGUNA HILLS**

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT, CIP NO. 505-A AND IN THE SPECIAL PROVISIONS FOR CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT, CIP NO. 505-A and accepts all conditions and requirements contained therein.

 Bidder

 By

 Date

******* SUBMIT THIS EXECUTED FORM WITH THE BID**

CITY OF LAGUNA HILLS
CONTRACT AGREEMENT
FOR
CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT
CIP NO. 505-A

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this _____ day of _____, 20____, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and _____, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed 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 (CONTRACTOR's employees included), or for damage to property, including property owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

DAVE WHEELER, MAYOR
CITY OF LAGUNA HILLS

(CORPORATION (NAME - TYPE))

BY: _____
(PRINT)

ATTEST:

(SIGNATURE)

JENNIFER LEE, INTERIM CITY CLERK
CITY OF LAGUNA HILLS

(TITLE)

BY: _____
(PRINT)

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
 ("City") awarded a public works contract (the "Contract"), delineated as Contract
 No. _____, for the _____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 specified in the Contract, to, _____, a
(NAME OF CONTRACTOR)
 _____, hereby designated as the "Principal", which
(CONTRACTOR ENTITY TYPE i.e.; INC., LLC., ETC.)
 Contract is attached hereto, and which Contract and all documents incorporated therein
 by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to
 furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
 "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto
 the City of Laguna Hills in the sum of _____ and ____/100
 DOLLARS (\$_____), lawful money of the United States of America, for the
 payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

Attachment: Plans and Specifications for Civic Center Cooling Tower Replacement, CIP 505-A (3005 : Award of Contract for Civic Center

FAITHFUL PERFORMANCE BOND
(PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____ .

<u>PRINCIPAL</u>	<u>SURETY</u>
(Principal Name)	(Surety Name)
(Seal)	(Seal)
By: _____	By: _____
(Signature)	(Signature)
(Print Name and Title)	(Print Name and Title)
By: _____	By: _____
(Signature)	(Signature)
(Print Name and Title)	(Print Name and Title)

Principal Address and Telephone: _____	Surety Address and Telephone _____
--	------------------------------------

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
 ("City") awarded a public works contract (the "Contract"), delineated as Contract No. _____,
 for the _____, as specified in the
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 Contract, to, _____, a _____
(NAME OF CONTRACTOR) (CONTRACTOR ENTITY)
 _____, hereby designated as the "Principal", which
TYPE i.e.; INC., LLC., ETC.)
 Contract is attached hereto, and which Contract and all documents incorporated therein by
 reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this
 bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and _____
 (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto
 the City of Laguna Hills in the sum of _____ and
 ____/100 DOLLARS (\$_____), lawful money of the United States of America, for
 the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors,
 administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section
 9100 of the California Civil Code, (b) any amounts due under the California Unemployment
 Insurance Code with respect to work or labor performed under the Contract, or (c) any
 amounts required to be deducted, withheld, and paid over to the Employment Development
 Department from the wages of employees of the Principal and its subcontractors pursuant to
 Section 13020 of the California Unemployment Insurance Code with respect to such work or
 labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum
 specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable
 attorney's fees to be fixed by the court.

Attachment: Plans and Specifications for Civic Center Cooling Tower Replacement, CIP 505-A (3005 : Award of Contract for Civic Center

PAYMENT (LABOR AND MATERIAL) BOND
(PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPAL

SURETY

(Principal Name) (Seal)

(Surety Name) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Attorney if Executed by Attorney-in-Fact

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

Contractor

By _____
(PRINT)

(SIGNATURE)

Title

Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS
GENERAL SPECIFICATIONS
FOR
CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT
CIP NO. 505-A

SCOPE OF WORK

The work to be constructed hereunder is located at the Laguna Hills Civic Center, 24035 El Toro Road, Laguna Hills, CA 92653. The work generally consists of mobilization, removal and disposal of existing Cooling Tower System and related appurtenances, furnish and installation of new Cooling Tower System and related work, and all other incidental work in accordance with the Plans, Specifications, and applicable Building Codes.

LOCATION OF WORK

The work to be constructed hereunder is located at the Laguna Hills Civic Center, 24035 El Toro Road, Laguna Hills, CA 92653.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within THIRTY (30) working days after the date of the Notice to Proceed. Working days will not be assessed for transit time for materials (e.g. lead time and shipping time for the cooling tower) upon proof of order placement or other supplier-provided documentation that is acceptable to the Engineer.

TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the latest updated version of the Work Area Traffic Control Handbook (WATCH) and/or California Manual on Uniform Traffic Control Devices (MUTCD). Contractor shall provide a Traffic Control Plan to the satisfaction of the City Engineer. No street closures shall be made in this project without the prior approval of the City Engineer. The Laguna Hills Civic Center is an open and active facility with frequent vehicle access to parking lots and ongoing significant pedestrian activity. This project shall be scheduled for a weekend changeover. Contractor shall exercise maximum care to safeguard all access points to the Civic Center and shall protect the public during the Scope of Work.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1(800) 422-4133. Contractor shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	3939 E. Coronado St.	Anaheim, CA 92807	Robert Fleisher	714/618-91
OCTA	550 S. Main Street	Orange, CA 92613-1584	Kyle Poff	714/560-58
Southern California Edison	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-44
El Toro Water District	24251 Los Alisos Blvd.	Lake Forest, CA 92630	Brian Miller	949/837-70 Ext. 224
Gas Company	1919 South State College	Anaheim, CA 92806	Andrew Alday	714/385-33
CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693-1100	Mike Campuzano	949/254-17
Cox Communication	27121 Towne Centre Drive	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-88

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company (714) 634-3185 at least 2 working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this Project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid,

acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least two (2) hours. Water shall not be allowed to rise unequally against any walls for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above statement. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the City Engineer.

Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

WASTE DISPOSAL

Contractor shall only utilize waste containers from the City Franchisee, CR&R, (P. O. Box 1100, San Juan Capistrano, CA 92693-1100, 949-728-0446 Ext. 1232) for all recyclables and waste debris. Contractor shall record the quantity (tons) of recyclable or green waste materials diverted from landfills and report this data to the City at the end of the project.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2018 edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, also known as the "Greenbook", including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California, which is incorporated herein by this reference. Copies of these Standard Specifications are available from the publisher:

BNi Building News
Division of BNi Publications, Inc.
990 Park Center Drive, Suite E
Vista, California 92801
(760) 734-1113

The Standard Specifications set forth above will control the general provisions for this Contract except as amended by the Plans, General Specifications, Special Provisions, or other Contract Documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, addition, or that are specifying options are stated in the Special Provisions.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the latest edition of the Standard Specifications of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

California Department of Transportation
Publications Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815-3800
Telephone (916) 263-0822
Fax (916) 263-0470

References in the Special Provisions to Standard Plans shall mean the Standard Plans for Public Works Construction, latest edition (written and promulgated by the Public Works Standards, Inc.), and, where applicable and as determined and selected by the City Engineer, those specific standard plans of the City of Laguna Hills, the County of Orange and/or the State Department of Transportation, latest editions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

The City has determined that the work on this Project requires work of labor categories which are subject to the State of California Department of Industrial Relations prevailing rates of per diem wages.

Contractor 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. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work provided pursuant to the Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents 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 the Agreement.

Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

a) The Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

b) Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the effective date of this Agreement.

c) Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the term of this Agreement.

d) Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

e) Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

f) Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to an applicable apprenticeship committee that can supply apprentices to the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

RESOLUTION OF CONSTRUCTION CLAIMS

California Public Contract Code (PCC) section 9204 as adopted by Assembly Bill 626 prescribes a process to present, confer, and mediate all construction claims relating to the City's public works project.

"Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or another public improvement of any kind.

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested for (A) a time extension, including, without limitation for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or the amount the payment of which is disputed by the local agency. (PCC 9204(c)(1))

For any claim subject to this article, PCC section 9204 requires the following:

- a) The claim shall be submitted by the Contractor in writing, sent by registered mail or certified mail with return receipt requested and must include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims. However, upon receipt of a claim, the City, and the Contractor may, by mutual agreement, extend the time period provided by statute.
- b) For claims of all amounts, the City shall respond within 45 days of receipt of the claim, and provide the claimant a written statement identifying which portion of the claim is disputed and which portion of the claim is undisputed. If the City requires approval from the City Council, and the City Council does not meet within the 45-day period to respond, the City shall have up to three days to issue its response following the City Council meeting.
- c) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.

- d) If the claimant disputes the City's response, or if the City fails to respond within the time limits provided, the claimant may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand must be sent in writing by registered or certified mail, return receipt requested. Upon receipt of a demand, the City must schedule a meet and confer conference within 30 days for settlement of the disputed claim.
- e) Within 10 business days following the conclusion of the meet and confer conference, if any portion of the claim remains in dispute, the City shall provide the claimant an addition written statement identifying the portion of the claim that is undisputed and the portion that remains in dispute.
- f) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.
- g) Any remaining undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation in which the parties share the cost evenly. The City and the claimant shall mutually agree on a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree, each party shall select a mediator and those mediators shall jointly select a qualified, neutral third party to mediate the remaining undisputed claim. Each party shall bear the respective costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside of PCC section 9204.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under PCC Section 20104.4 to mediate after litigation has been commenced.

PCC Section 9204 does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

Should the City fail to respond to a claim, or fail to issue written statements as required, the Contractor's claim is deemed denied. A claim denied by reason of the City's failure to respond shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

Amounts not paid in a timely manner as required by PCC 9204 shall bear interest at seven percent per annum.

NOTICE OF THIRD-PARTY CLAIMS

In accordance with PCC Section 9201, the City will provide timely notification to Contractor of the receipt of any third-party claim relating to the Agreement. The Contractor agrees to reimburse the City for its reasonable costs incurred in providing such notice.

CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all

rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

CITY OF LAGUNA HILLS

SPECIAL PROVISIONS

CIVIC CENTER COOLING TOWER REPLACEMENT PROJECT CIP NO. 505-A

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS.

City	- City of Laguna Hills
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Orange
Engineer	- City Engineer
Federal	- United States of America
State	- State of California
Contractor	- Contractor, its workers, employees and agents
Project	- Civic Center Cooling Tower Replacement

1-3 ABBREVIATIONS.

1-3.2 Common Usage. [Add the following to this section]:

MUTCD	- Manual of Uniform Traffic Control Devices, including the California Supplement
OCPW	- Orange County Public Works Department
SPPWC	- Standard Plans for Public Works Construction
SSPWC	- Standard Specifications for Public Works Construction
FHWA	- Federal Highway Administration
HUD	- Housing and Urban Development

1-7 AWARD AND EXECUTION OF CONTRACT.

Within three (3) days of bid opening contractor must submit:

- If a bid bond is submitted with a 10% of Bid designation for the amount as noted in the City Approved Bid Bond form, a revised Bid Bond with numerical dollar values, both in words and with digits, shall be submitted to the City within three (3) days of bid opening.

Within five (5) working days after the date of the Notice of Apparent Low Bidder, the Contractor shall execute and return the following documents to the City:

- All Insurance Requirements set forth herein
- Two (2) Original Signed Contract Agreements

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following documents to the City:

SP-1

- Faithful Performance Bond
- Material and Labor Bond
- Construction Schedule
- Traffic Control Plan
- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- Construction Materials Submittals

FAILURE TO COMPLY WITH ALL OF THE ABOVE WILL RESULT IN ANNULMENT OF THE AWARD AND FORFEITURE OF THE PROPOSAL GUARANTEE AT THE SOLE DISCRETION OF City.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials. A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the Contract and bonds for the corporation have the authority to do so.

1-7.2 Contract Bonds. [Replace section with the following]:

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total Contract amount. The Material and Labor Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will be held for one year after the date of recordation of the Notice of Completion.

Prior to the acceptance of any bond, the City shall verify that the surety is an admitted surety in the State of California. If requested by the City, the Contractor shall provide other information specified in the Code of Civil Procedure Section 995.660 to enable the City to verify the sufficiency of the bond.

Should any bond become insufficient, the Contractor shall correct the insufficiency within ten (10) calendar days after receiving notice from the City. The Contractor shall provide the City with evidence of the correction within ten (10) calendar days of said correction. Should any surety at any time be unsatisfactory to the City, written notice will be given to the Contractor to that effect. No further payments shall be deemed due or will be payable under the Contract until Contractor submits an acceptable bond from a surety accepted by the City. Changes to the work or extensions of time made pursuant to the Contract Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

SECTION 2 – SCOPE OF WORK.

2-1.1 PLANS AND SPECIFICATIONS [Add the following to this section]:

The Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

2-2 PERMITS. [Add the following to this section]:

SP-2

Prior to the start of any work, the Contractor shall take out the applicable City and State permits and make arrangements for City and State inspections. Requests for inspections shall be made to the City at least 24 hours in advance of need. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive its permit fees.

Further, Contractor shall ensure that its employees, agents, contractors, and subcontractors conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of the Contract. Contractor shall not retain or employ an unlicensed subcontractor to perform work pursuant to this Contract. Contractor shall notify the City immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificate, waivers, and exemptions that may be required. Such inability shall be cause for termination of this Contract

2-3 RIGHT-OF-WAY. [Add the following to this section]:

The City will acquire all rights of way, easements and rights of entry as required for this Project. The Contractor shall verify that the acquisition(s) is completed prior to beginning any work outside of the public right of way. All cost for re-mobilization, downtime, etc. due to delays in obtaining the required rights of way, easements and rights of entry shall be included in all other items of work and no additional compensation will be allowed. In the event the required easements have not yet been acquired by the City, the Contractor shall conduct its operation so as to confine its work to the limits of the existing right-of-way.

2-8 EXTRA WORK.

2-8.2 Payment.

2-8.3 Markup.

(a) **Work by Contractor.** [Add the following to this section]: The following percentages shall be the maximum added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor	20
2) Materials	15
3) Equipment Rental	15
4) Other Items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** [Add the following to this section]: When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The costs of rental equipment shall not exceed the equipment rental rates in the surcharge and Equipment Rental Rates, as published by the State of California Business, Transportation, and Housing Agency and the California Department of Transportation, Division of Construction for the current fiscal year.

2-10 DISPUTED WORK. [Add the following to this section]:

If the Contractor and the City are unable to reach an agreement on disputed work, the City may direct the Contractor to proceed as directed. The City shall have the option, at its own discretion, to pay for said work through unilateral change order executed by the City after conducting its own analysis of the reasonable costs thereof. Although not to be construed as proceeding under extra work provisions in Section 3-3, the Contractor shall keep and furnish records of disputed work in accordance with Section 3-3.

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the City as "extra work", the Contractor shall notify the City in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the City is not afforded proper supporting documentation by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the City has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the City. If the City determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the City determines that the claim is not well founded, it shall be disallowed and not paid.

SECTION 3 – CONTROL OF THE WORK.

SECTION 4 - CONTROL OF MATERIALS.

4-3 INSPECTIONS.

4-3.1 General. [Add the following to this section]:

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this

Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES.

5-1 LAWS AND REGULATIONS. [Add the following to this section]:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

5-3 LABOR.

5-3.3 Payroll Records. [Add the following to this section]:

Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. Verified payroll records shall be submitted to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.

5-4.5 Compliance with Insurance Requirements. [Add the following to this section]:

Contractor 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. Contractor 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 Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5-4.5.1 Types of Insurance Required. [Add the following to this section]:

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor 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. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (Insurance Services Office form CG 00 01) written on an occurrence basis with limits of at least two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) in the general aggregate, and four million dollars (\$4,000,000.00) for completed

operations aggregate. 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. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance (Insurance Services Office form CA 001) 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. Contractor 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. Contractor 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 subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor 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.

5-4.5.2 Acceptability of Insurers. [Add the following to this section]:

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 Line 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 Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5-4.5.3 Insurance Endorsements. [Add the following to 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. Required insurance policies shall contain the following provisions, or Contractor 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 Contractor, 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 Contractor’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, Contractor shall provide endorsements for completed operations to effectuate this requirement.

5-4.5.4 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.

5-4.5.6 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.

5-4.5.7 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 Contractor 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. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subcontractors.

5-4.5.8 Evidence of Coverage.

Concurrently with the execution of the Agreement, Contractor 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, Contractor 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. Contractor 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.

5-4.5.9 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 Contractor may be held responsible for payments of damages to persons or property.

5-4.5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor 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.

5-4.5.11 Insurance for Subcontractors.

Contractor shall either: (1) include all subcontractors engaged in any work or services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its 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 Contractor's 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. Contractor shall not allow any subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

5-4.5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor 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 Contractor 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 Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor 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.

5-4.5.13 Contractor's Liability; City Not Liable; Claims Resolution

A. Contractor's liability. The Contractor shall be responsible for any loss or damage that may occur to:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property resulting from any cause which might have been prevented by the Contractor, including defects or obstructions at any time before completion of the work and its final acceptance.

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the City Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the City Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

C. City not liable. The City shall not be answerable or accountable in any manner, for any loss or damage that may occur to any of the following from any cause which might have been prevented by the Contractor:

- The work or any part thereof;

- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property.

D. Claims Resolution. From time to time during the period of this contract, the City and/or the Contractor may be served with third-party claims, as a result of alleged conduct by Contractor. The following procedures shall be followed by City and Contractor:

For claims received by Contractor:

(1) Contractor shall provide City on a monthly basis details regarding any claim for damages to persons or property, including, date claim made, date of alleged damages, type of damages, alleged cause of damages and, as claims are resolved, details regarding Contractor's denial or payment of such claim and the reasons for denial or payment.

(2) Contractor shall resolve or deny any claim received within thirty (30) days of receipt. If Contractor is unable to resolve a claim within the thirty (30) days set forth above, it shall, prior to the expiration of the thirty (30) days request and extension in writing from the City.

For claims received by City:

(1) City shall process any claims received pursuant to Chapter 3-12 (Claims Against the City) of the Laguna Hills Municipal Code.

(2) If after investigation of the claim, the City determines the Contractor is liable under this Contract, City shall tender the claim to the Contractor for proper handling and resolution.

E. Retention of Claimed Damages by City. The City may retain so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City until disposition has been made of such suits or claims for damages aforesaid.

5-7 SAFETY.

5-7.1.3 Traffic and Access. [Add the following to section]:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Contractor.

Pedestrian access shall be maintained at all times during construction and shall be in accordance with the Americans With Disabilities Act.

5.7.2 Safety Orders

5.7.2.1 General. [Add the following to this section]:

The Contractor shall comply with the provisions of any City ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descend.

In accordance with Section 6705 of the Labor Code, prior to any excavation involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to Engineer a written detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- I. That the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - B. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- II. The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- III. That, in the event that a dispute arises between City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-7.2.2.1 Storage of Equipment and Materials in Public Streets. [Add the following section]:

The Contractor is required to, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Contractor shall submit to City written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by City. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-Project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to City. The Notice of Completion will not be issued until said release is submitted.

SECTION 6 - PROSECUTION AND PROGRESS OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.0 General. [Add the following section]:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The schedule shall establish the order of work which minimizes disruption of existing travel lanes.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the respective Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the

original schedule shall be explained. Liquidated damages will be assessed pending receipt of any outstanding reports, as set forth in Section 6-9.1 below.

6-1.3 Construction Schedule (Critical Path Method) [Add the following section]:

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these Special Provisions. Whenever the term “schedule” is used in this section it shall mean CPM progress schedule illustrated by the Gantt Bar method. The schedule shall be prepared by qualified and experienced scheduling staff.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer’s exclusive possession and use. The Contractor shall furnish network diagrams, narrative reports, tabular reports and schedule data as parts of each schedule submittal.

The number of activities shall be sufficient to assure adequate planning of the Project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

Schedule activities shall include the following:

- A. A clear legible description.
- B. Start and finish dates.
- C. A duration of not less than one working day, except for event activities, and not more than 20 working days, unless otherwise authorized by the Engineer.
- D. At least one predecessor and one successor activity, except for Project start and finish milestones.
- E. Required constraints.
- F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

The Contractor may show a scheduled completion date that is later than the Contract completion date on an update schedule, after the baseline schedule is accepted. The Contractor shall provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

The Engineer’s review and acceptance of schedules shall not waive any Contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be correct by the Contractor and resubmitted to the Engineer within five (5) working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the contractor from finishing all work within the time limit specified for completion of the Contract. If, after, a schedule has been accepted by the Engineer, either the Contractor or the Engineer discovers that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next schedule.

Payment for the Project schedule and revisions/updates to the schedule shall be made under other items of work and no additional payment shall be made therefore.

6-1.4 Acceleration. [Add the following section]:

The City reserves the right to accelerate the work of the Contract at any time during its performance. In the event the City directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from the normal Project cost records and shall provide a written record of acceleration costs to the City on a daily basis.

In the event the Contractor believes that some action or inaction on the part of the City constitutes an acceleration directive, the Contractor shall immediately notify the City in writing that the Contractor considers the actions or inactions an acceleration directive. The Contractor shall not accelerate their work efforts until the City responds to the written notification. If acceleration is then directed or required by the City, all cost records referred to in the previous paragraph shall be maintained by the Contractor and provided to the City on a daily basis.

In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

6-3 TIME OF COMPLETION.

6-3.1 General. [Add the following to this section]:

The time for completion shall be as set forth in the General Specifications.

6-3.2 Contract Time Accounting. [Add the following to this section]:

The Contractor's activities shall be confined to the hours between 7:00 AM and 5:00 PM, Monday through Friday, excluding holidays, unless otherwise specified. Changeover of the cooling tower system shall be scheduled for a weekend changeover. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates (premium time) including benefits, overhead, and travel time and are established based on the City's current fee schedule or professional services agreement for construction inspection services. The service fees will be deducted from any amounts due the Contractor.

Construction activities during City Special Events may be restricted by City to exclude all or part of the work on primary arterial or access roads to the Special Events as determined by Engineer. The Contractor shall be responsible to ascertain the exact times of any such events within his proposed construction schedule which may restrict his operation and shall adjust his schedule accordingly. The construction restrictions shall only be for the actual days the events occur. All costs for maintaining traffic control, protection of work site and re-mobilization shall be deemed

as included in the lump sum contract for their respective items and no additional compensation will be allowed.

6-3.3 Completion, Acceptance, and Warranty. [Add the following section]:

Work will be deemed completed on the same date when the Notice of Completion is recorded with the County of Orange.

6-9 LIQUIDATED DAMAGES. [Add the following to this section]:

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the City. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the City \$5,000.00. In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this contract. The Contractor and his sureties shall be liable for any excess cost.

SECTION 7 - MEASUREMENT AND PAYMENT.

7-3 PAYMENT.

7-3.2 Partial and Final Payment. [Add the following to this section]:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-constructed conditions. The City shall withhold from the final payment \$15,000 in the event that the Contractor fails to return the control set of Plans and Specifications showing the as-constructed conditions.

SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract Agreement.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the City, and deposited with a State or Federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the City, pursuant to the construction contract. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the City approved securities with the escrow agent, the escrow agent shall notify the City within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for City approval, and be held in the escrow account to meet the Contractor's obligations. Said securities

shall be held by the escrow agent until such time as the escrow agent receives written notification from the City that the Contractor has satisfactorily completed his contract obligations.

Alternatively, the Contractor may request and the City shall make payment of retention earned directly to the escrow agent at the expense of the Contractor. The Contractor may direct the investment of the payment into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

The full five percent (5%) retention will be deducted from all payments. The City shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the Contract work, and pay retainage to the Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the City. Federal law (49 CFR Section 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion. . The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

7-3.3 Delivered Materials. [Add the following to this section]:

Materials and equipment delivered but not incorporated into the work shall not be included in the estimate for progress payment.

7-3.4 Mobilization. [Add the following to this section]:

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for the work on this Project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the Project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the Project for any reason.

Full compensation for mobilization shall be included in the Contract **LUMP SUM** price bid for **Mobilization** and shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein, and no additional compensation will be allowed. Mobilization shall not exceed 5% of the entire bid, excluding mobilization and as shown in the Proposal Bid Sheet.

SECTION 9 – FACILITIES FOR CONTRACT PERSONNEL. [Add this section]:

9-1 EXTENDED FIELD OFFICE OVERHEAD COST.

Within fourteen (14) calendar days after receipt of the Notice to Proceed, the Contractor shall submit written statement to the City detailing its field office overhead costs which are time related. The City will review this first cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be memorialized in a no cost change order. The daily rate agreed to in this change order will be applicable throughout the duration of the Contract. No field office costs will be paid until such an agreement is reached between the City and the Contractor and the change order concerning this daily rate is executed by both parties. Progress payments will be withheld pending receipt of the above-referenced cost submittal and executed change order.

The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act or omission of the City. This listing may include such cost items as on-site project management, supervision, Engineering and clerical salaries; on-site utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable cost in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading, fencing, mobilizations and demobilization costs; and the costs of permits, bonds and insurance coverage for the Project.

The individual wage cost components used to calculate the daily field office rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering, and clerical employees shall be based upon 2080 work hours per year and shall not include allowances for holidays, vacations, or sick time.

When applicable, the daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by change order and shall be added to the agreed upon change order cost. The days of delay shall be those caused solely by the acts or omissions of the City and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive change order is issued which reduces time under the Contract, the daily field office overhead rate shall be used to calculate the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

SECTION 10 - RESPONSIBILITIES OF THE CONTRACTOR [Add this section]:

10-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

10-1.1 General.

Conduct of the Work. The Contractor shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no extraneous activity that might cause disruption to the Project site, surrounding areas, or residents. Failure to comply may result in the suspension of work, or removal of contractor's staff from the Project.

Noise Levels. A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

10-2 COOPERATION AND COLLATERAL WORK.

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule its work and conduct its operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the City Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

10-3 PROJECT SITE MAINTENANCE.

10-3.1 Cleanup and Dust Control.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and/or as directed by the Engineer.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

10-3.1.1 Construction Cleaning [Add the following section]:

The Contractor shall:

- (a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- (b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.
- (c) The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.
- (d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or City Engineer. In any case, the Contractor shall use water or other

means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the Project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefore.

10-6 CONTRACTORS RESPONSIBILITIES FOR WORK

Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the City) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the City Engineer, the Contractor shall at his expense properly store materials which have been partially paid for by the City or which have been furnished by the City. Such storage by the Contractor shall be on behalf of the City, the City shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the City.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the City.

PART 2 - CONSTRUCTION MATERIALS

1. Contractor shall Furnish all materials and equipment as necessary to complete the work in every detail in accordance with the Plans, Specifications, and applicable Building Codes and to the satisfaction of the Engineer.
2. Contractor shall provide all materials and labor necessary to complete the work, including any additional materials, as necessary to complete the intent of the plans and specifications for a complete and operating Evapco Model #LSWA-41B Cooling Tower system replacement, fully integrated with existing HVAC systems, whether or not shown on the plans and described in the specifications.
3. The cost for the provision of materials, complete and in place, and compliance with the plans and all Building Codes shall be included in the various items of bid and no additional compensation will be allowed therefore.

PART 3 - CONSTRUCTION METHODS

1. Site Conditions: The Laguna Hills Civic Center is an active public use building with ongoing operations including various events and activities. Contractor shall minimize noise and access disruptions to the greatest extent practicable. See Section 10-2 Cooperation and Collateral Work.
2. Pedestrian Access: Pedestrian paths of travel must be maintained free of obstructions and hazardous conditions. To the extent any portion of the work requires obstructing pedestrian paths of travel, the work shall be performed so as to minimize the extent of the obstruction. Where the contractor's operations may create hazardous condition to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area. Contractor shall give at least 48-hour notice prior to the creation of any condition affecting pedestrian paths of travel.
3. Crane Work: Contractor shall provide necessary crane services to complete the work. Contractor shall provide a crane operation plan and crane access plan to the Engineer 72 hours in advance of use and shall modify the plan as directed. All crane work shall comply with OSHA and State of California regulations in every respect. All crane placement shall require the placement of an underlayment material to protect the existing facilities of not less than a continuous pathway of $\frac{3}{4}$ " plywood. Any damaged flagstone, concrete, asphalt concrete or landscape shall be replaced in kind to the satisfaction of the Engineer. Crane(s) stored on site shall be moved to a parking area identified by City staff at the end of each work day. Contractor shall give at least a 48-hour notice prior to use of any cranes on site.
4. I-beam Painting: Perform repairs, refinish and paint the existing I-beam steel frame rail to include:
 - i. Wet sandblasting of steel I-beam shall include rust/corrosion inhibitor in blasting mix.
 - ii. Wet sandblasting mix water and debris shall be contained, collected and properly disposed of in accordance with NPDES requirements. No materials shall run off the project site.

- iii. Rusted areas shall be grinded down to bare metal, repaired as necessary, including welding as needed, for a smooth finish, rust inhibitor applied, prime coat applied and finished painted.

COOLING TOWER SPECIFICATIONS

1. Demolition: The existing cooling tower shall be shut down, uninstalled, removed and properly disposed of. Recovery and disposal of existing chemicals and controllers will be performed by others, coordinate scheduling this service with City's Cooling Tower chemical maintenance vendor. Care shall be taken as to not damage any other existing facilities and infrastructure during the demolition process. Any damage shall be repaired and/or replaced in kind. Demolition shall be phased with installation of new work to maintain existing building systems.
2. Installation: Verify all existing site conditions and systems including, but not limited to: pipe sizes and routing, valve sizes and routing, equipment connections and locations and controls. New cooling tower shall be installed on and secured to existing I-beam frame rail. Repair, refinish and paint existing frame rail. Provide new 8 bolt flange gaskets and bolt kits for new cooling tower connections. Existing cooling tower shall be replaced with new cooling tower like for like application with Evapco Model #LSWA-41B closed circuit cooling tower or approved equal. Tie new fan into existing Danfoss 15 HP VFD controller and program new motor operations. Provide new 4" PVC pipe and fittings for new cooling tower condenser water and tie into existing 4" steel pipe in mechanical yard. Tie into existing electrical and building controls for new cooling tower. Install new make up water line and tie into make up water line in mechanical well. Provide new drain from new cooling tower to existing floor drain in mechanical well.

Complete installation shall be in conformance with the Plans and Specifications, regulatory codes and manufacturers recommended practices to include, but not be limited to, all appurtenances, start-up, connections, testing and report, and provide equipment manuals. Contractor shall furnish and install any additional plumbing, electrical and mechanical materials, complete and in place and fully integrated with existing HVAC systems and comply with all Specifications and Plans to the City's satisfaction.

3. Regulations: The Cooling Tower System and materials shall comply with 2019 California Mechanical Code, 2019 California Electrical Code, 2019 California Energy Code and Title 24 and shall meet or exceed all manufacturers installation and operating requirements and all requirements as listed on the plans.
4. Submittals: All products proposed to be utilized shall be submitted to City for approval prior to order and installation.
5. Warranty: The Contractor shall provide a one-year Labor Warranty, in addition to the Evapco Manufacturer Warranty, to include any and all coordination with Evapco, Inc., to acquire any warranty parts. The Warranty shall designate the company to respond to any Cooling Tower System failures, such response and repairs shall be initiated within 24 hours of notice by the City of a Cooling Tower System failure. The Warranty shall be submitted for approval by the City. The Warranty shall be modified as directed by the City should there be any exceptions or exclusions not acceptable to the City.

PAYMENT SCHEDULE

Bid Item 1: MOBILIZATION

Payment for Mobilization shall be as specified in Section 7-3.4 herein.

Bid Item 2: REMOVE AND DISPOSE OF EXIST COOLING TOWER EQUIPMENT AND APPURTENANCES

Payment for Remove and Dispose of Exist Cooling Tower System Equipment and Appurtenances shall be made at the LUMP SUM contract price bid and shall constitute full compensation for all work efforts to remove the cooling tower system equipment that is scheduled to be replaced as shown on the Plans, complete and in place, including all labor, materials, equipment, crane services, recycling services and refuse services, electrical disconnection, plumbing disconnection, protection of existing facilities, regulatory compliance and any other items of work necessary to prepare the site for the installation of new cooling tower system equipment and no additional compensation will be allowed therefore.

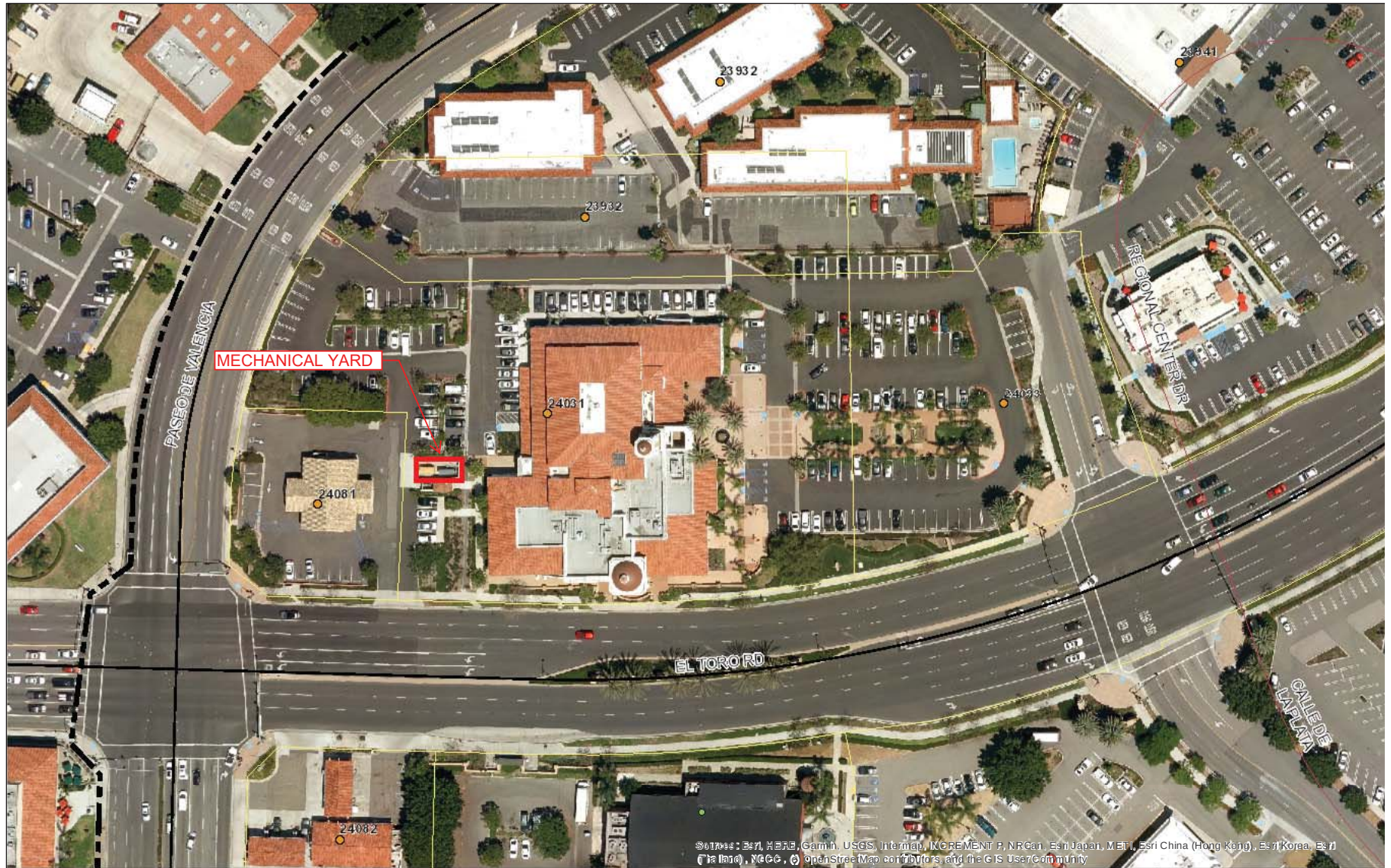
Bid Item 3: FURNISH AND INSTALL COOLING TOWER SYSTEM WITH STAINLESS STEEL BASIN AND APPURTENANCES COMPLETE AND IN PLACE

Payment for Furnish and Install Evapco Model #LSWA-41B Cooling Tower System with a Stainless Steel Basin and Appurtenances Complete and in Place shall be made at the LUMP SUM contract price bid and shall constitute full compensation for all work efforts to install the cooling tower system with stainless steel basin and appurtenances as shown on the Plans, complete and in place, including all labor, materials, equipment, crane services, coordination with Evapco, Inc., electrical connections, plumbing connections, protection of existing facilities, regulatory compliance and the furnishing of any other items of work or materials necessary to complete the installation of new Cooling Tower equipment fully integrated with existing HVAC system and no additional compensation will be allowed therefore.

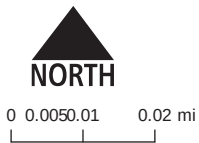
Bid Item 4: FURNISH ONE-YEAR LABOR COOLING TOWER WARRANTY

Payment for Furnish One-Year Labor Cooling Tower Warranty shall be inclusive of all labor, equipment, tools and parts for a period of one year after acceptance of the project completion to furnish all labor and coordinate, retrieve from Evapco Inc. all parts, and complete any repairs necessary to maintain the Cooling Tower System in like-new condition, complete and in place and no additional compensation will be allowed therefore.

Appendix A – Site Plan



LAGUNA HILLS CIVIC CENTER



Appendix B – Manufacturer Data Sheets



Ben Piggott
12774 Florence

santa fe springs, 90670
7147266500
ben@vertisys.net

(1) LSWE 4-4I12

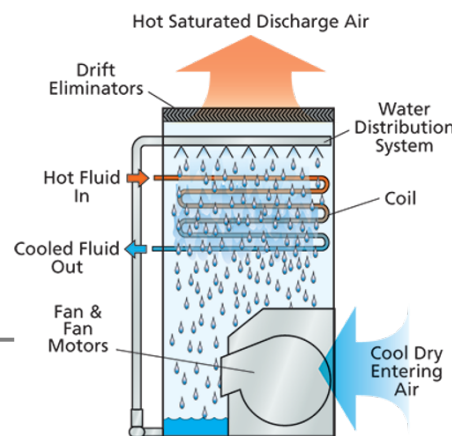
Project Details

Project Name : Laguna Hills Civic Center
Location: TBD UNK

Date: 6/9/2022
Customer:
Contact:
Contact Email:

Product Description

The LSWE is a forced draft closed circuit cooler with a centrifugal fan, designed for ease of maintenance and extended trouble-free operation. The centrifugal fan provides quiet operation, ideal for large ducted/indoor installations with additional external static pressure. The LSWE utilizes EVAPCO's Thermal-Pak® Coil, featuring **CrossCool™ Internal Tube Enhancement**, which increases the cooling capacity of the unit. LSWE units come standard with CTI Certified Performance and IBC Compliant construction.



Selection Criteria

	Total	Each Unit
Flow:	160.0 GPM	160.0 GPM
Fluid:	Water	Water
Entering Fluid Temp:	95.0 F	95.0 F
Leaving Fluid Temp:	85.0 F	85.0 F
Entering Wet Bulb:	75.0 F	75.0 F

Required Capacity

800.00 MBH
53.33 Tons

Unit Selected

One(1) EVAPCO LSWE 4-4I12 at 101% capacity (808.21 MBH)



Physical Data Per Unit

Overall Dimensions (WxLxH):	4'-5/8" x 11'-11 3/4" x 8'-1"
Operating Weight:	7,930 lbs
Shipping Weight:	5,680 lbs
Heaviest Section:	3,690 lbs
*weights and dimensions could vary depending on options selected	

Fan Motor Data per Unit

Number of Fans:	4
# of Fan Motors:	1
Nameplate Power (460/3/60):	10.00 HP Per Motor
Typical Nameplate FLA:	12.4 Amps Per Motor
*Nameplate FLA could vary	

Additional Details Per Unit

Air Flow:	23,300 CFM
Coil Volume:	116.9 gal per unit
Coil Design Pressure:	300 psi
Riser Pipe Diameter:	4"

Accessories

(1) ASHRAE 90.1-2019 Energy Compliant
(1) Stainless Steel Water Touch Basin
(1) Fan Motor: Inverter Capable, Premium Efficient

(1) IBC Standard Structural Design
(1) CrossCool Coil
(1) Fan Motor: Space Heaters

(1) 1.0 Importance Factor Specified
(1) Vibration Switch

IBC Design Capability

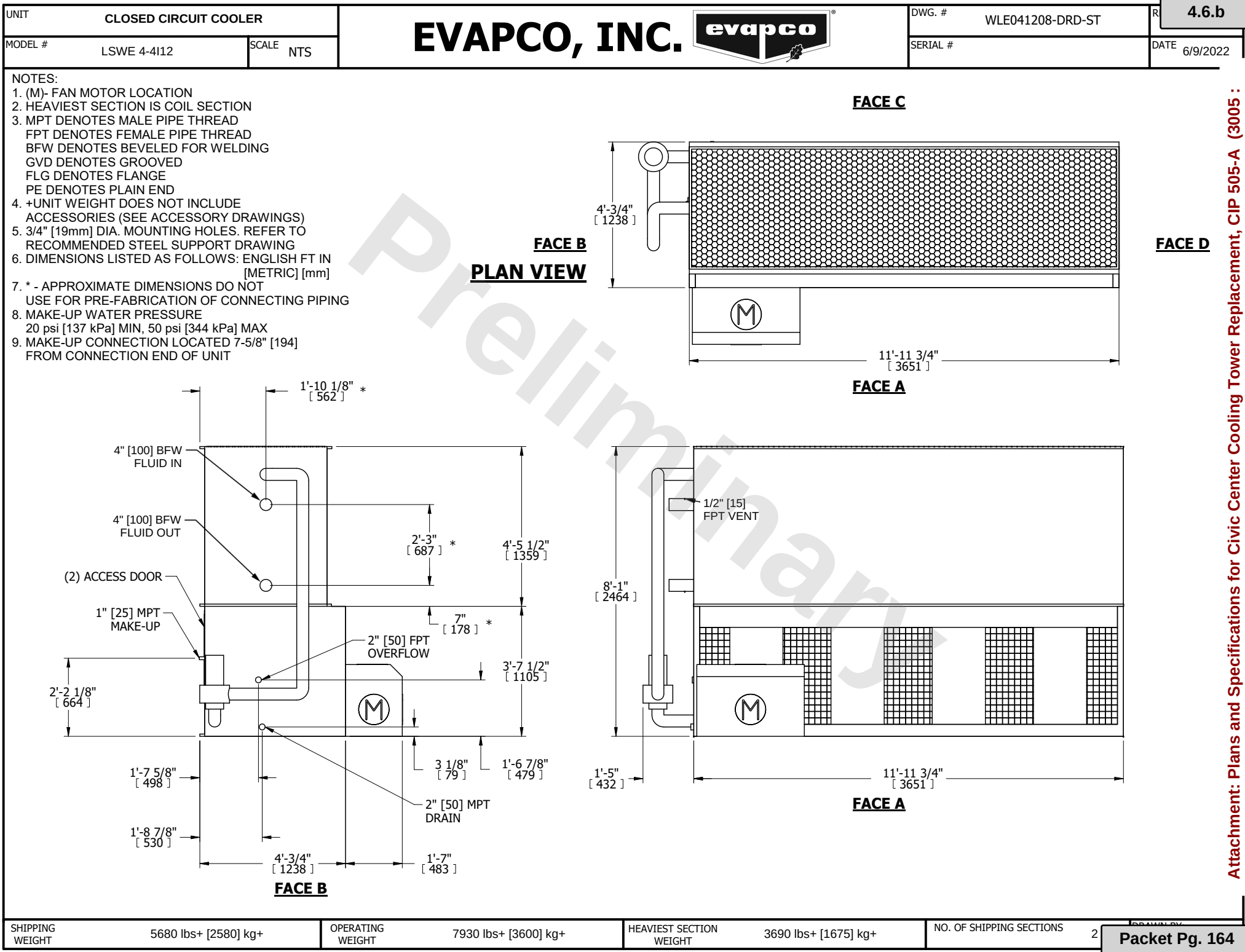
IBC Standard Structural Design
1.0 Importance Factor Specified
Seismic(Sds): up to 0.67 g, z/h = 0
Wind Load(P): up to 288 psf

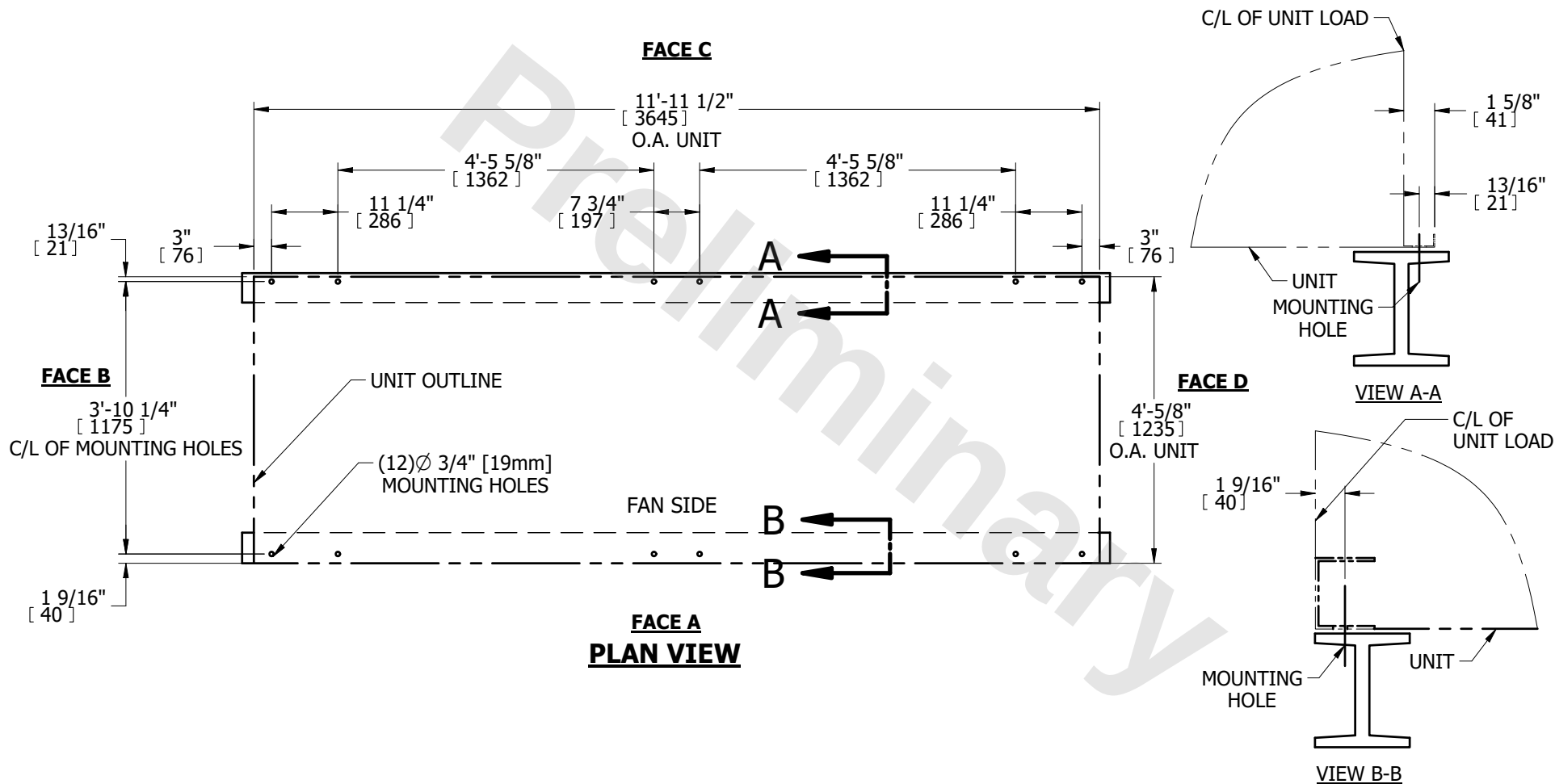
Pump Motor Data per Unit

No. of Pumps:	1
Nameplate Power (460/3/60):	1.5 HP per pump motor
Typical Nameplate FLA:	2.02 Amps Per Motor
*Nameplate FLA could vary	

Hydraulic Data

Spray Water Flow:	245 GPM
Pressure Drop Through Coil:	2.2 psi
Evaporated Water Rate:	1.28 GPM





NOTES:

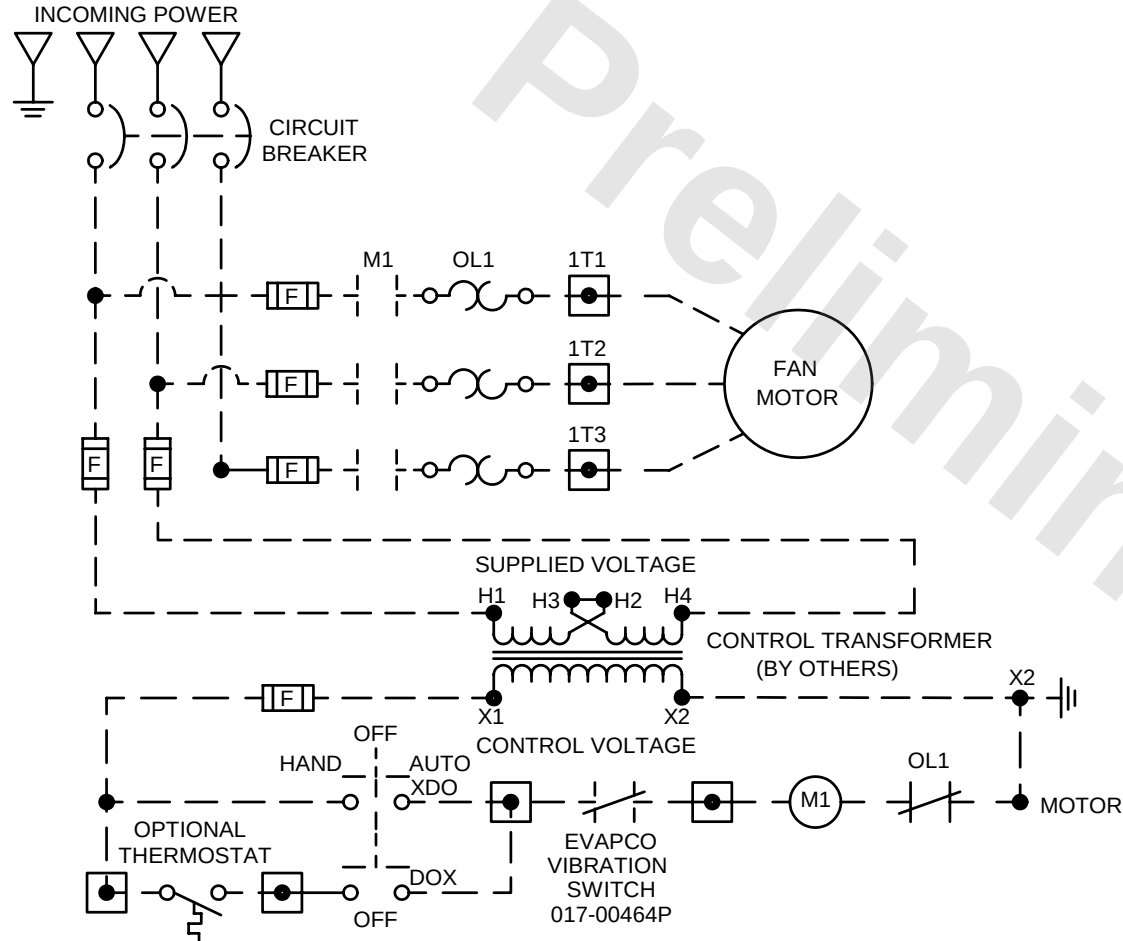
1. BEAMS SHOULD BE SIZED IN ACCORDANCE WITH ACCEPTED STRUCTURAL PRACTICES. MAXIMUM DEFLECTION OF BEAM UNDER UNIT TO BE 1/360 OF UNIT LENGTH NOT TO EXCEED 1/2" [13mm].
2. DEFLECTION MAY BE CALCULATED BY USING 55% OF THE OPERATING WEIGHT AS A UNIFORM LOAD ON EACH BEAM. SEE CERTIFIED PRINT FOR OPERATING WEIGHT.
3. SUPPORT BEAMS AND ANCHOR HARDWARE ARE TO BE FURNISHED BY OTHERS. ANCHOR HARDWARE TO BE ASTM - A325 5/8" [16mm] BOLT OR EQUIVALENT.
4. BEAMS MUST BE LOCATED UNDER THE FULL LENGTH OF THE PAN SECTION.
5. SUPPORTING BEAM SURFACE MUST BE LEVEL. DO NOT LEVEL THE UNIT BY PLACING SHIMS BETWEEN THE UNIT MOUNTING FLANGE AND THE SUPPORTING BEAM.
6. THE FACTORY RECOMMENDED STEEL SUPPORT CONFIGURATION IS SHOWN. CONSULT THE FACTORY FOR ALTERNATE SUPPORT CONFIGURATIONS.
7. UNIT SHOULD BE POSITIONED ON STEEL SUCH THAT THE ANCHORING HARDWARE FULLY PENETRATES THE BEAM'S FLANGE AND CLEARS THE BEAM'S WEB.
8. DIMENSIONS LISTED AS FOLLOWS: ENGLISH FT-IN [METRIC] [mm]

EVAPCO, INC.



TITLE	VIBRATION SWITCH	DESCRIPTION:	SINGLE SPEED	DWG. #	V1AU0000-EE
-------	-------------------------	--------------	--------------	--------	-------------

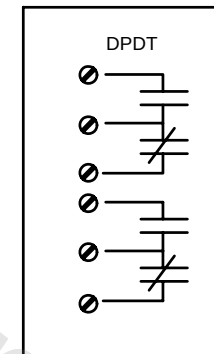
SUPPLIED VOLTAGE, 3 PHASE



SWITCH CONTACT RATING:

15 AMPS, 125, OR 480 Vac; 1/8 HP, 125 Vac; 1/4 HP, 250 Vac; 1/2 AMP, 125 Vdc; 1/4 AMP, 250 Vdc.

WIRING DIAGRAM:



NOTES:

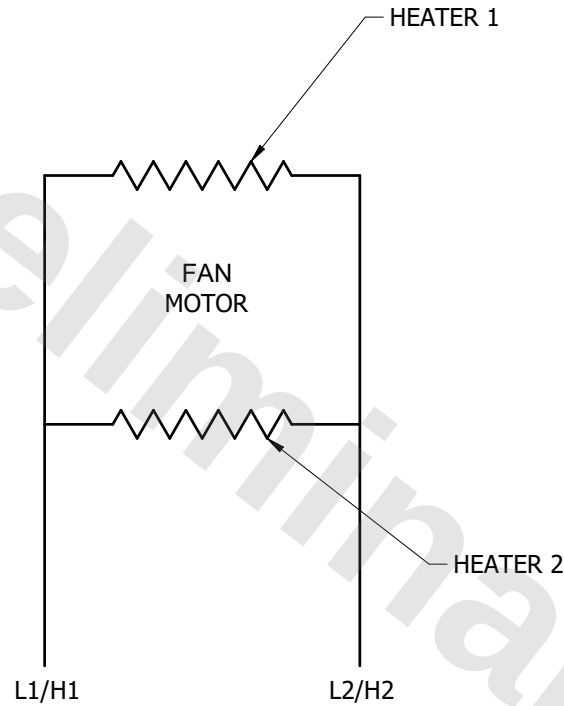
1. DASHED LINES INDICATE WIRING(BY OTHERS)

ADJUSTMENT

ADJUST THE SWITCH SO THAT DURING FULL SPEED START-UP AND UNDER NORMAL CONDITIONS, THE CONTACTS DO NOT TRIP. FIRST, WITH THE MOTOR OFF, TURN THE ADJUSTMENT SCREW COUNTER-CLOCKWISE (MORE SENSITIVE DIRECTION) UNTIL THE SWITCH TRIPS. NEXT, TURN THE ADJUSTMENT SCREW CLOCKWISE 1/8 TURN (LESS SENSITIVE DIRECTION). RESET THE SWITCH BY DEPRESSING THE PUSH-BUTTON RESET LOCATED ON TOP OF THE SWITCH. START THE MOTOR ON FULL SPEED. IF THE MOTOR TRIPS THE SWITCH, THEN TURN THE ADJUSTMENT SCREW CLOCKWISE AN ADDITIONAL 1/8 TURN. RESET THE SWITCH AND START THE MOTOR AGAIN. REPEAT THE ABOVE PROCEDURE UNTIL THE MOTOR CONTINUES TO RUN.

UNIT	LSWE 4-4112
TITLE	FAN MOTOR SPACE HEATERS

DWG. #	MHAU0000-DB	4.6.b
SCALE	N.T.S.	DRAWN BY BLL



ELECTRICAL DATA:
VOLTAGE: 120V
CURRENT: <2AMPS

- NOTE:
1. FAN MOTOR SPACE HEATERS SHOULD BE ENERGIZED WHEN MOTOR IS OFF TO PREVENT CONDENSATION IN THE MOTOR
 2. FAN MOTOR SPACE HEATERS MUST BE SWITCHED OFF WHEN MOTOR IS RUNNING



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 15, 2022

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Consideration of Amendment No. 2 to Security Patrol Services Agreement with High Level Security Solutions, Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor or Mayor Pro Tempore to sign Amendment No. 2 to Security Patrol Services Agreement with High Level Security Solutions, Inc., in the total maximum contract amount of \$140,000 and authorize the Interim Finance Director to amend the current budget.

BACKGROUND:

The City entered into an agreement (Attachment 1) with High Level Security Solutions, Inc. (HLSS) to provide properly trained and equipped, uniformed, security officers with marked patrol vehicles to patrol residential neighborhoods, shopping centers, and public facilities within the City on an as-needed basis in order to enhance public welfare and safety. HLSS patrols certain areas of the City at the direction of the City Manager. Depending on the need, one or two guards patrol daily from 8:00 p.m. to 4:00 a.m.

The original term of the agreement was for two (2) months, commencing on August 1, 2022, and ending on October 2, 2022. On September 27, 2022, the City Manager entered into Amendment No. 1 (Attachment 2) to the Agreement for the purpose of extending the term of the Agreement for two (2) additional months in order to provide for continued, uninterrupted citywide security patrol services to City under the same terms and condition and at the same hourly rates as established and set forth in the Agreement. The Agreement is currently scheduled to expire on November 30, 2022 by operation of its own terms.

Amendment No. 2 to Security Patrol Services Agreement
November 15, 2022
Page 2

At this time, staff is recommending that the City enter into Amendment No. 2 extending the term for an additional seven (7) months to June 30, 2023. This will allow for HLSS to provide continued, uninterrupted citywide security patrol services to City under the same terms and conditions and at the same hourly rates as established and set forth in the current Agreement.

FISCAL IMPACT:

The proposed additional seven (7) month term extension now creates the need to increase the total maximum contract amount by \$90,000 from \$50,000 to \$140,000. Pending City Council approval, staff will proceed with a Budget Amendment for this agreement to the current fiscal year.

ATTACHMENTS:

- Agreement with High Level Security Solutions, Inc.
- Amendment No. 1 to Agreement with High Level Security Solutions, Inc.
- Proposed Amendment No. 2 to Agreement with High Level Security Solutions, Inc.

SECURITY PATROL SERVICES AGREEMENT
High Level Security Solutions, Inc.
(Citywide Private Security Patrol Services)

THIS SECURITY PATROL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 1ST day of August 2022, 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 HIGH LEVEL SECURITY SOLUTIONS, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. The City has determined that there is a need to retain the professional services of a qualified private security company to provide properly equipped, uniformed, security officers with marked patrol vehicles to patrol residential neighborhoods, shopping centers, and public facilities within the City on an as-needed basis in order to enhance public welfare and safety (the "Project").

B. Consultant has submitted to City a proposal, dated July 25, 2022, to provide professional security patrol services to City for the Project pursuant to the terms of this Agreement. Contracts for the procurement of other public safety services are exempt from the City's competitive bidding procurement regulations, pursuant to Laguna Hills Municipal Code Section 3-08.110(L)(4).

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these professional security patrol services to City for the Project and has agreed to provide such services as provided herein on an expedited basis. 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 professional security patrol 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 professional

security patrol services to City for the Project as set forth in the Proposal/Scope of Work, dated July 25, 2022, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original Proposal/Scope of Work dated July 25, 2022 ("Consultant's Proposal") and submitted to City, which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibits "A" and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant's Proposal (Exhibit "A").

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

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

2. COMPENSATION

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit “A”), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City’s Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including

Appropriations

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of two (2) months, commencing on August 1, 2022 and ending on October 2, 2022, unless extended by mutual written agreement of the parties.

3.5 *Intentionally omitted.*

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: Tony Castillo Jr, CEO. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant

and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

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

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office

or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement 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 three million dollars (\$3,000,000.00) per occurrence, and five million dollars (\$5,000,000.00) in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

D. **Professional Liability (Errors & Omissions) Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least three million dollars (\$3,000,000.00). Covered professional services shall

specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

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

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

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

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

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. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

7. REPORTS AND RECORDS

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

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

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

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract

Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant seven (7) 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, peri such r time a Consultant may determine

Default of Consultant

constitute a default.

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

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

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

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

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

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this

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

9. **CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

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

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

10. **MISCELLANEOUS PROVISIONS**

10.1 **Intentionally omitted.**

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

To City:

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

To Consultant:

High Level Security Solutions, Inc.
 Attention: Tony Castillo, Jr., CEO
 7 Bainbridge Avenue
 Ladera Ranch, California 92694
 Telephone: (949) 289-9864

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

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

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

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

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

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

violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 Labor Code Requirements.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“CITY”

City of Laguna Hills,
a California municipal corporation



JARAD L. HILDENBRAND,
City Manager

ATTEST:

 (SEAL)

MELISSA AU-YEUNG,
Deputy City Manager/City Clerk

APPROVED AS TO FORM:



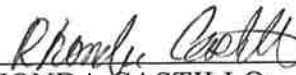
GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”

**HIGH LEVEL SECURITY
SOLUTIONS, INC.,** a California
corporation

By: 

TONY R. CASTILLO JR
Chief Executive Officer

By: 

RHONDA CASTILLO
Chief Financial Officer

Attachment: Agreement with High Level Security Solutions, Inc. (3022 : Amendment No. 2 to Security Patrol Services Agreement)

EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF SERVICES****DATED: JULY 25, 2022**

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



HIGH LEVEL SECURITY SOLUTIONS, Inc.
 7 Bainbridge Ave, Ladera Ranch, CA 92694
 949-289-9864
CPATROL1@aol.com
 PPO# 14398

July 25, 2022

COST PROPOSAL

Our rates are established on an hourly rate and are all-inclusive. There are no additional charges for support, supervision, standard equipment or administrative overhead.

Upon acceptance, prices quoted in this proposal are firm for twelve (12) months.

Schedule of Performance: Initial 2-month Pilot Program for Armed Security beginning Monday, August 1, 2022 for two months with the last shift ending Sunday, October 2, 2022.

Requested Patrol Hours: Patrol hours will be from 8:00 p.m. to 4:00 a.m., seven (7) days per week.

Scope of Service: Up to two, one-manned armed security officers each with their own vehicle. The vehicles will be properly equipped with a light bar overhead and clearly marked High Level Security Solutions, Inc. Armed security officers will be properly trained, equipped, and uniformed. Security Officers will drive all residential neighborhoods, shopping centers, and public facilities,

Net 30 days. billing cycle is 28 days.

**AMENDMENT NO. 1
TO SECURITY PATROL SERVICES AGREEMENT
High Level Security Solutions, Inc.
(Citywide Private Security Patrol Services)**

THIS FIRST AMENDMENT TO THE HIGH LEVEL SECURITY SOLUTIONS, INC., SECURITY PATROL SERVICES AGREEMENT (the "Amendment" or "Amendment No.1") is made and entered into to be effective this 27th day of September 2022, 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 HIGH LEVEL SECURITY SOLUTIONS, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City previously determined that there is a need to retain the professional services of a qualified private security company to provide properly equipped, uniformed, security officers with marked patrol vehicles to patrol residential neighborhoods, shopping centers, and public facilities within the City on an as-needed basis in order to enhance public welfare and safety (the "Project").

B. City and Consultant previously entered into that certain security patrol services agreement, which was made and entered into on August 1, 2022 (the "Agreement"), and which may be duly amended in writing from time to time by the Parties. Sections 1.8 (Additional Services), 2.1 (Maximum Contract Amount), 2.4 (Changes in Scope of Services), and 3.4 (Term) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties.

C. The original term of the Agreement was for two (2) months, commencing on August 1, 2022, and ending on October 2, 2022, unless extended by mutual written agreement of the Parties.

D. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to expire on October 2, 2022, by operation of its own terms. The Parties now wish to exercise a renewal option and mutually agree that the term of the Agreement be extended for two additional months in order for Consultant to provide continued, uninterrupted citywide private security patrol services to City under the same terms and conditions as established and set forth in the current Agreement, except as provided otherwise in this Amendment.

E. The Parties now desire to enter into this Amendment No. 1 for the purpose of extending the term of the Agreement for two (2) additional months in order to provide for continued, uninterrupted citywide private security patrol services to City under the same terms and conditions as established and set forth in the Agreement, except as provided otherwise in this Amendment.

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

AGREEMENT

1. Amendment to Section 3.4, entitled "Term," of the Agreement. Section 3.4 of the Agreement is hereby amended and restated in its entirety as follows:

"**3.4 Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of four (4) months, commencing on August 1, 2022, and ending on November 30, 2022, unless extended by mutual written agreement of the Parties."

2. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment No. 1 shall in all respects govern and control.
3. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
4. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

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

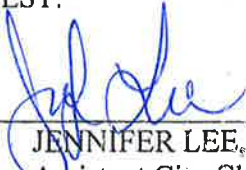
"CITY"

CITY OF LAGUNA HILLS, a California municipal corporation

By: 

JARAD L. HILDENBRAND,
City manager

ATTEST:

By: 

JENNIFER LEE,
Assistant City Clerk

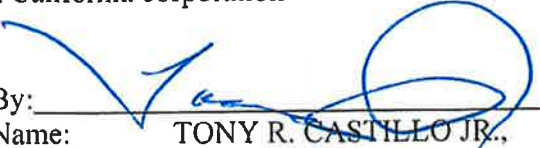
APPROVED AS TO FORM:

By: 

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

HIGH LEVEL SECURITY SOLUTIONS, INC.,
a California corporation

By: 

Name: TONY R. CASTILLO JR.,
Its: Chief Executive Officer

By: 

Name: RHONDA CASTILLO,
Its: Chief Financial Officer

**AMENDMENT NO. 2
TO SECURITY PATROL SERVICES AGREEMENT
High Level Security Solutions, Inc.
(Citywide Private Security Patrol Services)**

THIS SECOND AMENDMENT TO THE HIGH LEVEL SECURITY SOLUTIONS, INC., SECURITY PATROL SERVICES AGREEMENT (the "Amendment" or "Amendment No.2") is made and entered into to be effective this 15th day of November 2022, 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 HIGH LEVEL SECURITY SOLUTIONS, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City previously determined that there is a need to retain the professional services of a qualified private security company to provide properly trained and equipped, uniformed, security officers with marked patrol vehicles to patrol residential neighborhoods, shopping centers, and public facilities within the City on an as-needed basis in order to enhance public welfare and safety (the "Project").

B. City and Consultant previously entered into that certain security patrol services agreement, which was made and entered into on August 1, 2022 (the "Agreement"), and which may be duly amended in writing from time to time by the Parties. Sections 1.8 (Additional Services), 2.1 (Maximum Contract Amount), 2.4 (Changes in Scope of Services), and 3.4 (Term) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties.

C. The original term of the Agreement was for two (2) months, commencing on August 1, 2022, and ending on October 2, 2022, unless extended by mutual written agreement of the Parties.

D. Unless amended by mutual written agreement of the Parties, the Agreement was scheduled to expire on October 2, 2022, by operation of its own terms. However, the Parties exercised a renewal option and mutually agreed that the term of the Agreement should be extended for two (2) additional months in order for Consultant to provide continued, uninterrupted citywide security patrol services to City under the same terms and conditions and at the same hourly rates as established and set forth in the Agreement.

E. On September 27, 2022, the Parties approved and entered into Amendment No. 1 to the Agreement for the purpose of extending the term of the Agreement for two (2) additional months in order to provide for continued, uninterrupted citywide security patrol services to City under the same terms and condition and at the same hourly rates as established and set forth in

the Agreement. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to expire on November 30, 2022 by operation of its own terms.

F. The Parties now wish to extend the term of the Agreement for an additional seven (7) months in order for Consultant to provide continued, uninterrupted citywide security patrol services to City under the same terms and conditions and at the same hourly rates as established and set forth in the current Agreement. The proposed additional seven (7) month term extension now creates the need to increase the total maximum contract amount set forth in Section 2.1 of the Agreement by \$90,000 from \$50,000 to \$140,000.

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

AGREEMENT

1. Amendment to Section 3.4, entitled "Term," of the Agreement. Section 3.4 of the Agreement is hereby amended and restated in its entirety as follows:

"3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of eleven (11 months) commencing on August 1, 2022, and ending on June 30, 2023, unless extended by mutual written agreement of the Parties."

2. Amendment to Section 2.1, entitled "Maximum Contract Amount," of the Agreement: Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"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, as set forth in the Schedule of Compensation/Hourly Rate/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Forty Thousand Dollars (\$140,000) (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."

3. Full Force and Effect. This Amendment No. 2 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment No. 2 shall in all respects govern and control.

4. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment No. 2 as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
5. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

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

"CITY"

CITY OF LAGUNA HILLS, a California
municipal corporation

By: _____
DAVE WHEELER,
Mayor

ATTEST:

By: _____
JENNIFER LEE, C.M.C./ C.P.M.C.
City Clerk

APPROVED AS TO FORM:

By: _____
GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

HIGH LEVEL SECURITY SOLUTIONS, INC.,
a California corporation

By: _____
Name: TONY R. CASTILLO JR.,
It _____



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 15, 2022

TO: Mayor and Council Members

FROM: Larry Longenecker
Community Development Director

ISSUE: Second Reading & Adoption of Proposed Ordinances Amending Title 10 (Buildings and Construction) and Chapter 5-16 (Fire Code) of the Laguna Hills Municipal Code and Adopting by Reference the 2022 California Building Standards Code and the 2022 California Fire Code

RECOMMENDATION: That the City Council:

1) Conduct a Public Hearing; and

2) Adopt an Ordinance entitled: “An Ordinance of the City of Laguna Hills, California, amending Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code and adopting by reference the 2022 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2022 California Building Code, the 2022 California Residential Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California Plumbing Code, the 2022 California Energy Code, the 2022 California Historical Building Code, the 2022 California Existing Building Code, the 2022 California Green Building Standards Code, and the 2022 California Referenced Standards Code, together with certain amendments, additions, and deletions thereto; and adopting by reference the 2021 International Property Maintenance Code.”; and

3) Adopt an Ordinance entitled: “An Ordinance of the City of Laguna Hills, California, amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and adopting by reference the 2022 Edition of the California Fire Code including Appendices B, BB, C, and CC, together with certain amendments, additions, and deletions thereto.”

BACKGROUND:

The proposed Ordinances were introduced for their first reading, read by title only, and waived of further reading at the regular meeting of October 25, 2022. As part of the October 25, 2022 staff report and presentation, all amendments, additions, and deletions to the included in the code adoptions were reviewed.

One new building code was discussed that would prohibit “commercial gas cooking appliances”, with some confusion at the meeting as to which specific types of appliances would be prohibited, and to which types of projects the prohibition would apply. An advisory email was provided to the City Council after the meeting, clarifying that all gas cooking appliances will continue to be permitted in commercial operations, including new commercial construction, and that there are no new building codes that restrict gas cooking appliances in commercial uses such as restaurants and other businesses with cooking facilities.

For new residential development, the new building code prohibits only those gas cooking facilities with a continuously-burning pilot light, which is characteristic of a commercial grade gas cooking appliance. Gas cooking appliances without a continuously-burning pilot light will continue to be allowed in new residential development. Further, the new building code does not apply to replacement or repair projects in existing homes.

DISCUSSION:

The required public hearing scheduled for this November 15, 2022, meeting, as well as the ordinances introduction summaries, have been properly noticed by the City Clerks Department.

Adoption of the Ordinances will amend Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code & adopt by reference the 2022 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2022 California Building Code, the 2022 California Residential Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California Plumbing Code, the 2022 California Energy Code, the 2022 California Historical Building Code, the 2022 California Existing Building Code, the 2022 California Green Building Standards Code, and the 2022 California Referenced Standards Code, together with certain amendments, additions, and deletions thereto; and adopting by reference the 2021 International Property Maintenance Code and amend Chapter 5-16 (Fire Code) of Title 5

Second Reading & Adoption of 2022 Building & Fire Code Adoption Ordinance
November 15, 2022
Page 3

(Health and Sanitation) of the Laguna Hills Municipal Code and adopt by reference the 2022 Edition of the California Fire Code including Appendices B, BB, C, and CC, together with certain amendments, additions and deletions thereto.

A copy of the proposed Ordinances and the Staff Report for the introduction of the Ordinances, including attachments, are included as attachments to this report. The City Council introduced the Ordinances by a vote of 5-0. It is in order to adopt the Ordinances.

ATTACHMENTS:

- Proposed Ordinance - 2022 CA Building Code Update
- Proposed Ordinance - 2022 CA Fire Code Update
- October 25, 2022 Introduction to Ordinances Staff Report & Attachments

ORDINANCE NO. 2022-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2022 CALIFORNIA BUILDING CODE, THE 2022 CALIFORNIA RESIDENTIAL CODE, THE 2022 CALIFORNIA ELECTRICAL CODE, THE 2022 CALIFORNIA MECHANICAL CODE, THE 2022 CALIFORNIA PLUMBING CODE, THE 2022 CALIFORNIA ENERGY CODE, THE 2022 CALIFORNIA HISTORICAL BUILDING CODE, THE 2022 CALIFORNIA EXISTING BUILDING CODE, THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND THE 2022 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; AND ADOPTING BY REFERENCE THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.*, the City of Laguna Hills ("City") may adopt by reference the California Building Standards Code, 2022 Edition, as provided in Title 24 of the California Code of Regulations, and the 2021 International Property Maintenance Code; and

WHEREAS, the California Building Standards Commission recently adopted new amendments to the California Building Standards Code; and

WHEREAS, California Health & Safety Code Section 17958.5 *et seq.*, and 18941.5 authorize cities to modify the California Building Standards Code by adopting the same or modified requirements as are contained in the regulations adopted by the State pursuant to Health and Safety Code Section 17922, if such modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, based upon the recommendations of the Building Official, the City Council finds the proposed amendments to the 2022 California Building Standards Code set forth in this Ordinance, which are more restrictive than the standards adopted by the California Building Standards Commission, would decrease the potential incidence of property damage, injury, and death due to fires and earthquakes, and are reasonable and necessary to mitigate local climatic, geological, or topographical conditions; and

WHEREAS, on October 25, 2022, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November 15, 2022; and

WHEREAS, the City Council held a public hearing on November 15, 2022, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2022 California Building Standards Code as amended herein, as well as, the adoption of the 2021 International Property Maintenance Code; and

WHEREAS, the Community Development Department recommended that changes and modifications be made to the codes and have advised that certain said changes and modifications to the California Building Code, 2022 Edition, and the California Residential Code, 2022 Edition, are reasonably necessary due to local conditions in the City of Laguna Hills and have further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the codes or are reasonably necessary to safeguard life and property within the City of Laguna Hills; and

WHEREAS, amendments related to life and fire safety contained in Table 1505.1, Sections 1505.1.2, 1807.1.6, 3109.2 of the 2022 Edition of the California Building Code, and Table R301.2, Sections R902.1, R902.1.3, R902.2, and Appendix AX of the 2022 Edition of the California Residential Code as recommended by the Community Development Department are hereby found to be reasonably necessary due to the local conditions described in Section 1 of this Ordinance, below; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. Findings. The City Council hereby finds that the amendments to the 2022 California Building Code and 2022 California Residential Code are reasonably necessary because of local climatic, geological, or topographic conditions, and adopts the findings provided below to support the modifications to the 2022 California Building Code and 2022 California Residential Code.

I. Climatic Conditions

- A. Orange County and the City of Laguna Hills are located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add

to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles greatly impact the response time to reach an incident scene. This necessitates the need for an increased level of fire protection. This added protection will supplement normal fire department response available and provide immediate protection for life and safety during fire occurrences.

- B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County. This necessitates the need for additional fire protection features.
- C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. Due to storage capacities and consumption, and a limited amount of rainfall, particularly during extended periods of drought, future water allocation is not fully dependable. This necessitates the need for additional fire protection features.
- D. Dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing, including fuels such as wood shingles, or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.
- E. The warm, dry climate is conducive to swimming pools which creates a higher probability of child drowning where pools are unprotected, necessitating the need for additional fire protection features.

II. Topographical Conditions

- A. Natural slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County are built and will continue to build. With much of the populated flatlands already built upon, future growth will likely occur on steep slopes and with greater constraints in terrain.
- B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.
- C. Topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to

provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

- A. The Orange County region is a densely populated area in a high seismically active area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault. Located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.
- B. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."
- C. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable.
- D. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.
- E. Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources

available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority

Additional amendments have been made to the 2022 California Building Standards Code. Such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such codes. The changes made include provisions making each of said codes compatible with other codes enforced by the City.

The findings above are applicable to amendments to the 2022 California Building Code and 2022 California Residential Code as follows:

<u>Code Section</u>	<u>Findings in Section 1</u>
Chap 1, Div II	Administrative
Table 1505.1 CBC	1-A,D, 3-A,B,C,D,E
1505.1.2 CBC	1-A,D, 3- A,B,C,D,E
1807.1.6 CBC	3-A
3109.2 CBC	1-E, 3-B,C
Table R301.2 CRC	Administrative
R902.1 CRC	1-A,D, 3- A,B,C,D,E
R902.1.3 CRC	1-1,2, 3- A,B,C,D,E
R902.2 CRC	1-1,2, 3- A,B,C,D,E
Appendix AX CRC	1-E, 3-B,C

SECTION 2. Chapter 10-28 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-28 BUILDING CODE

10-28.010 Adoption of the California Building Code.

The California Building Code, 2022 Edition, including Chapter 1, Division II, based on the 2021 Edition of the International Building Code as published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Building Code of the City of Laguna Hills, regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-28.030 Amendments to the California Building Code.

Chapter 1, Division II – Scope and Administration.

Section 101.1, Title, is revised to read as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Laguna Hills, hereinafter referred to as “this code.”

Section 101.4, Referenced codes, is hereby revised to read as follows:

101.4. Referenced codes. The California Codes specified in Sections 101.1.1 through 101.4.7 and referenced elsewhere in this code shall be understood to mean and refer to those codes as adopted and amended by the City of Laguna Hills and set forth in Title 10 Buildings and Construction of the Laguna Hills Municipal Code.

Section 105.2, Work exempt from permit, is revised to read as follows:

(a) Section 105.2, Building exemption 2, is revised to read as follows:

2. Fences not over 6 feet (2134 mm) high.

(b) Section 105.2, Building exemption 9, is revised to read as follows:

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 18 inches (457.2 mm) deep, do not exceed 5,000 gallons (18,927.059L) and are installed entirely above ground.

Section 113.1, General, is revised to read as follows:

113.1 General. Board of Appeals when used in the Building Standards Codes shall mean the City Council/Planning Agency. The Board of Appeals is hereby established for each of the Building Standards Codes. Depending on the subject of the appeal, specialized expertise may be solicited for the purpose of providing input to the Board of Appeals.

Chapter 15 – Roof Assemblies and Rooftop Structures.

Table 1505.1 is revised to read as follows:

TABLE 1505.1^a
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	A	A	A

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m².

a. Unless otherwise required in accordance with Chapter 7A.

Section 1505.1.2, Roof coverings within all other areas, is revised to read as follows:

1505.1.2 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

Chapter 18 – Soils and Foundations.

Section 1807.1.6, Prescriptive design of concrete and masonry foundation walls, is revised to read as follows:

1807.1.6 Prescriptive design of concrete and masonry foundation walls. Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D₂, or E.

Chapter 31 – Special Construction.

Section 3109.2, California swimming pool safety act (statewide) is revised to read as follows:

3109.2 California swimming pool safety act (statewide).

115922 (a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa, at a private, single-family home the respective swimming pool or spa shall be equipped with item #1 and at least one additional of the following seven drowning prevention safety features:

1. An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the single-family structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in item #4 or #5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature.
2. Removable mesh pool fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device. The mesh fencing setback shall be not less than 20 inches from the water's edge.
3. An approved safety pool cover, as defined in subdivision (d) of Section 115921.
4. Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as repeating notification that "the door to the pool is open".
5. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches (1372mm) above the floor on the private single-family home's doors providing direct access to the pool or spa.
6. An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. These pool alarms shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms" which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning safety prevention feature.
7. Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and have been independently verified by an approved testing laboratory as meeting standards for those devices established by the ASTM or the American Society of Testing Mechanical Engineers (ASME).

Prior to the issuance of any final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention devices required by this act and if no violations are found, shall give final approval.

SECTION 3. Chapter 10-32 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-32 RESIDENTIAL CODE

10-32.010 Adoption of the California Residential Code.

The California Residential Code, 2022 Edition, based on the 2021 International Residential Code as published by the International Code Council together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Residential Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-32.020 Amendments to the Residential Code.

Chapter 3 – Building Planning.

Table R301.2 is revised to read as follows:

TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground snow load ^d	WIND DESIGN				Seismic design category ^f	SUBJECT TO DAMAGE FROM			Ice barrier underlayment required ^h	Flood hazards ^g	Air freezing index ⁱ	Mean annual temp ^j
	Speed ^d (mph)	Topo. effects ^k	Special wind region ^l	Windborne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c				
Zero	95	No	No	No	D ₂ or E	Negligible	12-24"	Very Heavy	No	Yes/No	0	60

Chapter 9 – Roof Assemblies.

Section R902.1, Roof covering materials, is revised to read as follows:

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A roofing shall be installed in areas designated by this section. Class A roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

Section R902.1.2, Roof coverings in all other areas, is revised to read as follows

R902.1.2 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

Section R902.2, Fire-retardant-treated shingles and shakes, is revised to read as follows:

R902.2 Fire-retardant-treated shingles and shakes. Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A roofs.

(The remainder of this section is unchanged)

Appendix AX – Swimming Pool Safety Act.

Section 115922 is revised to read as follows:

115922.

(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with an enclosure as specified in item (1) below AND at least one of the following additional drowning prevention safety features:

- (1) An enclosure that meets the requirements of Section 115923 and isolates the swimming pool and spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in Section 115922 (a) (4) or (5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

(The remainder of this section is unchanged)

SECTION 4. Chapter 10-36 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-36
ELECTRICAL CODE**

10-36.010 Adoption of the California Electrical Code.

The California Electrical Code, 2022 Edition, based on the 2020 National Electrical Code as published by the National Fire Protection Association, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Electrical Code of the City of Laguna Hills, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 5. Chapter 10-40 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-40
MECHANICAL CODE**

10-40.010 Adoption of the California Mechanical Code.

The California Mechanical Code, 2022 Edition, based on the 2021 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Mechanical Code of the City of Laguna Hills, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 6. Chapter 10-48 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-48
PLUMBING CODE**

10-48.010 Adoption of the California Plumbing Code.

The California Plumbing Code, 2022 Edition, based on the 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as

the Plumbing Code of the City of Laguna Hills, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 7. Chapter 10-52 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-52
ENERGY CODE**

10-52.010 Adoption of the California Energy Code.

The California Energy Code, 2022 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Energy Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 8. Chapter 10-60 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-60
HISTORICAL BUILDING CODE**

10-60.010 Adoption of the California Historical Building Code.

The California Historical Building Code, 2022 Edition, as published by the International Code Council is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills Historical Building Code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 9. Chapter 10-64 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-64 EXISTING BUILDING CODE

10-64.010 Adoption of the California Existing Building Code.

The California Existing Building Code, 2022 Edition, based on the 2019 International Existing Building Code as published by the International Code Council is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills Existing Building Code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 10. Chapter 10-68 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-68 GREEN BUILDING STANDARDS CODE

10-68.010 Adoption of the California Green Building Standards Code.

The California Green Building Standards Code, 2022 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Green Building Standards Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 11. Chapter 10-76 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-76 REFERENCED STANDARDS CODE

10-76.010 Adoption of the California Referenced Standards Code.

The California Referenced Standards Code, 2022 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the referenced standards code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 12. Chapter 10-80 of the Laguna Hills Municipal Code is hereby added to read as follows:

**Chapter 10-80
INTERNATIONAL PROPERTY MAINTENANCE CODE**

10-80.010 Adoption of the International Property Maintenance Code.

The 2021 International Property Maintenance Code, as published by the International Code Council, is hereby adopted and incorporated by reference, as if set forth at length herein, as the property maintenance code of the City of Laguna Hills regulating. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 13. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 14. 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 15. The City Clerk shall certify as to the adoption of this Ordinance and cause a summary thereof to be published within (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 15th day of November 2022.

DAVE WHEELER, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2022-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 25th day of October 2022, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 15th day of November 2022, by the following vote, to wit:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

JENNIFER LEE, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2022-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2022 CALIFORNIA BUILDING CODE, THE 2022 CALIFORNIA RESIDENTIAL CODE, THE 2022 CALIFORNIA ELECTRICAL CODE, THE 2022 CALIFORNIA MECHANICAL CODE, THE 2022 CALIFORNIA PLUMBING CODE, THE 2022 CALIFORNIA ENERGY CODE, THE 2022 CALIFORNIA HISTORICAL BUILDING CODE, THE 2022 CALIFORNIA EXISTING BUILDING CODE, THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND THE 2022 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; AND ADOPTING BY REFERENCE THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE

on the 3rd day of November 2022, and on the Xth day of November 2022, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 26th day of October 2022, and the Xth day of November 2022 caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

JENNIFER LEE, CITY CLERK
Laguna Hills, California

ORDINANCE NO. 2022-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 5-16 (FIRE CODE) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, AND CC, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Laguna Hills (“City”) may adopt by reference the 2022 California Fire Code, based on the International Fire Code, 2021 Edition (including appendices), published by the International Code Council (ICC), as adopted by the State of California as Title 24, Part 9, of the California Code of Regulations; and

WHEREAS, California Health & Safety Code Section 17958.5 authorizes cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic or geologic conditions; and

WHEREAS, the City desires to adopt the 2022 California Fire Code including Appendices B, BB, C, and CC, based on the International Fire Code, 2021 Edition, published by International Code Council (ICC), as set forth in Title 24, Part 9 of the California Code of Regulations (“Fire Code”) with necessary amendments to assure the Code is tailored to the particular fire protection needs of the City as required by local climatic, topographic and geologic conditions and assure that a maximum level of fire protection is provided to residents, businesses and other occupants; and

WHEREAS, on October 25, 2022, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November 15, 2022; and

WHEREAS, the City Council held a public hearing on November 15, 2022, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2022 California Building Standards Code as amended herein; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. Findings. The City Council hereby finds that the proposed amendments to the 2022 California Fire Code are reasonably necessary because of local climatic, geologic or topographic conditions, and adopts the findings provided below to support the modifications to the 2022 California Fire Code.

I. Climatic Conditions

A. Orange County is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical Conditions

A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5-minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

D. Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

2022 California Fire Code Amendment Findings Legend

CODE SECTION	TITLE (Clarification)	FINDINGS
112.4	Violation penalties	Administrative
110.4.2	Infraction & Misdemeanor	Administrative
202	General definitions	Administrative
304.1.2	OCFA Vegetation Management	I
305.6	Hazardous conditions	I & II
305.7	Disposal of rubbish	I & II
307	Open burning, recreational fires, fire pits, fire rings, and outdoor fireplaces	Administrative
307.6	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
307.6.1	Gas-fueled devices	I & II
307.6.2	Devices using wood or fuels other than natural gas or LPG	I & II
307.6.2.1	Where prohibited	I & II
324	Fuel modification requirements for new construction	I
325	Clearance of brush or vegetation growth from roadways	I
326	Unusual circumstances	Administrative
327	Use of equipment	I
327.1	Use of equipment and devices generating heat, sparks or open flames	I
324.2	Spark arresters	I
407.5	Hazardous material inventory statement	I & II
501.1	Scope	Administrative, I, II & III

510.1	Emergency responder radio coverage	Administrative
903.2	Where required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
2801.2	Permit	Administrative
2808.2	Storage site	Administrative
2808.3	Size of piles	I
2808.4	Pile separation	I
2808.7	Pile fire protection	I
2808.9	Material-handling equipment	I
2808.11	Temperature control	I
2808.11.1	Pile temperature control	I
2808.11.2	New material temperature control	I
2808.12	Water availability for piles	I
2808.13	Tipping area	I
2808.14	Emergency contact	Administrative
2808.15	Maximum Grid of Piles and Rows	I
2808.16	Push-out/Clear area	I
4903.3	Fuel modification requirements for new construction	I
5001.5.2	Hazardous materials inventory statement	Administrative
5003.1.1.1	Extremely hazardous substances	I & III
5608.2	Retail fireworks	Administrative
5608.3	Application for permit	Administrative
Chapter	Reference Standards	N/A

80		
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

SECTION 2 Chapter 5-16 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 5-16 FIRE CODE

5-16.010 Adoption of the California Fire Code

The 2022 California Fire Code, including Appendices B, BB, C, and CC, based on the International Fire Code, 2019 Edition, published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Fire Code of the City of Laguna Hills for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosions. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

5-16.020 Enforcement and inspections.

The Fire Code of the City of Laguna Hills shall be enforced by the Orange County Fire Authority, which shall be operated under the Director of Fire Services of the Orange County Fire Authority. The Director of Fire Services of the Fire Authority may detail such members of the Fire Authority as inspectors as shall be necessary from time to time.

5-16.030 Amendments to the California Fire Code.

Chapter 1, Division II – Scope and Administration is adopted in its entirety, with the following amendments:

Section 112.4, Violation penalties, is hereby revised to read as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation

of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 112.4.2, Infraction and misdemeanor, is hereby added to read as follows:

112.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Chapter 2 – Definitions is adopted in its entirety as amended by SFM with the following amendments:

Sections 202, General Definitions, is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

OCFA. Orange County Fire Authority, authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 – General Requirements is adopted in its entirety with the exception of Sections 308.1.4, 311.5 through 311.5.5, 318, and 319, and with the following amendments:

Section 304.1.2, Vegetation, is hereby revised to read as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 “Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program.”

Section 305.6, Hazardous Conditions, is hereby added to read as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. when predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. when an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7, Disposal of rubbish, is hereby added to read as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307, Open Burning, Recreational Fires and Portable Outdoor Fireplaces, is hereby revised to read as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES

Section 307.6, Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies, is hereby added to read as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1, Gas-fueled devices, is hereby added to read as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2, Devices using wood or fuels other than natural gas or liquefied-petroleum gas, is hereby added to read as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces burning wood or other solid fuel shall

be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1, Where prohibited, is hereby added to read as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324, Fuel Modification Requirements for New Construction, is hereby added to read as follows:

324 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 325, Clearance of brush or vegetation growth from roadways, is hereby added to read as follows:

325 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for

vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326, Unusual circumstances, is hereby added to read as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327, Use of equipment, is hereby added to read as follows:

327 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 327.1, Use of equipment and devices generating heat, sparks or open flames is hereby added to read as follows:

327.1 Use of equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent

to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30-foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.2, Spark arresters, is hereby added to read as follows:

327.2 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Chapter 4 – Emergency Planning and Preparedness is adopted with only those sections and subsections adopted by SFM with the following amendment.

Section 407.5, Hazardous Materials Inventory Statement, is revised to read as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall OCFA's Chemical Classification Guideline in accordance with Section 5001.5.2.

Chapter 5 – Fire Service Features is adopted in its entirety as amended by SFM with the following amendments:

Section 501.1, Scope, is revised to read as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1, Emergency responder radio coverage in new buildings, is revised to read as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
 - a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
 - b. Elevators.
 - c. Structures that meet all of the following:
 - i. Three stories or less, and
 - ii. Do not have subterranean storage or parking, and
 - iii. Do not exceed 50,000 square feet on any single story.
 - d. Structures that meet all of the following:
 - i. Residential structures four stories or less, and
 - ii. Constructed of wood, and
 - iii. Do not have subterranean storage or parking, and
 - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Chapter 6– Building Services and Systems is adopted in its entirety as amended by SFM.

Chapter 7 – Fire and Smoke Protection Features is adopted in its entirety as amended by SFM.

Chapter 8 – Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by SFM.

Chapter 9 – Fire Protection and Life Safety Systems is adopted in its entirety as amended by SFM with the following amendments:

Section 903.2, Where required, is hereby revised to read as follows:

903.2 Where required. Approved automatic fire sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2., an automatic fire sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.

1. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic fire sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
 - b. When an addition exceeds 2000 square feet, and the resulting building area exceeds 5000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8, Group R, is hereby revised to read as follows:

903.2.8 Group R. An automatic fire sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

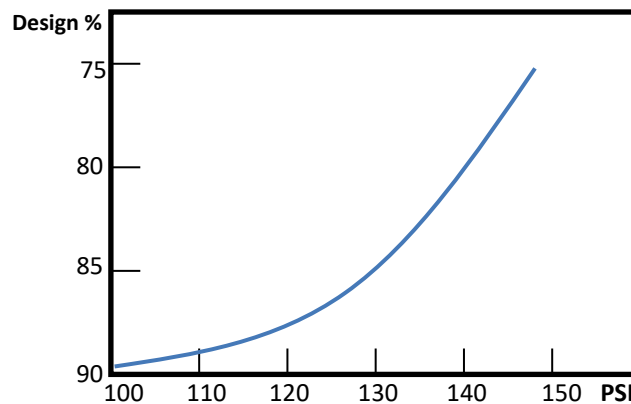
1. **New Buildings:** An automatic fire sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic fire sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When the floor area of alterations within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet; or
 - b. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Section 903.3.5.3, Hydraulically calculated systems, is hereby added to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 10 – Means of Egress is adopted in its entirety as amended by SFM.

Chapter 11 – Construction Requirements for Existing Buildings. Adopt only those sections and subsections adopted by SFM.

Chapter 12 – Energy Systems is adopted in its entirety as amended by SFM.

Chapter 20 – Aviation Facilities is adopted in its entirety.

Chapter 21 – Dry Cleaning is adopted in its entirety as amended by SFM.

Chapter 22 – Combustible Dust-Producing Operations is adopted in its entirety as amended by SFM.

Chapter 23 – Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by SFM.

Chapter 24 – Flammable Finishes is adopted in its entirety as amended by SFM.

Chapter 25 – Fruit and Crop Ripening is not adopted.

Chapter 26 – Fumigation and Insecticidal Fogging is not adopted.

Chapter 27 – Semiconductor Fabrication Facilities is adopted in its entirety.

Chapter 28 – Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2, Permit, is hereby revised to read as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2, Storage site, is hereby revised to read as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned, and approval obtained from the fire code official before transferring products to the site.

Section 2808.3, Size of piles, is hereby revised to read as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified, and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4, Pile Separation, is hereby revised to read as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7, Pile fire protection, is hereby revised to read as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9, Material-handling equipment, is hereby revised to read as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11, Temperature control, is hereby added to read as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1, Pile temperature control, is hereby added to read as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2, New material temperature control, is hereby added to read as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12, Water availability, is hereby added to read as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2-hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13, Tipping area, is hereby added to read as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20-foot-wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14, Emergency Contact, is hereby added to read as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15, Maximum Grid of Piles and Rows, is hereby added to read as follows:

2808.15 Maximum Grid of Piles and Rows, Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

2808.16, Push-out / Clear area, is hereby added as follows:

2808.16 Push-out / Clear Area, Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building.

Chapter 29 – Manufacture of Organic Coatings is adopted in its entirety.

Chapter 30 – Industrial Ovens is adopted in its entirety.

Chapter 31 – Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by SFM.

Chapter 32 – High-Piled Combustible Storage is adopted in its entirety as amended by SFM.

Chapter 33 – Fire Safety During

Chapter 34 – Tire Rebuilding and Tire Storage is adopted in its entirety as amended by SFM.

Chapter 35 – Welding and Other Hot Work is adopted in its entirety.

Chapter 36 – Marinas is adopted in its entirety.

Chapter 37 – Combustible Fibers is adopted in its entirety.

Chapter 39 – Processing and Extraction Facilities is adopted in its entirety.

Chapter 40 – Storage of Distilled Spirits and Wines is adopted in its entirety.

Chapter 48 – Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

Chapter 49 – Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendment:

Section 4903.3, Fuel Modification Plans, is hereby added to read as follows:

4903.3 Fuel Modification Plans. Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

Chapter 50 – Hazardous Materials – General Provisions is adopted in its entirety as amended by SFM with the following amendments.

Section 5001.5.2, Hazardous Materials Inventory Statement (HMIS), is hereby revised to read as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include. Orange County Fire Authority’s—Chemical Classification Guideline, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

Section 5003.1.1.1, Extremely Hazardous Substances, is hereby added to read as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51 – Aerosols is adopted in its entirety.

Chapter 53 – Compressed Gases is adopted in its entirety.

Chapter 54 – Corrosive materials is adopted in its entirety as amended by SFM.

Chapter 55 – Cryogenic Fluids is adopted in its entirety.

Chapter 56 – Explosives and Fireworks is adopted in its entirety as amended by SFM with the following amendments:

Section 5608.2, Firing, is hereby added to read as follows:

5608.2 Firing. All fireworks display, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3, Application for Permit, is hereby added to read as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57 – Flammable and Combustible Liquids. is adopted as amended by SFM.

Chapter 58 – Flammable Gases and Flammable Cryogenic Fluids is adopted as amended by SFM.

Chapter 59 – Flammable Solids is adopted in its entirety.

Chapter 60 – Highly Toxic and Toxic Materials is adopted in its entirety.

Chapter 61 – Liquefied Petroleum Gases is adopted in its entirety.

Chapter 62 – Organic Peroxides is adopted in its entirety.

Chapter 63 – Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Chapter 64 – Pyrophoric Materials is adopted in its entirety.

Chapter 65 – Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

Chapter 66 – Unstable (Reactive) Materials is adopted in its entirety.

Chapter 67 – Water-Reactive Solids and Liquids is adopted in its entirety.

Chapter 80 – Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2022 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised to read as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire

code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised to read as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised to read as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

NFPA 13D 2022 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems is hereby amended to read as follows:

Section 7.3.1.1 is hereby deleted in its entirety.

NFPA 24, 2019 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended to read as follows:

Section 6.2.8.1 is hereby added to read as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby amended to read as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

1. A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added to read as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added to read as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby added to read as follows:

10.4.3.2. Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Appendices

Appendix A is deleted in its entirety.

Appendix B is adopted in its entirety.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety.

Appendix CC is adopted in its entirety.

Appendix D is deleted in its entirety.

Appendix E is deleted in its entirety.

Appendix F is deleted in its entirety.

Appendix G is deleted in its entirety.

Appendix H is deleted in its entirety.

Appendix I is deleted in its entirety.

Appendix J is deleted in its entirety.

Appendix K is deleted in its entirety.

Appendix L is deleted in its entirety.

Appendix M is deleted in its entirety.

Appendix N is deleted in its entirety.

Appendix O is deleted in its entirety.

SECTION 3. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and cause a summary thereof to be published within (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 15th day of November 2022.

DAVE WHEELER, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2022-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 25th day of October 2022, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 15th day of November 2022, by the following vote, to wit:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

JENNIFER LEE, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2022-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 5-16 (FIRE CODE) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, AND CC, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

on the 3rd day of October 2022, and on the X day of November 2022, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 26th day of October 2022, and the Xth day of November 2022 caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

JENNIFER LEE, CITY CLERK
Laguna Hills, California

EXHIBIT "A"

Guideline B-01

Fire Master Plans for Commercial & Residential Development

Orange County Fire Authority
Community Risk Reduction

1 Fire Authority Road, Building A, Irvine, CA 92602 www.ocfa.org 714-573-6100

Fire Master Plans for Commercial & Residential Development



Guideline B-01

Serving the Cities of Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods
Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano
Seal Beach • Santa Ana • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

Fire Master Plans for Commercial & Residential Development

TABLE OF CONTENTS

TABLE OF CONTENTS	2
PURPOSE.....	3
SCOPE.....	3
HOW TO USE THIS GUIDELINE.....	3
SECTION 1: SUBMITTAL REQUIREMENTS	3
SECTION 2: FIRE LANES	4
SECTION 3: FIRE LANE IDENTIFICATION	9
SECTION 4: PREMISES IDENTIFICATION	14
SECTION 5: HYDRANT AND WATER AVAILABILITY REQUIREMENTS	15
SECTION 6: ACCESS TO STRUCTURES	19
ATTACHMENTS	24
Attachment 1 - Fire Master Plan Submittal Checklist.....	24
Attachment 2 – CVC, Fire Lane Parking Violations	25
Attachment 3 – Hydrant Quantity and Spacing in OCFA Jurisdiction	26
Attachment 4 – Minimum Required Fire Flow and Flow Duration.....	27
Attachment 5 – Definitions.....	28
Attachment 6 - Apparatus Data for Swept Path Analysis.....	29
APPENDIX A - ACCESS DURING CONSTRUCTION	30
APPENDIX B – GATES AND BARRIERS.....	33
APPENDIX B, ATTACHMENT 1 - OCFA Notes for Electric Vehicle Gates	39
APPENDIX C - RESIDENTIAL AND TRACT DEVELOPMENTS	40
APPENDIX C, ATTACHMENT 1 – Residential Site Plan Checklist.....	44
APPENDIX C, ATTACHMENT 2 - Sample Parking Enforcement Letter.....	45

Fire Master Plans for Commercial & Residential Development

PURPOSE

The effectiveness of emergency response and firefighting operations is directly related to the proper installation and maintenance of fire access roadways, proper location of hydrants, adequate water supply, and access to buildings and facilities. This document is a general guideline pertaining to the creation and maintenance of fire department access roadways, access walkways to and around buildings, and hydrant quantity and placement as required by the 2022 California Fire and Building Codes (also known as CFC and CBC, respectively) and as amended by local ordinance.

SCOPE

This guideline applies to fire apparatus access roads which provide access to new, reconstructed, relocated residential or commercial structures, developments, and facilities.

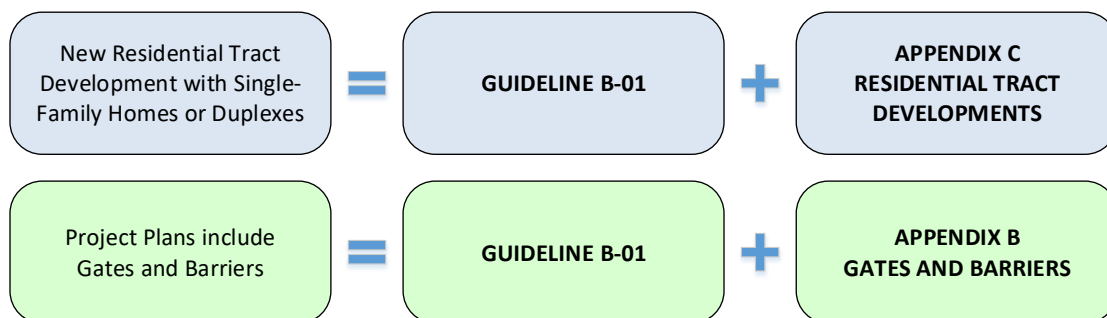
Note: In addition to the requirements of OCFA Guideline B-01, for buildings and facilities located within State Responsibility Area (SRA) or the Very High Fire Hazard Severity Zones (VHFHSZ) in the Local Responsibility Area (LRA), refer to California Code of Regulations (CCR) Title 14 from CA Board of Forestry & Fire Protection site: <https://bof.fire.ca.gov/>.

HOW TO USE THIS GUIDELINE

The guideline consists of two main parts: Guideline B-01 and a series of lettered appendices: Appendix A, B, and C. The first part, Guideline B-01, provides instructions on how to prepare and submit a generic Fire Master Plan. The second part, the appendices to Guideline B-01, contain additional information that may be applicable based on the type of project submission.

To prepare a Fire Master Plan, provide the information and comply with the requirements in both B-01 and all pertinent appendices.

Example:



SECTION 1: SUBMITTAL REQUIREMENTS

- 1. Universal Submittal Requirements** - Refer to Guideline A-02 from OCFA Planning and Development website (www.ocfa.org). Complete the Fire Master Plan Submittal Checklist (Attachment 1) and verify that basic project information has been provided and that general access and water requirements have been addressed on the plan.

SECTION 2: FIRE LANES

2. **Fire Lanes** - On-site private fire lanes shall be provided for every facility or building when any portion of an exterior wall of the first story is located more than 150 feet from a public roadway, as measured along an approved route. Extenuating circumstances, increased hazards, and additional fire safety features may affect these requirements.

- 2.1. **Loading** – Fire lanes shall be designed, constructed, and maintained to provide all-weather driving capabilities and support the imposed load of 94,000-pound fire apparatus with weight distributed as follows:

- No more than 32,000-pounds per axle.
- Bridges and underground vaults, culverts, and other features beneath fire access roadways shall be designed, at a minimum, to the AASHTO H-17 standard.
- A letter or statement, signed by a registered engineer, shall be provided on the plans certifying that any new roadway meets these loading and all-weather criteria. Natural or artificial turf products, and road base without an approved topping material does not satisfy the all-weather requirement and may not be approved.

- 2.2. **Number Required** - One fire lane is required if any portion of an exterior wall of the first story of a building is located more than 150 feet from a fire lane. The hose pull distance is to be measured by an approved route around the exterior of the building.

EXCEPTION: Hose-pull distance to the most remote exterior portion of a detached single-family home or duplex or related accessory structure (e.g., pool house, casita, garage, workshop, barn, etc.) may be up to 300 feet when protected throughout by a fire sprinkler system or as approved by the fire code official.

EXCEPTION: When approved by the fire code official, this distance may be increased up to 300 feet for open parking garages that comply with the following:

The structure is protected throughout with an NFPA 13 sprinkler system, or the structure meets the below requirements:

- Two stairways, both directly accessible from the exterior.
- Both stairways provide direct access to all tiers of the parking structure.
- Both stairways are equipped with Class I Wet Standpipe Outlets at each floor or intermediate landing.
- Access to both stairways is within 40-feet walking distance from a fire lane.
- The stairways are sufficiently separated from each other and located in a manner that facilitates firefighting operations within the structure, as determined by the fire code official.

- 2.2.1. More than one fire lane is required when access to a single road may be insufficient due to the following: terrain, location, travel distance, potential fire, life-safety hazards, vehicle congestion, railways, weather condition that may impair single-entry point, or other factors that could limit access. Supplementary access points shall be located to facilitate evacuation and emergency operations and minimize congestion or obstruction during an emergency incident. At least two of

the access points shall be separated by a distance of at least one-half of the longest dimension, as measured between the two points of the development that are furthest from one another, when any of the following conditions exist.

- A minimum of two vehicle access points is required for any area containing 150 or more residential dwelling units, including new and existing dwelling units.
- A minimum of two vehicle access points is required for any multi-family residential structure containing 200 or more dwelling units. Each entry point shall provide access to at least one of two (or more) required vehicle laddering areas. Laddering areas shall be remotely located on at least two sides of the structure in locations that facilitate fire department access to the roof as well as interior firefighting.
- A secondary access point is required for commercial projects with a cumulative building area of more than 124,000 square feet.

2.3. **Location** - For purposes of determining the suitability of public roads and private roads for staging fire apparatus and facilitating fire suppression operations for a particular structure, the following criteria shall apply:

2.3.1. The edge of fire access roadways serving two and three-story buildings should be located no closer than 10 to 30 feet from the building. The edge of fire lanes serving structures four or more stories in height shall be located between 20 to 40 feet from the building. The setback is measured from the face of the building to the top edge of the curb face or rolled curb flow line nearest the building. The distance and the amount of fire lane serving the structure that is required to meet these criteria are a function of overall building height, construction, presence of openings, and other potential hazards and considerations.

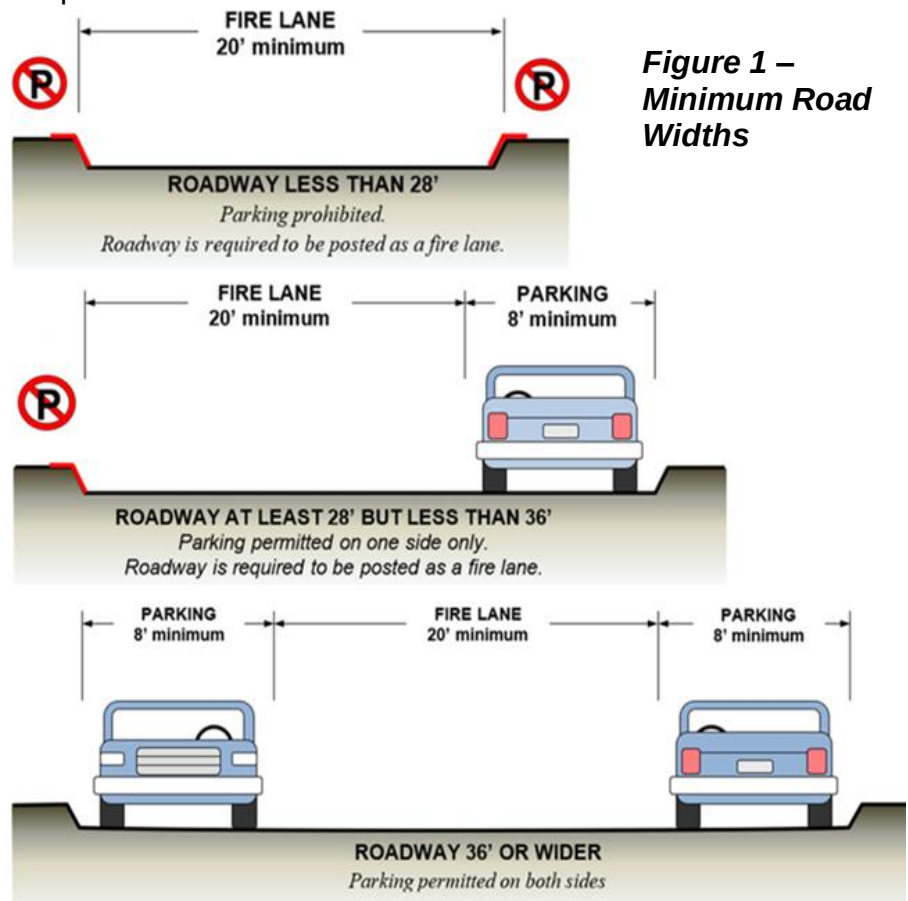
2.3.1.1. Fire lanes serving buildings that are over 30' high as measured from grade to the roof parapet or eave shall be provided, at a minimum, along the longest façade of the building, or along at least two remote sides of the building, or in another manner approved by the fire code official that optimizes firefighter access to the roof.

2.3.1.2. For location of access roads serving high-rise structures, see Guideline H-01.

2.3.2. To ensure that vehicular traffic from dead-end fire lanes serving buildings greater than 30-feet in height, is always maintained, staging areas at least 25-feet wide, and 60-feet long with a 25-ft taper on each end (for 110-feet total length) shall be provided along the roadway to permit fire apparatus to pass ladder trucks that have the outriggers extended. Consideration should be given to the length of the roadway, roof and building design, obstructions to laddering, and other operational factors in determining the number, location, and configuration of such staging areas.

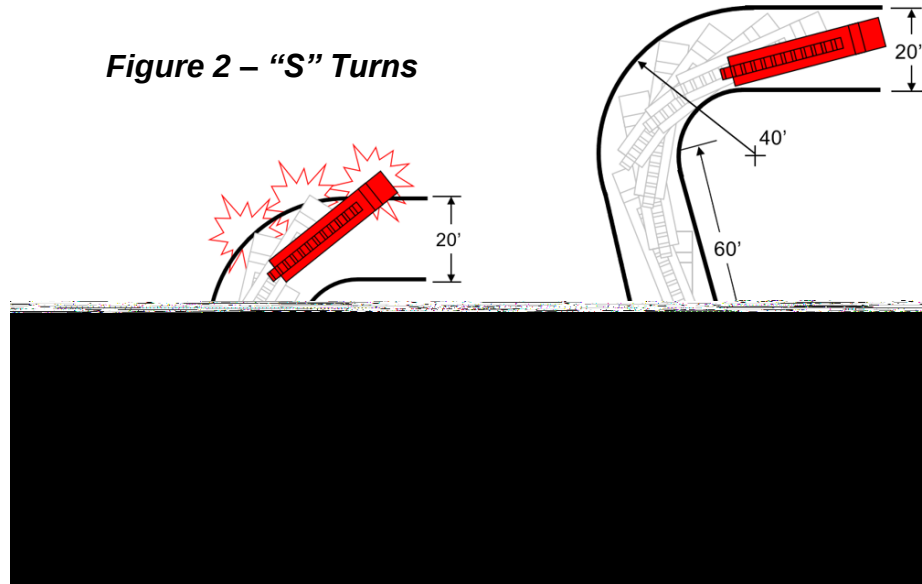
2.3.3. A fire lane may be an on-site private fire lane or a public road with a projected average daily trip (ADT) count below 30,000, or as approved by the Fire Code Official. Contact the city or County Traffic Engineer's office or Public Works Department for ADT information.

- 2.3.4. A fire lane on an adjacent property may only be considered as a fire lane for the project property if an emergency access easement has been granted by the adjacent property owner ("GRANTOR") to the benefit of the city or county ("GRANTEE") for the purpose of emergency access to the project property and recorded by the Orange County Clerk-Recorder Department. Evidence of the recorded easement may need to be provided to OCFA.
- 2.4. **Width** – The minimum width of a fire lane is 20 feet. If a center median is included, the required width shall be provided on both sides of the median.
- 2.5. **Parking Restrictions**
 - No parking is permitted along fire lanes that are narrower than 28 feet in width (Figure 1). Width is measured from top face of curb to top face of curb for standard vertical curbs or flow line to flow line for rolled, ramped, or other curb types. Parking on one side is permitted on a fire lane that is at least 28-feet in width. Parking on two sides is permitted on a roadway 36-feet or more in width.
- 2.6. **Vertical Clearance** - Fire lanes shall have an unobstructed vertical clearance of not less than 13-feet 6-inches. If trees are located adjacent to the fire lanes, place a note on the plans stating that all vegetation overhanging the fire lane shall be maintained to provide a clear height of 13-feet, 6-inches at all times (Appendix B, Figure B1).
- 2.7. **Grade** - The grade for fire lanes shall not exceed 10%. When all structures served by the fire lane are protected by automatic fire sprinkler systems, the grade may be increased to a maximum of 15% for approved sections of roadway where fire apparatus may drive but will not likely stopped during an emergency. The cross-slope of fire lanes shall not be greater than 2%.

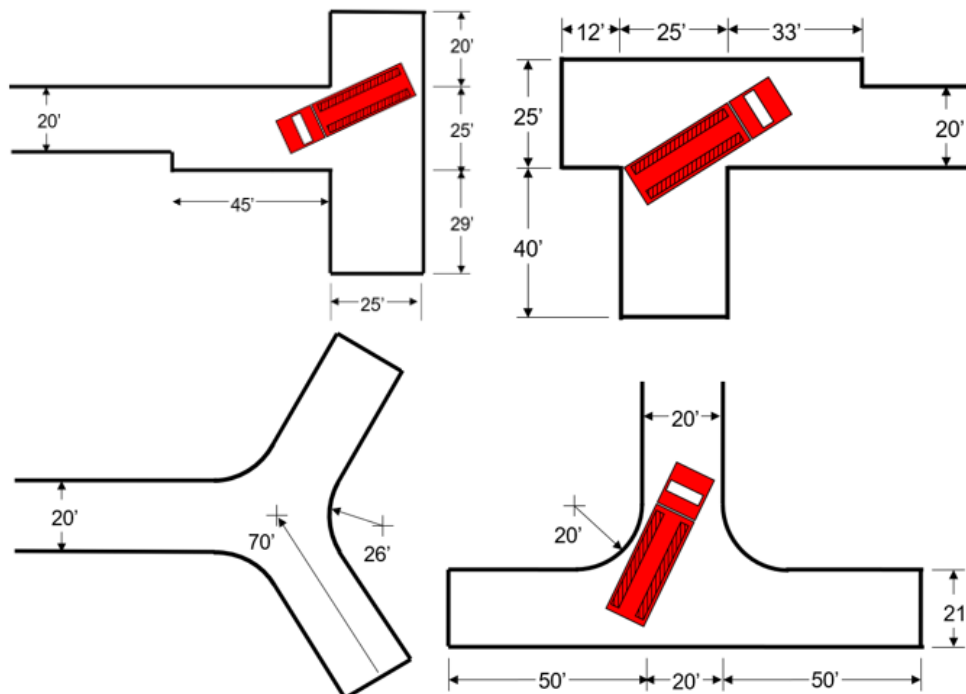


- 2.8. **Turning Radii** - The inside turning radius for a fire lane shall be 20 feet. The outside turning radius for an fire lane shall be 40 feet or greater. A 60-foot straight section of roadway must be provided between a turn in one direction and another turn in the opposite direction (Figure 2). For additional requirements related to minimum turning radii, please refer to CCR Title 14.

Figure 2 – “S” Turns



- 2.9. **Dead-ends** - Dead-end roadways more than 150 feet shall be designed and constructed with approved hammerheads or turnarounds (Figure 3, Figure C1 in Appendix C). Turnarounds shall meet the turning radius requirements identified above. The minimum cul-de-sac radius is 40 feet with no parking allowed. The maximum length of a cul-de-sac or other dead-end road without mid-way turnarounds or other mitigating features is 800 feet.



- 2.10. **Bridges** - When a bridge is required as part of a fire lane, the driveable surface shall be a minimum of 20' in width and the bridge shall be designed and constructed at a minimum to AASHTO H-17 standards to accommodate a total weight of 94,000 pounds.
- 2.11. **Median breaks** - Where medians or raised islands are proposed that prevent emergency apparatus from crossing over into opposing traffic lanes, breaks or pass-throughs may be required. The location and design specifications for the pass-throughs shall be coordinated with the city/county public works or engineering department.
- 2.12. **Continuity of Fire Lanes** – Where roadways serving structures are not required fire lanes but may still appear to be usable by fire apparatus, they shall be designed to the applicable fire lane criteria. This shall include, but not be limited to, adequate turning radii and turnarounds necessary to prevent fire apparatus entrapment or undue delays.

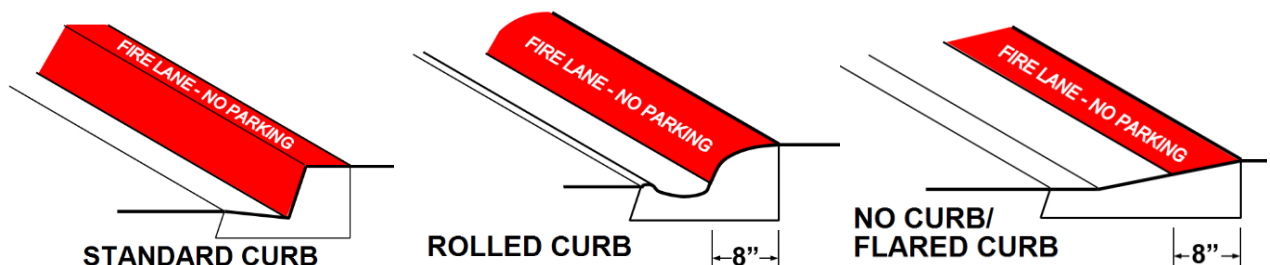
SECTION 3: FIRE LANE IDENTIFICATION

3. **Fire Lane Identification** - Fire Lane identification is required to maintain the required width of fire lanes for emergency vehicle use. Unlawful use of fire lanes will be enforced by the local law enforcement agency in accordance with the California Vehicle Code (CVC) on public roadways. Enforcement of fire lane no-parking restrictions on private roadways is the responsibility of the property owner, HOA, or their designated agent (Attachment 2).

3.1. **Sign and Curb Marking options** – Areas designated as a fire lane require an acceptable method of marking that shall be approved prior to installation. Select either option 3.1.1. OR option 3.1.2. below.

3.1.1. Specific areas designated by the OCFA as fire lanes must be marked with red curbs meeting the specifications below (Figure 4). In addition, where the number of entrances into the area marked with fire lanes is limited, all such vehicle entrances to the designated area shall be posted with approved fire lane entrance signs.

Figure 4 – Fire Lane Identification, Red Curbs



- Curbs shall be painted OSHA safety red.
- “FIRE LANE – NO PARKING” shall be painted on top of curb in 3” white lettering at a spacing of 30’ on center or portion thereof.

3.1.2. “Fire Lane – No Parking” signs (Figure 5) meeting the appropriate specifications shall be posted immediately adjacent to each designated fire lane and at intervals not to exceed 50 feet, unless otherwise approved by the fire code official. In areas where fire lane parking restrictions are enforced by the California Highway Patrol, “NO STOPPING - FIRE LANE” signs meeting Caltrans standards shall be used. In addition, where the number of entrances into the area marked with fire lanes is limited, all such vehicle entrances to the designated area shall be posted with approved fire lane entrance signs (Figure 6).

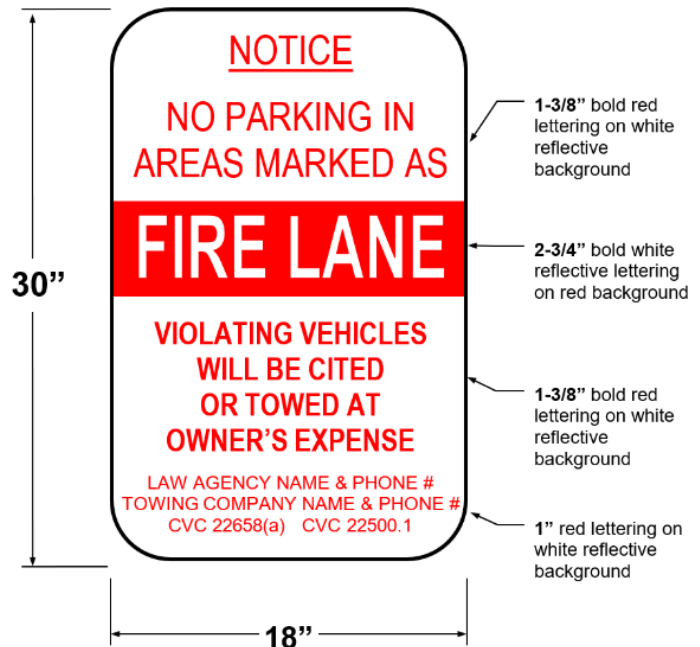
Figure 5 – Fire Lane No Parking Signs



3.2. Fire Lane Entrance Signs - Fire lane entrance signs must meet the following specifications:

- Fire lane entrance signs are to be used only at vehicle entry points to areas that contain "Fire Lane – No Parking" signs or red curbs.
- The sign shall be posted at all vehicle entrances to areas marked with either red curbs or fire lane "No Parking" signs. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area.
- Signs shall be installed per OCFA mounting specifications for fire lane signs.

Figure 6 – Fire Lane Entrance Signs



3.3. Towing Company Information -

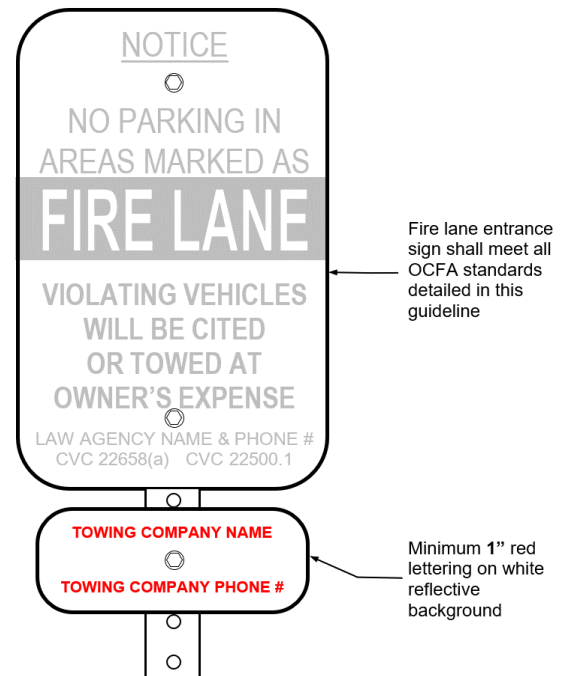
Towing company contact information is required for all properties with a standing written agreement for services with a towing company per the California Vehicle Code. To facilitate periodic changes in towing company contracts, the towing company contact information may be posted on a separate sign mounted directly below the fire lane entrance sign instead of on the entrance sign itself (Figure 7). The method of attachment to the post shall not obscure the wording on either sign.

3.4. Alternative "Fire Lane – No Parking" -

Alternative "Fire Lane – No Parking" signs may be allowed with approval from the fire code official. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per OCFA mounting specifications for fire lane signs.

Note: All alternative signs must be approved through the OCFA and by the city/County engineer and/or policy agency, as applicable. In areas where fire lane parking restrictions are enforced by the California Highway Patrol, "NO STOPPING – FIRE LANE" signs meeting Caltrans standards shall be used.

Figure 7 – Alternate Location of Towing Company Information



- 3.4.1. “Fire Lane – No Parking Beyond This Point Except in Designated Stalls” sign may be approved for use in limited areas up to 100-feet in length, such as motor courts or dead-end roads, when permitted by the Fire Code Official. Where parking stalls are not present, sign may omit “except in designated stalls” and sign height may be reduced to 18”. The specifications for the rest of the sign shall match the standard fire lane no parking signs (Figure 8).

Figure 8 – Specifications for Alternative Fire Lane No Parking Signs

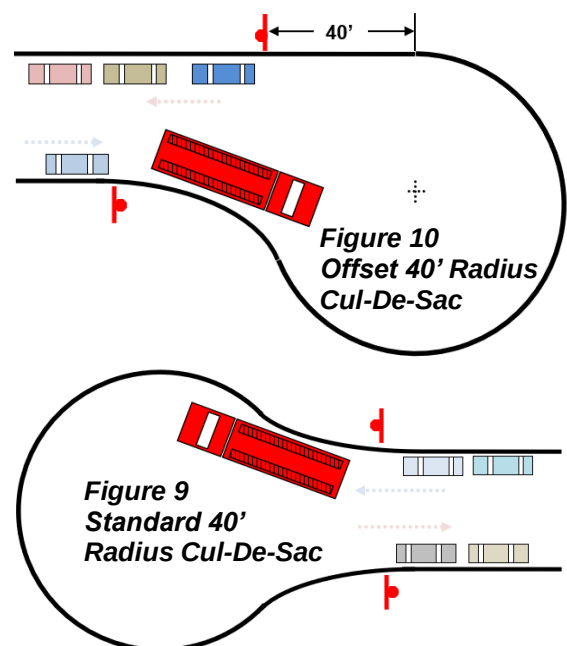


- 3.4.2. “Fire Lane – No Parking in Cul-De-Sac” signs may be approved for use on the right side of a roadway. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area.

For a standard cul-de-sac, the “begin” and “end” signs shall be located at the point where the street begins to widen into the bulb (Figure 9).

A cul-de-sac with an offset radius shall have signs located at the point where the street begins to widen into the bulbs and at a point 40’ from where the cul-de-sac and street are tangent (Figure 10).

Additionally, a minimum 2” red lettering on white reflective background must be provided for the “BEGIN” sign at entry into cul-de-sac and “END” sign when leaving cul-de-sac.



“BEGIN” or “END” sign may be omitted where cul-de-sac is the continuation of a no parking zone on streets less than 36' wide (Figure 11).

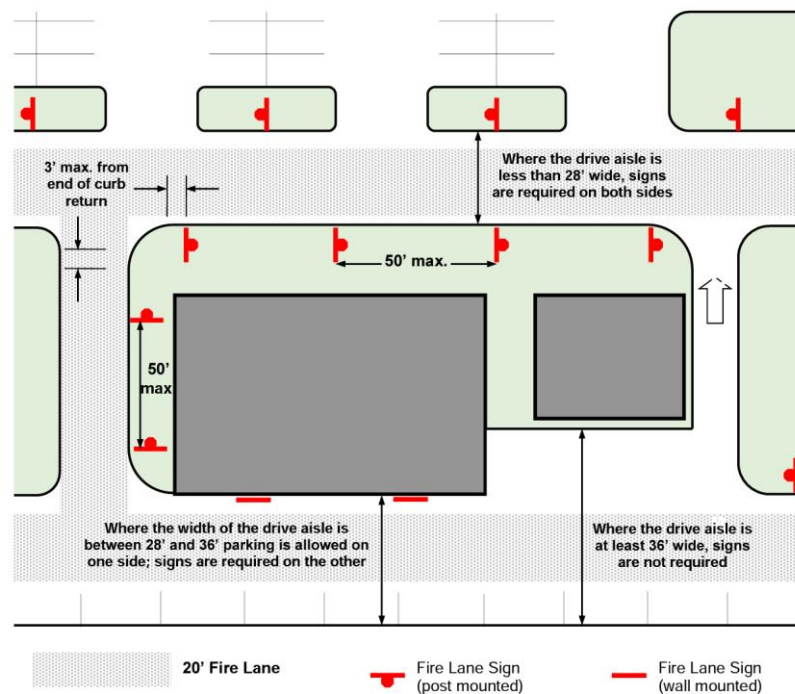
- 3.5. **Fire Lane No Parking Sign Locations** - Signs are required within 3' at the end of the curb return at the beginning of each “block” along the fire lane and spaced a maximum of 50' along the entire designated lane (Figure 12).

A sign shall be located within a reasonable distance of the end of each block as necessary to clearly identify the extend of the no parking zone. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per OCFA mounting specifications. Where signposts are not practical, signs may be mounted on a wall or fence and are allowed to be oriented parallel to the length of the fire lane. OCFA inspectors will determine if additional signs or sign locations are required.

Figure 11 – Specifications for Cul-de-Sac Fire Lane No Parking Signs

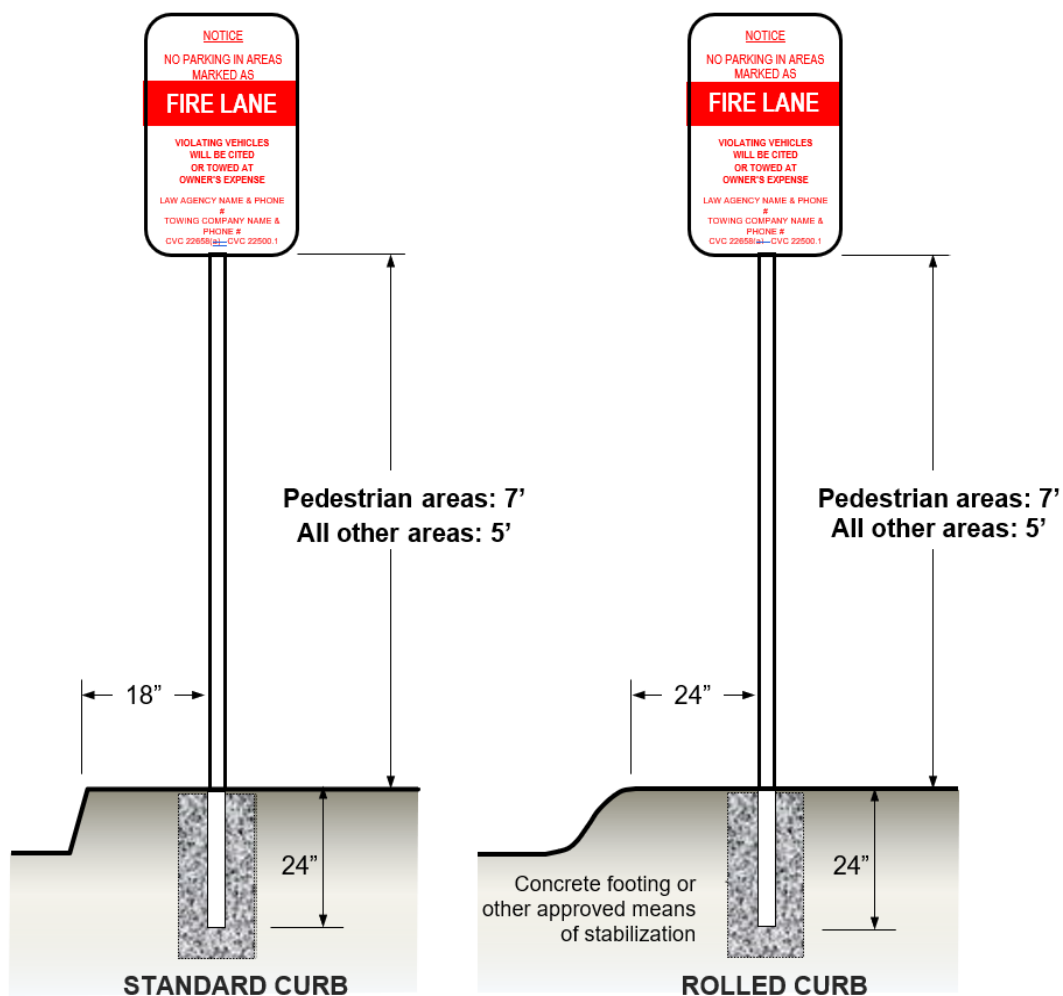


Figure 12 – Fire Lane No Parking Sign Locations



- 3.6. **Mounting Specifications for Fire Lane Entrance and No Parking Signs** - Signs shall be mounted facing the direction of vehicular travel. They may be mounted on existing posts or buildings where the centerline of the sign is no more than 24" from the edge of the roadway. The sign post depth of bury shall be a minimum of 24" and rebar, a concrete footing, or another method to prevent removal is recommended (Figure 13). Footings for signs located in the public right-of-way shall be per the local jurisdiction's requirements.

Figure 13 – Mounting Specifications for Fire Lane Entrance and No Parking Signs



SECTION 4: PREMISES IDENTIFICATION

4. **Premises Identification** - Approved numbers or letters shall be placed on the front elevation of all new and existing buildings in such a position that is plainly visible and legible from the street or the road to which the property is addressed. Addresses shall not be located where there is potential of being obstructed by signs, awnings, vegetation, or other building/site elements. Where only a single building with a single street address is present (and no other structures are accessible from the fire lane serving that structure), an address monument at the vehicle entrance or other location clearly visible and legible from the public road may be provided in lieu of an address on the building.
 - 4.1. The numbers shall contrast with their background. In SRA and in LRA VHFHSZ, addresses for residential buildings shall be reflectorized per CCR Title 14.
 - 4.2. The address characters shall be a minimum of 4 inches in height for single-family residential structures/duplexes, or individual unit numbers in multi-family residential structures. The 4-inch numbers shall have a ½-inch stroke, or as required by local ordinance, whichever is more restrictive. Building setbacks, elevation, and landscaping can affect these minimum size requirements.
 - 4.3. The address characters shall be a minimum of 6 inches in height for commercial structures, or the primary building address or address range posted on multi-family residential structures. The 6-inch numbers shall have a one-inch stroke, or as required by local ordinance, whichever is more restrictive. Building setbacks, elevation, and landscaping can affect these minimum size requirements.
 - 4.4. Address numbers may be required to be internally or externally illuminated by the local jurisdiction's security code. While not required by the OCFA, illumination of addresses is recommended to facilitate rapid location of a site or building.
 - 4.5. Where it is unclear as to which street a building is addressed to (e.g., a building is accessed only from a street other than the one it is addressed to; multiple main entrances to the site, or building itself, front different streets), the name of the street shall also be identified as part of the posted address.
 - 4.6. Multi-Unit Buildings - Suite/apartment numbers shall be placed on or adjacent to the primary entrance for each suite/apartment and any other door providing access to fire department personnel during an emergency. Multiple residential and commercial units having entrance doors not visible from the street or road shall, in addition, have approved numbers grouped for all units within each structure and positioned to be plainly visible from the street or road.
 - 4.7. Multi-Building Clusters - Approved numbers or addresses shall be placed on the front elevation(s) of all buildings that form the cluster. If all building addresses are not clearly visible or legible from the public road serving the structures, an address monument shall also be provided at the entry point(s) to the site indicating the range of addresses accessible from that entrance.

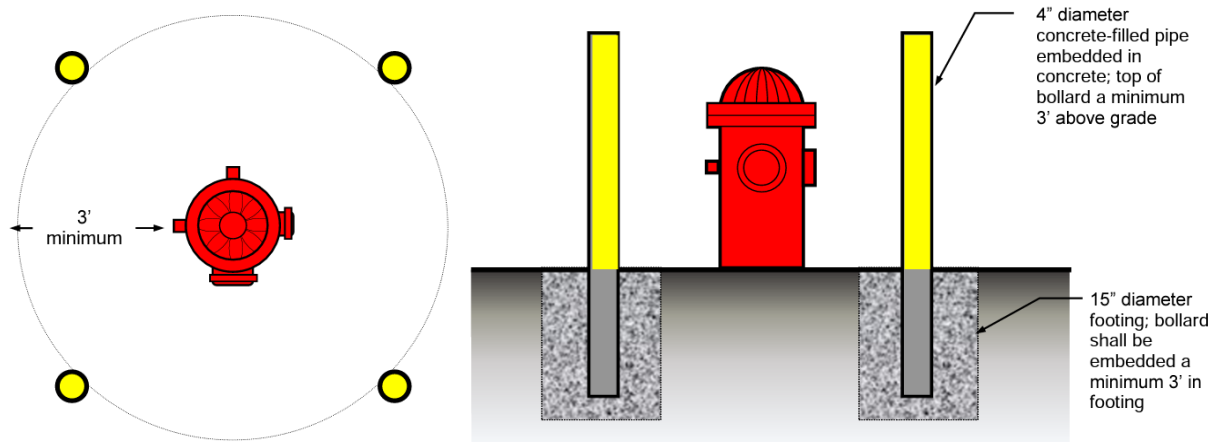
SECTION 5: HYDRANT AND WATER AVAILABILITY REQUIREMENTS

5. **Hydrant and Water Availability Requirements** - Applicants must provide documentation that hydrants are provided in the quantity and spacing described in the Hydrant Quantity and Spacing in OCFA Jurisdiction table (Attachment 3). They must also show that the hydrant is capable of delivering the amount of water required in the Minimum Required Fire Flow and Flow Duration for Buildings in OCFA Jurisdiction table (Attachment 4). The quantity and spacing of hydrants are governed by the fire flow required for the structure(s) served. The required fire flow is dependent upon the size of the structure, type of construction, and whether the building is equipped with fire sprinklers. This information must be shown clearly on the plans to assist in the determination of the fire flow requirement.
- 5.1. **Water Availability** – To facilitate the review process and avoid untimely delays in project approval, applicants are strongly encouraged to arrange a hydrant flow test with the local water department prior to submitting plans to the OCFA if the project includes a new structure or increase in the floor area of an existing structure. Water availability information may not be required to be submitted for every project, and plans may be submitted with a hydrant flow test pending, but the applicant should understand that project approval may be delayed if it is determined during review that this information is required. If the project requires evaluation of the available fire flow, it will not be approved without a completed OCFA Water Availability form or equivalent data sheets from a water district. Water availability information must not be older than six months.
- 5.1.1. Obtain a Water Availability form from OCFA Planning & Development Services Section.
- 5.1.2. Fill out the project and building information in the first section of the Water Availability form. Care should be taken when determining the applicable fire area for the project. As stated above, fire flow is dependent on several factors, so the largest building or group of structures is not necessarily the most demanding in terms of fire flow.
- 5.1.3. Determine the required fire flow from Minimum Required Fire Flow and Flow Duration for Buildings in OCFA Jurisdiction (Attachment 4), as applicable. A 50% reduction in fire flow (but not duration) may be taken when the fire-flow calculation area consists only of buildings equipped with an approved automatic fire sprinkler system. If you are unsure of how to calculate the fire flow requirement for your project, you may email or fax the form to the OCFA, and we will determine the fire flow for you.
- 5.1.4. Contact the local water company to request a hydrant flow test or fire flow modeling calculation and have a representative of the water company complete and sign the last section on the form. In some cases, the water company may allow or require a qualified third party to perform the flow test for you.
- In newly developed areas without water infrastructure, the water department may issue a “will-serve” letter indicating the expected fire flow and duration of water that will be delivered once the water system is installed and operational.

- If multiple hydrants are located within the maximum distance allowed in Hydrant Quantity and Spacing in OCFA Jurisdiction (Attachment 4). The amount of water available from each hydrant may be combined, provided that the hydrants are flowed simultaneously.
- 5.1.5. It is the applicant's responsibility to ensure that the following information is provided at a minimum on either the water company's test data sheet and/or the OCFA Water Availability form:
- Static pressure and residual pressure in PSI and observed flow in GPM; or
 - Calculated flow in GPM at 20 PSI
- 5.1.6. Scan or photocopy the completed form or data sheets onto your plans or include the original with your plan submittal.
- 5.1.7. Please ensure that the fire area, building size, construction type, and flow data are complete and accurate. Errors or omissions in this information may result in plans having to be resubmitted or fire flow testing to be redone.
- 5.2. **Fire-Flow Calculation Area** - The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in the following two conditions:
- Portions of buildings which are separated by fire walls without openings, constructed in accordance with the California Building Code are allowed to be considered as separate fire-flow calculation areas.
 - The fire-flow calculation area of buildings constructed of Type IA and Type IB construction shall be the area of the three largest successive floors. *CFC Appendix B Section B104*
- 5.3. **Hydrant Location** - Hydrants shall be provided along the length of the fire access roadway in the quantities and up to the maximum distances prescribed in Hydrant Quantity and Spacing in OCFA Jurisdiction table (Attachment 3).
- 5.3.1. Hydrants must be located within three feet of the edge of a fire lane and cannot be located in areas where it may be visually or operationally obstructed (behind fences, walls, in bushes, behind parking spaces, etc.). Clearance shall be provided to a distance no less than three feet from the perimeter of the hydrant. Hydrants located in landscapes areas may require a 4'x4' concrete pad and the OCFA inspector will ensure that vegetation does not encroach on this clear space.
- 5.3.2. The hydrant outlets must face the fire lane. In areas where the outlets cannot face the fire lane (e.g., the hydrant is located on a landscape peninsula or island in a parking lot; the hydrant has three outlets, etc.), the 4" outlet(s) shall take precedence.
- 5.3.3. The hydrant shall be located at least 40-feet from the building it serves. Where it is impractical to locate the hydrant 40-feet from adjacent structures, additional hydrants may be provided, or the hydrant may be located closer if nearby walls do not contain openings and the hydrant is not in a location where it may be rendered inoperable due to damage from collapsed walls, debris, or excessive heat.

- 5.3.4. Hydrants shall be located so that a hose line running between the hydrant and the fire department connection(s) (FDCs) served by that hydrant does not cross driveways, obstruct roads or fire lanes, or otherwise interfere with emergency vehicle response and evacuation of a site.
- 5.3.5. Hydrants and fire department connections shall not be located behind parking stalls or in other locations where they are likely to be blocked by vehicles or other objects. Whenever possible, hydrants shall be placed at street and drive aisle intersections in preference to mid-block locations. Where on-street parking is allowed, hydrants should be placed in the shortest parkways between adjacent driveways, at corners and chokers where parking is not normally allowed, and in similar areas where impact to space available for parking and the potential for hydrants to be obstructed is minimized.
- 5.3.6. Hydrants and fire department connections should not be located where apparatus staged at these locations would then encroach on minimum fire apparatus turning radii unless alternative routes are available. Hydrants shall not be placed in the “bulb” end of a cul-de-sac where apparatus staged at the hydrant would prevent the cul-de-sac from being used as a turnaround.
- 5.4. **Protection of Hydrants** - Hydrants in locations that are exposed or susceptible to potential damage from vehicular collision need to be protected by curbs and/or bollards (Figure 14).

Figure 14 - Protection of Hydrants



Protection of Hydrants, Detector Checks, Fire Department Connections, Post Indicator Valves, and other Similar Devices.

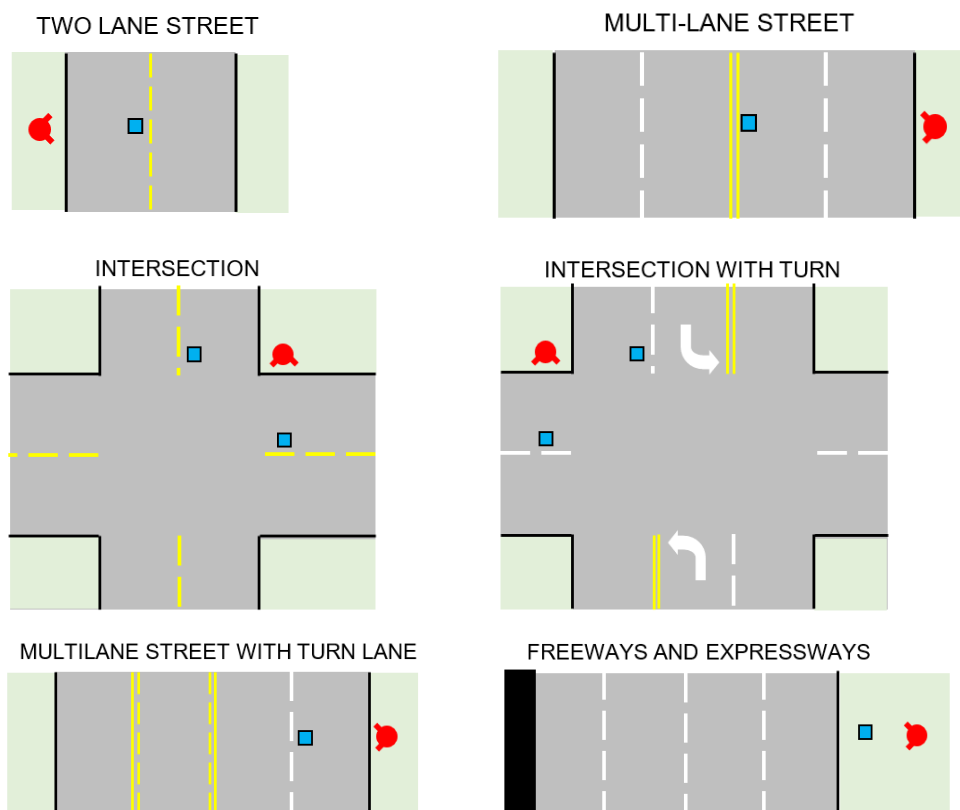
- 5.4.1. If vehicles can approach the hydrant from more than one direction, the hydrant shall be protected by four bollards of concrete-filled pipe four inches in diameter and mounted in concrete in a square around the hydrant. The bollards need to be spaced a minimum of three feet from the perimeter of the hydrant. The bollards must be placed so that their location does not impede access to or use of the hydrant. Two bollards may protect hydrants that can be approached from only one side.

- 5.4.2. Hydrants may not require protection by bollards if they are located such that the potential for collision is minimal or if they are sufficiently protected by a standard concrete curb of at least six inches in height.

5.5. Hydrant Markers and Color

- 5.5.1. Blue reflective pavement markers (“blue dots”) shall be used to identify fire hydrant locations (Figure 15). Blue reflective markers used for any other purpose should be removed. The developer may contact the local water company to arrange the installation of the blue dot/hydrant marker. If the water agency does not participate in the blue dot program, the developer is still responsible to install the dots in an approved manner.

Figure 15 - “Blue Dot” Reflective Hydrant Marker Location



- 5.5.2. Two-way streets and roads – Markers shall be placed six inches from the edge of the painted centerline or from the approximate center of streets without a painted centerline on the side nearest the hydrant.
- 5.5.3. Streets with left turn lanes at the intersection – Markers shall be placed six inches from the edge of the painted white line on the side nearest the hydrant.
- 5.5.4. Streets with continuous two-way left turn lanes – Markers shall be placed six inches from the edge of the painted yellow line on the side nearest the fire hydrant.
- 5.5.5. Hydrant Color – Private hydrants (hydrants separated from the city main by and located downstream from a backflow prevention device) shall be painted OSHA safety red.

SECTION 6: ACCESS TO STRUCTURES

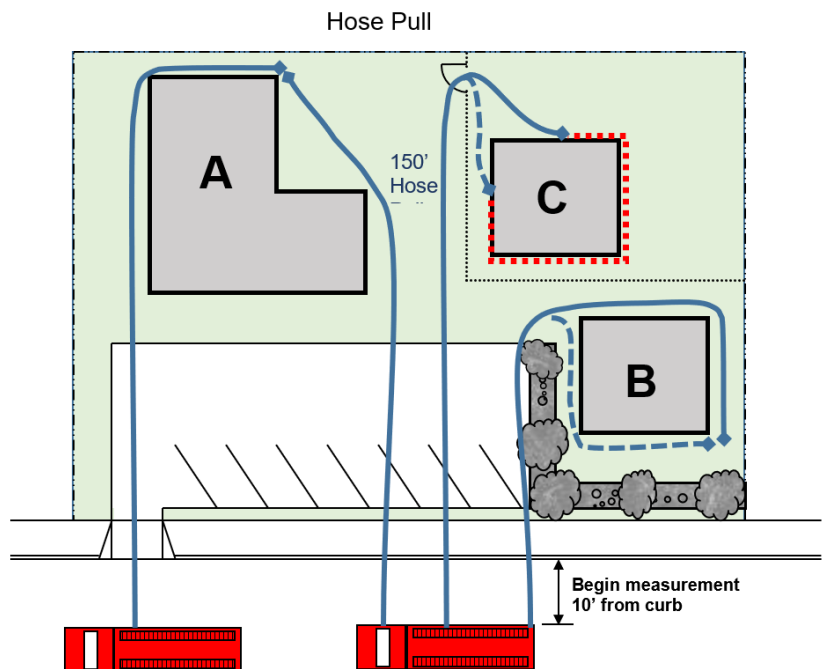
6. Access to Structures

- 6.1. Hose pull – The dimension of 150-feet in relation to fire department access is commonly referred to as “hose pull distance”. As the name implies, this is the maximum distance that Firefighters can effectively pull a fire hose or carry other equipment to combat a fire. The hose pull distance is set at 150 feet due to a variety of factor, including standard hose lengths, weight of equipment, hydraulic properties, and accepted operational procedures (Figure 16).

Figure 16 – Hose Pull

For the hose pull example below, assume that the parking lot is not accessible to fire apparatus due to turning radii and fire lane widths less than the required minimums.

- *Building A – All portions of the buildings are within 150 feet of the public road as measured along the path of firefighter travel. This building is in access.*
- *Building B – The building is in access despite the obstruction presented by the planter and hedges due to its proximity to the road.*
- *Building C – The building is out of access; the presence of a chain-link fence forces firefighters to backtrack once they pass through the gate, increasing their travel distance to the dashed part of the perimeter beyond 150'. On-site fire access roadways and/or a change in the location of the gate would be necessary to provide access to Building “C”.*



- 6.1.1. Hose pull is measured along a path that simulates the route a Firefighter may take to access all portions of the exterior of a structure from the nearest public road or fire lane. Under most circumstances, hose pull will not be a straight-line distance and should not be measured “as the crow flies”.
- 6.1.2. All obstructions, such as fences, planters, vegetation, and other structures must be considered when determining whether a building is accessible from a particular location on the fire lane. Topography may also affect the potential access route and any significant changes in elevation must be accounted for when measuring hose pull distances.

- 6.2. **Access walkways** – CFC 504.1 provides for the installation of approved access walkways from fire access roadways to exterior openings required by either the CBC or CFC. The OCFA may require the construction of such walkways depending upon particular site conditions or project parameters. These conditions include, but are not limited to, building use or occupancy, topography, vegetation, and surface conditions. Design professionals must carefully consider these issues when developing a project site. When required:
- 6.2.1. Access walkways must be provided to all required egress doors from a building, all firefighter access doorways in buildings with high-piled storage, and the area beneath each rescue window, at a minimum. Access walkways will typically be required around the entire perimeter of a structure to facilitate control of a fire through any other available openings.
 - 6.2.2. Access walkways must be a minimum of five feet in width.
 - 6.2.3. Access walkways shall consist of a surface that lends itself to safe use during building evacuation, firefighting, and rescue efforts.
 - 6.2.4. Where elevation change is present, indicate the grade as a percentage on the plans.
 - 6.2.5. The type of material provided for the access walkway and/or other specifications shall be indicated on the fire master plan and are subject to approval by the OCFA.
- 6.3. **Access to Interior Courtyards** - Firefighter access and water supply as described below shall be provided for interior courtyards of R-occupancy buildings and buildings of other occupancies where the main entry to a suite is accessed via the courtyard.
- 6.3.1. Number of Access Routes
 - A minimum of two means of access via “firefighter tunnels” shall be provided between each courtyard and the fire lane. A single tunnel may be allowed for smaller courtyards, as determined by the fire code official.
 - A tunnel interconnecting courtyards may suffice as a second means of access, provided that each courtyard so connected has at least one other tunnel leading directly to a fire lane.
 - 6.3.2. Design of Firefighter Tunnels
 - The outer entrance to the tunnel shall front on a fire lane.
 - Tunnels shall be a minimum 10 feet wide, and when possible, at least 10 feet tall (but no less than 8 feet).
 - Doorways and gate openings in the path of firefighter travel to, through, and from the tunnel shall provide a minimum 44-inch clear width.
 - Where the tunnel intersects with corridors or other interior spaces, doors shall be provided to separate the tunnel from those spaces in a manner that provides an uninterrupted path of travel through the tunnel, from one end to the other.
 - At least 1 tunnel shall provide a straight path of travel between the fire lane and the courtyard to ensure access by a firefighter’s 35’ ladder.

- Landscape and hardscape features such as trees, shrubs, light poles, raised planters, walls, fences, and gates near the openings to the tunnel shall not hinder or delay movement of firefighters carrying a ladder.
- Where there is an elevation change between the fire lane and courtyard, code-compliant ramps or stairs with a minimum clear width of 44" between handrails shall be provided. Only straight-run stairs shall be provided, no stair returns are allowed along the path of firefighter travel.

6.3.3. Tunnel Construction

- Tunnels shall be separated from adjacent construction by minimum 2 hour fire barriers and 2 hour ceiling/floor assemblies.
- Interior door openings into the tunnel may be equipped with mag-holds, but other doorstops are not allowed.
- Wall and ceiling finishes within the tunnel shall be non-combustible. Where allowed by CBC/CFC Chapter 8, floors may be carpeted.

6.3.4. Use of Firefighter tunnels – Tunnels are permitted to be used for other purposes provided that the use does not obstruct the clear path required or otherwise interfere with use of the tunnel for emergency purposes. Combustible furnishings and fixtures within the tunnel shall be kept to a minimum, and such items shall be fixed in place. Where the tunnel is also an exit component of the egress system (e.g., exit enclosure, passageway, exit stair, horizontal exit) or functions as an egress court per CBC 1029.1, no other non-emergency use shall be allowed within the tunnel.

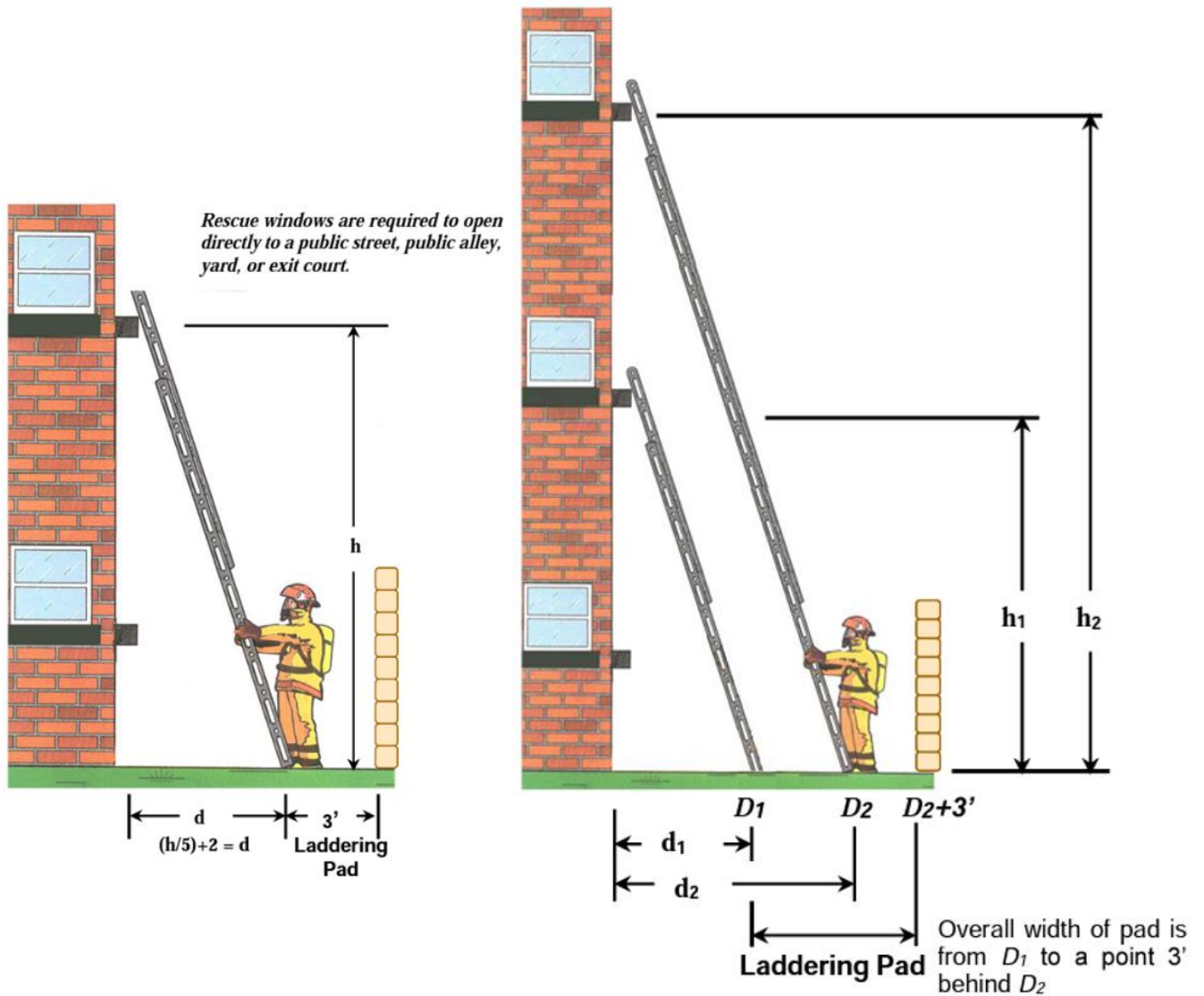
6.3.5. Courtyard Standpipes

- At least one standpipe outlet shall be provided in the courtyard when hose-pull from fire apparatus in the fire lane to any portion of the inner façade within the courtyard exceeds 200'.
- If standpipes are required, outlet(s) shall be provided within the firefighter tunnel at the opening of the firefighter tunnel(s) into the courtyard and at other approved locations as required by the fire code official. The hose-pull to all portions of the courtyard shall be less than 150-feet as measured from the standpipe outlet.
- The system shall be designed to not send a waterflow signal.
- The standpipe may be wall mounted or standalone. If standalone, it shall be located no more than 18" from the edge of a primary walkway in the courtyard in a position where it is immediately visible and accessible to firefighters. Access to and use of standpipes shall not be hindered by planter walls, vegetation, or other features; 18" clearance shall be provided on all sides.

6.4. **Rescue Openings** - Group-R occupancies that are required by CBC 1031.1 to have rescue openings shall have a walkable path free of obstructions between the fire lane and each rescue opening.

- 6.4.1. An approved access walkway must be provided to enable firefighters to easily and safely reach a clear, flat space beneath each rescue opening. Obstructions including but not limited to shrubs, trees, trellises, carports, raised planters, walls, fences, pools, steeply sloped roofs, overhangs, vegetation, and similar building and site elements shall not impede the use of or access to the walkway or rescue opening.
- 6.4.2. Walkways may consist of hardscape, decomposed granite, grass, or other similar walkable material that does not inhibit access to or use of the area.
- 6.4.3. Trees that encroach on walkways shall provide a minimum 7-foot clearance underneath to allow unhindered passage by firefighters, however, trees and shrubs shall not encroach on areas outside the rescue opening.
- 6.5. **Laddering Pad and Setback at Rescue Openings of Group R-1, R-2, and R-2.1 Occupancies** - A clear, flat space for laddering rescue openings shall be provided beneath each rescue opening. The distance between the nearest edge of this laddering pad and the structure is based on standardized operational procedures and safe practice to achieve a proper laddering angle (next page, Figure 17). The plan provided must demonstrate that the vegetation (at fully-grown sizes), buildings, and site features will not obstruct the access walkways or laddering operations. It is incumbent upon the developer, architect, landscape architect, and facility maintenance personnel to collaborate on a design and plant palette that complies with these requirements through the *life of the building*.
- 6.5.1. Proper laddering angle calculation: $d = (h/5) + 2$
- Where **h** = The height of the window sill or balcony railing
- d** = The distance in feet from the edge of the pad nearest the building to a point on the ground directly beneath the rescue window sill or balcony edge.
- 6.5.2. Dimensions for placement of ladders:

Placement of Ladders					
Sill Height (h)	Distance (d)	Sill Height (h)	Distance (d)	Sill Height (h)	Distance (d)
35'	9'-0"	25'	7'-0"	15'	5'-0"
34'	8'-10"	24'	6'-10"	14'	4' to 5'
33'	8'-7"	23'	6'-7"	13'	4' to 5'
32'	8'-5"	22'	6'-5"	12'	3' to 5'
31'	8'-2"	21'	6'-2"	11'	3' to 4'
30'	8'-0"	20'	6'-0"	10'	2' to 4'
29'	7'-10"	19'	5'-10"	9'	2' to 4'
28'	7'-7"	18'	5'-7"	8'	2' to 3'
27'	7'-5"	17'	5'-5"	7'	1' to 3'
26'	7'-2"	16'	5'-2"	<7'	1' to 2'

Figure 17 - Ladder Pad Setback at Rescue Openings

ATTACHMENTS

Attachment 1 - Fire Master Plan Submittal Checklist

PROJECT INFORMATION

Scope of project is clearly defined on the plan?	☐ Yes
Conditional Use Permit conditions included with submittal?	☐ Yes ☐ N/A (CUP was not required by city/county)
Tract/Tentative Tract/Parcel Map Number has been provided?	☐ Yes
Standard OCFA fire master plan notes are included?	☐ Yes (Notes are tailored to this project, where applicable)
Building area, construction, occupancy, sprinkler type noted on plan?	☐ Yes
Allowable area calculation provided on plan?	☐ Yes ☐ No (<6,000 sf unsprinklered; <18,000 w/ sprink.)
Sheets not relevant to fire master plan removed from plan set?	☐ Yes
Access/hydrant phasing plan provided?	☐ Yes ☐ N/A (No phasing of access/hydrant installation)

WATER AND HYDRANTS

Water availability form completed and provided?	☐ Yes ☐ No (in progress) ☐ No (no change in demand)
All hydrants within 350' of the site are shown on plan?	☐ Yes
Are hydrants provided/spaced per Guideline B-01, Attachment 3?	☐ Yes

ACCESS AND ROADWAYS

Extent of the access roadway is clearly shown on the plan?	☐ Yes
Turning radii and width (incl. road sections) shown on the plan?	☐ Yes
Exterior of all structures within 150' hose pull distance?	☐ Yes ☐ No (AM&M proposed) ☐ No (sprinklered R-3)
Engineer's certification provided for new paving?	☐ Yes ☐ N/A (No new paving)
Walkable surface provided to required openings?	☐ Yes
Road and walkway grades >10% shown on plan?	☐ Yes ☐ N/A (Grade <10%)

FIRE LANE IDENTIFICATION

Red curbs are identified on plan with bold, dashed, or red lines?	☐ Yes ☐ N/A ("Fire Lane—No Parking" signs provided)
Location of each "Fire Lane—No Parking" sign shown?	☐ Yes ☐ N/A (Red curbs provided)
Fire lane entrance sign provided at each vehicle entrance?	☐ Yes ☐ N/A (All roads at least 36 feet wide)
Drawings of red curbs/"No Parking"/entrance signs provided?	☐ Yes ☐ N/A (All roads at least 36 feet wide)

GATES AND OBSTRUCTIONS

Are all gates, fences, and planters shown?	☐ Yes
Are vehicle gates identified as manual or electric?	☐ Yes ☐ N/A (No gates proposed)
Gate operator specs showing emergency operation provided?	☐ Yes ☐ N/A (No electric gates proposed)
Manual vehicle gates have "No Parking" sign noted?	☐ Yes ☐ N/A (No manual gates proposed)
Knox boxes/locks/switches are noted on plans?	☐ Yes ☐ N/A (No gates proposed)
OCFA gate notes/specifications included on plan?	☐ Yes ☐ N/A (No gates proposed)

OTHER REQUIREMENTS

AM&M request letter scanned onto plan?	☐ Yes ☐ N/A (No alternate methods proposed)
Premises ID/address monument location shown on plan?	☐ Yes ☐ N/A (Single family homes)
Trash enclosures are located at least 5' from buildings?	☐ Yes ☐ No (Enclosures are existing or sprinklered)
Two entry points provided for 150 or more residences?	☐ Yes ☐ N/A (Non-residential project)
Buildings >75' to highest occupiable floor called out?	☐ Yes ☐ N/A (No high-rise structures)
Parking enforcement letter provided?	☐ Yes ☐ N/A (Public streets only)
Project located in methane zone(s) (portions of Yorba Linda, Buena Park, Seal Beach, San Clemente, and Unincorporated Orange County)?	☐ Yes ☐ No

NOTE: This is only a listing of basic fire master plan submittal requirements. Other information or requirements may be necessary, depending on conditions specific to each project.

Attachment 2 – CVC, Fire Lane Parking Violations

The California Fire Code (CFC) and California Vehicle Code (CVC) specify rules of the road for stopping, standing, and parking in fire lanes or near fire hydrants.

- A. Section 22500.1 states that no person shall stop, park, or leave standing any vehicle whether attended or unattended, in any location designated as a fire lane by the Fire Authority except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or official traffic control device. Vehicles illegally parked in a fire lane may be towed per CVC 22953(b).
- B. There shall be no parking of any vehicles other than fire department vehicles within 15 feet of either side of a fire hydrant in accordance with CVC 22514(c). Such vehicles may be towed per CVC 22651(e).
- C. CVC 22658(a) permits the owner or person in lawful possession of any private property, subsequent to notifying local law enforcement, to cause the removal of a vehicle parked on such property to the nearest public garage, if a sign is displayed in plain view at all entrances to the property specifying:
 - 1. The ordinance prohibiting public parking, a notation indicating that vehicles will be removed at the owner's expense, and the telephone number of the local traffic law enforcement agency, or;
 - 2. The lot or parcel upon which the vehicle is parked has a single-family dwelling.
- D. CFC 503.4 states that the required width of a fire apparatus access road shall not be obstructed in any manner, including parking of vehicles. Minimum required widths and clearances shall be maintained at all times.
- E. CFC 507.5.4 states that vehicles and other obstructions shall not be placed or kept near fire hydrants, fire department inlet connections or fire-protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire-protection equipment or hydrants.

Attachment 3 – Hydrant Quantity and Spacing in OCFA Jurisdiction**SINGLE FAMILY RESIDENCES/DUPLEXES/TOWNHOUSES with SPRINKLERS**

Flow Requirement	Minimum Number of Hydrants	Maximum Distance to a Hydrant		Maximum Distance between Hydrants ¹		Average Distance between Hydrants ¹	
		Thru road	Dead-end	Thru road	Dead-end	Thru road	Dead-end
500 - 1750	1	300	250	600	500	600	500
1751+	Use the table below						

ALL OTHER STRUCTURES

Flow Requirement	Minimum Number of Hydrants	Maximum Distance to a Hydrant		Maximum Distance between Hydrants ^{1,2}		Average Distance between Hydrants ^{1,2}	
		Thru road	Dead-end	Thru road	Dead-end	Thru road	Dead-end
1000 - 1750	1	250	200	500	400	500	400
1751 - 2250	2	225	175	450	350	450	350
2251 - 2500	3	225	175	450	350	450	350
2501 - 3000	3	225	175	450	350	400	300
3001 - 4000	4	210	160	420	320	350	250
4001 - 5000	5	180	130	360	260	300	200
5001 - 5500	6	180	130	360	260	300	200
5501 - 6000	6	150	100	300	200	250	150
6001 - 7000	7	150	100	300	200	250	150
7001+	1 per 1000 gpm or fraction thereof	120	70	240	140	200	100

All distances are in feet.

¹ Where streets are provided with median dividers which cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.

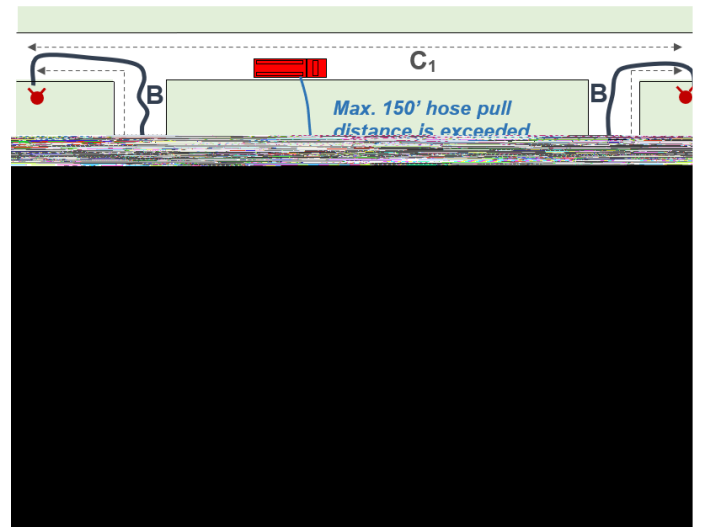
² Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.

A: HOSE PULL – In the diagram, firefighters would be able to reach the entire perimeter of the building by pulling no more than 150' of hose from one or more fire engines staged in the shaded portion of the fire lane; the unshaded roadway has a hose pull distance greater than 150' and would be considered “out of access” relative to this building.

B: HOSE LAY – No point along the portion of the fire lane serving the structure (the shaded road) may be farther from a hydrant than the distance specified in the table above. The hydrant may be located along portions of the fire lane that exceed the hose pull distance (unshaded roadway) provided that it is:

1. On the same property,
2. On an adjacent property where an emergency access easement has been obtained, or
3. On a public road leading to the fire lane serving the property.

C: HYDRANT SPACING – Hydrants located on portions of the fire lane that do not serve the building (unshaded road) do not need to be evaluated for spacing relative to each other, only with respect to hydrants that do serve the structure. Example: C1 may exceed hydrant spacing requires. However, C2 and C3 cannot. “Average spacing” from the table above shall be maintained to prevent multiple hydrants from being concentrated in only one portion of the fire lane.



Attachment 4 – Minimum Required Fire Flow and Flow Duration

FIRE FLOW CALCULATION AREA (square feet)					DETACHED SINGLE-FAMILY RESIDENCE/DUPLEX			OTHER BUILDINGS		
					FIRE FLOW (gallons per minute at 20 psi residual)		DURATION (hours)	FIRE FLOW (gallons per minute at 20 psi residual)		DURATI (hours)
Type IA/IB	Type IIA/IIIA	Type IV/VA	Type IIB/IIIB	Type VB	NS	S		NS	S	
0-22700	0-12700	0-8200	0-5900	0-3600	1000	500	1	1500	1500	2
22701-30200	12701-17000	8201-10900	5901-7900	3601-4800	1750	875	NS: 2 S: 1	1750	1500	
30201-38700	17001-21800	10901-12900	7901-9800	4801-6200	2000	1000		2000	1500	
38701-48300	21801-24200	12901-17400	9801-12600	6201-7700	2250	1125		2250	1500	
48301-59000	24201-33200	17401-21300	12601-15400	7701-9400	2500	1250		2500	1500	
59001-70900	33201-39700	21301-25500	15401-18400	9401-11300	2750	1375		2750	1500	
70901-83700	39701-47100	25501-30100	18401-21800	11301-13400	3000	1500	NS: 3 S: 1	3000	1500	3
83701-97700	47101-54900	30101-35200	21801-25900	13401-15600	3250	1625		3250	1625	
97701-112700	54901-63400	35201-40600	25901-29300	15601-18000	3500	1750		3500	1750	
112701-128700	63401-72400	40601-46400	29301-33500	18001-20600	3750	1875		3750	1875	
128701-145900	72401-82100	46401-52500	33501-37900	20601-23300	4000	2000	NS: 4 S: 1	4000	2000	4
145901-164200	82101-92400	52501-59100	37901-42700	23301-26300	4250	2125		4250	2125	
164201-183400	92401-103100	59101-66000	42701-47700	26301-29300	4500	2250		4500	2250	
183401-203700	103101-114600	66001-73300	47701-53000	29301-32600	4750	2375		4750	2375	
203701-225200	114601-126700	73301-81100	53001-58600	32601-36000	5000	2500		5000	2500	
225201-247700	126701-139400	81101-89200	58601-65400	36001-39600	5250	2625		5250	2625	
247701-271200	139401-152600	89201-97700	65401-70600	39601-43400	5500	2750		5500	2750	
271201-295900	152601-166500	97701-106500	70601-77000	43401-47400	5750	2875		5750	2875	
295901+	166501+	106501-115800	77001-83700	47401-51500	6000	3000		6000	3000	
		115801-125500	83701-90600	51501-55700	6250	3125		6250	3125	
		125501-135500	90601-97900	55701-60200	6500	3250		6500	3250	
		135501-145800	97901-106800	60201-64800	6750	3375		6750	3375	
		145801-156700	106801-113200	64801-69600	7000	3500	7000	3500		
		156701-167900	113201-121300	69601-74600	7250	3625	7250	3625		
		167901-179400	121301-129600	74601-79800	7500	3750	7500	3750		
		179401-191400	129601-138300	79801-85100	7750	3875	7750	3875		
		191401+	138301+	85101+	8000	4000	8000	4000		

NS: The building is not protected throughout with an approved fire sprinkler system

S: The building is protected throughout with an approved fire sprinkler system.

Construction Types: Types of construction are based on the California Building Code

Attachment 5 – Definitions

Access Walkways - An approved walking surface leading from fire access roadways to exterior doors, the area beneath rescue windows, and other required openings in structures.

Bollards - Permanent or removable poles that are placed across a roadway for the purpose of restricting vehicular access or to protect a piece of equipment from potential vehicular damage.

Breakaway Lock - A lock that features a scored shackle that will break when struck by a hammer or other substantial object.

Fire Lane – A road or other passageway developed to allow the passage of fire apparatus which may or may not be intended for vehicular traffic other than fire apparatus.

Fire Lane Identification - Signs or curb markings that allow fire apparatus access roads to be readily recognized so that they will always remain unobstructed and available for emergency use.

Gate – A movable barrier, usually on hinges or wheels, located at an opening in a fence, wall, or other enclosure, that can be opened to allow the passage of pedestrians or vehicles, and closed to restrict passage.

Hose Pull - The distance between the fire engine and a building, represented by the amount of fire hose that firefighters must pull from the engine to reach the structure and conduct fire suppression operations. Hose pull is measured along the firefighter's path of travel from the fire lane to the building, accounting for any obstructions along that path.

Hose Lay - The distance between the fire engine and a hydrant, represented by the amount of hose laid out from the engine to supply water from the hydrant to the engine. Hose lay is measured along the engine's path of travel on a fire lane.

Hydrant Spacing – The distance between two hydrants that could supply water to fire apparatus engaged in firefighting operations. Hydrant spacing is measured along the fire lane.

Local Responsibility Area (LRA) - Land where a city/county has primary financial responsibility for the prevention and suppression of wildland fires. LRA land is generally located within city boundaries. *(Refer to CCR Title 14)*

Premises Identification – A method of recognizing and visual means (e.g., address numbers) used to readily identify a property or facility street address. It may also be used to distinguish separate buildings within a single facility or property.

Rescue Openings – An operable window, door, or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

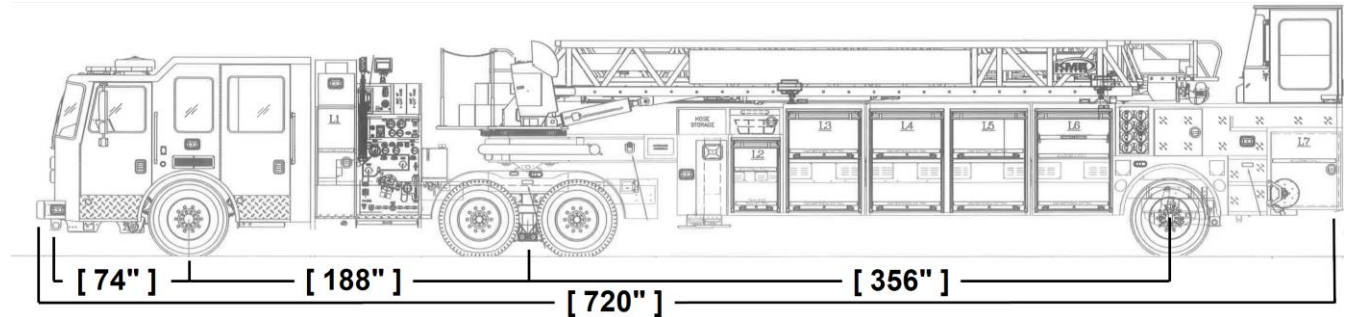
State Responsibility Area (SRA) - Land where the State of California has primary financial responsibility for the prevention and suppression of wildland fires. All SRA land is located within County unincorporated areas; SRA does not include lands within city boundaries or in federal ownership. *(Refer to CCR Title 14)*

Very High Fire Hazard Severity Zone (VHFHSZ) - A designated area in which the type and condition of vegetation, topography, fire history, and other relevant factors increase the possibility of uncontrollable wildland fire. Structures within a VHFHSZ require special construction features to protect against wildfire hazards; please consult with the local building department. *(Refer to CCR Title 14)*

Wildfire Risk Area - Land that is covered with vegetation, which is so situated or is of such an inaccessible location that a fire originating upon it would present an abnormally difficult job of suppression or would result in great or unusual damage through fire, or such areas designated by the fire code official.

Attachment 6 - Apparatus Data for Swept Path Analysis

Use the following inputs for analyzing the swept path of a “typical” OCFA fire truck. To improve maneuverability for *all* OCFA apparatus, increase the speed of apparatus navigation through tight turns, and reduce the potential for property damage and resulting delays to emergency response, projections such as light poles, sign posts, mailboxes, planter walls, and vegetation shall not be placed near the edge of the fire lane where they can obstruct or be struck by portions of the vehicle that may overhang the curb.



Weight	94,000 lbs
Width (Cab)	8.50 feet
Width (Outrigger)	15.00 feet
Height Clearance	13.50 feet

APPENDIX A - ACCESS DURING CONSTRUCTION

HOW TO USE THIS APPENDIX

This appendix contains information related to access during construction. In addition to the generic information listed in Guideline B-01, the information in this appendix must be provided with your plan for projects where access or water supply may impact emergency response during construction. **Note: This information may not stand alone and must be used in conjunction Guideline B-01.**

- A1. Access During Construction** - Access and water supply during construction shall comply with CFC Chapter 33 and the provisions listed in this section. Construction activities at job sites that do not comply with these requirements may be suspended at the discretion of the fire code official until a reasonable level of compliance is achieved.

At no time shall construction projects impair/obstruct existing fire lanes or access to the operation of an existing fire hydrant(s) serving other structures.

The developer shall provide alternative access routes, fire lanes, and other mitigation features when existing roadways or hydrants may need to be moved or altered during construction to ensure adequate fire and life-safety protection. Such alternatives and features shall be submitted to the OCFA for review and approval prior to alteration of existing conditions.

- A1.1. Lumber Drop Inspection** - An inspection shall be scheduled with an OCFA inspector to verify that access roadways, fire lanes, and operable hydrants have been provided for buildings under construction and prior to bringing combustible building materials on site.
- A1.1.1. The street address of the site shall be posted at each entrance. Projects on streets without names or street signs posted at the time of construction shall include the project name, tract number, or lot number for identification.
 - A1.1.2. Gates through construction fencing shall be equipped with a Knox padlock or breakaway lock/chain.
 - A1.1.3. When required by the OCFA inspector, fire lanes shall be posted with "Fire Lane – No Parking" signs or 'No Parking Areas' will be identified to maintain obstruction free areas during construction.
 - A1.1.4. Provisions shall be made to ensure that hydrants are not blocked by vehicles or obstructed by construction material or debris. A three-foot clear space shall be provided around the perimeter of the hydrant and no parking or similar obstructions shall be allowed along the adjacent road within 15 feet of the hydrant. Inoperable hydrants shall be bagged.
- A1.2. Temporary Fire Access Roads** - Temporary access roads (construction roads that do not match the final location and configuration of permanent roads as approved on a Fire Master Plan) and temporary hydrants may be permitted for single family residential model construction or a single detached custom home less than 5500 square feet in area with the conditions listed below. They may be allowed on a case-

by-case basis for other structures with additional requirements, as determined by the fire code official.

- A1.2.1. Plans for temporary access shall be submitted to the OCFA Planning and Development Services Section. Plans will show proposed temporary roadway locations, location of models, space dedicated to storage of construction materials, and parking for work crews and construction vehicles. The plans shall clearly state that they have been submitted for temporary access and hydrants.
- A1.2.2. Plans shall be stamped and signed by a licensed civil engineer stating that the temporary access road can support 94,000 pounds of vehicle weight in all-weather conditions. Plans will also provide manufacturer's documentation that demonstrates suitability of the material, specifically as a road stabilizer.
- A1.2.3. Parking plans will include details on how the construction site will enforce fire lanes and no parking zones.
- A1.2.4. Aboveground invasion lines are acceptable for water supply.
 - Drawings show detail how the line will be secured in place (e.g., size, depth, and interval of rebar tie-downs) and protected from vehicular damage (e.g., K-rails or bollards).
 - An invasion line may be run underground if the depth of bury can support the 94,000-pound weight of a fire apparatus.
 - The temporary water line must provide the required fire flow; calculations may be required.
 - The pipe shall be listed for fire service.
 - Fire hydrants shall consist of a minimum 6" barrel with one 2-1/2" outlet and a 4" outlet. Note this on the plan.
- A1.2.5. All other access and water requirements shall apply (e.g., width, approach clearance, premises identification, locks, gates, barriers, etc.).
- A1.2.6. The approved plan for temporary access and water supply shall be available at the construction site prior to bringing combustible building materials on-site.
- A1.2.7. An inspection by OCFA personnel is required to verify adherence to the approved plan prior to bringing combustible materials on-site.
- A1.3. **Phased Access** - Incremental installation of permanent access roadways as shown on a fire master plan may be permissible for commercial and residential developments. If phased installation is anticipated, the site superintendent or designee shall review the installation process with an OCFA inspector during the lumber drop inspection or pre-construction meeting. Depending on the complexity of the installation, size of the project, and other project-specific factors, the inspector may allow phased installation to proceed immediately or may first require that all or some of the following items are satisfied:
 - The extent of building construction.
 - Location of operable hydrants serving all buildings under construction.

- The location of construction fencing, barriers, and vehicle access gates.
 - The location of all temporary or permanent “fire lane—no parking” signs.
 - Equipment/materiel staging locations.
 - Worker parking areas.
- A1.3.1. Phasing plans shall be stamped and signed by a licensed civil engineer stating that the access road can support 94,000 pounds of vehicle weight in all-weather conditions. The final road section less the final lift of asphalt topping may be acceptable if certified by the engineer.
- A1.3.2. The phasing plan shall identify any anticipated areas where fire department access roadways may be temporarily inaccessible due to trenching, slurry coating, striping, or other construction activities after they have been installed and inspected. The plan shall indicate the anticipated period of impairment and include provisions for providing plating over trenches and alternative access routes, notification to the fire department, and/or other forms of mitigation when such roadways are impaired.
- A1.3.3. Provide a parking plan for the construction site detailing how the fire lane no parking regulations will be enforced. Include a clause stating that “the job-site superintendent is responsible for informing the work crews of parking requirements and that the entire job-site is subject to shut down by the OCFA inspector if parking is in violation of fire lane posting.”
- A1.3.4. The approved phasing plan shall be available at the construction site prior to bringing combustible building materials on-site. A lumber drop inspection by an OCFA inspector will be required prior to the commencement of each phase; additional inspection fees will be due for each phase.
- A1.3.5. All other access and water requirements shall apply (e.g., width, approach clearance, premises identification, locks, gates, barriers, etc.).

APPENDIX B – GATES AND BARRIERS

HOW TO USE THIS APPENDIX

This appendix contains information related to gates and barriers shown on the Fire Master Plan. In addition to the generic information listed in Guideline B-01, the information in this appendix must be provided with your plan if your plan incorporates gates and barriers. **Note:** This information may not stand alone and must be used in conjunction Guideline B-01.

B1. Obstructions to Emergency Vehicle Access - Existing or proposed gates and barriers crossing fire lanes must be shown on the plans. Information such as the location, type of gate (e.g., swinging, sliding), dimensions, and method of operation (manual, electric) must also be provided. Note or identify the following on the fire master plan:

B1.1. Clear Width – Gated openings for vehicle egress and ingress of vehicles shall have at least 13-feet of clear width when serving a single 13-foot-wide fire lane designed for traffic travelling in one direction and 20-feet clear for a 20-foot-wide fire lane serving traffic travelling in two directions. The vertical clearance shall not be less than 13-feet 6-inches, including landscaping and/or foliage (Figure B1 and next page, Figure B2). In SRA and LRA VHFHSZ, gate openings shall be at least two feet wider than the roadway and a minimum of 14' wide in accordance with CCR Title 14.

FIGURE B1- Fire Apparatus Access Roadway Clearance for Typical Gated Community Guard House

Fire lane width reductions detailed below are applicable only to the area immediately adjacent to the guard house or gate. Roads leading up to and beyond the guard house or gate shall meet standard fire lane width requirements prescribed in Section 2.5 of this guideline.

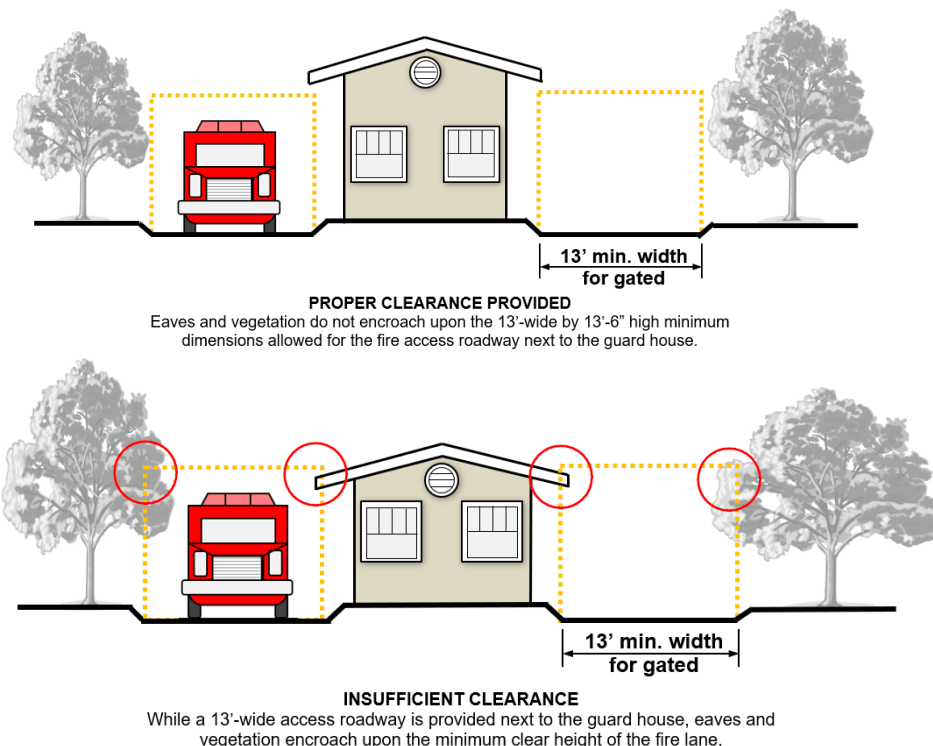
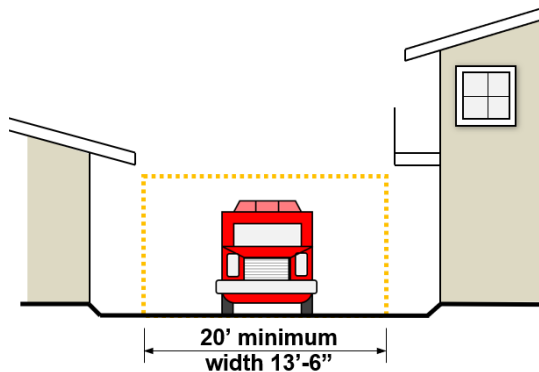
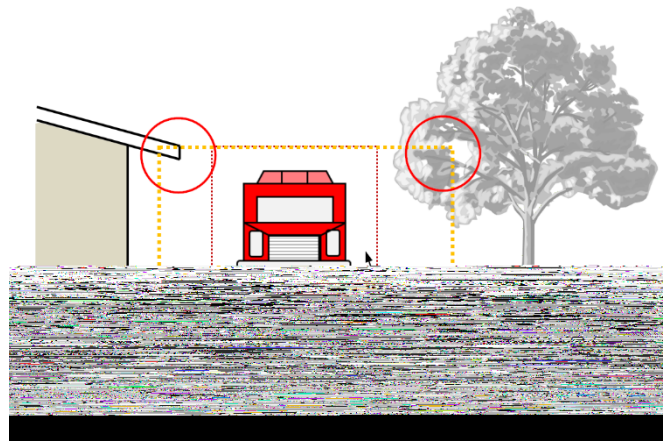


Figure B2– Fire Apparatus Access Roadway Clearance**PROPER CLEARANCE PROVIDED**

Eaves, balconies, and other obstructions do not encroach upon the 20' wide by 13'-6" high fire access roadway envelope. As projections over the fire lane can interfere with firefighting and rescue operations, such obstructions shall be limited.



B1.2. Turning Radii – The inside turning radius shall be at least 20-feet with an outside radius of 40-feet or greater for both the exterior and the interior approach to the gate.

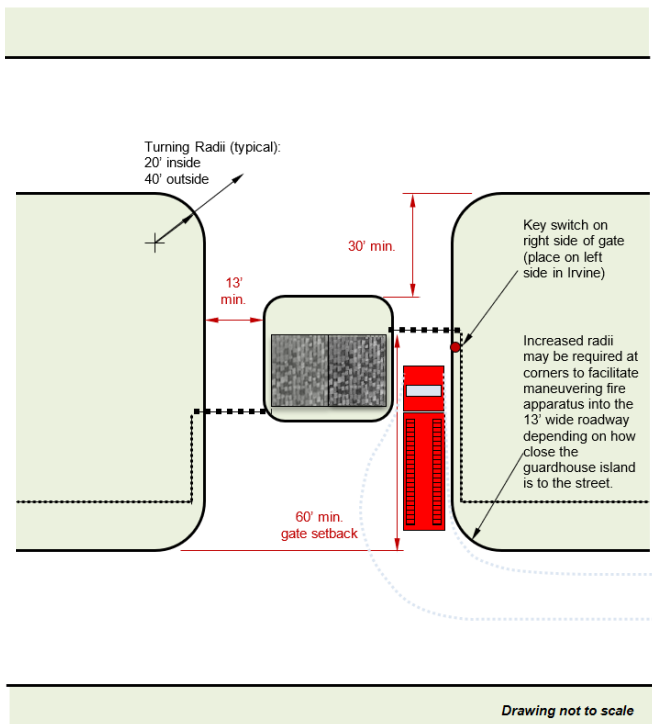
B1.3. Setbacks from the Street – Gates and barriers shall be located a minimum of 60-feet from any street with average daily trip (ADT) greater than 30,000 (Figure B3). A private driveway serving only one single-family residence is exempt from this requirement. In SRA and in LRA VHFHSZ, all setbacks shall be a minimum of 30 feet per CCR Title 14.

B1.4. Setbacks from First Interior Turn – A 30-foot minimum setback is required from a gate to the first turn.

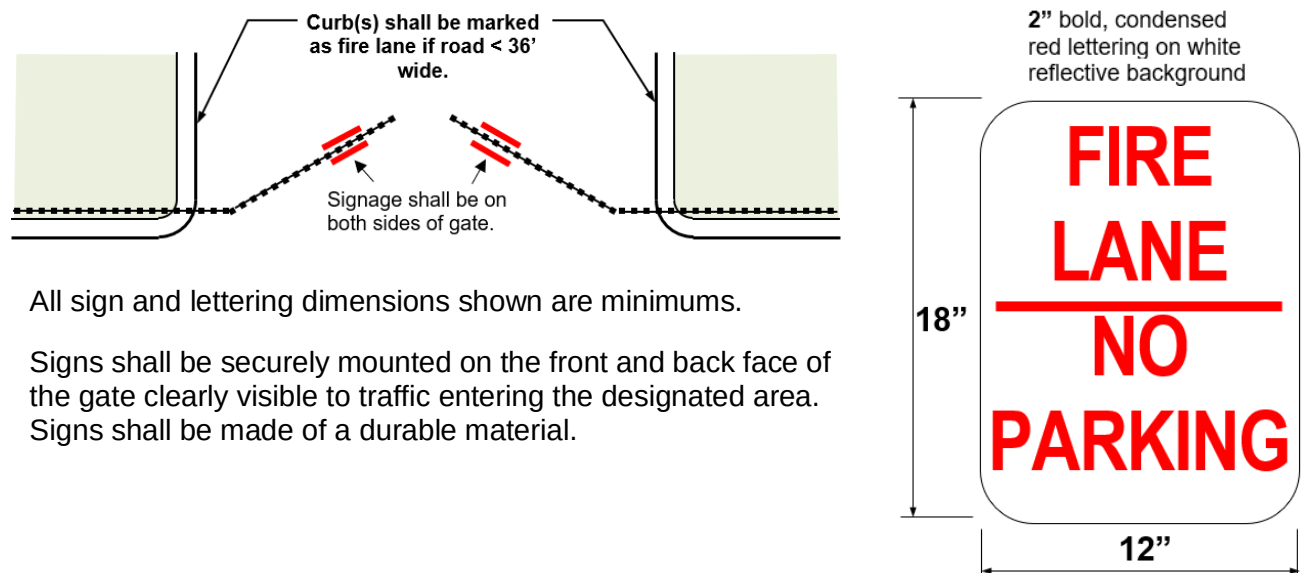
B1.5. Manually Operated Gate Design – Typical gate designs may include sliding gates, swinging gates, or a chain traversing the opening.

B1.5.1. Permanent or removable bollards are not permitted to be placed across fire lanes.

B1.5.2. Permanent signage constructed of 18-gauge steel or equivalent shall be attached on each face of the gate that reads “NO PARKING – FIRE LANE” or similar (next page, Figure B4).

Figure B3 – Minimum Gate Setbacks

Drawing not to scale

Figure B4– Fire Lane No Parking Signs for Manually Operated Gates and Barriers

All sign and lettering dimensions shown are minimums.

Signs shall be securely mounted on the front and back face of the gate clearly visible to traffic entering the designated area. Signs shall be made of a durable material.

B1.5.4. Where the gate will be used for purposes other than emergency vehicle access, installation of a Knox box containing a key to operate an owner-supplied padlock is recommended. If the gate can be reached by emergency personnel from both sides (such as for a secondary emergency access roadway serving a residential tract), the lock shall also be capable of being accessed from both sides. Knox boxes shall be provided as necessary to ensure that the lock can be accessed and opened from any direction of approach available to emergency personnel.

B1.6. Electrically Operated Gates and Barriers CFC 503.6

B1.6.1. In the event of loss of normal power to the gate operating mechanism, it shall be automatically transferred to a fail-safe mode allowing the gate to be pushed open by a single Firefighter *without any other actions, knowledge, or manipulation of the operating mechanism being necessary and without the use of battery back-up power, except as noted below.* The manufacturer's specification sheet demonstrating compliance with this method of operation during power loss shall be provided or scanned directly onto the plan. Should the gate be too large or heavy for a single firefighter to open manually, a secondary source of reliable power by means of emergency generator or a capacitor with enough reserve to automatically, immediately, and completely open the gate upon loss of primary power shall be provided for fail-open operation. A capacitor, *but not a battery*, may also be used for fail-open operation where the gate operating mechanism does not have a fail-safe mode.

B1.6.1.1.A battery may only be used in place of fail-safe manual operation when the gate operator has a fail-open mode that will automatically, immediately, and completely open the gate and keep it open upon reaching a low power threshold, regardless of the presence of normal power.

B1.6.2. For electrically operated gates, the type of remote gate opening device that will be installed shall be noted on the plan. The remote opening device is required in

addition to the Knox key switch. A gate serving an individual single-family residence or duplex is exempt from this requirement. Please see below for the currently approved gate opening systems:

- 3M Opticom
- Click2Enter (system shall be configured in single-pulse mode with 1.5 second transmission window)
- Fire Strobe Access Products, Inc.
- Tomar

B1.6.3. Upon activation of the key switch, the gate shall open and remain open until returned to normal operation by means of the key switch. Where a gate consists of two leaves, the key switch shall open both simultaneously if operation of a single leaf of the ingress side does not provide for the width, turning radii, or setbacks necessary for fire apparatus to navigate the vehicle entry point.

B1.6.4. The key switch shall be labeled with a permanent red sign with not less than ½" contrasting letters reading "FIRE DEPT" or with a "Knox" decal.

B1.6.5. Place the OCFA notes for electric gates on the plan verbatim (Appendix B, Attachment 1).

B1.7. **Gate Locks** – Gate locks shall be reviewed and approved prior to their installation on any new and/or existing gate. Authorization for Knox products is processed through the Knox Box company website at www.knoxbox.com. Knox key switches and key boxes serving only vehicle gates and not buildings shall be sub-mastered for use by both the fire and sheriff/police department. Call the OCFA Planning and Development Services Section at 714-573-6100 for any questions regarding the need for key boxes or switches.

B2. **Path of travel obstructions** – Fences, planters, and vegetation may not interfere with access and egress routes.

B2.1. **Key boxes and key switches** – Knox devices shall be provided where necessary to ensure that immediate access for firefighting, rescue, and other emergency purposes is possible. The location, at a minimum, for the Knox device(s) shall be provided for the following locations:

- Gates along the paths of firefighter travel from the fire lane to all points along the perimeter of the structure.
- Gates to pool enclosures.
- Building gates or doors leading to interior courtyards containing rescue windows.
- Building gates or doors leading to exterior hallways or balconies providing access to residential units or tenant suites.
- Gates in exterior enclosures containing hazardous or combustible material storage.
- Buildings using hazardous materials or processes where such warrants immediate access.

- Exterior doors to rooms containing main alarm panels or annunciators.
- Doors and gates providing access to parking structures.
- Within the fire command center in high-rises and other large buildings.
- Main entry to buildings equipped throughout with an alarm system and not staffed 24/7.
- Facilities where a high-volume of after-hours calls is expected or experienced.
- Doors and gates to other areas identified by the fire department.

Breakaway Lock – When approved by the OCFA, a breakaway lock or a Knox padlock may be used in lieu of a key box for exterior hazardous or combustible material storage areas. Manually operated vehicle or pedestrian access gates that are not commonly used or not required to be openable from the egress side may also be provided with a breakaway padlock.

- B2.2. Knox Device Location** - Knox boxes or switches shall be located adjacent to and clearly visible from the gate or door served. Gates in walls and fences up to six feet in height shall be securely mounted at a height of four to five feet above grade; on buildings they shall be mounted six feet above grade and in a location that is easily accessible to firefighters. Where the potential for vandalism or tampering is significant, key boxes that are not submastered may be mounted higher with OCFA approval. Boxes and switches are not required to be electronically monitored; if they are, they shall not initiate an alarm signal that requires a response by the fire department.
- B2.3. Key box Contents** - The key used to unlock the gate or door shall be kept in the key box. When the key unlocks more than the individual adjacent gate or door, a label or tag shall be attached to the key identifying the gates or doors it operates. Where multiple gates or doors are served by a single box, two or more copies of the key(s) are recommended so that a copy will be available to each engine company responding to the site.
- B2.4. Electric Locks** – Electromagnetically or electromechanically locked pedestrian gates and doors shall be equipped either with a Knox box containing a key to open the lock or, if the door lock cannot be operated with a key from the exterior, a Knox key switch shall be provided adjacent to the door. Where key switches are provided, the door or gate lock shall remain disengaged until the key switch is returned to the “normal” closed or locked position.
- B2.5. Manual Vehicle Gates** – Manually operated gates shall have breakaway padlocks, Knox padlocks, or weather-resistant Knox key boxes. The key box shall be placed four to five feet above the roadway surface at the right side of the access gate in a conspicuous location that is readily visible and accessible. In Irvine, the key boxes shall be located on the left side. The key box must be clearly labelled “FIRE DEPT”.
- B2.6. Electric Vehicle Gates** – The gate control for electronic gates shall be operable by a Knox emergency override key switch (with dust cover), readily visible and unobstructed from the fire lane leading to the gate, and clearly labelled “FIRE DEPT”. The key switch shall be placed between 42” and 48” above the roadway surface at the right side of the access gate within two feet of the roadway edge. In Irvine, the key switches shall be located on the left side of the access gate.

- B2.7. **Master and Submaster Keying** – Knox devices that provide access only to the perimeter of buildings and exterior common areas shall be submastered for dual use by the fire and police departments. Where access to interior common areas of buildings is mandated by the local security or municipal code, Knox devices shall also be submastered. Knox boxes containing keys to access any interior private spaces, such as the interior of single tenant buildings or individual suites in a multi-tenant building, shall be mastered for use by the fire department only.

Where additional devices beyond those required by the fire department are called for in the local municipal or security code, they shall also be accessible for use by the fire department to facilitate emergency response.

- B2.8. **Ordering Knox Devices** – Knox products are ordered through the Knox Box company website at www.knoxbox.com . If you have questions, please contact OCFA Community Risk Reduction by email at knoxboxprogram@ocfa.org or by phone at 714-573-6100.

APPENDIX B, ATTACHMENT 1 - OCFA Notes for Electric Vehicle Gates

All of the notes listed below shall be placed on the plan verbatim, under the heading “OCFA Notes for Electric Vehicle Gates.” Indicate the type of remote gate operator under Note #1.

- 1) A remote opening device is required. The remote gate opening device that will be installed is (check one):
 - ☐ 3M Opticom
 - ☐ Click2Enter* (single-pulse mode with 1.5 second transmission window)
 - ☐ Fire Strobe Access Products, Inc.
 - ☐ Tomar
- 2) In the event of loss of normal power to the gate operating mechanism, it shall be automatically transferred to a fail-safe mode allowing the gate to be pushed open by a single firefighter *without any other actions, knowledge, or manipulation of the operating mechanism being necessary.*
 - a) A battery may only be used in place of fail-safe manual operation when the gate operator has a fail-open mode that will automatically, immediately, and completely open the gate and keep it open upon reaching a low power threshold, regardless of the presence of normal power.
 - b) Should the gate be too large or heavy for a single firefighter to open manually, a secondary source of reliable power by means of an emergency generator or a capacitor with enough reserve to automatically, immediately, and completely open the gate upon loss of primary power shall be provided for fail-open operation.
- 3) In addition to the remote operator, the gate control shall be operable by a Knox emergency override key switch equipped with a dust cover. Upon activation of the key switch, the gate shall open and remain open until returned to normal operation by means of the key switch. Where a gate consists of two leaves, the key switch shall open both simultaneously if operation of a single leaf on the ingress side does not provide for the width, turning radii, or setbacks necessary for fire apparatus to navigate the vehicle entry point.
- 4) The key switch shall be placed between 42” and 48” above the roadway surface at the right side of the access gate within two feet of the edge of the roadway. In Irvine, the switch shall be on the left side in accordance with Irvine’s Uniform Security Ordinance.
- 5) The key switch shall be readily visible and unobstructed from the fire lane leading to the gate.
- 6) The key switch shall be labeled with a permanent red sign with not less than ½” contrasting letters reading “FIRE DEPT” or with a “Knox” decal.

APPENDIX C - RESIDENTIAL AND TRACT DEVELOPMENTS

HOW TO USE THIS APPENDIX

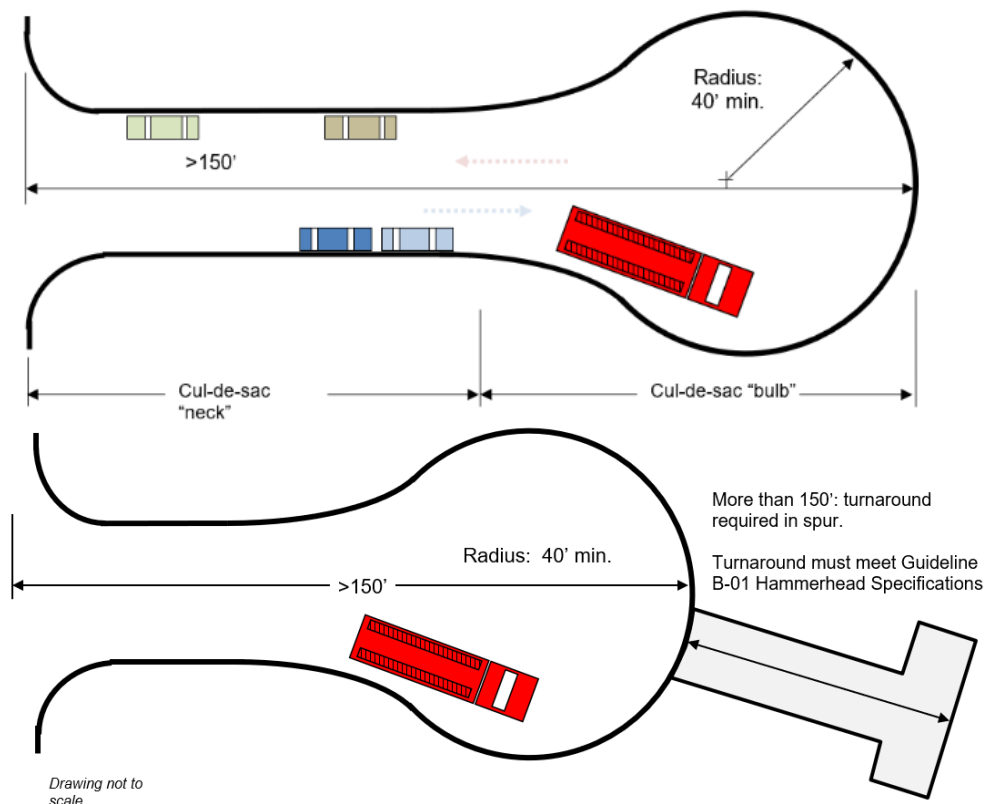
This appendix contains information related to fire master plans for residential tract developments. These requirements may also be applied to individual single-family homes or duplexes (Appendix C, Attachment 1) or to multi-family housing projects as approved by the fire code official. In addition to the generic information listed in Guideline B-01, the information in this section of the appendix must be provided with your plan if your plan incorporates residential developments. **Note: This information may not stand alone and must be used in conjunction Guideline B-01.**

C3. Residential Tract Developments - The following requirements apply to all new residential tract developments with single-family homes or duplexes.

C3.1. Cul-de-sacs – Cul-de-sacs shall comply with the following requirements:

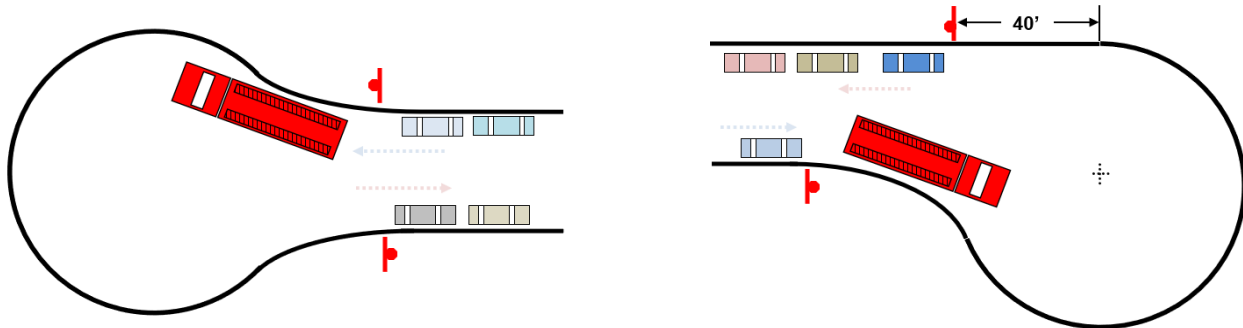
C3.1.1. Any street that is a required fire lane and greater than 150 feet in length shall be provided with a 40-foot minimum outside turning radius or other approved turnaround within 150' of the end of the fire lane (Figure C1). Where a spur road or private driveway that is a required fire lane is accessed via the cul-de-sac road, the driveway or spur shall be no more than 150-feet in length unless an approved turnaround has been provided within the 150-feet at the end of the spur or driveway.

**Figure C1 -
Cul-de-Sacs
and Dead-End
Roadways**



- C3.1.2. The cul-de-sac shall be identified as a fire lane with red curbs or include “Fire Lane – No Parking” signs (Figure C2) unless the radius, with parking, is a minimum of 48 feet.

Figure C2 – Fire Lane No Parking Sign Locations for Cul-de-sacs/Bulbs



Standard 40' radius cul-de-sac:

“no-parking in cul-de-sac begin” and “end” signs shall be located at the point where the street begins to widen into the bulb.

Offset 40' radius cul-de-sac:

“no-parking in cul-de-sac begin” and “end” signs shall be located at the point where the street begins to widen into the bulb and at a point 40' from where the cul-de-sac and street are tangent.

- C3.1.3. Cul-de-sacs longer than 150-feet that are required to be designated as fire lanes may contain a center island provided the following requirements are met:

- A minimum 20-foot-wide drive lane with a minimum 40-foot outside turning radius is provided around the island.
- Island landscaping will not intrude into the drive lane.
- The island is designated a no parking area with red curbs or fire lane signs.

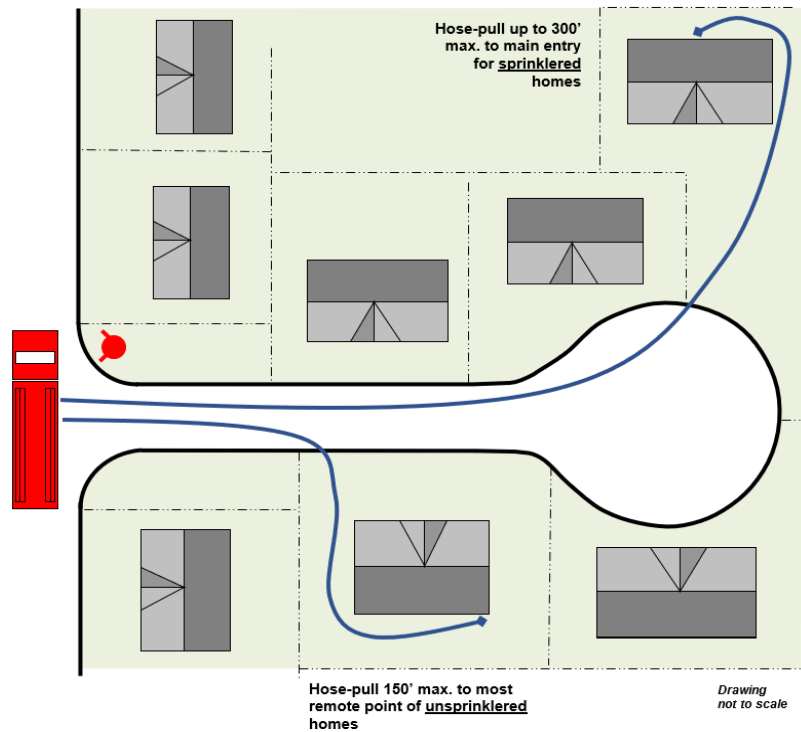
- C3.2. When there are not more than two Group R3 and two Group U occupancies on a single-family residential lot, the fire lane serving a detached single-family home or duplex, or related accessory structure (pool house, casita, garage, workshop, barn, etc.) is protected through by an approved NFPA 13-D, 13-R, or 13 fire sprinkler system, shall extend to within 300-feet of all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building.

- C3.3. In residential tracts with private roads, parking enforcement plans shall include:

- Detailed information specifically identifying who will be responsible for enforcing the plan.
- Powers granted to the entity including vehicle towing information for parking violations (needs to include similar language provided in CVC).
- The aforementioned information needs to be integrated into the fire master plan. Evidence that the enforcement plan is permanently incorporated into the Conditions, Covenants, and Restrictions (CCRs) and/or recorded against the deed shall be provided prior to OCFA approval of the final map or print of linen. Once approved, these provisions cannot be amended without written approval by the OCFA. See Appendix C, Attachment 2 for a sample enforcement letter.

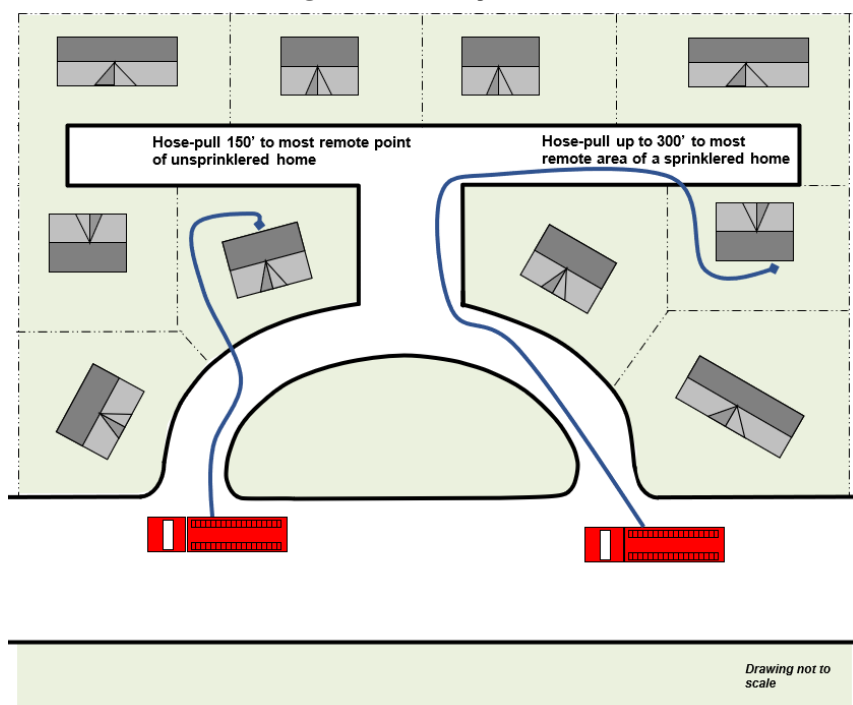
- C3.4. **Short Cul-de-sacs and Dead-End Roads** - If hose-pull distance can be satisfied without fire apparatus entering the cul-de-sac or dead-end road, and the road is not otherwise required to be a fire lane as determined by the fire code official, the street is not required to have a bulb or hammerhead with minimum OCFA turning radii or meet other standard fire lane requirements. (Figure C3)

Figure C3 – Short Cul-de-sacs and Dead-End Roads



- C3.5. **Eyebrows** - If the eyebrow does not meet OCFA's minimum turning radius and width requirements, fire department access will be measured from the nearest available fire lane around the island and any other obstructions. If hose-pull to the most remote area of a sprinklered home exceeds 300' (or 150' to the most remote point around the perimeter for unsprinklered homes), the eyebrow shall be designed as a fire lane or other mitigating features shall be provided. (Figure C4)

Figure C4 – Eyebrows

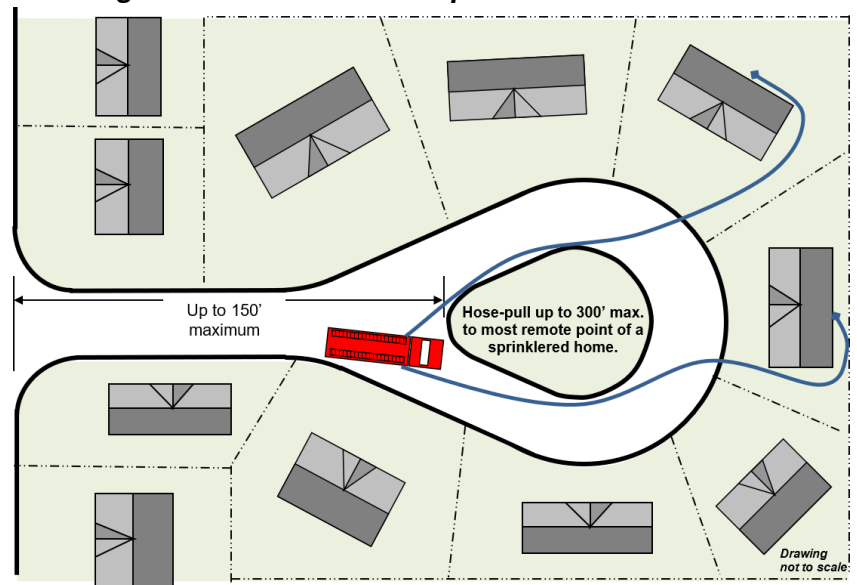


C3.6. **Cul-de-Sacs up to 150' with Islands** - Cul-de-sacs up to 150-feet in length containing an island (Figure C5) will have access to the homes measured along an approved route around the island and any other obstructions in the path of travel from the point of where the island begins to impede fire apparatus.

C3.6.1. If all homes are in access from the area preceding the island, the portion of the bulb beyond the island is not required to comply with OCFA fire lane requirements.

C3.6.2. If the hose-pull to the most remote point of a sprinklered home exceeds 300' (or 150' to the most remote point around the perimeter for unsprinklered homes), the portion of the bulb beyond the island shall be designed as a fire lane or other mitigating features shall be provided.

Figure C5 – Cul-de-sacs up to 150' with Islands



APPENDIX C, ATTACHMENT 1 – Residential Site Plan Checklist**ORANGE COUNTY FIRE AUTHORITY****Plan Checklist for SINGLE FAMILY RESIDENCE (Fee Code PR 160)**

For ADU or SB9 Projects, refer to OCFA information bulletin 01-21

INSTRUCTIONS: Return this completed form with the plans to be submitted. This worksheet is provided for your convenience and is a listing of the required information and content needed for residential site plan review. Providing the items listed is not a guarantee of plan approval. *Please note that additional information or requirements may apply depending on the project and that some of the items listed will not be applicable to every project.* If you need help completing this form or have questions regarding requirements for review, please contact the OCFA Techline@ocfa.org or visit us at 1 Fire Authority Road, Irvine, CA for assistance. You can verify where to submit plans based upon the submittal routing form or by calling the plans counter (714) 573-6100.

Address (Street Number/Name, City): _____

Project Service Request #: _____

1. ☐ Complete OCFA Residential Cover sheet with Submittal scaled plan sheets showing the vicinity map, site plan, building footprint, stories, property lines and elevations of the project. Show any fences, walls, or gates.
2. ☐ Provide the project scope on the plans. Include the building summary, building occupancy, construction type and square footage (existing & proposed) of the residence, garage and any other accessory structures. Note if fire sprinklers are existing or not. *Complete fillable area on OCFA Residential coversheet*
3. ☐ If an automatic fire sprinkler system is required, note on the plan that "a fire sprinkler plan shall be installed per NFPA 13D 2022". Separate plan review and approval of a **fire sprinkler plan** by the OCFA is required prior to installation. *Complete fillable area on OCFA Residential coversheet*
4. ☐ Provide a project directory with the property owner information, project address and city. Include the tract map number or parcel map number for the property. *Complete fillable area on OCFA Residential coversheet*
5. ☐ Show the location and distance of any proposed or existing fire hydrant(s) within 300 feet of property lines.
6. ☐ Indicate all surrounding property uses. If the project adjoins an open space, fuel modification area or a wild-land interface, a **fuel modification plan** may be required separately for a *new* structure. See *Guideline C-05*
7. ☐ Indicate if the project is located near an oil well, oilfield or landfill. A **methane plan** for soil gas mitigation may be required separately. <https://www.conservation.ca.gov/calgem/Pages/WellFinder.aspx>
8. ☐ If applicable complete, signed "**Water Availability**" form and place onto plan. To obtain the form, see www.ocfa.org under the Planning and Development homepage. *Complete fillable area on OCFA Residential coversheet.* For additional information, see OCFA Plan Submittal Criteria Form – Residential Projects Question #5 and Guideline B-01, Appendix D, Table 2.
9. ☐ Specify the width of street or road to which the property is addressed.
10. ☐ Please state on the plans if the project resides within a **Very High Fire Severity Zone (VHFSZ) or State Responsibility Area (SRA)**. If unsure, see ocfa.org to obtain information. Indicate with a note if the design requires CBC Chapter 7A/Residential Code R337. *Complete fillable area on OCFA Residential coversheet*

Print name: _____

Signature: _____

Phone Number: _____

Date: _____

Serving the Cities of Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods
Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano
Seal Beach • Santa Ana • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

RESIDENTIAL SPRINKLERS AND SMOKE DETECTORS SAVE LIVES

APPENDIX C, ATTACHMENT 2 - Sample Parking Enforcement Letter

Date

Planning and Development Services Section
 Orange County Fire Authority
 1 Fire Authority Road
 Irvine, CA. 92602

Re: *(Project Name, Location, and Service Request Number)*
 Parking Enforcement Plan

The fire lane parking enforcement plan for the above referenced project is stated as follows:

All fire lanes within *(list development address or tract information)* shall be maintained and in no event shall parking be permitted along any portion of a street or drive that required fire lanes or any area designated as a fire lane for turn-around purposes either during construction or after occupancy.

***(Association name)* shall adopt reasonable rules and regulations regarding the parking of vehicles along the streets, roads and or drives within the project that are not in conflict with applicable law.**

In furtherance thereof, *(Association name)*, through its officers, committees and agents, will establish the “parking” and “no parking” areas within the property in accordance with Section 22658 of the California Vehicle Code and OCFA Guideline B-01. The law shall be enforced through such rules and regulations by all lawful means, including, written warnings, citing, levying fines and towing vehicles in violation.

(Association name) will contract with a certified patrol and towing company to remove vehicles that violate no parking restrictions. First time violators will receive a written warning and with subsequent violations, the vehicle shall be subject to towing. The vehicle owner shall be responsible for all costs incurred in remedying such violation, including without limitation towing cost, citations, and legal fees.

Company Name

Authorized Agent Signature

Cc:

EXHIBIT "B"

Guideline C-05

Vegetation Management Guideline: Technical Design for New Construction

Fuel Modification Plans and Maintenance Program

Orange County Fire Authority

Community Risk Reduction

1 Fire Authority Road, Building A, Irvine, CA 92602 • www.ocfa.org • 714-573-6100

Vegetation Management Guideline: Technical Design for New Construction Fuel Modification Plans and Maintenance Program



Guideline C-05

Serving the Cities of Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods
• Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Seal Beach •
Santa Ana • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

Vegetation Management Guideline: Technical Design for New Construction Fuel Modification Plans and Maintenance Program

TABLE OF CONTENTS

INTRODUCTION	3
PURPOSE	3
SCOPE	3
FUEL MODIFICATION ZONES	4
1. Zone "A"	4
2. Zone "B"	5
3. Zone "C/D"	5
TYPES OF INTERIOR SLOPES: RESIDENTIAL TRACT	6
1. SMA Interior Slopes	6
2. Roadside Protection Zones (RPZ)	6
FUEL MODIFICATION PLANS: REQUIRED INFORMATION	7
Section 1: Conceptual Fuel Modification Plans	7
Section 2: Precise Fuel Modification Plans	10
Section 3: Plant Palette Information	12
Section 4: Alternative Materials & Methods Construction Features, and Fire Protection Plans	13
Section 5: Special Maintenance Areas and Roadside Protection Zones	14
ATTACHMENTS	15
1. New Construction Inspection Requirements	15
2. Introductory Maintenance Information	16
3. Incline Measurement for Selected Slopes	17
4. Zone Marker Details	18
5. Sample CC&R Maintenance Language	19
6. Requirements for Planting Installation in Fuel Modification Zones	21
7. Undesirable and Invasive Plant Species	22
8. Fuel Modification Zone Plant List	23

Technical Design for New Construction Fuel Modification Plans and Maintenance Program

INTRODUCTION

Vegetation management has proven to be a major factor in reducing the probability of buildings igniting from wildfires. When combined with special building construction features, the potential for ignition is further reduced.

PURPOSE

Managing the design and placement of vegetation in and around new structures will reduce the effects of a wildfire. For this reason, codes are adopted that require vegetation management and special construction features. The Fuel Modification Plan is a vegetation management code that requires landscaped areas adjacent to new structures be dedicated for permanent vegetation management activities.

The Fuel Modification Program brings fire-safe landscaping and construction features together to improve community safety and reduce property loss during wildfire emergencies. This guideline provides you with the information and steps needed to prepare a Fuel Modification Plan and maintain vegetation in Fuel Modification areas for a successful long-term outcome. Furthermore, it covers the timing of plans for construction, plan criteria needed for approval, plant lists for the zones, new construction inspection requirements, and introductory maintenance information.

SCOPE

All new single-family homes, multi-family residential, Accessory Dwelling Unit (ADU), utility, and commercial structures built in, or adjacent to, a wildfire-risk area or such areas designated by the fire code official, require a Fuel Modification Plan in conjunction with the 2022 California Fire Code (CFC), Chapter 49. However, a Fuel Modification Plan may or may not be required based on lot size, configuration, or your property's connection and proximity to grass, brush, and ornamental vegetation. For questions regarding the Fuel Modification requirements and your project, contact the OCFA RSG line at (714) 573-6774.

The plan requires permanent vegetation management in dedicated land areas and is used indefinitely to facilitate on-going maintenance requirements. For existing structures that were not developed with a fuel modification plan or condition, maintenance shall be completed as required in the Vegetation Management Maintenance Guideline for Property Owners.

For new structures proposed within the State Responsibility Area (SRA), as defined in the Public Resource Code Sections 4126-4127 or within the Local Responsibility Area (LRA) - Very High Fire Hazard Severity Zone (VHFHSZ), as defined in the Government Code Section 51175 – 51189, and the California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, a 30-foot setback from the structures to the property line shall be required.

FUEL MODIFICATION PLAN OVERVIEW & SEQUENCING

There are two types of Fuel Modification Plans, conceptual and precise. Each type is submitted at a different time during the development and construction process.

1. Conceptual (see Section 1: Conceptual Fuel Modification Plans for requirements)
 - a. Infrastructure of the zone widths and program
 - b. Land use restrictions
 - c. Tract and property line information
 - d. When to submit
 - 1) Concurrent with Environmental Impact Report (EIR) processing
 - 2) Prior to tentative tract map, parcel map, or final tract map approval
 - 3) Prior to fire master plan submittal
2. Precise (see Section 2: Precise Fuel Modification Plans for requirements)
 - a. Approval of planting plans
 - b. Final details
 - c. Inspection information
 - d. When to submit
 - 1) Prior to approval of planting plans from other permitting agencies
 - 2) Prior to precise grading or building permit issuance, whichever comes first
 - 3) Prior to Fire Master Plan approval

FUEL MODIFICATION ZONES

The Fuel Modification area is comprised of three zones with specific design criteria. The standard Fuel Modification area is 170 feet in width, measured out horizontally from the structure in all directions on the site (see Attachment 3: Incline Measurement for Selected Slopes). Many developments have interior slopes with Special Maintenance Areas (SMA). See below for specific unique requirements for each zone. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.

Note: Additional planting restrictions may be required for certain plant species (see Approved Plant Palette Qualification Statements for Select Plant Species on page 31).

1. Zone "A" (20-foot minimum width, with the first 5 feet as the Immediate Zone)
 - a. Flat level ground requirement
 - b. Building foundation setback (no design alternatives allowed)
 - c. Zone "A" (20 feet wide – measured from the structure out)
 - 1) Setback from the slope nearest the foundation
 - 2) No combustible construction is allowed within Zone "A"
 - 3) Automatic irrigation systems to maintain healthy vegetation with high moisture content and to be regularly irrigated
 - 4) Plants in this zone shall be highly fire resistant and selected from Attachment 8: Fuel Modification Zone Plant List (also refer to Section 3: Plant Palette Information)
 - 5) If all Zones "A-D" are to be maintained by the structure owner, then Zone "A" shall begin at the wall of the structure

- d. Immediate Zone (First 5 feet measured from the structure out, in all directions)
 - 1) No combustible bark or mulch
 - 2) Plants in this area to be irrigated, naturally low growing (below 2 feet in height), and non-woody
 - 3) No combustible construction is allowed, fencing, gates, patio covers, etc.
- 2. Zone "B" (50 -150 feet in width): Slope design requires a minimum 50-foot irrigated zone

Note: A dry Zone "B" may be used if plants and design are appropriate

- a. Required at the nearest slope adjoining Zone "A"
- b. Irrigated and planted per Attachment 6: Requirements for Planting Installation in Fuel Modification Zones
- c. May replace Zones "C/D" when grading plans require larger replanted areas
- d. All plant species designed for Zone "B" shall be selected from Attachment 8: Fuel Modification Zone Plant List. Existing fuel modification maintenance programs are limited to the plants listed on the approved plans unless a revision is requested. Planting and maintenance shall be in accordance with planting restrictions from Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, Attachment 7: Undesirable and Invasive Plant Species, and Attachment 8: Fuel Modification Zone Plant List.
- e. No combustible construction is allowed within Zone "B"
- 3. Zone "C/D" (0-100 feet in width)
 - a. One natural vegetation thinning (Zone "C") or two thinning zones (Zone "C/D")
 - 1) Zone "C" shall be 50% thinning of vegetation
 - 2) Zone "D" shall be 30% thinning of vegetation
 - b. Planting installation per Attachment 6, if installing plants
 - 1) Existing plants that will remain shall be in accordance with *Attachment*

TYPES OF INTERIOR SLOPES: RESIDENTIAL TRACT

1. SMA Interior Slopes
 - a. 100 feet maximum width
 - b. Slopes and common areas interior from the community perimeter (see Section 5: Special Maintenance Areas and Roadside Protection Zones)
 - c. Located in commonly owned land areas, beginning at the property lines of the privately owned lot
 - d. Areas shall be irrigated
2. Roadside Protection Zones (RPZ)
 - a. 50 feet maximum width measured from the edge of the roadway
 - b. Can be designed as RPZ or SMA, depending if the road is at the perimeter or interior of the community
 - c. Streetscape designs that are not community perimeter edges may not be regulated unless a distinct hazard is created
 - d. Areas shall be irrigated

When an SMA or RPZ is within 100 feet of a structure, the SMA or RPZ will be considered a defensible space area. The defensible space area shall comply with Attachment 2: Introductory Maintenance Information, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, and Attachment 7: Undesirable and Invasive Plant Species. Alternative design methods may be approved through the Alternate Materials & Methods process.

FUEL MODIFICATION PLANS: REQUIRED INFORMATION

Section 1: Conceptual Fuel Modification Plans

Plans shall be prepared by a licensed landscape architect or other design professional with equivalent credentials. First submittal requires only two sets of plans. Each subsequent submittal shall include an electronic PDF copy of the plan and three sets of paper plans.

Note: If the designer is prepared to submit Precise Fuel Modification Plans with the planting plans, conceptual plans are not required to be submitted. If the designer forgoes the conceptual submittal and submits the precise plan, the required conceptual plan information shall be provided on the precise plan.

The following information shall be included on Conceptual Fuel Modification Plans:

- ☒ Check each box, after providing the information on your design plans:
- A. ☐ Identify the total size of the development by showing all tract boundary lines, property lines, slope contour lines, and structure foundation footprints.
- B. ☐ Place descriptive notes of the land uses adjoining the development property on all sides (e.g., future construction, existing structures, natural vegetation, restoration plans, roads, parks, etc.).
- C. ☐ Add a note on the plan stating the project is or is not located in a LRA - VHFHSZ or in an SRA.
- D. ☐ Add a note stating the structure(s) shall be built to the California Building Code (CBC) Chapter 7A standard if the project is located in a LRA - VHFHSZ or in an SRA area.
- E. ☐ Add a note stating combustible fencing is not allowed within any Fuel Modification Zone.
- F. ☐ Contour lines shall be provided on the plan to show valleys and hills, and the steepness or gentleness of slopes for all Fuel Modification Zones.
- G. ☐ Ensure all foundations have a minimum 20-foot setback from edge of slope.
- H. ☐ Select an on-slope option from the choices of Fuel Modification Zones from pages 4 and 5. Delineate the width as described.
- I. ☐ All plants in fuel modification zones shall be selected from Attachment 8: Fuel Modification Zone Plant List.
- J. ☐ Label all interior slopes and all common areas as "Special Maintenance Areas" and/or "Roadside Protection Zones", if applicable. If SMA planting plans are

designed, they shall be submitted with the conceptual FMZ plans. If not designed yet, place a note that all planting plans require plan review and approval (see Section 5: Special Maintenance Areas and Roadside Protection Zones for more information). When a SMA or RPZ is within 100 feet of a structure, the SMA or RPZ will be considered a defensible space area. The defensible space area shall comply with Attachment 2: Introductory Maintenance Information, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, and Attachment 7: Undesirable and Invasive Plant Species. Alternative design methods may be approved through the Alternate Materials & Methods process (see Section 4: Alternate Materials & Methods).

- K. ☐ SMA and RPZ shall not have plants from Attachment 7: Undesirable and Invasive Plant Species.
- L. ☐ Delineate RPZ with either a maximum irrigated 50-foot wide FMZ "B" when located on community perimeter areas or SMA when roads are interior to perimeter.
- M. ☐ Each FMZ, SMA, and RPZ shall be symbolized and referenced on the plan clearly and on a distinct legend.
- N. ☐ Notate all FMZ, SMA, and RPZ as irrigated or non-irrigated landscaping.
- O. ☐ Provide the name of the entity/entities responsible for the maintenance of all FMZ, SMA, and RPZ.
- P. ☐ Show the name and location of any existing plant species you are proposing to retain on the plan (If no existing plant species are shown, existing vegetation shall be removed from the plan entirely).
- Q. ☐ Design dedicated emergency and maintenance access paths on **commonly owned** property, from the street frontage to lettered lots, to facilitate access behind the homes. This requires:
 1. Paths every 500 lineal feet of FMZ or SMA length to have access, with a minimum 7-foot clear **width** and a dedicated **flat** path.
 2. Covenants for FMZ and SMA access and maintenance to be recorded concurrently with all planning maps and referenced in Covenants, Conditions & Restrictions (CC&Rs).
- R. ☐ Covenants will be required to be recorded for FMZ, SMA, and RPZ located on private homeowner lots prior to Precise Fuel Modification Plan approval (place as a note on plan if applicable).
- S. ☐ Copy Attachment 1: New Construction Inspection Requirements, Attachment 2: Introductory Maintenance Information, Attachment 3: Incline Measurement for Selected Slopes, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, and Attachment 7: Undesirable and Invasive Plant Species on the plans for on-going maintenance requirements.

- T.** ☐ If there are limited areas in which you cannot meet Fuel Modification distance requirements, follow the plan submittal requirement directions in Section 4: Alternate Materials & Methods.
- U.** ☐ If the project has an area within the project boundary or adjacent areas affecting the project which would fall under the restriction of an agency (e.g., Army Corps of Engineers, California Coastal Commission, a Specific Plan, a Habitat Management & Monitoring Plan, etc.), the agency name; along with the maintenance, scope of work and management plan for those restricted areas shall be provided on the plan and documentation to support the management plan and maintenance allowed in the restricted areas provided at the time of submittal. If an area is discovered at any point in the submittal process, which would limit the design and/or maintenance requirements of the plan, the project will need to be re-evaluated to determine whether the limitations will impact the Fuel Modification design. If there are no restricted areas, make a note stating to the fact on the plans.
- V.** ☐ The following notes (1-6) shall be copied on the plans:
1. The owner/developer will obtain planting plan approval from OCFA prior to receiving final approval from all other landscape permitting agencies within FMZ, interior slopes/common area landscaping SMA, and RPZ.
 2. FMZ, SMA, and RPZ land areas were purchased and dedicated for the purposes of wildfire maintenance activities, beautification, and erosion control. Protected plants and habitat identified after Fuel Modification Plan approval through surveys or other biological programs cannot be retrofitted back within the limits of these areas.
 3. The developer is responsible for ensuring that the calculated revenue from homeowner dues is sufficient to cover the cost of future maintenance, based on the originally approved design. After the final landowner has accepted the long-term maintenance responsibility, changes to the fuel modification areas or interrupted maintenance activities by the final landowner become the responsibility of the final landowner.
 4. When a required maintenance area is located on commonly owned land, while the required Zone "A" is located on homeowner's land, a written disclosure regarding the Zone "A" and vegetation requirement is required to be signed by the homeowner and the lot number referenced in the CC&Rs.
 5. The FMZ, SMA, and RPZ shall be maintained in perpetuity for fire safety purposes, in accordance with recorded covenants, CC&Rs, and property title restrictions.
 6. Prior to dropping of lumber, call for a Vegetation Clearance Inspection. The developer/builder shall provide a separation of combustible vegetation for a minimum distance of 100 feet from the location of the structures and lumber stock-pile.
- W.** ☐ A copy of the CC&Rs shall be provided to ensure the language regarding maintenance and responsibility is clearly defined, prior to approval of a conceptual plan.
- X.** ☐ For certain projects, photographs of existing vegetation may be required.
- Y.** ☐ Provide the degree or percentage of slope on the plan at the location of the zone markers to indicate the actual distance. The marker shall be placed when using Attachment 3: Incline Measurement for Selected Slopes.

Section 2: Precise Fuel Modification Plans

Plans shall be prepared by a licensed landscape architect or other design professional with equivalent credentials. First submittal requires only two sets of plans. Subsequent plan submittals shall include an electronic PDF copy of the plans and minimum of three sets of paper plans.

The following information shall be included on the Precise Fuel Modification Plan:

- ☒ Check each box, after providing the information on your design plans:
- A. ☐ If there was not a Conceptual Fuel Modification Plan approved, the Precise Fuel Modification Plans shall include all criteria required for the Conceptual Fuel Modification Plans (refer to Section 1: Conceptual Fuel Modification Plans).
 - B. ☐ Show the location of permanent zone markers. (The goal is to install the lowest number of markers possible to ensure maintenance workers stay within the correct property lines when performing vegetation management. Generally, markers are only required to indicate side property lines and where zones end).
 - C. ☐ Copy Attachment 4: Zone Marker Details and Attachment 5: Sample CC&R Maintenance Language on the plans, if applicable.
 - D. ☐ Submit written proof that the CC&R's reference the fuel modification areas and associated maintenance and restrictions (see Attachment 5: Sample CC&R Maintenance Language), if applicable.
 - E. ☐ Provide supporting documentation that demonstrates the Fuel Modification Zones, SMA, RPZ, access and maintenance points have been legally recorded on the Tentative Tract Maps.
 - F. ☐ Irrigation plan sheets shall be submitted to demonstrate the wet zones are irrigated.
 - G. ☐ The planting plans for FMZ, SMA, and RPZ are required to be reviewed and approved (see Section 5: Special Maintenance Areas and Roadside Protection Zones for more information).
 - H. ☐ **Plant Palette Legend for FMZ, SMA, RPZ:**
Provide a separate plant palette legend for each bulleted point below:
 1. Trees
 2. Shrubs
 3. Ground Cover (maximum natural growth height shall be no taller than 2 feet)
 4. Grasses
 5. If proposing plant species not on the Attachment 8: Fuel Modification Zone Plant List, follow the submittal directions from Section 3.B.

I. ☐ Each legend shall include:

1. Plant Symbol (separate symbol for each plant)
2. Plant Form
3. Botanical Name
4. Common Name
5. Plant # from Attachment 8: Fuel Modification Zone Plant List
6. Symbol Code from Attachment 8: Fuel Modification Zone Plant List
7. Expected Max Growth Height
8. Expected Max Growth Width
 - a. *See Sample #1: Plant Legend

J. ☐ Planting Plans:

1. On the installation Planting Plans, all plants shall be horizontally and vertically spaced to meet the formula from Attachment 6: Requirements for Planting Installation in Fuel Modification Zones of this guideline, using the heights and widths in your legend.
2. Refer to the Attachment 8: Fuel Modification Zone Plant List code symbols and qualification statements for design installation before you place plants on the plan.
3. See Section 3: Plant Palette Information for plant species not on the OCFA list and follow directions.

K. ☐ For alternative proposals that do not meet minimum requirements, see Section 4: Alternate Materials & Methods and follow the plan submittal requirements.

L. ☐ Create a heading titled "Required Inspections," then copy Attachment 1: New Construction Inspection Requirements on the plans underneath the heading.

Sample #1: Plant Legend**Example Required Plant Legends**

Plant Form	Plan Symbol	Botanical Name	Common Name	Plant # from Attach 8	Symbol Code from Attach 8	Expected Max Growth Height	Expected Max Growth Width
TREES							
Plant Form	Plan Symbol	Botanical Name	Common Name	Plant # from Attach 8	Symbol Code from Attach 8	Expected Max Growth Height	Expected Max Growth Width
SHRUBS							
Plant Form	Plan Symbol	Botanical Name	Common Name	Plant # from Attach 8	Symbol Code from Attach 8	Expected Max Growth Height	Expected Max Growth Width
GROUND COVER							
Plant Form	Plan Symbol	Botanical Name	Common Name	Plant # from Attach 8	Symbol Code from Attach 8	Expected Max Growth Height	Expected Max Growth Width
GRASSES							
SPECIES NOT ON ATTACH 8	Plan Symbol	Botanical Name	Common Name			Expected Max Growth Height	Expected Max Growth Width

Section 3: Plant Palette Information

- A. The plant list from Attachment 8: Fuel Modification Zone Plant List was approved by various resource agencies responsible for environmental protection. All plants installed shall be selected from Attachment 8: Fuel Modification Zone Plant List and be grouped and spaced for initial installation in accordance with Attachment 6: Requirements for Planting Installation in Fuel Modification Zones of this guideline. Specific installation requirements are included for various plant species (see plant code, legend, and qualification statements in Attachment 8: Fuel Modification Zone Plant List). Retained plants shall be proposed for approval on the conceptual FMZ plans or on the precise plan (see above for plant palette legends demonstrated for plan design).

B. Proposing Alternate Species:

If alternate plant species are proposed, the landscape architect shall provide photographs and data on the size, fire resistive characteristics, and invasiveness for installation criteria. A maximum of 10 alternate species may be proposed per project.

Alternative species need to have similar/equal properties to the plants from Attachment 8: Fuel Modification Zone Plant List. OCFA will make a case-by-case determination as to the acceptability of the proposed species. Some species that are equal in combustibility to pre-approved species on the list may not be allowed due to the invasiveness of the species. The proposed species must be spaced based on size and characteristics.

If the plant materials are proposed to be planted within 300 feet of reserve lands (except plants on the interior of the tract), concurrence from the permitting resource agencies shall be required. If the proposed plants have received previous resource-agency approval, no concurrence letter will be required, but supporting documentation shall be provided. Contact OCFA prior to your submittal if needed.

Section 4: Alternative Materials & Methods Construction Features, and Fire Protection Plans

If there are limits to areas in which you cannot meet fuel modification width distance requirements or if you are proposing a non-irrigated FMZ, follow the performance based design direction below for conceptual FMZ plans:

1. Performance Based Design:
 - a. A detailed technical fire behavior analysis report by a qualified wildland fire behavior professional is required (qualifications of the professional must be approved by OCFA prior to their design). The report shall include BehavePlus fuel modeling outputs at a minimum.
 - b. A one to two-page Alternative Materials & Methods (AM&M) request letter to OCFA must be submitted with the detailed technical report. The report and letter shall be drafted by the fire behavior professional and submitted with the plans.
 - c. The applicant shall propose compensating factors to demonstrate equivalency to the distance required (see building construction features and fire protection plans below).
 - d. Locate OCFA Guideline A-01 at www.ocfa.org. Use the information within A-01 as a model for drafting your letter. If an alternative means of protection is approved by the OCFA, copy the OCFA signed AM&M request letter onto the plans. You will be required to resubmit the plans again for review and final approval with the letters incorporated into the plans.
2. Building Construction Features and Fire Protection Plans:
 - a. Building Construction Features designed in accordance with Chapter 7A of the California Building Code (CBC)/Residential Code Section 337 are required for all structures.
 - b. Additional compensating factors will also be required. These include but are not limited to: additional building construction features, solid block wall or block wall with tempered glass measuring a minimum of 6 feet on both sides of the wall, increased structure setbacks, special planting designs, rockscapes and plant restrictions, and reduced planting and increased hardscape areas. If a maintenance/ fire access gate is being shown along a solid block wall or block wall with tempered glass, a gate detail shall be provided on the plan that demonstrates the same applied effect as the solid wall.
3. A Fire Protection Plan (OCFA Fee Code PR 146) shall be submitted with or prior to the conceptual FMZ plan and does not take the place of the Fire Master Plan (OCFA Fee Code PR 145). Special 7A code section screening forms are available by request from the OCFA Community Wildfire Mitigation section and shall be placed on the plan to indicate which buildings and lots will meet specific Chapter 7A code sections. OCFA does not review the architectural plans for one- and two-family dwellings. Approved Fire Protection Plans are provided to the applicant and to the Building Department by OCFA, for design and plan review approval of the construction features.
4. Offsite Landowner Recorded Easements (for extreme cases):
 - a. All fuel modification should be located within the property or tract of the protected structure(s).

- b. Proper on-site Fuel Modification design should be set back from the tract or property boundary lines for a distance of 170 feet.
- c. When the required distance is not within the property, as a last option, a legally recorded easements shall be signed by the adjoining property owner and integrated into fuel modification plans, giving rights to the beneficiary to maintain the recorded area in perpetuity. The easement shall show the distance designed on the plans.
- d. The conceptual FMZ plans will not be approved until the legally recorded agreements are copied on the plans.

Section 5: Special Maintenance Areas and Roadside Protection Zones

The interior landscaped portions of a community and roadsides may not be standard FMZs but are subject to planting restrictions, irrigation, and maintenance requirements. This is to ensure structures are reasonably protected from fire continuing into interior areas of the community and from flying embers that may land and start spot fires.

The Planting Plans submitted with the Fuel Modification Plans shall indicate the plant palette and planting design for these areas. The plans will be evaluated to determine if the areas have the potential to increase the hazard to structures or if they will lessen the hazard.

1. The SMA determination will occur during the Conceptual Fuel Modification review. The review will use the following OCFA initial hazard assessment criteria:
 - a. Roadside planting does not sufficiently protect vital main evacuation routes
 - b. There are no proposed planting restrictions on lots
 - c. Proximity between structures and slopes is such that fire travel is probable
 - d. The area/slope is not proposed to be irrigated
 - e. Plant palette contains plant species from the OCFA undesirable plant list
 - f. Plant spacing arrangement creates "Ladder Fuels"
 - g. Slope/area is contiguous with community perimeter FMZs
 - h. Use of special construction features on all structures throughout the community as required in CBC Chapter 7A and California Residential Code 337
2. When it is determined by the OCFA that the design of an SMA may contribute to an increased wildfire risk, the first 100 feet of the SMA, measured from the structure out, is considered defensible space. The defensible space area shall comply with Attachment 2: Introductory Maintenance Information, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, Attachment 7: Undesirable and Invasive Plant Species and Attachment 8: Fuel Modification Zone Plant List.

ATTACHMENT 1

New Construction Inspection Requirements

The Builder or Developer shall call OCFA Inspection Scheduling at (714) 573-6150 for the three new construction inspections listed below:

1. Prior to dropping of lumber: Schedule a Vegetation Clearance Inspection – the developer/builder shall provide a separation of combustible vegetation for a minimum distance of 100 feet from the location of the structures and lumber stockpile, generators, and fuel tanks/dispensers. An inspection sign-off and/or release letter to the building department is required.
2. Prior to occupancy of the building: Schedule a Final Fuel Modification Inspection – the FMZ, SMA, and RPZ adjacent to structures must be installed, irrigated, and inspected. This includes physical installation of features identified in the approved precise fuel modification plans including, but not limited to, plant establishment, thinning, irrigation, zone markers, special mitigation measures, and access easements. An OCFA Inspector will provide written approval of completion at the time of this final inspection on the building card. A written disclosure will be requested by the OCFA Inspector indicating that the landowner is aware of the FMZ on their land.
3. Prior to Homeowners Association (HOA) or Landowner Maintenance Acceptance from Developer/Builder: Schedule an Owner Turnover Inspection – This inspection/meeting must happen with OCFA staff prior to accepting the maintenance responsibility from the developer or builder.
 - a. The inspection/meeting must include the following representatives:
 - 1) Landscape architect
 - 2) Community manager or homeowner
 - 3) HOA board member
 - 4) Installing landscape company
 - 5) HOA landscape company
 - b. At the time of turnover, the Fuel Modification areas shall be maintained by the developer or builder as originally installed and approved.
 - c. The accepting landowner is responsible for ensuring the developer or builder sufficiently calculated the amount of revenue needed to perform the on-going maintenance of the FMZs and any SMAs per the approved plans.
 - d. A copy of the approved plans must be provided to the HOA representatives or homeowner at this time.
 - e. The Landscape Architect must convey ongoing maintenance requirements to HOA representatives or homeowner and provide OCFA a document stating the fuel modification has been installed per plan.
 - f. An OCFA written disclosure will be required to be signed by the HOA representatives or homeowner indicating that the HOA or homeowner is aware of the FMZ on their land and that they are aware of the importance of retaining the plans and the ongoing maintenance.
 - g. The responsibility and necessary language for maintenance must also be stated within the CC&Rs (Refer to Attachment 5: Sample CC&R Maintenance Language).

ATTACHMENT 2

Introductory Maintenance Information

The FMZ, SMA, RPZ shall be maintained in perpetuity for fire safety purposes and shall cause a covenant to be recorded and referenced in the CC&Rs or on the property title when there is no HOA involvement.

Emergency access covenants shall be identified on the tract map indicating the reservation and restriction for permanent entry by the HOA or Fire Authority.

Select either Option #1 or #2 below

1. Option #1 Maintenance Method:

- a. On-going maintenance shall occur to preserve the originally approved design found on the approved plans. Attachment 6: Requirements for Planting Installation in Fuel Modification Zones spacing is required and only approved planting species and arrangements on the plans are perpetually preserved.
- b. The property owner is responsible for all maintenance of FMZ, SMA, and RPZ.
- c. **Two maintenance activities** shall be performed each year.
 - 1) The first during middle- to late-Spring and the second in early- to middle-Fall.
- d. Other activities include:
 - 1) Grasses cut to 4 inches after annual seeding
 - 2) Dead and dying, all vegetation litter, and Attachment 7: Undesirable and Invasive Plant Species removed from all zones
 - 3) Maintenance of irrigation systems
 - 4) Replacement of dead or dying vegetation with approved species (proposed changes shall be approved by OCFA)
 - 5) Removal of trees and shrubs not on the approved plans
- e. If maintained by an HOA, the landscape maintenance company and/or property manager shall inspect the FMZs throughout the year to identify where specific maintenance activities need to take place.
- f. The OCFA may conduct inspections of established fuel modification areas. Ongoing maintenance shall be conducted a minimum of twice each year regardless of the dates of these inspections.
- g. The property owner shall retain all approved Fuel Modification Plans. The design and information on the plans shall be used as the basis for maintenance.

2. Option #2 Maintenance Method (when approved by OCFA):

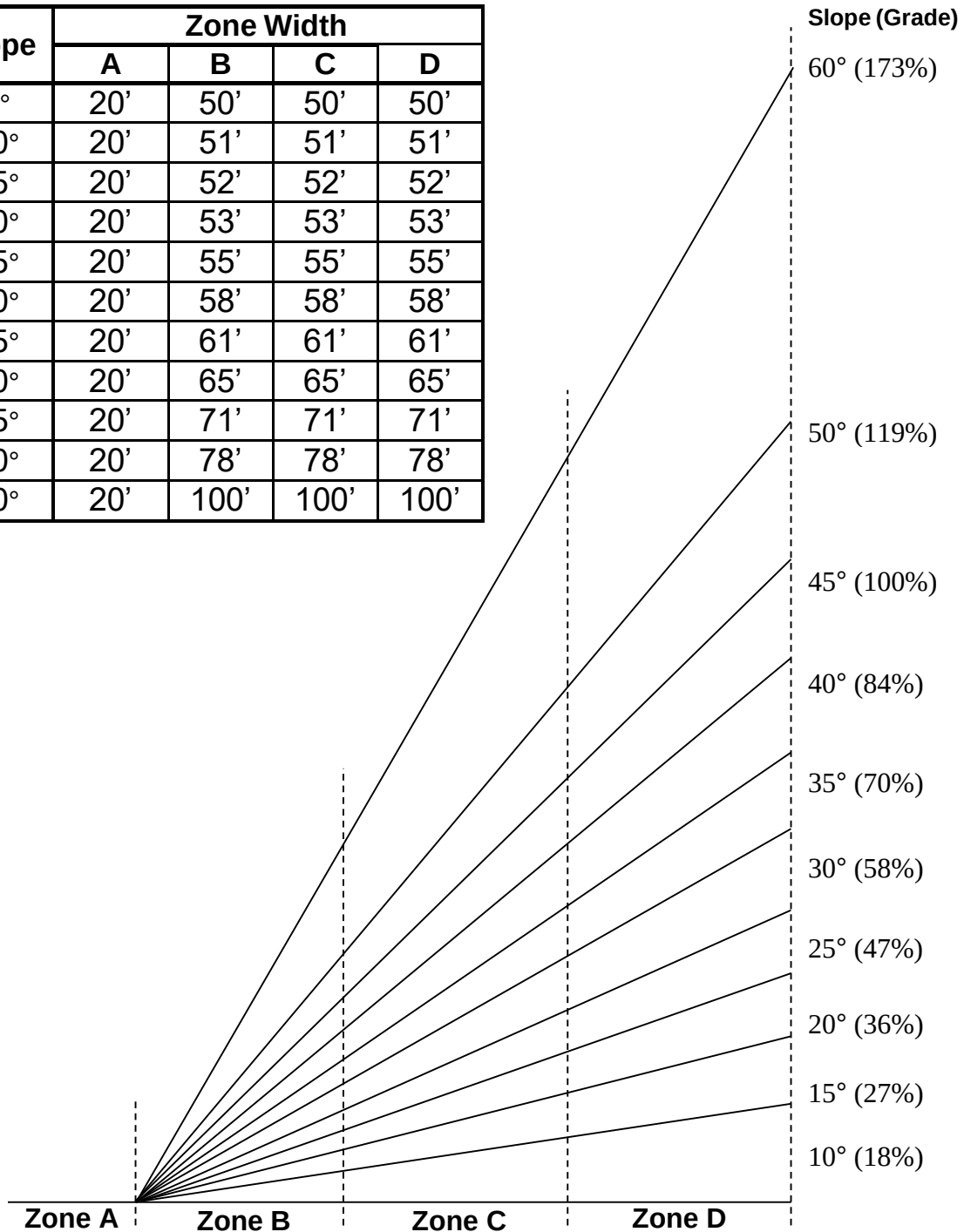
Ongoing maintenance shall occur per the current posted OCFA Vegetation Management Maintenance Guidelines at www.ocfa.org. Distances of FMZ, SMA, and RPZ will always remain required and will be specific to the approved Fuel Modification Plan.

ATTACHMENT 3

Incline Measurement for Selected Slopes

(See Attachment 4: Zone Marker Details)

Slope	Zone Width			
	A	B	C	D
0°	20'	50'	50'	50'
10°	20'	51'	51'	51'
15°	20'	52'	52'	52'
20°	20'	53'	53'	53'
25°	20'	55'	55'	55'
30°	20'	58'	58'	58'
35°	20'	61'	61'	61'
40°	20'	65'	65'	65'
45°	20'	71'	71'	71'
50°	20'	78'	78'	78'
60°	20'	100'	100'	100'

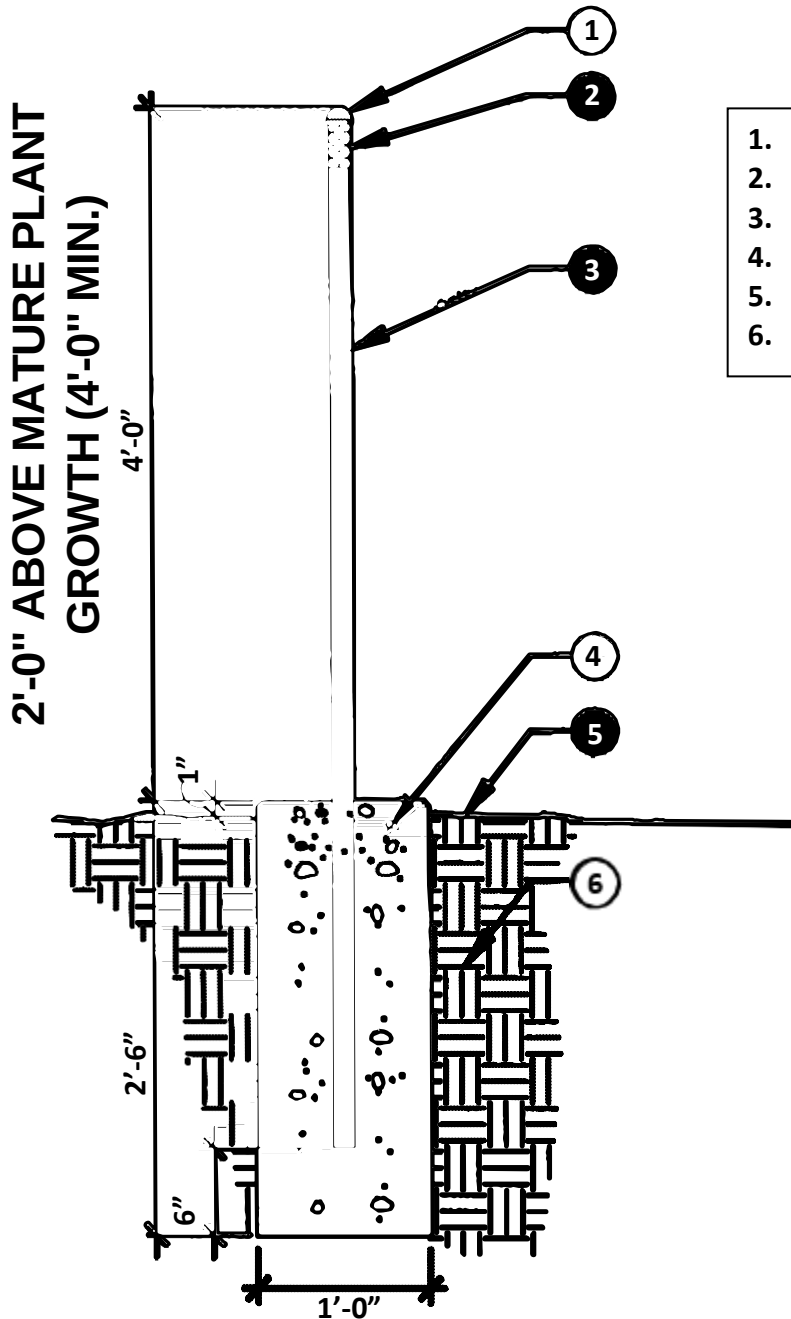


ATTACHMENT 4

Zone Marker Details

(Marker Distances Shall Be Increased on Slopes to Accommodate Incline Measurements in Accordance with Attachment 3: Incline Measurement for Selected Slopes)

Note: An alternate design may be proposed and approved on a case-by-case basis (e.g., using a large boulder, existing fencing, permanent fixtures, etc.).



ATTACHMENT 5

Sample CC&R Maintenance Language

It is recommended that the following language be included in the CC&Rs recorded for a common interest development:

“The duty of the homeowners’ association to perform ‘Fire Prevention Maintenance’ (as defined below) for all Fuel Modification Zones, Special Maintenance Areas, Roadway Protection Zone, and manufactured interior slopes within the development shall be included as an express obligation in the recorded CC&Rs for the development. Similarly, each Owner whose Lot (or Condominium) is subject to FMZ restrictions (e.g., non-combustible structure setback, etc.) shall be obligated to comply with such restrictions.”

1. The OCFA will be designated as a third-party beneficiary of an HOA’s duty to perform “Fire Prevention Maintenance” (as defined below) for all portions of the Association Property or Common Area that constitute FMZs and designated interior/manufactured slopes to be maintained by the H O A , and of any Owner’s duty to comply with any FMZ restrictions applicable to their lot or condominium. Additionally, OCFA shall have the right, but not the obligation, to enforce the HOA’s duty to perform such Fire Prevention Maintenance, and to enforce compliance by any owner with any FMZ restrictions applicable to their lot or condominium. In furtherance of such right, the OCFA shall be entitled to recover its costs of suit, including its actual attorneys’ fees, if it prevails in an enforcement action against an HOA and/or an individual owner (a sample third-party beneficiary provision to be incorporated into the CC&Rs is attached hereto as Addendum "1").
2. As used herein, "Fire Prevention Maintenance" shall mean the following:
 - a. All portions of the Association Property or Common Area that constitute FMZs or designated interior/manufactured slopes shall be regularly maintained by the HOA on a year-round basis in accordance with the fuel modification plan on file with the property manager for the development.
 - b. The irrigation system for FMZs or designated interior/manufactured slopes shall be kept in good condition and proper working order at all times. The irrigation system shall not be turned off except for necessary repairs and maintenance.

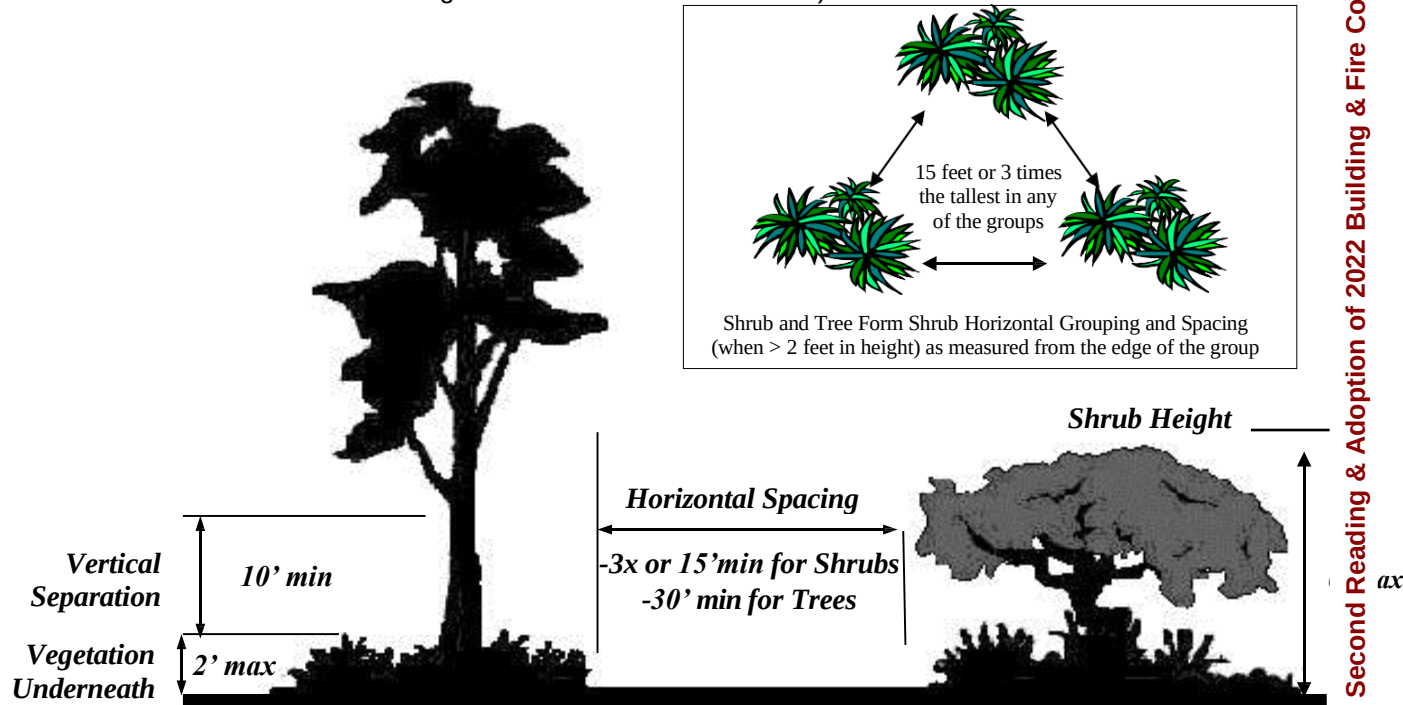
ADDENDUM “1”

Enforcement by the Orange County Fire Authority (OCFA): The OCFA is hereby designated as an intended third-party beneficiary of the Association’s duties to perform “Fire Prevention Maintenance” for all portions of the Association Property or Common Areas consisting of FMZs or designated interior/manufactured slopes in accordance with the fuel modification plan, and of each owner’s duty to comply with any FMZ or designated interior/manufactured slopes restrictions applicable to their lot or condominium as set forth in the fuel modification plan. In furtherance thereof, the OCFA shall have the right, but not the obligation, to enforce the performance by the association of its duties and any other fire prevention requirements which were imposed by the OCFA or other public agency as a condition of approval for the development (e.g., prohibition of parking in fire lanes, maintenance of the blue reflective markers indicating the location of fire hydrants, etc.). The OCFA shall also have the right, but not the obligation, to enforce compliance by any owner with any FMZ or designated interior/manufactured slopes restrictions applicable to their lot or condominium as set forth in the fuel modification plan. If in its sole discretion, the OCFA shall deem it necessary to take legal action against the association or any owner to enforce such duties or other requirements, and prevails in such action, the OCFA shall be entitled to recover the full costs of said action including its actual attorneys’ fees, and to impose a lien against the association property, or an owner’s lot or condominium, as the case may be, until said costs are paid in full.

ATTACHMENT 6

Requirements for Planting Installation in Fuel Modification Zones

(For ongoing requirements, see Attachment 2: Introductory Maintenance Information and the OCFA Vegetation Management Maintenance Guidelines)



Horizontal Spacing

Vegetation Less than 2 Feet in Height:

- No horizontal spacing or vertical separation is required. Ground cover shall not exceed 2 feet in height. In Zone "B" ground cover shall cover the entire ground between groups of shrubs, trees, or grasses and grasses are not considered ground cover. Limited compartments of grasses are acceptable as approved on the planting plans. In Zone "C/D" grasses can cover the entire area.

Vegetation 2 Feet in Height or Greater:

- Shrub Group Size & Spacing:
 - Shrubs shall not exceed 6ft in height.
 - Groupings of shrubs are limited to a maximum aggregate diameter of 10 feet.
 - Groups of shrubs shall be spaced by the greater of the following two measurements: A distance of 15 feet minimum (or) 3 times the height of the tallest specimen in any of the groups.
 - Groupings of shrubs are not allowed within 30 feet of structures. Only single specimen shrubs are allowed, with a minimum 15 feet of separation between each shrub specimen.
 - No shrubs over 2 feet in height are allowed within 5 feet of combustible structures.

ATTACHMENT 7

Undesirable and Invasive Plant Species

Certain plants are considered to be undesirable and invasive due to their physical or chemical characteristics. Physical properties that would contribute to high flammability include large amounts of dead material retained within the plant, rough or peeling bark, and the production of copious amounts of litter. Chemical properties include the presence of volatile substances such as oils, resins, wax, and pitch. Certain native plants are notorious for containing these volatile substances.

Plants with these characteristics shall not be planted in any fuel modification zones or anywhere within the area covered by Alternate Methods & Materials agreements (see Section 4: Alternate Materials & Methods). Should these species already exist within these areas, they shall be removed because of their invasiveness or potential threat they pose to structures.

PLANT SPECIES (MANDATORY REMOVAL)

Botanical Name	Common Name
Adenostoma Fasciculatum	Chamise
Adenostoma Sparsifolium	Red Shanks
Anthemix Cotula	Mayweed
Artemisia Californica	California Sagebrush
Brassica Nigra	Black Mustard
Brassica Rapa	Wild Turnip, Yellow Mustard, Field Mustard
Cardaria Draba	Hoary Cress, Perennial Peppergrass
Cirsium Vulgare	Wild Artichoke
Conyza Canadensis	Horseweed
Cynara Cardunculus	Artichoke Thistle
Eriogonum Fasciculatum	Common Buckwheat
Heterothaca Grandiflora	Telegraph Plant
Lactuca Serriola	Prickly Lettuce
Nassella/Stipa tenuissima	Mexican Feathergrass
Nicotiana Bigelavii	Indian Tobacco
Nicotiana Glauca	Tree Tobacco
Pennisetum alopecuroides	Fountain Grass
Ricinus Communis	Castor Bean Plant
Salsola Lasiolepis	Russian Thistle/Tumbleweed
Salvia Melliifera	Black Sage
Silybum Marianum	Milk Thistle
Tamarix Ramosissima	Salt Cedar
Urtica Urens	Burning Nettle
Ornamental:	
Arecaceae (all palm species)	Palms
Cycas Revoluta	Sago Palms
Cortaderia	Pampas Grass
Cupressus sp	Cypress
Eucalyptus sp	Eucalyptus
Juniperus sp	Juniper
Pinus sp	Pine

ATTACHMENT 8

Fuel Modification Zone Plant List

Symbol Legend

- X = Plant species prohibited in wet and dry FMZs adjacent to reserve lands. Acceptable on all other fuel modification locations and zones.
- W = Plant species appropriate for use in wet FMZs adjacent to reserve lands. Acceptable in all other wet and irrigated dry (manufactured slopes) fuel modification locations and zones.
- o = Plant species native to Orange County. Acceptable in all fuel modification wet and dry zones in all locations.
- N = Plant species acceptable on a limited basis (maximum 30% of the area) in wet FMZs adjacent to reserve lands. Acceptable on all other FMZs.
- * = If locally collected.
- ** = Not native but can be used in all zones.
- n = Plant species acceptable on a limited use basis. Refer to qualification requirements following plant palette.

Yellow row = Plant species susceptible to Invasive Shot Hole Borers (ISHB) infestation.

	Code	Botanical Name	Common Name	Plant Form
1.	W	Abelia x grandiflora	Glossy Abelia	Shrub
2.	n	Acacia redolens desert carpet	Desert Carpet	Ground Cover
3.	o	Acer macrophyllum	Big Leaf Maple	Tree
4.	X	Achillea millefolium	Common Yarrow	Low Shrub
5.	W	Achillea tomentosa	Woolly Yarrow	Low Shrub
6.	X	Aeonium decorum	Aeonium	Ground cover
7.	X	Aeonium simsii	no common name	Ground cover
8.	W	Agave attenuata	Century Plant	Succulent
9.	W	Agave shawii	Shaw's Century Plant	Succulent
10.	N	Agave victoriae-reginae	no common name	Ground Cover
11.	X	Ajuga reptans	Carpet Bugle	Ground Cover
12.	W	Alnus cordata	Italian Alder	Tree
13.	o	Alnus rhombifolia	White Alder	Tree
14.	N	Aloe arborescens	Tree Aloe	Shrub
15.	N	Aloe aristata	no common name	Ground Cover
16.	N	Aloe brevifoli	no common name	Ground Cover
17.	W	Aloe Vera	Medicinal Aloe	Succulent
18.	W	Alogyne huegeii	Blue Hibiscus	Shrub
19.	o	Ambrosia chammissonis	Beach Bur-Sage	Perennial

	Code	Botanical Name	Common Name	Plant Form
20.	o	Amorpha fruticosa	Western False Indigobush	Shrub
21.	W	Anigozanthus flavidus	Kangaroo Paw	Perennial/accent
22.	o	Antirrhinum nuttalianum ssp.	no common name	Subshrub
23.	X	Aptenia cordifolia x 'Red Apple'	Red Apple Aptenia	Ground cover
24.	W	Arbutus unedo	Strawberry Tree	Tree
25.	W	Arctostaphylos 'Pacific Mist'	Pacific Mist Manzanita	Ground Cover
26.	W	Arctostaphylos edmundsii	Little Sur Manzanita	Ground Cover
27.	o	Arctostaphylos glandulosa ssp.	Eastwood Manzanita	Shrub
28.	W	Arctostaphylos hookeri 'Monterey Carpet'	Monterey Carpet Manzanita	Low Shrub
29.	N	Arctostaphylos pungens	no common name	Shrub
30.	N	Arctostaphylos refugioensis	Refugio Manzanita	Shrub
31.	W	Arctostaphylos uva-ursi	Bearberry	Ground Cover
32.	W	Arctostaphylos x 'Greensphere'	Greensphere Manzanita	Shrub
33.	N	Artemisia caucasica	Caucasian Artemisia	Ground Cover
34.	X	Artemisia pycnocephala	Beach Sagewort	Perennial
35.	X	Atriplex canescens	Four-Wing Saltbush	Shrub
36.	X	Atriplex lentiformis ssp. breweri	Brewer Saltbush	Shrub
37.	o	Baccharis emoyi	Emory Baccharis	Shrub
38.	W o	Baccharis pilularis ssp. Consanguinea	Chaparral Bloom	Shrub
39.	X	Baccharis pilularis var. pilularis	Twin Peaks #2	Ground Cover
40.	o	Baccharis salicifolia	Mulefat	Shrub
41.	N	Baileya Multiradiata	Desert Marigold	Ground Cover
42.	N n	Bougainvillea spectabilis	Bougainvillea	Shrub
43.	o	Brickellia californica	no common name	Subshrub
44.	W o	Bromus carinatus	California Brome	Grass
45.	o	Camissonia cheiranthifolia	Beach Evening Primrose	Perennial Shrub
46.	N	Carissa macrocarpa	Green Carpet Natal Plum	Ground Cover/Shrub
47.	X	Carpobrotus chilensis	Sea Fig Ice Plant	Ground Cover
48.	W	Ceanothus gloriosus 'Point Reyes'	Point Reyes Ceanothus	Shrub
49.	W	Ceanothus griseus 'Louis Edmunds'	Louis Edmunds Ceanothus	Shrub
50.	W	Ceanothus griseus horizontalis	Yankee Point	Ground Cover
51.	W	Ceanothus griseus var. horizontalis	Carmel Creeper Ceanothus	Shrub
52.	W	Ceanothus griseus var. horizontalis	Yankee Point Ceanothus	Shrub
53.	o	Ceanothus megacarpus	Big Pod Ceanothus	Shrub
54.	W	Ceanothus prostratus	Squaw Carpet Ceanothus	Shrub
55.	o	Ceanothus spinosus	Green Bark Ceanothus	Shrub
56.	W	Ceanothus verrucosus	Wart-Stem Ceanothus	Shrub
57.	W	Cerastium tomentosum	Snow-in-Summer	Ground cover/Shrub
58.	W	Ceratonia siliqua	Carob	Tree
59.	W	Cercis occidentalis	Western Redbud	Shrub/Tree

	Code	Botanical Name	Common Name	Plant Form
60.	X	Chrysanthemum leucanthemum	Oxeye Daisy	Ground Cover
61.	W	Cistus Crispus	no common name	Ground Cover
62.	W	Cistus hybridus	White Rockrose	Shrub
63.	W	Cistus incanus	no common name	Shrub
64.	W	Cistus incanus ssp. Corsicus	no common name	Shrub
65.	W	Cistus salviifolius	Sageleaf Rockrose	Shrub
66.	W	Cistus x purpureus	Orchid Rockrose	Shrub
67.	W	Citrus species	Citrus	Tree
68.	o	Clarkia bottae	Showy Fairwell to Spring	Annual
69.	o	Cneoridium dumosum	Bushrue	Shrub
70.	o	Collinsia heterophyllia	Chinese Houses	Annual
71.	W o	Comarostaphylis diversifolia	Summer Holly	Shrub
72.	N	Convolvulus cneorum	Bush Morning Glory	Shrub
73.	W	Coprosma kirkii	Creeping Coprosma	Ground Cover/Shrub
74.	W	Coprosma pumila	Prostrate Coprosma	Low shrub
75.	o	Coreopsis californica	California Coreopsis	Annual
76.	W	Coreopsis lanceolata	Coreopsis	Ground Cover
77.	N	Corea pulchella	Australian Fuschia	Ground Cover
78.	W	Cotoneaster buxifolius	no common name	Shrub
79.	W	Cotoneaster congestus 'Likiang'	Likiang Cotoneaster	Ground Cover/Vine
80.	W	Cotoneaster aprneyi	no common name	Shrub
81.	X	Crassula lactea	no common name	Ground Cover
82.	X	Crassula multicaeva	no common name	Ground Cover
83.	X	Crassula ovata	Jade Tree	Shrub
84.	X	Crassula tetragona	no common name	Ground Cover
85.	W o	Croton californicus	California Croton	Ground Cover
86.	X	Delosperma 'alba'	White trailing Ice Plant	Ground Cover
87.	o	Dendromecon rigida	Bush Poppy	Shrub
88.	o	Dichelostemma capitatum	Blue Dicks	Herb
89.	N	Distinctis buccinatoria	Blood-Red Trumpet Vine	Vine/Climbing vine
90.	N	Dodonaea viscosa	Hopseed Bush	Shrub
91.	X	Drosanthemum floribundum	Rosea Ice Plant	Ground Cover
92.	X	Drosanthemum hispidum	no common name	Ground Cover
93.	X	Drosanthemum speciosus	Dewflower	Ground Cover
94.	o	Dudleya lanceolata	Lance-leaved Dudleya	Succulent
95.	o	Dudleya pulverulenta	Chalk Dudleya	Succulent
96.	W	Elaeagnus pungens	Silverberry	Shrub
97.	o	Encelia californica	California Encelia	Small Shrub
98.	o *	Epilobium canum [Zauschneria californica]	Hoary California Fuschia	Shrub
99.	o	Eriastrum Sapphirinum	Mojave Woolly Star	Annual
100.	N	Eriobotrya japonica	Loquat	Tree

	Code	Botanical Name	Common Name	Plant Form
101.	o	Eriodictyon trichocalyx	Yerba Santa	Shrub
102.	W o	Eriophyllum confertiflorum	no common name	Shrub
103.	W	Erythrina species	Coral Tree	Tree
104.	N	Escallonia species	Several varieties	Shrub
105.	W o	Eschscholzia californica	California Poppy	Flower
106.	X	Eschscholzia mexicana	Mexican Poppy	Herb
107.	N	Euonymus fortunei	Winter Creeper Euonymus	Ground Cover
108.	N	Feijoa sellowiana	Pineapple Guava	Shrub/Tree
109.	N	Fragaria chiloensis	Wild Strawberry/Sand Strawberry	Ground Cover
110.	o	Frankenia salina	Alkali Heath	Ground Cover
111.	W	Fremontodendron californicum	California Flannelbush	Shrub
112.	X	Gaillardia x grandiflora	Blanketflower	Ground Cover
113.	W	Galvezia speciosa	Bush Snapdragon	Shrub
114.	W	Garrya ellipta	Silktassel	Shrub
115.	X	Gazania hybrids	South African Daisy	Ground Cover
116.	X	Gazania rigens leucolaena	Training Gazania	Ground Cover
117.	o	Gilia capitata	Globe Gilia	Perennial
118.	W	Gilia leptantha	Showy Gilia	Perennial
119.	W	Gilia tricolor	Bird's Eyes	Perennial
120.	W	Ginkgo biloba	Maidenhair Tree	Tree
121.	o	Gnaphalium californicum	California Everlasting	Annual
122.	W	Grewia occidentalis	Starflower	Shrub
123.	o	Grindelia stricta	Gum Plant	Ground Cover
124.	N n	Hakea suaveolens	Sweet Hakea	Shrub
125.	W	Hardenbergia comptoniana	Lilac Vine	Shrub
126.	N	Heliathemum muutabile	Sunrose	Ground Cover/Shrub
127.	o	Helianthemum scoparium	Rush Rose	Shrub
128.	o	Heliotropium curassavicum	Salt Heliotrope	Ground Cover
129.	X	Helix Canariensis	English Ivy	Ground Cover
130.	W	Hesperaloe parviflora	Red Yucca	Perennial
131.	o n	Heteromeles arbutifolia	Toyon	Shrub
132.	X	Hypericum calycimum	Aaron's Beard	Shrub
133.	N	Iberis sempervirens	Edging Candytuft	Ground Cover
134.	N	Iberis umbellatum	Globe Candytuft	Ground Cover
135.	o	Isocoma menziesii	Coastal Goldenbush	Small Shrub
136.	o	Isomeris arborea	Bladderpod	Shrub
137.	W	Iva hayesiana	Poverty Weed	Ground Cover
138.	N	Juglans californica	California Black Walnut	Tree
139.	o	Juncus acutus	Spiny Rush	Perennial
140.	o	Keckiella antirrhinoides	Yellow Bush Penstemon	Subshrub
141.	o	Keckiella cordifolia	Heart Leaved Penstemon	Subshrub

	Code	Botanical Name	Common Name	Plant Form
142.	o	Keckiella ternata	Blue Stemmed Bush Penstemon	Subshrub
143.	W	Kniphofia uvaria	Red Hot Poker	Perennial
144.	W	Lagerstroemia indica	Crape Myrtle	Tree
145.	W	Lagunaria patersonii	Primrose Tree	Tree
146.	X	Lampranthus aurantiacus	Bush Ice Plant	Ground Cover
147.	X	Lampranthus filicaulis	Redondo Creeper	Ground Cover
148.	X	Lampranthus spectabilis	Trailing Ice Plant	Ground Cover
149.	W	Lantana camara cultivars	Yellow Sage	Shrub
150.	W	Lantana montevidensis	Trailing Lantana	Shrub
151.	o	Lasthenia californica	Dwarf Goldfields	Annual
152.	W	Lavandula dentata	French Lavender	Shrub
152.	W	Leptospermum laevigatum	Australian Tea Tree	Shrub
154.	W	Leucophyllum frutescens	Texas Ranger	Shrub
155.	o	Leymus condensatus	Giant Wild Rye	Large Grass
156.	N	Ligustrum japonicum	Texas privet	Shrub
157.	X	Limonium pectinatum	no common name	Ground Cover
158.	X	Limonium perezii	Sea Lavender	Shrub
159.	W n	Liquidambar styraciflua	American Sweet Gum	Tree
160.	W	Liriodendron tulipifera	Tulip Tree	Tree
161.	X	Lonicera japonica 'Halliana'	Hall's Japanese Honeysuckle	Vining Shrub
162.	o	Lonicera subspicata	Wild Honeysuckle	Vining Shrub
163.	X	Lotus corniculatus	Bird's Foot Trefoil	Ground Cover
164.	o	Lotus hermannii	Northern Woolly Lotus	Perennial
165.	o	Lotus scoparius	Deerweed	Shrub
166.	W	Lupinus arizonicus	Desert Lupine	Annual
167.	W	Lupinus benthamii	Spider Lupine	Annual
168.	o	Lupinus bicolor	Sky Lupine	Flowering annual
169.	o	Lupinus sparsiflorus	Loosely Flowered Annual Lupine or Coulter's Lupine	Annual
170.	W	Lyonothamnus floribundus ssp. Asplenifolius	Fernleaf Ironwood	Tree
171.	W	Macadamia integrifolia	Macadamia Nut	Tree
172.	W	Mahonia aquifolium 'Golden Abundance'	Golden Abundance Oregon Grape	Shrub
173.	W	Mahonia nevenii	Nevin Mahonia	Shrub
174.	o	Malacothamnus fasciculatus	Chapparal Mallow	Shrub
175.	X	Malephora luteola	Training Ice Plant	Ground Cover
176.	W	Maytenus boaria	Mayten Tree	Tree
177.	W	Melaleuca nesophila	Pink Melaleuca	Shrub
178.	N	Metrosideros excelsus	New Zealand Christmas Tree	Tree
179.	o *	Mimulus species	Monkeyflower	Flower
180.	o	Mirabilis californica	Wishbone Bush	Perennial
181.	N	Myoporum debile	no common name	Shrub

	Code	Botanical Name	Common Name	Plant Form
182.	W	Myoporum insulare	Boobyalla	Shrub
183.	W	Myoporum parvifolium	no common name	Ground Cover
184.	W	Myoporum 'Pacifcum'	no common name	Ground Cover
185.	o	Nassella (stipa) lepidra	Foothill Needlegrass	Ground Cover
186.	o	Nassella (stipa) pulchra	Purple Needlegrass	Ground Cover
187.	o	Nemophila menziesii	Baby Blue Eyes	Annual
188.	X	Nerium Oleander	Oleander	Shrub
189.	o	Nolina cismontana	Chapparal Nolina	Shrub
190.	N	Nolina species	Mexican Grasstree	Shrub
191.	W	Oenothera belandieri	Mexican Evening Primrose	Ground Cover
192.	N	Oenothera hookeri	California Evening Primrose	Flower
193.	W	Oenothera speciosa	Show Evening Primrose	Perennial
194.	X	Ophiopogon japonicus	Mondo Grass	Ground Cover
195.	o *	Opuntia littoralis	Prickly Pear	Cactus
196.	o *	Opuntia oricola	Oracle Cactus	Cactus
197.	o *	Opuntia prolifera	Coast Cholla	Cactus
198.	W	Osmanthus fragrans	Sweet Olive	Shrub
199.	X	Osteospermum fruticosum	Training African Daisy	Ground Cover
200.	X	Parkinsonia aculeata	Mexican Palo Verde	Tree
201.	W	Pelargonium peltatum	Ivy Geranium	Ground Cover
202.	X	Penstemon species	Beard Tongue	Shrub
203.	W	Photinia fraseria	no common name	Shrub
204.	W	Pistacia chinensis	Chinese Pistache	Tree
205.	X	Pittosporum undulatum	Victorian Box	Tree
206.	o	Plantago erecta	California Plantain	Annual
207.	**	Plantago insularis	Woolly Plantain	Annual
208.	X	Plantago sempervirens	Evergreen Plantain	Ground Cover
209.	W	Plantanus racemosa	California Sycamore	Tree
210.	W	Plumbago auriculata	Plumbago Cape	Shrub
211.	o	Populus fremontii	Western Cottonwood	Tree
212.	X	Portulacaria afra	Elephant's Food	Shrub
213.	o	Potentilla glandulosa	Sticky Cinquefoil	Subshrub
214.	X	Potentilla tabernaemontanii	Spring Cinquefoil	Ground Cover
215.	X	Prunus caroliniana	Carolina Cherry Laurel	Shrub/Tree
216.	o	Prunus ilicifolia ssp. Illicifolia	Holly Leafed Cherry	Shrub
217.	X	Prunus lyonii	Catalina Cherry	Shrub/Tree
218.	N	Punica granatum	Pomegranate	Shrub/Tree
219.	W	Puya species	Puya	Succulent/Shrub
220.	W	Pyracantha species	Firethorn	Shrub
221.	o	Quercus agrifolia	Coast Live Oak	Tree
222.	o n *	Quercus berberidifolia	California Scrub Oak	Shrub
223.	o n *	Quercus dumosa	Coastal Scrub Oak	Shrub

	Code	Botanical Name	Common Name	Plant Form
224.	X	<i>Quercus engelmannii</i>	Engelmann Oak	Tree
225.	X	<i>Quercus suber</i>	Cork Oak	Tree
226.	X	<i>Rhamnus alaternus</i>	Italian Buckthorn	Shrub
227.	o	<i>Rhamnus californica</i>	California Coffee Berry	Shrub
228.	o	<i>Rhamnus crocea</i>	Redberry	Shrub
229.	o	<i>Rhamnus crocea</i> ssp. <i>ilicifolia</i>	Hollyleaf Redberry	Shrub
230.	N	<i>Raphiolepis species</i>	Indian Hawthorne	Shrub
231.	o	<i>Rhus integrifolia</i>	Lemonade Berry	Shrub
232.	N	<i>Searsia Lancea</i>	African Sumac	Tree
233.	o n	<i>Rhus ovata</i>	Sugar bush	Shrub
234.	o	<i>Ribes aureum</i>	Golden Currant	Shrub
235.	o	<i>Ribes indecorum</i>	White Flowering Currant	Shrub
236.	o	<i>Ribes speciosum</i>	Fuschia Flowering Gooseberry	Shrub
237.	W	<i>Ribes viburnifolium</i>	Evergreen currant	Shrub
238.	o *	<i>Romneya coulteri</i>	Matilija Poppy	Shrub
239.	X	<i>Romneya coulteri</i> 'White Cloud'	White Cloud Matilija Poppy	Shrub
240.	W n	<i>Rosmarinus officinalis</i>	Rosemary	Shrub
241.	W n	<i>Salvia greggii</i>	Autums Sage	Shrub
242.	W n	<i>Salvia sonomensis</i>	Creeping Sage	Ground Cover
243.	o	<i>Sambucus mexicana</i>	Mexican Elderberry	Tree
244.	W	<i>Santolina chamaecyparissus</i>	Lavender Cotton	Ground Cover
245.	W	<i>Santolina virens</i>	Green Lavender Cotton	Shrub
246.	o	<i>Satureja chandleri</i>	San Miguel Savory	Perennial
247.	o	<i>Scirpis scutus</i>	Hard Stem Bulrush	Perennial
248.	o	<i>Scirpus californicus</i>	California Bulrush	Perennial
249.	X	<i>Sedum acre</i>	Goldmoss Sedum	Ground Cover
250.	X	<i>Sedum album</i>	Green Stonecrop	Ground Cover
251.	X	<i>Sedum confusum</i>	no common name	Ground Cover
252.	X	<i>Sedum lineare</i>	no common name	Ground Cover
253.	X	<i>Sedum x rubrotinctum</i>	Pork and Beans	Ground Cover
254.	X	<i>Senecio serpens</i>	no common name	Ground Cover
255.	o	<i>Sisyrinchium bellum</i>	Blue Eyed Grass	Ground Cover
256.	o	<i>Solanum douglasii</i>	Douglas Nightshade	Shrub
257.	o	<i>Solanum xantii</i>	Purple Nightshade	Perennial
258.	W	<i>Stenocarpus sinuatus</i>	Firewheel Tree	Tree
259.	W	<i>Strelitzia nicolai</i>	Giant Bird of Paradise	Perennial
260.	W	<i>Strelitzia reginae</i>	Bird of Paradise	Perennial
261.	o	<i>Symphoricarpos mollis</i>	Creeping Snowberry	Shrub
262.	W	<i>Tecoma stans</i> (<i>Stenolobium stans</i>)	Yellow Bells	Shrub/Small Tree
263.	X	<i>Tecomaria capensis</i>	Cape Honeysuckle	Ground Cover
264.	N	<i>Teucrium chamedrys</i>	Germander	Ground Cover
265.	N	<i>Thymus serpyllum</i>	Lemon Thyme	Ground Cover

	Code	Botanical Name	Common Name	Plant Form
266.	N	Trachelospermum jasminoides	Star Jasmine	Shrub
267.	o	Trichostema lanatum	Woolly Blue Curls	Shrub
268.	X	Trifolium hirtum 'Hyron'	Hyron Rose Clover	Ground Cover
269.	X	Trifolium fraserum 'O'Connor's'	O'Connor's Legume	Ground Cover
270.	o	Umbellularia californica	California Laurel	Tree
271.	o	Verbena lasiostachys	Western Vervain	Perennial
272.	N	Verbena peruviana	no common name	Ground Cover
273.	X	Verbena species	Verbena	Ground Cover
274.	X	Vinca minor	Dwarf Periwinkle	Ground Cover
275.	o	Vitis girdiana	Desert Wild Grape	Vine
276.	X	Vulpia myuros 'Zorro'	Zorro Annual Fescue	Grass
277.	W	Westringia fruticosa	no common name	Shrub
278.	W	Xanthorrhoea species	Grass Tree	Perennial, Accent shrub
279.	W	Xylosma congestum	Shiny Xylosma	Shrub
280.	X	Yucca Species	Yucca	Shrub
281.	o	Yucca whipplei	Yucca	Shrub

Approved Plant Palette Qualification Statements for Select Plant Species

2. **Acacia redolens desert carpet:** May be used in the furthest ½ of the “B” FMZ from the structure, and no closer than 25 feet from the edge of the zone nearest the structure. The plants may be planted with a minimum spacing at 10 feet on center, maximum spacing in meandering zones not to exceed a mature width of 24 feet and mature height of 24 inches. If acacia redolens desert carpet is used in the roadway protection zone, it shall be maintained at a minimum of 25 feet from the curb face. At the time of precise plan review, the mature spacing shall be accounted for.
42. **Bougainvillea spectabilis (procumbent varieties):** Procumbent to mounding varieties may be used in the mid “B” FMZ. The plants may be planted in groups at 6 feet on center spacing not to exceed eight plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
125. **Hakea suaveolens:** May be used in the mid “B” FMZ. The plants shall be used as single specimens with mature spacing between plants of 30 feet minimum.
132. **Heteromeles arbutifolia:** May be used in the mid to lower “B” FMZ. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
160. **Liquidambar styraciflua:** May be used in the mid “B” FMZ. The plant shall be used as single specimens with mature spacing between trees and a 30 foot minimum.
223. **Quercus berberdifolia:** Additional information may be required as directed by the OCFA unless approved on the plan as shown.
224. **Quercus dumosa:** May be used in the mid to lower “B” FMZ. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
234. **Rhus ovata & Rhus integrifolia:** May be used in the mid to lower “B” FMZ of inland areas only. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
241. **Rosmarinus officinalis:** When used as a ground cover, it shall be maintained at 2 feet in height. Additional information may be required as directed by the OCFA.
242. **Salvia greggii:** Additional information may be required as directed by the OCFA unless approved on the plan as shown.
243. **Salvia sonomensis:** May be used in the mid to upper “B” FMZ. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 15 foot minimum.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 25, 2022

TO: Mayor and Council Members

FROM: Larry Longenecker
Community Development Director

ISSUE: 2022 Building and Fire Codes Adoption

RECOMMENDATION: That the City Council take the following actions:

- 1) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 10 (Buildings And Construction) of the Laguna Hills Municipal Code and adopting by reference the 2022 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2022 California Building Code, the 2022 California Residential Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California Plumbing Code, the 2022 California Energy Code, the 2022 California Historical Building Code, the 2022 California Existing Building Code, the 2022 California Green Building Standards Code, and the 2022 California Referenced Standards Code, together with certain amendments, additions, and deletions thereto; and adopting by reference the 2021 International Property Maintenance Code."

 - 2) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and adopting by reference the 2022 Edition of the California Fire Code including Appendices B, BB, C, and CC, together with certain amendments, additions, and deletions thereto."

 - 3) Direct staff to place the Ordinances on the November 15, 2022, meeting agenda for a Public Hearing and second reading, and to publish the hearing notice.
-

SUMMARY:

Every three years the State of California Building Standards Commission updates the State's building and construction regulations to promote safe building construction, energy efficiency, and sustainability. These State regulations, published in Title 24 of the California Code of Regulations, are commonly referred to as the California Building Standards Code. Individual parts of the Title 24 California Building Standards Code include the following:

- California Administrative Code
- California Building Code
- California Residential Code
- California Electrical Code
- California Mechanical Code
- California Plumbing Code
- California Energy Code
- California Historical Building Code
- California Existing Building Code
- California Green Building Standards Code
- California Referenced Standards Code
- California Fire Code

The Building Standards Code establishes the minimum requirements for new construction. Staff also recommends adopting by reference the 2021 International Property Maintenance Code, providing requirements for continued use and maintenance of building elements, site conditions, swimming pools, plumbing, mechanical, electrical and fire protection systems in existing residential and nonresidential structures.

BACKGROUND:

This item represents the triennial code adoption to update the City's Building and Fire Codes. The State of California Health and Safety Code (Section 17958) mandates that the California Building Standards Commission adopt and publish the California Building Standards Code (California Code of Regulations, Title 24) every three years. The 2022 Edition of the California Building Standards Code ("State Codes") automatically becomes effective statewide on January 1, 2023. State law permits local jurisdictions to make

2022 Building and Fire Codes Adoption

October 25, 2022

Page 3

modifications, referred to as “local amendments”, that may be more, but in no event less, stringent than the requirements adopted by the State. To incorporate local amendments, jurisdictions must adopt the corresponding code and local amendments and make findings that the local amendments are reasonably necessary due to local climatic, geological or topographical conditions. The City has adopted local amendments during each of the prior triennial code adoption cycles, and local amendments must be re-adopted with each triennial code update.

Title 10 and Chapter 5-16 of the Laguna Hills Municipal Code (LHMC) contain the City’s Building and Fire Codes respectively. The proposed Ordinances would amend Title 10 and Chapter 5-16 of the LHMC by repealing references to prior editions of the Building and Fire Codes and replacing references with the newly established State Codes.

Proposed Local Amendments

Consistent with State Health and Safety Code Section 17958.5, City staff and the Orange County Fire Authority’s (OCFA) Fire Chief recommend local amendments to the 2022 State Codes. The proposed local amendments consist of administrative provisions to provide clarification for the implementation of the State Codes as well as technical provisions to customize the codes for local use. The proposed Ordinances contain the required findings for the local amendments in response to local climatic, geological or topographical conditions, and carry forward local amendments from the prior code adoption cycles including other minor amendments and clarifications.

The 2022 edition of the California Building Standards Code contains 12 separate parts. No action is recommended related to the California Administrative Code because this part contains no substantive building regulations applicable to the City mandating adoption by reference or local amendments. Table 1 (next page) lists each part of the Building Standards Code, the recommended action for this code adoption cycle, and its proposed location within the LHMC.

**Table 1-
 California Building Standards Code**

Code	Recommended Action	LHMC Chapter
Administrative Code	N/A	N/A
Building Code	Adopt with local amendments	10-28
Residential Code	Adopt with local amendments	10-32
Electrical Code	Adopt with no amendments	10-36
Mechanical Code	Adopt with no amendments	10-40
Plumbing Code	Adopt with no amendments	10-48
Energy Code	Adopt with no amendments	10-52
Historical Building Code	Adopt with no amendments	10-60
Existing Building Code	Adopt with no amendments	10-64
Green Building Standards Code	Adopt with no amendments	10-68
Referenced Standards Code	Adopt with no amendments	10-76
Fire Code	Adopt with local amendments	5-16

The above-referenced State codes are available in the Community Development Department for review as well as on line at the California Building Standards Commission website (www.bsc.ca.gov).

Building Codes Ordinance

Proposed Ordinance No. 2022-X (Attachment 1) has been prepared for City Council consideration to adopt the 2022 Building Standards Code with certain amendments, additions and deletions. A total of 37 amendments are proposed to the California Building Standards Code (16 Building Code Amendments, and 21 Residential Code Amendments). Several of the proposed amendments are administrative or procedural in nature and mostly ensure consistency with the standards previously adopted during the 2019 Code cycle. A summary of the proposed Building Codes amendments is listed in Attachment 3 of this report. Tables identifying each proposed amendment to the 2022 California Building Standards Code and the specific finding(s) supporting the amendments are included in the proposed Ordinance.

2022 Building and Fire Codes Adoption

October 25, 2022

Page 5

For this code adoption cycle, staff also recommends adopting by reference the 2021 International Property Maintenance Code, to be codified as LPMC Chapter 10-80. The Property Maintenance Code provides requirements for continued use and maintenance of building elements, site conditions, swimming pools, plumbing, mechanical, electrical and fire protection systems in existing residential and nonresidential structures. This section of Code provides tools for City staff, primarily the Building Official and Code Enforcement staff, to ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises.

Fire Code Ordinance

Proposed Ordinance No. 2022-x (Attachment 2) has been prepared for City Council consideration to adopt the 2022 California Fire Code with certain amendments, additions and deletions. A total of 60 amendments are proposed to the California Fire Code, as recommended by OCFA. Most of the 2022 Code cycle amendments provide further clarification for existing amendments already incorporated as part of the California Fire Code. A summary of OCFA's proposed Fire Code amendments are listed in Attachment 4. The attachment summarizes the proposed Fire Code amendments and identifies which amendments are being carried forward from the previous code adoption cycle, noted as "existing", and also identifies new, revised or deleted amendments. Tables identifying each proposed amendment to the 2022 California Fire Code and the specific finding(s) supporting the amendments are included in the proposed Ordinance.

CEQA FINDINGS:

The City Council finds that the proposed Ordinances are not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

ATTACHMENTS:

- Attachment 1 - Ord. No. 2022-X, Building Codes Update
- Attachment 2 - Ord. No. 2022-X, Fire Code Update
- Attachment 3 - Building Codes Amendment Summary
- Attachment 4 - Fire Code Amendment Summary

ORDINANCE NO. 2022-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2022 CALIFORNIA BUILDING CODE, THE 2022 CALIFORNIA RESIDENTIAL CODE, THE 2022 CALIFORNIA ELECTRICAL CODE, THE 2022 CALIFORNIA MECHANICAL CODE, THE 2022 CALIFORNIA PLUMBING CODE, THE 2022 CALIFORNIA ENERGY CODE, THE 2022 CALIFORNIA HISTORICAL BUILDING CODE, THE 2022 CALIFORNIA EXISTING BUILDING CODE, THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND THE 2022 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; AND ADOPTING BY REFERENCE THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.*, the City of Laguna Hills ("City") may adopt by reference the California Building Standards Code, 2022 Edition, as provided in Title 24 of the California Code of Regulations, and the 2021 International Property Maintenance Code; and

WHEREAS, the California Building Standards Commission recently adopted new amendments to the California Building Standards Code; and

WHEREAS, California Health & Safety Code Section 17958.5 *et seq.*, and 18941.5 authorize cities to modify the California Building Standards Code by adopting the same or modified requirements as are contained in the regulations adopted by the State pursuant to Health and Safety Code Section 17922, if such modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, based upon the recommendations of the Building Official, the City Council finds the proposed amendments to the 2022 California Building Standards Code set forth in this Ordinance, which are more restrictive than the standards adopted by the California Building Standards Commission, would decrease the potential incidence of property damage, injury, and death due to fires and earthquakes, and are reasonable and necessary to mitigate local climatic, geological, or topographical conditions; and

WHEREAS, on October 25, 2022, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November 8, 2022; and

WHEREAS, the City Council held a public hearing on November 8, 2022, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2022 California Building Standards Code as amended herein, as well as, the adoption of the 2021 International Property Maintenance Code; and

WHEREAS, the Community Development Department recommended that changes and modifications be made to the codes and have advised that certain said changes and modifications to the California Building Code, 2022 Edition, and the California Residential Code, 2022 Edition, are reasonably necessary due to local conditions in the City of Laguna Hills and have further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the codes or are reasonably necessary to safeguard life and property within the City of Laguna Hills; and

WHEREAS, amendments related to life and fire safety contained in Table 1505.1, Sections 1505.1.2, 1807.1.6, 3109.2 of the 2022 Edition of the California Building Code, and Table R301.2, Sections R902.1, R902.1.3, R902.2, and Appendix AX of the 2022 Edition of the California Residential Code as recommended by the Community Development Department are hereby found to be reasonably necessary due to the local conditions described in Section 1 of this Ordinance, below; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. Findings. The City Council hereby finds that the amendments to the 2022 California Building Code and 2022 California Residential Code are reasonably necessary because of local climatic, geological, or topographic conditions, and adopts the findings provided below to support the modifications to the 2022 California Building Code and 2022 California Residential Code.

I. Climatic Conditions

- A. Orange County and the City of Laguna Hills are located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add

to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles greatly impact the response time to reach an incident scene. This necessitates the need for an increased level of fire protection. This added protection will supplement normal fire department response available and provide immediate protection for life and safety during fire occurrences.

- B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County. This necessitates the need for additional fire protection features.
- C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. Due to storage capacities and consumption, and a limited amount of rainfall, particularly during extended periods of drought, future water allocation is not fully dependable. This necessitates the need for additional fire protection features.
- D. Dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing, including fuels such as wood shingles, or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.
- E. The warm, dry climate is conducive to swimming pools which creates a higher probability of child drowning where pools are unprotected, necessitating the need for additional fire protection features.

II. Topographical Conditions

- A. Natural slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County are built and will continue to build. With much of the populated flatlands already built upon, future growth will likely occur on steep slopes and with greater constraints in terrain.
- B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.
- C. Topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to

provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

- A. The Orange County region is a densely populated area in a high seismically active area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault. Located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.
- B. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."
- C. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable.
- D. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.
- E. Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources

available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority

Additional amendments have been made to the 2022 California Building Standards Code. Such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such codes. The changes made include provisions making each of said codes compatible with other codes enforced by the City.

The findings above are applicable to amendments to the 2022 California Building Code and 2022 California Residential Code as follows:

Code Section

Chap 1, Div II
Table 1505.1 CBC
1505.1.2 CBC
1807.1.6 CBC
3109.2 CBC
Table R301.2 CRC
R902.1 CRC
R902.1.3 CRC
R902.2 CRC
Appendix AX CRC

Findings in Section 1

Administrative
1-A,D, 3-A,B,C,D,E
1-A,D, 3- A,B,C,D,E
3-A
1-E, 3-B,C
Administrative
1-A,D, 3- A,B,C,D,E
1-1,2, 3- A,B,C,D,E
1-1,2, 3- A,B,C,D,E
1-E, 3-B,C

SECTION 2. Chapter 10-28 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-28
BUILDING CODE**

10-28.010 Adoption of the California Building Code.

The California Building Code, 2022 Edition, including Chapter 1, Division II, based on the 2021 Edition of the International Building Code as published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Building Code of the City of Laguna Hills, regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-28.030 Amendments to the California Building Code.

Chapter 1, Division II – Scope and Administration.

Section 101.1, Title, is revised to read as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Laguna Hills, hereinafter referred to as “this code.”

Section 101.4, Referenced codes, is hereby revised to read as follows:

101.4. Referenced codes. The California Codes specified in Sections 101.1.1 through 101.4.7 and referenced elsewhere in this code shall be understood to mean and refer to those codes as adopted and amended by the City of Laguna Hills and set forth in Title 10 Buildings and Construction of the Laguna Hills Municipal Code.

Section 105.2, Work exempt from permit, is revised to read as follows:

(a) Section 105.2, Building exemption 2, is revised to read as follows:

2. Fences not over 6 feet (2134 mm) high.

(b) Section 105.2, Building exemption 9, is revised to read as follows:

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 18 inches (457.2 mm) deep, do not exceed 5,000 gallons (18,927.059L) and are installed entirely above ground.

Section 113.1, General, is revised to read as follows:

113.1 General. Board of Appeals when used in the Building Standards Codes shall mean the City Council/Planning Agency. The Board of Appeals is hereby established for each of the Building Standards Codes. Depending on the subject of the appeal, specialized expertise may be solicited for the purpose of providing input to the Board of Appeals.

Chapter 15 – Roof Assemblies and Rooftop Structures.

Table 1505.1 is revised to read as follows:

TABLE 1505.1^a
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	A	A	A

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m².

a. Unless otherwise required in accordance with Chapter 7A.

Section 1505.1.2, Roof coverings within all other areas, is revised to read as follows:

1505.1.2 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

Chapter 18 – Soils and Foundations.

Section 1807.1.6, Prescriptive design of concrete and masonry foundation walls, is revised to read as follows:

1807.1.6 Prescriptive design of concrete and masonry foundation walls. Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D₂, or E.

Chapter 31 – Special Construction.

Section 3109.2, California swimming pool safety act (statewide) is revised to read as follows:

3109.2 California swimming pool safety act (statewide).

115922 (a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa, at a private, single-family home the respective swimming pool or spa shall be equipped with item #1 and at least one additional of the following seven drowning prevention safety features:

1. An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the single-family structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in item #4 or #5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature.
2. Removable mesh pool fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device. The mesh fencing setback shall be not less than 20 inches from the water's edge.
3. An approved safety pool cover, as defined in subdivision (d) of Section 115921.
4. Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as repeating notification that "the door to the pool is open".
5. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches (1372mm) above the floor on the private single-family home's doors providing direct access to the pool or spa.
6. An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. These pool alarms shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms" which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning safety prevention feature.
7. Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and have been independently verified by an approved testing laboratory as meeting standards for those devices established by the ASTM or the American Society of Testing Mechanical Engineers (ASME).

Prior to the issuance of any final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention devices required by this act and if no violations are found, shall give final approval.

SECTION 3. Chapter 10-32 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-32 RESIDENTIAL CODE

10-32.010 Adoption of the California Residential Code.

The California Residential Code, 2022 Edition, based on the 2021 International Residential Code as published by the International Code Council together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Residential Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-32.020 Amendments to the Residential Code.

Chapter 3 – Building Planning.

Table R301.2 is revised to read as follows:

TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground snow load ^d	WIND DESIGN				Seismic design category ^f	SUBJECT TO DAMAGE FROM			Ice barrier underlayment required ^h	Flood hazards ^g	Air freezing index ⁱ	Mean annual temp ^j
	Speed ^d (mph)	Topo. effects ^k	Special wind region ^l	Windborne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c				
Zero	95	No	No	No	D ₂ or E	Negligible	12-24"	Very Heavy	No	Yes/No	0	60

Chapter 9 – Roof Assemblies.

Section R902.1, Roof covering materials, is revised to read as follows:

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A roofing shall be installed in areas designated by this section. Class A roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

Section R902.1.2, Roof coverings in all other areas, is revised to read as follows

R902.1.2 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

Section R902.2, Fire-retardant-treated shingles and shakes, is revised to read as follows:

R902.2 Fire-retardant-treated shingles and shakes. Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A roofs.

(The remainder of this section is unchanged)

Appendix AX – Swimming Pool Safety Act.

Section 115922 is revised to read as follows:

115922.

(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with an enclosure as specified in item (1) below AND at least one of the following additional drowning prevention safety features:

- (1) An enclosure that meets the requirements of Section 115923 and isolates the swimming pool and spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in Section 115922 (a) (4) or (5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

(The remainder of this section is unchanged)

SECTION 4. Chapter 10-36 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-36
ELECTRICAL CODE**

10-36.010 Adoption of the California Electrical Code.

The California Electrical Code, 2022 Edition, based on the 2020 National Electrical Code as published by the National Fire Protection Association, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Electrical Code of the City of Laguna Hills, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 5. Chapter 10-40 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-40
MECHANICAL CODE**

10-40.010 Adoption of the California Mechanical Code.

The California Mechanical Code, 2022 Edition, based on the 2021 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Mechanical Code of the City of Laguna Hills, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 6. Chapter 10-48 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-48
PLUMBING CODE**

10-48.010 Adoption of the California Plumbing Code.

The California Plumbing Code, 2022 Edition, based on the 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as

the Plumbing Code of the City of Laguna Hills, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 7. Chapter 10-52 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-52
ENERGY CODE**

10-52.010 Adoption of the California Energy Code.

The California Energy Code, 2022 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Energy Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 8. Chapter 10-60 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-60
HISTORICAL BUILDING CODE**

10-60.010 Adoption of the California Historical Building Code.

The California Historical Building Code, 2022 Edition, as published by the International Code Council is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills Historical Building Code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 9. Chapter 10-64 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-64 EXISTING BUILDING CODE

10-64.010 Adoption of the California Existing Building Code.

The California Existing Building Code, 2022 Edition, based on the 2019 International Existing Building Code as published by the International Code Council is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills Existing Building Code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 10. Chapter 10-68 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-68 GREEN BUILDING STANDARDS CODE

10-68.010 Adoption of the California Green Building Standards Code.

The California Green Building Standards Code, 2022 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Green Building Standards Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 11. Chapter 10-76 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-76 REFERENCED STANDARDS CODE

10-76.010 Adoption of the California Referenced Standards Code.

The California Referenced Standards Code, 2022 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the referenced standards code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 12. Chapter 10-80 of the Laguna Hills Municipal Code is hereby added to read as follows:

**Chapter 10-80
INTERNATIONAL PROPERTY MAINTENANCE CODE**

10-80.010 Adoption of the International Property Maintenance Code.

The 2021 International Property Maintenance Code, as published by the International Code Council, is hereby adopted and incorporated by reference, as if set forth at length herein, as the property maintenance code of the City of Laguna Hills regulating. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 13. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably

PASSED, APPROVED, AND ADOPTED this xx day of November 2022.

DAVE WHEELER, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2022-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 25th day of October 2022, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the Xth day of November 2022, by the following vote, to wit:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

JENNIFER LEE, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2022-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2022 CALIFORNIA BUILDING CODE, THE 2022 CALIFORNIA RESIDENTIAL CODE, THE 2022 CALIFORNIA ELECTRICAL CODE, THE 2022 CALIFORNIA MECHANICAL CODE, THE 2022 CALIFORNIA PLUMBING CODE, THE 2022 CALIFORNIA ENERGY CODE, THE 2022 CALIFORNIA HISTORICAL BUILDING CODE, THE 2022 CALIFORNIA EXISTING BUILDING CODE, THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND THE 2022 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; AND ADOPTING BY REFERENCE THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE

on the Xth day of October 2022, and on the Xth day of November 2022, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the Xth day of October 2022, and the Xth day of November 2022 caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

JENNIFER LEE, CITY CLERK
Laguna Hills, California

ORDINANCE NO. 2022-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 5-16 (FIRE CODE) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, AND CC, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Laguna Hills ("City") may adopt by reference the 2022 California Fire Code, based on the International Fire Code, 2021 Edition (including appendices), published by the International Code Council (ICC), as adopted by the State of California as Title 24, Part 9, of the California Code of Regulations; and

WHEREAS, California Health & Safety Code Section 17958.5 authorizes cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic or geologic conditions; and

WHEREAS, the City desires to adopt the 2022 California Fire Code including Appendices B, BB, C, and CC, based on the International Fire Code, 2021 Edition, published by International Code Council (ICC), as set forth in Title 24, Part 9 of the California Code of Regulations ("Fire Code") with necessary amendments to assure the Code is tailored to the particular fire protection needs of the City as required by local climatic, topographic and geologic conditions and assure that a maximum level of fire protection is provided to residents, businesses and other occupants; and

WHEREAS, on October 25, 2022, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November xx, 2022; and

WHEREAS, the City Council held a public hearing on November xx, 2022, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2022 California Building Standards Code as amended herein; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. Findings. The City Council hereby finds that the proposed amendments to the 2022 California Fire Code are reasonably necessary because of local climatic, geologic or topographic conditions, and adopts the findings provided below to support the modifications to the 2022 California Fire Code.

I. Climatic Conditions

A. Orange County is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical Conditions

A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5-minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

D. Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

2022 California Fire Code Amendment Findings Legend

CODE SECTION	TITLE (Clarification)	FINDINGS
112.4	Violation penalties	Administrative
110.4.2	Infraction & Misdemeanor	Administrative
202	General definitions	Administrative
304.1.2	OCFA Vegetation Management	I
305.6	Hazardous conditions	I & II
305.7	Disposal of rubbish	I & II
307	Open burning, recreational fires, fire pits, fire rings, and outdoor fireplaces	Administrative
307.6	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
307.6.1	Gas-fueled devices	I & II
307.6.2	Devices using wood or fuels other than natural gas or LPG	I & II
307.6.2.1	Where prohibited	I & II
324	Fuel modification requirements for new construction	I
325	Clearance of brush or vegetation growth from roadways	I
326	Unusual circumstances	Administrative
327	Use of equipment	I
327.1	Use of equipment and devices generating heat, sparks or open flames	I
324.2	Spark arresters	I
407.5	Hazardous material inventory statement	I & II
501.1	Scope	Administrative, I, II & III

510.1	Emergency responder radio coverage	Administrative
903.2	Where required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
2801.2	Permit	Administrative
2808.2	Storage site	Administrative
2808.3	Size of piles	I
2808.4	Pile separation	I
2808.7	Pile fire protection	I
2808.9	Material-handling equipment	I
2808.11	Temperature control	I
2808.11.1	Pile temperature control	I
2808.11.2	New material temperature control	I
2808.12	Water availability for piles	I
2808.13	Tipping area	I
2808.14	Emergency contact	Administrative
2808.15	Maximum Grid of Piles and Rows	I
2808.16	Push-out/Clear area	I
4903.3	Fuel modification requirements for new construction	I
5001.5.2	Hazardous materials inventory statement	Administrative
5003.1.1.1	Extremely hazardous substances	I & III
5608.2	Retail fireworks	Administrative
5608.3	Application for permit	Administrative
Chapter	Reference Standards	N/A

80		
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

SECTION 2 Chapter 5-16 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 5-16 FIRE CODE

5-16.010 Adoption of the California Fire Code

The 2022 California Fire Code, including Appendices B, BB, C, and CC, based on the International Fire Code, 2019 Edition, published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Fire Code of the City of Laguna Hills for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosions. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

5-16.020 Enforcement and inspections.

The Fire Code of the City of Laguna Hills shall be enforced by the Orange County Fire Authority, which shall be operated under the Director of Fire Services of the Orange County Fire Authority. The Director of Fire Services of the Fire Authority may detail such members of the Fire Authority as inspectors as shall be necessary from time to time.

5-16.030 Amendments to the California Fire Code.

Chapter 1, Division II – Scope and Administration is adopted in its entirety, with the following amendments:

Section 112.4, Violation penalties, is hereby revised to read as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation

of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 112.4.2, Infraction and misdemeanor, is hereby added to read as follows:

112.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Chapter 2 – Definitions is adopted in its entirety as amended by SFM with the following amendments:

Sections 202, General Definitions, is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

OCFA. Orange County Fire Authority, authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 – General Requirements is adopted in its entirety with the exception of Sections 308.1.4, 311.5 through 311.5.5, 318, and 319, and with the following amendments:

Section 304.1.2, Vegetation, is hereby revised to read as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 “Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program.”

Section 305.6, Hazardous Conditions, is hereby added to read as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. when predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. when an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7, Disposal of rubbish, is hereby added to read as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307, Open Burning, Recreational Fires and Portable Outdoor Fireplaces, is hereby revised to read as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES

Section 307.6, Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies, is hereby added to read as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1, Gas-fueled devices, is hereby added to read as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2, Devices using wood or fuels other than natural gas or liquefied-petroleum gas, is hereby added to read as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces burning wood or other solid fuel shall

be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1, Where prohibited, is hereby added to read as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324, Fuel Modification Requirements for New Construction, is hereby added to read as follows:

324 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 325, Clearance of brush or vegetation growth from roadways, is hereby added to read as follows:

325 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for

vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326, Unusual circumstances, is hereby added to read as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327, Use of equipment, is hereby added to read as follows:

327 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 327.1, Use of equipment and devices generating heat, sparks or open flames is hereby added to read as follows:

327.1 Use of equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent

to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30-foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.2, Spark arresters, is hereby added to read as follows:

327.2 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Chapter 4 – Emergency Planning and Preparedness is adopted with only those sections and subsections adopted by SFM with the following amendment.

Section 407.5, Hazardous Materials Inventory Statement, is revised to read as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall OCFA's Chemical Classification Guideline in accordance with Section 5001.5.2.

Chapter 5 – Fire Service Features is adopted in its entirety as amended by SFM with the following amendments:

Section 501.1, Scope, is revised to read as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1, Emergency responder radio coverage in new buildings, is revised to read as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
 - a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
 - b. Elevators.
 - c. Structures that meet all of the following:
 - i. Three stories or less, and
 - ii. Do not have subterranean storage or parking, and
 - iii. Do not exceed 50,000 square feet on any single story.
 - d. Structures that meet all of the following:
 - i. Residential structures four stories or less, and
 - ii. Constructed of wood, and
 - iii. Do not have subterranean storage or parking, and
 - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Chapter 6– Building Services and Systems is adopted in its entirety as amended by SFM.

Chapter 7 – Fire and Smoke Protection Features is adopted in its entirety as amended by SFM.

Chapter 8 – Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by SFM.

Chapter 9 – Fire Protection and Life Safety Systems is adopted in its entirety as amended by SFM with the following amendments:

Section 903.2, Where required, is hereby revised to read as follows:

903.2 Where required. Approved automatic fire sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2., an automatic fire sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.

1. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic fire sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
 - b. When an addition exceeds 2000 square feet, and the resulting building area exceeds 5000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8, Group R, is hereby revised to read as follows:

903.2.8 Group R. An automatic fire sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

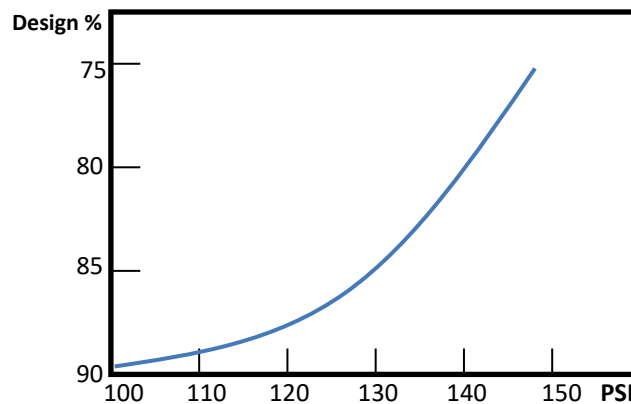
1. **New Buildings:** An automatic fire sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic fire sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When the floor area of alterations within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet; or
 - b. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Section 903.3.5.3, Hydraulically calculated systems, is hereby added to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 10 – Means of Egress is adopted in its entirety as amended by SFM.

Chapter 11 – Construction Requirements for Existing Buildings. Adopt only those sections and subsections adopted by SFM.

Chapter 12 – Energy Systems is adopted in its entirety as amended by SFM.

Chapter 20 – Aviation Facilities is adopted in its entirety.

Chapter 21 – Dry Cleaning is adopted in its entirety as amended by SFM.

Chapter 22 – Combustible Dust-Producing Operations is adopted in its entirety as amended by SFM.

Chapter 23 – Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by SFM.

Chapter 24 – Flammable Finishes is adopted in its entirety as amended by SFM.

Chapter 25 – Fruit and Crop Ripening is not adopted.

Chapter 26 – Fumigation and Insecticidal Fogging is not adopted.

Chapter 27 – Semiconductor Fabrication Facilities is adopted in its entirety.

Chapter 28 – Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2, Permit, is hereby revised to read as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2, Storage site, is hereby revised to read as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned, and approval obtained from the fire code official before transferring products to the site.

Section 2808.3, Size of piles, is hereby revised to read as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified, and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4, Pile Separation, is hereby revised to read as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7, Pile fire protection, is hereby revised to read as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9, Material-handling equipment, is hereby revised to read as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11, Temperature control, is hereby added to read as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1, Pile temperature control, is hereby added to read as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2, New material temperature control, is hereby added to read as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12, Water availability, is hereby added to read as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2-hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13, Tipping area, is hereby added to read as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20-foot-wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14, Emergency Contact, is hereby added to read as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15, Maximum Grid of Piles and Rows, is hereby added to read as follows:

2808.15 Maximum Grid of Piles and Rows, Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

2808.16, Push-out / Clear area, is hereby added as follows:

2808.16 Push-out / Clear Area, Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building.

Chapter 29 – Manufacture of Organic Coatings is adopted in its entirety.

Chapter 30 – Industrial Ovens is adopted in its entirety.

Chapter 31 – Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by SFM.

Chapter 32 – High-Piled Combustible Storage is adopted in its entirety as amended by SFM.

Chapter 33 – Fire Safety During

Chapter 34 – Tire Rebuilding and Tire Storage is adopted in its entirety as amended by SFM.

Chapter 35 – Welding and Other Hot Work is adopted in its entirety.

Chapter 36 – Marinas is adopted in its entirety.

Chapter 37 – Combustible Fibers is adopted in its entirety.

Chapter 39 – Processing and Extraction Facilities is adopted in its entirety.

Chapter 40 – Storage of Distilled Spirits and Wines is adopted in its entirety.

Chapter 48 – Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

Chapter 49 – Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendment:

Section 4903.3, Fuel Modification Plans, is hereby added to read as follows:

4903.3 Fuel Modification Plans. Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

Chapter 50 – Hazardous Materials – General Provisions is adopted in its entirety as amended by SFM with the following amendments.

Section 5001.5.2, Hazardous Materials Inventory Statement (HMIS), is hereby revised to read as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include. Orange County Fire Authority’s—Chemical Classification Guideline, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

Section 5003.1.1.1, Extremely Hazardous Substances, is hereby added to read as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51 – Aerosols is adopted in its entirety.

Chapter 53 – Compressed Gases is adopted in its entirety.

Chapter 54 – Corrosive materials is adopted in its entirety as amended by SFM.

Chapter 55 – Cryogenic Fluids is adopted in its entirety.

Chapter 56 – Explosives and Fireworks is adopted in its entirety as amended by SFM with the following amendments:

Section 5608.2, Firing, is hereby added to read as follows:

5608.2 Firing. All fireworks display, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3, Application for Permit, is hereby added to read as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57 – Flammable and Combustible Liquids. is adopted as amended by SFM.

Chapter 58 – Flammable Gases and Flammable Cryogenic Fluids is adopted as amended by SFM.

Chapter 59 – Flammable Solids is adopted in its entirety.

Chapter 60 – Highly Toxic and Toxic Materials is adopted in its entirety.

Chapter 61 – Liquefied Petroleum Gases is adopted in its entirety.

Chapter 62 – Organic Peroxides is adopted in its entirety.

Chapter 63 – Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Chapter 64 – Pyrophoric Materials is adopted in its entirety.

Chapter 65 – Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

Chapter 66 – Unstable (Reactive) Materials is adopted in its entirety.

Chapter 67 – Water-Reactive Solids and Liquids is adopted in its entirety.

Chapter 80 – Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2022 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised to read as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire

code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised to read as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised to read as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

NFPA 13D 2022 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems is hereby amended to read as follows:

Section 7.3.1.1 is hereby deleted in its entirety.

NFPA 24, 2019 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended to read as follows:

Section 6.2.8.1 is hereby added to read as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby amended to read as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

1. A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added to read as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added to read as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby added to read as follows:

10.4.3.2. Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Appendices

Appendix A is deleted in its entirety.

Appendix B is adopted in its entirety.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety.

Appendix CC is adopted in its entirety.

Appendix D is deleted in its entirety.

Appendix E is deleted in its entirety.

Appendix F is deleted in its entirety.

Appendix G is deleted in its entirety.

Appendix H is deleted in its entirety.

Appendix I is deleted in its entirety.

Appendix J is deleted in its entirety.

Appendix K is deleted in its entirety.

Appendix L is deleted in its entirety.

Appendix M is deleted in its entirety.

Appendix N is deleted in its entirety.

Appendix O is deleted in its entirety.

SECTION 3. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and cause a summary thereof to be published within (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this xx day of November 2022.

DAVE WHEELER, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2022-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 25th day of October 2022, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the Xth day of November 2022, by the following vote, to wit:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

JENNIFER LEE, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2022-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 5-16 (FIRE CODE) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, AND CC, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

on the Xth day of October 2022, and on the Xth day of November 2022, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the Xth day of October 2022, and the Xth day of November 2022 caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

JENNIFER LEE, CITY CLERK
Laguna Hills, California

EXHIBIT "A"

Guideline B-01

Fire Master Plans for Commercial & Residential Development

Orange County Fire Authority
Community Risk Reduction

1 Fire Authority Road, Building A, Irvine, CA 92602 www.ocfa.org 714-573-6100

Fire Master Plans for Commercial & Residential Development



Guideline B-01

Serving the Cities of Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods
Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano
Seal Beach • Santa Ana • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

Fire Master Plans for Commercial & Residential Development

TABLE OF CONTENTS

TABLE OF CONTENTS	2
PURPOSE.....	3
SCOPE.....	3
HOW TO USE THIS GUIDELINE.....	3
SECTION 1: SUBMITTAL REQUIREMENTS	3
SECTION 2: FIRE LANES	4
SECTION 3: FIRE LANE IDENTIFICATION	9
SECTION 4: PREMISES IDENTIFICATION	14
SECTION 5: HYDRANT AND WATER AVAILABILITY REQUIREMENTS	15
SECTION 6: ACCESS TO STRUCTURES	19
ATTACHMENTS	24
Attachment 1 - Fire Master Plan Submittal Checklist.....	24
Attachment 2 – CVC, Fire Lane Parking Violations	25
Attachment 3 – Hydrant Quantity and Spacing in OCFA Jurisdiction	26
Attachment 4 – Minimum Required Fire Flow and Flow Duration.....	27
Attachment 5 – Definitions.....	28
Attachment 6 - Apparatus Data for Swept Path Analysis.....	29
APPENDIX A - ACCESS DURING CONSTRUCTION	30
APPENDIX B – GATES AND BARRIERS.....	33
APPENDIX B, ATTACHMENT 1 - OCFA Notes for Electric Vehicle Gates	39
APPENDIX C - RESIDENTIAL AND TRACT DEVELOPMENTS	40
APPENDIX C, ATTACHMENT 1 – Residential Site Plan Checklist.....	44
APPENDIX C, ATTACHMENT 2 - Sample Parking Enforcement Letter.....	45

Fire Master Plans for Commercial & Residential Development

PURPOSE

The effectiveness of emergency response and firefighting operations is directly related to the proper installation and maintenance of fire access roadways, proper location of hydrants, adequate water supply, and access to buildings and facilities. This document is a general guideline pertaining to the creation and maintenance of fire department access roadways, access walkways to and around buildings, and hydrant quantity and placement as required by the 2022 California Fire and Building Codes (also known as CFC and CBC, respectively) and as amended by local ordinance.

SCOPE

This guideline applies to fire apparatus access roads which provide access to new, reconstructed, relocated residential or commercial structures, developments, and facilities.

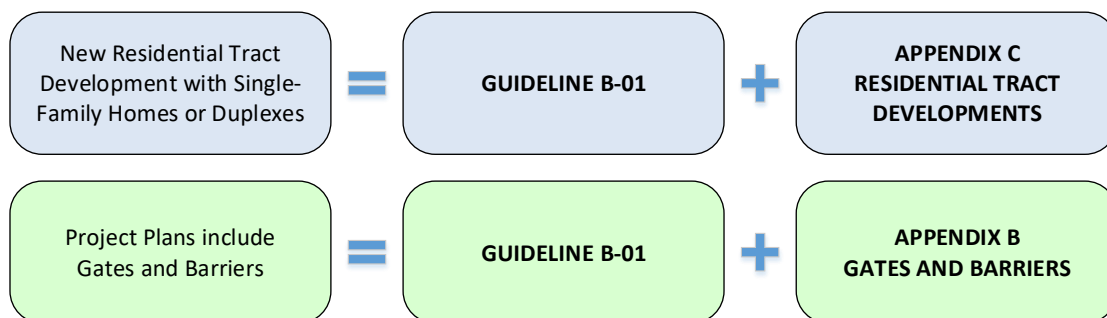
Note: In addition to the requirements of OCFA Guideline B-01, for buildings and facilities located within State Responsibility Area (SRA) or the Very High Fire Hazard Severity Zones (VHFHSZ) in the Local Responsibility Area (LRA), refer to California Code of Regulations (CCR) Title 14 from CA Board of Forestry & Fire Protection site: <https://bof.fire.ca.gov/>.

HOW TO USE THIS GUIDELINE

The guideline consists of two main parts: Guideline B-01 and a series of lettered appendices: Appendix A, B, and C. The first part, Guideline B-01, provides instructions on how to prepare and submit a generic Fire Master Plan. The second part, the appendices to Guideline B-01, contain additional information that may be applicable based on the type of project submission.

To prepare a Fire Master Plan, provide the information and comply with the requirements in both B-01 and all pertinent appendices.

Example:



SECTION 1: SUBMITTAL REQUIREMENTS

- 1. Universal Submittal Requirements** - Refer to Guideline A-02 from OCFA Planning and Development website (www.ocfa.org). Complete the Fire Master Plan Submittal Checklist (Attachment 1) and verify that basic project information has been provided and that general access and water requirements have been addressed on the plan.

SECTION 2: FIRE LANES

2. **Fire Lanes** - On-site private fire lanes shall be provided for every facility or building when any portion of an exterior wall of the first story is located more than 150 feet from a public roadway, as measured along an approved route. Extenuating circumstances, increased hazards, and additional fire safety features may affect these requirements.

2.1. **Loading** – Fire lanes shall be designed, constructed, and maintained to provide all-weather driving capabilities and support the imposed load of 94,000-pound fire apparatus with weight distributed as follows:

- No more than 32,000-pounds per axle.
- Bridges and underground vaults, culverts, and other features beneath fire access roadways shall be designed, at a minimum, to the AASHTO H-17 standard.
- A letter or statement, signed by a registered engineer, shall be provided on the plans certifying that any new roadway meets these loading and all-weather criteria. Natural or artificial turf products, and road base without an approved topping material does not satisfy the all-weather requirement and may not be approved.

2.2. **Number Required** - One fire lane is required if any portion of an exterior wall of the first story of a building is located more than 150 feet from a fire lane. The hose pull distance is to be measured by an approved route around the exterior of the building.

EXCEPTION: Hose-pull distance to the most remote exterior portion of a detached single-family home or duplex or related accessory structure (e.g., pool house, casita, garage, workshop, barn, etc.) may be up to 300 feet when protected throughout by a fire sprinkler system or as approved by the fire code official.

EXCEPTION: When approved by the fire code official, this distance may be increased up to 300 feet for open parking garages that comply with the following:

The structure is protected throughout with an NFPA 13 sprinkler system, or the structure meets the below requirements:

- Two stairways, both directly accessible from the exterior.
- Both stairways provide direct access to all tiers of the parking structure.
- Both stairways are equipped with Class I Wet Standpipe Outlets at each floor or intermediate landing.
- Access to both stairways is within 40-feet walking distance from a fire lane.
- The stairways are sufficiently separated from each other and located in a manner that facilitates firefighting operations within the structure, as determined by the fire code official.

2.2.1. More than one fire lane is required when access to a single road may be insufficient due to the following: terrain, location, travel distance, potential fire, life-safety hazards, vehicle congestion, railways, weather condition that may impair single-entry point, or other factors that could limit access. Supplementary access points shall be located to facilitate evacuation and emergency operations and minimize congestion or obstruction during an emergency incident. At least two of

the access points shall be separated by a distance of at least one-half of the longest dimension, as measured between the two points of the development that are furthest from one another, when any of the following conditions exist.

- A minimum of two vehicle access points is required for any area containing 150 or more residential dwelling units, including new and existing dwelling units.
- A minimum of two vehicle access points is required for any multi-family residential structure containing 200 or more dwelling units. Each entry point shall provide access to at least one of two (or more) required vehicle laddering areas. Laddering areas shall be remotely located on at least two sides of the structure in locations that facilitate fire department access to the roof as well as interior firefighting.
- A secondary access point is required for commercial projects with a cumulative building area of more than 124,000 square feet.

2.3. **Location** - For purposes of determining the suitability of public roads and private roads for staging fire apparatus and facilitating fire suppression operations for a particular structure, the following criteria shall apply:

2.3.1. The edge of fire access roadways serving two and three-story buildings should be located no closer than 10 to 30 feet from the building. The edge of fire lanes serving structures four or more stories in height shall be located between 20 to 40 feet from the building. The setback is measured from the face of the building to the top edge of the curb face or rolled curb flow line nearest the building. The distance and the amount of fire lane serving the structure that is required to meet these criteria are a function of overall building height, construction, presence of openings, and other potential hazards and considerations.

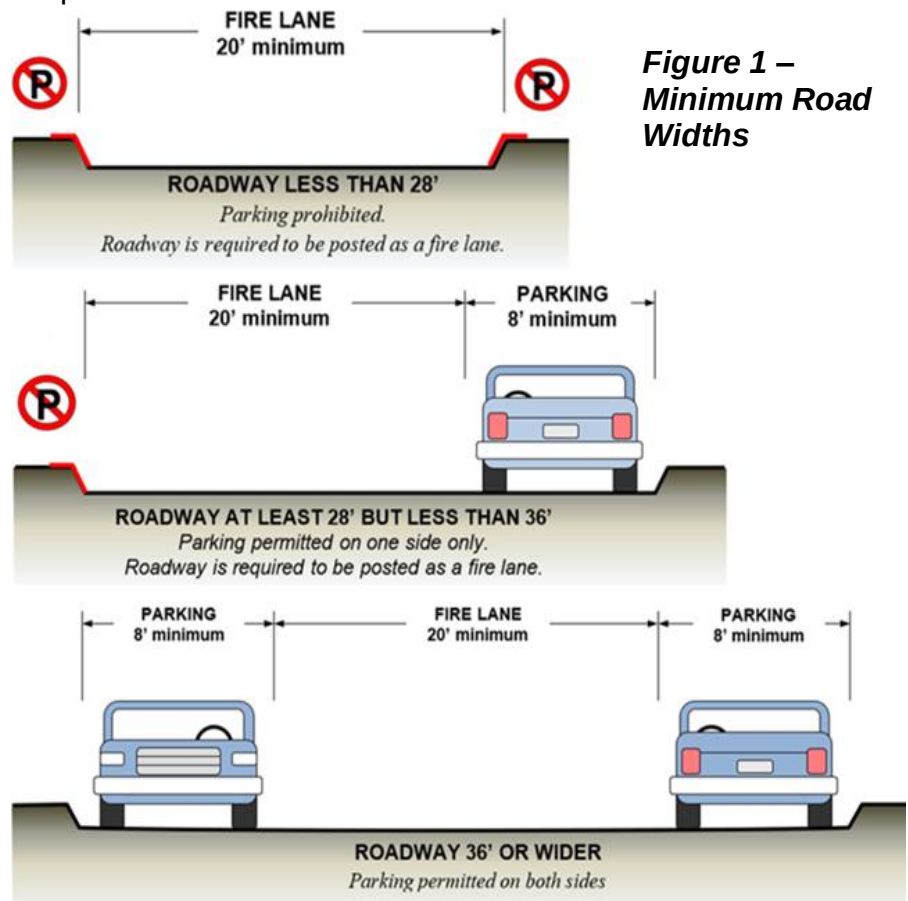
2.3.1.1. Fire lanes serving buildings that are over 30' high as measured from grade to the roof parapet or eave shall be provided, at a minimum, along the longest façade of the building, or along at least two remote sides of the building, or in another manner approved by the fire code official that optimizes firefighter access to the roof.

2.3.1.2. For location of access roads serving high-rise structures, see Guideline H-01.

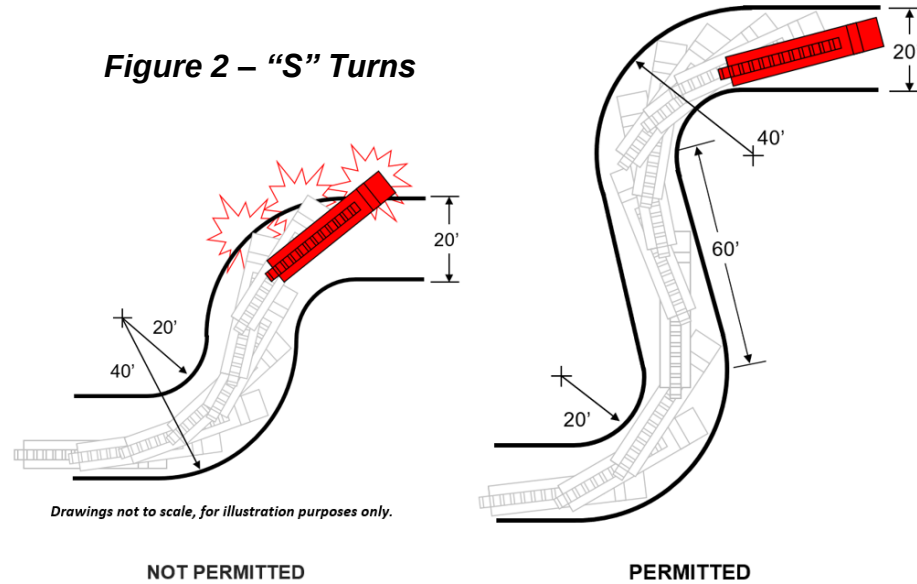
2.3.2. To ensure that vehicular traffic from dead-end fire lanes serving buildings greater than 30-feet in height, is always maintained, staging areas at least 25-feet wide, and 60-feet long with a 25-ft taper on each end (for 110-feet total length) shall be provided along the roadway to permit fire apparatus to pass ladder trucks that have the outriggers extended. Consideration should be given to the length of the roadway, roof and building design, obstructions to laddering, and other operational factors in determining the number, location, and configuration of such staging areas.

2.3.3. A fire lane may be an on-site private fire lane or a public road with a projected average daily trip (ADT) count below 30,000, or as approved by the Fire Code Official. Contact the city or County Traffic Engineer's office or Public Works Department for ADT information.

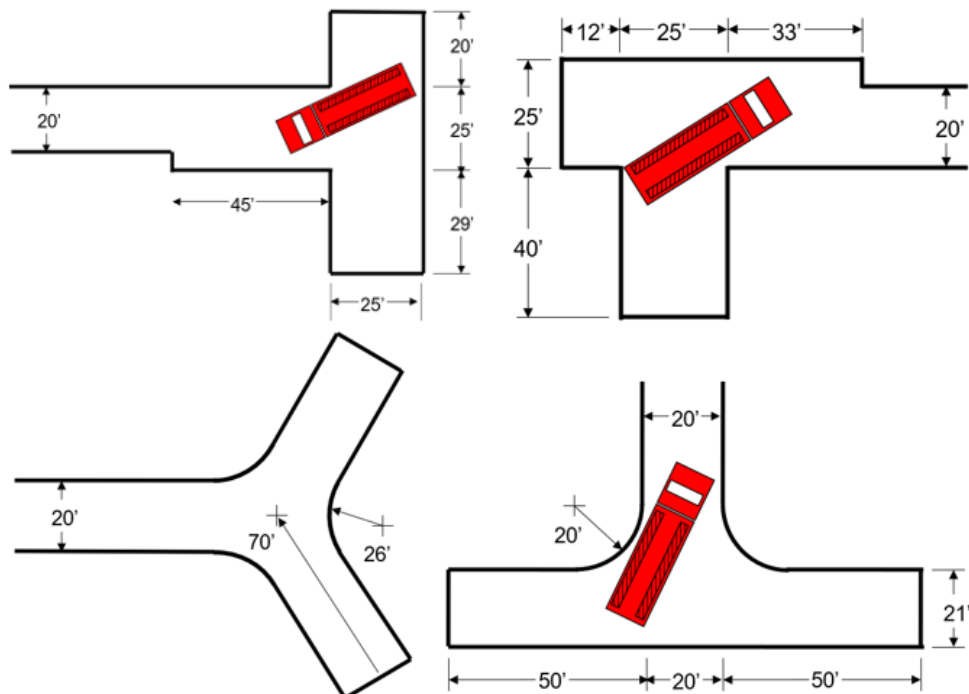
- 2.3.4. A fire lane on an adjacent property may only be considered as a fire lane for the project property if an emergency access easement has been granted by the adjacent property owner ("GRANTOR") to the benefit of the city or county ("GRANTEE") for the purpose of emergency access to the project property and recorded by the Orange County Clerk-Recorder Department. Evidence of the recorded easement may need to be provided to OCFA.
- 2.4. **Width** – The minimum width of a fire lane is 20 feet. If a center median is included, the required width shall be provided on both sides of the median.
- 2.5. **Parking Restrictions**
 - No parking is permitted along fire lanes that are narrower than 28 feet in width (Figure 1). Width is measured from top face of curb to top face of curb for standard vertical curbs or flow line to flow line for rolled, ramped, or other curb types. Parking on one side is permitted on a fire lane that is at least 28-feet in width. Parking on two sides is permitted on a roadway 36-feet or more in width.
- 2.6. **Vertical Clearance** - Fire lanes shall have an unobstructed vertical clearance of not less than 13-feet 6-inches. If trees are located adjacent to the fire lanes, place a note on the plans stating that all vegetation overhanging the fire lane shall be maintained to provide a clear height of 13-feet, 6-inches at all times (Appendix B, Figure B1).
- 2.7. **Grade** - The grade for fire lanes shall not exceed 10%. When all structures served by the fire lane are protected by automatic fire sprinkler systems, the grade may be increased to a maximum of 15% for approved sections of roadway where fire apparatus may drive but will not likely stopped during an emergency. The cross-slope of fire lanes shall not be greater than 2%.



- 2.8. **Turning Radii** - The inside turning radius for a fire lane shall be 20 feet. The outside turning radius for an fire lane shall be 40 feet or greater. A 60-foot straight section of roadway must be provided between a turn in one direction and another turn in the opposite direction (Figure 2). For additional requirements related to minimum turning radii, please refer to CCR Title 14.



- 2.9. **Dead-ends** - Dead-end roadways more than 150 feet shall be designed and constructed with approved hammerheads or turnarounds (Figure 3, Figure C1 in Appendix C). Turnarounds shall meet the turning radius requirements identified above. The minimum cul-de-sac radius is 40 feet with no parking allowed. The maximum length of a cul-de-sac or other dead-end road without mid-way turnarounds or other mitigating features is 800 feet.



- 2.10. **Bridges** - When a bridge is required as part of a fire lane, the driveable surface shall be a minimum of 20' in width and the bridge shall be designed and constructed at a minimum to AASHTO H-17 standards to accommodate a total weight of 94,000 pounds.
- 2.11. **Median breaks** - Where medians or raised islands are proposed that prevent emergency apparatus from crossing over into opposing traffic lanes, breaks or pass-throughs may be required. The location and design specifications for the pass-throughs shall be coordinated with the city/county public works or engineering department.
- 2.12. **Continuity of Fire Lanes** – Where roadways serving structures are not required fire lanes but may still appear to be usable by fire apparatus, they shall be designed to the applicable fire lane criteria. This shall include, but not be limited to, adequate turning radii and turnarounds necessary to prevent fire apparatus entrapment or undue delays.

SECTION 3: FIRE LANE IDENTIFICATION

3. **Fire Lane Identification** - Fire Lane identification is required to maintain the required width of fire lanes for emergency vehicle use. Unlawful use of fire lanes will be enforced by the local law enforcement agency in accordance with the California Vehicle Code (CVC) on public roadways. Enforcement of fire lane no-parking restrictions on private roadways is the responsibility of the property owner, HOA, or their designated agent (Attachment 2).

3.1. **Sign and Curb Marking options** – Areas designated as a fire lane require an acceptable method of marking that shall be approved prior to installation. Select either option 3.1.1. OR option 3.1.2. below.

3.1.1. Specific areas designated by the OCFA as fire lanes must be marked with red curbs meeting the specifications below (Figure 4). In addition, where the number of entrances into the area marked with fire lanes is limited, all such vehicle entrances to the designated area shall be posted with approved fire lane entrance signs.

Figure 4 – Fire Lane Identification, Red Curbs



- Curbs shall be painted OSHA safety red.
- "FIRE LANE – NO PARKING" shall be painted on top of curb in 3" white lettering at a spacing of 30' on center or portion thereof.

3.1.2. "Fire Lane – No Parking" signs (Figure 5) meeting the appropriate specifications shall be posted immediately adjacent to each designated fire lane and at intervals not to exceed 50 feet, unless otherwise approved by the fire code official. In areas where fire lane parking restrictions are enforced by the California Highway Patrol, "NO STOPPING - FIRE LANE" signs meeting Caltrans standards shall be used. In addition, where the number of entrances into the area marked with fire lanes is limited, all such vehicle entrances to the designated area shall be posted with approved fire lane entrance signs (Figure 6).

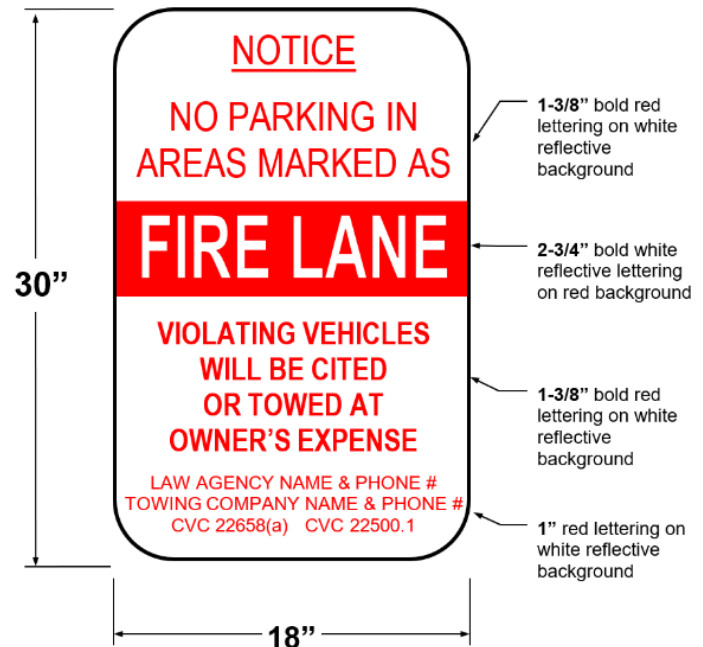
Figure 5 – Fire Lane No Parking Signs



3.2. Fire Lane Entrance Signs - Fire lane entrance signs must meet the following specifications:

- Fire lane entrance signs are to be used only at vehicle entry points to areas that contain “Fire Lane – No Parking” signs or red curbs.
- The sign shall be posted at all vehicle entrances to areas marked with either red curbs or fire lane “No Parking” signs. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area.
- Signs shall be installed per OCFA mounting specifications for fire lane signs.

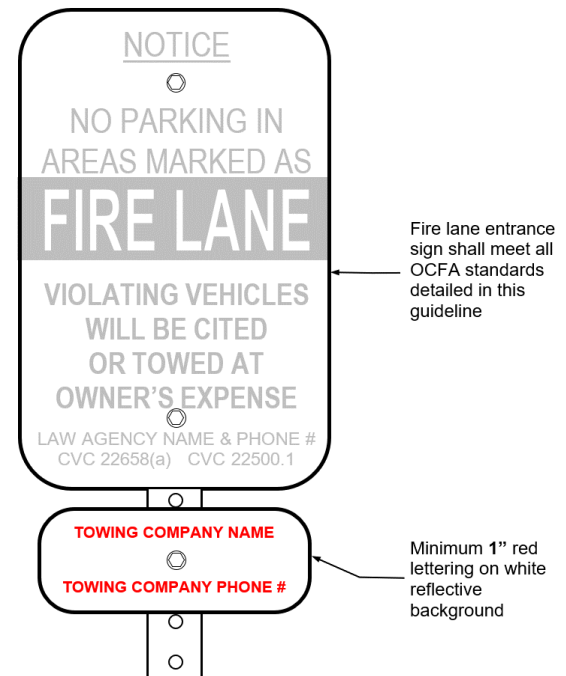
Figure 6 – Fire Lane Entrance Signs



3.3. Towing Company Information -

Towing company contact information is required for all properties with a standing written agreement for services with a towing company per the California Vehicle Code. To facilitate periodic changes in towing company contracts, the towing company contact information may be posted on a separate sign mounted directly below the fire lane entrance sign instead of on the entrance sign itself (Figure 7). The method of attachment to the post shall not obscure the wording on either sign.

Figure 7 – Alternate Location of Towing Company Information



3.4. Alternative “Fire Lane – No Parking” - Alternative “Fire Lane – No Parking” signs may be allowed with approval from the fire code official. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per OCFA mounting specifications for fire lane signs.

Note: All alternative signs must be approved through the OCFA and by the city/County engineer and/or policy agency, as applicable. In areas where fire lane parking restrictions are enforced by the California Highway Patrol, “NO STOPPING – FIRE LANE” signs meeting Caltrans standards shall be used.

- 3.4.1. “Fire Lane – No Parking Beyond This Point Except in Designated Stalls” sign may be approved for use in limited areas up to 100-feet in length, such as motor courts or dead-end roads, when permitted by the Fire Code Official. Where parking stalls are not present, sign may omit “except in designated stalls” and sign height may be reduced to 18”. The specifications for the rest of the sign shall match the standard fire lane no parking signs (Figure 8).

Figure 8 – Specifications for Alternative Fire Lane No Parking Signs

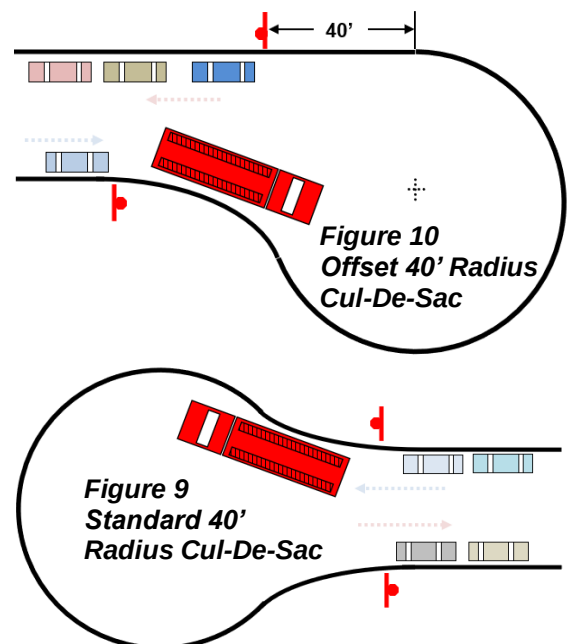


- 3.4.2. “Fire Lane – No Parking in Cul-De-Sac” signs may be approved for use on the right side of a roadway. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area.

For a standard cul-de-sac, the “begin” and “end” signs shall be located at the point where the street begins to widen into the bulb (Figure 9).

A cul-de-sac with an offset radius shall have signs located at the point where the street begins to widen into the bulbs and at a point 40’ from where the cul-de-sac and street are tangent (Figure 10).

Additionally, a minimum 2” red lettering on white reflective background must be provided for the “BEGIN” sign at entry into cul-de-sac and “END” sign when leaving cul-de-sac.



“BEGIN” or “END” sign may be omitted where cul-de-sac is the continuation of a no parking zone on streets less than 36' wide (Figure 11).

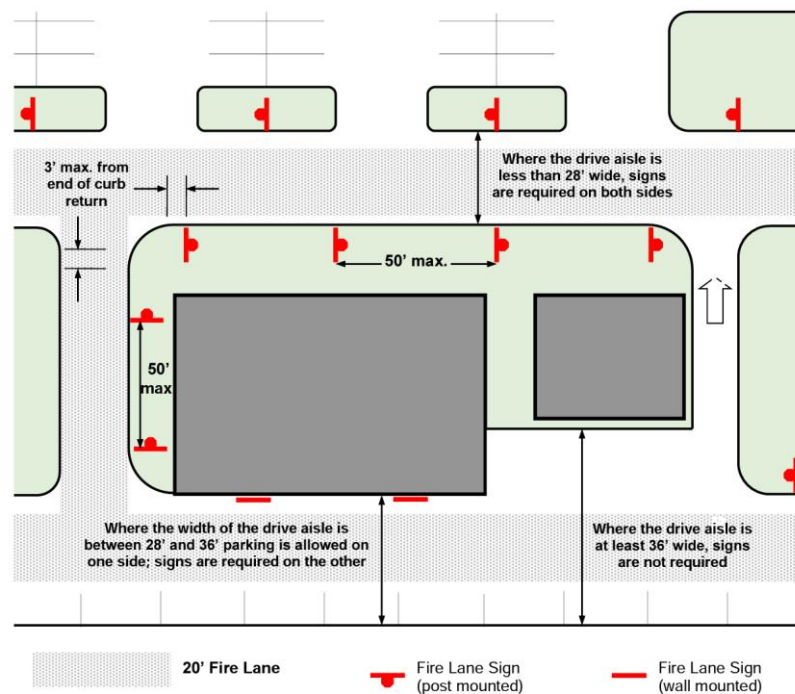
- 3.5. **Fire Lane No Parking Sign Locations** - Signs are required within 3' at the end of the curb return at the beginning of each “block” along the fire lane and spaced a maximum of 50' along the entire designated lane (Figure 12).

A sign shall be located within a reasonable distance of the end of each block as necessary to clearly identify the extend of the no parking zone. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per OCFA mounting specifications. Where signposts are not practical, signs may be mounted on a wall or fence and are allowed to be oriented parallel to the length of the fire lane. OCFA inspectors will determine if additional signs or sign locations are required.

Figure 11 – Specifications for Cul-de-Sac Fire Lane No Parking Signs

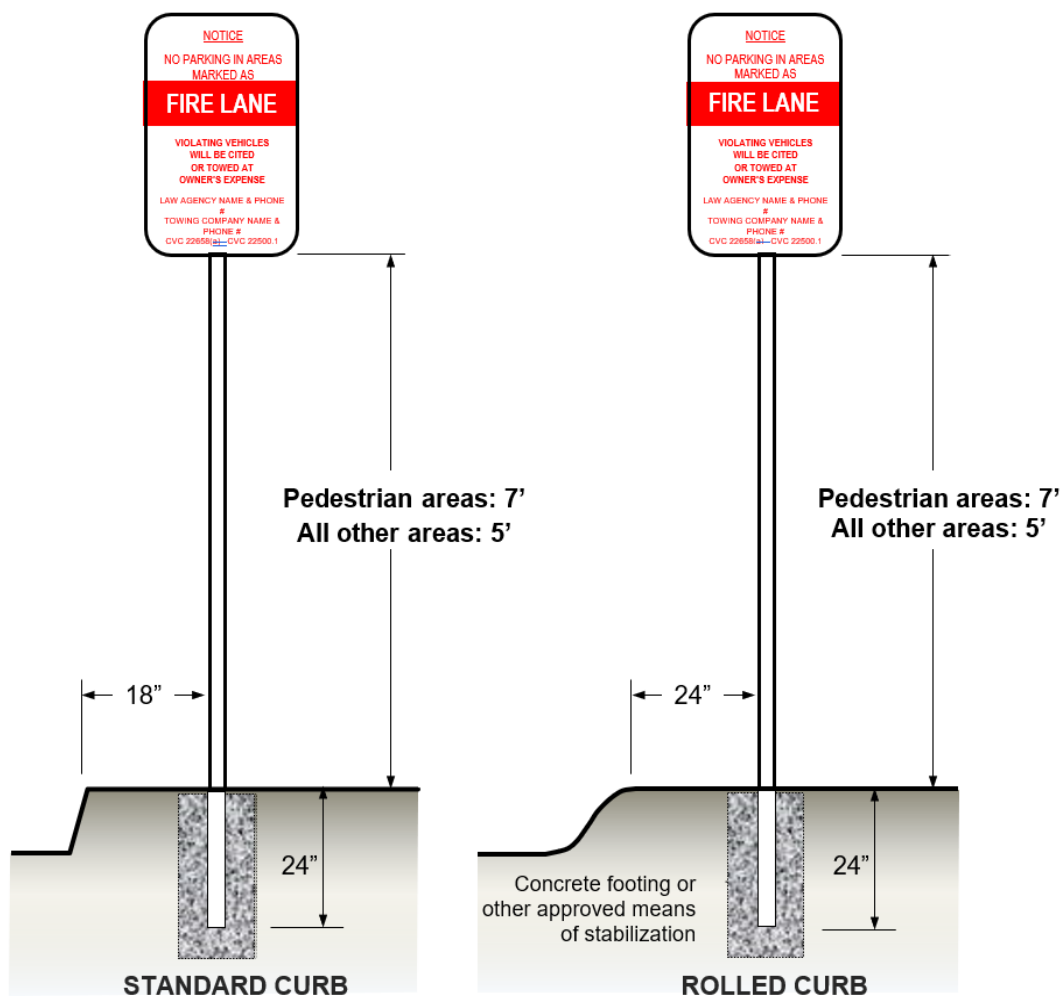


Figure 12 – Fire Lane No Parking Sign Locations



- 3.6. **Mounting Specifications for Fire Lane Entrance and No Parking Signs** - Signs shall be mounted facing the direction of vehicular travel. They may be mounted on existing posts or buildings where the centerline of the sign is no more than 24" from the edge of the roadway. The sign post depth of bury shall be a minimum of 24" and rebar, a concrete footing, or another method to prevent removal is recommended (Figure 13). Footings for signs located in the public right-of-way shall be per the local jurisdiction's requirements.

Figure 13 – Mounting Specifications for Fire Lane Entrance and No Parking Signs



SECTION 4: PREMISES IDENTIFICATION

4. **Premises Identification** - Approved numbers or letters shall be placed on the front elevation of all new and existing buildings in such a position that is plainly visible and legible from the street or the road to which the property is addressed. Addresses shall not be located where there is potential of being obstructed by signs, awnings, vegetation, or other building/site elements. Where only a single building with a single street address is present (and no other structures are accessible from the fire lane serving that structure), an address monument at the vehicle entrance or other location clearly visible and legible from the public road may be provided in lieu of an address on the building.
 - 4.1. The numbers shall contrast with their background. In SRA and in LRA VHFHSZ, addresses for residential buildings shall be reflectorized per CCR Title 14.
 - 4.2. The address characters shall be a minimum of 4 inches in height for single-family residential structures/duplexes, or individual unit numbers in multi-family residential structures. The 4-inch numbers shall have a ½-inch stroke, or as required by local ordinance, whichever is more restrictive. Building setbacks, elevation, and landscaping can affect these minimum size requirements.
 - 4.3. The address characters shall be a minimum of 6 inches in height for commercial structures, or the primary building address or address range posted on multi-family residential structures. The 6-inch numbers shall have a one-inch stroke, or as required by local ordinance, whichever is more restrictive. Building setbacks, elevation, and landscaping can affect these minimum size requirements.
 - 4.4. Address numbers may be required to be internally or externally illuminated by the local jurisdiction's security code. While not required by the OCFA, illumination of addresses is recommended to facilitate rapid location of a site or building.
 - 4.5. Where it is unclear as to which street a building is addressed to (e.g., a building is accessed only from a street other than the one it is addressed to; multiple main entrances to the site, or building itself, front different streets), the name of the street shall also be identified as part of the posted address.
 - 4.6. Multi-Unit Buildings - Suite/apartment numbers shall be placed on or adjacent to the primary entrance for each suite/apartment and any other door providing access to fire department personnel during an emergency. Multiple residential and commercial units having entrance doors not visible from the street or road shall, in addition, have approved numbers grouped for all units within each structure and positioned to be plainly visible from the street or road.
 - 4.7. Multi-Building Clusters - Approved numbers or addresses shall be placed on the front elevation(s) of all buildings that form the cluster. If all building addresses are not clearly visible or legible from the public road serving the structures, an address monument shall also be provided at the entry point(s) to the site indicating the range of addresses accessible from that entrance.

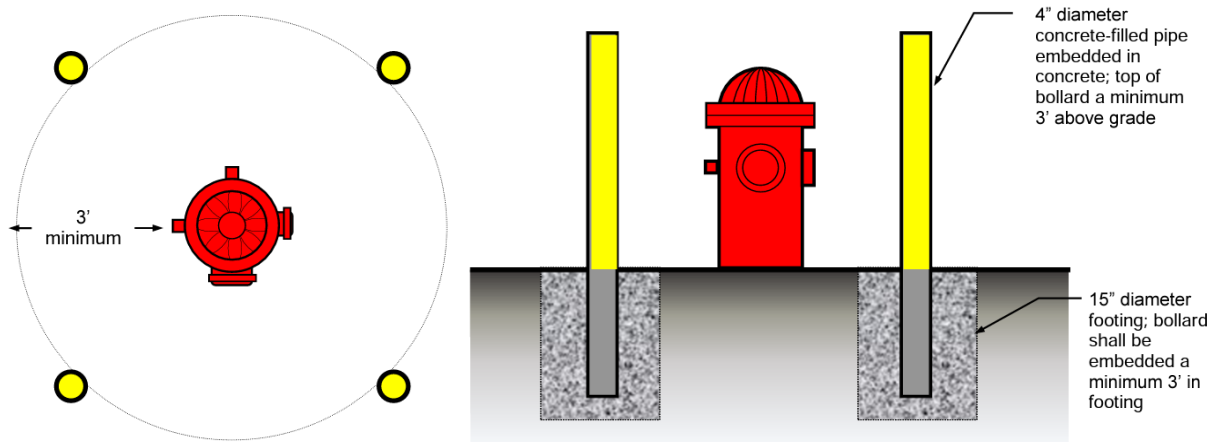
SECTION 5: HYDRANT AND WATER AVAILABILITY REQUIREMENTS

5. **Hydrant and Water Availability Requirements** - Applicants must provide documentation that hydrants are provided in the quantity and spacing described in the Hydrant Quantity and Spacing in OCFA Jurisdiction table (Attachment 3). They must also show that the hydrant is capable of delivering the amount of water required in the Minimum Required Fire Flow and Flow Duration for Buildings in OCFA Jurisdiction table (Attachment 4). The quantity and spacing of hydrants are governed by the fire flow required for the structure(s) served. The required fire flow is dependent upon the size of the structure, type of construction, and whether the building is equipped with fire sprinklers. This information must be shown clearly on the plans to assist in the determination of the fire flow requirement.
- 5.1. **Water Availability** – To facilitate the review process and avoid untimely delays in project approval, applicants are strongly encouraged to arrange a hydrant flow test with the local water department prior to submitting plans to the OCFA if the project includes a new structure or increase in the floor area of an existing structure. Water availability information may not be required to be submitted for every project, and plans may be submitted with a hydrant flow test pending, but the applicant should understand that project approval may be delayed if it is determined during review that this information is required. If the project requires evaluation of the available fire flow, it will not be approved without a completed OCFA Water Availability form or equivalent data sheets from a water district. Water availability information must not be older than six months.
- 5.1.1. Obtain a Water Availability form from OCFA Planning & Development Services Section.
- 5.1.2. Fill out the project and building information in the first section of the Water Availability form. Care should be taken when determining the applicable fire area for the project. As stated above, fire flow is dependent on several factors, so the largest building or group of structures is not necessarily the most demanding in terms of fire flow.
- 5.1.3. Determine the required fire flow from Minimum Required Fire Flow and Flow Duration for Buildings in OCFA Jurisdiction (Attachment 4), as applicable. A 50% reduction in fire flow (but not duration) may be taken when the fire-flow calculation area consists only of buildings equipped with an approved automatic fire sprinkler system. If you are unsure of how to calculate the fire flow requirement for your project, you may email or fax the form to the OCFA, and we will determine the fire flow for you.
- 5.1.4. Contact the local water company to request a hydrant flow test or fire flow modeling calculation and have a representative of the water company complete and sign the last section on the form. In some cases, the water company may allow or require a qualified third party to perform the flow test for you.
- In newly developed areas without water infrastructure, the water department may issue a “will-serve” letter indicating the expected fire flow and duration of water that will be delivered once the water system is installed and operational.

- If multiple hydrants are located within the maximum distance allowed in Hydrant Quantity and Spacing in OCFA Jurisdiction (Attachment 4). The amount of water available from each hydrant may be combined, provided that the hydrants are flowed simultaneously.
- 5.1.5. It is the applicant's responsibility to ensure that the following information is provided at a minimum on either the water company's test data sheet and/or the OCFA Water Availability form:
- Static pressure and residual pressure in PSI and observed flow in GPM; or
 - Calculated flow in GPM at 20 PSI
- 5.1.6. Scan or photocopy the completed form or data sheets onto your plans or include the original with your plan submittal.
- 5.1.7. Please ensure that the fire area, building size, construction type, and flow data are complete and accurate. Errors or omissions in this information may result in plans having to be resubmitted or fire flow testing to be redone.
- 5.2. **Fire-Flow Calculation Area** - The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in the following two conditions:
- Portions of buildings which are separated by fire walls without openings, constructed in accordance with the California Building Code are allowed to be considered as separate fire-flow calculation areas.
 - The fire-flow calculation area of buildings constructed of Type IA and Type IB construction shall be the area of the three largest successive floors. *CFC Appendix B Section B104*
- 5.3. **Hydrant Location** - Hydrants shall be provided along the length of the fire access roadway in the quantities and up to the maximum distances prescribed in Hydrant Quantity and Spacing in OCFA Jurisdiction table (Attachment 3).
- 5.3.1. Hydrants must be located within three feet of the edge of a fire lane and cannot be located in areas where it may be visually or operationally obstructed (behind fences, walls, in bushes, behind parking spaces, etc.). Clearance shall be provided to a distance no less than three feet from the perimeter of the hydrant. Hydrants located in landscapes areas may require a 4'x4' concrete pad and the OCFA inspector will ensure that vegetation does not encroach on this clear space.
- 5.3.2. The hydrant outlets must face the fire lane. In areas where the outlets cannot face the fire lane (e.g., the hydrant is located on a landscape peninsula or island in a parking lot; the hydrant has three outlets, etc.), the 4" outlet(s) shall take precedence.
- 5.3.3. The hydrant shall be located at least 40-feet from the building it serves. Where it is impractical to locate the hydrant 40-feet from adjacent structures, additional hydrants may be provided, or the hydrant may be located closer if nearby walls do not contain openings and the hydrant is not in a location where it may be rendered inoperable due to damage from collapsed walls, debris, or excessive heat.

- 5.3.4. Hydrants shall be located so that a hose line running between the hydrant and the fire department connection(s) (FDCs) served by that hydrant does not cross driveways, obstruct roads or fire lanes, or otherwise interfere with emergency vehicle response and evacuation of a site.
- 5.3.5. Hydrants and fire department connections shall not be located behind parking stalls or in other locations where they are likely to be blocked by vehicles or other objects. Whenever possible, hydrants shall be placed at street and drive aisle intersections in preference to mid-block locations. Where on-street parking is allowed, hydrants should be placed in the shortest parkways between adjacent driveways, at corners and chokers where parking is not normally allowed, and in similar areas where impact to space available for parking and the potential for hydrants to be obstructed is minimized.
- 5.3.6. Hydrants and fire department connections should not be located where apparatus staged at these locations would then encroach on minimum fire apparatus turning radii unless alternative routes are available. Hydrants shall not be placed in the “bulb” end of a cul-de-sac where apparatus staged at the hydrant would prevent the cul-de-sac from being used as a turnaround.
- 5.4. **Protection of Hydrants** - Hydrants in locations that are exposed or susceptible to potential damage from vehicular collision need to be protected by curbs and/or bollards (Figure 14).

Figure 14 - Protection of Hydrants



Protection of Hydrants, Detector Checks, Fire Department Connections, Post Indicator Valves, and other Similar Devices.

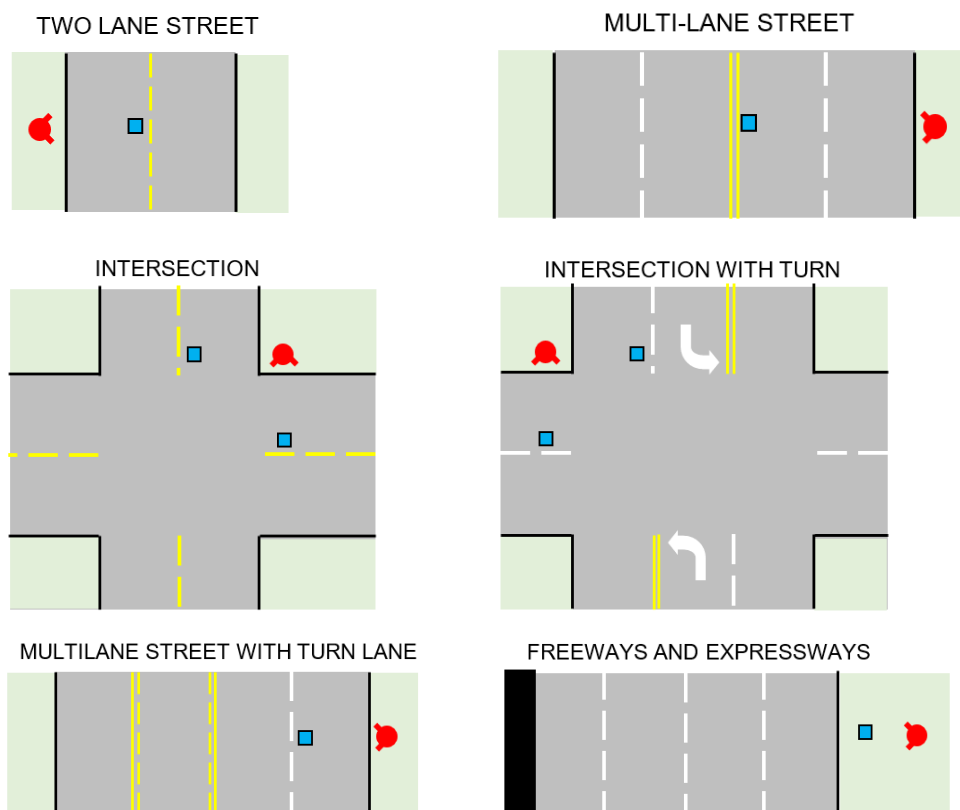
- 5.4.1. If vehicles can approach the hydrant from more than one direction, the hydrant shall be protected by four bollards of concrete-filled pipe four inches in diameter and mounted in concrete in a square around the hydrant. The bollards need to be spaced a minimum of three feet from the perimeter of the hydrant. The bollards must be placed so that their location does not impede access to or use of the hydrant. Two bollards may protect hydrants that can be approached from only one side.

- 5.4.2. Hydrants may not require protection by bollards if they are located such that the potential for collision is minimal or if they are sufficiently protected by a standard concrete curb of at least six inches in height.

5.5. Hydrant Markers and Color

- 5.5.1. Blue reflective pavement markers (“blue dots”) shall be used to identify fire hydrant locations (Figure 15). Blue reflective markers used for any other purpose should be removed. The developer may contact the local water company to arrange the installation of the blue dot/hydrant marker. If the water agency does not participate in the blue dot program, the developer is still responsible to install the dots in an approved manner.

Figure 15 - “Blue Dot” Reflective Hydrant Marker Location



- 5.5.2. Two-way streets and roads – Markers shall be placed six inches from the edge of the painted centerline or from the approximate center of streets without a painted centerline on the side nearest the hydrant.
- 5.5.3. Streets with left turn lanes at the intersection – Markers shall be placed six inches from the edge of the painted white line on the side nearest the hydrant.
- 5.5.4. Streets with continuous two-way left turn lanes – Markers shall be placed six inches from the edge of the painted yellow line on the side nearest the fire hydrant.
- 5.5.5. Hydrant Color – Private hydrants (hydrants separated from the city main by and located downstream from a backflow prevention device) shall be painted OSHA safety red.

SECTION 6: ACCESS TO STRUCTURES

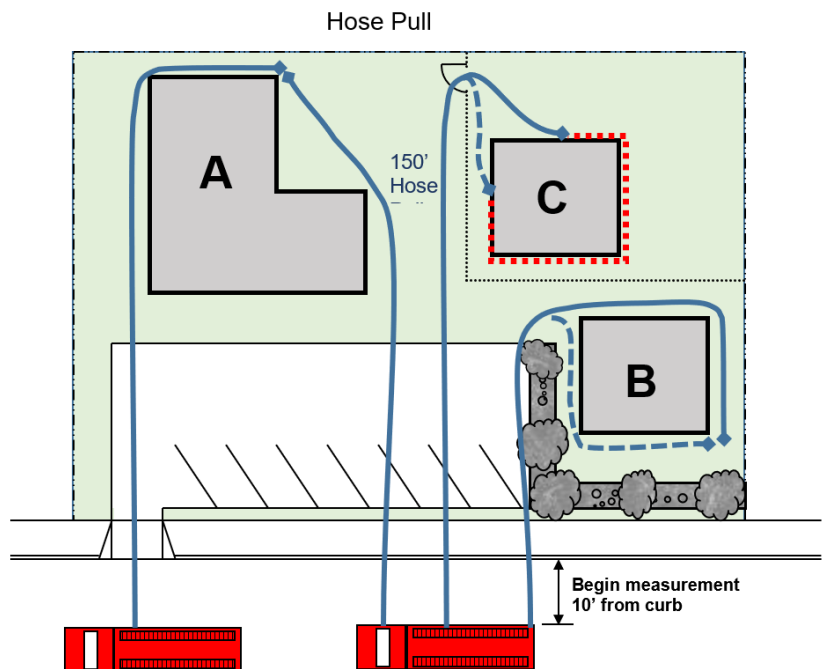
6. Access to Structures

- 6.1. Hose pull – The dimension of 150-feet in relation to fire department access is commonly referred to as “hose pull distance”. As the name implies, this is the maximum distance that Firefighters can effectively pull a fire hose or carry other equipment to combat a fire. The hose pull distance is set at 150 feet due to a variety of factor, including standard hose lengths, weight of equipment, hydraulic properties, and accepted operational procedures (Figure 16).

Figure 16 – Hose Pull

For the hose pull example below, assume that the parking lot is not accessible to fire apparatus due to turning radii and fire lane widths less than the required minimums.

- *Building A – All portions of the buildings are within 150 feet of the public road as measured along the path of firefighter travel. This building is in access.*
- *Building B – The building is in access despite the obstruction presented by the planter and hedges due to its proximity to the road.*
- *Building C – The building is out of access; the presence of a chain-link fence forces firefighters to backtrack once they pass through the gate, increasing their travel distance to the dashed part of the perimeter beyond 150'. On-site fire access roadways and/or a change in the location of the gate would be necessary to provide access to Building “C”.*



- 6.1.1. Hose pull is measured along a path that simulates the route a Firefighter may take to access all portions of the exterior of a structure from the nearest public road or fire lane. Under most circumstances, hose pull will not be a straight-line distance and should not be measured “as the crow flies”.
- 6.1.2. All obstructions, such as fences, planters, vegetation, and other structures must be considered when determining whether a building is accessible from a particular location on the fire lane. Topography may also affect the potential access route and any significant changes in elevation must be accounted for when measuring hose pull distances.

- 6.2. **Access walkways** – CFC 504.1 provides for the installation of approved access walkways from fire access roadways to exterior openings required by either the CBC or CFC. The OCFA may require the construction of such walkways depending upon particular site conditions or project parameters. These conditions include, but are not limited to, building use or occupancy, topography, vegetation, and surface conditions. Design professionals must carefully consider these issues when developing a project site. When required:
- 6.2.1. Access walkways must be provided to all required egress doors from a building, all firefighter access doorways in buildings with high-piled storage, and the area beneath each rescue window, at a minimum. Access walkways will typically be required around the entire perimeter of a structure to facilitate control of a fire through any other available openings.
 - 6.2.2. Access walkways must be a minimum of five feet in width.
 - 6.2.3. Access walkways shall consist of a surface that lends itself to safe use during building evacuation, firefighting, and rescue efforts.
 - 6.2.4. Where elevation change is present, indicate the grade as a percentage on the plans.
 - 6.2.5. The type of material provided for the access walkway and/or other specifications shall be indicated on the fire master plan and are subject to approval by the OCFA.
- 6.3. **Access to Interior Courtyards** - Firefighter access and water supply as described below shall be provided for interior courtyards of R-occupancy buildings and buildings of other occupancies where the main entry to a suite is accessed via the courtyard.
- 6.3.1. Number of Access Routes
 - A minimum of two means of access via “firefighter tunnels” shall be provided between each courtyard and the fire lane. A single tunnel may be allowed for smaller courtyards, as determined by the fire code official.
 - A tunnel interconnecting courtyards may suffice as a second means of access, provided that each courtyard so connected has at least one other tunnel leading directly to a fire lane.
 - 6.3.2. Design of Firefighter Tunnels
 - The outer entrance to the tunnel shall front on a fire lane.
 - Tunnels shall be a minimum 10 feet wide, and when possible, at least 10 feet tall (but no less than 8 feet).
 - Doorways and gate openings in the path of firefighter travel to, through, and from the tunnel shall provide a minimum 44-inch clear width.
 - Where the tunnel intersects with corridors or other interior spaces, doors shall be provided to separate the tunnel from those spaces in a manner that provides an uninterrupted path of travel through the tunnel, from one end to the other.
 - At least 1 tunnel shall provide a straight path of travel between the fire lane and the courtyard to ensure access by a firefighter’s 35’ ladder.

- Landscape and hardscape features such as trees, shrubs, light poles, raised planters, walls, fences, and gates near the openings to the tunnel shall not hinder or delay movement of firefighters carrying a ladder.
- Where there is an elevation change between the fire lane and courtyard, code-compliant ramps or stairs with a minimum clear width of 44" between handrails shall be provided. Only straight-run stairs shall be provided, no stair returns are allowed along the path of firefighter travel.

6.3.3. Tunnel Construction

- Tunnels shall be separated from adjacent construction by minimum 2 hour fire barriers and 2 hour ceiling/floor assemblies.
- Interior door openings into the tunnel may be equipped with mag-holds, but other doorstops are not allowed.
- Wall and ceiling finishes within the tunnel shall be non-combustible. Where allowed by CBC/CFC Chapter 8, floors may be carpeted.

6.3.4. Use of Firefighter tunnels – Tunnels are permitted to be used for other purposes provided that the use does not obstruct the clear path required or otherwise interfere with use of the tunnel for emergency purposes. Combustible furnishings and fixtures within the tunnel shall be kept to a minimum, and such items shall be fixed in place. Where the tunnel is also an exit component of the egress system (e.g., exit enclosure, passageway, exit stair, horizontal exit) or functions as an egress court per CBC 1029.1, no other non-emergency use shall be allowed within the tunnel.

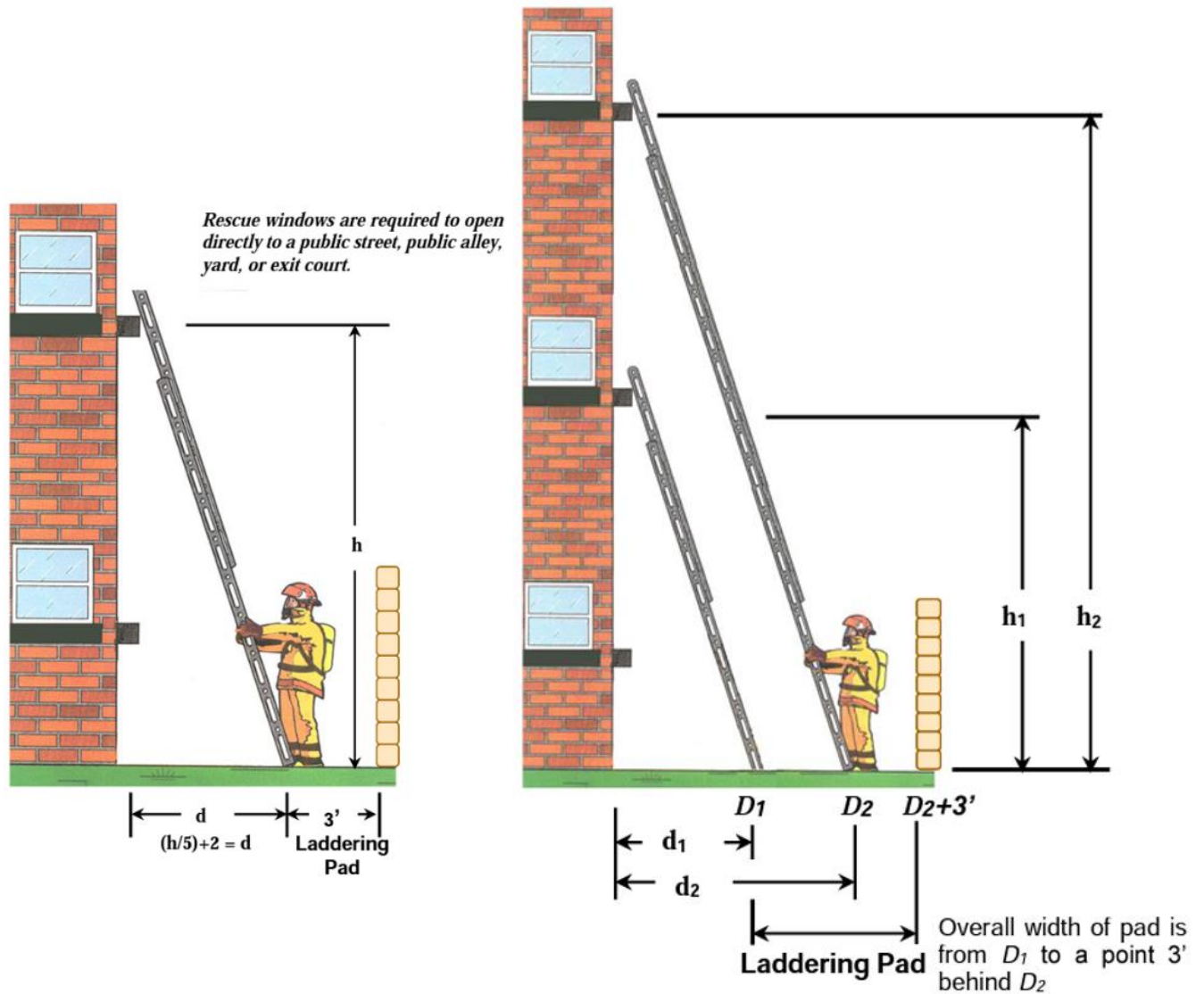
6.3.5. Courtyard Standpipes

- At least one standpipe outlet shall be provided in the courtyard when hose-pull from fire apparatus in the fire lane to any portion of the inner façade within the courtyard exceeds 200'.
- If standpipes are required, outlet(s) shall be provided within the firefighter tunnel at the opening of the firefighter tunnel(s) into the courtyard and at other approved locations as required by the fire code official. The hose-pull to all portions of the courtyard shall be less than 150-feet as measured from the standpipe outlet.
- The system shall be designed to not send a waterflow signal.
- The standpipe may be wall mounted or standalone. If standalone, it shall be located no more than 18" from the edge of a primary walkway in the courtyard in a position where it is immediately visible and accessible to firefighters. Access to and use of standpipes shall not be hindered by planter walls, vegetation, or other features; 18" clearance shall be provided on all sides.

6.4. **Rescue Openings** - Group-R occupancies that are required by CBC 1031.1 to have rescue openings shall have a walkable path free of obstructions between the fire lane and each rescue opening.

- 6.4.1. An approved access walkway must be provided to enable firefighters to easily and safely reach a clear, flat space beneath each rescue opening. Obstructions including but not limited to shrubs, trees, trellises, carports, raised planters, walls, fences, pools, steeply sloped roofs, overhangs, vegetation, and similar building and site elements shall not impede the use of or access to the walkway or rescue opening.
- 6.4.2. Walkways may consist of hardscape, decomposed granite, grass, or other similar walkable material that does not inhibit access to or use of the area.
- 6.4.3. Trees that encroach on walkways shall provide a minimum 7-foot clearance underneath to allow unhindered passage by firefighters, however, trees and shrubs shall not encroach on areas outside the rescue opening.
- 6.5. **Laddering Pad and Setback at Rescue Openings of Group R-1, R-2, and R-2.1 Occupancies** - A clear, flat space for laddering rescue openings shall be provided beneath each rescue opening. The distance between the nearest edge of this laddering pad and the structure is based on standardized operational procedures and safe practice to achieve a proper laddering angle (next page, Figure 17). The plan provided must demonstrate that the vegetation (at fully-grown sizes), buildings, and site features will not obstruct the access walkways or laddering operations. It is incumbent upon the developer, architect, landscape architect, and facility maintenance personnel to collaborate on a design and plant palette that complies with these requirements through the *life of the building*.
- 6.5.1. Proper laddering angle calculation: $d = (h/5) + 2$
- Where **h** = The height of the window sill or balcony railing
- d** = The distance in feet from the edge of the pad nearest the building to a point on the ground directly beneath the rescue window sill or balcony edge.
- 6.5.2. Dimensions for placement of ladders:

Placement of Ladders					
Sill Height (h)	Distance (d)	Sill Height (h)	Distance (d)	Sill Height (h)	Distance (d)
35'	9'-0"	25'	7'-0"	15'	5'-0"
34'	8'-10"	24'	6'-10"	14'	4' to 5'
33'	8'-7"	23'	6'-7"	13'	4' to 5'
32'	8'-5"	22'	6'-5"	12'	3' to 5'
31'	8'-2"	21'	6'-2"	11'	3' to 4'
30'	8'-0"	20'	6'-0"	10'	2' to 4'
29'	7'-10"	19'	5'-10"	9'	2' to 4'
28'	7'-7"	18'	5'-7"	8'	2' to 3'
27'	7'-5"	17'	5'-5"	7'	1' to 3'
26'	7'-2"	16'	5'-2"	<7'	1' to 2'

Figure 17 - Ladder Pad Setback at Rescue Openings

ATTACHMENTS

Attachment 1 - Fire Master Plan Submittal Checklist

PROJECT INFORMATION

Scope of project is clearly defined on the plan?	☐ Yes
Conditional Use Permit conditions included with submittal?	☐ Yes ☐ N/A (CUP was not required by city/county)
Tract/Tentative Tract/Parcel Map Number has been provided?	☐ Yes
Standard OCFA fire master plan notes are included?	☐ Yes (Notes are tailored to this project, where applicable)
Building area, construction, occupancy, sprinkler type noted on plan?	☐ Yes
Allowable area calculation provided on plan?	☐ Yes ☐ No (<6,000 sf unsprinklered; <18,000 w/ sprink.)
Sheets not relevant to fire master plan removed from plan set?	☐ Yes
Access/hydrant phasing plan provided?	☐ Yes ☐ N/A (No phasing of access/hydrant installation)

WATER AND HYDRANTS

Water availability form completed and provided?	☐ Yes ☐ No (in progress) ☐ No (no change in demand)
All hydrants within 350' of the site are shown on plan?	☐ Yes
Are hydrants provided/spaced per Guideline B-01, Attachment 3?	☐ Yes

ACCESS AND ROADWAYS

Extent of the access roadway is clearly shown on the plan?	☐ Yes
Turning radii and width (incl. road sections) shown on the plan?	☐ Yes
Exterior of all structures within 150' hose pull distance?	☐ Yes ☐ No (AM&M proposed) ☐ No (sprinklered R-3)
Engineer's certification provided for new paving?	☐ Yes ☐ N/A (No new paving)
Walkable surface provided to required openings?	☐ Yes
Road and walkway grades >10% shown on plan?	☐ Yes ☐ N/A (Grade <10%)

FIRE LANE IDENTIFICATION

Red curbs are identified on plan with bold, dashed, or red lines?	☐ Yes ☐ N/A ("Fire Lane—No Parking" signs provided)
Location of each "Fire Lane—No Parking" sign shown?	☐ Yes ☐ N/A (Red curbs provided)
Fire lane entrance sign provided at each vehicle entrance?	☐ Yes ☐ N/A (All roads at least 36 feet wide)
Drawings of red curbs/"No Parking"/entrance signs provided?	☐ Yes ☐ N/A (All roads at least 36 feet wide)

GATES AND OBSTRUCTIONS

Are all gates, fences, and planters shown?	☐ Yes
Are vehicle gates identified as manual or electric?	☐ Yes ☐ N/A (No gates proposed)
Gate operator specs showing emergency operation provided?	☐ Yes ☐ N/A (No electric gates proposed)
Manual vehicle gates have "No Parking" sign noted?	☐ Yes ☐ N/A (No manual gates proposed)
Knox boxes/locks/switches are noted on plans?	☐ Yes ☐ N/A (No gates proposed)
OCFA gate notes/specifications included on plan?	☐ Yes ☐ N/A (No gates proposed)

OTHER REQUIREMENTS

AM&M request letter scanned onto plan?	☐ Yes ☐ N/A (No alternate methods proposed)
Premises ID/address monument location shown on plan?	☐ Yes ☐ N/A (Single family homes)
Trash enclosures are located at least 5' from buildings?	☐ Yes ☐ No (Enclosures are existing or sprinklered)
Two entry points provided for 150 or more residences?	☐ Yes ☐ N/A (Non-residential project)
Buildings >75' to highest occupiable floor called out?	☐ Yes ☐ N/A (No high-rise structures)
Parking enforcement letter provided?	☐ Yes ☐ N/A (Public streets only)
Project located in methane zone(s) (portions of Yorba Linda, Buena Park, Seal Beach, San Clemente, and Unincorporated Orange County)?	☐ Yes ☐ No

NOTE: This is only a listing of basic fire master plan submittal requirements. Other information or requirements may be necessary, depending on conditions specific to each project.

Attachment 2 – CVC, Fire Lane Parking Violations

The California Fire Code (CFC) and California Vehicle Code (CVC) specify rules of the road for stopping, standing, and parking in fire lanes or near fire hydrants.

- A. Section 22500.1 states that no person shall stop, park, or leave standing any vehicle whether attended or unattended, in any location designated as a fire lane by the Fire Authority except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or official traffic control device. Vehicles illegally parked in a fire lane may be towed per CVC 22953(b).
- B. There shall be no parking of any vehicles other than fire department vehicles within 15 feet of either side of a fire hydrant in accordance with CVC 22514(c). Such vehicles may be towed per CVC 22651(e).
- C. CVC 22658(a) permits the owner or person in lawful possession of any private property, subsequent to notifying local law enforcement, to cause the removal of a vehicle parked on such property to the nearest public garage, if a sign is displayed in plain view at all entrances to the property specifying:
 - 1. The ordinance prohibiting public parking, a notation indicating that vehicles will be removed at the owner's expense, and the telephone number of the local traffic law enforcement agency, or;
 - 2. The lot or parcel upon which the vehicle is parked has a single-family dwelling.
- D. CFC 503.4 states that the required width of a fire apparatus access road shall not be obstructed in any manner, including parking of vehicles. Minimum required widths and clearances shall be maintained at all times.
- E. CFC 507.5.4 states that vehicles and other obstructions shall not be placed or kept near fire hydrants, fire department inlet connections or fire-protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire-protection equipment or hydrants.

Attachment 3 – Hydrant Quantity and Spacing in OCFA Jurisdiction

SINGLE FAMILY RESIDENCES/DUPLEXES/TOWNHOUSES with SPRINKLERS

Flow Requirement	Minimum Number of Hydrants	Maximum Distance to a Hydrant		Maximum Distance between Hydrants ¹		Average Distance between Hydrants ¹	
		Thru road	Dead-end	Thru road	Dead-end	Thru road	Dead-end
500 - 1750	1	300	250	600	500	600	500
1751+	Use the table below						

ALL OTHER STRUCTURES

Flow Requirement	Minimum Number of Hydrants	Maximum Distance to a Hydrant		Maximum Distance between Hydrants ^{1,2}		Average Distance between Hydrants ^{1,2}	
		Thru road	Dead-end	Thru road	Dead-end	Thru road	Dead-end
1000 - 1750	1	250	200	500	400	500	400
1751 - 2250	2	225	175	450	350	450	350
2251 - 2500	3	225	175	450	350	450	350
2501 - 3000	3	225	175	450	350	400	300
3001 - 4000	4	210	160	420	320	350	250
4001 - 5000	5	180	130	360	260	300	200
5001 - 5500	6	180	130	360	260	300	200
5501 - 6000	6	150	100	300	200	250	150
6001 - 7000	7	150	100	300	200	250	150
7001+	1 per 1000 gpm or fraction thereof	120	70	240	140	200	100

All distances are in feet.

¹ Where streets are provided with median dividers which cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.

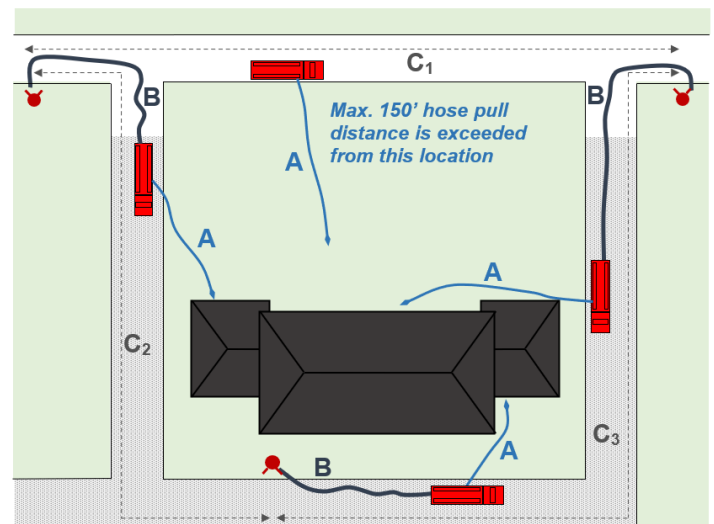
² Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.

A: HOSE PULL – In the diagram, firefighters would be able to reach the entire perimeter of the building by pulling no more than 150' of hose from one or more fire engines staged in the shaded portion of the fire lane; the unshaded roadway has a hose pull distance greater than 150' and would be considered “out of access” relative to this building.

B: HOSE LAY – No point along the portion of the fire lane serving the structure (the shaded road) may be farther from a hydrant than the distance specified in the table above. The hydrant may be located along portions of the fire lane that exceed the hose pull distance (unshaded roadway) provided that it is:

1. On the same property,
2. On an adjacent property where an emergency access easement has been obtained, or
3. On a public road leading to the fire lane serving the property.

C: HYDRANT SPACING – Hydrants located on portions of the fire lane that do not serve the building (unshaded road) do not need to be evaluated for spacing relative to each other, only with respect to hydrants that do serve the structure. Example: C1 may exceed hydrant spacing requires. However, C2 and C3 cannot. “Average spacing” from the table above shall be maintained to prevent multiple hydrants from being concentrated in only one portion of the fire lane.



Attachment 4 – Minimum Required Fire Flow and Flow Duration

FIRE FLOW CALCULATION AREA (square feet)					DETACHED SINGLE-FAMILY RESIDENCE/DUPLEX			OTHER BUILDINGS		
					FIRE FLOW (gallons per minute at 20 psi residual)		DURATION (hours)	FIRE FLOW (gallons per minute at 20 psi residual)		DURATION (hours)
Type IA/IB	Type IIA/IIIA	Type IV/VA	Type IIB/IIIB	Type VB	NS	S		NS	S	
0-22700	0-12700	0-8200	0-5900	0-3600	1000	500	1	1500	1500	2
22701-30200	12701-17000	8201-10900	5901-7900	3601-4800	1750	875	NS: 2 S: 1	1750	1500	
30201-38700	17001-21800	10901-12900	7901-9800	4801-6200	2000	1000		2000	1500	
38701-48300	21801-24200	12901-17400	9801-12600	6201-7700	2250	1125		2250	1500	
48301-59000	24201-33200	17401-21300	12601-15400	7701-9400	2500	1250		2500	1500	
59001-70900	33201-39700	21301-25500	15401-18400	9401-11300	2750	1375		2750	1500	
70901-83700	39701-47100	25501-30100	18401-21800	11301-13400	3000	1500	NS: 3 S: 1	3000	1500	3
83701-97700	47101-54900	30101-35200	21801-25900	13401-15600	3250	1625		3250	1625	
97701-112700	54901-63400	35201-40600	25901-29300	15601-18000	3500	1750		3500	1750	
112701-128700	63401-72400	40601-46400	29301-33500	18001-20600	3750	1875		3750	1875	
128701-145900	72401-82100	46401-52500	33501-37900	20601-23300	4000	2000	NS: 4 S: 1	4000	2000	4
145901-164200	82101-92400	52501-59100	37901-42700	23301-26300	4250	2125		4250	2125	
164201-183400	92401-103100	59101-66000	42701-47700	26301-29300	4500	2250		4500	2250	
183401-203700	103101-114600	66001-73300	47701-53000	29301-32600	4750	2375		4750	2375	
203701-225200	114601-126700	73301-81100	53001-58600	32601-36000	5000	2500		5000	2500	
225201-247700	126701-139400	81101-89200	58601-65400	36001-39600	5250	2625		5250	2625	
247701-271200	139401-152600	89201-97700	65401-70600	39601-43400	5500	2750		5500	2750	
271201-295900	152601-166500	97701-106500	70601-77000	43401-47400	5750	2875		5750	2875	
295901+	166501+	106501-115800	77001-83700	47401-51500	6000	3000		6000	3000	
		115801-125500	83701-90600	51501-55700	6250	3125		6250	3125	
		125501-135500	90601-97900	55701-60200	6500	3250		6500	3250	
		135501-145800	97901-106800	60201-64800	6750	3375		6750	3375	
		145801-156700	106801-113200	64801-69600	7000	3500		7000	3500	
		156701-167900	113201-121300	69601-74600	7250	3625		7250	3625	
		167901-179400	121301-129600	74601-79800	7500	3750		7500	3750	
		179401-191400	129601-138300	79801-85100	7750	3875		7750	3875	
		191401+	138301+	85101+	8000	4000		8000	4000	

NS: The building is not protected throughout with an approved fire sprinkler system

S: The building is protected throughout with an approved fire sprinkler system.

Construction Types: Types of construction are based on the California Building Code

Attachment 5 – Definitions

Access Walkways - An approved walking surface leading from fire access roadways to exterior doors, the area beneath rescue windows, and other required openings in structures.

Bollards - Permanent or removable poles that are placed across a roadway for the purpose of restricting vehicular access or to protect a piece of equipment from potential vehicular damage.

Breakaway Lock - A lock that features a scored shackle that will break when struck by a hammer or other substantial object.

Fire Lane – A road or other passageway developed to allow the passage of fire apparatus which may or may not be intended for vehicular traffic other than fire apparatus.

Fire Lane Identification - Signs or curb markings that allow fire apparatus access roads to be readily recognized so that they will always remain unobstructed and available for emergency use.

Gate – A movable barrier, usually on hinges or wheels, located at an opening in a fence, wall, or other enclosure, that can be opened to allow the passage of pedestrians or vehicles, and closed to restrict passage.

Hose Pull - The distance between the fire engine and a building, represented by the amount of fire hose that firefighters must pull from the engine to reach the structure and conduct fire suppression operations. Hose pull is measured along the firefighter's path of travel from the fire lane to the building, accounting for any obstructions along that path.

Hose Lay - The distance between the fire engine and a hydrant, represented by the amount of hose laid out from the engine to supply water from the hydrant to the engine. Hose lay is measured along the engine's path of travel on a fire lane.

Hydrant Spacing – The distance between two hydrants that could supply water to fire apparatus engaged in firefighting operations. Hydrant spacing is measured along the fire lane.

Local Responsibility Area (LRA) - Land where a city/county has primary financial responsibility for the prevention and suppression of wildland fires. LRA land is generally located within city boundaries. (Refer to CCR Title 14)

Premises Identification – A method of recognizing and visual means (e.g., address numbers) used to readily identify a property or facility street address. It may also be used to distinguish separate buildings within a single facility or property.

Rescue Openings – An operable window, door, or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

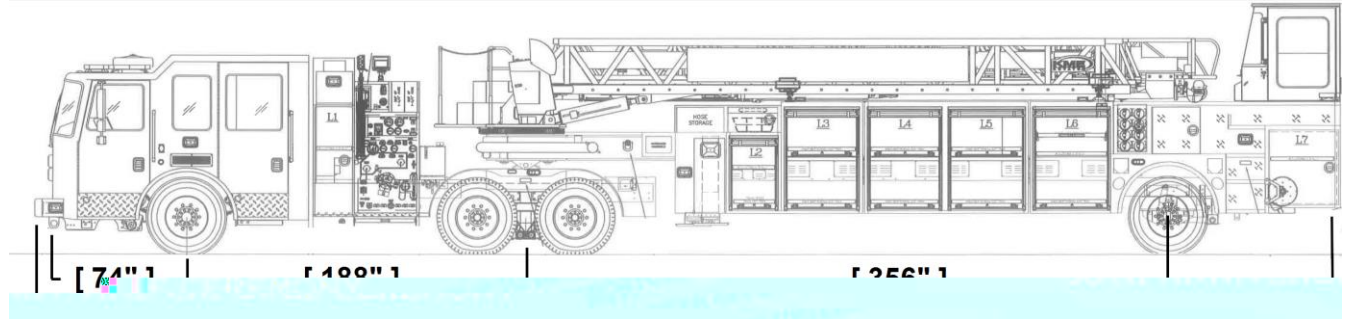
State Responsibility Area (SRA) - Land where the State of California has primary financial responsibility for the prevention and suppression of wildland fires. All SRA land is located within County unincorporated areas; SRA does not include lands within city boundaries or in federal ownership. (Refer to CCR Title 14)

Very High Fire Hazard Severity Zone (VHFHSZ) - A designated area in which the type and condition of vegetation, topography, fire history, and other relevant factors increase the possibility of uncontrollable wildland fire. Structures within a VHFHSZ require special construction features to protect against wildfire hazards; please consult with the local building department. (Refer to CCR Title 14)

Wildfire Risk Area - Land that is covered with vegetation, which is so situated or is of such an inaccessible location that a fire originating upon it would present an abnormally difficult job of suppression or would result in great or unusual damage through fire, or such areas designated by the fire code official.

Attachment 6 - Apparatus Data for Swept Path Analysis

Use the following inputs for analyzing the swept path of a “typical” OCFA fire truck. To improve maneuverability for *all* OCFA apparatus, increase the speed of apparatus navigation through tight turns, and reduce the potential for property damage and resulting delays to emergency response, projections such as light poles, sign posts, mailboxes, planter walls, and vegetation shall not be placed near the edge of the fire lane where they can obstruct or be struck by portions of the vehicle that may overhang the curb.



Weight	94,000 lbs
Width (Cab)	8.50 feet
Width (Outrigger)	15.00 feet
Height Clearance	13.50 feet

APPENDIX A - ACCESS DURING CONSTRUCTION

HOW TO USE THIS APPENDIX

This appendix contains information related to access during construction. In addition to the generic information listed in Guideline B-01, the information in this appendix must be provided with your plan for projects where access or water supply may impact emergency response during construction. **Note: This information may not stand alone and must be used in conjunction Guideline B-01.**

- A1. Access During Construction** - Access and water supply during construction shall comply with CFC Chapter 33 and the provisions listed in this section. Construction activities at job sites that do not comply with these requirements may be suspended at the discretion of the fire code official until a reasonable level of compliance is achieved.

At no time shall construction projects impair/obstruct existing fire lanes or access to the operation of an existing fire hydrant(s) serving other structures.

The developer shall provide alternative access routes, fire lanes, and other mitigation features when existing roadways or hydrants may need to be moved or altered during construction to ensure adequate fire and life-safety protection. Such alternatives and features shall be submitted to the OCFA for review and approval prior to alteration of existing conditions.

- A1.1. Lumber Drop Inspection** - An inspection shall be scheduled with an OCFA inspector to verify that access roadways, fire lanes, and operable hydrants have been provided for buildings under construction and prior to bringing combustible building materials on site.
- A1.1.1. The street address of the site shall be posted at each entrance. Projects on streets without names or street signs posted at the time of construction shall include the project name, tract number, or lot number for identification.
 - A1.1.2. Gates through construction fencing shall be equipped with a Knox padlock or breakaway lock/chain.
 - A1.1.3. When required by the OCFA inspector, fire lanes shall be posted with "Fire Lane – No Parking" signs or 'No Parking Areas' will be identified to maintain obstruction free areas during construction.
 - A1.1.4. Provisions shall be made to ensure that hydrants are not blocked by vehicles or obstructed by construction material or debris. A three-foot clear space shall be provided around the perimeter of the hydrant and no parking or similar obstructions shall be allowed along the adjacent road within 15 feet of the hydrant. Inoperable hydrants shall be bagged.
- A1.2. Temporary Fire Access Roads** - Temporary access roads (construction roads that do not match the final location and configuration of permanent roads as approved on a Fire Master Plan) and temporary hydrants may be permitted for single family residential model construction or a single detached custom home less than 5500 square feet in area with the conditions listed below. They may be allowed on a case-

by-case basis for other structures with additional requirements, as determined by the fire code official.

- A1.2.1. Plans for temporary access shall be submitted to the OCFA Planning and Development Services Section. Plans will show proposed temporary roadway locations, location of models, space dedicated to storage of construction materials, and parking for work crews and construction vehicles. The plans shall clearly state that they have been submitted for temporary access and hydrants.
- A1.2.2. Plans shall be stamped and signed by a licensed civil engineer stating that the temporary access road can support 94,000 pounds of vehicle weight in all-weather conditions. Plans will also provide manufacturer's documentation that demonstrates suitability of the material, specifically as a road stabilizer.
- A1.2.3. Parking plans will include details on how the construction site will enforce fire lanes and no parking zones.
- A1.2.4. Aboveground invasion lines are acceptable for water supply.
 - Drawings show detail how the line will be secured in place (e.g., size, depth, and interval of rebar tie-downs) and protected from vehicular damage (e.g., K-rails or bollards).
 - An invasion line may be run underground if the depth of bury can support the 94,000-pound weight of a fire apparatus.
 - The temporary water line must provide the required fire flow; calculations may be required.
 - The pipe shall be listed for fire service.
 - Fire hydrants shall consist of a minimum 6" barrel with one 2-1/2" outlet and a 4" outlet. Note this on the plan.
- A1.2.5. All other access and water requirements shall apply (e.g., width, approach clearance, premises identification, locks, gates, barriers, etc.).
- A1.2.6. The approved plan for temporary access and water supply shall be available at the construction site prior to bringing combustible building materials on-site.
- A1.2.7. An inspection by OCFA personnel is required to verify adherence to the approved plan prior to bringing combustible materials on-site.
- A1.3. **Phased Access** - Incremental installation of permanent access roadways as shown on a fire master plan may be permissible for commercial and residential developments. If phased installation is anticipated, the site superintendent or designee shall review the installation process with an OCFA inspector during the lumber drop inspection or pre-construction meeting. Depending on the complexity of the installation, size of the project, and other project-specific factors, the inspector may allow phased installation to proceed immediately or may first require that all or some of the following items are satisfied:
 - The extent of building construction.
 - Location of operable hydrants serving all buildings under construction.

- The location of construction fencing, barriers, and vehicle access gates.
 - The location of all temporary or permanent “fire lane—no parking” signs.
 - Equipment/materiel staging locations.
 - Worker parking areas.
- A1.3.1. Phasing plans shall be stamped and signed by a licensed civil engineer stating that the access road can support 94,000 pounds of vehicle weight in all-weather conditions. The final road section less the final lift of asphalt topping may be acceptable if certified by the engineer.
- A1.3.2. The phasing plan shall identify any anticipated areas where fire department access roadways may be temporarily inaccessible due to trenching, slurry coating, striping, or other construction activities after they have been installed and inspected. The plan shall indicate the anticipated period of impairment and include provisions for providing plating over trenches and alternative access routes, notification to the fire department, and/or other forms of mitigation when such roadways are impaired.
- A1.3.3. Provide a parking plan for the construction site detailing how the fire lane no parking regulations will be enforced. Include a clause stating that “the job-site superintendent is responsible for informing the work crews of parking requirements and that the entire job-site is subject to shut down by the OCFA inspector if parking is in violation of fire lane posting.”
- A1.3.4. The approved phasing plan shall be available at the construction site prior to bringing combustible building materials on-site. A lumber drop inspection by an OCFA inspector will be required prior to the commencement of each phase; additional inspection fees will be due for each phase.
- A1.3.5. All other access and water requirements shall apply (e.g., width, approach clearance, premises identification, locks, gates, barriers, etc.).

APPENDIX B – GATES AND BARRIERS

HOW TO USE THIS APPENDIX

This appendix contains information related to gates and barriers shown on the Fire Master Plan. In addition to the generic information listed in Guideline B-01, the information in this appendix must be provided with your plan if your plan incorporates gates and barriers. **Note: This information may not stand alone and must be used in conjunction Guideline B-01.**

B1. Obstructions to Emergency Vehicle Access - Existing or proposed gates and barriers crossing fire lanes must be shown on the plans. Information such as the location, type of gate (e.g., swinging, sliding), dimensions, and method of operation (manual, electric) must also be provided. Note or identify the following on the fire master plan:

B1.1. Clear Width – Gated openings for vehicle egress and ingress of vehicles shall have at least 13-feet of clear width when serving a single 13-foot-wide fire lane designed for traffic travelling in one direction and 20-feet clear for a 20-foot-wide fire lane serving traffic travelling in two directions. The vertical clearance shall not be less than 13-feet 6-inches, including landscaping and/or foliage (Figure B1 and next page, Figure B2). In SRA and LRA VHFHSZ, gate openings shall be at least two feet wider than the roadway and a minimum of 14' wide in accordance with CCR Title 14.

FIGURE B1- Fire Apparatus Access Roadway Clearance for Typical Gated Community Guard House

Fire lane width reductions detailed below are applicable only to the area immediately adjacent to the guard house or gate. Roads leading up to and beyond the guard house or gate shall meet standard fire lane width requirements prescribed in Section 2.5 of this guideline.

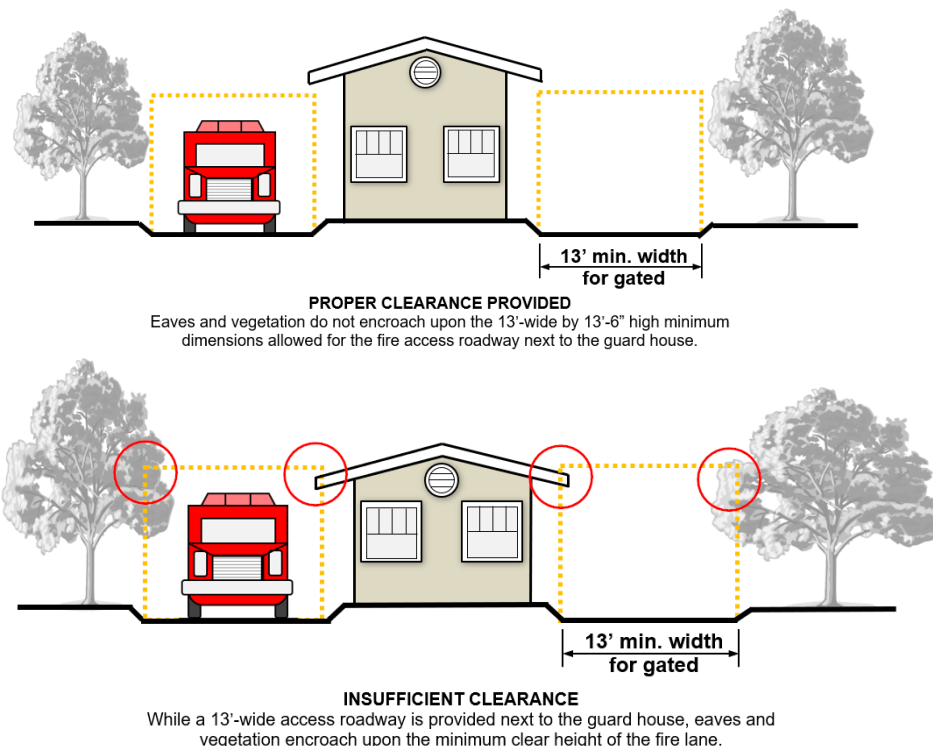
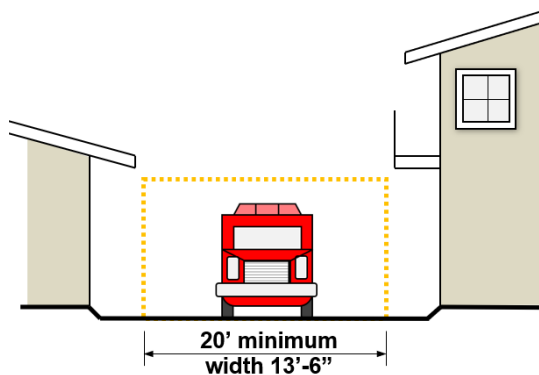
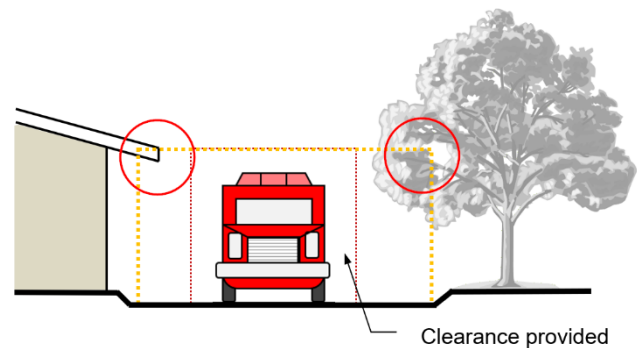


Figure B2– Fire Apparatus Access Roadway Clearance**PROPER CLEARANCE PROVIDED**

Eaves, balconies, and other obstructions do not encroach upon the 20' wide by 13'-6" high fire access roadway envelope. As projections over the fire lane can interfere with firefighting and rescue operations, such obstructions shall be limited.

**INSUFFICIENT CLEARANCE**

A 20'-wide roadway has been provided, but eaves and vegetation effectively reduce the clear dimensions below required minimums.

B1.2. Turning Radii – The inside turning radius shall be at least 20-feet with an outside radius of 40-feet or greater for both the exterior and the interior approach to the gate.

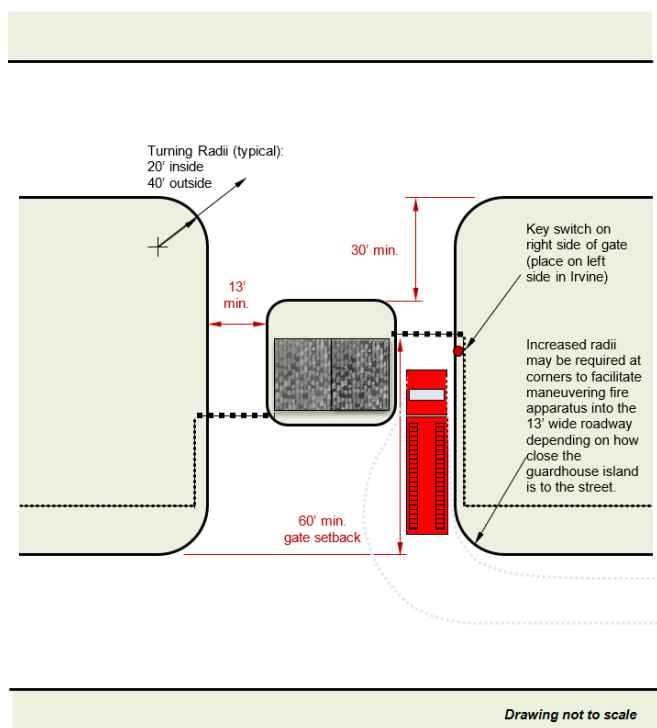
B1.3. Setbacks from the Street – Gates and barriers shall be located a minimum of 60-feet from any street with average daily trip (ADT) greater than 30,000 (Figure B3). A private driveway serving only one single-family residence is exempt from this requirement. In SRA and in LRA VHFHSZ, all setbacks shall be a minimum of 30 feet per CCR Title 14.

B1.4. Setbacks from First Interior Turn – A 30-foot minimum setback is required from a gate to the first turn.

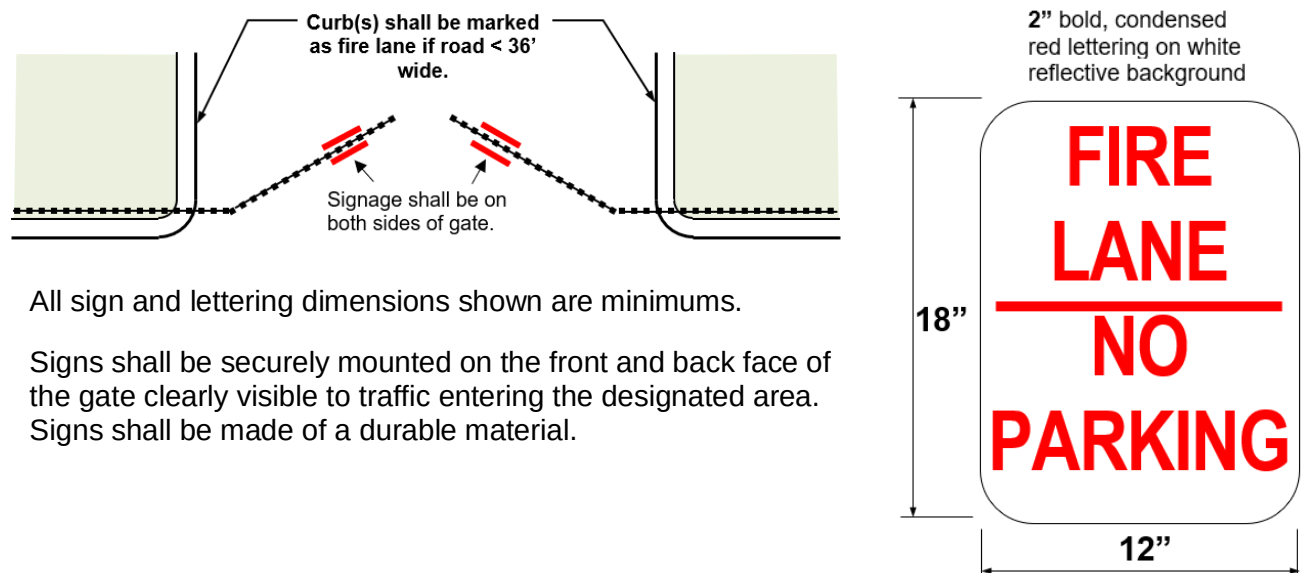
B1.5. Manually Operated Gate Design – Typical gate designs may include sliding gates, swinging gates, or a chain traversing the opening.

B1.5.1. Permanent or removable bollards are not permitted to be placed across fire lanes.

B1.5.2. Permanent signage constructed of 18-gauge steel or equivalent shall be attached on each face of the gate that reads "NO PARKING – FIRE LANE" or similar (next page, Figure B4).

Figure B3 – Minimum Gate Setbacks

Drawing not to scale

Figure B4– Fire Lane No Parking Signs for Manually Operated Gates and Barriers

All sign and lettering dimensions shown are minimums.

Signs shall be securely mounted on the front and back face of the gate clearly visible to traffic entering the designated area. Signs shall be made of a durable material.

B1.5.4. Where the gate will be used for purposes other than emergency vehicle access, installation of a Knox box containing a key to operate an owner-supplied padlock is recommended. If the gate can be reached by emergency personnel from both sides (such as for a secondary emergency access roadway serving a residential tract), the lock shall also be capable of being accessed from both sides. Knox boxes shall be provided as necessary to ensure that the lock can be accessed and opened from any direction of approach available to emergency personnel.

B1.6. Electrically Operated Gates and Barriers CFC 503.6

B1.6.1. In the event of loss of normal power to the gate operating mechanism, it shall be automatically transferred to a fail-safe mode allowing the gate to be pushed open by a single Firefighter *without any other actions, knowledge, or manipulation of the operating mechanism being necessary and without the use of battery back-up power, except as noted below.* The manufacturer's specification sheet demonstrating compliance with this method of operation during power loss shall be provided or scanned directly onto the plan. Should the gate be too large or heavy for a single firefighter to open manually, a secondary source of reliable power by means of emergency generator or a capacitor with enough reserve to automatically, immediately, and completely open the gate upon loss of primary power shall be provided for fail-open operation. A capacitor, *but not a battery*, may also be used for fail-open operation where the gate operating mechanism does not have a fail-safe mode.

B1.6.1.1. A battery may only be used in place of fail-safe manual operation when the gate operator has a fail-open mode that will automatically, immediately, and completely open the gate and keep it open upon reaching a low power threshold, regardless of the presence of normal power.

B1.6.2. For electrically operated gates, the type of remote gate opening device that will be installed shall be noted on the plan. The remote opening device is required in

addition to the Knox key switch. A gate serving an individual single-family residence or duplex is exempt from this requirement. Please see below for the currently approved gate opening systems:

- 3M Opticom
- Click2Enter (system shall be configured in single-pulse mode with 1.5 second transmission window)
- Fire Strobe Access Products, Inc.
- Tomar

B1.6.3. Upon activation of the key switch, the gate shall open and remain open until returned to normal operation by means of the key switch. Where a gate consists of two leaves, the key switch shall open both simultaneously if operation of a single leaf of the ingress side does not provide for the width, turning radii, or setbacks necessary for fire apparatus to navigate the vehicle entry point.

B1.6.4. The key switch shall be labeled with a permanent red sign with not less than ½" contrasting letters reading "FIRE DEPT" or with a "Knox" decal.

B1.6.5. Place the OCFA notes for electric gates on the plan verbatim (Appendix B, Attachment 1).

B1.7. **Gate Locks** – Gate locks shall be reviewed and approved prior to their installation on any new and/or existing gate. Authorization for Knox products is processed through the Knox Box company website at www.knoxbox.com. Knox key switches and key boxes serving only vehicle gates and not buildings shall be sub-mastered for use by both the fire and sheriff/police department. Call the OCFA Planning and Development Services Section at 714-573-6100 for any questions regarding the need for key boxes or switches.

B2. **Path of travel obstructions** – Fences, planters, and vegetation may not interfere with access and egress routes.

B2.1. **Key boxes and key switches** – Knox devices shall be provided where necessary to ensure that immediate access for firefighting, rescue, and other emergency purposes is possible. The location, at a minimum, for the Knox device(s) shall be provided for the following locations:

- Gates along the paths of firefighter travel from the fire lane to all points along the perimeter of the structure.
- Gates to pool enclosures.
- Building gates or doors leading to interior courtyards containing rescue windows.
- Building gates or doors leading to exterior hallways or balconies providing access to residential units or tenant suites.
- Gates in exterior enclosures containing hazardous or combustible material storage.
- Buildings using hazardous materials or processes where such warrants immediate access.

- Exterior doors to rooms containing main alarm panels or annunciators.
- Doors and gates providing access to parking structures.
- Within the fire command center in high-rises and other large buildings.
- Main entry to buildings equipped throughout with an alarm system and not staffed 24/7.
- Facilities where a high-volume of after-hours calls is expected or experienced.
- Doors and gates to other areas identified by the fire department.

Breakaway Lock – When approved by the OCFA, a breakaway lock or a Knox padlock may be used in lieu of a key box for exterior hazardous or combustible material storage areas. Manually operated vehicle or pedestrian access gates that are not commonly used or not required to be openable from the egress side may also be provided with a breakaway padlock.

- B2.2. Knox Device Location** - Knox boxes or switches shall be located adjacent to and clearly visible from the gate or door served. Gates in walls and fences up to six feet in height shall be securely mounted at a height of four to five feet above grade; on buildings they shall be mounted six feet above grade and in a location that is easily accessible to firefighters. Where the potential for vandalism or tampering is significant, key boxes that are not submastered may be mounted higher with OCFA approval. Boxes and switches are not required to be electronically monitored; if they are, they shall not initiate an alarm signal that requires a response by the fire department.
- B2.3. Key box Contents** - The key used to unlock the gate or door shall be kept in the key box. When the key unlocks more than the individual adjacent gate or door, a label or tag shall be attached to the key identifying the gates or doors it operates. Where multiple gates or doors are served by a single box, two or more copies of the key(s) are recommended so that a copy will be available to each engine company responding to the site.
- B2.4. Electric Locks** – Electromagnetically or electromechanically locked pedestrian gates and doors shall be equipped either with a Knox box containing a key to open the lock or, if the door lock cannot be operated with a key from the exterior, a Knox key switch shall be provided adjacent to the door. Where key switches are provided, the door or gate lock shall remain disengaged until the key switch is returned to the “normal” closed or locked position.
- B2.5. Manual Vehicle Gates** – Manually operated gates shall have breakaway padlocks, Knox padlocks, or weather-resistant Knox key boxes. The key box shall be placed four to five feet above the roadway surface at the right side of the access gate in a conspicuous location that is readily visible and accessible. In Irvine, the key boxes shall be located on the left side. The key box must be clearly labelled “FIRE DEPT”.
- B2.6. Electric Vehicle Gates** – The gate control for electronic gates shall be operable by a Knox emergency override key switch (with dust cover), readily visible and unobstructed from the fire lane leading to the gate, and clearly labelled “FIRE DEPT”. The key switch shall be placed between 42” and 48” above the roadway surface at the right side of the access gate within two feet of the roadway edge. In Irvine, the key switches shall be located on the left side of the access gate.

- B2.7. **Master and Submaster Keying** – Knox devices that provide access only to the perimeter of buildings and exterior common areas shall be submastered for dual use by the fire and police departments. Where access to interior common areas of buildings is mandated by the local security or municipal code, Knox devices shall also be submastered. Knox boxes containing keys to access any interior private spaces, such as the interior of single tenant buildings or individual suites in a multi-tenant building, shall be mastered for use by the fire department only.

Where additional devices beyond those required by the fire department are called for in the local municipal or security code, they shall also be accessible for use by the fire department to facilitate emergency response.

- B2.8. **Ordering Knox Devices** – Knox products are ordered through the Knox Box company website at www.knoxbox.com . If you have questions, please contact OCFA Community Risk Reduction by email at knoxboxprogram@ocfa.org or by phone at 714-573-6100.

APPENDIX B, ATTACHMENT 1 - OCFA Notes for Electric Vehicle Gates

All of the notes listed below shall be placed on the plan verbatim, under the heading “OCFA Notes for Electric Vehicle Gates.” Indicate the type of remote gate operator under Note #1.

- 1) A remote opening device is required. The remote gate opening device that will be installed is (check one):
 - ☐ 3M Opticom
 - ☐ Click2Enter* (single-pulse mode with 1.5 second transmission window)
 - ☐ Fire Strobe Access Products, Inc.
 - ☐ Tomar
- 2) In the event of loss of normal power to the gate operating mechanism, it shall be automatically transferred to a fail-safe mode allowing the gate to be pushed open by a single firefighter *without any other actions, knowledge, or manipulation of the operating mechanism being necessary.*
 - a) A battery may only be used in place of fail-safe manual operation when the gate operator has a fail-open mode that will automatically, immediately, and completely open the gate and keep it open upon reaching a low power threshold, regardless of the presence of normal power.
 - b) Should the gate be too large or heavy for a single firefighter to open manually, a secondary source of reliable power by means of an emergency generator or a capacitor with enough reserve to automatically, immediately, and completely open the gate upon loss of primary power shall be provided for fail-open operation.
- 3) In addition to the remote operator, the gate control shall be operable by a Knox emergency override key switch equipped with a dust cover. Upon activation of the key switch, the gate shall open and remain open until returned to normal operation by means of the key switch. Where a gate consists of two leaves, the key switch shall open both simultaneously if operation of a single leaf on the ingress side does not provide for the width, turning radii, or setbacks necessary for fire apparatus to navigate the vehicle entry point.
- 4) The key switch shall be placed between 42” and 48” above the roadway surface at the right side of the access gate within two feet of the edge of the roadway. In Irvine, the switch shall be on the left side in accordance with Irvine’s Uniform Security Ordinance.
- 5) The key switch shall be readily visible and unobstructed from the fire lane leading to the gate.
- 6) The key switch shall be labeled with a permanent red sign with not less than ½” contrasting letters reading “FIRE DEPT” or with a “Knox” decal.

APPENDIX C - RESIDENTIAL AND TRACT DEVELOPMENTS

HOW TO USE THIS APPENDIX

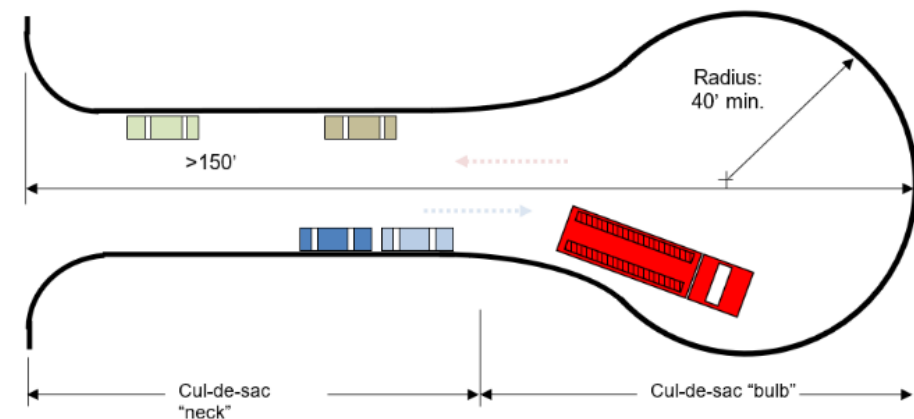
This appendix contains information related to fire master plans for residential tract developments. These requirements may also be applied to individual single-family homes or duplexes (Appendix C, Attachment 1) or to multi-family housing projects as approved by the fire code official. In addition to the generic information listed in Guideline B-01, the information in this section of the appendix must be provided with your plan if your plan incorporates residential developments. **Note: This information may not stand alone and must be used in conjunction Guideline B-01.**

C3. Residential Tract Developments - The following requirements apply to all new residential tract developments with single-family homes or duplexes.

C3.1. Cul-de-sacs – Cul-de-sacs shall comply with the following requirements:

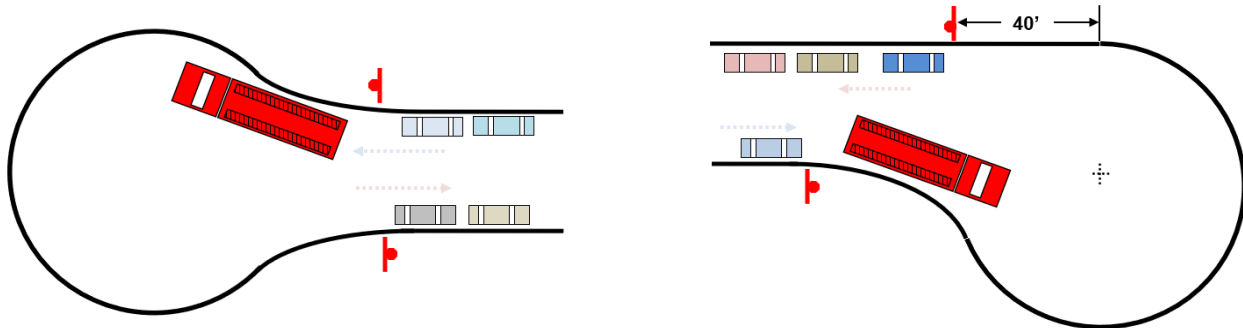
C3.1.1. Any street that is a required fire lane and greater than 150 feet in length shall be provided with a 40-foot minimum outside turning radius or other approved turnaround within 150' of the end of the fire lane (Figure C1). Where a spur road or private driveway that is a required fire lane is accessed via the cul-de-sac road, the driveway or spur shall be no more than 150-feet in length unless an approved turnaround has been provided within the 150-feet at the end of the spur or driveway.

**Figure C1 -
Cul-de-Sacs
and Dead-End
Roadways**



- C3.1.2. The cul-de-sac shall be identified as a fire lane with red curbs or include “Fire Lane – No Parking” signs (Figure C2) unless the radius, with parking, is a minimum of 48 feet.

Figure C2 – Fire Lane No Parking Sign Locations for Cul-de-sacs/Bulbs



Standard 40' radius cul-de-sac:

“no-parking in cul-de-sac begin” and “end” signs shall be located at the point where the street begins to widen into the bulb.

Offset 40' radius cul-de-sac:

“no-parking in cul-de-sac begin” and “end” signs shall be located at the point where the street begins to widen into the bulb and at a point 40' from where the cul-de-sac and street are tangent.

- C3.1.3. Cul-de-sacs longer than 150-feet that are required to be designated as fire lanes may contain a center island provided the following requirements are met:

- A minimum 20-foot-wide drive lane with a minimum 40-foot outside turning radius is provided around the island.
- Island landscaping will not intrude into the drive lane.
- The island is designated a no parking area with red curbs or fire lane signs.

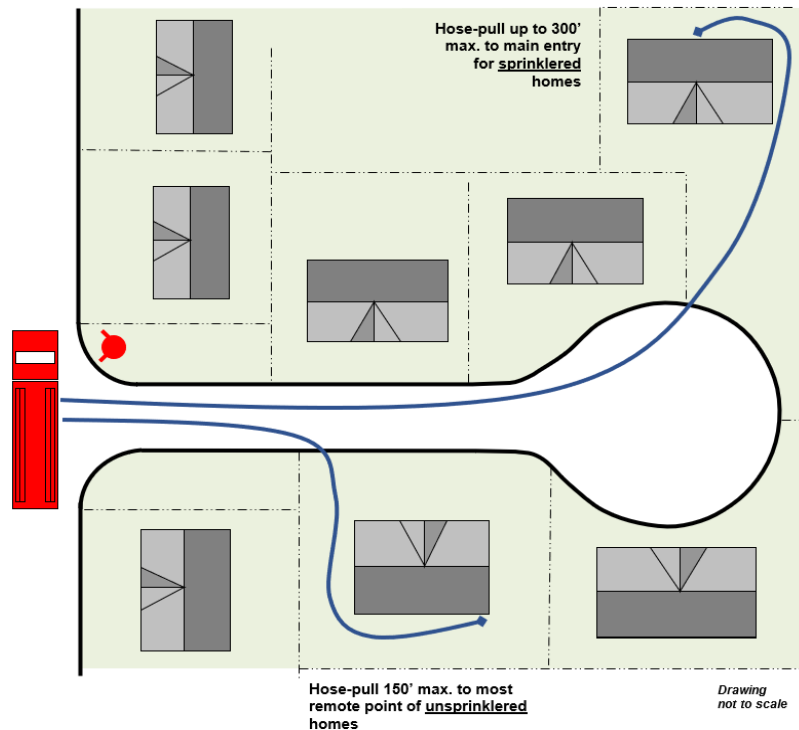
- C3.2. When there are not more than two Group R3 and two Group U occupancies on a single-family residential lot, the fire lane serving a detached single-family home or duplex, or related accessory structure (pool house, casita, garage, workshop, barn, etc.) is protected through by an approved NFPA 13-D, 13-R, or 13 fire sprinkler system, shall extend to within 300-feet of all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building.

- C3.3. In residential tracts with private roads, parking enforcement plans shall include:

- Detailed information specifically identifying who will be responsible for enforcing the plan.
- Powers granted to the entity including vehicle towing information for parking violations (needs to include similar language provided in CVC).
- The aforementioned information needs to be integrated into the fire master plan. Evidence that the enforcement plan is permanently incorporated into the Conditions, Covenants, and Restrictions (CCRs) and/or recorded against the deed shall be provided prior to OCFA approval of the final map or print of linen. Once approved, these provisions cannot be amended without written approval by the OCFA. See Appendix C, Attachment 2 for a sample enforcement letter.

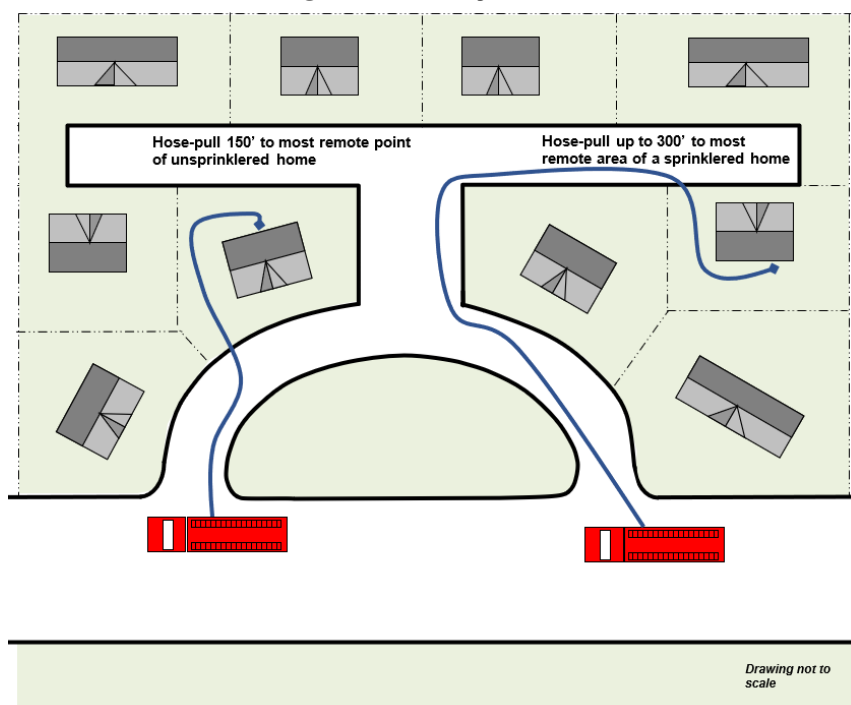
- C3.4. **Short Cul-de-sacs and Dead-End Roads** - If hose-pull distance can be satisfied without fire apparatus entering the cul-de-sac or dead-end road, and the road is not otherwise required to be a fire lane as determined by the fire code official, the street is not required to have a bulb or hammerhead with minimum OCFA turning radii or meet other standard fire lane requirements. (Figure C3)

Figure C3 – Short Cul-de-sacs and Dead-End Roads



- C3.5. **Eyebrows** - If the eyebrow does not meet OCFA's minimum turning radius and width requirements, fire department access will be measured from the nearest available fire lane around the island and any other obstructions. If hose-pull to the most remote area of a sprinklered home exceeds 300' (or 150' to the most remote point around the perimeter for unsprinklered homes), the eyebrow shall be designed as a fire lane or other mitigating features shall be provided. (Figure C4)

Figure C4 – Eyebrows

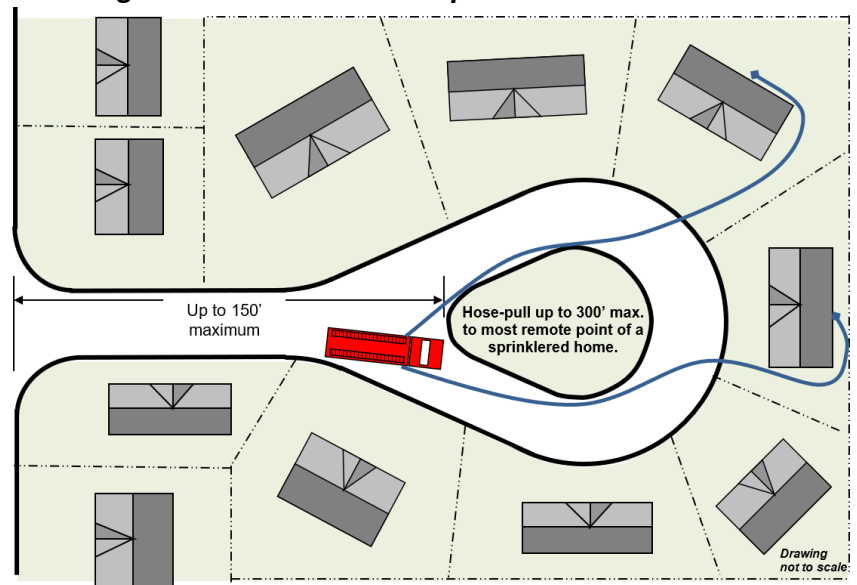


C3.6. **Cul-de-Sacs up to 150' with Islands** - Cul-de-sacs up to 150-feet in length containing an island (Figure C5) will have access to the homes measured along an approved route around the island and any other obstructions in the path of travel from the point of where the island begins to impede fire apparatus.

C3.6.1. If all homes are in access from the area preceding the island, the portion of the bulb beyond the island is not required to comply with OCFA fire lane requirements.

C3.6.2. If the hose-pull to the most remote point of a sprinklered home exceeds 300' (or 150' to the most remote point around the perimeter for unsprinklered homes), the portion of the bulb beyond the island shall be designed as a fire lane or other mitigating features shall be provided.

Figure C5 – Cul-de-sacs up to 150' with Islands



APPENDIX C, ATTACHMENT 1 – Residential Site Plan Checklist**ORANGE COUNTY FIRE AUTHORITY****Plan Checklist for SINGLE FAMILY RESIDENCE (Fee Code PR 160)**

For ADU or SB9 Projects, refer to OCFA information bulletin 01-21

INSTRUCTIONS: Return this completed form with the plans to be submitted. This worksheet is provided for your convenience and is a listing of the required information and content needed for residential site plan review. Providing the items listed is not a guarantee of plan approval. *Please note that additional information or requirements may apply depending on the project and that some of the items listed will not be applicable to every project.* If you need help completing this form or have questions regarding requirements for review, please contact the OCFA Techline@ocfa.org or visit us at 1 Fire Authority Road, Irvine, CA for assistance. You can verify where to submit plans based upon the submittal routing form or by calling the plans counter (714) 573-6100.

Address (Street Number/Name, City): _____

Project Service Request #: _____

1. ☐ Complete OCFA Residential Cover sheet with Submittal scaled plan sheets showing the vicinity map, site plan, building footprint, stories, property lines and elevations of the project. Show any fences, walls, or gates.
2. ☐ Provide the project scope on the plans. Include the building summary, building occupancy, construction type and square footage (existing & proposed) of the residence, garage and any other accessory structures. Note if fire sprinklers are existing or not. *Complete fillable area on OCFA Residential coversheet*
3. ☐ If an automatic fire sprinkler system is required, note on the plan that "a fire sprinkler plan shall be installed per NFPA 13D 2022". Separate plan review and approval of a **fire sprinkler plan** by the OCFA is required prior to installation. *Complete fillable area on OCFA Residential coversheet*
4. ☐ Provide a project directory with the property owner information, project address and city. Include the tract map number or parcel map number for the property. *Complete fillable area on OCFA Residential coversheet*
5. ☐ Show the location and distance of any proposed or existing fire hydrant(s) within 300 feet of property lines.
6. ☐ Indicate all surrounding property uses. If the project adjoins an open space, fuel modification area or a wild-land interface, a **fuel modification plan** may be required separately for a *new* structure. See *Guideline C-05*
7. ☐ Indicate if the project is located near an oil well, oilfield or landfill. A **methane plan** for soil gas mitigation may be required separately. <https://www.conservation.ca.gov/calgem/Pages/WellFinder.aspx>
8. ☐ If applicable complete, signed "**Water Availability**" form and place onto plan. To obtain the form, see www.ocfa.org under the Planning and Development homepage. *Complete fillable area on OCFA Residential coversheet.* For additional information, see OCFA Plan Submittal Criteria Form – Residential Projects Question #5 and Guideline B-01, Appendix D, Table 2.
9. ☐ Specify the width of street or road to which the property is addressed.
10. ☐ Please state on the plans if the project resides within a **Very High Fire Severity Zone (VHFSZ) or State Responsibility Area (SRA)**. If unsure, see ocfa.org to obtain information. Indicate with a note if the design requires CBC Chapter 7A/Residential Code R337. *Complete fillable area on OCFA Residential coversheet*

Print name: _____

Signature: _____

Phone Number: _____

Date: _____

Serving the Cities of Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods
Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano
Seal Beach • Santa Ana • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

RESIDENTIAL SPRINKLERS AND SMOKE DETECTORS SAVE LIVES

APPENDIX C, ATTACHMENT 2 - Sample Parking Enforcement Letter

Date

Planning and Development Services Section
 Orange County Fire Authority
 1 Fire Authority Road
 Irvine, CA. 92602

Re: *(Project Name, Location, and Service Request Number)*
 Parking Enforcement Plan

The fire lane parking enforcement plan for the above referenced project is stated as follows:

All fire lanes within *(list development address or tract information)* shall be maintained and in no event shall parking be permitted along any portion of a street or drive that required fire lanes or any area designated as a fire lane for turn-around purposes either during construction or after occupancy.

***(Association name)* shall adopt reasonable rules and regulations regarding the parking of vehicles along the streets, roads and or drives within the project that are not in conflict with applicable law.**

In furtherance thereof, *(Association name)*, through its officers, committees and agents, will establish the “parking” and “no parking” areas within the property in accordance with Section 22658 of the California Vehicle Code and OCFA Guideline B-01. The law shall be enforced through such rules and regulations by all lawful means, including, written warnings, citing, levying fines and towing vehicles in violation.

(Association name) will contract with a certified patrol and towing company to remove vehicles that violate no parking restrictions. First time violators will receive a written warning and with subsequent violations, the vehicle shall be subject to towing. The vehicle owner shall be responsible for all costs incurred in remedying such violation, including without limitation towing cost, citations, and legal fees.

Company Name

Authorized Agent Signature

Cc:

EXHIBIT "B"

Guideline C-05

Vegetation Management Guideline: Technical Design for New Construction

Fuel Modification Plans and Maintenance Program

Orange County Fire Authority

Community Risk Reduction

1 Fire Authority Road, Building A, Irvine, CA 92602 • www.ocfa.org • 714-573-6100

Vegetation Management Guideline: Technical Design for New Construction Fuel Modification Plans and Maintenance Program



Guideline C-05

Serving the Cities of Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods
• Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Seal Beach •
Santa Ana • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

Vegetation Management Guideline: Technical Design for New Construction Fuel Modification Plans and Maintenance Program

TABLE OF CONTENTS

INTRODUCTION	3
PURPOSE	3
SCOPE	3
FUEL MODIFICATION ZONES	4
1. Zone "A"	4
2. Zone "B"	5
3. Zone "C/D"	5
TYPES OF INTERIOR SLOPES: RESIDENTIAL TRACT	6
1. SMA Interior Slopes	6
2. Roadside Protection Zones (RPZ)	6
FUEL MODIFICATION PLANS: REQUIRED INFORMATION	7
Section 1: Conceptual Fuel Modification Plans	7
Section 2: Precise Fuel Modification Plans	10
Section 3: Plant Palette Information	12
Section 4: Alternative Materials & Methods Construction Features, and Fire Protection Plans	13
Section 5: Special Maintenance Areas and Roadside Protection Zones	14
ATTACHMENTS	15
1. New Construction Inspection Requirements	15
2. Introductory Maintenance Information	16
3. Incline Measurement for Selected Slopes	17
4. Zone Marker Details	18
5. Sample CC&R Maintenance Language	19
6. Requirements for Planting Installation in Fuel Modification Zones	21
7. Undesirable and Invasive Plant Species	22
8. Fuel Modification Zone Plant List	23

Technical Design for New Construction Fuel Modification Plans and Maintenance Program

INTRODUCTION

Vegetation management has proven to be a major factor in reducing the probability of buildings igniting from wildfires. When combined with special building construction features, the potential for ignition is further reduced.

PURPOSE

Managing the design and placement of vegetation in and around new structures will reduce the effects of a wildfire. For this reason, codes are adopted that require vegetation management and special construction features. The Fuel Modification Plan is a vegetation management code that requires landscaped areas adjacent to new structures be dedicated for permanent vegetation management activities.

The Fuel Modification Program brings fire-safe landscaping and construction features together to improve community safety and reduce property loss during wildfire emergencies. This guideline provides you with the information and steps needed to prepare a Fuel Modification Plan and maintain vegetation in Fuel Modification areas for a successful long-term outcome. Furthermore, it covers the timing of plans for construction, plan criteria needed for approval, plant lists for the zones, new construction inspection requirements, and introductory maintenance information.

SCOPE

All new single-family homes, multi-family residential, Accessory Dwelling Unit (ADU), utility, and commercial structures built in, or adjacent to, a wildfire-risk area or such areas designated by the fire code official, require a Fuel Modification Plan in conjunction with the 2022 California Fire Code (CFC), Chapter 49. However, a Fuel Modification Plan may or may not be required based on lot size, configuration, or your property's connection and proximity to grass, brush, and ornamental vegetation. For questions regarding the Fuel Modification requirements and your project, contact the OCFA RSG line at (714) 573-6774.

The plan requires permanent vegetation management in dedicated land areas and is used indefinitely to facilitate on-going maintenance requirements. For existing structures that were not developed with a fuel modification plan or condition, maintenance shall be completed as required in the Vegetation Management Maintenance Guideline for Property Owners.

For new structures proposed within the State Responsibility Area (SRA), as defined in the Public Resource Code Sections 4126-4127 or within the Local Responsibility Area (LRA) - Very High Fire Hazard Severity Zone (VHFHSZ), as defined in the Government Code Section 51175 – 51189, and the California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, a 30-foot setback from the structures to the property line shall be required.

FUEL MODIFICATION PLAN OVERVIEW & SEQUENCING

There are two types of Fuel Modification Plans, conceptual and precise. Each type is submitted at a different time during the development and construction process.

1. Conceptual (see Section 1: Conceptual Fuel Modification Plans for requirements)
 - a. Infrastructure of the zone widths and program
 - b. Land use restrictions
 - c. Tract and property line information
 - d. When to submit
 - 1) Concurrent with Environmental Impact Report (EIR) processing
 - 2) Prior to tentative tract map, parcel map, or final tract map approval
 - 3) Prior to fire master plan submittal
2. Precise (see Section 2: Precise Fuel Modification Plans for requirements)
 - a. Approval of planting plans
 - b. Final details
 - c. Inspection information
 - d. When to submit
 - 1) Prior to approval of planting plans from other permitting agencies
 - 2) Prior to precise grading or building permit issuance, whichever comes first
 - 3) Prior to Fire Master Plan approval

FUEL MODIFICATION ZONES

The Fuel Modification area is comprised of three zones with specific design criteria. The standard Fuel Modification area is 170 feet in width, measured out horizontally from the structure in all directions on the site (see Attachment 3: Incline Measurement for Selected Slopes). Many developments have interior slopes with Special Maintenance Areas (SMA). See below for specific unique requirements for each zone. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.

Note: Additional planting restrictions may be required for certain plant species (see Approved Plant Palette Qualification Statements for Select Plant Species on page 31).

1. Zone "A" (20-foot minimum width, with the first 5 feet as the Immediate Zone)
 - a. Flat level ground requirement
 - b. Building foundation setback (no design alternatives allowed)
 - c. Zone "A" (20 feet wide – measured from the structure out)
 - 1) Setback from the slope nearest the foundation
 - 2) No combustible construction is allowed within Zone "A"
 - 3) Automatic irrigation systems to maintain healthy vegetation with high moisture content and to be regularly irrigated
 - 4) Plants in this zone shall be highly fire resistant and selected from Attachment 8: Fuel Modification Zone Plant List (also refer to Section 3: Plant Palette Information)
 - 5) If all Zones "A-D" are to be maintained by the structure owner, then Zone "A" shall begin at the wall of the structure

- d. Immediate Zone (First 5 feet measured from the structure out, in all directions)
 - 1) No combustible bark or mulch
 - 2) Plants in this area to be irrigated, naturally low growing (below 2 feet in height), and non-woody
 - 3) No combustible construction is allowed, fencing, gates, patio covers, etc.
- 2. Zone "B" (50 -150 feet in width): Slope design requires a minimum 50-foot irrigated zone

Note: A dry Zone "B" may be used if plants and design are appropriate

- a. Required at the nearest slope adjoining Zone "A"
- b. Irrigated and planted per Attachment 6: Requirements for Planting Installation in Fuel Modification Zones
- c. May replace Zones "C/D" when grading plans require larger replanted areas
- d. All plant species designed for Zone "B" shall be selected from Attachment 8: Fuel Modification Zone Plant List. Existing fuel modification maintenance programs are limited to the plants listed on the approved plans unless a revision is requested. Planting and maintenance shall be in accordance with planting restrictions from Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, Attachment 7: Undesirable and Invasive Plant Species, and Attachment 8: Fuel Modification Zone Plant List.
- e. No combustible construction is allowed within Zone "B"
- 3. Zone "C/D" (0-100 feet in width)
 - a. One natural vegetation thinning (Zone "C") or two thinning zones (Zone "C/D")
 - 1) Zone "C" shall be 50% thinning of vegetation
 - 2) Zone "D" shall be 30% thinning of vegetation
 - b. Planting installation per Attachment 6, if installing plants
 - 1) Existing plants that will remain shall be in accordance with Attachment 6: Requirements for Planting Installation in Fuel Modification Zones and Attachment 7: Undesirable and Invasive Plant Species (see Section 3: Plant Palette Information)
 - c. See Section 4: Alternative Material & Methods
 - d. Plant species introduced into Zone "C" and "D" shall be selected from Attachment 8: Fuel Modification Zone Plant List. Maintenance shall be in accordance with Attachment 6: Requirements for Planting Installation in Fuel Modification Zones and Attachment 7: Undesirable and Invasive Plant Species (see Section 3: Plant Palette Information)
 - e. No combustible construction is allowed within Zone "C" and "D"

Note: A clear, brush-free area of 10 ft shall be required around the perimeter of the ground-mounted photovoltaic arrays. A noncombustible base, approved by the fire code official, shall be installed and maintained under the photovoltaic arrays and associated electrical equipment installations, per the 2022 CFC Chapter 1205.5.1.

TYPES OF INTERIOR SLOPES: RESIDENTIAL TRACT

1. SMA Interior Slopes
 - a. 100 feet maximum width
 - b. Slopes and common areas interior from the community perimeter (see Section 5: Special Maintenance Areas and Roadside Protection Zones)
 - c. Located in commonly owned land areas, beginning at the property lines of the privately owned lot
 - d. Areas shall be irrigated
2. Roadside Protection Zones (RPZ)
 - a. 50 feet maximum width measured from the edge of the roadway
 - b. Can be designed as RPZ or SMA, depending if the road is at the perimeter or interior of the community
 - c. Streetscape designs that are not community perimeter edges may not be regulated unless a distinct hazard is created
 - d. Areas shall be irrigated

When an SMA or RPZ is within 100 feet of a structure, the SMA or RPZ will be considered a defensible space area. The defensible space area shall comply with Attachment 2: Introductory Maintenance Information, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, and Attachment 7: Undesirable and Invasive Plant Species. Alternative design methods may be approved through the Alternate Materials & Methods process.

FUEL MODIFICATION PLANS: REQUIRED INFORMATION

Section 1: Conceptual Fuel Modification Plans

Plans shall be prepared by a licensed landscape architect or other design professional with equivalent credentials. First submittal requires only two sets of plans. Each subsequent submittal shall include an electronic PDF copy of the plan and three sets of paper plans.

Note: If the designer is prepared to submit Precise Fuel Modification Plans with the planting plans, conceptual plans are not required to be submitted. If the designer forgoes the conceptual submittal and submits the precise plan, the required conceptual plan information shall be provided on the precise plan.

The following information shall be included on Conceptual Fuel Modification Plans:

- ☒ Check each box, after providing the information on your design plans:
- A. ☐ Identify the total size of the development by showing all tract boundary lines, property lines, slope contour lines, and structure foundation footprints.
- B. ☐ Place descriptive notes of the land uses adjoining the development property on all sides (e.g., future construction, existing structures, natural vegetation, restoration plans, roads, parks, etc.).
- C. ☐ Add a note on the plan stating the project is or is not located in a LRA - VHFHSZ or in an SRA.
- D. ☐ Add a note stating the structure(s) shall be built to the California Building Code (CBC) Chapter 7A standard if the project is located in a LRA - VHFHSZ or in an SRA area.
- E. ☐ Add a note stating combustible fencing is not allowed within any Fuel Modification Zone.
- F. ☐ Contour lines shall be provided on the plan to show valleys and hills, and the steepness or gentleness of slopes for all Fuel Modification Zones.
- G. ☐ Ensure all foundations have a minimum 20-foot setback from edge of slope.
- H. ☐ Select an on-slope option from the choices of Fuel Modification Zones from pages 4 and 5. Delineate the width as described.
- I. ☐ All plants in fuel modification zones shall be selected from Attachment 8: Fuel Modification Zone Plant List.
- J. ☐ Label all interior slopes and all common areas as "Special Maintenance Areas" and/or "Roadside Protection Zones", if applicable. If SMA planting plans are

designed, they shall be submitted with the conceptual FMZ plans. If not designed yet, place a note that all planting plans require plan review and approval (see Section 5: Special Maintenance Areas and Roadside Protection Zones for more information). When a SMA or RPZ is within 100 feet of a structure, the SMA or RPZ will be considered a defensible space area. The defensible space area shall comply with Attachment 2: Introductory Maintenance Information, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, and Attachment 7: Undesirable and Invasive Plant Species. Alternative design methods may be approved through the Alternate Materials & Methods process (see Section 4: Alternate Materials & Methods).

- K. ☐ SMA and RPZ shall not have plants from Attachment 7: Undesirable and Invasive Plant Species.
- L. ☐ Delineate RPZ with either a maximum irrigated 50-foot wide FMZ "B" when located on community perimeter areas or SMA when roads are interior to perimeter.
- M. ☐ Each FMZ, SMA, and RPZ shall be symbolized and referenced on the plan clearly and on a distinct legend.
- N. ☐ Notate all FMZ, SMA, and RPZ as irrigated or non-irrigated landscaping.
- O. ☐ Provide the name of the entity/entities responsible for the maintenance of all FMZ, SMA, and RPZ.
- P. ☐ Show the name and location of any existing plant species you are proposing to retain on the plan (If no existing plant species are shown, existing vegetation shall be removed from the plan entirely).
- Q. ☐ Design dedicated emergency and maintenance access paths on **commonly owned** property, from the street frontage to lettered lots, to facilitate access behind the homes. This requires:
 1. Paths every 500 lineal feet of FMZ or SMA length to have access, with a minimum 7-foot clear **width** and a dedicated **flat** path.
 2. Covenants for FMZ and SMA access and maintenance to be recorded concurrently with all planning maps and referenced in Covenants, Conditions & Restrictions (CC&Rs).
- R. ☐ Covenants will be required to be recorded for FMZ, SMA, and RPZ located on private homeowner lots prior to Precise Fuel Modification Plan approval (place as a note on plan if applicable).
- S. ☐ Copy Attachment 1: New Construction Inspection Requirements, Attachment 2: Introductory Maintenance Information, Attachment 3: Incline Measurement for Selected Slopes, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, and Attachment 7: Undesirable and Invasive Plant Species on the plans for on-going maintenance requirements.

- T.** ☐ If there are limited areas in which you cannot meet Fuel Modification distance requirements, follow the plan submittal requirement directions in Section 4: Alternate Materials & Methods.
- U.** ☐ If the project has an area within the project boundary or adjacent areas affecting the project which would fall under the restriction of an agency (e.g., Army Corps of Engineers, California Coastal Commission, a Specific Plan, a Habitat Management & Monitoring Plan, etc.), the agency name; along with the maintenance, scope of work and management plan for those restricted areas shall be provided on the plan and documentation to support the management plan and maintenance allowed in the restricted areas provided at the time of submittal. If an area is discovered at any point in the submittal process, which would limit the design and/or maintenance requirements of the plan, the project will need to be re-evaluated to determine whether the limitations will impact the Fuel Modification design. If there are no restricted areas, make a note stating to the fact on the plans.
- V.** ☐ The following notes (1-6) shall be copied on the plans:
1. The owner/developer will obtain planting plan approval from OCFA prior to receiving final approval from all other landscape permitting agencies within FMZ, interior slopes/common area landscaping SMA, and RPZ.
 2. FMZ, SMA, and RPZ land areas were purchased and dedicated for the purposes of wildfire maintenance activities, beautification, and erosion control. Protected plants and habitat identified after Fuel Modification Plan approval through surveys or other biological programs cannot be retrofitted back within the limits of these areas.
 3. The developer is responsible for ensuring that the calculated revenue from homeowner dues is sufficient to cover the cost of future maintenance, based on the originally approved design. After the final landowner has accepted the long-term maintenance responsibility, changes to the fuel modification areas or interrupted maintenance activities by the final landowner become the responsibility of the final landowner.
 4. When a required maintenance area is located on commonly owned land, while the required Zone "A" is located on homeowner's land, a written disclosure regarding the Zone "A" and vegetation requirement is required to be signed by the homeowner and the lot number referenced in the CC&Rs.
 5. The FMZ, SMA, and RPZ shall be maintained in perpetuity for fire safety purposes, in accordance with recorded covenants, CC&Rs, and property title restrictions.
 6. Prior to dropping of lumber, call for a Vegetation Clearance Inspection. The developer/builder shall provide a separation of combustible vegetation for a minimum distance of 100 feet from the location of the structures and lumber stock-pile.
- W.** ☐ A copy of the CC&Rs shall be provided to ensure the language regarding maintenance and responsibility is clearly defined, prior to approval of a conceptual plan.
- X.** ☐ For certain projects, photographs of existing vegetation may be required.
- Y.** ☐ Provide the degree or percentage of slope on the plan at the location of the zone markers to indicate the actual distance. The marker shall be placed when using Attachment 3: Incline Measurement for Selected Slopes.

Section 2: Precise Fuel Modification Plans

Plans shall be prepared by a licensed landscape architect or other design professional with equivalent credentials. First submittal requires only two sets of plans. Subsequent plan submittals shall include an electronic PDF copy of the plans and minimum of three sets of paper plans.

The following information shall be included on the Precise Fuel Modification Plan:

- ☒ Check each box, after providing the information on your design plans:
- A. ☐ If there was not a Conceptual Fuel Modification Plan approved, the Precise Fuel Modification Plans shall include all criteria required for the Conceptual Fuel Modification Plans (refer to Section 1: Conceptual Fuel Modification Plans).
 - B. ☐ Show the location of permanent zone markers. (The goal is to install the lowest number of markers possible to ensure maintenance workers stay within the correct property lines when performing vegetation management. Generally, markers are only required to indicate side property lines and where zones end).
 - C. ☐ Copy Attachment 4: Zone Marker Details and Attachment 5: Sample CC&R Maintenance Language on the plans, if applicable.
 - D. ☐ Submit written proof that the CC&R's reference the fuel modification areas and associated maintenance and restrictions (see Attachment 5: Sample CC&R Maintenance Language), if applicable.
 - E. ☐ Provide supporting documentation that demonstrates the Fuel Modification Zones, SMA, RPZ, access and maintenance points have been legally recorded on the Tentative Tract Maps.
 - F. ☐ Irrigation plan sheets shall be submitted to demonstrate the wet zones are irrigated.
 - G. ☐ The planting plans for FMZ, SMA, and RPZ are required to be reviewed and approved (see Section 5: Special Maintenance Areas and Roadside Protection Zones for more information).
 - H. ☐ **Plant Palette Legend for FMZ, SMA, RPZ:**
Provide a separate plant palette legend for each bulleted point below:
 1. Trees
 2. Shrubs
 3. Ground Cover (maximum natural growth height shall be no taller than 2 feet)
 4. Grasses
 5. If proposing plant species not on the Attachment 8: Fuel Modification Zone Plant List, follow the submittal directions from Section 3.B.

I. ☐ Each legend shall include:

1. Plant Symbol (separate symbol for each plant)
2. Plant Form
3. Botanical Name
4. Common Name
5. Plant # from Attachment 8: Fuel Modification Zone Plant List
6. Symbol Code from Attachment 8: Fuel Modification Zone Plant List
7. Expected Max Growth Height
8. Expected Max Growth Width
 - a. *See Sample #1: Plant Legend

J. ☐ Planting Plans:

1. On the installation Planting Plans, all plants shall be horizontally and vertically spaced to meet the formula from Attachment 6: Requirements for Planting Installation in Fuel Modification Zones of this guideline, using the heights and widths in your legend.
2. Refer to the Attachment 8: Fuel Modification Zone Plant List code symbols and qualification statements for design installation before you place plants on the plan.
3. See Section 3: Plant Palette Information for plant species not on the OCFA list and follow directions.

K. ☐ For alternative proposals that do not meet minimum requirements, see Section 4: Alternate Materials & Methods and follow the plan submittal requirements.**L. ☐ Create a heading titled "Required Inspections," then copy Attachment 1: New Construction Inspection Requirements on the plans underneath the heading.****Sample #1: Plant Legend****Example Required Plant Legends**

Plant Form	Plan Symbol	Botanical Name	Common Name	Plant # from Attach 8	Symbol Code from Attach 8	Expected Max Growth Height	Expected Max Growth Width
TREES							
Plant Form	Plan Symbol	Botanical Name	Common Name	Plant # from Attach 8	Symbol Code from Attach 8	Expected Max Growth Height	Expected Max Growth Width
SHRUBS							
Plant Form	Plan Symbol	Botanical Name	Common Name	Plant # from Attach 8	Symbol Code from Attach 8	Expected Max Growth Height	Expected Max Growth Width
GROUND COVER							
Plant Form	Plan Symbol	Botanical Name	Common Name	Plant # from Attach 8	Symbol Code from Attach 8	Expected Max Growth Height	Expected Max Growth Width
GRASSES							
SPECIES NOT ON ATTACH 8	Plan Symbol	Botanical Name	Common Name			Expected Max Growth Height	Expected Max Growth Width

Section 3: Plant Palette Information

- A. The plant list from Attachment 8: Fuel Modification Zone Plant List was approved by various resource agencies responsible for environmental protection. All plants installed shall be selected from Attachment 8: Fuel Modification Zone Plant List and be grouped and spaced for initial installation in accordance with Attachment 6: Requirements for Planting Installation in Fuel Modification Zones of this guideline. Specific installation requirements are included for various plant species (see plant code, legend, and qualification statements in Attachment 8: Fuel Modification Zone Plant List). Retained plants shall be proposed for approval on the conceptual FMZ plans or on the precise plan (see above for plant palette legends demonstrated for plan design).

B. Proposing Alternate Species:

If alternate plant species are proposed, the landscape architect shall provide photographs and data on the size, fire resistive characteristics, and invasiveness for installation criteria. A maximum of 10 alternate species may be proposed per project.

Alternative species need to have similar/equal properties to the plants from Attachment 8: Fuel Modification Zone Plant List. OCFA will make a case-by-case determination as to the acceptability of the proposed species. Some species that are equal in combustibility to pre-approved species on the list may not be allowed due to the invasiveness of the species. The proposed species must be spaced based on size and characteristics.

If the plant materials are proposed to be planted within 300 feet of reserve lands (except plants on the interior of the tract), concurrence from the permitting resource agencies shall be required. If the proposed plants have received previous resource-agency approval, no concurrence letter will be required, but supporting documentation shall be provided. Contact OCFA prior to your submittal if needed.

Section 4: Alternative Materials & Methods Construction Features, and Fire Protection Plans

If there are limits to areas in which you cannot meet fuel modification width distance requirements or if you are proposing a non-irrigated FMZ, follow the performance based design direction below for conceptual FMZ plans:

1. Performance Based Design:
 - a. A detailed technical fire behavior analysis report by a qualified wildland fire behavior professional is required (qualifications of the professional must be approved by OCFA prior to their design). The report shall include BehavePlus fuel modeling outputs at a minimum.
 - b. A one to two-page Alternative Materials & Methods (AM&M) request letter to OCFA must be submitted with the detailed technical report. The report and letter shall be drafted by the fire behavior professional and submitted with the plans.
 - c. The applicant shall propose compensating factors to demonstrate equivalency to the distance required (see building construction features and fire protection plans below).
 - d. Locate OCFA Guideline A-01 at www.ocfa.org. Use the information within A-01 as a model for drafting your letter. If an alternative means of protection is approved by the OCFA, copy the OCFA signed AM&M request letter onto the plans. You will be required to resubmit the plans again for review and final approval with the letters incorporated into the plans.
2. Building Construction Features and Fire Protection Plans:
 - a. Building Construction Features designed in accordance with Chapter 7A of the California Building Code (CBC)/Residential Code Section 337 are required for all structures.
 - b. Additional compensating factors will also be required. These include but are not limited to: additional building construction features, solid block wall or block wall with tempered glass measuring a minimum of 6 feet on both sides of the wall, increased structure setbacks, special planting designs, rockscapes and plant restrictions, and reduced planting and increased hardscape areas. If a maintenance/ fire access gate is being shown along a solid block wall or block wall with tempered glass, a gate detail shall be provided on the plan that demonstrates the same applied effect as the solid wall.
3. A Fire Protection Plan (OCFA Fee Code PR 146) shall be submitted with or prior to the conceptual FMZ plan and does not take the place of the Fire Master Plan (OCFA Fee Code PR 145). Special 7A code section screening forms are available by request from the OCFA Community Wildfire Mitigation section and shall be placed on the plan to indicate which buildings and lots will meet specific Chapter 7A code sections. OCFA does not review the architectural plans for one- and two-family dwellings. Approved Fire Protection Plans are provided to the applicant and to the Building Department by OCFA, for design and plan review approval of the construction features.
4. Offsite Landowner Recorded Easements (for extreme cases):
 - a. All fuel modification should be located within the property or tract of the protected structure(s).

- b. Proper on-site Fuel Modification design should be set back from the tract or property boundary lines for a distance of 170 feet.
- c. When the required distance is not within the property, as a last option, a legally recorded easements shall be signed by the adjoining property owner and integrated into fuel modification plans, giving rights to the beneficiary to maintain the recorded area in perpetuity. The easement shall show the distance designed on the plans.
- d. The conceptual FMZ plans will not be approved until the legally recorded agreements are copied on the plans.

Section 5: Special Maintenance Areas and Roadside Protection Zones

The interior landscaped portions of a community and roadsides may not be standard FMZs but are subject to planting restrictions, irrigation, and maintenance requirements. This is to ensure structures are reasonably protected from fire continuing into interior areas of the community and from flying embers that may land and start spot fires.

The Planting Plans submitted with the Fuel Modification Plans shall indicate the plant palette and planting design for these areas. The plans will be evaluated to determine if the areas have the potential to increase the hazard to structures or if they will lessen the hazard.

1. The SMA determination will occur during the Conceptual Fuel Modification review. The review will use the following OCFA initial hazard assessment criteria:
 - a. Roadside planting does not sufficiently protect vital main evacuation routes
 - b. There are no proposed planting restrictions on lots
 - c. Proximity between structures and slopes is such that fire travel is probable
 - d. The area/slope is not proposed to be irrigated
 - e. Plant palette contains plant species from the OCFA undesirable plant list
 - f. Plant spacing arrangement creates "Ladder Fuels"
 - g. Slope/area is contiguous with community perimeter FMZs
 - h. Use of special construction features on all structures throughout the community as required in CBC Chapter 7A and California Residential Code 337
2. When it is determined by the OCFA that the design of an SMA may contribute to an increased wildfire risk, the first 100 feet of the SMA, measured from the structure out, is considered defensible space. The defensible space area shall comply with Attachment 2: Introductory Maintenance Information, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, Attachment 7: Undesirable and Invasive Plant Species and Attachment 8: Fuel Modification Zone Plant List.

ATTACHMENT 1

New Construction Inspection Requirements

The Builder or Developer shall call OCFA Inspection Scheduling at (714) 573-6150 for the three new construction inspections listed below:

1. Prior to dropping of lumber: Schedule a Vegetation Clearance Inspection – the developer/builder shall provide a separation of combustible vegetation for a minimum distance of 100 feet from the location of the structures and lumber stock-pile, generators, and fuel tanks/dispensers. An inspection sign-off and/or release letter to the building department is required.
2. Prior to occupancy of the building: Schedule a Final Fuel Modification Inspection – the FMZ, SMA, and RPZ adjacent to structures must be installed, irrigated, and inspected. This includes physical installation of features identified in the approved precise fuel modification plans including, but not limited to, plant establishment, thinning, irrigation, zone markers, special mitigation measures, and access easements. An OCFA Inspector will provide written approval of completion at the time of this final inspection on the building card. A written disclosure will be requested by the OCFA Inspector indicating that the landowner is aware of the FMZ on their land.
3. Prior to Homeowners Association (HOA) or Landowner Maintenance Acceptance from Developer/Builder: Schedule an Owner Turnover Inspection – This inspection/meeting must happen with OCFA staff prior to accepting the maintenance responsibility from the developer or builder.
 - a. The inspection/meeting must include the following representatives:
 - 1) Landscape architect
 - 2) Community manager or homeowner
 - 3) HOA board member
 - 4) Installing landscape company
 - 5) HOA landscape company
 - b. At the time of turnover, the Fuel Modification areas shall be maintained by the developer or builder as originally installed and approved.
 - c. The accepting landowner is responsible for ensuring the developer or builder sufficiently calculated the amount of revenue needed to perform the on-going maintenance of the FMZs and any SMAs per the approved plans.
 - d. A copy of the approved plans must be provided to the HOA representatives or homeowner at this time.
 - e. The Landscape Architect must convey ongoing maintenance requirements to HOA representatives or homeowner and provide OCFA a document stating the fuel modification has been installed per plan.
 - f. An OCFA written disclosure will be required to be signed by the HOA representatives or homeowner indicating that the HOA or homeowner is aware of the FMZ on their land and that they are aware of the importance of retaining the plans and the ongoing maintenance.
 - g. The responsibility and necessary language for maintenance must also be stated within the CC&Rs (Refer to Attachment 5: Sample CC&R Maintenance Language).

ATTACHMENT 2

Introductory Maintenance Information

The FMZ, SMA, RPZ shall be maintained in perpetuity for fire safety purposes and shall cause a covenant to be recorded and referenced in the CC&Rs or on the property title when there is no HOA involvement.

Emergency access covenants shall be identified on the tract map indicating the reservation and restriction for permanent entry by the HOA or Fire Authority.

Select either Option #1 or #2 below

1. Option #1 Maintenance Method:

- a. On-going maintenance shall occur to preserve the originally approved design found on the approved plans. Attachment 6: Requirements for Planting Installation in Fuel Modification Zones spacing is required and only approved planting species and arrangements on the plans are perpetually preserved.
- b. The property owner is responsible for all maintenance of FMZ, SMA, and RPZ.
- c. **Two maintenance activities** shall be performed each year.
 - 1) The first during middle- to late-Spring and the second in early- to middle-Fall.
- d. Other activities include:
 - 1) Grasses cut to 4 inches after annual seeding
 - 2) Dead and dying, all vegetation litter, and Attachment 7: Undesirable and Invasive Plant Species removed from all zones
 - 3) Maintenance of irrigation systems
 - 4) Replacement of dead or dying vegetation with approved species (proposed changes shall be approved by OCFA)
 - 5) Removal of trees and shrubs not on the approved plans
- e. If maintained by an HOA, the landscape maintenance company and/or property manager shall inspect the FMZs throughout the year to identify where specific maintenance activities need to take place.
- f. The OCFA may conduct inspections of established fuel modification areas. Ongoing maintenance shall be conducted a minimum of twice each year regardless of the dates of these inspections.
- g. The property owner shall retain all approved Fuel Modification Plans. The design and information on the plans shall be used as the basis for maintenance.

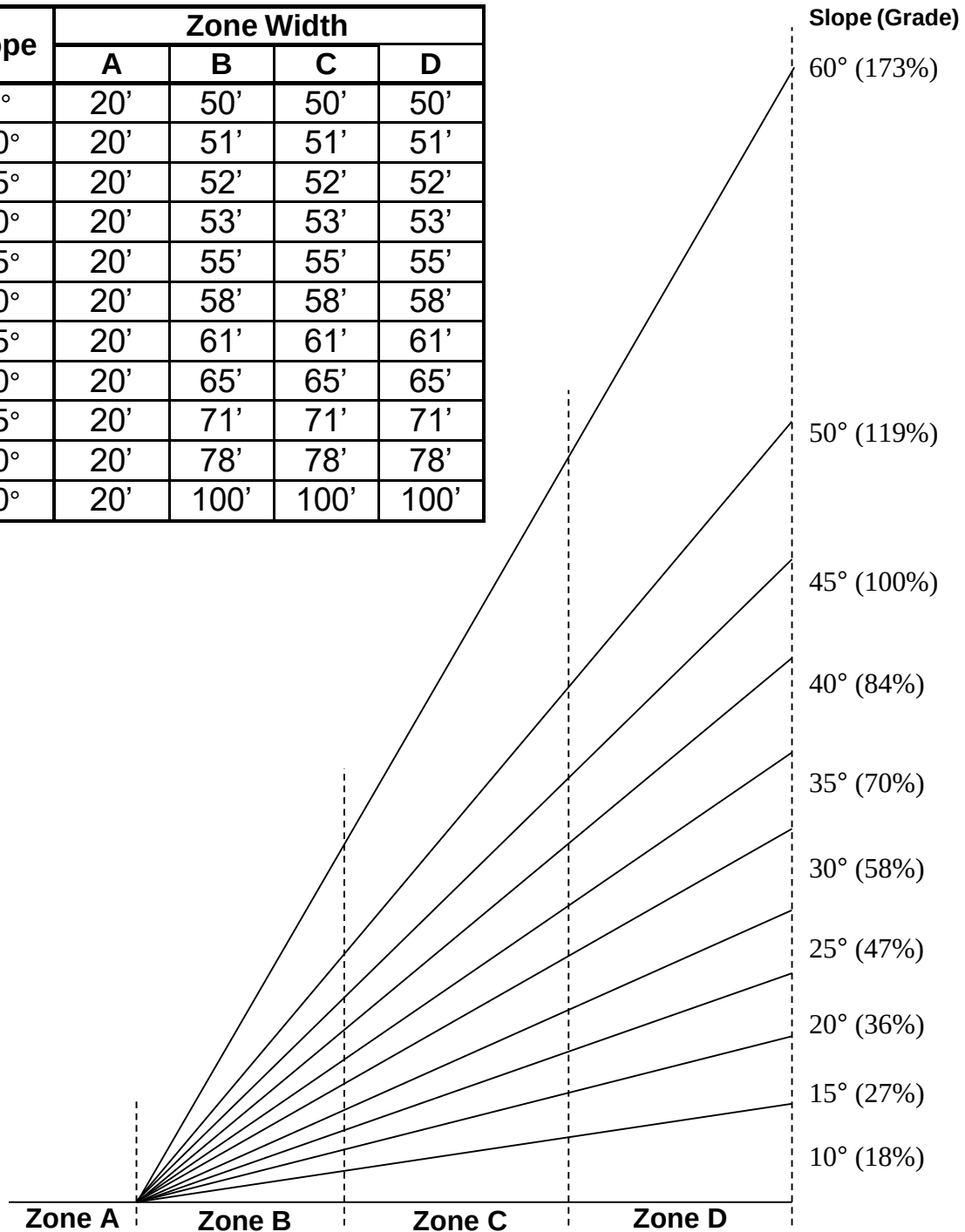
2. Option #2 Maintenance Method (when approved by OCFA):

Ongoing maintenance shall occur per the current posted OCFA Vegetation Management Maintenance Guidelines at www.ocfa.org. Distances of FMZ, SMA, and RPZ will always remain required and will be specific to the approved Fuel Modification Plan.

ATTACHMENT 3

Incline Measurement for Selected Slopes (See Attachment 4: Zone Marker Details)

Slope	Zone Width			
	A	B	C	D
0°	20'	50'	50'	50'
10°	20'	51'	51'	51'
15°	20'	52'	52'	52'
20°	20'	53'	53'	53'
25°	20'	55'	55'	55'
30°	20'	58'	58'	58'
35°	20'	61'	61'	61'
40°	20'	65'	65'	65'
45°	20'	71'	71'	71'
50°	20'	78'	78'	78'
60°	20'	100'	100'	100'

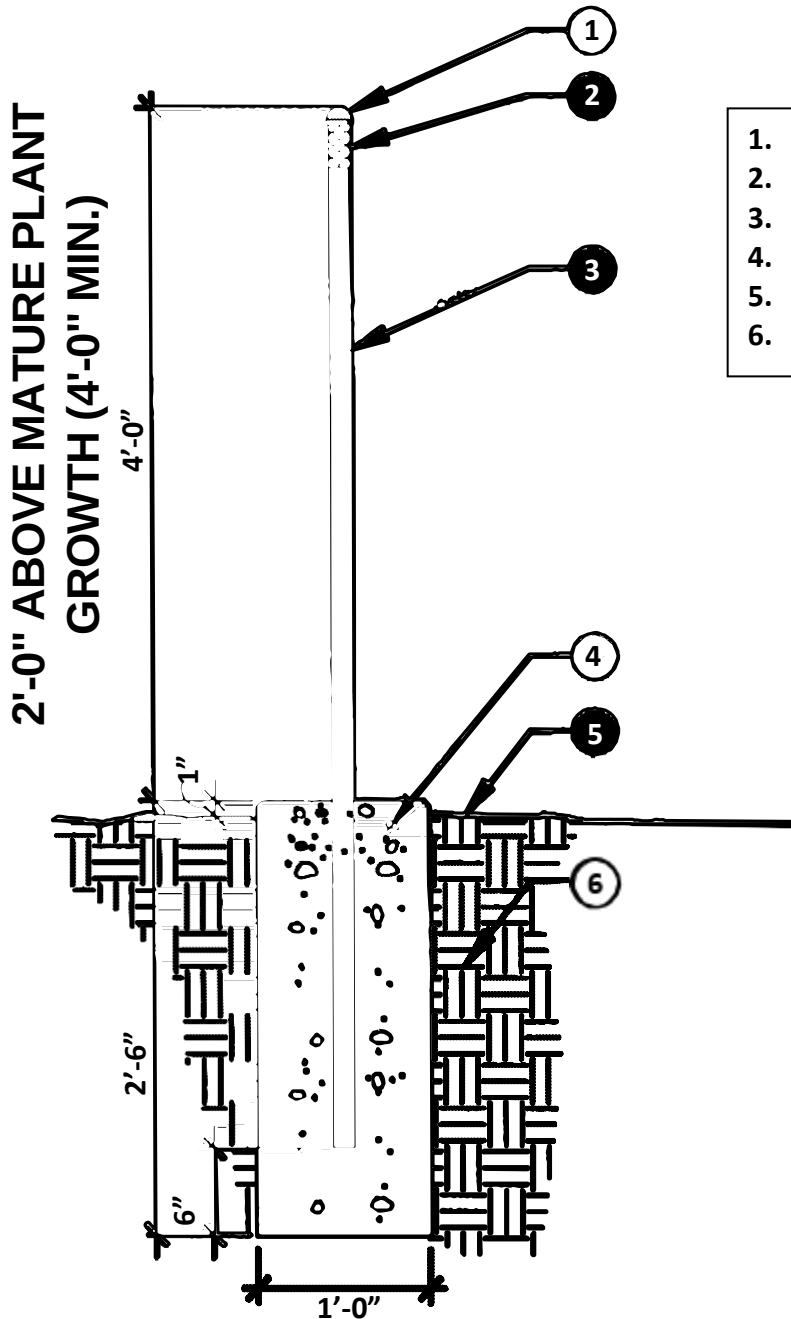


ATTACHMENT 4

Zone Marker Details

(Marker Distances Shall Be Increased on Slopes to Accommodate Incline Measurements in Accordance with Attachment 3: Incline Measurement for Selected Slopes)

Note: An alternate design may be proposed and approved on a case-by-case basis (e.g., using a large boulder, existing fencing, permanent fixtures, etc.).



1. POST CAP
2. 2"X5" ZONE INDICATOR
3. 1 1/2" DIAMETER GALVANIZED POST
4. CONCRETE FOOTING 2500 PSI @ 28 DAYS
5. FINISH GRADE
6. COMPACTED SUBGRADE

ATTACHMENT 5

Sample CC&R Maintenance Language

It is recommended that the following language be included in the CC&Rs recorded for a common interest development:

“The duty of the homeowners’ association to perform ‘Fire Prevention Maintenance’ (as defined below) for all Fuel Modification Zones, Special Maintenance Areas, Roadway Protection Zone, and manufactured interior slopes within the development shall be included as an express obligation in the recorded CC&Rs for the development. Similarly, each Owner whose Lot (or Condominium) is subject to FMZ restrictions (e.g., non-combustible structure setback, etc.) shall be obligated to comply with such restrictions.”

1. The OCFA will be designated as a third-party beneficiary of an HOA’s duty to perform “Fire Prevention Maintenance” (as defined below) for all portions of the Association Property or Common Area that constitute FMZs and designated interior/manufactured slopes to be maintained by the H O A , and of any Owner’s duty to comply with any FMZ restrictions applicable to their lot or condominium. Additionally, OCFA shall have the right, but not the obligation, to enforce the HOA’s duty to perform such Fire Prevention Maintenance, and to enforce compliance by any owner with any FMZ restrictions applicable to their lot or condominium. In furtherance of such right, the OCFA shall be entitled to recover its costs of suit, including its actual attorneys’ fees, if it prevails in an enforcement action against an HOA and/or an individual owner (a sample third-party beneficiary provision to be incorporated into the CC&Rs is attached hereto as Addendum "1").
2. As used herein, "Fire Prevention Maintenance" shall mean the following:
 - a. All portions of the Association Property or Common Area that constitute FMZs or designated interior/manufactured slopes shall be regularly maintained by the HOA on a year-round basis in accordance with the fuel modification plan on file with the property manager for the development.
 - b. The irrigation system for FMZs or designated interior/manufactured slopes shall be kept in good condition and proper working order at all times. The irrigation system shall not be turned off except for necessary repairs and maintenance.

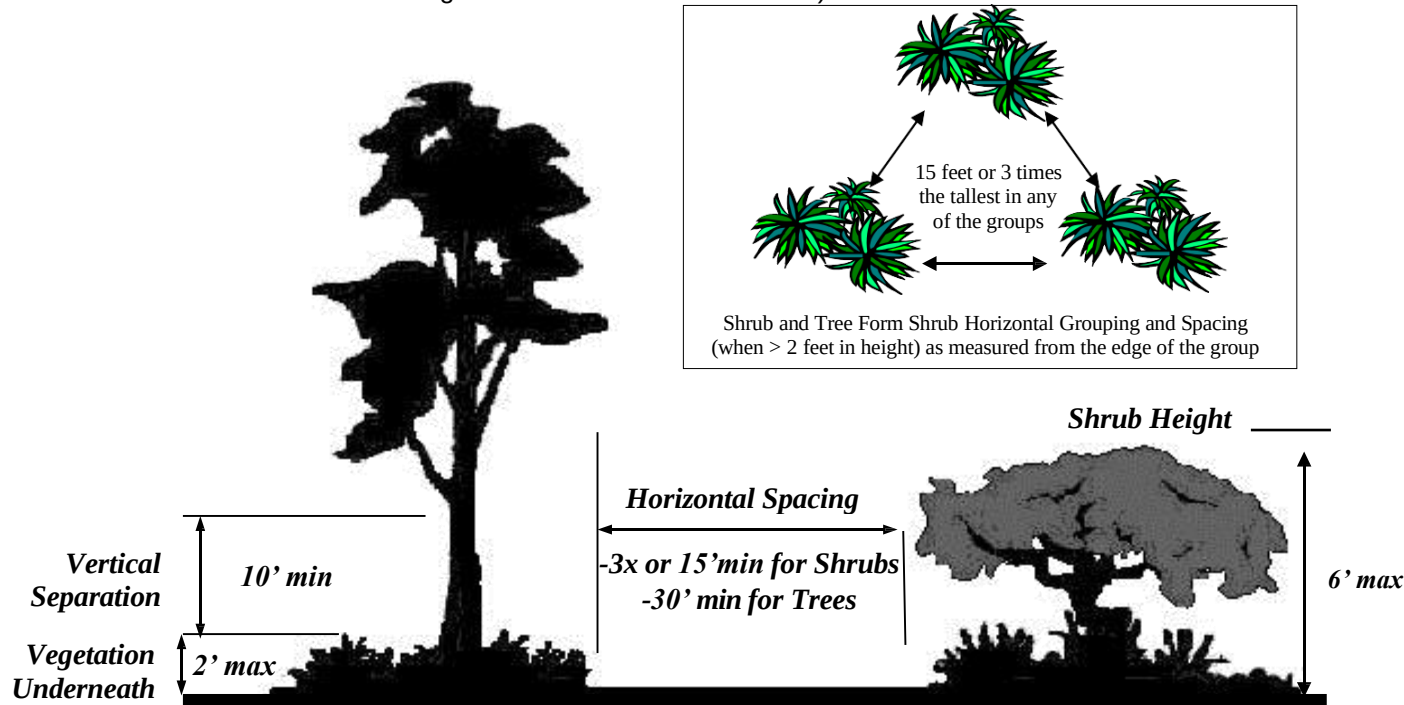
ADDENDUM “1”

Enforcement by the Orange County Fire Authority (OCFA): The OCFA is hereby designated as an intended third-party beneficiary of the Association’s duties to perform “Fire Prevention Maintenance” for all portions of the Association Property or Common Areas consisting of FMZs or designated interior/manufactured slopes in accordance with the fuel modification plan, and of each owner’s duty to comply with any FMZ or designated interior/manufactured slopes restrictions applicable to their lot or condominium as set forth in the fuel modification plan. In furtherance thereof, the OCFA shall have the right, but not the obligation, to enforce the performance by the association of its duties and any other fire prevention requirements which were imposed by the OCFA or other public agency as a condition of approval for the development (e.g., prohibition of parking in fire lanes, maintenance of the blue reflective markers indicating the location of fire hydrants, etc.). The OCFA shall also have the right, but not the obligation, to enforce compliance by any owner with any FMZ or designated interior/manufactured slopes restrictions applicable to their lot or condominium as set forth in the fuel modification plan. If in its sole discretion, the OCFA shall deem it necessary to take legal action against the association or any owner to enforce such duties or other requirements, and prevails in such action, the OCFA shall be entitled to recover the full costs of said action including its actual attorneys’ fees, and to impose a lien against the association property, or an owner’s lot or condominium, as the case may be, until said costs are paid in full.

ATTACHMENT 6

Requirements for Planting Installation in Fuel Modification Zones

(For ongoing requirements, see Attachment 2: Introductory Maintenance Information and the OCFA Vegetation Management Maintenance Guidelines)



Horizontal Spacing

Vegetation Less than 2 Feet in Height:

- No horizontal spacing or vertical separation is required. Ground cover shall not exceed 2 feet in height. In Zone "B" ground cover shall cover the entire ground between groups of shrubs, trees, or grasses and grasses are not considered ground cover. Limited compartments of grasses are acceptable as approved on the planting plans. In Zone "C/D" grasses can cover the entire area.

Vegetation 2 Feet in Height or Greater:

- Shrub Group Size & Spacing:
 - Shrubs shall not exceed 6ft in height.
 - Groupings of shrubs are limited to a maximum aggregate diameter of 10 feet.
 - Groups of shrubs shall be spaced by the greater of the following two measurements: A distance of 15 feet minimum (or) 3 times the height of the tallest specimen in any of the groups.
 - Groupings of shrubs are not allowed within 30 feet of structures. Only single specimen shrubs are allowed, with a minimum 15 feet of separation between each shrub specimen.
 - No shrubs over 2 feet in height are allowed within 5 feet of combustible structures.
 - No vegetation over 2 feet in height is allowed within 15 feet from the edge of tree canopy(s).
- Tree Group Size & Spacing:
 - Groupings of trees are limited to a maximum number of 3 specimens or less.
 - Groups of trees shall be spaced by a minimum distance of 30 feet regardless of height. In Zone "A," full growth tree branches are not allowed within 10 feet of combustible structures.
 - Horizontal spacing is required inside the group with a minimum 10 feet separation between each tree canopy.

Vertical Separation

Trees Less than 15 Feet in Height:

- When the fuel modification zone is within 30 feet of the structure, a vertical separation of 2 feet minimum is required from the vegetation below.

Trees 15 Feet in Height or Greater:

- A vertical separation of 10 feet minimum is required to be maintained from the vegetation below.
- All vegetation located underneath trees, shall be a maximum of 2 feet in height.

ATTACHMENT 7

Undesirable and Invasive Plant Species

Certain plants are considered to be undesirable and invasive due to their physical or chemical characteristics. Physical properties that would contribute to high flammability include large amounts of dead material retained within the plant, rough or peeling bark, and the production of copious amounts of litter. Chemical properties include the presence of volatile substances such as oils, resins, wax, and pitch. Certain native plants are notorious for containing these volatile substances.

Plants with these characteristics shall not be planted in any fuel modification zones or anywhere within the area covered by Alternate Methods & Materials agreements (see Section 4: Alternate Materials & Methods). Should these species already exist within these areas, they shall be removed because of their invasiveness or potential threat they pose to structures.

PLANT SPECIES (MANDATORY REMOVAL)

Botanical Name	Common Name
Adenostoma Fasciculatum	Chamise
Adenostoma Sparsifolium	Red Shanks
Anthemix Cotula	Mayweed
Artemisia Californica	California Sagebrush
Brassica Nigra	Black Mustard
Brassica Rapa	Wild Turnip, Yellow Mustard, Field Mustard
Cardaria Draba	Hoary Cress, Perennial Peppergrass
Cirsium Vulgare	Wild Artichoke
Conyza Canadensis	Horseweed
Cynara Cardunculus	Artichoke Thistle
Eriogonum Fasciculatum	Common Buckwheat
Heterothaca Grandiflora	Telegraph Plant
Lactuca Serriola	Prickly Lettuce
Nassella/Stipa tenuissima	Mexican Feathergrass
Nicotiana Bigelavil	Indian Tobacco
Nicotiana Glauca	Tree Tobacco
Pennisetum alopecuroides	Fountain Grass
Ricinus Communis	Castor Bean Plant
Sacsola Austails	Russian Thistle/Tumbleweed
Salvia Mellifera	Black Sage
Silybum Marianum	Milk Thistle
Tamarix Ramosissima	Salt Cedar
Urtica Urens	Burning Nettle
Ornamental:	
Arecaceae (all palm species)	Palms
Cycas Revoluta	Sago Palms
Cortaderia	Pampas Grass
Cupressus sp	Cypress
Eucalyptus sp	Eucalyptus
Juniperus sp	Juniper
Pinus sp	Pine

ATTACHMENT 8

Fuel Modification Zone Plant List

Symbol Legend

- X = Plant species prohibited in wet and dry FMZs adjacent to reserve lands. Acceptable on all other fuel modification locations and zones.
- W = Plant species appropriate for use in wet FMZs adjacent to reserve lands. Acceptable in all other wet and irrigated dry (manufactured slopes) fuel modification locations and zones.
- o = Plant species native to Orange County. Acceptable in all fuel modification wet and dry zones in all locations.
- N = Plant species acceptable on a limited basis (maximum 30% of the area) in wet FMZs adjacent to reserve lands. Acceptable on all other FMZs.
- * = If locally collected.
- ** = Not native but can be used in all zones.
- n = Plant species acceptable on a limited use basis. Refer to qualification requirements following plant palette.

Yellow row = Plant species susceptible to Invasive Shot Hole Borers (ISHB) infestation.

	Code	Botanical Name	Common Name	Plant Form
1.	W	Abelia x grandiflora	Glossy Abelia	Shrub
2.	n	Acacia redolens desert carpet	Desert Carpet	Ground Cover
3.	o	Acer macrophyllum	Big Leaf Maple	Tree
4.	X	Achillea millefolium	Common Yarrow	Low Shrub
5.	W	Achillea tomentosa	Woolly Yarrow	Low Shrub
6.	X	Aeonium decorum	Aeonium	Ground cover
7.	X	Aeonium simsii	no common name	Ground cover
8.	W	Agave attenuata	Century Plant	Succulent
9.	W	Agave shawii	Shaw's Century Plant	Succulent
10.	N	Agave victoriae-reginae	no common name	Ground Cover
11.	X	Ajuga reptans	Carpet Bugle	Ground Cover
12.	W	Alnus cordata	Italian Alder	Tree
13.	o	Alnus rhombifolia	White Alder	Tree
14.	N	Aloe arborescens	Tree Aloe	Shrub
15.	N	Aloe aristata	no common name	Ground Cover
16.	N	Aloe brevifoli	no common name	Ground Cover
17.	W	Aloe Vera	Medicinal Aloe	Succulent
18.	W	Alogyne huegeii	Blue Hibiscus	Shrub
19.	o	Ambrosia chamissonis	Beach Bur-Sage	Perennial

	Code	Botanical Name	Common Name	Plant Form
20.	o	Amorpha fruticosa	Western False Indigobush	Shrub
21.	W	Anigozanthus flavidus	Kangaroo Paw	Perennial/accent
22.	o	Antirrhinum nuttalianum ssp.	no common name	Subshrub
23.	X	Aptenia cordifolia x 'Red Apple'	Red Apple Aptenia	Ground cover
24.	W	Arbutus unedo	Strawberry Tree	Tree
25.	W	Arctostaphylos 'Pacific Mist'	Pacific Mist Manzanita	Ground Cover
26.	W	Arctostaphylos edmundsii	Little Sur Manzanita	Ground Cover
27.	o	Arctostaphylos glandulosa ssp.	Eastwood Manzanita	Shrub
28.	W	Arctostaphylos hookeri 'Monterey Carpet'	Monterey Carpet Manzanita	Low Shrub
29.	N	Arctostaphylos pungens	no common name	Shrub
30.	N	Arctostaphylos refugioensis	Refugio Manzanita	Shrub
31.	W	Arctostaphylos uva-ursi	Bearberry	Ground Cover
32.	W	Arctostaphylos x 'Greensphere'	Greensphere Manzanita	Shrub
33.	N	Artemisia caucasica	Caucasian Artemisia	Ground Cover
34.	X	Artemisia pycnocephala	Beach Sagewort	Perennial
35.	X	Atriplex canescens	Four-Wing Saltbush	Shrub
36.	X	Atriplex lentiformis ssp. breweri	Brewer Saltbush	Shrub
37.	o	Baccharis emoyi	Emory Baccharis	Shrub
38.	W o	Baccharis pilularis ssp. Consanguinea	Chaparral Bloom	Shrub
39.	X	Baccharis pilularis var. pilularis	Twin Peaks #2	Ground Cover
40.	o	Baccharis salicifolia	Mulefat	Shrub
41.	N	Baileya Multiradiata	Desert Marigold	Ground Cover
42.	N n	Bougainvillea spectabilis	Bougainvillea	Shrub
43.	o	Brickellia californica	no common name	Subshrub
44.	W o	Bromus carinatus	California Brome	Grass
45.	o	Camissonia cheiranthifolia	Beach Evening Primrose	Perennial Shrub
46.	N	Carissa macrocarpa	Green Carpet Natal Plum	Ground Cover/Shrub
47.	X	Carpobrotus chilensis	Sea Fig Ice Plant	Ground Cover
48.	W	Ceanothus gloriosus 'Point Reyes'	Point Reyes Ceanothus	Shrub
49.	W	Ceanothus griseus 'Louis Edmunds'	Louis Edmunds Ceanothus	Shrub
50.	W	Ceanothus griseus horizontalis	Yankee Point	Ground Cover
51.	W	Ceanothus griseus var. horizontalis	Carmel Creeper Ceanothus	Shrub
52.	W	Ceanothus griseus var. horizontalis	Yankee Point Ceanothus	Shrub
53.	o	Ceanothus megacarpus	Big Pod Ceanothus	Shrub
54.	W	Ceanothus prostratus	Squaw Carpet Ceanothus	Shrub
55.	o	Ceanothus spinosus	Green Bark Ceanothus	Shrub
56.	W	Ceanothus verrucosus	Wart-Stem Ceanothus	Shrub
57.	W	Cerastium tomentosum	Snow-in-Summer	Ground cover/Shrub
58.	W	Ceratonia siliqua	Carob	Tree
59.	W	Cercis occidentalis	Western Redbud	Shrub/Tree

	Code	Botanical Name	Common Name	Plant Form
60.	X	Chrysanthemum leucanthemum	Oxeye Daisy	Ground Cover
61.	W	Cistus Crispus	no common name	Ground Cover
62.	W	Cistus hybridus	White Rockrose	Shrub
63.	W	Cistus incanus	no common name	Shrub
64.	W	Cistus incanus ssp. Corsicus	no common name	Shrub
65.	W	Cistus salviifolius	Sageleaf Rockrose	Shrub
66.	W	Cistus x purpureus	Orchid Rockrose	Shrub
67.	W	Citrus species	Citrus	Tree
68.	o	Clarkia bottae	Showy Fairwell to Spring	Annual
69.	o	Cneoridium dumosum	Bushrue	Shrub
70.	o	Collinsia heterophyllia	Chinese Houses	Annual
71.	W o	Comarostaphylis diversifolia	Summer Holly	Shrub
72.	N	Convolvulus cneorum	Bush Morning Glory	Shrub
73.	W	Coprosma kirkii	Creeping Coprosma	Ground Cover/Shrub
74.	W	Coprosma pumila	Prostrate Coprosma	Low shrub
75.	o	Coreopsis californica	California Coreopsis	Annual
76.	W	Coreopsis lanceolata	Coreopsis	Ground Cover
77.	N	Corea pulchella	Australian Fuschia	Ground Cover
78.	W	Cotoneaster buxifolius	no common name	Shrub
79.	W	Cotoneaster congestus 'Likiang'	Likiang Cotoneaster	Ground Cover/Vine
80.	W	Cotoneaster aprneyi	no common name	Shrub
81.	X	Crassula lactea	no common name	Ground Cover
82.	X	Crassula multica	no common name	Ground Cover
83.	X	Crassula ovata	Jade Tree	Shrub
84.	X	Crassula tetragona	no common name	Ground Cover
85.	W o	Croton californicus	California Croton	Ground Cover
86.	X	Delosperma 'alba'	White trailing Ice Plant	Ground Cover
87.	o	Dendromecon rigida	Bush Poppy	Shrub
88.	o	Dichelostemma capitatum	Blue Dicks	Herb
89.	N	Distinctis buccinatoria	Blood-Red Trumpet Vine	Vine/Climbing vine
90.	N	Dodonaea viscosa	Hopseed Bush	Shrub
91.	X	Drosanthemum floribundum	Rosea Ice Plant	Ground Cover
92.	X	Drosanthemum hispidum	no common name	Ground Cover
93.	X	Drosanthemum speciosus	Dewflower	Ground Cover
94.	o	Dudleya lanceolata	Lance-leaved Dudleya	Succulent
95.	o	Dudleya pulverulenta	Chalk Dudleya	Succulent
96.	W	Elaeagnus pungens	Silverberry	Shrub
97.	o	Encelia californica	California Encelia	Small Shrub
98.	o *	Epilobium canum [Zauschneria californica]	Hoary California Fuschia	Shrub
99.	o	Eriastrum Sapphirinum	Mojave Woolly Star	Annual
100.	N	Eriobotrya japonica	Loquat	Tree

	Code	Botanical Name	Common Name	Plant Form
101.	o	Eriodictyon trichocalyx	Yerba Santa	Shrub
102.	W o	Eriophyllum confertiflorum	no common name	Shrub
103.	W	Erythrina species	Coral Tree	Tree
104.	N	Escallonia species	Several varieties	Shrub
105.	W o	Eschscholzia californica	California Poppy	Flower
106.	X	Eschscholzia mexicana	Mexican Poppy	Herb
107.	N	Euonymus fortunei	Winter Creeper Euonymus	Ground Cover
108.	N	Feijoa sellowiana	Pineapple Guava	Shrub/Tree
109.	N	Fragaria chiloensis	Wild Strawberry/Sand Strawberry	Ground Cover
110.	o	Frankenia salina	Alkali Heath	Ground Cover
111.	W	Fremontodendron californicum	California Flannelbush	Shrub
112.	X	Gaillardia x grandiflora	Blanketflower	Ground Cover
113.	W	Galvezia speciosa	Bush Snapdragon	Shrub
114.	W	Garrya ellipta	Silktassel	Shrub
115.	X	Gazania hybrids	South African Daisy	Ground Cover
116.	X	Gazania rigens leucolaena	Training Gazania	Ground Cover
117.	o	Gilia capitata	Globe Gilia	Perennial
118.	W	Gilia leptantha	Showy Gilia	Perennial
119.	W	Gilia tricolor	Bird's Eyes	Perennial
120.	W	Ginkgo biloba	Maidenhair Tree	Tree
121.	o	Gnaphalium californicum	California Everlasting	Annual
122.	W	Grewia occidentalis	Starflower	Shrub
123.	o	Grindelia stricta	Gum Plant	Ground Cover
124.	N n	Hakea suaveolens	Sweet Hakea	Shrub
125.	W	Hardenbergia comptoniana	Lilac Vine	Shrub
126.	N	Heliathemum muutabile	Sunrose	Ground Cover/Shrub
127.	o	Helianthemum scoparium	Rush Rose	Shrub
128.	o	Heliotropium curassavicum	Salt Heliotrope	Ground Cover
129.	X	Helix Canariensis	English Ivy	Ground Cover
130.	W	Hesperaloe parviflora	Red Yucca	Perennial
131.	o n	Heteromeles arbutifolia	Toyon	Shrub
132.	X	Hypericum calycimum	Aaron's Beard	Shrub
133.	N	Iberis sempervirens	Edging Candytuft	Ground Cover
134.	N	Iberis umbellatum	Globe Candytuft	Ground Cover
135.	o	Isocoma menziesii	Coastal Goldenbush	Small Shrub
136.	o	Isomeris arborea	Bladderpod	Shrub
137.	W	Iva hayesiana	Poverty Weed	Ground Cover
138.	N	Juglans californica	California Black Walnut	Tree
139.	o	Juncus acutus	Spiny Rush	Perennial
140.	o	Keckiella antirrhinoides	Yellow Bush Penstemon	Subshrub
141.	o	Keckiella cordifolia	Heart Leaved Penstemon	Subshrub

	Code	Botanical Name	Common Name	Plant Form
142.	o	Keckiella ternata	Blue Stemmed Bush Penstemon	Subshrub
143.	W	Kniphofia uvaria	Red Hot Poker	Perennial
144.	W	Lagerstroemia indica	Crape Myrtle	Tree
145.	W	Lagunaria patersonii	Primrose Tree	Tree
146.	X	Lampranthus aurantiacus	Bush Ice Plant	Ground Cover
147.	X	Lampranthus filicaulis	Redondo Creeper	Ground Cover
148.	X	Lampranthus spectabilis	Trailing Ice Plant	Ground Cover
149.	W	Lantana camara cultivars	Yellow Sage	Shrub
150.	W	Lantana montevidensis	Trailing Lantana	Shrub
151.	o	Lasthenia californica	Dwarf Goldfields	Annual
152.	W	Lavandula dentata	French Lavender	Shrub
152.	W	Leptospermum laevigatum	Australian Tea Tree	Shrub
154.	W	Leucophyllum frutescens	Texas Ranger	Shrub
155.	o	Leymus condensatus	Giant Wild Rye	Large Grass
156.	N	Ligustrum japonicum	Texas privet	Shrub
157.	X	Limonium pectinatum	no common name	Ground Cover
158.	X	Limonium perezii	Sea Lavender	Shrub
159.	W n	Liquidambar styraciflua	American Sweet Gum	Tree
160.	W	Liriodendron tulipifera	Tulip Tree	Tree
161.	X	Lonicera japonica 'Halliana'	Hall's Japanese Honeysuckle	Vining Shrub
162.	o	Lonicera subspicata	Wild Honeysuckle	Vining Shrub
163.	X	Lotus corniculatus	Bird's Foot Trefoil	Ground Cover
164.	o	Lotus hermannii	Northern Woolly Lotus	Perennial
165.	o	Lotus scoparius	Deerweed	Shrub
166.	W	Lupinus arizonicus	Desert Lupine	Annual
167.	W	Lupinus benthamii	Spider Lupine	Annual
168.	o	Lupinus bicolor	Sky Lupine	Flowering annual
169.	o	Lupinus sparsiflorus	Loosely Flowered Annual Lupine or Coulter's Lupine	Annual
170.	W	Lyonothamnus floribundus ssp. Asplenifolius	Fernleaf Ironwood	Tree
171.	W	Macadamia integrifolia	Macadamia Nut	Tree
172.	W	Mahonia aquifolium 'Golden Abundance'	Golden Abundance Oregon Grape	Shrub
173.	W	Mahonia nevenii	Nevin Mahonia	Shrub
174.	o	Malacothamnus fasciculatus	Chapparal Mallow	Shrub
175.	X	Malephora luteola	Training Ice Plant	Ground Cover
176.	W	Maytenus boaria	Mayten Tree	Tree
177.	W	Melaleuca nesophila	Pink Melaleuca	Shrub
178.	N	Metrosideros excelsus	New Zealand Christmas Tree	Tree
179.	o *	Mimulus species	Monkeyflower	Flower
180.	o	Mirabilis californica	Wishbone Bush	Perennial
181.	N	Myoporum debile	no common name	Shrub

	Code	Botanical Name	Common Name	Plant Form
182.	W	Myoporum insulare	Boobyalla	Shrub
183.	W	Myoporum parvifolium	no common name	Ground Cover
184.	W	Myoporum 'Pacifcum'	no common name	Ground Cover
185.	o	Nassella (stipa) lepidra	Foothill Needlegrass	Ground Cover
186.	o	Nassella (stipa) pulchra	Purple Needlegrass	Ground Cover
187.	o	Nemophila menziesii	Baby Blue Eyes	Annual
188.	X	Nerium Oleander	Oleander	Shrub
189.	o	Nolina cismontana	Chapparal Nolina	Shrub
190.	N	Nolina species	Mexican Grasstree	Shrub
191.	W	Oenothera belandieri	Mexican Evening Primrose	Ground Cover
192.	N	Oenothera hookeri	California Evening Primrose	Flower
193.	W	Oenothera speciosa	Show Evening Primrose	Perennial
194.	X	Ophiopogon japonicus	Mondo Grass	Ground Cover
195.	o *	Opuntia littoralis	Prickly Pear	Cactus
196.	o *	Opuntia oricola	Oracle Cactus	Cactus
197.	o *	Opuntia prolifera	Coast Cholla	Cactus
198.	W	Osmanthus fragrans	Sweet Olive	Shrub
199.	X	Osteospermum fruticosum	Training African Daisy	Ground Cover
200.	X	Parkinsonia aculeata	Mexican Palo Verde	Tree
201.	W	Pelargonium peltatum	Ivy Geranium	Ground Cover
202.	X	Penstemon species	Beard Tongue	Shrub
203.	W	Photinia fraseria	no common name	Shrub
204.	W	Pistacia chinesis	Chinese Pistache	Tree
205.	X	Pittosporum undulatum	Victorian Box	Tree
206.	o	Plantago erecta	California Plantain	Annual
207.	**	Plantago insularis	Woolly Plantain	Annual
208.	X	Plantago sempervirens	Evergreen Plantain	Ground Cover
209.	W	Plantanus racemosa	California Sycamore	Tree
210.	W	Plumbago auriculata	Plumbago Cape	Shrub
211.	o	Populus fremontii	Western Cottonwood	Tree
212.	X	Portulacaria afra	Elephant's Food	Shrub
213.	o	Potentilla glandulosa	Sticky Cinquefoil	Subshrub
214.	X	Potentilla tabernaemontanii	Spring Cinquefoil	Ground Cover
215.	X	Prunus caroliniana	Carolina Cherry Laurel	Shrub/Tree
216.	o	Prunus ilicifolia ssp. Illicifolia	Holly Leafed Cherry	Shrub
217.	X	Prunus lyonii	Catalina Cherry	Shrub/Tree
218.	N	Punica granatum	Pomegranate	Shrub/Tree
219.	W	Puya species	Puya	Succulent/Shrub
220.	W	Pyracantha species	Firethorn	Shrub
221.	o	Quercus agrifolia	Coast Live Oak	Tree
222.	o n *	Quercus berberdifolia	California Scrub Oak	Shrub
223.	o n *	Quercus dumosa	Coastal Scrub Oak	Shrub

	Code	Botanical Name	Common Name	Plant Form
224.	X	<i>Quercus engelmannii</i>	Engelmann Oak	Tree
225.	X	<i>Quercus suber</i>	Cork Oak	Tree
226.	X	<i>Rhamnus alaternus</i>	Italian Buckthorn	Shrub
227.	o	<i>Rhamnus californica</i>	California Coffee Berry	Shrub
228.	o	<i>Rhamnus crocea</i>	Redberry	Shrub
229.	o	<i>Rhamnus crocea</i> ssp. <i>ilicifolia</i>	Hollyleaf Redberry	Shrub
230.	N	<i>Raphiolepis species</i>	Indian Hawthorne	Shrub
231.	o	<i>Rhus integrifolia</i>	Lemonade Berry	Shrub
232.	N	<i>Searsia Lancea</i>	African Sumac	Tree
233.	o n	<i>Rhus ovata</i>	Sugar bush	Shrub
234.	o	<i>Ribes aureum</i>	Golden Currant	Shrub
235.	o	<i>Ribes indecorum</i>	White Flowering Currant	Shrub
236.	o	<i>Ribes speciosum</i>	Fuschia Flowering Gooseberry	Shrub
237.	W	<i>Ribes viburnifolium</i>	Evergreen currant	Shrub
238.	o *	<i>Romneya coulteri</i>	Matilija Poppy	Shrub
239.	X	<i>Romneya coulteri</i> 'White Cloud'	White Cloud Matilija Poppy	Shrub
240.	W n	<i>Rosmarinus officinalis</i>	Rosemary	Shrub
241.	W n	<i>Salvia greggii</i>	Autums Sage	Shrub
242.	W n	<i>Salvia sonomensis</i>	Creeping Sage	Ground Cover
243.	o	<i>Sambucus mexicana</i>	Mexican Elderberry	Tree
244.	W	<i>Santolina chamaecyparissus</i>	Lavender Cotton	Ground Cover
245.	W	<i>Santolina virens</i>	Green Lavender Cotton	Shrub
246.	o	<i>Satureja chandleri</i>	San Miguel Savory	Perennial
247.	o	<i>Scirpis scutus</i>	Hard Stem Bulrush	Perennial
248.	o	<i>Scirpus californicus</i>	California Bulrush	Perennial
249.	X	<i>Sedum acre</i>	Goldmoss Sedum	Ground Cover
250.	X	<i>Sedum album</i>	Green Stonecrop	Ground Cover
251.	X	<i>Sedum confusum</i>	no common name	Ground Cover
252.	X	<i>Sedum lineare</i>	no common name	Ground Cover
253.	X	<i>Sedum x rubrotinctum</i>	Pork and Beans	Ground Cover
254.	X	<i>Senecio serpens</i>	no common name	Ground Cover
255.	o	<i>Sisyrinchium bellum</i>	Blue Eyed Grass	Ground Cover
256.	o	<i>Solanum douglasii</i>	Douglas Nightshade	Shrub
257.	o	<i>Solanum xanthii</i>	Purple Nightshade	Perennial
258.	W	<i>Stenocarpus sinuatus</i>	Firewheel Tree	Tree
259.	W	<i>Strelitzia nicolai</i>	Giant Bird of Paradise	Perennial
260.	W	<i>Strelitzia reginae</i>	Bird of Paradise	Perennial
261.	o	<i>Symphoricarpos mollis</i>	Creeping Snowberry	Shrub
262.	W	<i>Tecoma stans</i> (<i>Stenolobium stans</i>)	Yellow Bells	Shrub/Small Tree
263.	X	<i>Tecomaria capensis</i>	Cape Honeysuckle	Ground Cover
264.	N	<i>Teucrium chamedrys</i>	Germander	Ground Cover
265.	N	<i>Thymus serpyllum</i>	Lemon Thyme	Ground Cover

	Code	Botanical Name	Common Name	Plant Form
266.	N	Trachelospermum jasminoides	Star Jasmine	Shrub
267.	o	Trichostema lanatum	Woolly Blue Curls	Shrub
268.	X	Trifolium hirtum 'Hyron'	Hyron Rose Clover	Ground Cover
269.	X	Trifolium fraserum 'O'Connor's'	O'Connor's Legume	Ground Cover
270.	o	Umbellularia californica	California Laurel	Tree
271.	o	Verbena lasiostachys	Western Vervain	Perennial
272.	N	Verbena peruviana	no common name	Ground Cover
273.	X	Verbena species	Verbena	Ground Cover
274.	X	Vinca minor	Dwarf Periwinkle	Ground Cover
275.	o	Vitis girdiana	Desert Wild Grape	Vine
276.	X	Vulpia myuros 'Zorro'	Zorro Annual Fescue	Grass
277.	W	Westringia fruticosa	no common name	Shrub
278.	W	Xanthorrhoea species	Grass Tree	Perennial, Accent shrub
279.	W	Xylosma congestum	Shiny Xylosma	Shrub
280.	X	Yucca Species	Yucca	Shrub
281.	o	Yucca whipplei	Yucca	Shrub

Approved Plant Palette Qualification Statements for Select Plant Species

2. **Acacia redolens desert carpet:** May be used in the furthest ½ of the “B” FMZ from the structure, and no closer than 25 feet from the edge of the zone nearest the structure. The plants may be planted with a minimum spacing at 10 feet on center, maximum spacing in meandering zones not to exceed a mature width of 24 feet and mature height of 24 inches. If acacia redolens desert carpet is used in the roadway protection zone, it shall be maintained at a minimum of 25 feet from the curb face. At the time of precise plan review, the mature spacing shall be accounted for.
42. **Bougainvillea spectabilis (procumbent varieties):** Procumbent to mounding varieties may be used in the mid “B” FMZ. The plants may be planted in groups at 6 feet on center spacing not to exceed eight plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
125. **Hakea suaveolens:** May be used in the mid “B” FMZ. The plants shall be used as single specimens with mature spacing between plants of 30 feet minimum.
132. **Heteromeles arbutifolia:** May be used in the mid to lower “B” FMZ. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
160. **Liquidambar styraciflua:** May be used in the mid “B” FMZ. The plant shall be used as single specimens with mature spacing between trees and a 30 foot minimum.
223. **Quercus berberdifolia:** Additional information may be required as directed by the OCFA unless approved on the plan as shown.
224. **Quercus dumosa:** May be used in the mid to lower “B” FMZ. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
234. **Rhus ovata & Rhus integrifolia:** May be used in the mid to lower “B” FMZ of inland areas only. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
241. **Rosmarinus officinalis:** When used as a ground cover, it shall be maintained at 2 feet in height. Additional information may be required as directed by the OCFA.
242. **Salvia greggii:** Additional information may be required as directed by the OCFA unless approved on the plan as shown.
243. **Salvia sonomensis:** May be used in the mid to upper “B” FMZ. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 15 foot minimum.

Noteworthy changes to the 2021 International Building Codes (IBC)

<https://codes.iccsafe.org/content/IBC2021P1>

This code applies to all buildings except detached one- and two-family dwellings and townhouses up to three stories. The 2021 IBC® contains many important changes such as:

- Puzzle rooms (escape rooms) are now defined and regulated as special amusement areas, requiring compliance with Section 411 and special means of egress requirements.
- For the purposes of determining the allowable number of control areas in a building, each portion separated by one or more fire walls is now considered as a separate building.
- In Group E occupancies, enhanced classroom acoustics in compliance with ICC A117.1 are to be provided in all classrooms having of volume of 20,000 cubic feet or less.
- The requirements for metal composite materials and systems (MCM) installed on the exterior walls of Types I, II, III and IV construction were simplified and sprinkler allowances were deleted
- The use of intermodal shipping containers as buildings is now specifically addressed through provisions intended to supplement existing applicable IBC requirements.
- Automatic sprinkler protection is now required in Group S-2 open parking garages where any fire area exceeds 48,000 square feet.
- The 2017 edition of ICC A117.1 was adopted.
- Parapets of a minimum height are now required for aggregate-surfaced roofs to prevent blow-off.
- Mixed occupancy buildings with assembly spaces are placed in Risk Category III when the total public assembly occupant load is greater than 2500 people.
- The 2021 IBC snow map is updated to match ASCE 7-16 snow maps by adding a reference to ASCE 7 snow tables in states with large case study areas.
- Secondary rain loads are updated to be consistent with ASCE 7.
- Special inspection requirements were added to address the anchorage and connection of mass timber structural elements.
- Installation of firestop, fire-resistant joint systems and perimeter fire barrier systems in residential-use buildings now requires special inspection in Group R fire areas having an occupant load exceeding 250 people.
- Frost protection for egress doors was added to the foundation requirements.
- ACI standards ACI 117 and ITG 7 were added by reference to provide acceptable tolerances for concrete construction.
- Three new types of construction (Types IV-A, IV-B, and IV-C) allow mass timber buildings of taller heights, more stories above grade, and greater allowable areas compared to existing provisions for heavy timber buildings.

Noteworthy changes to the 2021 International Residential Codes (IRC)

<https://codes.iccsafe.org/content/IRC2021P1>

This comprehensive code comprises all building, plumbing, mechanical, fuel gas and electrical requirements for one- and two-family dwellings and townhouses up to three stories. The 2021 IRC® contains many important changes such as:

- Braced wall lines must be placed on a physical wall or placed between multiple walls.
- The rated separation for two-family dwellings is 1 hour whether or not a lot line exists between units.
- Emergency escape and rescue openings require a clear 36-inch-wide path to a public way.
- An engineered design is required for storm shelters.
- A habitable attic is limited to one-half the area of the story below and the dwelling requires sprinklers.
- Updated Wind Speed maps match IBC and ASCE 7 maps.
- Deck design now considers snow load, tributary area for footing and post height, and guard details.
- Specific requirements for deck guardrails were added.
- Component and cladding wind pressures in Table R301.2(2) are updated for new design wind speeds and hip or gable roof profiles.
- Minimum footing size tables are revised to more accurately reflect current practice.
- Cripple wall requirements apply only to exterior cripple walls.
- New appendices for cob construction and 3D printed construction are added.
- A 30 percent reduction of airflow is permitted for balanced ventilation systems.
- Commercial gas cooking appliances are prohibited.
- The head pressure for a water test of DWV systems increased to 10 feet.
- Air vacuum testing is now permitted for plastic piping DWV systems.
- Section P2904 for dwelling sprinklers is expanded to more closely align with NFPA 13D.
- An emergency service disconnect is required in a readily accessible outdoor location.
- A surge-protective device (SPD) is now required at the service panel.
- The number of receptacle outlets required for peninsular and island countertops in kitchens is determined by the area of the countertop surface.
- GFCI protection is now required for damp and wet locations not included in the other 10 areas requiring GFCI protection.

2022 California Fire Code (CFC) - OCFA Amendment Summary

Legend

Existing	This 2019 amendment is being carried forward into 2022 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.
Revised	A modified version of the 2019 amendment is being carried forward. Changes in scope or wording are significant relative to the 2019 version, or they may impact regulatory effect.
Deleted	This 2019 amendment is not being carried forward into the 2022 amendment package.
New	This is a new amendment in the 2022 amendment package.

2022 CFC CODE SECTION	2019 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
Chapter 1 - Scope & Administration				
112.4	110.4	Violation penalties	Clarifies administrative violation process; fines now based on OCFA adopted fee schedule.	Existing
112.4.2	110.4.2	Infraction & Misdemeanor	Used for purpose of applying penalties under 109.4. Amendment combines definitions of infraction and misdemeanor under one section.	Existing
Chapter 2 - Definitions				
202	202	Definitions	Definition of "OCFA" and "spark arrester" unchanged.	Existing
Chapter 3 - General Requirements				
304.1.2	304.1.2	Vegetation	Aligns maintenance to OCFA Guideline C-05 requirements.	Existing
305.6	305.6	Hazardous Conditions	Prohibits outdoor fires during hazardous weather conditions.	Existing
305.7	305.7	Disposal of Rubbish	Prohibits open burning of trash, leaves, and other debris.	Existing
307	307	Open burning, recreational fires, fire pits, fire rings, and outdoor fireplaces	Administrative change to the section title to include fire pits and fire rings regulated under amendments in 307.6. No change from previous amendment.	Existing
307.6	307.6	Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies.	Addresses requirements for outdoor fireplaces, fire pits, fire rings.	Existing
307.6.1	307.6.1	Gas-fueled devices	Prohibits gas fire pits within 3' of R-3 occupancy or 10' of other R occupancies	Existing
307.6.2	307.6.2	Devices using wood or fuels other than natural gas or LPG	Prohibits solid fuel within 15' of combustibles unless in a fireplace	Existing
307.6.2.1	307.6.2.1	Where prohibited	Prohibits solid fuel fires in fuel mod zone, and in Wildland-Urban Interface/Wildfire Risk Area outside of fireplaces	Existing
308.1.6.3	308.1.6.3	Sky lanterns	Addressed in 2022 CA Fire Code.	Deleted - 2022
324	321	Fuel modification requirements for new construction	Codifies requirements for fuel modification in properties adjacent to areas with combustible vegetation hazards.	Existing
325	322	Clearance of brush or vegetation growth from roadways	Authorizes clearance of vegetation from edges of roadways to reduce ignition hazard	Existing

2022 California Fire Code (CFC) - OCFA Amendment Summary

Legend

Existing	This 2019 amendment is being carried forward into 2022 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.
Revised	A modified version of the 2019 amendment is being carried forward. Changes in scope or wording are significant relative to the 2019 version, or they may impact regulatory effect.
Deleted	This 2019 amendment is not being carried forward into the 2022 amendment package.
New	This is a new amendment in the 2022 amendment package.

2022 CFC CODE SECTION	2019 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
326	323	Unusual circumstances	Provides for suspension of or alternative methods of compliance with vegetation maintenance standards under specific circumstances	Existing
327	324	Use of equipment	Requires use of spark arrester on equipment used in wildfire prone areas	Existing
327.1	324.1	Use of equipment and devices generating heat, sparks or open flames	Adopts a modified version of Public Resources Code requirement (30' setback instead of 10') for hazardous activities in wildland risk areas based on the cause of multiple fires in OCFA jurisdiction.	Existing
327.2	324.2	Spark arresters	Requires spark arresters to comply with CFC 202 and prevent accidental ignition	Existing
Chapter 4 - Emergency Planning and Preparedness				
407.5	407.5	Hazardous Material Inventory Statement	Reference to Hazardous material Inventory Statement is replaced by "OCFA's Chemical Classification packet" for consistency with Ch.50 language	Existing
Chapter 5- Fire Service Features				
501.1	501.1	Scope	Guideline B-09 has been reworked and renamed to B-01. Reference to B-09a is deleted since there are cross-references to Title 14 requirements in B-01.	Revised
510.1	510.1	Emergency responder radio coverage in new buildings	Amendment makes reference to local authority having jurisdiction's ordinance and specifies types of buildings where an emergency responder radio system is required	Existing
Chapter 9 - Fire Protection Systems				
903.2	903.2	Where required (Sprinklers)	Requires sprinklers in new buildings based on size. Requires sprinkler retrofit in buildings undergoing addition based on various area criteria. Revised to allow exception for open parking garages.	Existing
903.2.8	903.2.8	Group R (Sprinklers)	Requires sprinkler retrofit in homes undergoing addition or remodel based on various area criteria.	Existing
903.3.5.3	903.3.5.3	Hydraulically calculated systems	Adds specification for industry standard 10% safety margin to be included in sprinkler calculations	Existing
Chapter 12 - Energy Systems				
1201.1.1		Other Systems	Added specification for battery charging systems for cars and carts	Deleted - 2022

2022 California Fire Code (CFC) - OCFA Amendment Summary

Legend

Existing	This 2019 amendment is being carried forward into 2022 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.
Revised	A modified version of the 2019 amendment is being carried forward. Changes in scope or wording are significant relative to the 2019 version, or they may impact regulatory effect.
Deleted	This 2019 amendment is not being carried forward into the 2022 amendment package.
New	This is a new amendment in the 2022 amendment package.

2022 CFC CODE SECTION	2019 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
1205.2		Solar PV Syatems, Access & Pathways	Added a statement in Exception 3, to clarify the location of roof ventilation for Building-Integrated PV (BIPV) systems.	New
Chapter 28 - Lumber yard, agro-industrial, Solid Biomass and Woodworking Facilities				
2801.2	2801.2	Permit (Miscellaneous combustible storage)	Clarifies permit for storage/composting of green waste is a Miscellaneous Combustible Storage permit	Existing
2808.2	2808.2	Storage site	Requires OCFA approval of site before bringing product to the site	Existing
2808.3	2803.3	Size of piles	Reduces the size of piles of combustible materials	Existing
2808.4	2808.4	Pile separation	Requires 20' separation between piles instead of specifically a fire lane; requires 100' separation from other combustible vegetation	Existing
2808.7	2808.7	Pile fire protection	Requires oscillating sprinklers to maintain moisture content and wet	Existing
2808.9	2808.9	Material-handling equipment	Requires approved spark arrester on equipment	Existing
2808.11	2808.11	Temperature control	Requires that temperature be monitored and maintained	Existing
2808.11.1	2808.11.1	Pile temperature Control	Requires rotation of piles above 165 degrees	Existing
2808.11.2	2808.11.2	New material temperature control	Regulates acceptance of new piles above 165 degrees	Existing
2808.12	2808.12	Water Availability	Establishes firefighting water quantity requirements	Existing
2808.13	2808.13	Tipping Area	Establishes requirements for new material tipping area configuration and use	Existing
2808.14	2808.14	Emergency Contact	Requires posting of emergency contact info	Existing
2808.15	N/A	Maximum Grid of Piles & Rows	Defining maximum separation of piles.	New
2808.16	N/A	Push out / Clear area	Identifying when a push-out area is required for piles.	New
Chapter 49 - Requirements for Wildland-Urban Interface Fire Areas				
4903.3	4908	Fuel Modification Plans	Amendment updated to be In accordance with new Fire Protection Plan language in Chapter 49 and revised language in Guideline C-05.	Revised
4906.3	4906.3	Requirements	This is now addressed in the new Defensible Space section in 2022 CFC Chapter 49, and OCFA Guideline C-05.	Deleted - 2022
Chapter 50 - Hazardous Materials				

2022 California Fire Code (CFC) - OCFA Amendment Summary

Legend

Existing	This 2019 amendment is being carried forward into 2022 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.
Revised	A modified version of the 2019 amendment is being carried forward. Changes in scope or wording are significant relative to the 2019 version, or they may impact regulatory effect.
Deleted	This 2019 amendment is not being carried forward into the 2022 amendment package.
New	This is a new amendment in the 2022 amendment package.

2022 CFC CODE SECTION	2019 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
5001.5.2	5001.5.2	Hazardous materials inventory statement (HMIS)	References "OCFA's Chemical Classification Packet" instead of a Hazardous Materials Inventory Statement	Existing
5003.1.1.1	5003.1.1.1	Extremely hazardous substances	Prohibits extremely hazardous substances above disclosable amounts in a residential area.	Existing
Chapter 56 - Explosives and Fireworks				
5608.2	5608.2	Firing (Fireworks)	Requires fireworks shows to be electrically fired.	Existing
5608.3	N/A	Application for Permit	Carries over Title 19 requirement into Fire Code so it can be amended to establish a 100'/inch fallout zone instead of the standard 70'/inch.	Existing
Chapter 57 - Flammable and Combustible Liquids				
5701.1.1	5701.1.1	Mobile Fueling	Removed mobile fueling from the scope of Chapter 57. Amendment is no longer needed as adoption matrix in the 2022 CFC clearly indicates that mobile fueling provisions are not adopted.	Deleted - 2022
Chapter 58 - Flammable Gases and Flammable Cryogenic Fluids				
5801.1	5801.1	Scope	Prohibited mobile fueling of hydrogen, CNG, LPG.	Deleted - 2022
Chapter 80 - Referenced Standards				
NFPA 13				
2022 NFPA 16.12.3.3	2016 NFPA 13, 6.7.3	FDC Type	Specifies type, location, color of FDC. Existing amendment language modified for additional clarity and to better align with other sections of	Existing
9.4.3.1	8.3.3.1	Shell buildings	Specifies sprinkler type for spec shell buildings that are not warehouses	Existing
9.2.1.7	8.15.1.2.7	Concealed spaces	Revises section to ensure that the use of noncombustible insulation can be reviewed to prevent conflicts with operational requirements	Existing
19.1.1	11.1.1.1	Sprinkler design	Specifies sprinkler design criteria for spec buildings that are not	Deleted - 2022
19.1.4.1	11.2.3.1.1.1	Water supply	Specifies acceptable methods of determining water supply	Deleted - 2022
NFPA 13D				

2022 California Fire Code (CFC) - OCFA Amendment Summary

Legend

Existing	This 2019 amendment is being carried forward into 2022 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.
Revised	A modified version of the 2019 amendment is being carried forward. Changes in scope or wording are significant relative to the 2019 version, or they may impact regulatory effect.
Deleted	This 2019 amendment is not being carried forward into the 2022 amendment package.
New	This is a new amendment in the 2022 amendment package.

2022 CFC CODE SECTION	2019 Code Section	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
2022 NFPA 13D 7.1.2	2016 NFPA 13D: 7.1.2	Control valves	Requires monitoring if a dedicated sprinkler shutoff valve is installed	Existing
NFPA 14				
2019 NFPA 14 7.3.1.1	2016 NFPA 14: 7.3.1.1	Hose Connection Height	Specified height of hose outlet	Deleted - 2022
NFPA 24				
2019 NFPA 24 6.2.8.1	2016 NFPA 24: 6.2.8.1	Indicating Valves	Specifies that valves controlling firefighting water supplies shall be painted red to facilitate identification by firefighters; provides exception for valves on exterior risers and for a system with only OS&Y shutoff valves.	Existing
6.2.9 (5)	6.2.9 (5)	Street valves	Removes exception for roadway valve boxes	Existing
10.1.5	10.1.5	Wrapping/Coating Pipe	Revised to allow <i>wrapping</i> of pipe with polyethylene sheet in accordance with AWWA standards instead of <i>tubing</i> .	Existing
10.4.1.1	10.4.1.1	Pipe joints	Specifies that stainless steel parts do not need to be coated with asphalt	Existing
10.4.1.1.1	10.4.1.1.1	Stainless steel bolts	Requires use of stainless steel bolts.	Existing
10.4.3.2	10.6.3.1	Pipe under foundations	Requires pipe to terminate near exterior wall; requires single piece stainless steel sweep at riser.	Existing
Appendices				
Appendices B, BB, C, CC, H	Only five of the 16 appendices included in the 2022 Fire Code (B, BB, C, CC, and H) are adopted by the State. OCFA is not proposing adoption of any additional appendices or amendments to them beyond what the State has already adopted.			



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 15, 2022
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager/Community Services Director
ISSUE: 2022 Heritage Day Post-Event Report

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

SUMMARY:

The first annual Heritage Day event was hosted at the Laguna Hills Community Center and Sports Complex on October 2, 2022, from 12pm – 6pm. Considering the short time frame to plan and prepare for the event, it is staff's opinion that the event was a tremendous success. An account of some of the positive feedback received is provided in Attachment 2 to this report. The City was assisted by the Lukes Network for event management services for this event. The Lukes Network played a key role in securing sponsorship donations, the entertainment, and participation with the vendor booth expo. A Heritage Day video produced by one of the City's part-time Recreation Leaders will be presented to the Council during the November 15, 2022, City Council meeting. This video will provide a good recap of the event.

Attachment 1 to the staff report is the "Round Up" flyer and provides the activities of the event and the schedule of events. Attachment 2 to this staff report is a list of the Heritage Day Expo vendors and exhibitors, the event sponsors, and some feedback received about the event.

Next year's event is scheduled for September 16, 2023. Planning efforts should begin soon for this event, especially to secure sponsorships for this event early next year.

Heritage Day Post-Event Report
November 15, 2022
Page 2

BACKGROUND:

The City Council established the 3rd Saturday of September every year as Heritage Day in the City of Laguna Hills. Heritage Day is intended to be a celebration event of the City's heritage and the third addition to the City's annual large signature event series such as the Memorial Day Race and the 4th of July event. This year, due to City facilities already being reserved on September 17, 2022, the City hosted its first annual Heritage Day event on October 2, 2022, at the Community Center and Sports Complex. It is estimated that approximately 2,500 people attended the event during the event hours of 12:00 p.m. – 6:00 p.m. In 2023, the City's annual Heritage Day event will be held on September 16, 2023.

The City contracted with the Lukes Network to provide event management services for this year's Heritage Day event. Working with the Heritage Day Ad-Hoc Committee, City staff, and community partners such as the Laguna Hills Chamber of Commerce and the Moulton Museum, the Lukes Network was successful in producing a great event within a short lead time before the event date. An event flyer is attached to this staff report for reference and the event's activities are summarized below.

- Local History Presentation by Moulton Museum
- Ballet Folklorico Dance Performance
- Time Capsule Burial
- Chili Cook-off
- Pie Eating Contest with Polly's Pies
- Live Performance & Western Reenactors
- Blacksmith Demonstrations
- Petty Zoo and Pony Rides
- Carnival Rides & Games
- Face Painting
- Beer & Wine Garden
- Arts & Crafts Fest
- Vendor Booth Expo
- Prizes and Awards
- SWAG Bag to 1st 250 Attendees
- Boots on the Park Line Dancing
- Live Music: The James Kelly Band
- Live Music: Family Style Band

Outreach efforts to secure sponsorships and participation with the vendor booth expo was facilitated by the Lukes Network and was a huge assistance to the City. The sponsors for this year's event are noted below and planning efforts for next year's event should begin soon to ensure that more sponsors can be secured.

Table 1. 2022 Heritage Day Sponsors	
Sponsorship Level	Sponsors
Legacy	Moulton Niguel Water District, Orange County Supervisor Lisa Bartlett
Foundation	Chase
Destiny	The Toll Roads of Orange County, CR&R, UCI Health
Gabrielino	Fort Fitness, Memorial Care Saddleback Medical Center, The Village at Laguna Hills

Heritage Day Post-Event Report
November 15, 2022
Page 3

Community Partners	Laguna Hills Chamber of Commerce, Moulton Museum
Ranchero	Alpha Omega Constructors Inc., Khan Varnishung, Compass Real Estate, Nellie Gail Ranch Owners Association, OC Local

The City Council established a budget of \$60,000 for the event and an account of the revenue and expenses for this year's event is provided in the table below. Please note that staff only included revenue and expenses that have posted to the City's financial system as of November 10, 2022. Also, personnel costs and OC Sheriff support during the event are not included in the event's expenses below.

Table 2. 2022 Heritage Day event Revenue and Expenses Summary (as of November 10, 2022)

A) Event Revenue	\$ Amount
Sponsors	17,200
Booth Rentals	5,200
Ticket Sales	3,002
Total Revenue	25,402
B) Event Expenses	\$ Amount
Advertising (Signs/banners/flyers)	2,433
Carnival Rides and Inflatables	8,797
Entertainment	5,302
Event Management Services	13,500
Misc. (electrical support/donation)	2,517
Photography services	900
Private Security	900
Rentals	5,056
Supplies (Beverages/food/decorations)	5,112
Total Expenses	44,517
C) Net Event Expenses	19,115

FISCAL IMPACT:

The City Council established a budget of \$60,000 for 2022 Heritage Day event. Table 2 above provides an account of the revenue and expenses that have posted to the City's financial system. The overall expenses to not include personnel costs and costs for OC Sheriff support during the event.

Heritage Day Post-Event Report

November 15, 2022

Page 4

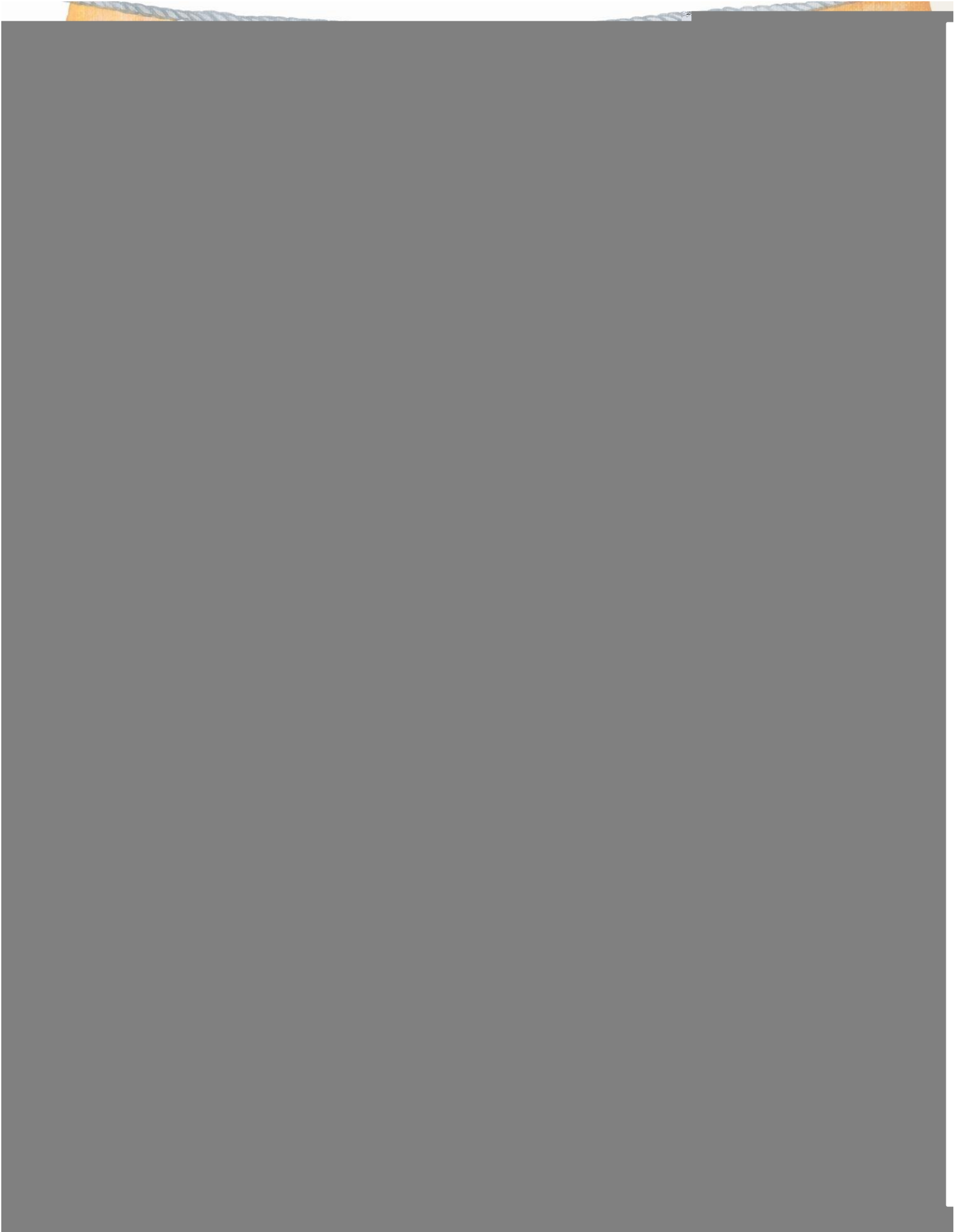
There are some anticipated outstanding items that need to be added to the event's accounting. These items have not been posted to the City's financial system and are noted below in Table 3 with adjustments to the overall revenue and expenses for this event.

Table 3. 2022 Heritage Day event Adjusted Revenue and Expenses

A) Event Revenue	
Revenue (posted as of 11/10/2022)	25,402
<i>Estimated additional sponsorship/booth rentals</i>	<i>2,500</i>
Total Revenue	27,902
B) Event Expenses	
Expenses (posted as of 11/10/2022)	44,517
<i>Estimated additional expenses</i>	<i>1,200</i>
Total Expenses	45,717
C) Net Event Expenses	17,815

ATTACHMENTS:

- Attachment 1 - Heritage Day 'Round Up' Flyer
- Attachment 2 - Vendors, Exhibitors, Sponsors, and Event Feedback



Attachment: Attachment 1 - Heritage Day 'Round Up' Flyer (3011 : Heritage Day Post-Event Report)

WWW.LAGUNAHILLSHERITAGEDAY.COM

Happy 30th Anniversary Laguna Hills!



THANK YOU TO OUR LAGUNA HILLS HERITAGE DAY SPONSORS, EXPO VENDORS & EXHIBITORS!

- AAA SOUTHERN CALIFORNIA
- ALPHA OMEGA CONSTRUCTORS
- ALZHEIMER'S ORANGE COUNTY
- BOUNCE HOUSES
- BUTTER CRUMBS BAKE SHOP
- CHASE
- CITY OF LAGUNA HILLS
- CODE OF THE WEST REENACTORS
- CR&R ENVIRONMENTAL SERVICES
- CRUISE PLANNERS
- DANCE FLOOR FOR LINE DANCING & BALLET FOKLORICO
- DR. ISHANI DHILLON SHAH, DDS
- FORT FITNESS
- FRED ASTAIRE DANCE STUDIO LAGUNA HILLS
- GOLDEN 1 CREDIT UNION
- GRAND CANYON UNIVERSITY
- HERITAGE SALOON BEER & WINE
- IMX PILATES
- JASON HANCK ART
- JOHN EAGLE PAINTING
- KHAN VARNISHUNG, COMPASS REAL ESTATE
- LAGUNA HILLS CHAMBER OF COMMERCE
- LAGUNA HILLS LITTLE LEAGUE
- MARY PRUITT INSURANCE
- MEMORIAL CARE SADDLEBACK MEDICAL CENTER
- MOULTON MUSEUM
- MOULTON NIGUEL WATER DISTRICT
- NORTH HOLLYWOOD CANDLE COMPANY
- OFFICE OF ORANGE COUNTY SUPERVISOR LISA BARTLETT, 5TH DISTRICT
- ORANGE COUNTY BLACKSMITH GUILD
- ORANGE COUNTY FIRE AUTHORITY
- ORANGE COUNTY SHERIFF'S DEPARTMENT
- PACIFIC COAST WEALTH MANAGEMENT
- PETTING ZOO
- PONY RIDES
- RENEWAL BY ANDERSON WINDOWS
- ROTARY CLUB, DISTRICT 5320
- RUSS MIURA'S JIU JITSU
- SENATOR PAT BATES, 36TH SENATE DISTRICT OF CALIFORNIA
- SWAY BALLROOM DANCE
- TACOS4TROOPS/FEEDING FREEDOM FOUNDATION
- TCT HEALTH FOUNDATION
- TECHNOCON
- THE TOLL ROADS
- THE VILLAGE AT LAGUNA HILLS
- TOWNLI
- TRACY HARTMAN CERAMICS
- UCI HEALTH
- YOU HAD ME AT COOL

CONTACT:
JAY LUKES
OUTREACH & SPONSORSHIP
MANAGER,
THE LUKES NETWORK, LLC
SALES@THELUKESNETWORK.COM
949-678-9300

Packet Pg. 456



WWW.LAGUNAHILLSHERITAGEDAY.COM

Happy 30th Anniversary Laguna Hills!

SPONSORS, EXPO VENDORS, EXHIBITORS & RESIDENT FEEDBACK

- Jay and Anna Lisa, Heritage Day was a great success; I quite enjoyed it. We counted over 500 visitors to our booth. You did a great job on organizing things. Congratulations and thanks for including us. -Scott Barnes, CFO, The Moulton Company
- Jay, Thank you for including us and allowing us to participate. Please keep me in mind for future vendor/sponsor opportunities. I will do my best to get approval and allocation of funds.
- JP Morgan Chase
- Jay, The First Annual Laguna Hills Heritage Day was an enjoyable event. Great time with many businesses in the community, nice local turnout and fun entertainment. Fort Fitness participated as a sponsor and were very happy with the community we were able to reach as well as the overall experience of the event. It was great to touch base in person with so many Laguna Hills and surrounding area residents. It was an opportunity for Fort to get the word out on what kind of business we are and where we are located. We had a good traffic flow at our booth and found the outreach valuable. We look forward to the Second Annual Laguna Hills Heritage Day event. We would also be interested in participating in the Laguna Hills 5k and 4th of July event.
-Fort Fitness
- The James Kelly Band was honored to play for y'all! Would love to be a part of this again!!
-The James Kelly Band
- Anna Lisa, thank you so much for mentioning Heritage Day to me as well as the opportunity to volunteer. It seems to me that it was a special and memorable day for all ages! - Paula C., Laguna Hills Resident. I thoroughly enjoyed working the chili cook-off table. Everyone I came in contact with was a pleasure to talk with. In addition, the spirit of community and fun in a safe environment could be witnessed on every smiling face. Having the OC Sheriff's presence on horseback helped to build respect and trust with the children of all ages - something that I believe is desperately needed. I also never heard or saw any disparaging word, comment or action amongst the 1,000s of people that were in attendance. Congratulations to you and Jay on having the foresight to see what was needed and could be, the willingness to develop and produce such an event and seeing it through to fruition. - Sincerely, Paula C., Laguna Hills Resident
- It was such a great event - very well organized. We talked to so many people. Hope we can participate again next year! - Jeff Bott, The Toll Roads of Orange County



WWW.LAGUNAHILLSHERITAGEDAY.COM

Happy 30th Anniversary Laguna Hills!

SPONSORS, EXPO VENDORS, EXHIBITORS & RESIDENT FEEDBACK

- Laguna Hills! The First Annual Heritage Fest was such a success! The bands, food trucks, vendors, rides and games for the kids and chili cook off made for a perfect SundayFest and I can't wait for next years date to come out. Special shout out to <http://www.thelukesnetwork.com/> for their precision on making this event smooth and successful. You can follow them @ The Lukes Network. I saw many old friends and met new! I'll be signing them up for Medicare AEP! P.S. We also hope you saw the OC Register's photos and coverage of Heritage Day on print and online in today's issue. <https://www.ocregister.com/.../laguna-hills-celebrates.../> - Medicare Concierge / Mary Pruitt Insurance
- Great event and thank you for allowing us to participate. - Renewal by Andersen Windows of Orange County



Dawn Ford ▸ Residents of Laguna Hills in the OC

October 2 at 1:47 PM · 🌐

Come out and enjoy Our first Heritage Day at Laguna Hills Community Center located at the corner of Alicia Parkway and Paseo De Valencia in Laguna Hills.

So much to do for the family. You can even get a miniature LH on a wood block for \$3!! There are pony rides, Petting zoo, bounce houses, even a tilt-a-whirl ride. 2 bands that are playing music all day. Cotton Candy, food trucks, pie eating contest!!! Beer and wine is also served in the adult section.

Chili cook off from 7 of our local restaurants. Yum!! Festivities until 6pm. Park at Laguna Hills High school.

[#heritagedaylh](#)

[#LagunaHillsHD](#)

All comments ▼



Stacey Pollock

We loved that we had an event that showed the pride we have in our city. Now next year, let's make it twice as big!

Like Reply 5d



7



Ellie Bush

Stacey Pollock yes this! My kids loved what was there. If it continues and gets bigger, more would be great (more food, vendors that sell physical products, small kiddie rides, fall maze, etc).

Like Reply 5d



8



Dezlia Skidmore Sandoval

Ellie Bush I like these ideas!!

Like Reply 4d



2



Jannette Schultz Hall

Ellie Bush ooh a hay maze would be fun. I loved the stagecoach and blacksmith.

Like Reply 4d



Ellie Bush

Jannette Schultz Hall for sure. Could be a nice, cheap addition with a Fall festival kinda vibe. We love to do Fall festivities. My kids definitely enjoyed what was there, though. 😊

Like Reply 4d



WWW.LAGUNAHILLSHERITAGEDAY.COM

Happy 30th Anniversary Laguna Hills!

SPONSORS, EXPO VENDORS, EXHIBITORS & RESIDENT FEEDBACK



Krieb
here absolutely
Reply 5d



Shirley Beck
Great event! 4 ...
Like Reply 5d



Shirley Beck ...



Like Reply

2



Lori Huber
Good to read there was a good turnout. Sorry I couldn't make it! ...
Like Reply 4d

love ...
Like Reply 2d



Neel Patel
It's a great family friendly event and a good chance with some nice booths! ...



Like Reply 5d



Claudia Saunders Mohler
Nice turnout. We did have a few questions for the Mall developers, they were MIA the couple of times we walked by. ...
Like Reply 5d 2



Dawn Ford
Claudia Saunders Mohler they were there on and off at that booth. We caught them when they first opened at 12pm. ...
Like Reply 5d



Eric Krieg
I am here absolutely wonderful ...
Like Reply 5d



...
Like ...



...
Like ...





WWW.LAGUNAHILLSHERITAGEDAY.COM

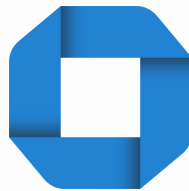
Happy 30th Anniversary Laguna Hills!

THANK YOU TO OUR SPONSORS!

LEGACY



FOUNDATION



CHASE

DESTINY



UCI Health

GABRIELINO



RANCHERO

Alpha Omega Constructors, Inc.
Khan Varnishung, Compass Real Estate
Nellie Gail Ranch Owners Association
OC Local

COMMUNITY PARTNERS



MOULTON
MUSEUM



CONTACT:
JAY LUKES
OUTREACH & SPONSORSHIP MANAGER,
THE LUKES NETWORK, LLC
SALES@THELUKESNETWORK.COM



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 15, 2022

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager/Community Services Director

ISSUE: Update on the Solid Waste and Recycling Franchise Procurement Ad-Hoc Committee Work Efforts.

RECOMMENDATION: That the City Council receive an update on the Solid Waste and Recycling Franchise Procurement Ad-Hoc Committee work efforts; and direct staff to proceed forward with Procurement phase of the Memorandum of Understanding Regarding Solid Waste Procurement Services by and between the City of Laguna Hills and the City of Lake Forest ("MOU") as described in this staff report.

SUMMARY:

On September 28, 2021, the City Council approved the Memorandum of Understanding Regarding Solid Waste Procurement Services by and between the City of Laguna Hills and the City of Lake Forest ("MOU"). The MOU is comprised of two work effort phases. The first phase is the "Procurement Documents" phase and requires the cities of Laguna Hills and Lake Forest to jointly work together to develop documents for the next 10-year franchise agreement procurement. To assist with these work efforts a Solid Waste and Recycling Franchise Procurement Ad-Hoc Committee ("Committee") was formed and includes two appointed Council Members from each city. The City Council of Laguna Hills appointed Council Member Caskey and Council Member Pezold to serve on this Committee. An update on the work efforts under this first phase of the MOU will be provided to the City Council on November 15, 2022, and are also summarized in this staff report. The MOU will terminate upon completion of the Procurement Documents phase unless it is extended as described below.

Solid Waste Ad Hoc Committee Update
November 15, 2022
Page 2

The second phase of the MOU is referenced as the “Procurement” phase and entails a joint work effort to conduct the procurement for a hauler such as the issuance of RFP and sample agreement documents, proposal evaluations and the final selection and negotiations with a hauler for the next 10-year franchise agreement. To move into this phase of the MOU, both parties would require mutual written notice of intent to continue into this phase of work. Because of the successful collaboration between the City of Laguna Hills and the City of Lake Forest in work efforts under the Procurement Documents phase (“Phase 1”) of the MOU, the Committee recommends the continuation of the MOU into the Procurement phase (“Phase 2”) of the MOU as described below under the “Ad-Hoc Committee Work Effort Update and Recommendation” section of this staff.

BACKGROUND:

The City of Laguna Hills’ current solid waste and recycling franchise agreement (“Agreement”) was awarded to CR&R on September 27, 2005, with collection services commencing on June 1, 2006. Amendment No. 1 to the Agreement was approved and executed by the City Council on August 26, 2014, which extended the Agreement for an additional eight years, revising the expiration date from June 30, 2016, to June 30, 2024. Amendment No. 2 to the Agreement was approved and executed by the City Council on June 1, 2022, which incorporated SB 1383 requirements of implementing organic waste recycling programs into the current Agreement. The Agreement is set to expire on June 30, 2024.

On September 28, 2021, the City Council approved the MOU with the City of Lake Forest as an opportunity to work together, considering the facts that both jurisdictions’ current franchise agreements expire on June 30, 2024, and both cities need to begin the procurement process to establish new ten-year franchise agreement terms commencing on July 1, 2024. The cities of Lake Forest and Laguna Hills each independently arrange for solid waste and recycling collection, processing, and disposal services through separate franchise agreements granted to CR&R.

The process to procure a new solid waste and recycling hauler under a new 10-year franchise agreement term requires an extraordinary amount of effort, which includes hiring a specialized solid waste and recycling consultant, preparing procurement documents for new services, preparing the franchise agreement, conducting contract negotiations, and administering an orderly transition process—especially if a new solid waste hauler is selected. Typically, the entire process takes more than two years to

Solid Waste Ad Hoc Committee Update

November 15, 2022

Page 3

complete. Given the geographic proximity and similar nature of the solid waste and recycling services needed for both Lake Forest and Laguna Hills, and the fact that both jurisdictions need to produce bid documents and draft franchise agreement templates (“RFP Documents”) for their respective procurements, both jurisdictions can reduce expenses by sharing costs for a third-party recycling consultant to assist in the production of the RFP Documents. Both parties participated in the selection of a solid waste and recycling consultant to serve as the consulting firm for this project, and on February 1, 2022, the City of Lake Forest, acting as the lead agency under the MOU, awarded a consulting services agreement to EcoNomics. Currently, both cities are working in the “Procurement Documents” phase of the MOU for the production of the RFP Documents.

As stated above, there also exists the potential to reduce costs and resources through the pursuit of a joint procurement process for the selection of a hauler for the next franchise term which is referred to as the “Procurement” in the MOU. The Procurement would also be a collaborative work effort, with consultant cost sharing, to facilitate the procurement and contract negotiation with a hauler(s). Under the terms of the MOU, there is no commitment required by either jurisdiction to proceed beyond the development of the Procurement Documents phase and into the Procurement phase of the MOU. Further, the MOU can be terminated at any time by either party upon 30 days written notice. At a later date, each party can determine if a joint Procurement phase of the MOU is in the best interest of both parties which would require mutual written notice of intent to continue into this phase of work.

Ad-Hoc Committee Work Effort Update and Recommendation

To assist with the development of the RFP Documents, City of Laguna Hills and City of Lake Forest staff envisioned the formation of a Solid Waste and Recycling Franchise Procurement Ad-Hoc Committee (“Committee”). The Committee would include two City Council members from each agency to participate and provide support during the creation of the Procurement Documents. The Committee would serve in an advisory capacity only, and would return to the City Council with policy recommendations from the Committee for final direction and approval.

Following through with this vision, staff from both cities requested their respective Councils to appoint two City Council members to serve on the Committee. On April 19, 2022, the City Council of Lake Forest appointed two Council Members (Mayor Pequeno and Mayor Pro Tem Cirbo) to serve on the Committee. Likewise, on

Solid Waste Ad Hoc Committee Update
November 15, 2022
Page 4

April 26, 2022, the City of Laguna Hills City Council appointed Council Member Caskey and Council Member Pezold to serve on the Committee. The Committee also includes the City Managers and staff from both cities.

A PowerPoint presentation will be presented to the Council at its November 15, 2022, to update the Council on the current work efforts of the Committee. The Committee has met five times since July 2022. During these meetings, The Committee discussed numerous policy items which are summarized below. The Committee is planning additional meetings to finalize policy recommendations under the Procurement Documents phase of the MOU in the next few months.

- Length of contract
- Regulatory and franchise fees
- Recycling rate incentives for commercial businesses and multi-family properties
- Residential 3-Cart Collection program
- Commercial and multi-family 3-container collection program
- Recycling coordinators
- Align with SB 1383 requirements such as contamination monitoring
- Special programs such as bulky item & hazardous waste collection, compost giveaways and workshops, special event collection
- Lightweight vehicles & electric vehicles commercial recycling
- Technology such as collision avoidance system, on board weighing scales, and cloud-based CRM
- Temporary roll-off service

The collaborative spirit of the Committee between Laguna Hills and Lake Forest has proven successful thus far and there is general agreement on policies discussed to date. Due to this successful collaboration, the Committee unanimously recommends the continuation of the MOU by working together through the next phase of the MOU, or the Procurement phase. The Procurement phase begins with the release of RFP Documents and continues through the recommendation of a new solid waste and recycling collection and services contract. The Committee anticipates continued benefits in sharing costs and resources through Phase 2 of the MOU and the collaboration and exchange of ideas between both cities. This collaboration will result in a successful

selection process.

Based on the Committee's recommendation, staff is seeking direction from the City Council to work with City of Lake Forest's staff to pursue the Procurement phase of the MOU. In accordance to the MOU, a "mutual written notice of intent to continue with the Procurement" is required. It should be noted that Lake Forest staff, also on November 15, 2022, are requesting direction from their Council to participate jointly in the Procurement phase. Should both the City of Laguna Hills Council and the City of Lake Forest Council provide direction to proceed forward as recommended, staff from both cities will return to their respective City Councils in January 2023 for final approval of Procurement continuation as stipulated in the MOU. This will provide time for the Committee to complete the last required meetings for policy recommendations under the Procurement Documents phase (Phase 1) of this work effort, and also time to prepare the necessary documents to initiate Phase 2 of the MOU.

FISCAL IMPACT:

It is estimated that the City of Laguna Hills third-party recycling consulting costs under the MOU for this work effort is \$50K to \$60K. By sharing costs for this work effort with the City of Lake Forest in accordance to the MOU, the total costs for recycling consulting services will be reduced by 40% - 50%.

Costs for third-party recycling services are paid through the City's recycling funds.

ATTACHMENTS:

- Memorandum of Understanding Regarding Solid Waste Procurement Services

MEMORANDUM OF UNDERSTANDING REGARDING SOLID WASTE PROCUREMENT SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 20 day of Sept, 2021 by and between the City of Laguna Hills ("Laguna Hills") and the City of Lake Forest ("Lake Forest") (each individually a "Party" and collectively the "Parties").

RECITALS

A. Lake Forest and Laguna Hills arrange for solid waste, recycling, organic waste, and similar collection, processing, and disposal services (collectively "Services") through a franchise granted to a private company ("a Hauler"). The Parties' current franchises for the Services will both expire on June 30, 2024.

B. In anticipation of these expirations, the Parties may determine at a later date to undertake a joint solid waste procurement process ("Procurement") which may result in the award of a single franchise for both Parties to one Hauler, two franchises for each Party to one Hauler, separate franchises for each Party to different Haulers, or some other possible arrangement for the Services.

C. A Procurement will require the development of a draft franchise agreement(s) and request for proposal document(s) ("Procurement Documents") and the Parties are interested in a joint work effort to prepare the Procurement Documents.

D. The production of the Procurement Documents will be managed by staff by each Party and a joint Consultant.

E. The Procurement will be managed by staff by each Party and a joint Consultant if it is determined that a joint Procurement is in the best interest of each Party.

F. Costs for a joint Consultant for the preparation of the Procurement Documents and for a joint Procurement work effort will be shared between the Parties.

G. The Parties desire to enter into this MOU to outline their respective participation in the development of the Procurement Documents and Procurement.

TERMS

NOW, THEREFORE, the Parties, in consideration of the mutual promises set forth in this MOU, agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true, correct, and incorporated herein.
2. Purpose of Memorandum of Understanding. The purpose of this MOU is for the Parties to develop Procurement Documents for Services and to outline their respective interests and participation in a potential joint Procurement for Services.

3. Description of the Procurement Documents. The Parties will contract with Consultant with relevant experience to conduct and assist in the preparation of a request for proposal(s) and similar documents and a franchise agreement(s) for the Services.

4. Description of the Procurement. The Parties will contract with a Consultant with relevant experience to conduct and assist in the Procurement. The Procurement may include, but is not limited to, the following elements:

- 3.1 Assessment of current Haulers and Services provided to each Party;
- 3.2 Potential cost savings or obstacles to jointly contracting for Services or for other possible models for delivery of the Services;
- 3.3 The negotiation of franchise agreement(s) with the chosen proposer(s) for the Services.

5. Sharing of Costs. Costs for the Procurement Documents and Procurement shall be divided into three categories: (1) shared costs benefitting both Parties ("**Joint Costs**"), (2) costs solely attributable to Laguna Hills ("**LH Costs**"), and (3) costs solely attributable to Lake Forest ("**LF Costs**"). Laguna Hills shall be responsible for all LH Costs and one-half of the Joint Costs. Lake Forest shall be responsible for all LF Costs and one-half of the Joint Costs. The Consultant will indicate on each invoice costs attributable to Joint Costs, LF Costs, and LH Costs. Lake Forest shall verify the respective share of costs of the Procurement Documents and Procurement on a monthly basis using the invoices submitted to Lake Forest by the Consultant. Following this verification, Lake Forest shall submit on a monthly basis a reimbursement request to Laguna Hills for its share of the Procurement Documents and Procurement costs, including a copy of the original invoice submitted to Lake Forest by Consultant. Laguna Hills shall reimburse Lake Forest for such costs within 30 days of the date of the invoice.

6. Selection of Consultant.

- 6.1 Selection of Procurement Documents and Procurement Consultant. Subject to the provisions of Sections 3, 4, and 5, Lake Forest shall issue the request for proposals and award any agreement with a consultant or team of consultants for the Procurement Documents and Procurement ("**Consultant**"). Lake Forest shall follow and comply with applicable laws and regulations when doing so. City staff from both Parties will participate in the selection process of Consultant(s). Lake Forest shall provide Laguna Hills with a draft request for proposals and Consultant(s) agreement and reasonably endeavor to incorporate and address any comments or proposed edits. Lake Forest will include the City of Laguna Hills, its officers, employees, agents, and representatives as additional insured and in any indemnification protection language in Consultant's agreement.
- 6.2 Procurement Documents Process. Subject to the provisions of Section 3, each Party shall be provided an opportunity to review and comment on all work product provided by the Consultant. Both Parties shall have a right to

receive and use all reports, documents, and records created as part of the Proposal Documents development pursuant to this MOU.

- 6.3 Procurement Process. Subject to the provisions of Section 4, each Party shall be provided an opportunity to review and comment on all work product provided by the Consultant. Both Parties shall have a right to receive and use all reports, documents, and records created as part of the Procurement pursuant to this MOU.

7. Not a Commitment to Proceed with Procurement. Nothing in this MOU shall be construed or interpreted to constitute a commitment by any Party beyond the completion of the Procurement Documents. The Parties may continue with the Procurement by providing mutual written notice of intent to continue with Procurement.

8. Future Coordination of Efforts. Upon completion of the Procurement as mutually agreed in Section 7, the Parties may wish to establish continuing shared duties with respect to the Services. The relationship of the Parties with respect to these future efforts will be documented as amendments to this MOU or in separate agreements, and the Parties anticipate continued collaboration and cost-sharing activities as appropriate depending on the nature of the endeavor as it progresses.

9. Term and Termination. This MOU shall become effective as of the date it is executed by the last of the Parties and shall continue in full force and effect until the Procurement Documents are completed or it is terminated as provided herein, unless extended pursuant to Section 7. Either Party may terminate this MOU by giving written notice of intent to terminate thirty (30) calendar days prior to the date of proposed termination. If either Party terminates before completion of the Procurement Documents, or before the completion of the Procurement pursuant to Section 7, the Parties shall each be responsible for their proportionate share of the consultant costs expended up to the date the notice of intent to terminate is received, including such future costs as cannot be reasonably canceled upon receipt of the notice of intent to terminate. Termination by either Party shall not terminate the Party's right to access any Consultant's work product or records as provided in Sections 6.2 and 6.3, or the defense and indemnification obligations set forth in Paragraph 10.

10. Mutual Indemnification. Each Party hereby agrees to indemnify, defend, assume all liability for, and hold harmless the other Party and their officers, employees, agents, and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs, and expenses (including without limitation any fines, penalties, judgments, actual litigation expenses, and attorneys' fees), and/or personal injuries or death to any persons (collectively, "Claims"), arising out of or in any way connected to the willful misconduct or the proportionate share of negligence of that Party or its officers, agents, or employees in connection with or arising from any of the activities under this MOU. This section incorporates a comparative negligence standard.

11. No Waiver. The waiver by any Party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

12. Notices. Any notice or other communication ("Notice") which any Party may desire to give to the other Party under this MOU must be in writing and may be given by any commercially acceptable means, including via first class certified mail, personal delivery, or overnight courier, to the Party to whom the Notice is directed, at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice. Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

Lake Forest: City of Lake Forest
100 Civic Center Drive
Lake Forest, CA 92630
ATTN: City Clerk

Laguna Hills: City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
ATTN: City Clerk

13. Interpretation: Venue.

13.1 Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

13.2 Venue. This MOU is made in Orange County, California. The venue for any legal action in state court filed by any Party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Placer. The venue for any legal action in federal court filed by any Party to this MOU for the purpose of interpreting or enforcing any provision of this MOU lying within the jurisdiction of the federal courts shall be the Central District of California.

14. Third-Party Beneficiaries. Nothing contained in this MOU shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

15. Severability. If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

16. Amendment of MOU. This MOU may be amended at any time by mutual agreement of the Parties. Any amendment shall be in writing and signed by all Parties.

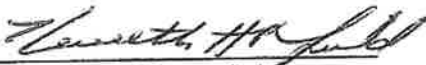
17. Entirety of Contract. This MOU constitutes the entire agreement between the Parties relating to the subject of this MOU and supersedes all previous agreements, promises,

representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

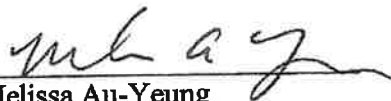
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

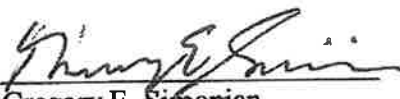
CITY OF LAGUNA HILLS

By: 
Kenneth H. Rosenfield
Interim City Manager

ATTEST:

By: 
Melissa Au-Yeung
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

By: 
Gregory E. Simonian
City Attorney

CITY OF LAKE FOREST

By: 
Debra Rose
City Manager

ATTEST:

By: 
Lisa Berglund
City Clerk

APPROVED AS TO FORM:


By: _____
Matthew Richardson
City Attorney