



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, November 13, 2018 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Mel Carruth, Mayor

Janine Heft, Council Member

Dore J. Gilbert, M.D., Mayor Pro Tempore

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.

CLOSED SESSION - CONVENING AT 6:00PM

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.

ROLL CALL OF CITY COUNCIL MEMBERS

ANNOUNCEMENT OF CLOSED SESSION ITEMS

The City Council shall convene into Closed Session, in the City Council Conference Room, City Hall, Laguna Hills Civic Center, to consider the following matter(s):

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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

Public Employee Title: City Manager - Annual Performance Evaluation

B. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Negotiator: Mel Carruth, Mayor

Unrepresented Employee: Don White, City Manager

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

The City Council will convene into Closed Session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBERS

RECESS



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, November 13, 2018 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Mel Carruth, Mayor

Janine Heft, Council Member

Dore J. Gilbert, M.D., Mayor Pro Tempore

Don Sedgwick, Council Member

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

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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.

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Laguna Hills High School Student Liaison**

Recommendation: That the City Council receive an oral report from Laguna Hills High School Student Liaison Julia Moon.

1.2 Laguna Hills 3/5 Marine Support Committee

Recommendation: That the City Council receive an update from Committee Member, Roy Fussell on the 3/5 Dark Horse Committee.

1.3 OC Mosquito and Vector Control District

Recommendation: That the City Council receive an update from Larry Woodruff on the OC Mosquito and Vector Control District.

1.4 Recognition of Chef Leo Razo, First Place Winner at Orange County's World-Wide Semi-Finals for Paella Valenciana

Recommendation: That Mayor Carruth present a Certificate of Recognition to Chef Leo Razo.

2. PUBLIC COMMENTS

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

3. 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.

3.1 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.

3.2 Approval of Minutes for October 9, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the October 9, 2018, Regular Meeting.

3.3 Approval of Warrant Register for the November 13, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,455,793.04.

3.4 Second Reading & Adoption of Proposed Ordinance Adopting Zoning Text Amendment No. 1-17-3757, Amending Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Update Regulations Related to Accessory Dwelling Units in Accordance with State Law

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 1-17-3757, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, amending and restating Chapter 9-68 (Accessory Living Quarters/Second Unit Housing) and amending Section 9-04.010 and Tables 9-10.050, 9-12.020, 9-14.020, 9-16.020, 9-18.020, 9-20.020, 9-44.A and 9-92.030 to allow Accessory Dwelling Units in Residential Zoning Districts in accordance with State law, including an exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Sections 15060(C)(2) and (C)(3) and Public Resources Code Section 21080.17."

3.5 Orange County Task Force on Drowning Prevention Request for Funding Support

Recommendation: That the City Council approve a sponsorship of \$5,000 to the Orange County Task Force on Drowning Prevention and authorize the City Manager to execute a Sponsorship Agreement.

3.6 FY 2017-2018 Development Impact Fees Annual Report

Recommendation: That the City Council approve the FY 2017-2018 Development Impact Fees Annual Report pursuant to California Government Code Section 66006.

3.7 Fourth Amendment to the Amended Joint Powers Authority Agreement with the Orange County Fire Authority Formalizing the Accelerated Pension Liability Reduction Plan

Recommendation: That the City Council approve the Fourth Amendment to the Amended Joint Powers Authority Agreement with the Orange County Fire Authority and authorize the Mayor to execute the Agreement.

3.8 Report Regarding Implementation of 2017 Zoning Text Amendment for Limited Personal Cultivation of Marijuana Inside a Person's Private Residence in Accordance with Proposition 64.

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

3.9 Lake Forest Drive Traffic Signal Synchronization Project Grant Application

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, approving the submittal of Traffic Signal Synchronization Program projects to the Orange County Transportation Authority for funding under the Competitive Measure M2 Regional Transportation Signal Synchronization Program for Lake Forest Drive."

3.10 Lease Termination Agreement for the Law Offices of Rick J. Finelli, LLP., a California Limited Liability Partnership, for 24031 El Toro Road, Suite 260, Laguna Hills, California

Recommendation: That the City Council approve a Lease Termination Agreement for Suite 260 with The Law Offices of Rick J. Finelli, LLP., a California Limited Liability Partnership, for 24031 El Toro Road, Suite 260, Laguna Hills, California, and authorize the City Manager to execute the Agreement.

3.11 Lease Termination Agreement for Carno Law Group, a Professional Law Corporation, for 24031 El Toro Road, Suite 210, Laguna Hills, California

Recommendation: That the City Council approve a Lease Termination Agreement for Suite 210 with Carno Law Group, a professional law corporation, for 24031 El

Toro Road, Suite 210, Laguna Hills, California, and authorize the City Manager to execute the Agreement.

3.12 Proposed Office Lease with Carno Law Group for 24031 El Toro Road, Suite 260, Laguna Hills, California

Recommendation: That the City Council approve the lease with Carno Law Group, a professional law corporation, for 24031 El Toro Road, Suite 260, Laguna Hills, California, and authorize the City Manager to execute the Lease.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

4.2. PUBLIC COMMENTS

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

4.3. APPROVAL OF MINUTES FOR OCTOBER 9, 2018, REGULAR MEETING

4.3.1 Approval of Minutes for the October 9, 2018, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the October 9, 2018, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

JOINT PLANNING AGENCY/CITY COUNCIL MEETING

ROLL CALL OF JOINT PLANNING AGENCY/CITY COUNCIL MEETING

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.

Site Development Permit/ Conditional Use Permit/ Variance/ Zone Text Amendment No. 6-15-3234, a Request by Moulton Niguel Water District to Operate a Government Facility Consisting of a New Operations Center Involving the Construction of Three New Buildings Totaling 64,664 Square Feet for Administrative Offices, Field Crew Operations, and Vehicle Repair, Renovation of Two Existing Buildings Totaling 21,735 Square Feet for Warehousing and Storage Purposes, Expansion and Relocation of Fueling Facilities, Vehicle and Equipment Storage, and Utilizing Existing Non-Compliant Driveway Access on Property Located at 26161 Gordon Road, and Consideration of Zoning Text Amendments to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Amending Table 9-32.040 to Remove the 25 Percent Open Space Requirement for Government Uses, Revising Chapter 9-32 by Adding a New Section 9-32.050 to Permit Outdoor Storage in the C/PI Zone for Government Uses, and by Adding a New Section 9-32.060 (Fences, Walls and Hedges) to Permit Fences Up to Eight (8) Feet High for Government Uses

Recommendation: (1) That the Planning Agency and City Council conduct a Joint Public Hearing to consider the proposed Operations Center Project;

(2) That the Planning Agency and City Council consider the Final Initial Study/Mitigated Negative Declaration for the Moulton Niguel Water District Operations Center and Site Consolidation Project; make responsible Agency Findings; and adopt a Mitigation Monitoring and Reporting Program;

(3) That the City Council 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, approving and adopting Zone Text Amendments (ZTA) to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code amending Table 9-32.040 to remove the 25 percent open space requirement in the C/PI Zone for government uses, revising Chapter 9-32 by adding new Section 9-32.050 to permit outdoor storage in the C/PI Zone for government uses, and revising Chapter 9-32 by adding new Section 9-32.060 (Fences, Walls and Hedges) to permit fences up to eight (8) feet high in the C/PI Zone for government uses."; and

(4) That the Planning Agency adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Site Development Permit/Conditional Use Permit/Variance/Zone Text Amendment 6-15-3234, a request by Moulton Niguel Water District to operate a government facility consisting of a new operations center involving the construction of three new buildings totaling 64,664 square feet for administrative offices, field crew operations, and automobile vehicle repair, renovation of two existing buildings totaling 21,735 square feet for warehousing and storage purposes, expansion and relocation of fueling facilities, vehicle and equipment storage, and utilizing existing non-compliant driveway access on property located at 26161 Gordon Road in the Community/Private Institution (C/PI) Zoning District."

JOINT PLANNING AGENCY/CITY COUNCIL MEETING ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Security Deposit and Appeal Fee for the City's Construction and Demolition Waste and Recycling Program

Recommendation: That the City Council: 1) Conduct a Public Hearing; and 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adjusting the Security Deposits and Appeal Fee for the City of Laguna Hills Construction and Demolition Waste Recycling Program and finding that the action is exempt from the California Environmental Quality Act (CEQA) per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(b)(8)."

5.2 Introduction and First Reading of an Ordinance Adding Chapter 8-07 (Citywide Park and Recreation Facilities Fees) to the Laguna Hills Municipal Code, Establishing Development Impact Fees for Non-Subdivision Residential Development Pursuant to the Provisions of Government Code Section 66000 Under the Mitigation Fee Act for Citywide Parks, Recreation and Open Space Facilities, and Adoption of a Resolution Establishing the Fees.

Recommendation: That the City Council: (1) Conduct a Public Hearing ; (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, adding Chapter 8-07 (Citywide Park and Recreation Facilities Fees) to Title 8 (Recreation, Parks, and Facilities) of the Laguna Hills Municipal Code establishing

Development Impact Fees for Citywide Parks, Recreation and Open Space Facilities for non-subdivision residential development.”; and (3) Adopt a Resolution entitled “A Resolution of the City Council of the City of Laguna Hills, California, establishing the Citywide Park and Recreational Facilities Fees and finding that the action is exempt from the California Environmental Quality Act (CEQA) per Sections 15273 of the CEQA Guidelines and Public Resources Code Section 21080.”

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.2. Assistant City Manager/Public Services Director

6.2.1 Introduction and First Reading of an Ordinance Amending the Laguna Hills Municipal Code to Clarify the City’s Authority to Prohibit the Discharge of Non-Stormwater Such as Runoff from Over-Irrigation to the City’s Stormwater Drainage System

Recommendation: That the City Council 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 Section 5-36.040 of the Laguna Hills Municipal Code pertaining to prohibition on illicit connections and prohibited discharges to the Stormwater Drainage System, and repealing Section 12-20.030 of the Laguna Hills Municipal Code pertaining to running of water upon the right-of-way.”

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

7.1 San Diego Gas & Electric Rate Structure

Recommendation: That the City Council direct staff to work cooperatively with San Diego Gas & Electric and other interested stakeholders to lobby the California Public Utilities Commission to make certain policy changes that will result in lower electricity bills for Laguna Hills rate payers.

8. CITY COUNCIL MEMBER COMMENTS

9. CLOSED SESSION

The City Council will be reconvening into Closed Session as part of the General Business Session, if necessary, for purposes of completing its Closed Session

discussions in the event that City Council does not complete the Closed Session discussion between 6:00 p.m. and 7:00 p.m.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

RECONVENE BACK INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

CLOSED SESSION REPORT

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be November 27, 2018, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by November 9, 2018, at 5:00 pm.



City Clerk

November 9, 2018

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 13, 2018
TO: Mayor and Council Members
FROM: Cindy Sands
Executive Assistant to City Manager
ISSUE: Recognition of Chef Leo Razo, First Place Winner at Orange County's World-Wide Semi-Finals for Paella Valenciana

RECOMMENDATION: That Mayor Carruth present a Certificate of Recognition to Chef Leo Razo.

SUMMARY:

The City Council will present a Certificate of Recognition to Chef Leo Razo, co-founder and Executive Chef of Villa Roma Argentine & Italian Restaurant, as the first place winner at Orange County's World-Wide Semi-Finals for Paella Valenciana which qualified him to represent the United States at the Paella World Championship in Sueca, Valencia, Spain, 2018.

ATTACHMENTS:

- Certificate of Recognition



CITY OF LAGUNA HILLS CERTIFICATE OF RECOGNITION

Chef Leo Razo

WHEREAS, Chef Leo Razo is the cofounder and Executive Chef of Villa Roma Argentine & Italian Restaurant located in Laguna Hills; and

WHEREAS, Chef Razo took first place at Orange County's World-Wide Semi-Finals for Paella Valenciana which qualified him to represent the United States at the Paella World Championship in Sueca, Valencia, Spain, 2018; and

WHEREAS, Chef Razo participated alongside the 40 Best Paella Valenciana chefs competing at the worldwide 58th Concurso Internacional de Paella de Sueca representing the USA for the best paella in the world.

NOW, THEREFORE, I, Melody Carruth, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby congratulate Chef Leo Razo, recognize his accomplishments, and wish him continued success.

Dated this 13th day of November 2018.

MELODY CARRUTH, MAYOR

Attachment: Certificate of Recognition (1729 : Recognition of Chef Leo Razo)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for October 9, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the October 9, 2018, Regular Meeting.

ATTACHMENTS:

- 181009 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, October 9, 2018**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

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

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Mayor	Present	
Dore J. Gilbert, M.D.	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Don Sedgwick	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of Case: George Dayeh and Maryam Dayeh vs. City of Laguna Hills; Orange County Superior Court; Case No. 30-2017-00909717-CU-IE-CXC

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)
Public Employee Title: City Manager - Annual Performance Evaluation

C. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency Negotiator: Mel Carruth, Mayor
Unrepresented Employee: Don White, City Manager

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no Public Comments on Closed Session Item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

Attachment: 181009 CC Minutes (1709 : Approval of Minutes for October 9, 2018, Regular Meeting)

CONVENE INTO CLOSED SESSION

The City Council will convene into Closed Session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBER**RECESS****GENERAL BUSINESS - CONVENING AT 7:00 PM****CALL TO ORDER**

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

PLEDGE OF ALLEGIANCE:

The colors were presented and the Pledge of Allegiance was led by Boy Scout Troop 12.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Mayor	Present	
Dore J. Gilbert, M.D.	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Don Sedgwick	Council Member	Present	

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

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of Case: George Dayeh and Maryam Dayeh vs. City of Laguna Hills; Orange County Superior Court; Case No. 30-2017-00909717-CU-IE-CXC

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)
Public Employee Title: City Manager - Annual Performance Evaluation

C. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency Negotiator: Mel Carruth, Mayor
Unrepresented Employee: Don White, City Manager

City Attorney Simonian stated that the City Council convened in Closed Session this evening pursuant to the authorities listed on the agenda. The Council completed Item A with no reportable action taken. The Council had not yet completed its discussion of Items B and C. The City Council will reconvene back into Closed Session following the General Business meeting and, at that time, there will be a further Closed Session report.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

Recommendation: Laguna Hills High School Student Liaison Julia Moon was not available at the meeting to give the presentation.

1.2 Presentation of Proclamation for Pumpkin City's 40 Year Anniversary

Recommendation: Mayor Carruth presented a Proclamation to Debbie Derentz, Will Derentz and Jeff Keenan of Pumpkin City recognizing their 40 Year Anniversary.

1.3 Presentation from Moulton Niguel Water District - 50 Years of Water Recycling

Recommendation: The City Council received a presentation from Donald Froelich, President of Moulton Niguel Water District Board of Directors on 50 Years of Water Recycling.

2. PUBLIC COMMENTS

Kelly Jennings introduced herself as a candidate for the Moulton Niguel Water District Board of Directors.

Muriel Witham, a representative of St. George's Episcopal Church, voiced her concerns over the Interstate 5 Improvement Project.

Meg Gorham, a resident of Laguna Hills, voiced her concerns regarding a parking issue in the Sunrise Tract neighborhood.

Robert Hellander, a resident of Laguna Hills, voiced his concerns regarding a parking issue in the Sunrise Tract neighborhood.

Derek Lorati, a resident of Laguna Hills, voiced his concerns regarding a parking issue in the Sunrise Tract neighborhood.

Mohammad Matar, a resident of Laguna Hills, voiced his concerns regarding a parking issue in the Sunrise Tract neighborhood.

Edward Shew, a resident of Laguna Hills, voiced his concerns regarding a parking issue in the Sunrise Tract neighborhood.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar, with Mayor Carruth removing Item No. 3.10.

RESULT:	APPROVED [4 TO 0]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Dore J. Gilbert, M.D., Mayor Pro Tempore
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

3.1 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.

3.2 Approval of Minutes for September 11, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the September 11, 2018, Regular Meeting.

3.3 Approval of Warrant Register for the October 9, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,455,236.52.

3.4 FY 2017/18 Budget Amendment for Interfund Transfers

Recommendation: That the City Council adopt Resolution No. 2018-10-09-1: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Budget for Fiscal Year 2017/2018 for Interfund Transfers to the General Fund from the SB1 RMRA Gas Tax Fund, Measure M Fund, and the SLESF/COPS Brulte Fund."

3.5 Appointment of Labor Negotiator

Recommendation: That the City Council, pursuant to Government Code Section 54957.6, select and appoint Mayor Carruth to serve as the Council's designated representative for purposes of: (A) Facilitating the Annual Performance Evaluation of the City Manager, and (B) Conducting Labor Negotiations with the City Manager, an Unrepresented Employee.

3.6 Rejection of Bids and Authorization to Re-Advertise the Tenant and Site Improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center.

Recommendation: That the City Council reject all bids received on October 2, 2018, and authorize the re-advertisement of the Tenant and Site Improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center, for bids.

3.7 Cooperative Agreement No. C-8-1799 with OCTA for the Los Alisos Boulevard, Paseo De Valencia, Laguna Hills Drive, Aliso Viejo Parkway and Melinda Road Route for Regional Traffic Signal Synchronization

Recommendation: That the City Council approve the Cooperative Agreement No. C-8-1799 with the Orange County Transportation Authority for the Los Alisos Boulevard, Paseo de Valencia, Laguna Hills Drive, Aliso Viejo Parkway, and Melinda Road Route for Regional Traffic Signal Synchronization and authorize the Mayor to sign the Agreement.

3.8 Modification of On-Street Parking on Santa Vittoria Drive Northerly of Caminito Costa

Recommendation: That the City Council: (1) Find and determine that the proposed parking restriction is not subject to the California Environmental Quality Act pursuant to 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 15378) of the CEQA guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly, and (2) Adopt Resolution No. 2018-10-09-2: "A Resolution of the City Council of the City of Laguna Hills, California, establishing a No Parking Anytime zone on the easterly side of Santa Vittoria Drive 60 feet northerly of Caminito Costa (private street)".

3.9 Progress Payment No. 1, Final, for Turf Renovation, CIP No. 238-C, Phase 1

Recommendation: That the City Council approve Progress Payment No. 1, Final, in the net amount of \$55,537.00, to CSA Holdings, Inc., dba Sports Field Services, for Turf Renovation, CIP No. 238-C, Phase 1, and authorize the filing of the Notice of Completion for Phase 1 and subsequent Release of Retention in 35 days, if no liens have been filed.

3.11 22ND Annual Inner-Coastal & Watershed Cleanup Day

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

3.12 Notice of Funding Award of Debris Gates Project, Phase VII, CIP No. 412G, Environmental Determination and Notice to Proceed for G2 Construction, Inc.

Recommendation: That the City Council find and determine the Debris Gates Project, Phase VII, CIP No. 412G, is exempt from the California Environmental Quality Act (CEQA) under the Class 1 Exemption for existing facilities pursuant to Section 15301 of the CEQA Guidelines and authorize the project to be implemented.

ITEMS REMOVED FROM THE CONSENT CALENDAR**3.10 Adoption of the 2018 Integrated Regional Water Management (IRWM) Plan**

Mayor Carruth removed Item No. 3.10 from the Consent Calendar to acknowledge a change made to the staff report to include the attachment of the IRWM Plan.

Recommendation: That the City Council adopt Resolution No. 2018-10-09-3: "A Resolution of the City Council of the City of Laguna Hills, California, adopting the 2018 South Orange County Integrated Regional Water Management Plan".

RESULT:	APPROVED [4 TO 0]
MOVER:	Mel Carruth, Mayor
SECONDER:	Dore J. Gilbert, M.D., Mayor Pro Tempore
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

4. PLANNING AGENCY

Mayor Carruth recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:39 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Present	
Dore J. Gilbert, M.D.	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Don Sedgwick	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR SEPTEMBER 11, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for September 11, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the September 11, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Vice Chair
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Don Sedgwick, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Conditional Use Permit No. 6-18-4235, a Request by Mobilitie, LLC, to Construct and Operate Three New Small Cell Communication Facilities Constructed on Southern California Edison Streetlight Standards in the Public Right-Of-Way Located Near the Intersections of (1) Ridge Route Drive and Moulton Parkway, (2) Verdugo Drive and El Pacifico Drive, and (3) Avenida De La Carlota and Los Alisos Boulevard.

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Barbara Breeden, project applicant, responded to Planning Agency requests for additional information.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 6-18-4235; (2) Find and determine that the proposed project is exempt from CEQA under the Class 3 “New Construction or Conversion of Small Structures” categorical exemption set forth in CEQA Guidelines Section 15303 as the Class 3 exemption applies to the “construction and location of limited numbers of new, small facilities or structures” and the “installation of small new equipment and facilities in small structures.” The Class 3 exemption applies to the installation of wireless telecommunications equipment at multiple locations; and (3) Adopt Resolution No. PA2018-10-09-1: “A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit No. 6-18-4235, a request by Mobilitie, LLC, to construct and operate three new small cell communication facilities constructed on Southern California Edison streetlight standards in the public right-of-way near the intersections of (1) Ridge Route Drive and Moulton Parkway, (2) Verdugo Drive and El Pacifico Drive, and (3) Avenida De La Carlota and Los Alisos Boulevard.”

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Vice Chair
SECONDER:	Janine Heft, Agency Member
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Don Sedgwick, Agency Member

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council Meeting at 7:54 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Zoning Text Amendment No. 1-17-3757, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Update Regulations Related to Accessory Dwelling Units in Accordance with State Law

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation and responded to Planning Agency requests for additional information.

Mayor Carruth opened the Public Hearing.

Len Herman, a resident of Laguna Hills, asked a question regarding the owner-occupied restriction of the Ordinance.

Mayor Carruth closed the Public Hearing.

City Attorney Simonian responded to the question raised by Mr. Herman and recommended the Council proceed forward with the ordinance adoption process.

Recommendation: That the City Council: (1) Conduct a Public Hearing for Zoning Text Amendment No. 1-17-3757; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines and Public Resources Code Section 21080.17; and (3) 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, adopting Zoning Text Amendment No. 1-17-3757, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, amending and restating Chapter 9-68 (Accessory Living Quarters/Second Unit Housing) and amending Section 9-04.010 and Tables 9-10.050, 9-12.020, 9-14.020, 9-16.020, 9-18.020, 9-20.020, 9-44.A and 9-92.030 to allow Accessory Dwelling Units in Residential Zoning Districts in accordance with State law, including an exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Sections 15060(C)(2) and (C)(3) and Public Resources Code Section 21080.17."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

6. ADMINISTRATIVE REPORTS

6.1. City Manager

The City Manager gave no Administrative Reports.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by City Council Members.

8. CITY COUNCIL MEMBER COMMENTS

Mayor Carruth

Mayor Carruth reported that the last week of October is Red Ribbon Week.

Mayor Carruth spoke regarding disparity of rates between the City's two utility providers and, with consensus of other Council Members, called for staff to provide a report regarding the issue on a future agenda.

9. CLOSED SESSION (Continued)

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no Public Comments on Closed Session Item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

RECONVENE BACK INTO CLOSED SESSION

The City Council reconvened into Closed Session, as part of the General Business Session, for purposes of completing its Closed Session discussions on Item B and Item C.

RECONVENE TO CITY COUNCIL CHAMBER

CLOSED SESSION REPORT**B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

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

Public Employee Title: City Manager - Annual Performance Evaluation

C. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Negotiator: Mel Carruth, Mayor

Unrepresented Employee: Don White, City Manager

No reportable action was taken as a result of tonight's Closed Session meeting.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 8:39 p.m. The next Regular Meeting of the City Council/Planning Agency scheduled for October 23, 2018, will be canceled. The next regularly scheduled City Council Meeting will be held November 13, 2018.

Melissa Au-Yeung, City Clerk

ATTEST:

Melody Carruth, Mayor

Approved at meeting of November 13, 2018



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for the November 13, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$1,455,793.04.

SUMMARY:

The attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. In accordance with Government Code Section 37202, the Director of Finance certifies to the accuracy of the attached register of demands and to the availability of monies for payment thereof. These demands are hereby submitted to the City Council for approval of payment.

ATTACHMENTS:

- Warrant Register - November 13, 2018



City of Laguna Hills, CA

Warrant Register - November 13, 2018

By Check Number

Date Range: 10/04/2018 - 11/01/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8813951	Z-CD-0010	ESPLANADE BUILDERS, INC.	10/23/2018	-5,541.90
8814631	T-2695	THE VIKING TRUCK LLC	10/23/2018	-590.00
8815030	Z-CD-0117	M SQUARED WIRELESS	10/23/2018	-16,547.54
8815170	A-0317	ABRAHAM, MICHAEL	10/04/2018	3,000.00
8815171	A-0370	ACCONTEMPPS	10/04/2018	721.50
8815172	Z-CD-0121	AMS FRAMING	10/04/2018	449.31
8815173	A-0304	AU-YEUNG, MELISSA	10/04/2018	1,001.65
8815174	S-2162	CARLSEN, SANDY	10/04/2018	13.08
8815175	C-1096	CODE PUBLISHING COMPANY, INC.	10/04/2018	157.50
8815176	C-1139	COMPLETE OFFICE OF CALIFORNIA	10/04/2018	511.60
8815177	C-1176	COMPUTER SERVICE CO.	10/04/2018	4,805.65
8815178	C-0023	COX COMMUNICATION	10/04/2018	613.32
8815179	C-1146	CYBERSOURCE CORPORATION	10/04/2018	29.00
8815180	D-0572	DAILY JOURNAL CORPORATION	10/04/2018	781.18
8815181	D-0561	DOCU-TRUST LAGUNA VAULT	10/04/2018	75.00
8815182	E-0601	ECOGREEN SOLUTIONS, INC.	10/04/2018	6,731.80
8815183	E-0554	ECONOMICS, INC.	10/04/2018	3,743.66
8815184	E-0504	EL TORO WATER DISTRICT	10/04/2018	19,178.72
8815185	E-0553	ELKINS, CHRISTINA	10/04/2018	100.80
8815186	H-0934	HOME DEPOT	10/04/2018	60.21
8815187	I-0960	IRV SEAVER MOTORCYCLES	10/04/2018	1,546.64
8815188	J-1057	JAMEY CLARK, INC.	10/04/2018	331.00
8815189	G-0709	JOE A. GONSALVES & SON	10/04/2018	2,900.00
8815190	L-1381	LEE, JENNIFER	10/04/2018	8.18
8815191	N-1474	NIEVES LANDSCAPE, INC.	10/04/2018	11,519.50
8815192	O-1546	OFFICE SOLUTIONS	10/04/2018	326.10
8815193	Q-1704	QUICK CRETE PRODUCTS CORP.	10/04/2018	3,404.90
8815194	R-1830	RALPHS GROCERY COMPANY	10/04/2018	120.99
8815195	R-1813	RPW SERVICES, INC.	10/04/2018	1,560.00
8815196	S-2250	SPARKLETTS	10/04/2018	124.01
8815197	S-2220	SPORTS FIELD SERVICES CSA HOLDINGS, INC.	10/04/2018	55,537.00
8815198	S-2016	SYSTEMS INTERNATIONAL	10/04/2018	2,980.00
8815199	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	10/04/2018	97.45
8815200	W-2337	WEST COAST ARBORISTS, INC.	10/04/2018	32,452.98
8815201	A-0370	ACCONTEMPPS	10/11/2018	740.00
8815202	A-0138	ALL CITY MANAGEMENT, INC.	10/11/2018	4,177.44
8815203	A-0359	ANDERSON PENNA PARTNERS, INC.	10/11/2018	5,438.75
8815204	A-0360	ARC DOCUMENT SOLUTIONS, LLC	10/11/2018	258.20
8815205	A-0358	ARDO, KARL	10/11/2018	126.00
8815206	B-0432	BARTEL ASSOCIATES, LLC	10/11/2018	1,250.00
8815207	C-0412	C&D ELECTRIC, INC.	10/11/2018	1,084.01
8815208	C-1179	CANON SOLUTIONS AMERICA	10/11/2018	188.22
8815209	C-1022	CDW GOVERNMENT, INC.	10/11/2018	2,063.54
8815210	C-1184	CEP AMERICA AUC PC	10/11/2018	100.00
8815211	C-0060	COUNTY OF ORANGE\PF&RD FINANCIAL SERVICES	10/11/2018	46,905.60
8815212	D-0461	DATA TICKET, INC.	10/11/2018	1,010.24
8815213	D-0453	DEPARTMENT OF CONSERVATION	10/11/2018	3,910.95
8815214	E-0593	EISENBERG, DALE	10/11/2018	80.50
8815215	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	10/11/2018	1,272.00
8815216	G-0844	GREEN MART, INC.	10/11/2018	926.65
8815217	G-0843	GRIEGO-SANDS, CINDY	10/11/2018	54.39
8815218	H-0959	HABASH, JOHN	10/11/2018	102.90
8815219	H-0829	HARTZOG & CRABILL, INC.	10/11/2018	6,908.10

Attachment: Warrant Register - November 13, 2018 (1721 : Approval of Warrant Register for November 13, 2018)

Warrant Register - November 13, 2018

Date Range: 10/04/2018 - 11/01/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8815220	Z-CD-0122	HOME DEPOT USA	10/11/2018	141.59
8815221	I-0942	IRVINE RANCH WATER DISTRICT	10/11/2018	232.46
8815222	J-1057	JAMEY CLARK, INC.	10/11/2018	1,874.58
8815223	L-1379	LAGUNA NIGUEL COMMUNITY THEATRE	10/11/2018	2,990.40
8815224	M-1552	MARTIN-RUSK, DINA	10/11/2018	210.00
8815225	M-1513	MEEHAN, DANIEL	10/11/2018	266.43
8815226	M-1302	MOULTON NIGUEL WATER DISTRICT	10/11/2018	22,561.20
8815227	M-1535	MUSIC MOVES ACADEMY, INC.	10/11/2018	1,456.00
8815228	N-1474	NIEVES LANDSCAPE, INC.	10/11/2018	82,998.38
8815229	O-1568	OC COUNCIL OF GOVERNMENTS	10/11/2018	5,099.70
8815230	O-1546	OFFICE SOLUTIONS	10/11/2018	762.01
8815231	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	10/11/2018	5,655.00
8815232	P-1829	PEST OPTIONS, INC.	10/11/2018	450.00
8815233	R-1943	RAMIREZ, CHRISTINA	10/11/2018	17.71
8815234	S-1902	SAN DIEGO GAS & ELECTRIC	10/11/2018	9,914.74
8815235	S-2289	SANDS, CINDY	10/11/2018	834.11
8815236	S-2276	SEDGWICK, DON	10/11/2018	45.26
8815237	S-2288	SHINE ILLUMINATION	10/11/2018	21,537.00
8815238	S-1904	SOUTHERN CALIFORNIA EDISON	10/11/2018	13,494.08
8815239	S-2059	STAPLETON, VIVIAN	10/11/2018	419.12
8815240	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	10/11/2018	10,283.69
8815241	T-2698	TPX COMMUNICATIONS	10/11/2018	1,363.94
8815242	V-2249	US BANK VOYAGER FLEET SYSTEM	10/11/2018	1,021.39
8815243	V-2224	VERIZON WIRELESS	10/11/2018	1,455.95
8815244	W-2337	WEST COAST ARBORISTS, INC.	10/11/2018	6,031.05
8815245	W-2426	WHITE NELSON DIEHL EVANS LLP	10/11/2018	9,090.00
8815246	X-2400	XEROX CORPORATION	10/11/2018	1,152.73
8815247	B-0229	BSN SPORTS	10/18/2018	416.59
8815248	C-1022	CDW GOVERNMENT, INC.	10/18/2018	179.54
8815249	C-1139	COMPLETE OFFICE OF CALIFORNIA	10/18/2018	352.46
8815250	D-0572	DAILY JOURNAL CORPORATION	10/18/2018	504.71
8815251	Z-CS-0133	DORO, JANELLE	10/18/2018	170.00
8815252	D-0552	DUNBAR ARMORED, INC.	10/18/2018	148.50
8815253	Z-CS-0134	EBTEKAR, EHSAN	10/18/2018	500.00
8815254	Z-CS-0135	MARTIN, KATHLEEN	10/18/2018	500.00
8815255	Z-CS-0079	MCCLELLAN, ANN-MARIE	10/18/2018	500.00
8815256	C-0331	MELODY CARRUTH	10/18/2018	45.58
8815257	M-1388	MOBILE MINI, INC.	10/18/2018	82.97
8815258	O-1546	OFFICE SOLUTIONS	10/18/2018	15.93
8815259	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	10/18/2018	1,992.00
8815260	O-1606	OROS, ROBERT	10/18/2018	205.13
8815261	S-1902	SAN DIEGO GAS & ELECTRIC	10/18/2018	34,201.97
8815262	S-2250	SPARKLETTS	10/18/2018	274.04
8815263	T-2663	THE ACTIVE NETWORK	10/18/2018	1,400.00
8815264	W-2441	WEST COAST MOVEMENT PROJECT, LLC	10/18/2018	862.40
8815265	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	10/18/2018	232.84
8815266	W-2445	WUU, JAY	10/18/2018	1,273.21
8815267	Z-CD-0010	ESPLANADE BUILDERS, INC.	10/23/2018	5,541.90
8815268	Z-CD-0117	M SQUARED WIRELESS	10/23/2018	16,547.54
8815269	T-2695	THE VIKING TRUCK LLC	10/23/2018	590.00
8815270	A-0370	ACCONTEMPES	10/25/2018	1,591.00
8815271	A-0358	ARDO, KARL	10/25/2018	196.00
8815272	A-0365	AT&T - CALNET 3	10/25/2018	20.59
8815273	B-0430	BASICS OF SKATEBOARDING	10/25/2018	105.00
8815274	B-0304	BEE MAN, THE	10/25/2018	325.00
8815275	B-0229	BSN SPORTS	10/25/2018	2,604.48
8815276	C-0412	C&D ELECTRIC, INC.	10/25/2018	2,414.70
8815277	C-1133	CALIFORNIA YELLOW CAB	10/25/2018	2,188.00
8815278	C-1177	CANON FINANCIAL SERVICES, INC.	10/25/2018	500.75
8815279	C-1022	CDW GOVERNMENT, INC.	10/25/2018	477.19
8815280	C-1144	CHARLES ABBOTT ASSOCIATES, INC	10/25/2018	80,804.42

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Warrant Register - November 13, 2018

Date Range: 10/04/2018 - 11/01/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8815281	C-1096	CODE PUBLISHING COMPANY, INC.	10/25/2018	469.50
8815282	C-1139	COMPLETE OFFICE OF CALIFORNIA	10/25/2018	207.46
8815283	C-1176	COMPUTER SERVICE CO.	10/25/2018	9,030.43
8815284	C-0023	COX COMMUNICATION	10/25/2018	1,111.50
8815285	C-1158	CREATIVE KIDS PLAYHOUSE CHILDRENS THEATRE OF OC	10/25/2018	2,616.60
8815286	D-0572	DAILY JOURNAL CORPORATION	10/25/2018	882.36
8815287	E-0593	EISENBERG, DALE	10/25/2018	1,137.50
8815288	E-0553	ELKINS, CHRISTINA	10/25/2018	254.80
8815289	Z-CD-0010	ESPLANADE BUILDERS, INC.	10/25/2018	1,190.00
8815290	H-0829	HARTZOG & CRABILL, INC.	10/25/2018	3,447.50
8815291	H-0934	HOME DEPOT	10/25/2018	136.96
8815292	J-1057	JAMEY CLARK, INC.	10/25/2018	446.25
8815293	G-0709	JOE A. GONSALVES & SON	10/25/2018	2,900.00
8815294	Z-CS-0070	LEE, JEANNIE	10/25/2018	64.00
8815295	M-1302	MOULTON NIGUEL WATER DISTRICT	10/25/2018	5,960.52
8815296	N-1474	NIEVES LANDSCAPE, INC.	10/25/2018	1,170.78
8815297	O-1546	OFFICE SOLUTIONS	10/25/2018	411.19
8815298	R-1841	ROSENFELD, KEN	10/25/2018	1,511.36
8815299	R-1967	RUSSELL, RICHARD WYATT	10/25/2018	2,152.00
8815300	S-2212	SHARPS COMPLIANCE, INC.	10/25/2018	961.86
8815301	Z-CD-0030	SOUTHERN CALIFORNIA EDISON	10/25/2018	2,525.00
8815302	S-1904	SOUTHERN CALIFORNIA EDISON	10/25/2018	1,307.74
8815303	Z-CD-0014	SOUTHERN CALIFORNIA EDISON	10/25/2018	894.10
8815304	S-2250	SPARKLETTS	10/25/2018	134.00
8815305	S-2220	SPORTS FIELD SERVICES CSA HOLDINGS, INC.	10/25/2018	2,923.00
8815306	S-2292	SWAY BALLROOM INC.	10/25/2018	42.00
8815307	T-2706	TREVINO, ROCIO	10/25/2018	110.60
8815308	T-2656	TYLER TECHNOLOGIES, INC.	10/25/2018	4,268.63
8815309	R-1801	WOODRUFF, SPRADLIN & SMART	10/25/2018	90,606.67
8815310	A-0370	ACCOUNTEMPS	11/01/2018	555.00
8815311	A-0365	AT&T - CALNET 3	11/01/2018	272.21
8815312	B-0304	BEE MAN, THE	11/01/2018	150.00
8815313	C-0333	CALIF PARK & REC SOCIETY, INC.	11/01/2018	145.00
8815314	C-0313	CITY OF LAGUNA HILLS	11/01/2018	1,218.60
8815315	C-1181	CIVIC PLUS	11/01/2018	7,434.79
8815316	C-1139	COMPLETE OFFICE OF CALIFORNIA	11/01/2018	404.60
8815317	C-1176	COMPUTER SERVICE CO.	11/01/2018	4,805.65
8815318	C-0023	COX COMMUNICATION	11/01/2018	433.70
8815319	E-0504	EL TORO WATER DISTRICT	11/01/2018	14,203.99
8815320	F-0717	FIELDTURF, USA, INC.	11/01/2018	1,600.00
8815321	J-1057	JAMEY CLARK, INC.	11/01/2018	861.52
8815322	J-1071	JCTEES.COM CORPORATION	11/01/2018	347.40
8815323	J-1082	JONES DAY	11/01/2018	2,314.20
8815324	M-1315	MARTIN & CHAPMAN CO.	11/01/2018	25.16
8815325	M-1590	MILLENNIUM ALARM SYSTEMS, INC.	11/01/2018	1,000.00
8815326	Z-CS-0136	MONTES, JUAN	11/01/2018	10.00
8815327	O-1528	OCTA	11/01/2018	933.15
8815328	O-1546	OFFICE SOLUTIONS	11/01/2018	118.17
8815329	R-1841	ROSENFELD, KEN	11/01/2018	451.94
8815330	R-1813	RPW SERVICES, INC.	11/01/2018	1,560.00
8815331	R-1967	RUSSELL, RICHARD WYATT	11/01/2018	60.00
8815332	S-1944	SOUTHERN CALIF MUN ATHLETIC FEDERATION	11/01/2018	476.90
8815333	T-2002	TAB PRODUCTS COMPANY	11/01/2018	769.93
8815334	T-2605	TUTTLE CLICK FORD	11/01/2018	2,638.63
8815335	W-2337	WEST COAST ARBORISTS, INC.	11/01/2018	29,525.80

Attachment: Warrant Register - November 13, 2018 (1721 : Approval of Warrant Register for November 13, 2018)

Warrant Register - November 13, 2018

Date Range: 10/04/2018 - 11/01/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
DFT0000451	B-0276	BANK OF AMERICA VISA CARD	10/16/2018	652.36
DFT0000452	B-0276	BANK OF AMERICA VISA CARD	10/15/2018	659.58
DFT0000453	B-0276	BANK OF AMERICA VISA CARD	10/16/2018	6,253.59
DFT0000454	B-0276	BANK OF AMERICA VISA CARD	10/15/2018	275.67
DFT0000455	B-0276	BANK OF AMERICA VISA CARD	10/15/2018	176.96
DFT0000456	C-1007	OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	10/15/2018	668,660.49

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	251	166	0.00	801,793.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-22,679.44
Bank Drafts	6	6	0.00	676,678.65
EFT's	0	0	0.00	0.00
	257	175	0.00	1,455,793.04

Attachment: Warrant Register - November 13, 2018 (1721 : Approval of Warrant Register for November 13, 2018)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Second Reading & Adoption of Proposed Ordinance Adopting Zoning Text Amendment No. 1-17-3757, Amending Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Update Regulations Related to Accessory Dwelling Units in Accordance with State Law

RECOMMENDATION: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 1-17-3757, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, amending and restating Chapter 9-68 (Accessory Living Quarters/Second Unit Housing) and amending Section 9-04.010 and Tables 9-10.050, 9-12.020, 9-14.020, 9-16.020, 9-18.020, 9-20.020, 9-44.A and 9-92.030 to allow Accessory Dwelling Units in Residential Zoning Districts in accordance with State law, including an exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Sections 15060(C)(2) and (C)(3) and Public Resources Code Section 21080.17."

SUMMARY:

The proposed Ordinance amends multiple sections of Title 9 of the Laguna Hills Municipal Code in response to recent updates to State law regarding regulations for accessory dwelling units or ADUs. The new state ADU law replaced the existing term "second units" with "accessory dwelling units" and required further streamlining of local regulations for ADUs by relaxing local zoning, parking, and development standards. The proposed Ordinance brings the City into compliance with the new law.

A copy of the proposed Ordinance and the Staff Report for the introduction of the

Second Reading & Adoption of Proposed Ordinance

November 13, 2018

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Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 4-0-0. It is in order to adopt the Ordinance.

ATTACHMENTS:

- Proposed Ordinance
- October 9, 2018 Introduction to Ordinance Staff Report and Attachments

ORDINANCE NO. 2018 - X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 1-17-3757, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, AMENDING AND RESTATING CHAPTER 9-68 (ACCESSORY LIVING QUARTERS/SECOND UNIT HOUSING) AND AMENDING SECTION 9-04.010 AND TABLES 9-10.050, 9-12.020, 9-14.020, 9-16.020, 9-18.020, 9-20.020, 9-44.A AND 9-92.030 TO ALLOW ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONING DISTRICTS IN ACCORDANCE WITH STATE LAW, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTIONS 15060(C)(2) AND (C)(3) AND PUBLIC RESOURCES CODE SECTION 21080.17

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, in 2016, the State Legislature adopted two bills pertaining to accessory dwelling units, Assembly Bill 2299 and Senate Bill 1069, which modified Government Code Sections 68582.150 and 65852.2 and took effect January 1, 2017; in October 2017, the State Legislature approved two additional bills, Assembly Bill 494 and Senate Bill 229, which further modified Government Code Sections 68582.150 and 65852.2 (collectively, the “State ADU Law”); and

WHEREAS, an “accessory dwelling unit” or “ADU” is an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. An accessory dwelling unit includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a single-family dwelling; and

WHEREAS, the State ADU Law requires amendments to the City’s existing zoning regulations regarding accessory living quarters/second unit housing; and

WHEREAS, this Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC. Adoption of an amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC § 9-90.050 and 060); and

WHEREAS, the City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on October 9, 2018.

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

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

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines 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 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Approval of the Ordinance does not approve any development project. Approval of the Ordinance would amend the Laguna Hills Municipal Code in accordance with the requirements of the State ADU Law to streamline local regulations for the construction of new Accessory Dwelling Units; Pursuant to Section 21080.17 of the California Public Resources Code, CEQA does not apply to the adoption of an ordinance by a city to implement the provisions of the State ADU Law.

SECTION 3. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.010 ("A" Definitions), is hereby amended by deleting the definition of "Accessory living quarters/second unit housing" in its entirety and replacing the same with the definition of "Accessory dwelling unit" to read as follows:

"Accessory dwelling unit" means an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons subject to the criteria of Chapter 9-68 of this title. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes an efficiency unit, as defined in California Health and Safety Code § 17958.1, and a manufactured home, as defined in California Health and Safety Code § 18007.

SECTION 4. Table 9-10.050 (Land Use Matrix) of Chapter 9-10 (Zoning Districts Established) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing "Accessory living quarters/second unit housing" with "Accessory dwelling unit."

SECTION 5. Table 9-12.020 (Estate Residential Uses) of Chapter 9-12 (ER Estate Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing "Accessory living quarters/second unit housing" with "Accessory dwelling unit."

SECTION 6. Table 9-14.020 (Low Density Residential Uses) of Chapter 9-14 (LDR Low Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing “Accessory living quarters/second unit housing” with “Accessory dwelling unit.”

SECTION 7. Table 9-16.020 (Medium Low Density Residential Uses) of Chapter 9-16 (MLDR Medium Low Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing “Accessory living quarters/second unit housing” with “Accessory dwelling unit.”

SECTION 8. Table 9-18.020 (Medium Density Residential Uses) of Chapter 9-18 (MDR Medium Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing “Accessory living quarters/second unit housing” with “Accessory dwelling unit.”

SECTION 9. Table 9-20.020 (High Density Residential Uses) of Chapter 9-20 (HDR High Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing “Accessory living quarters/second unit housing” with “Accessory dwelling unit.”

SECTION 10. Table 9-44.A (Number of Parking Stalls Required) of Chapter 9-44 (Access and Parking) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by (1) replacing “Accessory living quarters/second unit housing” with “Accessory dwelling unit”, and (2) replacing “1 covered per bedroom” with “See Chapter 9-68.”

SECTION 11. Chapter 9-68 (Accessory Living Quarters/Second Unit Housing) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended and restated in its entirety to read as follows:

Chapter 9-68 ACCESSORY DWELLING UNITS

Sections:

- 9-68.010 Purpose and intent.
- 9-68.020 Conforming ADUs.
- 9-68.030 Permitted use.
- 9-68.040 Permit procedures.
- 9-68.050 Standards and criteria.

9-68.010 Purpose and intent.

The purpose and intent of this chapter is to provide regulations concerning the development of accessory dwelling units (ADUs) within the city. In doing so, the city acknowledges its commitment to provide opportunities for development of low- and moderate-income housing for the community in keeping with its housing element and state law. It is the intent of this chapter to permit ADUs in conformance with State law subject to standards that will ensure the units contribute to a suitable living environment for people of all ages and economic levels, while preserving the integrity and character of single-family residential neighborhoods. It is not the intent of this chapter to override lawful use restrictions as may be set forth in any applicable deed restrictions or covenants affecting real property.

9-68.020 Conforming ADUs.

An ADU that conforms to this chapter shall:

- A. Be deemed an accessory use or an accessory building and not be considered to exceed the allowable density for the lot upon which it is located;
- B. Be deemed a residential use that is consistent with the General Plan and the zoning designation for the lot upon which it is located;
- C. Not be considered in the application of any ordinance, policy, or program to limit residential growth; and
- D. Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

9-68.030 Permitted use.

- A. A maximum of one ADU may be permitted within the estate residential, low density, medium low density, medium density and high density residential zones on a lot that includes a proposed or existing single-family dwelling.
- B. The City shall ministerially approve an application for a building permit to create within a zone for single-family use one ADU per single-family lot if the ADU is contained within the building envelope of (1) an existing legally established single-family residence, or (2) an existing legally established accessory structure, including, but not limited to, a studio, pool house, or other similar structure, that has independent exterior access from the existing residence, and the Community Development Director determines that the side and rear setbacks are sufficient for fire safety.

9-68.040 Permit procedures.

Prior to the issuance of a building permit for an ADU, the applicant shall obtain approval from the Community Development Director. ADUs are subject to the following processing procedures.

A. An application must be submitted on a form approved by the Community Development Director. The application must demonstrate compliance with the requirements of Sections 9-68.030 and 9-68.050 of this chapter and shall be submitted with the appropriate fee as may be approved by resolution of the City Council.

B. The Community Development Director will review and approve complete ADU applications that comply with the requirements of Sections 9-68.030 and 9-68.050 of this chapter. The application shall be considered ministerially with no discretionary review or public hearing.

C. The Community Development Director shall approve or deny an ADU application within 120 days of receiving the complete application.

D. Construction of an ADU is subject to any applicable fee adopted under the California Government Code, Title 7, Division 1, Chapter 5 (commencing with § 66000) and Chapter 7 (commencing with § 66012).

9-68.050 Standards and criteria.

The following standards and criteria shall apply to all ADUs proposed for development:

A. An ADU shall be either:

1. Detached from the proposed or existing primary residence, but located on the same lot;
2. Attached to the proposed or existing primary residence;
3. Located within the living area of the proposed or existing primary residence (living area is defined as the interior habitable area of a dwelling unit, including basements and attics, but not including the garage); or
4. Located within an existing accessory structure, such as a converted garage, carport, or other covered parking space, which conforms with all applicable building and safety standards for habitability.

B. ADUs shall conform to the development standards for the zoning district in which they are located, including, but not limited to, setbacks, lot coverage, and height.

1. No setback shall be required for an existing garage that is converted to an ADU.
2. A setback of five feet from the side and rear property lines shall be required for an ADU constructed above an existing garage.

C. ADUs located within the living area of the proposed or existing primary residence must have exterior access independent from the primary residence.

D. ADUs must conform to the most recent building, engineering, and fire codes, including but not limited to the Mechanical Code, National Electrical Code, and Uniform Plumbing Code.

E. The total floor area of floorspace of an attached ADU shall not exceed 50 percent of the proposed or existing primary residence living area or 1, 200 square feet.

F. The total area of floorspace for a detached ADU shall not exceed 1,200 square feet.

G. ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence.

H. One off-street parking space shall be provided for an attached or detached ADU. The required parking space may be permitted in setback areas in locations approved by the Community Development Director or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

I. Off-street parking spaces shall be replaced when a garage, carport or other covered parking is demolished or converted to a non-parking use in conjunction with the construction of an ADU. Replacement spaces may be located in any configuration on the same lot as the ADU, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by use of mechanical automobile parking lifts.

J. Additional parking for the ADU is not required in any of the following circumstances. It is the responsibility of the applicant to demonstrate the applicable circumstance(s).

1. The ADU is located within one-half mile of public transit.
2. The ADU is located within an architecturally and historically significant historic district.
3. The ADU is part of the proposed or existing primary residence or an existing accessory structure.
4. When on-street parking permits are required but are not offered to the occupant of the ADU.
5. When there is a car share vehicle located within one block of the ADU.

K. The design, materials, and overall appearance of the ADU shall be generally consistent with the primary residence.

L. Occupancy and ownership.

1. An ADU shall remain under the same ownership as that of the primary residence and shall not be sold or owned separately from the primary residence.
2. The property owner must occupy either the primary residence or the ADU as his or her domicile.

3. If rented, ADUs or the related primary residence shall not be rented for a term of less than 30 days.

4. Prior to issuance of a building permit for the ADU, a deed restriction shall be recorded against the title of the property in the County Recorder's office and a copy filed with the Community Development Director. Said deed restriction shall run with the land and shall bind all future owners, heirs, successors, or assigns. The form of the deed restriction shall be provided by the City and shall provide that:

- a. The property shall include no more than one ADU;
- b. The ADU may not be sold, mortgaged, or transferred separately from the primary residence;
- c. The owner of the property shall occupy either the primary residence or ADU as his or her domicile;
- d. The ADU may not be rented on a short-term basis of less than 30 days;
- e. The ADU is restricted to the approved size and other attributes as allowed by this chapter;
- f. The deed restriction runs with the land and may be enforced against future property owners; and
- g. The deed restriction may not be modified or terminated without the prior written consent of the Community Development Director.

M. Utility connections. An ADU shall have utility connections that conform to the City's building and plumbing requirements.

1. For an ADU described in subsection B of Section 9-68.030, an applicant shall not be required to install a new or separate utility connection directly between the ADU and the utility and the City shall not impose a related connection fee or capacity charge.

2. For an ADU that is not described in subsection B of Section 9-68.030, the City may require a new or separate utility connection directly between the ADU and the utility and the connection may be subject to a connection fee or capacity charge.

N. Passageway. No passageway shall be required in conjunction with the construction of an ADU. "Passageway" means a pathway that is unobstructed clear to the sky and extends from the street to one entrance of the ADU.

SECTION 12. Table 9-92.030 (Application Information) of Chapter 9-92 (Application Process and Submittal Requirements) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing "Accessory living quarters/second unit housing" with "Accessory dwelling unit."

SECTION 13. This Ordinance shall take effect on December 14, 2018, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 14. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 15. 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 16. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 13th day of November 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Ordinance No. 2018-x

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2018-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 10th day of October 2018, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 13th day of November 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Proposed Ordinance (1705 : Second Reading & Adoption of Proposed Ordinance)

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

AFFIDAVIT OF POSTING
 AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2018-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 1-17-3757, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, AMENDING AND RESTATING CHAPTER 9-68 (ACCESSORY LIVING QUARTERS/SECOND UNIT HOUSING) AND AMENDING TABLES 9-04.010, 9-10.050, 9-12.020, 9-14.020, 9-16.020, 9-18.020, AND 9-20.020 TO ALLOW ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONING DISTRICTS IN ACCORDANCE WITH STATE LAW, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTIONS 15060(C)(2) AND (C)(3) AND PUBLIC RESOURCES CODE SECTION 21080.17

on the ____ day of _____ 2018, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the ____ day of _____ 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
 Laguna Hills Community Center
 La Paz Center

 MELISSA AU-YEUNG, CITY CLERK
 Laguna Hills, California

Attachment: Proposed Ordinance (1705 : Second Reading & Adoption of Proposed Ordinance)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: October 9, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Zoning Text Amendment No. 1-17-3757, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Update Regulations Related to Accessory Dwelling Units in Accordance with State Law

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing for Zoning Text Amendment No. 1-17-3757; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines and Public Resources Code Section 21080.17; and (3) 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, adopting Zoning Text Amendment No. 1-17-3757, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, amending and restating Chapter 9-68 (Accessory Living Quarters/Second Unit Housing) and amending Section 9-04.010 and Tables 9-10.050, 9-12.020, 9-14.020, 9-16.020, 9-18.020, 9-20.020, 9-44.A and 9-92.030 to allow Accessory Dwelling Units in Residential Zoning Districts in accordance with State law, including an exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Sections 15060(C)(2) and (C)(3) and Public Resources Code Section 21080.17."

SUMMARY:

The proposed Ordinance would amend multiple sections of Title 9 of the Laguna Hills Municipal Code in response to recent updates to State law regarding regulations for accessory dwelling units, or ADUs. The new State ADU law replaced the existing term "second units" with "accessory dwelling units" and required further streamlining of local

Zoning Text Amendment 1-17-3757 (Accessory Dwelling Units)

October 9, 2018

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regulations for ADUs by relaxing local zoning, parking, and development standards, which are discussed in detail below. The proposed Ordinance will bring the City into compliance with the new law.

AUTHORITY:

Adoption of an amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC § 9-90.050 and 060).

BACKGROUND:

Accessory dwelling units, also known as “second units” or “granny flats,” are additional living quarters on single-family and multi-family lots that are independent of the primary dwelling unit. ADUs may be attached to or detached from the primary dwelling unit, or may consist of repurposed living space within an existing home. They typically provide complete, independent living facilities for at least one person, including permanent provisions for living, sleeping, eating, cooking, and sanitation. The State Legislature has recognized ADUs as a valuable strategy for addressing opportunities for affordable housing in California. Legislation aimed at making it easier to develop ADUs was passed by Legislature in 2002, with additional legislation enacted in 2016 and 2017.

In 2002, Assembly Bill (AB) 1866 amended the Government Code to require cities to approve applications for second units ministerially, without discretionary review or a public hearing. The Laguna Hills Municipal Code (LHMC) includes provisions which comply with the 2002 State ADU Law. LHMC Chapter 9-68, entitled Accessory Living Quarters/Second Unit Housing, regulates second dwelling units within the City.

In September 2016, Governor Brown signed AB 2299 and Senate Bill (SB) 1069, providing additional required streamlining of local regulations for ADUs. Effective January 1, 2017, any local ADU ordinance that does not comply with the new requirements is null and void until such time as the jurisdiction adopts an ordinance that complies with the new State ADU law. Further refinements to the State ADU law were approved in October 2017 with the passage of AB 494 and SB 229. AB 2299 and SB 1069, as modified by AB 494 and SB 229, are collectively referred to herein as the “2016/2017 State ADU Law.” Accordingly, staff has prepared a draft ordinance to ensure compliance with State law (Attachment 1).

It should be noted that only one (1) permit application for an ADU has been submitted

Zoning Text Amendment 1-17-3757 (Accessory Dwelling Units)

October 9, 2018

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to the Community Development Department since the effective date of the 2016/2017 State ADU Law (January 1, 2017). The application was processed in accordance with Government Code 65852.2 as required by AB 2299 and SB 1069.

PROPOSAL:Current City Standards

The City's existing second unit ordinance was last amended in 2003 to comply with the 2002 State ADU Law. Consistent with the 2002 law, the LHMC defines "accessory living quarters/second unit housing" as "a structure attached to or detached from a principal building or incorporated within such buildings located on the same lot and customarily incidental to the principal structure including living areas such as employee quarters and second unit housing subject to criteria of Chapter 9-68 of this title." The current standards have been included as Attachment 2.

Summary of 2016/2017 State ADU Law

While the 2002 legislation referred to "second units", the 2016/2017 State ADU Law replaced the existing term "second units" with "accessory dwelling units" and required further streamlining of local regulations for ADUs by relaxing local zoning, parking, and development standards. Specifically:

- Jurisdictions must designate areas where ADUs may be permitted
- Jurisdictions may impose standards on ADUs, including, but not limited to, parking, height, setback, lot coverage, architectural review, and maximum size, with certain restrictions, such as:
 - Setbacks cannot be required for conversion of an existing garage.
 - Side and rear setbacks can be no more than 5 feet for an ADU above a garage.
 - ADU maximum floor area can be 50% of existing structure.
 - Increase in floor area of up to 1,200 square feet is allowed.
 - Parking may be required, at a rate of no more than one space per unit and is limited in certain circumstances (see below).

Zoning Text Amendment 1-17-3757 (Accessory Dwelling Units)

October 9, 2018

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- The maximum parking requirements a local agency can impose on an attached or detached ADU is reduced to one space per unit; jurisdictions must eliminate parking standards for ADUs in all of the following circumstances:
 - ADU is located within one-half mile of public transit (including a bus stop).
 - ADU is located in an architecturally significant or historic district.
 - ADU is part of an existing primary residence or existing accessory structure.
 - ADU is located where on-street parking permits are required but not offered to the occupant of the ADU.
 - ADU is located within one block of a car share vehicle.
- Jurisdictions may not require fire sprinklers in an ADU if fire sprinklers are not required in the primary residence.
- The jurisdiction must approve or deny the application for an ADU ministerially within 120 days of receiving the complete application.
- The jurisdiction may require the ADU to be owner-occupied and may prohibit short term rental of ADUs.

Proposed Standards

In many cases, the City's current ADU policies are similar to the requirements of the new 2016/2017 State ADU Law. The current requirements and a comparison to the proposed requirements can be summarized as follows:

Regulations	Current Ordinance	Proposed Ordinance
Permitted Locations	ER, LDR, MLDR, MDR, HDR zones on a lot that contains at least, but not more than, one single-family dwelling unit.	ER, LDR, MLDR, MDR, HDR zones on a lot that includes a proposed or existing single-family dwelling.
Owner	Not intended for sale; may be rented. The owner of both units	No change; however, if rented, ADUs or the related primary

Zoning Text Amendment 1-17-3757 (Accessory Dwelling Units)

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Occupancy/Rental	shall occupy either the primary dwelling unit or the accessory second unit. The owner shall record a use restriction with the Orange County Recorder's Office.	residence shall not be rented for a term of less than 30 days
Maximum Size (Attached)	Shall not exceed 30% of the existing dwelling unit living area.	Shall not exceed 50% of the proposed or existing primary residence living area, or 1,200 square feet.
Maximum Size (Detached)	Shall not exceed 1,200 square feet.	No change.
Design	Shall be compatible in materials, colors, and general architecture to the existing primary dwelling unit.	No change.
Setbacks	Subject to all required setbacks, lot coverage, development standards, including applicable design standards, fees, charges, screening, and buffering, building separation distances, height limits, and all other applicable requirements of the zone in which developed.	No change; however, language added to comply with State-mandated exceptions to setbacks for converted garages and ADUs constructed above a garage.
Parking	One off-street covered parking space per bedroom, in addition to those required for the principal unit.	One off-street parking space is required for an attached or detached ADU; the proposed Ordinance provides flexibility for location of new parking spaces as required by State law. Off-street parking spaces must be replaced when a garage, carport, or other covered parking is demolished or converted in conjunction with an

Zoning Text Amendment 1-17-3757 (Accessory Dwelling Units)

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		ADU. No additional parking is required for an ADU created within the existing living area, or under several other specific circumstances.
Processing	The Community Development Director shall review and approve applications for ADUs ministerially without discretionary review or a public hearing.	The Community Development Director shall approve or deny an ADU application within 120 days of receiving the complete application.

The proposed Ordinance also includes modifications to the definitions found within the Zoning Code, as well as minor changes to the residential zoning district sections to incorporate references to the new language. A redline/strikethrough version of the proposed changes is provided as Attachment 3.

CONCLUSION:

The proposed Ordinance mirrors the new State requirements, in many cases using the exact language found in the Government Code. The proposed Ordinance does not include additional requirements beyond those mandated by the 2016/2017 State ADU Law. Where the legislation provides the ability for cities to choose how to regulate certain aspects of ADUs, the options included in the draft Ordinance are described below.

Permitted Locations

The 2016/2017 State ADU Law allows cities to designate certain areas where creation of ADUs is permitted. The designation may be based on criteria that may include, but is not limited to, the adequacy of water and sewer services and the impact on traffic flow and/or public safety. Currently, the LHMC allows ADUs in the Estate Residential, Low Density, Medium Low Density, Medium Density, and High Density residential zoning districts if at least, but not more than, one single-family dwelling unit is contained on the lot. Based on the requirements of the 2016/2017 State ADU Law, the proposed Ordinance would limit the allowable locations for an ADU to any lot in a residential zoning district that is proposed to or already contains one legally established single-

family detached dwelling unit, which does not substantially change the current location limitations.

Parking

The 2016/2017 State ADU Law requires that cities allow ADUs without additional off-street parking in several specific situations. As listed above, the only exemptions which would be likely to apply in Laguna Hills are exemptions for ADUs within a half-mile of public transit or for ADUs within an existing primary residence or accessory structure. The proposed Ordinance imposes additional off-street parking requirements for ADUs where the State law allows it and identifies specific situations listed by the 2016/2017 State ADU Law where relief from parking standards is required. Specifically, the Ordinance proposes requiring one off-street parking space for an attached or detached ADU. Additionally, off-street parking spaces must be replaced when a garage, carport or other covered parking is demolished or converted to a non-parking use in conjunction with the construction of an ADU. Any required parking space may be permitted in setback areas, or through tandem parking, on a case-by-case basis depending on property conditions.

Owner Occupancy/Rental

The 2016/2017 State ADU Law does not allow ADUs to be owned or sold separately from the primary dwelling. Further, the law allows cities to require that either the ADU or the primary unit be owner-occupied and allows cities to restrict the availability of ADUs for short term rentals. Accordingly, the proposed Ordinance includes a provision which requires that the property owner must occupy either the primary dwelling or the ADU as his or her primary residence and, if rented, ADUs or the related principal dwelling shall not be rented for a term shorter than 30 days. To ensure this provision is understood and runs with the land, the proposed Ordinance requires a deed restriction to be recorded on the property. Staff and the City's Attorney's Office will revise the deed restriction form currently used for ADUs to reflect the new Ordinance

PUBLIC NOTICE:

This project was advertised in an adjudicated newspaper of general circulation on September 27, 2018. To date, no comments have been received. Any written comments received will be handed out at the City Council hearing.

CEQA FINDINGS:

Environmental review is not required under the Environmental Quality Act (CEQA) pursuant to the 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 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Approval of the proposed Ordinance would not approve any development project. Approval of the proposed Ordinance would amend the Laguna Hills Municipal Code in accordance with the requirements of the 2016/2017 State ADU Law to streamline local regulations for the construction of new Accessory Dwelling Units; Pursuant to Section 21080.17 of the California Public Resources Code, CEQA does not apply to the adoption of an ordinance by a city to implement the provisions of the 2016/2017 State ADU Law.

ATTACHMENTS:

- Attachment 1 - Proposed Ordinance
- Attachment 2 - Current Ordinance
- Attachment 3 - Summary of Changes in Strikethrough/Underline Format

ORDINANCE NO. 2018 - X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 1-17-3757, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, AMENDING AND RESTATING CHAPTER 9-68 (ACCESSORY LIVING QUARTERS/SECOND UNIT HOUSING) AND AMENDING SECTION 9-04.010 AND TABLES 9-10.050, 9-12.020, 9-14.020, 9-16.020, 9-18.020, 9-20.020, 9-44.A AND 9-92.030 TO ALLOW ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONING DISTRICTS IN ACCORDANCE WITH STATE LAW, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTIONS 15060(C)(2) AND (C)(3) AND PUBLIC RESOURCES CODE SECTION 21080.17

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, in 2016, the State Legislature adopted two bills pertaining to accessory dwelling units, Assembly Bill 2299 and Senate Bill 1069, which modified Government Code Sections 68582.150 and 65852.2 and took effect January 1, 2017; in October 2017, the State Legislature approved two additional bills, Assembly Bill 494 and Senate Bill 229, which further modified Government Code Sections 68582.150 and 65852.2 (collectively, the “State ADU Law”); and

WHEREAS, an “accessory dwelling unit” or “ADU” is an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. An accessory dwelling unit includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a single-family dwelling; and

WHEREAS, the State ADU Law requires amendments to the City’s existing zoning regulations regarding accessory living quarters/second unit housing; and

WHEREAS, this Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC. Adoption of an amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC § 9-90.050 and 060); and

WHEREAS, the City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information

and testimony presented by City staff, community residents, and other interested parties at a public hearing held on October 9, 2018.

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

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

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines 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 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Approval of the Ordinance does not approve any development project. Approval of the Ordinance would amend the Laguna Hills Municipal Code in accordance with the requirements of the State ADU Law to streamline local regulations for the construction of new Accessory Dwelling Units; Pursuant to Section 21080.17 of the California Public Resources Code, CEQA does not apply to the adoption of an ordinance by a city to implement the provisions of the State ADU Law.

SECTION 3. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.010 ("A" Definitions), is hereby amended by deleting the definition of "Accessory living quarters/second unit housing" in its entirety and replacing the same with the definition of "Accessory dwelling unit" to read as follows:

"Accessory dwelling unit" means an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons subject to the criteria of Chapter 9-68 of this title. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes an efficiency unit, as defined in California Health and Safety Code § 17958.1, and a manufactured home, as defined in California Health and Safety Code § 18007.

SECTION 4. Table 9-10.050 (Land Use Matrix) of Chapter 9-10 (Zoning Districts Established) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing "Accessory living quarters/second unit housing" with "Accessory dwelling unit."

SECTION 5. Table 9-12.020 (Estate Residential Uses) of Chapter 9-12 (ER Estate Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing "Accessory living quarters/second unit housing" with "Accessory dwelling unit."

SECTION 6. Table 9-14.020 (Low Density Residential Uses) of Chapter 9-14 (LDR Low Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing “Accessory living quarters/second unit housing” with “Accessory dwelling unit.”

SECTION 7. Table 9-16.020 (Medium Low Density Residential Uses) of Chapter 9-16 (MLDR Medium Low Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing “Accessory living quarters/second unit housing” with “Accessory dwelling unit.”

SECTION 8. Table 9-18.020 (Medium Density Residential Uses) of Chapter 9-18 (MDR Medium Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing “Accessory living quarters/second unit housing” with “Accessory dwelling unit.”

SECTION 9. Table 9-20.020 (High Density Residential Uses) of Chapter 9-20 (HDR High Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing “Accessory living quarters/second unit housing” with “Accessory dwelling unit.”

SECTION 10. Table 9-44.A (Number of Parking Stalls Required) of Chapter 9-44 (Access and Parking) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by (1) replacing “Accessory living quarters/second unit housing” with “Accessory dwelling unit”, and (2) replacing “1 covered per bedroom” with “See Chapter 9-68.”

SECTION 11. Chapter 9-68 (Accessory Living Quarters/Second Unit Housing) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended and restated in its entirety to read as follows:

Chapter 9-68 ACCESSORY DWELLING UNITS

Sections:

- 9-68.010 Purpose and intent.
- 9-68.020 Conforming ADUs.
- 9-68.030 Permitted use.
- 9-68.040 Permit procedures.
- 9-68.050 Standards and criteria.

9-68.010 Purpose and intent.

The purpose and intent of this chapter is to provide regulations concerning the development of accessory dwelling units (ADUs) within the city. In doing so, the city

acknowledges its commitment to provide opportunities for development of low- and moderate-income housing for the community in keeping with its housing element and state law. It is the intent of this chapter to permit ADUs in conformance with State law subject to standards that will ensure the units contribute to a suitable living environment for people of all ages and economic levels, while preserving the integrity and character of single-family residential neighborhoods. It is not the intent of this chapter to override lawful use restrictions as may be set forth in any applicable deed restrictions or covenants affecting real property.

9-68.020 Conforming ADUs.

An ADU that conforms to this chapter shall:

- A. Be deemed an accessory use or an accessory building and not be considered to exceed the allowable density for the lot upon which it is located;
- B. Be deemed a residential use that is consistent with the General Plan and the zoning designation for the lot upon which it is located;
- C. Not be considered in the application of any ordinance, policy, or program to limit residential growth; and
- D. Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

9-68.030 Permitted use.

- A. A maximum of one ADU may be permitted within the estate residential, low density, medium low density, medium density and high density residential zones on a lot that includes a proposed or existing single-family dwelling.
- B. The City shall ministerially approve an application for a building permit to create within a zone for single-family use one ADU per single-family lot if the ADU is contained within the building envelope of (1) an existing legally established single-family residence, or (2) an existing legally established accessory structure, including, but not limited to, a studio, pool house, or other similar structure, that has independent exterior access from the existing residence, and the Community Development Director determines that the side and rear setbacks are sufficient for fire safety.

9-68.040 Permit procedures.

Prior to the issuance of a building permit for an ADU, the applicant shall obtain approval from the Community Development Director. ADUs are subject to the following processing procedures.

- A. An application must be submitted on a form approved by the Community Development Director. The application must demonstrate compliance with the

requirements of Sections 9-68.030 and 9-68.050 of this chapter and shall be submitted with the appropriate fee as may be approved by resolution of the City Council.

B. The Community Development Director will review and approve complete ADU applications that comply with the requirements of Sections 9-68.030 and 9-68.050 of this chapter. The application shall be considered ministerially with no discretionary review or public hearing.

C. The Community Development Director shall approve or deny an ADU application within 120 days of receiving the complete application.

D. Construction of an ADU is subject to any applicable fee adopted under the California Government Code, Title 7, Division 1, Chapter 5 (commencing with § 66000) and Chapter 7 (commencing with § 66012).

9-68.050 Standards and criteria.

The following standards and criteria shall apply to all ADUs proposed for development:

- A. An ADU shall be either:
 - 1. Detached from the proposed or existing primary residence, but located on the same lot;
 - 2. Attached to the proposed or existing primary residence;
 - 3. Located within the living area of the proposed or existing primary residence (living area is defined as the interior habitable area of a dwelling unit, including basements and attics, but not including the garage); or
 - 4. Located within an existing accessory structure, such as a converted garage, carport, or other covered parking space, which conforms with all applicable building and safety standards for habitability.
- B. ADUs shall conform to the development standards for the zoning district in which they are located, including, but not limited to, setbacks, lot coverage, and height.
 - 1. No setback shall be required for an existing garage that is converted to an ADU.
 - 2. A setback of five feet from the side and rear property lines shall be required for an ADU constructed above an existing garage.
- C. ADUs located within the living area of the proposed or existing primary residence must have exterior access independent from the primary residence.
- D. ADUs must conform to the most recent building, engineering, and fire codes, including but not limited to the Mechanical Code, National Electrical Code, and Uniform Plumbing Code.
- E. The total floor area of floorspace of an attached ADU shall not exceed 50 percent of the proposed or existing primary residence living area or 1, 200 square feet.

F. The total area of floorspace for a detached ADU shall not exceed 1,200 square feet.

G. ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence.

H. One off-street parking space shall be provided for an attached or detached ADU. The required parking space may be permitted in setback areas in locations approved by the Community Development Director or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

I. Off-street parking spaces shall be replaced when a garage, carport or other covered parking is demolished or converted to a non-parking use in conjunction with the construction of an ADU. Replacement spaces may be located in any configuration on the same lot as the ADU, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by use of mechanical automobile parking lifts.

J. Additional parking for the ADU is not required in any of the following circumstances. It is the responsibility of the applicant to demonstrate the applicable circumstance(s).

1. The ADU is located within one-half mile of public transit.
2. The ADU is located within an architecturally and historically significant historic district.
3. The ADU is part of the proposed or existing primary residence or an existing accessory structure.
4. When on-street parking permits are required but are not offered to the occupant of the ADU.
5. When there is a car share vehicle located within one block of the ADU.

K. The design, materials, and overall appearance of the ADU shall be generally consistent with the primary residence.

L. Occupancy and ownership.

1. An ADU shall remain under the same ownership as that of the primary residence and shall not be sold or owned separately from the primary residence.
2. The property owner must occupy either the primary residence or the ADU as his or her domicile.
3. If rented, ADUs or the related primary residence shall not be rented for a term of less than 30 days.
4. Prior to issuance of a building permit for the ADU, a deed restriction shall be recorded against the title of the property in the County Recorder's office and a

copy filed with the Community Development Director. Said deed restriction shall run with the land and shall bind all future owners, heirs, successors, or assigns. The form of the deed restriction shall be provided by the City and shall provide that:

- a. The property shall include no more than one ADU;
- b. The ADU may not be sold, mortgaged, or transferred separately from the primary residence;
- c. The owner of the property shall occupy either the primary residence or ADU as his or her domicile;
- d. The ADU may not be rented on a short-term basis of less than 30 days;
- e. The ADU is restricted to the approved size and other attributes as allowed by this chapter;
- f. The deed restriction runs with the land and may be enforced against future property owners; and
- g. The deed restriction may not be modified or terminated without the prior written consent of the Community Development Director.

M. Utility connections. An ADU shall have utility connections that conform to the City's building and plumbing requirements.

1. For an ADU described in subsection B of Section 9-68.030, an applicant shall not be required to install a new or separate utility connection directly between the ADU and the utility and the City shall not impose a related connection fee or capacity charge.
2. For an ADU that is not described in subsection B of Section 9-68.030, the City may require a new or separate utility connection directly between the ADU and the utility and the connection may be subject to a connection fee or capacity charge.

N. Passageway. No passageway shall be required in conjunction with the construction of an ADU. "Passageway" means a pathway that is unobstructed clear to the sky and extends from the street to one entrance of the ADU.

SECTION 12. Table 9-92.030 (Application Information) of Chapter 9-92 (Application Process and Submittal Requirements) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by replacing "Accessory living quarters/second unit housing" with "Accessory dwelling unit."

SECTION 13. This Ordinance shall take effect on _____, 2018, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 14. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 15. 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 16. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Ordinance No. 2018-x

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2018-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 10th day of
October 2018, and that thereafter, said Ordinance was duly adopted and passed at a
Regular Meeting of the City Council held on the _____ day of
_____ 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: October 9, 2018 Introduction to Ordinance Staff Report and Attachments (1705 : Second Reading & Adoption of Proposed

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

AFFIDAVIT OF POSTING
 AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2018-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 1-17-3757, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, AMENDING AND RESTATING CHAPTER 9-68 (ACCESSORY LIVING QUARTERS/SECOND UNIT HOUSING) AND AMENDING TABLES 9-04.010, 9-10.050, 9-12.020, 9-14.020, 9-16.020, 9-18.020, AND 9-20.020 TO ALLOW ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONING DISTRICTS IN ACCORDANCE WITH STATE LAW, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTIONS 15060(C)(2) AND (C)(3) AND PUBLIC RESOURCES CODE SECTION 21080.17

on the ____ day of _____ 2018, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the ____ day of _____ 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
 Laguna Hills Community Center
 La Paz Center

 MELISSA AU-YEUNG, CITY CLERK
 Laguna Hills, California

Chapter 9-68**ACCESSORY LIVING QUARTERS/
SECOND UNIT HOUSING****Sections:**

- 9-68.010 Purpose and intent.**
9-68.020 Applicability.
9-68.030 Permitted use.
9-68.040 Standards and criteria.

9-68.010 Purpose and intent.

The purpose and intent of this chapter is to provide regulations concerning the development of accessory living quarters/second unit housing within the city. In doing so, the city acknowledges its commitment to provide opportunities for development of low- and moderate-income housing for the community in keeping with its housing element and state law. It is the intent of this chapter to permit second residential units in conformance with State law subject to standards that will ensure the units contribute to a suitable living environment for people of all ages and economic levels, while preserving the integrity and character of single-family residential neighborhoods. It is not the intent of this chapter to override lawful use restrictions as may be set forth in any applicable deed restrictions or covenants affecting real property. (Ord. 2003-5 Exh. A § A (part); Ord. 98-8 § 2 (part); prior code § 9-52.010)

9-68.020 Applicability.

Accessory living quarters/second unit housing may be developed by an owner occupant within the estate residential, low density, medium low density, medium density and high density residential zones subject to the criteria and limitations of this chapter. (Ord. 2003-5 Exh. A § A (part); Ord. 98-8 § 2 (part); prior code § 9-52.020)

9-68.030 Permitted use.

An accessory living quarters/second housing unit is a permitted use in any residential zone, if the proposed accessory living quarters/second housing unit complies with Section 9-68.040 of this chapter. The Community Development Director shall approve an application for accessory living quarters/second housing unit if the Director finds that the application fully complies with each and every standard and criteria contained in Section 9-68.040. (Ord. 2003-5 Exh. A § A (part); Ord. 98-8 § 2 (part); prior code § 9-52.030)

9-68.040 Standards and criteria.

The following standards and criteria shall apply to all accessory living quarters/second housing units proposed for development:

A. The second unit is not intended for sale and may be rented;

B. The residentially zoned lot upon which the quarters or unit is developed must contain, at the time an application for the quarters or unit is filed, at least, but not more than, one single-family dwelling unit;

C. Attached quarters or units shall not exceed thirty (30) percent of the existing dwelling unit living area. For purpose of this section existing living area means the floor area of the primary dwelling unit excluding garages, bathrooms, kitchens, utility rooms, guest quarters, hallways, vestibules, and porches;

D. Detached secondary units shall not exceed one thousand two hundred (1,200) square feet of floor area inclusive of all rooms, hallways, and utility areas;

E. The quarters or unit shall be compatible in materials, colors, and general architecture to the existing primary dwelling unit;

F. The quarters or unit shall be subject to all required setbacks, lot coverage, development standards, including applicable design standards, fees, charges, screening, and buffering, building separation distances, height limits, and all other applicable requirements of the zone in which developed;

G. Parking shall meet the standards and requirements of Chapter 9-44 of this title;

H. The owner of both units shall occupy either the primary dwelling unit or the accessory second unit. The owner shall record a use restriction with the Orange County Recorder's Office, approved in form by the City Attorney, which shall set forth the requirements of this section so that all present and future property owners understand the obligations and limitations imposed by Section 9-68 of the Development Code. (Ord. 2003-5 Exh. A § A (part); Ord. 98-8 § 2 (part); prior code § 9-52.040)

Chapter 9-68

ACCESSORY DWELLING~~LIVING-QUARTERS/SECOND UNITS~~-HOUSING

Sections:

- 9-68.010 Purpose and intent.
- 9-68.020 Conforming ADUs~~Applicability.~~
- 9-68.030 Permitted use.
- 9-68.040 Permit procedures~~Standards and criteria.~~
- 9-68-050 Standards and criteria.

9-68.010 Purpose and intent.

The purpose and intent of this chapter is to provide regulations concerning the development of accessory dwelling~~living-quarters/second units~~ (ADUs)~~housing~~ within the city. In doing so, the city acknowledges its commitment to provide opportunities for development of low- and moderate-income housing for the community in keeping with its housing element and state law. It is the intent of this chapter to permit ADUs ~~second residential units~~ in conformance with State law subject to standards that will ensure the units contribute to a suitable living environment for people of all ages and economic levels, while preserving the integrity and character of single-family residential neighborhoods. It is not the intent of this chapter to override lawful use restrictions as may be set forth in any applicable deed restrictions or covenants affecting real property. ~~(Ord. 2003-5 Exh. A § A (part); Ord. 98-8 § 2 (part); prior code § 9-52.010)~~

9-68.020 Conforming ADUs.~~Applicability.~~

An ADU that conforms to this chapter shall:~~Accessory living quarters/second unit housing may be developed by an owner occupant within the estate residential, low density, medium low density, medium density and high density residential zones subject to the criteria and limitations of this chapter. (Ord. 2003-5 Exh. A § A (part); Ord. 98-8 § 2 (part); prior code § 9-52.020)~~

- A. Be deemed an accessory use or an accessory building and not be considered to exceed the allowable density for the lot upon which it is located;
- B. Be deemed a residential use that is consistent with the General Plan and the zoning designation for the lot upon which it is located;
- C. Not be considered in the application of any ordinance, policy, or program to limit residential growth; and
- D. Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

9-68.030 Permitted use.

A. ~~An maximum of one ADU accessory living quarters/second housing unit may be is a permitted use within the estate residential, low density, medium low density, medium density and high density any residential zones on a lot that includes a proposed or existing single-family dwelling, if the proposed accessory living quarters/second housing unit complies with Section 9-68.040 of this chapter. The Community Development Director shall approve an application for accessory living quarters/second housing unit if the Director finds that the application fully complies with each and every standard and criteria contained in Section 9-68.040. (Ord. 2003-5 Exh. A § A (part); Ord. 98-8 § 2 (part); prior code § 9-52.030)~~

B. ~~The City shall shall ministerially approve an application for a building permit to create within a zone for single-family use one ADU per single-family lot if the ADU is contained within the building envelope of (1) an existing legally established single-family residence, or (2) an existing legally established accessory structure, including, but not limited to, a studio, pool house, or other similar structure, that has independent exterior access from the existing residence, and the Community Development Director determines that the side and rear setbacks are sufficient for fire safety.~~

9-68.040 Permit procedures.

~~Prior to the issuance of a building permit for an ADU, the applicant shall obtain approval from the Community Development Director. ADUs are subject to the following processing procedures.~~

A. ~~An application must be submitted on a form approved by the Community Development Director. The application must demonstrate compliance with the requirements of Sections 9-68.030 and 9-68.050 of this chapter and shall be submitted with the appropriate fee as may be approved by resolution of the City Council.~~

B. ~~The Community Development Director will review and approve complete ADU applications that comply with the requirements of Sections 9-68.030 and 9-68.050 of this chapter. The application shall be considered ministerially with no discretionary review or public hearing.~~

C. ~~The Community Development Director shall approve or deny an ADU application within 120 days of receiving the complete application.~~

D. ~~Construction of an ADU is subject to any applicable fee adopted under the California Government Code, Title 7, Division 1, Chapter 5 (commencing with § 66000) and Chapter 7 (commencing with § 66012).~~

9-68.0540 Standards and criteria.

The following standards and criteria shall apply to all ADUs ~~accessory living quarters/second housing units~~ proposed for development:

A. An ADU shall be either:

1. Detached from the proposed or existing primary residence, but located on the same lot;
2. Attached to the proposed or existing primary residence;
3. Located within the living area of the proposed or existing primary residence (living area is defined as the interior habitable area of a dwelling unit, including basements and attics, but not including the garage); or
4. Located within an existing accessory structure, such as a converted garage, carport, or other covered parking space, which conforms with all applicable building and safety standards for habitability.

B. ADUs shall conform to the development standards for the zoning district in which they are located, including, but not limited to, setbacks, lot coverage, and height.

1. No setback shall be required for an existing garage that is converted to an ADU.
2. A setback of five feet from the side and rear property lines shall be required for an ADU constructed above an existing garage.

C. ADUs located within the living area of the proposed or existing primary residence must have exterior access independent from the primary residence.

D. ADUs must conform to the most recent building, engineering, and fire codes, including but not limited to the Mechanical Code, National Electrical Code, and Uniform Plumbing Code.

E. The total floor area of floorspace of an attached ADU shall not exceed 50 percent of the proposed or existing primary residence living area or 1,200 square feet.

F. The total area of floorspace for a detached ADU shall not exceed 1,200 square feet.

G. ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence.

H. One off-street parking space shall be provided for an attached or detached ADU. The required parking space may be permitted in setback areas in locations approved

by the Community Development Director or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

I. Off-street parking spaces shall be replaced when a garage, carport or other covered parking is demolished or converted to a non-parking use in conjunction with the construction of an ADU. Replacement spaces may be located in any configuration on the same lot as the ADU, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by use of mechanical automobile parking lifts.

J. Additional parking for the ADU is not required in any of the following circumstances. It is the responsibility of the applicant to demonstrate the applicable circumstance(s).

1. The ADU is located within one-half mile of public transit.
2. The ADU is located within an architecturally and historically significant historic district.
3. The ADU is part of the proposed or existing primary residence or an existing accessory structure.
4. When on-street parking permits are required but are not offered to the occupant of the ADU.
5. When there is a car share vehicle located within one block of the ADU.

K. The design, materials, and overall appearance of the ADU shall be generally consistent with the primary residence.

L. Occupancy and ownership.

1. An ADU shall remain under the same ownership as that of the primary residence and shall not be sold or owned separately from the primary residence.
2. The property owner must occupy either the primary residence or the ADU as his or her domicile.
3. If rented, ADUs or the related primary residence shall not be rented for a term of less than 30 days.

4. Prior to issuance of a building permit for the ADU, a deed restriction shall be recorded against the title of the property in the County Recorder's office and a copy filed with the Community Development Director. Said deed restriction shall run with the land and shall bind all future owners, heirs, successors, or assigns. The form of the deed restriction shall be provided by the City and shall provide that:

- a. The property shall include no more than one ADU;
- b. The ADU may not be sold, mortgaged, or transferred separately from the primary residence;
- c. The owner of the property shall occupy either the primary residence or ADU as his or her domicile;
- d. The ADU may not be rented on a short-term basis of less than 30 days;
- e. The ADU is restricted to the approved size and other attributes as allowed by this chapter;
- f. The deed restriction runs with the land and may be enforced against future property owners; and
- g. The deed restriction may not be modified or terminated without the prior written consent of the Community Development Director.

M. Utility connections. An ADU shall have utility connections that conform to the City's building and plumbing requirements.

- 1. For an ADU described in subsection B of Section 9-68.030, an applicant shall not be required to install a new or separate utility connection directly between the ADU and the utility and the City shall not impose a related connection fee or capacity charge.
- 2. For an ADU that is not described in subsection B of Section 9-68.030, the City may require a new or separate utility connection directly between the ADU and the utility and the connection may be subject to a connection fee or capacity charge.

N. Passageway. No passageway shall be required in conjunction with the construction of an ADU. "Passageway" means a pathway that is unobstructed clear to the sky and extends from the street to one entrance of the ADU.

- A. ~~The second unit is not intended for sale and may be rented;~~
- B. ~~The residentially-zoned lot upon which the quarters or unit is developed must contain, at the time an application for the quarters or unit is filed, at least, but not more than, one single-family dwelling unit;~~
- C. ~~Attached quarters or units shall not exceed thirty (30) percent of the existing dwelling unit living area. For purpose of this section existing living area means the floor area of the primary dwelling unit excluding garages, bathrooms, kitchens, utility rooms, guest quarters, hallways, vestibules, and porches;~~
- D. ~~Detached secondary units shall not exceed one thousand two hundred (1,200) square feet of floor area inclusive of all rooms, hallways, and utility areas;~~
- E. ~~The quarters or unit shall be compatible in materials, colors, and general architecture to the existing primary dwelling unit;~~
- F. ~~The quarters or unit shall be subject to all required setbacks, lot coverage, development standards, including applicable design standards, fees, charges, screening, and buffering, building separation distances, height limits, and all other applicable requirements of the zone in which developed;~~
- G. ~~Parking shall meet the standards and requirements of Chapter 9-44 of this title;~~
- H. ~~The owner of both units shall occupy either the primary dwelling unit or the accessory second unit. The owner shall record a use restriction with the Orange County Recorder's Office, approved in form by the City Attorney, which shall set forth the requirements of this section so that all present and future property owners understand the obligations and limitations imposed by Section 9-68 of the Development Code. (Ord. 2003-5 Exh. A § A (part); Ord. 98-8 § 2 (part); prior code § 9-52.040)~~

Land Use	Zones
Accessory dwelling unit living quarters/second unit housing	Estate Residential (ER)
	Low Density Residential (LDR)
	Medium Low Density Residential (MLDR)
	Medium Density Residential (MDR)
	High Density Residential (HDR)
	Office Professional (OP)
	Village Commercial (VC)
	Freeway Commercial (FC)
	Community Commercial (CC)
	Mixed Use (MXU)
	Neighborhood Mixed Use (NMU)
	Community/Private Institution (C/P)
	Open Space-1 (OS-1) Parks
	Open Space-2 (OS-2)/ Drainage Facilities
	Open Space-3 (OS-3)/ Landscape Corridors
	Planned Community (PC)
	Planned Community Residential (PCR)
	Reference

Table 9-12.020
ESTATE RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Accessory <u>dwelling unit</u> living quarters/second unit housing	P		See Chapter <u>9-68</u>

Proposed Change to Table 9-14.020 (Low Density Residential Uses) of Chapter 9-14 (LDR Low Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions)

Table 9-14.020
LOW DENSITY RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Accessory <u>dwelling unit</u> living quarters/second-unit-housing	P		See Chapter <u>9-68</u>

Proposed Change to Table 9-16.020 (Medium Low Density Residential Uses) of Chapter 9-16 (MLDR Medium Low Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions)

Table 9-16.020
MEDIUM LOW DENSITY RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Accessory <u>dwelling unit</u> living quarters/second-unit-housing	P		See Chapter <u>9-68</u>

Proposed Change to Table 9-18.020 (Medium Density Residential Uses) of Chapter 9-18 (MDR Medium Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions)

Table 9-18.020

MEDIUM DENSITY RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Accessory <u>dwelling unit</u> living quarters/ second unit housing	P		See Chapter <u>9-68</u>

Proposed Change to Table 9-20.020 (High Density Residential Uses) of Chapter 9-20 (HDR High Density Residential District) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions).

Table 9-20.020

HIGH DENSITY RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Accessory <u>dwelling unit</u> living quarters/ second unit housing	P		See Chapter <u>9-68</u>

Proposed Change to Table 9-44.A (Number of Parking Stalls Required) of Chapter 9-44 (Access and Parking) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions).

Table 9-44.A

NUMBER OF PARKING STALLS REQUIRED

Use	Required Number of Stalls
Residential Uses	
Accessory dwelling unit/ second-unit housing	1 covered per bedroom <u>See Chapter 9-68</u>

Proposed Change to Table 9-92.030 (Application Information) of Chapter 9-92 (Application Process and Submittal Requirements) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions).

Table 9-92.030

APPLICATION INFORMATION

Application Type	Notice Required	Radius Map Distance	Review Body	How Adopted/Granted
Accessory <u>dwelling unit</u> living quarters/second-unit housing	No	N/A	CDD	Letter



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Orange County Task Force on Drowning Prevention Request for Funding Support

RECOMMENDATION: That the City Council approve a sponsorship of \$5,000 to the Orange County Task Force on Drowning Prevention and authorize the City Manager to execute a Sponsorship Agreement.

SUMMARY:

In an effort to reduce drowning fatalities and incidents throughout the County, the Orange County Task Force on Drowning Prevention is continuing its media campaign with an aim at increasing public awareness of drowning incidents and enhancing current drowning prevention education and programs. The Task Force has requested a contribution of \$5,000 from the City to support its efforts.

BACKGROUND:

In August 2015, the Orange County Task Force on Drowning Prevention was formed in response to numerous deaths and injuries related to drowning incidents in Orange County. Primarily, the Task Force is concerned with heightened public awareness pertaining to local drowning incidents and enhancing current drowning prevention education and programs. In 2017, the campaign built upon the success of the 2016 campaign and expanded to include Video Announcements. The Task Force funded Orange County Transportation Authority (OCTA) bus advertisements, video announcements through digital media sources such as CBS, Facebook, Pandora and email which resulted in an estimated 63 million impressions.

Orange County Task Force on Drowning Prevention

November 13, 2018

Page 2

Drowning consistently remains the leading cause of death for those under the age of 18 in Orange County. In 2017, the Orange County Fire Authority (OCFA) reported 100 drowning-related incidents and 44 fatalities. Children less than 4 years old and adults over 50 comprised a significant amount of these incidents. Numerous survivors of non-fatal drowning incidents suffer long-term brain injury or other serious medical complications.

The Orange County Task Force on Drowning Prevention is requesting funding support from agencies throughout Orange County. In 2017, that Task Force raised a total of \$260,000 from partners and matching funding for the County.

FISCAL IMPACT:

The requested donation amount of \$5,000 could be allocated from the General Fund.

ATTACHMENTS:

- Orange County Task Force on Drowning Prevention Request for Funding Support
- Sponsorship Agreement



OCT 03 2018

CITY OF LAGUNA HILLS

DROWNING PREVENTION TASK FORCE

September 26, 2018

CHAIR

Joe Bailey
Marine Safety Chief
Seal Beach

VICE CHAIR

Julie Lopiccio
Jasper Ray Foundation

Greg McKeown

OCFA Division Chief

SECRETARY

Alexa Pratt
Fire Community Relations
Education Specialist
Orange County Fire Authority

PAST CHAIR

Rob Williams
Chief Lifeguard
Newport Beach Fire Department

COMMITTEE CHAIRS**FINANCE**

Al Murray
Mayor
City of Tustin

DATA AND STATISTICS

Amy Buch
Division Manager
OC Healthcare Agency

PUBLIC SAFETY OUTREACH

Todd Spitzer
OCFA Director

2017 CONTRIBUTORS

Buena Park
Cypress
Dana Point
Garden Grove
Huntington Beach
Irvine
Laguna Hills
Laguna Niguel
Lake Forest
Mission Viejo
Newport Beach
OC Professional Firefighters
Orange County Fire Authority
San Clemente
Seal Beach
Tustin
Yorba Linda

The Honorable Don Sedgwick
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653-3103

Dear OCFA Director Sedgwick:

On behalf of the Orange County Drowning Prevention Task Force, we are writing to ask for your support in 2018 with a donation of \$5,000 from your city. In 2017, we raised \$260,000 to target parents and caregivers of young children and adults over 50. Messaging was produced in English, Spanish, and Vietnamese for OCTA bus advertisements, posters, digital ads, and radio spots that resulted in over 58 million impressions.

However, during 2017 there were still 100 drowning-related incidents in Orange County and 44 fatalities. Children less than four years old and adults over 50 comprise a significant amount of these incidents.

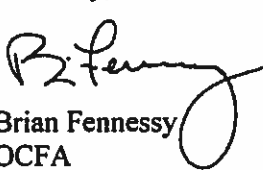
We believe that these injuries and deaths are preventable. In 2016, the Task Force funded focus groups to develop consistent messaging. That messaging was shared across the county with local agencies, swim schools, health providers, and non-profits that were united in preventing drownings.

It is our goal to have every city in Orange County participate with us in this important effort. Last year, Irvine and the Orange County Fire Authority each donated \$25,000. The City of Buena Park donated \$10,000, and other cities listed herein donated \$5,000 each to raise a total of \$130,000. The County of Orange matched that total, and has agreed this year to again match all contributions.

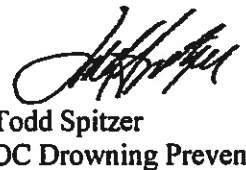
We need your help to close the 2018 drowning prevention campaign, and prepare for the 2019 effort. Please join us and become a partner in reducing drowning incidents by making a contribution, if you're able, of \$5,000 or more.

Thank you in advance for your generosity and your contribution. We look forward to updating you on our progress. Together, we will make a difference and save lives.

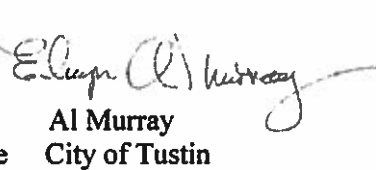
Sincerely,



Brian Fennessy
OCFA
Fire Chief



Todd Spitzer
OC Drowning Prevention Task Force
OCFA Director



Al Murray
City of Tustin
Mayor



SPONSORSHIP AGREEMENT

This **SPONSORSHIP AGREEMENT** (“Agreement”) is entered into by and between the COUNTY OF ORANGE (COUNTY) and the City of Laguna Hills (“SPONSOR”). COUNTY and SPONSOR may be referred to individually as “Party”, or collectively as “Parties.” This Agreement shall be administered by the County of Orange Health Care Agency (HCA).

I. ACKNOWLEDGEMENTS

- A. HCA is the designated lead agency and fiscal agent for the Orange County Drowning Prevention Task Force (Task Force), which is developing and coordinating collaborative drowning prevention activities including development and execution of a county-wide campaign.
- B. SPONSOR desires to contribute funding to support the prevention activities of the Task Force.
- C. HCA desires to accept funding from SPONSOR to help offset a portion of the costs incurred by HCA for supporting the activities of the Task Force.

II. SPONSOR RESPONSIBILITIES

- A. SPONSOR agrees to contribute the amount of \$ 5,000 to HCA to help offset the direct cost of the prevention activities upon execution of this Agreement.

III. HCA RESPONSIBILITIES

- A. HCA agrees to accept the funds contributed by SPONSOR to support the activities of the Task Force, so long as the total contribution from all sponsors does not exceed the actual direct cost to HCA.

IV. NOTICES

Unless otherwise specified, all notices and contributions shall be addressed as follows:

COUNTY:	County of Orange Health Care Agency Public Health Services Division 405 W. 5 th Street, 7 th Floor Santa Ana, CA 92705 Phone: (714) 834-6013
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SPONSOR:

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

Phone: 949-707-2620

Email: Mau-Yeung@lagunahillsca.gov

V. TERM AND TERMINATION

The term of this Agreement shall commence upon execution of the Agreement by all Parties.

IN WITNESS, COUNTY and SPONSOR have executed this Agreement in the County of Orange, State of California.

By: _____

Richard Sanchez
 Director
 County of Orange
 Health Care Agency

By: _____

Don White
 City Manager
 City of Laguna Hills

Dated: _____

Dated: _____



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: FY 2017-2018 Development Impact Fees Annual Report

RECOMMENDATION: That the City Council approve the FY 2017-2018 Development Impact Fees Annual Report pursuant to California Government Code Section 66006.

SUMMARY:

Pursuant to Section 66006 of the California Government Code, local agencies are authorized to condition approval of development projects on the payment of development impact fees for the purpose of defraying all or a portion of the cost of public facilities related to the development project. Any local agency that imposes a development impact fee is required to make available to the public a summary of each mitigation fee account on an annual basis. At this time, the City imposes three types of development impact fees on development projects – Public Art Fees, Traffic Mitigation Fees, and Quimby Act Fees – and pursuant to the aforementioned regulations, it is required to make available for public review a summary of activities for each account.

BACKGROUND:

The Mitigation Fee Act, as provided for in Section 66006 of the California Government Code, regulates the means by which public agencies collect, maintain, and spend development impact fees imposed on development projects. The regulations include specific requirements pertaining to governmental accounting, spending, and annual reporting of development impact fees. Each year, within the first 180 days following the previous fiscal year, the City is required to make available to the public a summary of each mitigation fee account (“Annual Report”). Moreover, after a 15-day public review

period, the City is required to review the Annual Report in a public meeting.

Reporting Requirements

The City imposes three types of development impact fees on development projects: Public Art Fees, Traffic Mitigation Fees, and Quimby Act Fees. Accordingly, as required in the Mitigation Fee Act, the City must make available its Annual Report which includes:

- 1) A brief description of the type of fee in the account or fund;
- 2) The amount of the fee;
- 3) The beginning and ending balance of the account or fund;
- 4) The amount of the fees collected and interest earned;
- 5) Identification of each public improvement on which fees were expended and the total amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- 6) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, and the public improvement remains incomplete;
- 7) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and
- 8) The amount of any refunds made pursuant to Section 66001(e) and the amount of any allocations pursuant to Section 66001(f).

Furthermore, Section 66008 of the Mitigation Fee Act provides that a local agency shall expend a fee for public improvements solely and exclusively for the purpose for which it is collected. The fee may not be levied, collected, or imposed for general revenue purposes.

Summary of Mitigation Fee Activity

No mitigation fees were collected or expended during the fiscal year ending June 30, 2018. \$914.28 in interest earnings accrued on the existing balance on deposit in the Public Art Fees Fund, resulting in a total ending fund balance of \$79,068.95. The Traffic Mitigation Fees Fund and the Quimby Act Fees Fund each began and ended the year with a zero balance.

Fifth Year Findings

Section 66001(d) of the Mitigation Fee Act requires the City to make additional findings every fifth fiscal year after an initial deposit for any unexpended amounts – committed or uncommitted – remaining in a mitigation fee account. The existing funds in the Public Art Fees Fund were initially deposited on October 7, 2017, and both the Traffic Mitigation Fees Fund and Quimby Act Fees Fund have zero balances. Consequently, the City is not required to make fifth year findings at this time.

The Annual Report (attached as “**Exhibit A**”) was made available for public review at the City Clerk’s Office on October 26, 2018, satisfying the 15-day public review period as required by the Mitigation Fee Act. In addition, the Building Industry Association received an advance copy of the Annual Report on the same date.

ATTACHMENTS:

- Exhibit A - FY 2017-2018 Development Impact Fees Annual Report

FISCAL YEAR 2017-2018 DEVELOPMENT IMPACT FEES ANNUAL REPORT

The Laguna Hills City Council has adopted three types of development impact fees that it imposes on development projects: Public Art Fees, Traffic Mitigation Fees, and Quimby Act Fees. Pursuant to the Mitigation Fee Act, as provided in Section 66006 of the California Government Code, the City is required to make available for public review a summary of its development impact fees.

Type of Mitigation Fee

The City imposes three types of development impact fees:

- *Public Art Fees:* This fee provides funding for Public Art throughout the Urban Village, thereby enhancing the cultural and aesthetic environment of the City and to encourage creativity, education, and the appreciation of the arts.
- *Traffic Mitigation Fees:* This fee provides funding for additional or improved traffic signal, operation, and infrastructure improvements for which the need is generated by new development within the Urban Village.
- *Quimby Act Fees:* This fee provides funding for additional or improved park and/or recreation facilities improvements for which the need is generated by new development within the City.

Amount of Fee

The amounts of the development impact fees are described below:

- *Public Art Fees:* The minimum amount for the public art component or in-lieu fees shall be required of all new developments with a total construction cost of \$250,000 or more pursuant to the following formula:
 - $TCC \times 0.005 = \text{Value of Public Art of In – Lieu Fee}$
 - $TCC = \text{Total construction costs of the project (permit valuation)}$
 - $0.005 = \text{Minimum value shall be 0.5\% of total construction costs}$
- *Traffic Mitigation Fees:* The fee shall be three thousand nine hundred fourteen dollars (\$3,914.00) per each new PM peak hour trip as determined by the City Engineer based upon a traffic study.
- *Quimby Act Fees:* The amount of land or in-lieu fees to be dedicated shall be determined pursuant to the following formula:
 - $A = \frac{5(DU \times PPD)}{1000}$
 - $\text{In – Lieu Fee} = A \times FMV$

- *A = acres required to be dedicated as parkland*
- *5.0 = Park acreage standard for the City*
- *DU = Number of proposed dwelling units*
- *FMV = Fair Market Value*
- *PPD = # of persons per dwelling unit as applicable for the subdivision and type of dwelling units constructed*

Summary of Mitigation Fee Activity

A summary of each type of mitigation fee for fiscal year ending June 30, 2018, is described below in *Table 1*:

Table 1: Summary of Mitigation Fee Activity for Fiscal Year Ending June 30, 2018

		Public Art Fees	Traffic Mitigation Fees	Quimby Act Fees
REVENUES				
	Fees	\$ -	\$ -	\$ -
	Interest	\$ 914.28	\$ -	\$ -
	Misc. Revenue	\$ -	\$ -	\$ -
	Total Revenue	\$ 914.28	\$ -	\$ -
EXPENDITURES		\$ -	\$ -	\$ -
TRANSFERS IN/OUT		\$ -	\$ -	\$ -
CHANGE IN FUND BALANCE		\$ 914.28		
BEGINNING FUND BALANCE		\$ 78,154.67	\$ -	\$ -
ENDING FUND BALANCE		\$ 79,068.95	\$ -	\$ -

Beginning and Ending Balances of Funds

The beginning and ending balances of each of the fee accounts are shown in the table below. The ending balance was arrived at by adding the fees collected and interest earned to each account, and then subtracting the expenditures.

Table 2 – Beginning and Ending Fund Balance for FY 2017-2018

Balances	Public Art Fees	Traffic Mitigation Fees	Quimby Fees
Beginning Balance	\$78,154.67	\$0	\$0
Ending Balance	\$79,068.95	\$0	\$0

The Public Art Fees fund collected \$914.28 in interest earnings for a total ending balance of \$79,068.95. The Traffic Mitigation Fees Fund and the Quimby Act Fees fund had no activity during the fiscal year ending June 30, 2018, and both funds have zero beginning and ending balances.

Fees Collected and Interest Earned

The table below shows the amount of fees collected and interest earned.

Table 3 – Fees Collected and Interest Earned for FY 2017-2018

Balances	Public Art Fees	Traffic Mitigation Fees	Quimby Fees
Fees Collected	\$0	\$0	\$0
Interest Earned	\$914.28	\$0	\$0

Expenditures

For this section, State law requires an identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the costs of the public improvement that was funded with fees.

There were no expenditures in FY 2017-2018.

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Interfund Transfers and Loans

No interfund transfers were made, and no collected fees were loaned to another account, in FY 2017-2018.

Amount of Refunds

No refunds of any of these funds were made or required in FY 2017-2018.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Fourth Amendment to the Amended Joint Powers Authority Agreement with the Orange County Fire Authority Formalizing the Accelerated Pension Liability Reduction Plan

RECOMMENDATION: That the City Council approve the Fourth Amendment to the Amended Joint Powers Authority Agreement with the Orange County Fire Authority and authorize the Mayor to execute the Agreement.

SUMMARY:

On October 25, 2018, the Orange County Fire Authority ("OCFA") Board of Directors approved a proposed Fourth Amendment to the Amended Joint Powers Authority ("JPA") Agreement (attached) to accelerate the pay down of its unfunded pension liability. The Fourth Amendment must be approved by at least two-thirds (16 of 24) of the JPA member cities to become effective. Staff recommends that the City Council approve the Fourth Amendment to the Amended JPA and authorize the Mayor to execute the Agreement.

BACKGROUND:

At its meeting of September 26, 2013, the OCFA Board of Directors adopted an accelerated pension liability pay down plan ("Snowball Plan"). The purpose of the Snowball Plan is to accelerate payment of the OCFA's unfunded pension liability more quickly than the timeframe required for payment by the Orange County Employees Retirement System ("OCERS"), thereby saving future interest costs and improving the funding status of the OCFA's pension plan.

Fourth Amendment to the Amended Joint Powers Authority Agreement with the OCFA
November 13, 2018
Page 2

Since the plan was adopted, the OCFA's unfunded pension liability has steadily declined from \$473.8 million to \$400.6 million, and the funding status has consistently improved from 65% to 79%. According to the OCERS' actuary, the OCFA is on track to achieve an 85% funding level by December 2020, and has achieved interest savings to date totaling \$18.3 million.

City of Irvine's June 13 Proposal and June 27 Notice of Withdrawal

On June 13, 2018, the City of Irvine provided a proposal to the OCFA requesting, among other proposal elements, that the OCFA commit to a pension pay down strategy. On June 21 and June 25, the OCFA responded to the City of Irvine's proposal, reiterating its commitment to the Snowball Plan and other service enhancements. Subsequently, on June 27, 2018, the City of Irvine provided OCFA with a Notice of Withdrawal seeking the initiation of good faith negotiations.

The OCFA desires to retain the City of Irvine as a member agency. At the same time, the OCFA desires to continue progress on the commitments made in its June 21 and June 25 responses to the City of Irvine. The OCFA is hopeful that, with these continued actions honoring its commitments, the City of Irvine will elect to rescind its Notice of Withdrawal.

JPA History and Proposed Fourth Amendment to the Amended JPA Agreement

The OCFA was formed in 1995 to provide regional fire protection and related services to the County of Orange and 18 member cities. Subsequent to formation, 6 additional cities have become members of the OCFA. The original JPA Agreement was amended on September 23, 1999, and renewed in 2010 by the First Amendment, which provided for a term that runs through 2030. In 2013, the OCFA's members approved a Second Amendment to the Amended JPA to address "Overpayment" concerns by the City of Irvine. However, the Second Amendment was invalidated by court judgment. In 2015, a Third Amendment was approved by the OCFA's members which eliminated alternate Directors to the OCFA Board.

The OCFA is now seeking approval of a Fourth Amendment to formalize the OCFA's commitment to its Snowball Plan. In order to become effective, the Fourth Amendment must be approved by at least two-thirds (16 of 24) of the member agencies. Staff recommends that the City Council approve the Fourth Amendment to the Amended JPA Agreement and authorize the Mayor to execute the Agreement.

Fourth Amendment to the Amended Joint Powers Authority Agreement with the OCFA
November 13, 2018
Page 3

ATTACHMENTS:

- Fourth Amendment to the Amended Joint Powers Authority Agreement

FOURTH AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT ORANGE COUNTY FIRE AUTHORITY

This Fourth Amendment ("Fourth Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Fourth Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when approved by a sixteenth member.

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the required number of member agencies approved the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. However, a final court judgment subsequently invalidated the Second Amendment, so the Second Amendment became, and remains, inoperative; and

WHEREAS, on July 14, 2015, the required number of member agencies approved the Third Amendment to the Amended Joint Powers Agreement ("Third Amendment") to eliminate alternative Board Directors;

WHEREAS, the Amended Joint Powers Agreement, as amended by the First Amendment and Third Amendment, is referred to herein as the "Amended Joint Powers Agreement And Its Operative Amendments";

WHEREAS, the members wish to adopt this Fourth Amendment to the Amended Joint Powers Agreement And Its Operative Amendments to formalize the OCFA's commitment to its "snowball" accelerated pension liability paydown plan on the terms and conditions set forth herein.

NOW THEREFORE, the members agree to amend the Amended Joint Powers Agreement And Its Operative Amendments as follows:

AGREEMENT

1. *Article IV of the Amended Joint Powers Authority Agreement And Its Operative Amendments is amended to add Section 7, to read as follows:*

7. Payments to Reduce Unfunded Pension Liability.

A. Except as provided in subsection C, the OCFA Board shall appropriate funds in its budget annually consistent with, or greater than, the budgetary payments called for in the “snowball” accelerated pension liability paydown plan approved by the OCFA Board of Directors on September 26, 2013, and amended on November 19, 2015, November 17, 2016, and March 23, 2017.

B. Payments will be greater than those appropriated in the OCFA’s budget annually when triggered by a Net General Fund Surplus (per the Financial Stability Budget Policy). Payments from the “Net General Fund Surplus” are hereby deemed as derived from revenues received by overfunded structural fire fund cities as determined by the equity calculation required under Article IV, Section 4 – Equity.

C. Appropriations and payments required by subsection A and B may be reduced to the extent the Board determines, by vote approved by two-thirds of the Board, is necessary to address a fiscal hardship.

1) For purposes of this section, “fiscal hardship” shall refer to a substantial reduction in OCFA anticipated revenue and/or a significant increase in anticipated expenses that are beyond the reasonable control of the OCFA Board.

2. *This Fourth Amendment amends the 1999 Amended Agreement And Its Operative Amendments, and except as specifically amended herein, the 1999 Amended Agreement And its Operative Amendments shall remain in full force and effect.*

[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF ORANGE, a political
subdivision of the State of California

Dated: _____

By: _____
Chairman of its Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF THE
BOARD

Clerk of the Board of Supervisors
County of Orange, California

NOTICE TO COUNTY OF ORANGE TO BE
GIVEN TO:

County Executive Officer
10 Civic Center Plaza
Santa Ana, CA 92701

APPROVED AS TO FORM:

By: _____

County Counsel

Dated: _____

[Signatures Continued on Page 5]

CITY OF ALISO VIEJO

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Aliso Viejo
 12 Journey, Suite 100
 Aliso Viejo, CA 92656-5335

Phone: (949) 425-2500

Fax: (949) 425-3899

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 6]

CITY OF BUENA PARK

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Buena Park
 6650 Beach Blvd.
 Buena Park, CA 90620

Phone: (714) 562-3500

Fax: (714) 562-3599

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 7]

CITY OF CYPRESS

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Cypress
 5275 Orange Avenue
 Cypress, CA 90630

Phone: (714) 229-6688

Fax: (714) 229-0154

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 8]

CITY OF DANA POINT

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Dana Point
 33282 Golden Lantern
 Dana Point, CA 92629

Phone: (949) 248-9890

Fax: (949) 248-9920

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 9]

CITY OF IRVINE

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Irvine
 One Civic Center Plaza
 Irvine, CA 92606-5208

Phone: (949) 724-6249

Fax: (949) 724-6045

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 10]

CITY OF LA PALMA

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of La Palma
 7822 Walker Street
 La Palma, CA 90623

Phone: (714) 690-3333

Fax: (714) 523-7351

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 11]

CITY OF LAGUNA HILLS

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Laguna Hills
 25201 Paseo de Alicia #150
 Laguna Hills, CA 92653

Phone: (949) 707-2600

Fax: (949) 707-2614

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 12]

CITY OF LAGUNA NIGUEL

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Laguna Niguel
 30111 Crown Valley Parkway
 Laguna Niguel, CA 92677

Phone: (949) 362-4380

Fax: (949) 362-4340

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 13]

CITY OF LAGUNA WOODS

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Laguna Woods
 24264 El Toro Road
 Laguna Woods, CA 92637

Phone: (949) 639-0500

Fax: (949) 639-0591

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 14]

CITY OF LAKE FOREST

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Lake Forest
 23161 Lake Center Drive, Suite 100
 Lake Forest, CA 92630

Phone: (949) 461-3400

Fax: (949) 461-3511

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 15]

CITY OF LOS ALAMITOS

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Los Alamitos
 3191 Katella Avenue
 Los Alamitos, CA 90720

Phone: (562) 431-3538

Fax: (562) 493-1255

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 16]

CITY OF MISSION VIEJO

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Mission Viejo
 25909 Pala, Suite 150
 Mission Viejo, CA 92691

Phone: (949) 470-3000

Fax: (949) 859-1386

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 17]

CITY OF PLACENTIA

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Placentia
 401 E. Chapman
 Placentia, CA 92870

Phone: (714) 993-8117

Fax: (714) 961-0283

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 18]

CITY OF RANCHO SANTA MARGARITA

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Rancho Santa Margarita
 22112 El Paseo
 Rancho Santa Margarita, CA 92688

Phone: (949) 635-1800

Fax: (949) 635-1840

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 19]

CITY OF SAN CLEMENTE

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of San Clemente
 100 Avenida Presidio
 San Clemente, CA 92672

Phone: (949) 361-8322

Fax: (949) 361-8283

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 20]

CITY OF SAN JUAN CAPISTRANO

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of San Juan Capistrano
 32400 Paseo Adelanto
 San Juan Capistrano, CA 92675

Phone: (949) 443-6315

Fax: (949) 493-1053

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 21]

CITY OF SANTA ANA

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Santa Ana
 20 Civic Center Plaza
 Santa Ana, CA 92701

Phone: (714) 647-5200

Fax: (714) 647-6956

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 22]

CITY OF SEAL BEACH

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Seal Beach
 211 8th Street
 Seal Beach, CA 90740

Phone: (562) 431-2527

Fax: (562) 431-4067

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 23]

CITY OF STANTON

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Stanton
 7800 Katella Avenue
 Stanton, CA 90680

Phone: (714) 379-9222

Fax: (714) 890-1443

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 24]

CITY OF TUSTIN

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Tustin
 300 Centennial Way
 Tustin, CA 92780

Phone: (714) 544-8890

Fax: (714) 832-0825

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 25]

CITY OF VILLA PARK

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Villa Park
 17855 Santiago Blvd.
 Villa Park, CA 92861

Phone: (714) 998-1500

Fax: (714) 998-1508

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 26]

CITY OF WESTMINSTER

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Westminster
 8200 Westminster Boulevard
 Westminster, CA 92683

Phone: (714) 898-3311

Fax: (714) 373-4684

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____

[Signatures Continued on Page 27]

CITY OF YORBA LINDA

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
 City of Yorba Linda
 4845 Casa Loma Avenue
 Yorba Linda, CA 92885-8714

Phone: (714) 961-7100

Fax: (714) 993-7530

APPROVED AS TO FORM:

By: _____

City Attorney

Dated: _____



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Report Regarding Implementation of 2017 Zoning Text Amendment for Limited Personal Cultivation of Marijuana Inside a Person's Private Residence in Accordance with Proposition 64.

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

SUMMARY:

As previously directed by the City Council, the City of Laguna Hills has not implemented a local regulatory permitting process for the personal indoor cultivation of marijuana, as authorized by Proposition 64. At the City Council's request, staff has monitored the marijuana-related permit and code enforcement activities of other South County cities, which is summarized below. The cities surveyed reported virtually no activity.

BACKGROUND:

In November 2016, California voters passed Proposition 64 (the Adult Use of Marijuana Act or "AUMA"), which made the use, possession, sale, and cultivation of cannabis by adults over the age of 21 legal under California law beginning on January 1, 2018.

In April 2017, the City Council adopted Zoning Text Amendment No. 2-17-3793 (Ordinance 2017-3) that amended the Laguna Hills Municipal Code to permit the limited personal cultivation of marijuana inside a person's private residence and inside an accessory structure to a person's private residence as required by AUMA, expressly prohibited outdoor cultivation of marijuana, as authorized by AUMA, and reaffirmed that marijuana dispensaries, marijuana businesses, and all other marijuana-related uses

Review of Limited Personal Cultivation of Marijuana

November 13, 2018

Page 2

are prohibited uses in all zoning districts within the City (Attachment 1).

Staff proposed to monitor the issue of permitting the limited personal cultivation of marijuana inside a person's private residence and to provide the City Council an update following adoption of Zoning Text Amendment No. 2-17-3793. The following is a summary of cultivation-related permitting and code enforcement activity at the local level since April 2017, as researched by City staff.

As previously directed by the City Council, the City of Laguna Hills has not implemented a local regulatory permitting process for the personal indoor cultivation of marijuana, as authorized by Proposition 64. Since the April 2017 ordinance adoption, staff has received only one complaint regarding an alleged illegal outdoor cultivation site which is currently being investigated, and no complaints concerning either limited personal cultivation of marijuana inside a person's private residence or inside an accessory structure to a person's private residence in accordance with Proposition 64; nor has the City received any complaints regarding excessive odors, or property damage (such as electrical fires) related to personal cultivation.

Other neighboring cities have completed similar ordinance updates, some resulting in prohibitions on outdoor cultivation and some establishing permitting requirements. A study of these cities, their current position on personal cultivation of cannabis, and any code enforcement/building permit actions is as follows:

City	Personal Outdoor Cultivation	Personal Indoor Cultivation	Status
Aliso Viejo	Prohibited	Permit Required	Permit process established; no applications submitted No code enforcement/building permit complaints or actions
Laguna Niguel	Prohibited	No Permit Required	No permits or inspections required No code enforcement/building permit complaints or actions
Lake Forest	Prohibited	No Permit Required	No permits or inspections required No code enforcement/building permit complaints or actions
Mission Viejo	Prohibited	No Permit Required	No permits or inspections required No code enforcement/building permit complaints or actions
San Clemente	Prohibited	No Permit Required	No permits or inspections required Very few anonymous complaints (odor-related)
San Juan Capistrano	Prohibited	Permit Required	Permit process established; no applications submitted No code enforcement/building permit complaints or actions

In summary, many of the cities in South Orange County are aligned with Laguna Hills in prohibiting personal outdoor cultivation and not requiring a permitting process or local regulatory program for limited personal cultivation of marijuana inside a person's private residence, pursuant to AUMA. The cities that have implemented a permitting process have had no applications submitted. Code enforcement activity, building code violations, and law enforcement responses related to personal cultivation has been

Review of Limited Personal Cultivation of Marijuana

November 13, 2018

Page 3

limited in all surveyed cities.

Staff will continue to monitor local permitting and regulatory programs for the limited personal cultivation of marijuana, as well as any law enforcement or legal developments or challenges pertaining to such regulations.

ATTACHMENTS:

- Attachment 1 - Staff Report for ZTA 2-17-3793 (Ordinance 2017-3)

Attachment 1

Staff Report for ZTA 2-17-3793 (Ordinance 2017-3)





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 11, 2017

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Zoning Text Amendment No. 2-17-3793 - an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, to Permit the Limited Personal Cultivation of Marijuana Inside a Person's Private Residence and Inside an Accessory Structure to a Person's Private Residence in Accordance with Proposition 64.

RECOMMENDATION: That the City Council: (1) Reopen and Conduct the Public Hearing; and (2) Introduce for First Reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 2-17-3793 amending Chapters 9-103 (Marijuana Businesses) and 9-04 (Definitions) of Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to permit the limited personal cultivation of marijuana inside a person's private residence and inside an accessory structure to a person's private residence in accordance with state law."

SUMMARY:

On March 14, 2017, the City Council conducted a Public Hearing and introduced for First Reading a proposed Ordinance amending the Laguna Hills Municipal Code (LHMC) to permit the limited personal cultivation of marijuana in accordance with Proposition 64. As initially drafted, the proposed Ordinance would have permitted the limited personal cultivation by persons twenty-one (21) years of age or older of not more than six (6) marijuana plants: (1) inside a person's private residence; (2) inside an accessory structure to a person's private residence; and (3) outdoors upon the grounds of a person's private residence (e.g., in an outdoor garden area).

Zoning Text Amendment No. 2-17-3793 - Personal Cultivation of Marijuana

April 11, 2017

Page 2

Following the Public Hearing, the City Council discussed and deliberated on the two alternatives presented in the March 14, 2017, Staff Report: (1) modifying the proposed Ordinance to completely prohibit the limited personal cultivation of marijuana outdoors upon the grounds of a person's private residence (e.g., in an outdoor garden area); and (2) enacting a regulatory scheme and permit program for the limited personal cultivation of marijuana within and at a person's private residence. The City Council voted to continue this item to its April 11, 2017 Regular Meeting, directing the City Attorney to revise the proposed Ordinance to effectuate the first alternative – to completely prohibit personal cultivation of marijuana outdoors upon the grounds of a person's private residence, and postponed any decision on pursuing a regulatory scheme and permit program under the second alternative at this time.

The proposed Ordinance, as revised, would amend the LHMC to permit the limited personal cultivation of marijuana: (1) inside a person's private residence; and (2) inside an accessory structure to a person's private residence as required by Proposition 64, and to expressly prohibit outdoor cultivation of marijuana, as authorized by Proposition 64 (Health & Safety Code section 11362.2 (b)(3)), while reaffirming that marijuana dispensaries, marijuana businesses, and all other marijuana-related uses are prohibited uses in all zoning districts within the City.

City staff will continue to monitor the issue of enacting a regulatory scheme and permit program for the limited personal cultivation of marijuana, as well as any legal developments or challenges pertaining to such regulations, including any future guidance that may be issued by the state pertaining to this subject.

Attachment 1 contains the language of the proposed revised Ordinance while Attachment 2 depicts the proposed Code Amendments in redline format. Attachment 3 contains the Staff Report and attachments from the March 14, 2017, City Council meeting and Public Hearing.

BACKGROUND:

Last November, California voters approved Proposition 64, which legalized the recreational (non-medical) use of marijuana for persons twenty-one (21) years of age or older and authorized the limited personal cultivation by such persons of not more than six (6) marijuana plants: (1) inside a private residence; (2) inside an accessory structure to a person's private residence; or (3) outdoors upon the grounds of a person's private residence (e.g., in an outdoor garden area), subject to the following limitations: (a) not more than six living plants may be planted, cultivated, harvested, dried, or processed

Zoning Text Amendment No. 2-17-3793 - Personal Cultivation of Marijuana

April 11, 2017

Page 3

within a person's single private residence, inside an accessory structure to a person's private residence that is fully enclosed and secure, or outdoors upon the grounds of a person's private residence, at one time; and (b) the living plants and any marijuana produced by the plants in excess of 28.5 grams shall be in a locked space and shall not be visible by normal unaided vision from a public place.

As a result of the provisions contained in Proposition 64 that now permit personal cultivation of marijuana plants, a proposed Ordinance was considered by the City Council at the March 14, 2017 meeting, to exempt the limited personal cultivation of marijuana from the current City-wide ban on marijuana-related uses. Included in staff's report were the identification of additional measures allowed by Proposition 64 that authorize local agencies to completely prohibit outdoor cultivation, as well as to implement a regulatory scheme and a permit and inspection program in order to inspect properties for compliance with such locally enacted marijuana cultivation regulations. These alternatives were not recommended by staff for several reasons including the lack of adequate staffing resources to implement regulatory permitting, inspection, and enforcement processes.

The City Council discussed the potential for neighborhood impacts, enforcement methods, and costs of regulation and permitting. Subsequently, the Council voted to direct the City Attorney to revise the proposed Ordinance to completely prohibit outdoor cultivation, which modifications are reflected in the attached revised Ordinance. Furthermore, the Council voted to postpone any decision on pursuing a regulatory scheme and permit program under the second alternative at this time.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Section 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 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. The proposed Zoning Code Text Amendment modifies several terms within the City's Zoning Code to conform to Proposition 64 while maintaining the existing ban on all marijuana-related uses to the extent permitted by law.

ALTERNATIVES:

In directing the City Attorney to prepare a revised Ordinance that completely prohibits outdoor cultivation, the City Council postponed any decision on pursuing a regulatory scheme and permit program under the second alternative at this time. The Council still retains the option to enact and enforce regulations to reasonably regulate the personal cultivation of marijuana inside a person's private residence and inside an accessory structure to a person's private residence at a later date; however, state law does not provide any guidance to cities on how to draft such a regulatory program. Consequently, depending on the degree of local regulations, such regulatory programs may be preempted by state law and may be subject to future legal challenge as violating Proposition 64.

FISCAL IMPACT:

There is no Fiscal Impact to the City resulting from the adoption of an Ordinance amending Title 9 of the LHMC to permit the limited personal cultivation of marijuana: (1) inside a person's private residence; and (2) inside an accessory structure to a person's private residence, in accordance with the requirements of Proposition 64.

ATTACHMENTS:

- Attachment 1 - Proposed Ordinance
- Attachment 2 - Proposed Ordinance (Redlined Version)
- Attachment 3 - March 14 Agenda Materials

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a sun rising over hills in the background. The words "CITY OF LAGUNA HILLS" are inscribed in a circular border around the top, and "1991" is at the bottom.

Attachment 1

Proposed Draft Ordinance

ORDINANCE NO. 2017 -

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. __-__-__ AMENDING CHAPTERS 9-103 (MARIJUANA BUSINESSES) AND 9-04 (DEFINITIONS) OF TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO PERMIT THE LIMITED PERSONAL CULTIVATION OF MARIJUANA INSIDE A PERSON'S PRIVATE RESIDENCE AND INSIDE AN ACCESSORY STRUCTURE TO A PERSON'S PRIVATE RESIDENCE IN ACCORDANCE WITH STATE LAW

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, On December 10, 2013, the City Council of the City of Laguna Hills adopted Ordinance No. 2013-2, which amended Title 9 of the LHMC to prohibit medical marijuana dispensaries in all zoning districts within the City; and

WHEREAS, Effective January 1, 2016, the Medical Marijuana Regulation and Safety Act (MMRSA) established a comprehensive regulatory and licensing framework for the operation of marijuana businesses within the State of California. The MMRSA confirmed the authority of cities to control uses of land within their respective jurisdictions and specifically, to regulate or prohibit marijuana businesses; and

WHEREAS, On September 13, 2016, the City Council of the City of Laguna Hills adopted Ordinance No. 2016-4, which amended Title 9 of the LHMC (Zoning and Subdivisions) in accordance with the MMRSA to update clarify, and provide more specificity to the City's ban on marijuana businesses in all zoning districts within the City; and

WHEREAS, On November 8, 2016, California voters approved Proposition 64 – the Control, Regulate, and Tax Adult Use of Marijuana Act, which legalized the recreational (non-medical) use of marijuana in California for persons twenty one (21) years of age or older and authorized the limited personal cultivation by such persons of not more than six (6) marijuana plants inside a person's private residence and inside an accessory structure to a person's private residence; and

WHEREAS, Proposition 64 authorizes the City to completely prohibit the cultivation of marijuana outdoors upon the grounds of a person's private residence, up

to and until a determination by the California Attorney General that nonmedical use of marijuana is lawful in the State of California under federal law; and

WHEREAS, This Ordinance updates Title 9 of the LHMC to exempt limited personal cultivation of marijuana inside a person's private residence and inside an accessory structure to a person's private residence from the City's existing ban on marijuana businesses and of all marijuana-related uses in all zoning districts as required by Proposition 64, and to expressly prohibit the cultivation of marijuana outdoors upon the grounds of a person's private residence as authorized by Proposition 64 (Health & Safety Code section 11362.2 (b)(3)); and

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC; and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on [REDACTED], 2017.

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

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

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines 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 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-103 (Marijuana Businesses), Section 9-103.020 (Definitions), is hereby amended by revising the definitions for "Marijuana", "Marijuana business", "Marijuana cultivation site" and "Marijuana dispensary" and by adding definitions for "Personal cultivation of marijuana" and "Private residence" to read as follows:

9-103.020 Definitions.

"Marijuana" shall have the same meaning as is defined by Health & Safety Code section 11018 and the term "cannabis" as that term is defined by California Business & Professions Code section 19300.5(f). If the definition under State law is amended, the City's definition shall be as amended. "Marijuana" shall also mean any "cannabinoid" as defined by Business & Professions Code section 19300.5(e), "cannabis concentrate" as defined by Business & Professions Code section 19300.5(g), "edible cannabis product" as defined by Business & Professions Code section 19300.5(s), "manufactured

cannabis” as defined by Business & Professions Code section 19300.5(ac), “medical cannabis” as defined by Business & Professions Code section 19300.5(af), and “topical cannabis” as defined by Business & Professions Code section 19300.5(al), as those sections exist as of January 1, 2016 or as amended thereafter.

“Marijuana business” shall mean any activity, whether or not carried out for commercial gain, which involves cultivation, possession, manufacture, processing, storage, laboratory testing, labeling, transportation, distribution, or sale of marijuana or any marijuana-infused products. This definition shall include any of the foregoing activities conducted by or on behalf of a qualified patient or the primary caregiver of a qualified patient. All references in this chapter to “marijuana business” shall be synonymous with “marijuana dispensary,” “mobile marijuana dispensary,” and “marijuana cultivation site,” which are defined in this section. The term “marijuana business” shall not include “personal cultivation of marijuana,” as defined in this section.

“Marijuana cultivation site” shall mean any location, whether indoor or outdoor, where marijuana is planted, grown, harvested, dried, cured, graded, or trimmed, or upon which all or any combination of those activities occurs. The term “marijuana cultivation site” shall not include “personal cultivation of marijuana,” as defined in this section.

“Marijuana dispensary” shall mean any dispensary, facility, cooperative, club, individual, business, group, collective, establishment or other association with a storefront or mobile retail outlet where marijuana, in any form, whether for medical, recreational, or any other purpose, is transferred to any person, firm, corporation, association, club, society, or other organization, regardless of whether that activity is undertaken on a for-profit or non-profit basis, or any combination thereof, and regardless of whether the activity is for compensation or is gratuitous.

“Personal cultivation of marijuana” shall mean the possession, planting, cultivation, harvesting, drying, or processing of not more than six (6) living marijuana plants and possession of the marijuana produced by the plants by persons twenty one (21) years of age or older inside a person's private residence or inside an accessory structure to a person's private residence located upon the grounds of a person's private residence that is fully enclosed and secure as authorized by Health and Safety Code Sections 11362.1 and 11362.2, as may be amended, and subject to the following limitations: (a) not more than six (6) living plants may be planted, cultivated, harvested, dried, or processed within a person's single private residence or inside an accessory structure to a person's private residence that is fully enclosed and secure, at one time; and (b) the living plants and any marijuana produced by the plants in excess of 28.5 grams shall be in a locked space, and shall not be visible by normal unaided vision from a public place. The term “personal cultivation of marijuana” shall not include the planting, cultivation, harvesting, drying, or processing of marijuana plants outdoors upon the grounds of a person's private residence.

“Private residence” shall have the same meaning as is defined by Health & Safety Code section 11362.2(b)(5) (i.e., a house, an apartment unit, a mobile home, or similar dwelling), as may be amended.

SECTION 4. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-103 (Marijuana Businesses), Section 9-103.030 (Marijuana businesses prohibited), is hereby amended by adding new Subsection F to read as follows:

F. The planting, cultivation, harvesting, drying, or processing of marijuana plants outdoors upon the grounds of a person's private residence is prohibited in every zoning district in the city.

SECTION 5. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-04 (Definitions), Section 9-04.130 ("M" Definitions), is hereby amended by revising the definition for "Marijuana business" to read as follows:

"Marijuana business" means any activity, whether or not carried out for commercial gain, which involves cultivation, possession, manufacture, processing, storage, laboratory testing, labeling, transportation, distribution, or sale of marijuana or any marijuana-infused products. This definition shall include any of the foregoing activities conducted by or on behalf of a qualified patient or the primary caregiver of a qualified patient. All references in this section to "marijuana business" shall be synonymous with "marijuana dispensary," "mobile marijuana dispensary," and "marijuana cultivation site," which are defined in Chapter 9-103. The term "marijuana business" shall not include "personal cultivation of marijuana," as defined in Chapter 9-103.

SECTION 6. This Ordinance shall take effect on _____, 2017, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 7. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 8. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2017.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the _____ day of _____ 2017, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the _____ day of _____ 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. ____-____-____ AMENDING CHAPTERS 9-103 (MARIJUANA BUSINESSES) AND 9-04 (DEFINITIONS) OF TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO PERMIT THE LIMITED PERSONAL CULTIVATION OF MARIJUANA INSIDE A PERSON'S PRIVATE RESIDENCE AND INSIDE AN ACCESSORY STRUCTURE TO A PERSON'S PRIVATE RESIDENCE IN ACCORDANCE WITH STATE LAW

on the _____ day of _____ 2017, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2017, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a white robe, possibly a religious figure, holding a staff. The text "CITY OF LAGUNA HILLS" is arched across the top, and "1991" is at the bottom.

Attachment 2 Proposed Draft Ordinance (Redlined Version)

ORDINANCE NO. 2017 -

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. __-__-__ AMENDING CHAPTERS 9-103 (MARIJUANA BUSINESSES) AND 9-04 (DEFINITIONS) OF TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO PERMIT THE LIMITED PERSONAL CULTIVATION OF MARIJUANA INSIDE A PERSON'S PRIVATE RESIDENCE AND INSIDE AN ACCESSORY STRUCTURE TO A PERSON'S PRIVATE RESIDENCE IN ACCORDANCE WITH STATE LAW

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, On December 10, 2013, the City Council of the City of Laguna Hills adopted Ordinance No. 2013-2, which amended Title 9 of the LHMC to prohibit medical marijuana dispensaries in all zoning districts within the City; and

WHEREAS, Effective January 1, 2016, the Medical Marijuana Regulation and Safety Act (MMRSA) established a comprehensive regulatory and licensing framework for the operation of marijuana businesses within the State of California. The MMRSA confirmed the authority of cities to control uses of land within their respective jurisdictions and specifically, to regulate or prohibit marijuana businesses; and

WHEREAS, On September 13, 2016, the City Council of the City of Laguna Hills adopted Ordinance No. 2016-4, which amended Title 9 of the LHMC (Zoning and Subdivisions) in accordance with the MMRSA to update clarify, and provide more specificity to the City's ban on marijuana businesses in all zoning districts within the City; and

WHEREAS, On November 8, 2016, California voters approved Proposition 64 – the Control, Regulate, and Tax Adult Use of Marijuana Act, which legalized the recreational (non-medical) use of marijuana in California for persons twenty one (21) years of age or older and authorized the limited personal cultivation by such persons of not more than six (6) marijuana plants inside a person's private residence and inside an accessory structure to a person's private residence; and

WHEREAS, Proposition 64 authorizes the City to completely prohibit the cultivation of marijuana outdoors upon the grounds of a person's private residence, up

to and until a determination by the California Attorney General that nonmedical use of marijuana is lawful in the State of California under federal law; and

WHEREAS, This Ordinance updates Title 9 of the LHMC to exempt limited personal cultivation of marijuana inside a person's private residence and inside an accessory structure to a person's private residence from the City's existing ban on marijuana businesses and of all marijuana-related uses in all zoning districts as required by Proposition 64, and to expressly prohibit the cultivation of marijuana outdoors upon the grounds of a person's private residence as authorized by Proposition 64 (Health & Safety Code section 11362.2 (b)(3)); and

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC; and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on [REDACTED], 2017.

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

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

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines 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 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-103 (Marijuana Businesses), Section 9-103.020 (Definitions), is hereby amended by revising the definitions for "Marijuana", "Marijuana business", "Marijuana cultivation site" and "Marijuana dispensary" and by adding definitions for "Personal cultivation of marijuana" and "Private residence" to read as follows (additions shown in ***bold/italics***, deletions shown in ~~strikethrough~~):

9-103.020 Definitions.

"Marijuana" shall have the same meaning as ***is defined by Health & Safety Code section 11018 and*** the term "cannabis" as that term is defined by California Business & Professions Code section 19300.5(f) ~~[effective January 1, 2016]~~. If the definition under State law is amended, the City's definition shall be as amended. "Marijuana" shall also mean any "cannab***in***oid" as defined by Business & Professions Code section 19300.5(e), "cannabis concentrate" as defined by Business & Professions Code section

19300.5(g), “edible cannabis product” as defined by Business & Professions Code section 19300.5(s), “manufactured cannabis” as defined by Business & Professions Code section 19300.5(ac), “medical cannabis” as defined by Business & Professions Code section 19300.5(af), and “topical cannabis” as defined by Business & Professions Code section 19300.5(al), as those sections exist as of January 1, 2016 or as amended thereafter.

“Marijuana business” shall mean any activity, whether or not carried out for commercial gain, which involves cultivation, possession, manufacture, processing, storage, laboratory testing, labeling, transportation, distribution, or sale of marijuana or any marijuana-infused products. This definition shall include any of the foregoing activities conducted by or on behalf of a qualified patient or the primary caregiver of a qualified patient. All references in this chapter to “marijuana business,” ~~“marijuana-related business,” or “marijuana dispensary”~~ shall be synonymous with “medical-marijuana dispensary,” “mobile marijuana dispensary,” and “marijuana cultivation site,” which are defined in this section. ***The term “marijuana business” shall not include “personal cultivation of marijuana,” as defined in this section.***

“Marijuana cultivation site” shall mean any location, whether indoor or outdoor, where marijuana is planted, grown, harvested, dried, cured, graded, or trimmed, or upon which all or any combination of those activities occurs. ***The term “marijuana cultivation site” shall not include “personal cultivation of marijuana,” as defined in this section.***

“Marijuana dispensary” shall mean any dispensary, facility, cooperative, club, individual, business, group, collective, establishment or other association with a storefront or mobile retail outlet where marijuana, in any form, ***whether for medical, recreational, or any other purpose***, is transferred to any person, firm, corporation, association, club, society, or other organization, regardless of whether that activity is undertaken on a for-profit or non-profit basis, or any combination thereof, and regardless of whether the activity is for compensation or is gratuitous.

“Personal cultivation of marijuana” shall mean the possession, planting, cultivation, harvesting, drying, or processing of not more than six (6) living marijuana plants and possession of the marijuana produced by the plants by persons twenty one (21) years of age or older inside a person's private residence or inside an accessory structure to a person's private residence located upon the grounds of a person's private residence that is fully enclosed and secure as authorized by Health and Safety Code Sections 11362.1 and 11362.2, as may be amended, and subject to the following limitations: (a) not more than six (6) living plants may be planted, cultivated, harvested, dried, or processed within a person's single private residence or inside an accessory structure to a person's private residence that is fully enclosed and secure, at one time; and (b) the living plants and any marijuana produced by the plants in excess of 28.5 grams shall be in a locked space, and shall not be visible by normal unaided vision from a public place. The term “personal cultivation of marijuana” shall not include the planting, cultivation, harvesting, drying, or processing of marijuana plants outdoors upon the grounds of a person's private residence.

"Private residence" shall have the same meaning as is defined by Health & Safety Code section 11362.2(b)(5) (i.e., a house, an apartment unit, a mobile home, or similar dwelling), as may be amended.

SECTION 4. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-103 (Marijuana Businesses), Section 9-103.030 (Marijuana businesses prohibited), is hereby amended by adding new Subsection F to read as follows:

F. The planting, cultivation, harvesting, drying, or processing of marijuana plants outdoors upon the grounds of a person's private residence is prohibited in every zoning district in the city.

SECTION 5. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-04 (Definitions), Section 9-04.130 ("M" Definitions), is hereby amended by revising the definition for "Marijuana business" to read as follows (additions shown in ***bold/italics***, deletions shown in ~~striketrough~~):

"Marijuana business" means any activity, whether or not carried out for commercial gain, which involves cultivation, possession, manufacture, processing, storage, laboratory testing, labeling, transportation, distribution, or sale of marijuana or any marijuana-infused products. This definition shall include any of the foregoing activities conducted by or on behalf of a qualified patient or the primary caregiver of a qualified patient. All references in this section to "marijuana business," ~~"marijuana-related business," or "marijuana dispensary"~~ shall be synonymous with ~~"medical-marijuana dispensary," "mobile marijuana dispensary," and "marijuana cultivation site,"~~ which are defined in Chapter 9-103. ***The term "marijuana business" shall not include "personal cultivation of marijuana," as defined in Chapter 9-103.***

SECTION 6. This Ordinance shall take effect on _____, 2017, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 7. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 8. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this

Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2017.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the _____ day of _____ 2017, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the _____ day of _____ 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. __-__-__ AMENDING CHAPTERS 9-103 (MARIJUANA BUSINESSES) AND 9-04 (DEFINITIONS) OF TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO PERMIT THE LIMITED PERSONAL CULTIVATION OF MARIJUANA INSIDE A PERSON'S PRIVATE RESIDENCE AND INSIDE AN ACCESSORY STRUCTURE TO A PERSON'S PRIVATE RESIDENCE IN ACCORDANCE WITH STATE LAW

on the _____ day of _____ 2017, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2017, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment 3 – March 14, 2017 Agenda Material





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 14, 2017

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Zoning Text Amendment No. 2-17-3793, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, to Permit the Limited Personal Cultivation of Marijuana Inside a Person's Private Residence, Inside an Accessory Structure to a Person's Private Residence, or Outdoors Upon the Grounds of a Person's Private Residence in Accordance with State Law

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing; and (2) Introduce for First Reading, read by title only, and waive further reading, an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Code Text Amendment No. 2-17-3793 amending Chapters 9-103 (Marijuana Businesses) and 9-04 (Definitions) of Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to permit the limited personal cultivation of marijuana inside a person's private residence, inside an accessory structure to a person's private residence, or outdoors upon the grounds of a person's private residence in accordance with state law."

SUMMARY:

The proposed Ordinance would amend Chapters 9-103 (Marijuana Businesses) and 9-04 (Definitions) of Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) to permit the limited personal cultivation of nonmedical marijuana, as required by Proposition 64. Revisions to existing Chapters 9-103 and 9-04 are recommended in response to voter approval of Proposition 64 – the Control, Regulate, and Tax Adult Use of Marijuana Act, which legalized the recreational use of marijuana in California for persons twenty-one (21) years of age or older, and authorized the limited personal cultivation by such persons of not more than six (6) marijuana plants inside a person's

Zoning Text Amendment No. 2-17-3793, an Amendment to the Municipal Code to Permit the Limited Person
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private residence, inside an accessory structure to a person's private residence, or outdoors upon the grounds of a person's private residence.

The proposed Ordinance would update Title 9 of the LHMC to permit the limited personal cultivation of marijuana as mandated by Proposition 64, while reaffirming that marijuana dispensaries, marijuana businesses, and all other marijuana-related uses are prohibited uses in all zoning districts within the City. Attachment 1 contains the language of the proposed Ordinance while Attachment 2 depicts changes made to the Zoning Code with changes shown.

Staff's report identifies two alternatives the City Council could consider to implement, including the establishment of a permit and inspection process, and a prohibition against outdoor cultivation. However, the alternatives have not been recommended by staff due to costs and issues with enforcement.

BACKGROUND:

In 2013, Title 9 of the LHMC was amended in order to expressly ban the establishment and operation of medical marijuana dispensaries in all zoning districts within the City. In 2016, Title 9 of the LHMC was again amended in response to the Medical Marijuana Regulation and Safety Act (MMRSA) to expand the City-wide ban on medical marijuana dispensaries to include all marijuana-related businesses. The term "marijuana business" was broadly defined to include marijuana cultivation.

On November 8, 2016, California voters approved Proposition 64 – the Control, Regulate, and Tax Adult Use of Marijuana Act, which legalized the recreational (nonmedical) use of marijuana in California for persons twenty-one (21) years of age or older, and authorized the limited personal cultivation by such persons of not more than six (6) marijuana plants inside a private residence, inside an accessory structure to a person's private residence, or outdoors upon the grounds of a person's private residence (e.g., in an outdoor garden area) subject to the following limitations: (a) not more than six living plants may be planted, cultivated, harvested, dried, or processed within a person's single private residence, inside an accessory structure to a person's private residence that is fully enclosed and secure, or outdoors upon the grounds of a person's private residence, at one time; and (b) the living plants and any marijuana produced by the plants in excess of 28.5 grams shall be in a locked space, and shall not be visible by normal unaided vision from a public place.

Zoning Text Amendment No. 2-17-3793, an Amendment to the Municipal Code to Permit the Limited Person

March 14, 2017

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Staff is recommending approval of the proposed Ordinance to exempt the limited personal cultivation of marijuana from the City-wide ban on marijuana-related uses, as required by Proposition 64. Additionally, the proposed Ordinance clarifies, confirms, and provides greater specificity to existing land use provisions prohibiting marijuana dispensaries and marijuana businesses within all zoning districts in the City.

The language in Proposition 64 authorizes local agencies to prohibit outdoor cultivation, as well as implement a local permitting process to inspect properties for compliance with local cultivation regulations. These alternatives are not recommended by staff due to the lack of adequate staffing resources to implement permitting, inspection, and enforcement processes.

If the City Council elects to implement a permit process for personal marijuana cultivation, staff believes one additional full-time code enforcement position would ultimately be necessary to establish an adequate program of permitting, inspection, enforcement, and tracking, assuming there is significant community interest in personal cultivation (Proposition 64 passed with 54% of registered Laguna Hills voters voting 'yes'). If the department was limited to using its existing part-time code enforcement officer to implement a cultivation permit process, response times for code enforcement requests for service and the length of time required to clear municipal code property violations is likely to increase. Furthermore, if the City Council chooses to enact a prohibition against outdoor marijuana cultivation, staff believes a consequence of this regulation would be an increase in code enforcement inspection requests to resolve illegal cultivation which would result in additional administrative and financial burdens due to enforcement activities.

Other cities have considered ordinance updates that confront similar alternatives, some resulting in temporary bans/moratoriums, prohibitions on outdoor cultivation, permit requirements, payment of property inspection fees, and inspection/background check requirements. A study of nearby cities and their response to Proposition 64 is as follows:

City	Personal Outdoor Cultivation	Personal Indoor Cultivation
Aliso Viejo	Prohibited	Permit Required
Laguna Niguel	Prohibited	Permit Required
Laguna Woods	No Action	No Action
Lake Forest	Prohibited	No Permit Required
Mission Viejo	Prohibited	No Permit Required

Zoning Text Amendment No. 2-17-3793, an Amendment to the Municipal Code to Permit the Limited Person

March 14, 2017

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San Clemente	Prohibited	No Permit Required
San Juan Capistrano	Prohibited	Permit Required

The approaches vary from city to city, with measures enacted based on community culture; however, staff has leaned towards the narrowest interpretation of the state law, which has the least amount of impact on City resources and residents.

ALTERNATIVES:

Although not recommended as described above, Proposition 64 authorizes local agencies to enact regulations that accomplish a certain level of regulation and oversight concerning marijuana cultivation as described below:

- The City Council could elect to modify the proposed Ordinance to completely prohibit the personal cultivation of marijuana outdoors upon the grounds of a person's private residence (e.g., in an outdoor garden area); however, such a provision will become inoperative as a matter of law when the California Attorney General determines that the nonmedical use of marijuana is lawful in the State of California under federal law.
- The City Council could elect to enact and enforce reasonable regulations to reasonably regulate the personal cultivation of marijuana inside a person's private residence, inside an accessory structure to a person's private residence, or outdoors upon the grounds of a person's private residence; however, state law does not provide any guidance to cities on how to draft such a regulatory program. Consequently, depending on the degree of local regulations, such regulatory programs may be preempted by state law and may be subject to legal challenge as violating Proposition 64. The proposed Ordinance would amend Chapters 9-103 (Marijuana Businesses) and 9-04 (Definitions) of Title 9 (Zoning and Subdivisions) of the LHMC to permit the limited personal cultivation of nonmedical marijuana, as required by Proposition 64. Revisions to existing Chapters 9-103 and 9-04 are recommended in response to voter approval of Proposition 64 – the Control, Regulate, and Tax Adult Use of Marijuana Act, which legalized the recreational use of marijuana in California for persons twenty-one (21) years of age or older, and authorized the limited personal cultivation by such persons of not more than six (6) marijuana plants inside a person's private residence, inside an accessory structure to a person's private

Zoning Text Amendment No. 2-17-3793, an Amendment to the Municipal Code to Permit the Limited Person
March 14, 2017
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residence, or outdoors upon the grounds of a person's private residence.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Section 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 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. The proposed zoning code text amendment modifies several terms within the City's Zoning Code to conform to Proposition 64 while maintaining the existing ban on all marijuana-related uses to the extent permitted by law.

FISCAL IMPACT:

There is no Fiscal Impact to the City resulting from adoption of an Ordinance amending Title 9 of the LPMC to permit the limited personal cultivation of marijuana inside a person's private residence, inside an accessory structure to a person's private residence, or outdoors upon the grounds of a person's private residence in accordance with Proposition 64.

ATTACHMENTS:

- ATTACH 1 - Draft Ordinance
- ATTACH 2 - Draft Ordinance (with changes shown)

ORDINANCE NO. 2017 -

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. 2-17-3792 AMENDING CHAPTERS 9-103 (MARIJUANA BUSINESSES) AND 9-04 (DEFINITIONS) OF TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO PERMIT THE LIMITED PERSONAL CULTIVATION OF MARIJUANA INSIDE A PERSON'S PRIVATE RESIDENCE, INSIDE AN ACCESSORY STRUCTURE TO A PERSON'S PRIVATE RESIDENCE, OR OUTDOORS UPON THE GROUNDS OF A PERSON'S PRIVATE RESIDENCE IN ACCORDANCE WITH STATE LAW

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, On December 10, 2013, the City Council of the City of Laguna Hills adopted Ordinance No. 2013-2, which amended Title 9 of the LHMC to prohibit medical marijuana dispensaries in all zoning districts within the City; and

WHEREAS, Effective January 1, 2016, the Medical Marijuana Regulation and Safety Act (MMRSA) established a comprehensive regulatory and licensing framework for the operation of marijuana businesses within the State of California. The MMRSA confirmed the authority of cities to control uses of land within their respective jurisdictions and specifically, to regulate or prohibit marijuana businesses; and

WHEREAS, On September 13, 2016, the City Council of the City of Laguna Hills adopted Ordinance No. 2016-4, which amended Title 9 of the LHMC (Zoning and Subdivisions) in accordance with the MMRSA to update clarify, and provide more specificity to the City's ban on marijuana businesses in all zoning districts within the City; and

WHEREAS, On November 8, 2016, California voters approved Proposition 64 – the Control, Regulate, and Tax Adult Use of Marijuana Act, which legalized the recreational (non-medical) use of marijuana in California for persons twenty one (21) years of age or older and authorized the limited personal cultivation by such persons of not more than six (6) marijuana plants inside a person's private residence, inside an accessory structure to a person's private residence, or outdoors upon the grounds of a person's private residence; and

WHEREAS, This Ordinance updates Title 9 of the LHMC to exempt the limited personal cultivation of marijuana from the City's existing ban on marijuana businesses in all zoning districts as required by Proposition 64 and clarifies, confirms and provides greater specificity to the City's existing land use provisions which do not allow marijuana dispensaries or marijuana businesses within any zoning district in the City; and

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC; and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on March 14, 2017.

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

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

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines 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 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-103 (Marijuana Businesses), Section 9-103.020 (Definitions), is hereby amended by revising the definitions for "Marijuana", "Marijuana business", "Marijuana cultivation site" and "Marijuana dispensary" and by adding definitions for "Personal cultivation of marijuana" and "Private residence" to read as follows:

9-103.020 Definitions.

"Marijuana" shall have the same meaning as is defined by Health & Safety Code section 11018 and the term "cannabis" as that term is defined by California Business & Professions Code section 19300.5(f). If the definition under State law is amended, the City's definition shall be as amended. "Marijuana" shall also mean any "cannabinoid" as defined by Business & Professions Code section 19300.5(e), "cannabis concentrate" as defined by Business & Professions Code section 19300.5(g), "edible cannabis product" as defined by Business & Professions Code section 19300.5(s), "manufactured cannabis" as defined by Business & Professions Code section 19300.5(ac), "medical cannabis" as defined by Business & Professions Code section 19300.5(af), and "topical cannabis" as defined by Business & Professions Code section 19300.5(al), as those sections exist as of January 1, 2016 or as amended thereafter.

"Marijuana business" shall mean any activity, whether or not carried out for commercial gain, which involves cultivation, possession, manufacture, processing, storage, laboratory testing, labeling, transportation, distribution, or sale of marijuana or any marijuana-infused products. This definition shall include any of the foregoing activities conducted by or on behalf of a qualified patient or the primary caregiver of a qualified patient. All references in this chapter to "marijuana business" shall be synonymous with "marijuana dispensary," "mobile marijuana dispensary," and "marijuana cultivation site," which are defined in this section. The term "marijuana business" shall not include "personal cultivation of marijuana," as defined in this section.

"Marijuana cultivation site" shall mean any location, whether indoor or outdoor, where marijuana is planted, grown, harvested, dried, cured, graded, or trimmed, or upon which all or any combination of those activities occurs. The term "marijuana cultivation site" shall not include "personal cultivation of marijuana," as defined in this section.

"Marijuana dispensary" shall mean any dispensary, facility, cooperative, club, individual, business, group, collective, establishment or other association with a storefront or mobile retail outlet where marijuana, in any form, whether for medical, recreational, or any other purpose, is transferred to any person, firm, corporation, association, club, society, or other organization, regardless of whether that activity is undertaken on a for-profit or non-profit basis, or any combination thereof, and regardless of whether the activity is for compensation or is gratuitous.

"Personal cultivation of marijuana" shall mean the possession, planting, cultivation, harvesting, drying, or processing of not more than six (6) living marijuana plants and possession of the marijuana produced by the plants by persons twenty one (21) years of age or older inside a person's private residence, inside an accessory structure to a person's private residence located upon the grounds of a person's private residence that is fully enclosed and secure, or outdoors upon the grounds of a person's private residence (e.g., in an outdoor garden area) as authorized by Health and Safety Code Sections 11362.1 and 11362.2, as may be amended, and subject to the following limitations: (a) not more than six (6) living plants may be planted, cultivated, harvested, dried, or processed within a person's single private residence, inside an accessory structure to a person's private residence that is fully enclosed and secure, or outdoors upon the grounds of a person's private residence, at one time; and (b) the living plants and any marijuana produced by the plants in excess of 28.5 grams shall be in a locked space, and shall not be visible by normal unaided vision from a public place.

"Private residence" shall have the same meaning as is defined by Health & Safety Code section 11362.2(b)(5) (i.e., a house, an apartment unit, a mobile home, or similar dwelling), as may be amended.

SECTION 4. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-04 (Definitions), Section 9-04.130 ("M" Definitions), is hereby amended by revising the definition for "Marijuana business" to read as follows:

"Marijuana business" means any activity, whether or not carried out for commercial gain, which involves cultivation, possession, manufacture, processing, storage, laboratory testing, labeling, transportation, distribution, or sale of marijuana or any marijuana-infused products. This definition shall include any of the foregoing activities conducted by or on behalf of a qualified patient or the primary caregiver of a qualified patient. All references in this section to "marijuana business" shall be synonymous with "marijuana dispensary," "mobile marijuana dispensary," and "marijuana cultivation site," which are defined in Chapter 9-103. The term "marijuana business" shall not include "personal cultivation of marijuana," as defined in Chapter 9-103.

SECTION 5. This Ordinance shall take effect on _____, 2017, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 6. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 7. 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 8. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2017.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2017, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. __-__-____ AMENDING CHAPTERS 9-103 (MARIJUANA BUSINESSES) AND 9-04 (DEFINITIONS) OF TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO PERMIT THE LIMITED PERSONAL CULTIVATION OF MARIJUANA INSIDE A PERSON'S PRIVATE RESIDENCE, INSIDE AN ACCESSORY STRUCTURE TO A PERSON'S PRIVATE RESIDENCE, OR OUTDOORS UPON THE GROUNDS OF A PERSON'S PRIVATE RESIDENCE IN ACCORDANCE WITH STATE LAW

on the _____ day of _____ 2017, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2017, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

ORDINANCE NO. 2017 -

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. 2-17-3793 AMENDING CHAPTERS 9-103 (MARIJUANA BUSINESSES) AND 9-04 (DEFINITIONS) OF TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO PERMIT THE LIMITED PERSONAL CULTIVATION OF MARIJUANA INSIDE A PERSON'S PRIVATE RESIDENCE, INSIDE AN ACCESSORY STRUCTURE TO A PERSON'S PRIVATE RESIDENCE, OR OUTDOORS UPON THE GROUNDS OF A PERSON'S PRIVATE RESIDENCE IN ACCORDANCE WITH STATE LAW

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, On December 10, 2013, the City Council of the City of Laguna Hills adopted Ordinance No. 2013-2, which amended Title 9 of the LHMC to prohibit medical marijuana dispensaries in all zoning districts within the City; and

WHEREAS, Effective January 1, 2016, the Medical Marijuana Regulation and Safety Act (MMRSA) established a comprehensive regulatory and licensing framework for the operation of marijuana businesses within the State of California. The MMRSA confirmed the authority of cities to control uses of land within their respective jurisdictions and specifically, to regulate or prohibit marijuana businesses; and

WHEREAS, On September 13, 2016, the City Council of the City of Laguna Hills adopted Ordinance No. 2016-4, which amended Title 9 of the LHMC (Zoning and Subdivisions) in accordance with the MMRSA to update clarify, and provide more specificity to the City's ban on marijuana businesses in all zoning districts within the City; and

WHEREAS, On November 8, 2016, California voters approved Proposition 64 – the Control, Regulate, and Tax Adult Use of Marijuana Act, which legalized the recreational (non-medical) use of marijuana in California for persons twenty one (21) years of age or older and authorized the limited personal cultivation by such persons of not more than six (6) marijuana plants inside a person's private residence, inside an accessory structure to a person's private residence, or outdoors upon the grounds of a person's private residence; and

WHEREAS, This Ordinance updates Title 9 of the LHMC to exempt the limited personal cultivation of marijuana from the City's existing ban on marijuana businesses in all zoning districts as required by Proposition 64 and clarifies, confirms and provides greater specificity to the City's existing land use provisions which do not allow marijuana dispensaries or marijuana businesses within any zoning district in the City; and

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC; and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on [REDACTED], 2017.

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

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

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines 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 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-103 (Marijuana Businesses), Section 9-103.020 (Definitions), is hereby amended by revising the definitions for "Marijuana", "Marijuana business", "Marijuana cultivation site" and "Marijuana dispensary" and by adding definitions for "Personal cultivation of marijuana" and "Private residence" to read as follows (additions shown in ***bold/italics***, deletions shown in ~~strikethrough~~):

9-103.020 Definitions.

"Marijuana" shall have the same meaning as ***is defined by Health & Safety Code section 11018 and*** the term "cannabis" as that term is defined by California Business & Professions Code section 19300.5(f) ~~[effective January 1, 2016]~~. If the definition under State law is amended, the City's definition shall be as amended. "Marijuana" shall also mean any "cannab***in***oid" as defined by Business & Professions Code section 19300.5(e), "cannabis concentrate" as defined by Business & Professions Code section 19300.5(g), "edible cannabis product" as defined by Business & Professions Code section 19300.5(s), "manufactured cannabis" as defined by Business & Professions Code section 19300.5(ac), "medical cannabis" as defined by Business & Professions Code section 19300.5(af), and "topical cannabis" as defined by Business & Professions

Code section 19300.5(al), as those sections exist as of January 1, 2016 or as amended thereafter.

"Marijuana business" shall mean any activity, whether or not carried out for commercial gain, which involves cultivation, possession, manufacture, processing, storage, laboratory testing, labeling, transportation, distribution, or sale of marijuana or any marijuana-infused products. This definition shall include any of the foregoing activities conducted by or on behalf of a qualified patient or the primary caregiver of a qualified patient. All references in this chapter to "~~marijuana business,~~" "~~marijuana-related business,~~" or "~~marijuana dispensary~~" shall be synonymous with "medical-marijuana dispensary," "mobile marijuana dispensary," and "marijuana cultivation site," which are defined in this section. ***The term "marijuana business" shall not include "personal cultivation of marijuana," as defined in this section.***

"Marijuana cultivation site" shall mean any location, whether indoor or outdoor, where marijuana is planted, grown, harvested, dried, cured, graded, or trimmed, or upon which all or any combination of those activities occurs. ***The term "marijuana cultivation site" shall not include "personal cultivation of marijuana," as defined in this section.***

"Marijuana dispensary" shall mean any dispensary, facility, cooperative, club, individual, business, group, collective, establishment or other association with a storefront or mobile retail outlet where marijuana, in any form, ***whether for medical, recreational, or any other purpose***, is transferred to any person, firm, corporation, association, club, society, or other organization, regardless of whether that activity is undertaken on a for-profit or non-profit basis, or any combination thereof, and regardless of whether the activity is for compensation or is gratuitous.

"Personal cultivation of marijuana" shall mean the possession, planting, cultivation, harvesting, drying, or processing of not more than six (6) living marijuana plants and possession of the marijuana produced by the plants by persons twenty one (21) years of age or older inside a person's private residence, inside an accessory structure to a person's private residence located upon the grounds of a person's private residence that is fully enclosed and secure, or outdoors upon the grounds of a person's private residence (e.g., in an outdoor garden area) as authorized by Health and Safety Code Sections 11362.1 and 11362.2, as may be amended, and subject to the following limitations: (a) not more than six (6) living plants may be planted, cultivated, harvested, dried, or processed within a person's single private residence, inside an accessory structure to a person's private residence that is fully enclosed and secure, or outdoors upon the grounds of a person's private residence, at one time; and (b) the living plants and any marijuana produced by the plants in excess of 28.5 grams shall be in a locked space, and shall not be visible by normal unaided vision from a public place.

"Private residence" shall have the same meaning as is defined by Health & Safety Code section 11362.2(b)(5) (i.e., a house, an apartment unit, a mobile home, or similar dwelling), as may be amended.

SECTION 4. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-04 (Definitions), Section 9-04.130 ("M" Definitions), is hereby amended by revising the definition for "Marijuana business" to read as follows (additions shown in ***bold/italics***, deletions shown in ~~strike through~~):

"Marijuana business" means any activity, whether or not carried out for commercial gain, which involves cultivation, possession, manufacture, processing, storage, laboratory testing, labeling, transportation, distribution, or sale of marijuana or any marijuana-infused products. This definition shall include any of the foregoing activities conducted by or on behalf of a qualified patient or the primary caregiver of a qualified patient. All references in this section to "marijuana business," ~~"marijuana-related business," or "marijuana dispensary"~~ shall be synonymous with "medical-marijuana dispensary," "mobile marijuana dispensary," and "marijuana cultivation site," which are defined in Chapter 9-103. ***The term "marijuana business" shall not include "personal cultivation of marijuana," as defined in Chapter 9-103.***

SECTION 5. This Ordinance shall take effect on _____, 2017, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 6. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 7. 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 8. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2017.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2017, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. ____-____-____ AMENDING CHAPTERS 9-103 (MARIJUANA BUSINESSES) AND 9-04 (DEFINITIONS) OF TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO PERMIT THE LIMITED PERSONAL CULTIVATION OF MARIJUANA INSIDE A PERSON'S PRIVATE RESIDENCE, INSIDE AN ACCESSORY STRUCTURE TO A PERSON'S PRIVATE RESIDENCE, OR OUTDOORS UPON THE GROUNDS OF A PERSON'S PRIVATE RESIDENCE IN ACCORDANCE WITH STATE LAW

on the _____ day of _____ 2017, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2017, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

CITY OF LAGUNA HILLS MEMORANDUM

DATE: March 14, 2017

TO: Mayor Sedgwick and City Council Members

FROM: David Chantarangsu, Community Development Director

SUBJECT: CITY COUNCIL AGENDA ITEM NO. 5.2 – ZONING TEXT AMENDMENT NO. 2-17-3793, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, TO PERMIT THE LIMITED PERSONAL CULTIVATION OF MARIJUANA INSIDE A PERSON'S PRIVATE RESIDENCE, INSIDE AN ACCESSORY STRUCTURE TO A PERSON'S PRIVATE RESIDENCE, OR OUTDOORS UPON THE GROUNDS OF A PERSON'S PRIVATE RESIDENCE IN ACCORDANCE WITH STATE LAW

After the staff report was published, staff received confirmation from the City of Laguna Niguel that no permit is required for personal indoor cultivation of marijuana within city limits.

The table referenced in the staff report is revised as follows:

City	Personal Outdoor Cultivation	Personal Indoor Cultivation
Aliso Viejo	Prohibited	Permit Required
Laguna Niguel	Prohibited	No Permit Required
Laguna Woods	No Action	No Action
Lake Forest	Prohibited	No Permit Required
Mission Viejo	Prohibited	No Permit Required
San Clemente	Prohibited	No Permit Required
San Juan Capistrano	Prohibited	Permit Required



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018

TO: Mayor and Council Members

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

ISSUE: Lake Forest Drive Traffic Signal Synchronization Project Grant Application

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, approving the submittal of Traffic Signal Synchronization Program projects to the Orange County Transportation Authority for funding under the Competitive Measure M2 Regional Transportation Signal Synchronization Program for Lake Forest Drive."

SUMMARY:

In response to an Orange County Transportation Authority (OCTA) call for projects for traffic signal synchronization, the City of Lake Forest is leading a grant application submittal for signal synchronization of Lake Forest Drive from Portola Parkway in Lake Forest to Hidden Canyon in Irvine, including four traffic signals managed by the City of Laguna Hills. In all, the project proposes to enhance the signal synchronization of 24 traffic signals along this route. For a very modest cost, if the grant application is successful, the City's traffic signals will be upgraded and retimed for improved traffic flow. To meet the grant application requirements, the adoption of the attached Resolution is required. If funded, the project will be implemented next fiscal year.

BACKGROUND:

Measure M-2 authorizes agencies to submit grant applications for traffic signal synchronization on a corridor basis on a three-year return cycle. The next arterial highway in our jurisdiction eligible for this work is Lake Forest Drive. In concert with the cities of Lake Forest and Irvine, a grant application has been prepared, with the City of

Lake Forest Drive Traffic Signal Sync Grant Application

November 13, 2018

Page 2

Lake Forest as the lead agency, to synchronize 24 traffic signals along the entirety of this route. The proposed project will allow the City of Laguna Hills to upgrade our four traffic signals along this route at Del Lago Drive, Moulton Parkway, Mill Creek Drive and Santa Vittoria Drive. The upgrades will include count-down and audible pedestrian crossing indications at each location along with the signal timing improvements.

The Lake Forest Drive Traffic Signal Synchronization project will run from Portola Parkway in Lake Forest to Hidden Canyon in Irvine and cross the I-5 Freeway. Coordination with Caltrans will also be included in this project.

The grant funding application for this project is attached. The OCTA requires that each agency associated with a grant application approve and submit a supporting resolution, also attached. If this grant application is successful, the project will be implemented next fiscal year.

CEQA FINDINGS:

If the grant is issued, the lead agency will address the CEQA requirements, if any.

FISCAL IMPACT:

The Lake Forest Drive TSSP has a total estimated cost of \$2,025,000 of which the City of Laguna Hills cash share is estimated to be \$28,000. A minor additional contribution to cover coordination with the two Caltrans signals at the I-5 may also be needed. Funds for the Laguna Hills share of the work will be included in the next fiscal year capital improvement program budget for Traffic Signal Improvements, CIP No. 168.

ATTACHMENTS:

- Resolution
- Application 2018 Lake Forest Dr

RESOLUTION NO. 2018-11-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE SUBMITTAL OF TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM PROJECTS TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRANSPORTATION SIGNAL SYNCHRONIZATION PROGRAM FOR LAKE FOREST DRIVE

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

WHEREAS, the Measure M2 Regional Traffic Signal Synchronization Program targets over 2,000 signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions; and

WHEREAS, the City of Laguna Hills has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive revenues as part of Measure M2; and

WHEREAS, the City of Laguna Hills has currently adopted a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and

WHEREAS, the CITY must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the CITY authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and

WHEREAS, the City of Laguna Hills will provide matching funds for each project as required by the Comprehensive Transportation Funding Programs Procedures Manual; and

WHEREAS, the City of Laguna Hills will not use Measure M funds to supplant Developer Fees or other commitments; and

WHEREAS, the City of Laguna Hills desires to implement multi-jurisdictional signal synchronization program projects in partnership with adjacent agencies.

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

SECTION 1. The City Council of the City of Laguna Hills hereby requests the Orange County Transportation Authority allocate funds in the amounts specified in the funding application from the Transportation Signal Synchronization Program. Said funds shall be matched by funds from said City as required and shall be used as supplemental funding to aid the City in signal synchronization along Lake Forest Drive.

PASSED, APPROVED, AND ADOPTED this 13th day of November 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-11-13-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 13th day of November 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

FY 2019 Call for Projects

Regional Traffic Signal Synchronization Program

Project P

Supplemental Application

Lake Forest Drive

10/18/2018

Applicant Agency: City of Lake Forest

Contact Name: Dave Rogers

Contact Number: 949-461-3485

Contact Email: DRogers@lakeforestca.gov

Attachment: Application 2018 Lake Forest Dr (1716 : Lake Forest Drive Traffic Signal Sync Grant Application)

Lake Forest Drive

Project P Regional Traffic Signal Synchronization Program Application Checklist

Project P Application Checklist		Page
RTSSP Online Application – submitted through OCFundTracker		
1. Vehicle Miles Traveled		
2. Benefic Cost Ratio		
3. Project Characteristics		
4. Transportation Significance		
5. Maintenance of Effort		
6. Project Scale		
7. Number of Jurisdictions		
8. Current Project Readiness		
9. Funding Over-Match		
10. Cabinet photos, equipment specifications, as-built drawings, cabinet drawings, etc. (if OCTA-Led)		
Section 1: Key Technical Information		Online
a. Project Corridor Limits		Flashdrive
b. Designation of the corridor to synchronize: Signal Synchronization Network corridor or Master Plan of Arterial Highways corridor		
c. Project start date and end date, including any commitment to operate signal synchronization beyond the three year grant period		
d. Signalized intersections that are part of the project		
e. Traffic Forum members		
Section 2: Lead agency		1
Section 3: Resolutions of support from the project's Traffic Forum members		1
Section 4: Preliminary plans for the proposed project by task (detail below)		1
The plans shall include details about both phases of the project: <u>Primary Implementation (PI)</u> and the <u>Ongoing Maintenance and Operations (O & M)</u> . The plan should be organized using the following setup.		
<u>Primary Implementation</u> shall include details about the following:		
Task 1: Project Administration (required)		
Task 2: Data Collection (required)		
Task 3: Field Review and Plans Specifications and Estimates (required)		
Task 4: Corridor "Before" Study (required)		
Task 5: Signal Timing Optimization and Implementation (required)		
Task 6: Corridor "After" Study (required)		
Task 7: Synchronization System Construction (required)		
Task 8: Project Report (required)		
Task 9: On-going Operations and Maintenance (required)		
<u>Ongoing Maintenance and Operations (O&M)</u> shall begin after the <u>Primary Implementation</u> of the project is completed. It shall include details about the following:		
a. Monitoring and improving optimized signal timing (required)		
b. Communications and detection support (optional)		
c. O&M Final Memorandum (required)		
Section 5: Funding Needs/Costs for Proposed Project by Task		Pg. 4-5
a. Table I: Summary of Improvements		
b. Table II: Detailed Improvement Breakdown		
Section 6: Project schedule for the 3 year grant period by task		Pg. 6
Section 7: Matching funds		
Section 8: Environmental clearances and other permits		
Section 9: Calculations used to develop selection criteria inputs		
Section 10: Any additional information deemed relevant by the applicant		
Appendices		

Attachment: Application 2018 Lake Forest Dr (1716 : Lake Forest Drive Traffic Signal Sync Grant Application)

Lake Forest Drive

SECTION 1: KEY TECHNICAL INFORMATION

- a. The proposed project will synchronize Lake Forest Drive from Portola Parkway to Ramano/Hidden Canyon. The project includes twenty-seven (27) signals over seven and one-half (7.5) miles. **Figure 1** shows the project area.

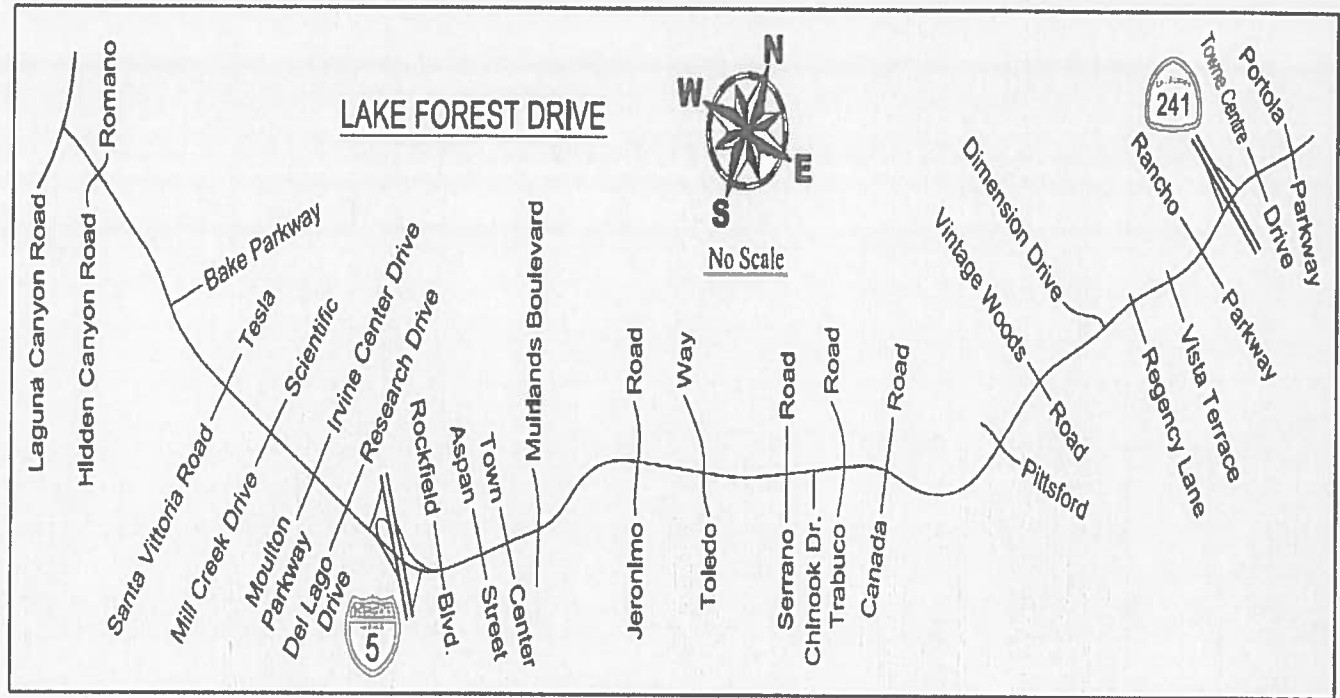


Figure 1: Signalized intersection and proposed project limits.

- b. Designation of the corridor to synchronize:

- ☐ Master Plan of Arterial Highways Corridor
☒ Signal Synchronization Network Corridor

- c. Project Start Date: 1-Jul-20 Project End Date: 30-Jun-23

All agencies commit to operate signal synchronization **BEYOND** the three year grant period for:

- ☒ Zero Years ☐ One Year ☐ Two Years ☐ Three Years ☐ Other

- d. Signalized intersections that are part of the project:

City of Lake Forest

1. Lake Forest Dr @ Portola Pkwy
2. Lake Forest Dr @ Towne Centre Dr
3. Lake Forest Dr @ SR-241 NB On-Ramp
3. Lake Forest Dr @ SR-241 NB On-Ramp
5. Lake Forest Dr @ Rancho Pkwy
6. Lake Forest Dr @ Vista Terrace
7. Lake Forest Dr @ Regency Lane
8. Lake Forest Dr @ Dimension Dr
9. Lake Forest Dr @ Vintage Woods
10. Lake Forest Dr @ Pittsford Dr
11. Lake Forest Dr @ Canada/Newvale
12. Lake Forest Dr @ Trabuco Rd
13. Lake Forest Dr @ Chinook Dr
14. Lake Forest Dr @ Serrano Rd
15. Lake Forest Dr @ Toledo Way

16. Lake Forest Dr @ Jeronimo Rd
17. Lake Forest Dr @ Muirlands Blvd
18. Lake Forest Dr @ Lake Forest Town Center Dr
19. Lake Forest Dr @ Aspan St
20. Lake Forest Dr @ Rockfield Blvd
21. Lake Forest Dr @ I-5 Ramp

City of Laguna Hills

22. Lake Forest Dr @ Del Lago/Research
23. Lake Forest Dr @ Moulton Pkwy
24. Lake Forest Dr @ Mill Creek
25. Lake Forest Dr @ Sta. Vittoria

City of Irvine

26. Lake Forest Dr @ Bake Pkwy
27. Lake Forest Dr @ Ramano/Hidden Canyon

Lake Forest Drive

e.

Traffic Forum members:

Lake Forest
Laguna Hills
Irvine

Lake Forest Drive

SECTION 2: LEAD AGENCY

☐ City of _____ will be the lead agency

☐ County of Orange will be the lead agency

☒ OCTA is requested to be the lead agency and the following items **SHALL** be included as part of this application either by CD/DVD/flash drive or uploaded to OCFundtracker:

1. Available as-built for entire project corridor
2. Cabinet photos
3. Cabinet drawings
4. Current City Specifications, including, but not limited to:
 - a. Cabinet specifications (Specify type and # of detector racks and other specific requirements desired)
 - b. Controller preferences (e.g. Cobalt w/o touch screen running ASC/3 firmware)
 - c. Ethernet switch preferences (Specify # of ports needed)
 - d. CCTV preferences
 - e. Video detection preferences
 - f. Fiber strand count (regular or armored), length of drop cable
 - g. Pullbox preferences (e.g. #6 or 6E; concrete or Fiberlyte; etc.)
 - h. Other specific requirements by the Agencies, such as Video inspection, etc.
1. Not sure these exist, but will look anyway.
3. Completed. On flash drive.
4. Only supplying prints for cabinets to be replaced. If available. If not available, I will furnish intersection diagram with phasing and schedule.
6. a. All Cities Cabinet Specifications on flash drive.
- b. Econolite Cobalt FSK card and datakey. No touch screen.
 - a. Actelis ethernet switches ML600 series for fiber optic and/or copper cables. 4 port minimum.
 - b. Not used by city.
 - c. Not used by city.
 - d. Backbone 72s SM non-armored cable. Lateral 12s SM non-armored cable. Drop cable length varies depending on splice point. 10 to 150 ft.
 - e. #6E Fiberlyte with hold down bolts unless otherwise noted on construction plans.
 - f. New cabinet print review required before cabinet construction. Inspection of new cabinet prior to release to

SECTION 3: RESOLUTIONS OF SUPPORT

Attached are Resolutions of Support from the City's of Irvine (signed), Laguna Hills (Draft), and Lake Forest (Draft). As soon as the remaining signed copies are available they will be provided to OCTA of inclusion into the application.

Lake Forest Drive

SECTION 4: PRELIMINARY PLANS FOR THE PROJECT

Primary Implementation (PI)

The Primary Implementation phase will last approximately one year and include the following elements:

Task 1: Project Administration

OCTA will lead the project using contracted consultant staff to optimize signal synchronization timing along the El Toro Road corridor. OCTA shall perform normal day to day project administration duties. Local agency staff will perform local project administration duties. Project budget shall include time and funding for agency outreach and coordination.

Task 2: Data Collection

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

Task 3: Field Review and Plans Specifications, and Estimates

OCTA will use qualified traffic engineering consultants to complete the engineering design of the fiber upgrade and communications for the project. The Consultant will review the geometric layout, existing traffic signal equipment, and signal synchronization related infrastructure to identify any deficiencies for each intersection and along the whole corridor/route. The review shall include an assessment of the existing intersection geometry, traffic conditions, traffic signal control equipment, and telemetry/interconnect facilities along the corridor and of each intersection using observation, available as-built plans, consultation with the local AGENCIES, and Party supplied aerial photos. With permission of the local AGENCIES, CONSULTANT shall inspect the interior of each traffic control cabinet, inspect the telemetry systems and determine their respective condition and make recommendations for equipment upgrades.

Task 4: Corridor "Before" Study

OCTA will use qualified traffic engineering consultants to conduct "before" floating car travel runs prior to timing implementation. The Consultant will conduct a 'Before' field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE's will likely include traffic flow, travel time, average speed, number of stops per mile, number of intersections traversed on green vs. stopped by red (Greens per Red) (note: Average Speed, Stops per Mile, and Greens per Red are the new OCTA MOE, Corridor Synchronization Performance Index (CSPI)), fuel consumption reduction, pollution reduction, and other pertinent items.

Task 5: Signal Timing Optimization and Implementation

Synchronization will be inter-jurisdictional in nature. All existing traffic patterns, flows, and conditions will be taken into account. Synchronized timing will be developed for the AM Peak, PM Peak, Mid-day Peak and Weekend Peak. Special generators such as schools and businesses along with cross street traffic will be considered as part of the project. Timing plans will be developed that assist traffic in getting to its destination without regard to physical or political boundaries. Signal timing only will be developed and provided to Caltrans for implementation at their ramps.

Task 6: Corridor "After" Study

OCTA will use qualified traffic engineering consultants to conduct "after" floating car travel runs after timing implementation. The Consultant will conduct an 'After' field study representative of the times and days for which synchronization plans will be developed. The 'After' study must be conducted in the same manner and contain the same MOE's as the 'Before' study in order to evaluate the improvements of the synchronization plans. MOE's should be compiled for the optimized corridor using the floating car method.

Lake Forest Drive

Task 7: Synchronization System Construction

OCTA will use qualified traffic engineering consultants and contractors to design, procure, and install equipment upgrades based on Section 5. All installations and upgrades will be per the owning agencies' standards. Details of equipment upgrades are tabulated in Tables I and II. Since the agencies have requested OCTA to be the lead on this project, the required documents are included on the accompanied flash drive.

Task 8: Project Report

The contracted consultant will develop a before and after study for the project. This report will be completed after the Primary Implementation is completed and will include the following:

- Introduction/project description: a summary of the project including the purpose, background, and objectives of the project.
- Data collection: a summary of the data collected as part of the effort including the traffic counts, phasing, lane configurations, etc.
- Traffic signal systems improvements: a summary of the implemented traffic signal systems improvements by city.
- Signal timing optimization: a summary of the development and implementation of updated signal timing including the models, selected cycle lengths, intersection groupings, etc.
- Results: the study will contain directional morning, mid-day, evening, and weekend peak periods using travel times, average speeds, green lights to red lights, stops per mile, and the derived corridor synchronization performance index (CSPI) metric. This information shall be collected both before and after any signal timing changes have been made. Additional details based on the Final Report Template will also be included.
- Benefits to cost analysis: project benefits resulting from signal synchronization will be evaluated based on the before and after study results. Savings will be calculated for travel time, fuel consumptions, vehicle maintenance, Greenhouse Gas (GHG) reduction, and a final benefit cost ratio.
- Future signal corridor improvements: recommendations for system and equipment enhancements to improve traffic flow and signal synchronization will be provided.
- Conclusion: a summary of the before and after study and its findings.

Task 9: On-going Maintenance & Operations

The Consultant shall provide "on-call" signal timing support services for a period of two years or 24 months following the implementation and fine – tuning of the final signal timing plans, Task 5, to address any future adjustments that may be needed during this period. Depending on the nature of the adjustment, the Consultant may accomplish the fine-tuning adjustments remotely from the office through the traffic management systems. During this 24-month period the Consultant will be prepared to review any project intersection requested within (24) hours of written notice, including observing and fine-tuning the signal timing. The Consultant will also assist with resolving detection issues along the corridor.

The Consultant will drive the length of the project arterial during all designated corridor synchronization timing plan hours of operation on a monthly basis in order to verify that the synchronization timing is working as designed, and complete any necessary adjustments. Monthly driving times will consist of a full 12-hour weekday and a 4-hour Saturday. All drives shall be documented. A copy, limited to political boundaries, shall also be sent to each agency.

At the end of the 2-year O&M phase, the Consultant shall prepare a memorandum to summarize the O&M phase. It should, at the minimum, include when travel runs were conducted, issues and solutions throughout the phase, and recommendations for future improvements.

Lake Forest Drive

SECTION 5: FUNDING NEEDS/COSTS FOR PROPOSED PROJECT BY TASK**Primary Implementation**

The Primary Implementation will last one year and include the following elements (See Table I and Table II).

INSTRUCTIONS: Be sure to carefully review improvements that may need engineering design or development of specifications prior to construction. For example, the interconnect conduit installation, new service locations, or cabinet foundations. Include this cost in your estimate. Costs associated with Caltrans fees, SCE fees, and/or special inspection requirements should also be included.

Project Tasks	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 50,000.00	\$ 10,000	
Task 2: Data Collection	\$ 11,850.00	\$ 2,370	
Task 3: Field Review and Plans Specifications, and Estimates	\$ 12,150.00	\$ 2,430	
Task 4: Corridor "Before" Study	\$ 14,400.00	\$ 2,880	
Task 5: Signal Timing Optimization and Implementation	\$ 135,000.00	\$ 27,000	
Task 6: Corridor "After" Study	\$ 14,400.00	\$ 2,880	
Task 7: Synchronization System Construction (See Table II)	\$ 1,499,162.00	\$ 299,832	
Task 8: Project Report	\$ 25,000.00	\$ 5,000	
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 57,600.00	\$ 11,520	
Total Project Cost:	\$ 1,819,562.00	\$ 363,912	

Ongoing Operations & Maintenance

Ongoing Operations and Maintenance will last two years and include the following elements. (See *Task 9 Details* below)

Task 9 Details:

Task	Description of Work	Unit Price / Intersection	# of signals	Cost
Monitoring and improving optimized signal timing	Drive monthly and improve timing parameters along 24 signals for 24 months after signal timing and implemented along Lake Forest Drive from Portola Parkway to Romano/Hidden Canyon (@\$70/signal/month)	\$1,680.00	24	\$40,320.00
Communications and detection support	Monitor, maintain, and repair communication and detection along for 24 signals for 24 months after signal timing is implemented along Lake Forest Drive from Portola Parkway to Romano/Hidden Canyon. (@ \$30/signal/month)	\$720.00	24	\$17,280.00
Proposed Ongoing Operations & Maintenance:				\$57,600.00

Total Project Cost (Including PI and O&M for a total of 3 years):

	Total
<i>Total M2 Request:</i>	\$1,455,649.60
<i>Total Agency Match:</i>	\$363,912.00
Total Project Cost:	\$1,819,562.00

TABLE II: SUMMARY OF IMPROVEMENTS

TABLE II: SUMMARY OF IMPROVEMENTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
Location	Agency	Project/Intersections at:	INTERSECTION										CONTROLLERS		CONTROLLER CABINET						COMMUNICATION UPGRADE								ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
			EVP (all directions)	Video Detection System	UPS	GPS	ADA Pushbutton Assembly	Pedestrian Countdown Heads	New Controller	SDLC Cable	New Cabinet with New Foundation	New Cabinet (Reuse existing foundation)	System Detector (PLC)	Advance Detection Loop with New Conduit	Bluetooth Travel Time Unit	CCTV Camera	EE Pullbox and Splice Enclosure	Fiber in New Conduit	Fiber in Existing Conduit	Fiber Distribution Unit (FDU)	Fiber Switch/Ethernet Switch	Patch Panel and Fiber Splicing	Cell Modem	CENTRACS Integration + System Graphics	CENTRACS System License	TMC Workstation																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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Lake Forest Drive

Table II. Breakdown of Costs

Corridor: Lake Forest Drive

Agency: City of Lake Forest

Update: 10/5/2018

Category	System Improvements	Unit	Quantity	Unit Cost	Amount	Sub-total	Intersecti Total	
Intersection:	Lake Forest Drive & Rockfield Blvd							
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800	\$12,200	\$38,600	
	Furnish & Install Econolite Cobalt Controller & TIO Panel and Harness	EA	1	\$4,400	\$4,400			
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000			
Comm Facilities	Furnish & Install Actelis ML 6916E	EA	1	\$4,400	\$4,400	\$4,400		
					\$0			
					\$0			
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000	\$22,000		
					\$0			
					\$0			
Intersection:	Lake Forest Drive & Aspan St							
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800	\$11,800	\$35,000	
	Furnish & Install Econolite Cobalt Controller	EA	1	\$4,000	\$4,000			
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000			
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200	\$1,200		
					\$0			
					\$0			
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000	\$22,000		
					\$0			
					\$0			
Intersection:	Lake Forest Drive & Lake Forest Town Center							
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800	\$11,800	\$35,000	
	Furnish & Install Econolite Cobalt Controller	EA	1	\$4,000	\$4,000			
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000			
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200	\$1,200		
					\$0			
					\$0			
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000	\$22,000		
					\$0			
					\$0			
Intersection:	Lake Forest Drive & Muirlands Blvd							
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800	\$12,200	\$38,600	
	Furnish & Install Econolite Cobalt Controller & TIO Panel and Harness	EA	1	\$4,400	\$4,400			
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000			
Comm Facilities	Furnish & Install Actelis ML 6916E	EA	1	\$4,400	\$4,400	\$4,400		
					\$0			
					\$0			
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000	\$22,000		
					\$0			
					\$0			
Intersection:	Lake Forest Drive & Jeronimo Rd							
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800	\$12,200	\$38,600	
	Furnish & Install Econolite Cobalt Controller & TIO Panel and Harness	EA	1	\$4,400	\$4,400			
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000			
Comm Facilities	Furnish & Install Actelis ML 6916E	EA	1	\$4,400	\$4,400	\$4,400		
					\$0			
					\$0			
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000	\$22,000		
					\$0			
					\$0			
Intersection:	Lake Forest Drive & Toledo Way							
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800	\$37,800	\$61,000	
	Furnish & Install New TS2 Type 2 P44 Cabinet on existing foundation	EA	1	\$30,000	\$30,000			
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000			
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200	\$1,200		
					\$0			
					\$0			
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000	\$22,000		
					\$0			
					\$0			
Intersection:	Lake Forest Drive & Serrano Road							
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800	\$11,800	\$35,000	
	Furnish & Install Econolite Cobalt Controller	EA	1	\$4,000	\$4,000			
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000			
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200	\$1,200		
					\$0			
					\$0			
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000	\$22,000		
					\$0			
					\$0			
Intersection:	Lake Forest Drive & Chinook Drive							
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800	\$11,800	\$35,000	
	Furnish & Install Econolite Cobalt Controller	EA	1	\$4,000	\$4,000			
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000			
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200	\$1,200		
					\$0			
					\$0			

Attachment: Application 2018 Lake Forest Dr (1716 : Lake Forest Drive Traffic Signal Sync Grant Application)

Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000	\$22,000	
					\$0		
					\$0		
Intersection:	Lake Forest Drive & Trabuco Road						
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800		
	Furnish & Install Econolite Cobalt Controller & TIO Panel and Harness	EA	1	\$4,400	\$4,400	\$12,200	
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000		
Comm Facilities	Furnish & Install Actelis ML 6916E	EA	1	\$4,400	\$4,400		\$38,600
					\$0	\$4,400	
					\$0		
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000		
					\$0	\$22,000	
					\$0		
Intersection:	Lake Forest Drive & Canada/Newvale						
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800		
	Furnish & Install Econolite Cobalt Controller	EA	1	\$4,000	\$4,000	\$11,800	
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000		
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200		\$35,000
					\$0	\$1,200	
					\$0		
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000		
					\$0	\$22,000	
					\$0		
Intersection:	Lake Forest Drive & Pittsford Drive						
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800		
	Furnish & Install Econolite Cobalt Controller	EA	1	\$4,000	\$4,000	\$11,800	
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000		
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200		\$35,000
					\$0	\$1,200	
					\$0		
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000		
					\$0	\$22,000	
					\$0		
Intersection:	Lake Forest Drive & Vintage Woods						
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800		
	Furnish & Install Econolite Cobalt Controller	EA	1	\$4,000	\$4,000	\$11,800	
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000		
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200		\$35,000
					\$0	\$1,200	
					\$0		
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000		
					\$0	\$22,000	
					\$0		
Intersection:	Lake Forest Drive & Dimension Drive						
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800		
	Furnish & Install Econolite Cobalt Controller	EA	1	\$4,000	\$4,000	\$11,800	
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000		
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200		\$53,000
	Furnish & Install 2" conduit w/#10 tracer wire btw EB Adv. Loop PB & PB on SW corner @ Lake Forest Dr/Forest Ridge Dr	FT	500	\$36	\$18,000	\$19,200	
					\$0		
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000		
					\$0	\$22,000	
					\$0		
Intersection:	Lake Forest Drive & Regency Lane						
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800		
	Furnish & Install Econolite Cobalt Controller	EA	1	\$4,000	\$4,000	\$11,800	
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000		
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200		\$35,000
					\$0	\$1,200	
					\$0		
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000		
					\$0	\$22,000	
					\$0		
Intersection:	Lake Forest Drive & Vista Terrace						
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800		
	Furnish & Install Econolite Cobalt Controller	EA	1	\$4,000	\$4,000	\$11,800	
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000		
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200		\$35,000
					\$0	\$1,200	
					\$0		
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000		
					\$0	\$22,000	
					\$0		
Intersection:	Lake Forest Drive & Rancho Parkway						
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800		
	Furnish & Install Econolite Cobalt Controller & TIO Panel and Harness	EA	1	\$4,400	\$4,400	\$12,200	
	Furnish & Install UPS Cabinet for Myers Unit w/ 4 Batteries	EA	1	\$3,000	\$3,000		
Comm Facilities	Furnish & Install Actelis ML 680DF	EA	1	\$1,200	\$1,200		\$71,400
	Furnish & Install 2" conduit w/#10 tracer wire btw SWC PB & PB on SW corner @ Lake Forest Dr/Skate Park Dr & EB Adv Loop PB @ Lake Forest Dr/Towne Centre Dr.	FT	1000	\$36	\$36,000	\$37,200	
					\$0		
Detection Upgrade	Furnish & Install Wavetronix Radar Detection	EA	1	\$22,000	\$22,000		
					\$0	\$22,000	
					\$0		
Intersection:	Lake Forest Drive & Towne Centre Drive						
Intersection/Field System upgrade	Countdown Ped Heads	EA	8	\$600	\$4,800		
	Furnish & Install Econolite Cobalt Controller & TIO Panel and Harness	EA	1	\$4,400	\$4,400	\$12,200	

Attachment: Application 2018 Lake Forest Dr (1716 : Lake Forest Drive Traffic Signal Sync Grant Application)

Attachment: Application 2018 Lake Forest Dr (1716 : Lake Forest Drive Traffic Signal Sync Grant Application)

Lake Forest

SECTION 8: ENVIRONMENTAL CLEARANCE AND OTHER PERMITS

Environmental clearance and other permits (if needed) will be obtained for this project.

SECTION 9: SELECTION CRITERIA CALCULATIONS

Vehicle Miles Traveled (VMT):

Segment	ADTs	Distance	VMT
Portola Pkwy - Towne Centre Dr	10,100	0.26	2,626
Towne Centre Dr - SR-241 On-Ramp	10,100	0.1	1,010
Sr-241 Off-Ramp - Rancho Pkwy	10,100	0.14	1,414
Rancho Pkwy - Vista Terrace	22,100	0.24	5,304
Vista Terrace - Regency Lane	22,100	0.23	5,083
Regency Lane - Dimension Dr	19,300	0.18	3,474
Dimension Dr - Viintage Woods	19,300	0.45	8,685
Vintage Woods - Pittsford Dr	19,300	0.28	5,404
Pittsford Dr - Canada/Newvale	25,100	0.67	16,817
Canada/Newvale - Trabuco Rd	25,100	0.25	6,275
Trabuco Rd - Chinook Dr	33,800	0.12	4,056
Chinook Dr - Serrano Rd	33,800	0.09	3,042
Serrano Rd - Toledo Way	33,800	0.56	18,928
Toledo Way - Jeronimo Rd	33,500	0.35	11,725
Jeronimo Rd - Muirlands Blvd	32,200	0.61	19,642
Muirlands Blvd - Lake Forest Town Center	36,200	0.13	4,706
Lake Forest Town Center - Aspan St	36,200	0.21	7,602
Aspan St - Rockfield Blvd	36,200	0.19	6,878
Rockfield Blvd - I-5 Ramp	53,200	0.12	6,384
I-5 Ramp - Del Lago	53,200	0.47	25,004
Del Lago - Moulton Pkwy	20,800	0.18	3,744
Moulton Pkwy - Mill Creek	10,300	0.28	2,884
Mill Creek - Santa Vittoria	9,500	0.29	2,755
Santa Vittoria - Bake Pkwy	9,000	0.43	3,870
Bake Pkwy - Romano/Hidden Canyon	9,000	0.62	5,580

Total Project VMT:	7.45	182,892
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Source: 2016 City of Lake Forest, 2016 City of Laguna Hills, and 2016 City of Irvine ADT Counts

Lake Forest Drive

Calculations and Estimated Points	
Criteria (Max Points)	Estimated Points
1. Vehicle Miles Traveled (VMT) (20 points) <u>VMT = 182,892 (See VMT Table)</u>	10
2. Cost Benefit Ratio: (15 points) <u>Calculation for Total Project Cost / VMT = \$1,819,562/182,892 = 9.9</u>	7
3. Project Characteristics: (10 points) <u>New or upgraded communication systems (2); Intersection / field system modernization and replacement (2); new or upgraded detection (1); TMC (4)</u>	9
4. Transportation Significance (10 points) <u>Signal Synchronization Network</u>	5
5. Maintenance of Effort: (5 points) <u>0 years beyond 3 year grant period</u>	0
6. Project Scale: (10 points) a. <u>Number of signals = 27</u> b. <u>Number of signals being synchronized / Total number of corridor signals= 24/24=100%</u>	7
7. Number of Jurisdictions: (20 points) <u>4 Jurisdictions</u>	16
8. Current Project Readiness (10 points) <u>Re-timing of Previous RTSSP project & Project start date within 12- months of approval</u>	10
9. Funding Match: (5 points) <u>\$363,912 / \$1,819,562 = 20%</u>	0
Total Points	64

Attachment: Application 2018 Lake Forest Dr (1716 : Lake Forest Drive Traffic Signal Sync Grant Application)

SECTION 10: DETAILED BREAKDOWN OF COSTS BY AGENCIES

City of Lake Forest

Number of Signals: 21

Project Tasks (Lake Forest)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 36,000.00	\$ 7,200	\$ -
Task 2: Data Collection	\$ 9,216.00	\$ 1,843	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 9,450.00	\$ 1,890	\$ -
Task 4: Corridor "Before" Study	\$ 10,800.00	\$ 2,160	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 104,334.00	\$ 20,867	\$ -
Task 6: Corridor "After" Study	\$ 10,800.00	\$ 2,160	\$ -
Task 7: Synchronization System Construction (See Table II)	\$ 1,359,673.00	\$ 271,935	\$ -
Task 8: Project Report	\$ 18,000.00	\$ 3,600	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 43,200.00	\$ 8,640	\$ -
Total Project Cost:	\$ 1,601,472.00	\$ 320,295	\$ -

City of Laguna Hills

Number of Signals: 4

Project Tasks (Laguna Hills)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 8,000.00	\$ 1,600	\$ -
Task 2: Data Collection	\$ 1,756.00	\$ 351	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 1,800.00	\$ 360	\$ -
Task 4: Corridor "Before" Study	\$ 2,400.00	\$ 480	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 20,444.00	\$ 4,089	\$ -
Task 6: Corridor "After" Study	\$ 2,400.00	\$ 480	\$ -
Task 7: Synchronization System Construction (See Table II)	\$ 88,740.00	\$ 17,748	\$ -
Task 8: Project Report	\$ 4,000.00	\$ 800	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 9,600.00	\$ 1,920	\$ -
Total Project Cost:	\$ 139,140.00	\$ 27,828	\$ -

City of Irvine

Number of Signals: 2

Project Tasks (City of Irvine)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 6,000.00	\$ 1,200	\$ -
Task 2: Data Collection	\$ 878.00	\$ 176	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 900.00	\$ 180	\$ -
Task 4: Corridor "Before" Study	\$ 1,200.00	\$ 240	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 10,222.00	\$ 2,044	\$ -
Task 6: Corridor "After" Study	\$ 1,200.00	\$ 240	\$ -
Task 7: Synchronization System Construction (See Table II)	\$ 50,750.00	\$ 10,150	\$ -
Task 8: Project Report	\$ 3,000.00	\$ 600	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 4,800.00	\$ 960	\$ -
Total Project Cost:	\$ 78,950.00	\$ 15,790	\$ -

Project Summary

X All guidelines were met for this project.

Not all qualifications were met. An explanation of why the guidelines were not met for this project is provided below.

LIST OF CONTACTS

Agency	Phone	Email	Street Address
City of Lake Forest Dave Rogers Traffic Engineering Manager	949-461-3485	drogers@lakeforestca.gov	City of Lake Forest 25550 Commercentre Dr Suite 100 Lake Forest, CA 92630
City of Laguna Hills Kenneth H. Rosenfield Assistant City Manager/Public Services Director	949-707-2655	krosenfield@lagunahillsca.gov	City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653
City of Irvine Mark Ha Supervising Transportation Analyst	949-724-6186	mha@cityofirvine.org	City of Irvine 1 Civic Center Plaza Irvine, CA 92606



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Lease Termination Agreement for the Law Offices of Rick J. Finelli, LLP., a California Limited Liability Partnership, for 24031 El Toro Road, Suite 260, Laguna Hills, California

RECOMMENDATION: That the City Council approve a Lease Termination Agreement for Suite 260 with The Law Offices of Rick J. Finelli, LLP., a California Limited Liability Partnership, for 24031 El Toro Road, Suite 260, Laguna Hills, California, and authorize the City Manager to execute the Agreement.

SUMMARY:

In September 2018, staff received formal notification from The Law Offices of Rick J. Fenelli, LLP., of their desire to terminate the Lease Agreement for Suite 260. The current Lease Agreement began on July 9, 2013, and will expire on May 31, 2020. Staff negotiated a Lease Termination Agreement that includes the following terms:

- The Law Offices of Rick J. Fenelli, LLP., will vacate the premises on or before December 15, 2018.
- A Lease termination fee totaling \$19,324.40 will be paid to the City.
- A holdover rate of \$536.78 per day will apply if the premises are not vacated by December 15, 2018.
- Lease Termination Agreement is contingent on successfully executing a new Lease Agreement between the City and Carno Law Group for Suite 260.

As mentioned above, the Lease Termination Agreement is contingent on successfully

Lease Termination Agreement for the Law Offices of Rick J. Finelli, LLP., for Suite 260
November 13, 2018
Page 2

executing a new lease with Carno Law Group for Suite 260.

Staff is recommending that the City Council approve the attached Lease Termination Agreement and authorize the City Manager to execute the Agreement.

FISCAL IMPACT:

This Lease Termination Agreement is applicable for Suite 260. A Lease termination fee of \$19,324.40 will be paid to the City and the effectiveness of the Lease Termination Agreement is contingent on successfully executing a new Lease for Suite 260 with Carno Law Group.

ATTACHMENTS:

- Lease Termination Agreement with the Law Offices of Rick J. Fenelli, LLP., for Suite 260

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement"), dated as of November 13, 2018 for reference purposes only, is by and between THE CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("Landlord"), on the one hand, and THE LAW OFFICES OF RICK J. FENELLI, LLP, a California limited liability partnership ("Tenant") and RICK J. FENELLI, an individual ("Guarantor"), on the other hand.

Background Facts and Claims. This Agreement is made with reference to the following facts and claims:

(a) Landlord entered into a written lease dated July 9, 2013 ("Lease") with Tenant for the premises located at 24031 El Toro Road, Suite 260, Laguna Hills, California ("Premises"). In connection with the Lease, Guarantor signed a written lease guaranty ("Guaranty"). The term of the Lease ends on May 31, 2020.

(b) Landlord and Tenant have agreed to terminate the Lease prior to the expiration date of the Lease term, on the terms and conditions set forth in this Agreement.

In consideration of the promises made herein, and for other good and valuable consideration, Landlord, on the one hand, and Tenant and Guarantor, on the other hand, agree as follows

1. Tenant shall vacate the Premises on or before December 15, 2018. Subject to the contingencies and payment set forth below, the Lease shall be deemed terminated as of December 15, 2018. Tenant shall remove all of its furniture, equipment and other personal property from the Premises by that date and shall leave the Premises in the condition required by the Lease. Any furniture, equipment or other personal property left in the Premises after

Tenant vacates same may be disposed of by Landlord without notice of any kind to Tenant or Guarantor.

2. Tenant shall pay to Landlord a Lease termination fee in the sum of \$19,324.40 on or before December 1, 2018. Landlord and Tenant shall conduct a walk-through inspection of the Premises on the date that Tenant vacates same and returns possession to Landlord. Tenant's security deposit shall be applied to any damages to the Premises beyond ordinary wear and tear. The balance of the security deposit after such application, if any, shall be refunded to Tenant within ten (10) calendar days of the walk-through inspection date. The Lease shall not terminate if Tenant fails to pay the Lease termination fee.

3. If Tenant fails to vacate the Premises by December 15, 2018, Tenant shall pay holdover daily rent to Landlord at the rate of \$536.78 per day until Tenant does vacate the Premises. If Tenant has not vacated the Premises by December 31, 2018, Landlord may file an unlawful detainer action on or after January 2, 2019, which action shall be based on the expiration of the Lease term. Payment of holdover daily rent per the terms of this paragraph shall not create a month to month holdover tenant between Landlord and Tenant. Regardless of the actual vacate date by Tenant, if prior to December 15, 2018, Tenant shall pay rent to Landlord through the period ending on December 15, 2018.

4. The effectiveness of this Agreement is contingent upon full execution of a lease termination agreement and a new lease by Landlord and Carno Law Group. If those documents are not fully executed by November 13, 2018, Landlord shall have the right to declare this Agreement null and void and of no further force or effect

5. Subject to the terms of this Agreement, Landlord, on the one hand, and Tenant and Guarantor, on the other hand, release and discharge each other and each of their

respective affiliated, subsidiary, and parent entities, successors, assigns, officers, shareholders, directors, employees, agents, management agents, servants, spouses, representatives, partners, limited partners, members and attorneys, and each of them, from any and all claims, debts, and causes of action of whatsoever kind and nature, whether known or unknown, arising out of, or in connection with anything whatsoever done, omitted or suffered to be done prior to the date of this instrument, based on, arising out of, or in connection with the Lease, the Guaranty and/or the Premises.

The foregoing releases extend to all rights of each party under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States, which are hereby expressly waived by each party hereto.

Subject to the matters set forth below, each of the parties to this Agreement waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California. Each party understands that the facts upon which the release is made in this Agreement may hereafter turn out to be other than or different from the facts they know or believe by to be true; and each party hereby accepts and assumes the risk of the facts turning out to be different and agrees that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

Section 1542 of the Civil Code of the State of California reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Each of the parties hereby acknowledges and agrees that nothing contained in this section shall release or discharge it from the rights, duties and obligations assumed under this Agreement. Further, the releases contained herein shall not apply to rights of indemnification with respect to claims, if any, based on third party accidents that occur in or about the Premises on or prior to the date when Tenant returns possession of the Premises to Landlord.

6. Each party represents that it has not heretofore assigned or transferred, or purported to assign or transfer, any claim or right as against another party to any other person not a party hereto and is fully entitled to compromise and settle same.

Each of the parties further agrees to indemnify and hold the other party harmless from and against any claim, debt, liability, demand, obligation, cost, expense, damages, action, or cause of action, including reasonable attorney's fees and costs, incurred, arising out of, or in connection with any such assignment or transfer by such party.

7. All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California. Any suit to interpret or enforce the terms of this Agreement shall be brought only in the County of Orange, State of California, and the parties hereto consent to jurisdiction and venue in such County.

8. In the event suit is instituted to enforce or interpret the terms of this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorney's fees, including attorney's fees in connection with any post-judgment motions and/or on appeal.

9. This Agreement contains the entire agreement and understanding concerning the subject matter hereof as between the parties, and supersedes and replaces all prior

negotiations, proposed agreements and agreements, written or oral. Each of the parties hereto acknowledges that no other party hereto nor any agent or attorney of any such party has made any promise, express or implied, not contained in this Agreement to induce him to execute this Agreement. Each of the parties further acknowledges that it is not executing this instrument in reliance on any promise, representation or warranty not contained in this document.

10. The terms of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

11. Each party hereto represents and warrants that each possesses the authority to enter into this Agreement.

12. If any provision or term of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable for any reason, such determination shall not affect the validity of the remaining provisions or terms.

13. This Agreement may be executed in separate counterparts and shall become effective when such separate counterparts have been exchanged between all of the parties. Facsimile copies and/or photocopies and/or electronically transmitted copies of signatures shall have the same force and effect as original signatures.

WHEREFORE, the parties have executed this Agreement as set forth below.

DATED: _____, 2018

THE CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California

By: _____

Name: _____

Title: City Manager

DATED: _____, 2018

THE LAW OFFICES OF RICK J. FENELLI, LLP
a California limited liability partnership

By: _____
Rick J. Fenelli, Partner

By: _____
Katie Allyson Fenelli, Partner

DATED: _____ 2018

Rick J. Fenelli, an individual



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Lease Termination Agreement for Carno Law Group, a Professional Law Corporation, for 24031 El Toro Road, Suite 210, Laguna Hills, California

RECOMMENDATION: That the City Council approve a Lease Termination Agreement for Suite 210 with Carno Law Group, a professional law corporation, for 24031 El Toro Road, Suite 210, Laguna Hills, California, and authorize the City Manager to execute the Agreement.

SUMMARY:

Staff has negotiated a five-year lease with Carno Law Group, a professional law corporation, for 24031 El Toro Road, Suite 260. This firm has been a long time tenant at the Civic Center and currently occupies Suite 210. The City Council approved the most recent Civic Center Lease with Carno Law Group for Suite 210 at its June 12, 2018, City Council meeting. While the current lease for Suite 210 expires on August 31, 2023, due to a need for additional square footage, Carno Law Group has requested a new Lease Agreement for Suite 260 and termination of the existing Lease Agreement for Suite 210. As a result, staff is recommending that the City Council approve the attached Lease Termination Agreement and authorize the City Manager to execute the Agreement.

Lease Termination Agreement for Carno Law Group for 24031 El Toro Rd, Suite 210
November 13, 2018
Page 2

FISCAL IMPACT:

This Lease Termination Agreement is applicable for Suite 210. Carno Law Group will sign a new Civic Center Lease Agreement for Suite 260, which represents a larger space than the original lease for Suite 210.

ATTACHMENTS:

- Lease Termination Agreement with Carno Law Group for Suite 210

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement"), dated as of November 13, 2018 for reference purposes only, is by and between THE CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("Landlord"), on the one hand, and CARNO LAW GROUP, a professional law corporation ("Tenant"), on the other hand.

Background Facts and Claims. This Agreement is made with reference to the following facts and claims:

(a) Landlord entered into a written lease dated June 12, 2018 ("Lease") with Tenant for the premises located at 24031 El Toro Road, Suite 210, Laguna Hills, California ("Premises").

(b) Tenant wishes to relocate into Suite 260 ("New Premises") and Landlord and Tenant have agreed to terminate the Lease prior to the expiration date of the Lease term, on the terms and conditions set forth in this Agreement. Tenant acknowledges and understands that termination of the Lease, and the effectiveness of this Agreement, is contingent upon full execution of a new lease between Landlord and Tenant for the New Premises, and termination of the existing lease for the tenant currently located in the New Premises, which is the Law Offices of Rick J. Fenelli, LLP.

In consideration of the promises made herein, and for other good and valuable consideration, Landlord, on the one hand, and Tenant, on the other hand, agree as follows

1. Provided that the New Premises are ready for occupancy, Tenant shall vacate the Premises on or before February 28, 2019. Subject to the contingencies set forth below, the Lease shall be deemed terminated as of February 28, 2019. Tenant shall remove all of her

furniture, equipment and other personal property from the Premises by that date and shall leave the Premises in the condition required by the Lease. Any furniture, equipment or other personal property left in the Premises after Tenant vacates same, may be disposed of by Landlord without notice of any kind to Tenant.

2. Tenant's security deposit shall be transferred by Landlord to the new lease for the New Premises.

3. Provided that the New Premises are ready for occupancy, if Tenant fails to vacate the Premises by February 28, 2019, Tenant shall pay holdover daily rent to Landlord at the rate of \$356.00 per day until Tenant vacates the Premises. If Tenant has not vacated the Premises by March 31, 2019, Tenant shall forfeit the tenant improvement allowance set forth in the new lease for the New Premises.

4. The effectiveness of this Agreement is contingent upon full execution of a lease termination agreement by Landlord and the Law Offices of Rick J. Fenelli, LLP, and the new lease by Landlord and Carno Law Group for the New Premises. If those documents are not fully executed by November 13, 2018, Landlord shall have the right to declare this Agreement null and void and of no further force or effect.

5. Subject to the terms of this Agreement, Landlord, on the one hand, and Tenant, on the other hand, release and discharge each other and each of their respective affiliated, subsidiary, and parent entities, successors, assigns, officers, shareholders, directors, employees, agents, management agents, servants, spouses, representatives, partners, limited partners, members and attorneys, and each of them, from any and all claims, debts, and causes of action of whatsoever kind and nature, whether known or unknown, arising out of, or in connection with anything whatsoever done, omitted or suffered to be done prior to the date of this

instrument, based on, arising out of, or in connection with the Lease, the Guaranty and/or the Premises.

The foregoing releases extend to all rights of each party under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States, which are hereby expressly waived by each party hereto.

Subject to the matters set forth below, each of the parties to this Agreement waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California. Each party understands that the facts upon which the release is made in this Agreement may hereafter turn out to be other than or different from the facts they know or believe by to be true; and each party hereby accepts and assumes the risk of the facts turning out to be different and agrees that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

Section 1542 of the Civil Code of the State of California reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Each of the parties hereby acknowledges and agrees that nothing contained in this section shall release or discharge it from the rights, duties and obligations assumed under this Agreement. Further, the releases contained herein shall not apply to rights of indemnification with respect to claims, if any, based on third party accidents that occur in or about the Premises on or prior to the date when Tenant returns possession of the Premises to Landlord.

6. Each party represents that it has not heretofore assigned or transferred, or purported to assign or transfer, any claim or right as against another party to any other person not a party hereto and is fully entitled to compromise and settle same.

Each of the parties further agrees to indemnify and hold the other party harmless from and against any claim, debt, liability, demand, obligation, cost, expense, damages, action, or cause of action, including reasonable attorney's fees and costs, incurred, arising out of, or in connection with any such assignment or transfer by such party.

7. All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California. Any suit to interpret or enforce the terms of this Agreement shall be brought only in the County of Orange, State of California, and the parties hereto consent to jurisdiction and venue in such County.

8. In the event suit is instituted to enforce or interpret the terms of this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorney's fees, including attorney's fees in connection with any post-judgment motions and/or on appeal.

9. This Agreement contains the entire agreement and understanding concerning the subject matter hereof as between the parties, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the parties hereto acknowledges that no other party hereto nor any agent or attorney of any such party has made any promise, express or implied, not contained in this Agreement to induce him to execute this Agreement. Each of the parties further acknowledges that it is not executing this instrument in reliance on any promise, representation or warranty not contained in this document.

10. The terms of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

11. Each party hereto represents and warrants that each possesses the authority to enter into this Agreement.

12. If any provision or term of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable for any reason, such determination shall not affect the validity of the remaining provisions or terms.

13. This Agreement may be executed in separate counterparts and shall become effective when such separate counterparts have been exchanged between all of the parties. Facsimile copies and/or photocopies and/or electronically transmitted copies of signatures shall have the same force and effect as original signatures.

WHEREFORE, the parties have executed this Agreement as set forth below.

DATED: _____, 2018

THE CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California

By: _____

Name: _____

Title: City Manager

DATED: , 2018

CARNO LAW GROUP,
a professional law corporation

By: _____

Anna Maria Carno, President



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Proposed Office Lease with Carno Law Group for 24031 El Toro Road, Suite 260, Laguna Hills, California

RECOMMENDATION: That the City Council approve the lease with Carno Law Group, a professional law corporation, for 24031 El Toro Road, Suite 260, Laguna Hills, California, and authorize the City Manager to execute the Lease.

SUMMARY:

Staff has negotiated a five-year lease with Carno Law Group, a professional law corporation, for 24031 El Toro Road, Suite 260. This firm has been a long time tenant at the Civic Center and currently occupies Suite 210. Due to a need for additional square footage, Carno Law Group has requested a new Lease Agreement for Suite 260 and termination of the existing Lease Agreement for Suite 210. Specifically, for this item, staff is recommending that the City Council authorize the City Manager to execute the attached lease for Suite 260. The following is a summary of the key lease terms and financial analysis:

Commencement Date: March 1, 2019

Term: Five (5) years, three (3) months

Rentable Square Feet: 3,028

Upfront Capital: \$42,127

Rate: Year 1 - \$2.15/ sq. ft.

Civic Center Lease with Carno Law Group for 24031 El Toro Road, Suite 260

November 13, 2018

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Year 2 - \$2.24/ sq. ft.

Year 3 - \$2.33/ sq. ft.

Year 4 - \$2.42/ sq. ft.

Year 5 - \$2.52/ sq. ft.

Total Rent Payments: \$425,087

Net Present Value: \$246,320 (12% Discount Rate)

Staff is recommending the City Council approve and authorize the City Manager to execute the attached Lease.

FISCAL IMPACT:

The lease has a positive net present value and requires upfront capital of \$42,127.

ATTACHMENTS:

- Lease



STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only November 13, 2018, is made by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Carno Law Group, a professional law corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 24031 El Toro Road, Suite 260 Laguna Hills, CA 92654 ("Premises"). The Premises are located in the County of Orange, and consist of approximately 3,028 rentable square feet and approximately 2,530 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 51,946 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** 4/1000 unreserved and NA reserved vehicle parking spaces at a monthly cost of N/A per unreserved space and N/A per reserved space. (See Paragraph 2.6)

1.3 **Term:** 5 years and 3 months ("Original Term") commencing March 1, 2019 ("Commencement Date") and ending May 31, 2024 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$6,510.20 per month ("Base Rent"), payable on the First day of each month commencing March 1, 2019. (See also Paragraph 4 below)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 4 of the Lease. (See Addendum Paragraph 1)

1.6 **Lessee's Share of Operating Expense Increase:** 5.83 percent (5.83 %) ("Lessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$6,510.20 for the period March 1-31, 2019.

(b) **Security Deposit:** \$7,933.36, (\$3,896.25 on file) ("Security Deposit"). (See also Paragraph 5)

(c) **Parking:** N/A for the period N/A.

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** \$10,547.31.

1.8 **Agreed Use:** General Office, Law Firm. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2019. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

☒ Essex Realty Management represents Lessor exclusively ("Lessor's Broker");

☐ N/A represents Lessee exclusively ("Lessee's Broker"); or

☐ N/A represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement. ~~(or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.~~

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and 8:00 a.m. to 2:00 p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

☐ Electricity

☐ Other (specify): N/A

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 1 through 6;

☒ a plot plan depicting the Premises; **Exhibit "A"**

☒ a current set of the Rules and Regulations; **Exhibit "B"**

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Attachment: Lease (1701 : Civic Center Lease with Carno Law Group for 24031 El Toro Road, Suite 260)

- ☒ a Work Letter; **Requirements for improvements or alterations by Lessee (Exhibit "D")**
☐ a janitorial schedule;
☒ other (specify): Exhibit "C" Waiver and Release .

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 Condition. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

~~**2.5 Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.~~

2.6 Vehicle Parking. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

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2.7 Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Paragraph 8 of the Lease (See Addendum Paragraph 3). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Operating Expense Increase. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase", in accordance with the following provisions:

- (a) "Base Year" is as specified in Paragraph 1.9.
- (b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":

- (i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

- (aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation

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systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, ~~Lessee~~ Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use. (See Addendum Paragraph 2)

~~6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will~~

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~~not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.~~

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into

Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor. **In addition to and without limiting the other requirements of this Paragraph 7.3, all utilities, installations, and alterations made by Lessee shall also be subject to the provisions of Exhibit "D" attached to this Lease.**

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this

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Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity. (See Addendum Paragraph 3)

8.1 Insurance Premiums. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a "Waiver of Subrogation" endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and

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Attachment: Lease (1701 : Civic Center Lease with Carno Law Group for 24031 El Toro Road, Suite 260)

its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in **Paragraph 8 of this Lease (See Addendum Paragraph 3)-Paragraph 8.3(a)**, irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, **except as provided in Paragraph 8.6.**

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written

termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

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12.1 Lessor's Consent Required.

- (a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.
- (b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.
- (c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.
- (d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.
- (e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.
- (f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.
- (g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.
- (c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.
- (d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.
- (e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)
- (f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.
- (g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

- (a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.
- (b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.
- (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
- (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- (a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 (See Addendum Paragraph 3) is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third

party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any

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requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor. (See Addendum Paragraph 4)

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

~~15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice

from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. **To the Lessee and the Lessor:** (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. **To the Lessee and the Lessor:** (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated

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in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

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34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business;

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or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☐ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

50. Tenant Improvement Allowance. Lessor shall provide Lessee with a tenant improvement allowance of up to \$30,000.00. Allowance to be used for changing the lobby configuration and minor improvements to the premises.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S

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INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: 24031 El Toro Road, Suite 100,
Laguna Hills, CA 92654

On: _____

By LESSOR:

The City of Laguna Hills, a municipal
corporation organized and existing under
the laws of the State of California

By: _____

Name Printed: Donald J. White

Title: City Manager

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Essex Realty Management, Inc.

Attn: Sandi Montez

Title: Property Manager

Address: 18012 Sky Park Circle, Suite 100,
Irvine CA 92614

Phone: 949-218-3801

Fax: _____

Email: _____

Federal ID No.: _____

Broker/Agent BRE License #: 00965485

Executed at: 24031 El Toro Road, Suite 210,
Laguna Hills, CA 92654

On: _____

By LESSEE:

Carno Law Group, a professional law
corporation

By: _____

Name Printed: Anna Maria Carno

Title: President

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: Anna Maria Carno

Title: Chief Financial Officer

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Attn: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker/Agent BRE License #: _____

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com

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ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE (this “Addendum”) shall constitute part of that certain STANDARD MULTI-TENANT OFFICE LEASE – GROSS (“Lease”), dated as of November 13, 2018, between The City of Laguna Hills (“Lessor”), and Carno Law Group, a professional law corporation (“Lessee”). The terms of this Addendum shall be incorporated into the Lease for all purposes. In the event of any conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

1. Base Rent Increase. Paragraph 4.4. is hereby added to the Lease to read as follows:

4.4.1 The monthly Base Rent payable as set forth Paragraph 1.5 and as set forth in Paragraph 1.7 (a) of the Lease shall be adjusted annually on the Commencement Date of the Lease, and on such other dates stated, to the amounts set forth below:

3/1/2019	2/29/2020	\$ 6,510.20	(\$ 2.15)	psf
3/1/2020	2/28/2021	\$ 6,782.72	(\$ 2.24)	psf
3/1/2021	2/28/2022	\$ 7,055.24	(\$ 2.33)	psf
3/1/2022	2/28/2023	\$ 7,327.76	(\$ 2.42)	psf
3/1/2023	5/30/2024	\$ 7,630.56	(\$ 2.52)	psf

Provided there are no Events of Default during the term, Lessor agrees to waive Lessees obligation to pay monthly rent during months 1, 25, and 49 of the Term.

2. Use. Paragraph 6.1 of the Lease is hereby deleted in its entirety and replaced by the following:

“6.1. Use. The Premises shall be used only for the Agreed Use and for no other use. Lessee’s use of the Premises shall be in compliance with and subject to all Applicable Requirements relating to or affecting the Project, the Premises or the Building or the use or operation thereof, whether now existing or hereafter enacted, including, without limitation, the Americans with Disabilities Act of 1990, 42 USC 12111 et seq. (the “ADA”) as the same may be amended from time to time, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Lessee, the Premises, the Building, or the Project (“Environmental Laws”), any transportation or traffic management plan in satisfaction of any requirement imposed on the Project by a governmental agency with jurisdiction over the Project, and any CC&Rs or any supplement thereto recorded in any official or public records with respect to the Project or any portion thereof (collectively, “Applicable Laws”). Lessee shall be responsible for obtaining any permit, business license, or other permits or licenses required by any governmental agency permitting Lessee’s use or occupancy of the Premises. Lessee shall not commit waste, overload the floors or structure of the Building, subject the Premises, the Building, the Common Area or the Project to any use which would damage the same or increase the risk of loss or violate any insurance coverage, permit any unreasonable odors, smoke, dust,

gas, substances, noise or vibrations to emanate from the Premises, take any action which would constitute a nuisance or would disturb, obstruct or endanger any other tenants, take any action which would abrogate any warranties, or use or allow the Premises to be used for any unlawful purpose. Lessor shall not be responsible for non-compliance by any other tenant or occupant of the Project with, or Lessor's failure to enforce, any of the rules or regulations or CC&Rs or any other terms or provisions of such tenant's or occupant's lease. Lessee shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Premises, the Building or the Project.

3. Insurance; Indemnity. Paragraph 8.1 through 8.6 of the Lease are hereby deleted in their entirety and replaced by the following:

"8.1 Lessor's Insurance. Lessor shall maintain insurance through individual or blanket policies insuring the Building against fire and extended coverage (including, if Lessor elects, "all risk" coverage, earthquake/volcanic action, flood and/or surface water insurance) for the full replacement cost of the Building, with deductibles and the form and endorsements of such coverage as selected by Lessor, together with rental abatement insurance against loss of Rent in an amount equal to the amount of Rent for a period of at least twelve (12) months commencing on the date of loss. Lessor may also carry such other insurance as Lessor may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Lessor shall determine. Lessee shall pay to Lessor, as a portion of the Operating Expenses, the costs of the insurance coverages described herein, including, without limitation, Lessor's cost of any self-insurance deductible or retention.

8.2 Lessee's Compliance with Insurance Requirements. Lessee shall obtain, maintain, and keep in full force and effect during the term of this Lease, at its sole cost and expense, and in a form and content satisfactory to Lessor, all insurance required under this Paragraph 8 against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the Premises and the activities of the Lessee, its guests, agents, representatives, employees, or subcontractors. Lessee shall not take possession of the Premises unless and until it has provided evidence satisfactory to Lessor that it has secured all insurance required by this Paragraph 8.

8.3 Types of Insurance Required of Lessee. Without limiting the indemnity provisions set forth in this Lease, Lessee shall obtain and maintain in full force and effect during the term of this Lease, including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of Commercial General Liability insurance written on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Premises/location, or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Lease.

(b) Automobile Liability Insurance. A policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. A policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Lessee agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against Lessor, its officials, officers, employees, agents and volunteers. Lessee shall obtain and maintain, in full force and effect throughout the term of this Lease, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

(d) Property Insurance. A policy of Property Insurance against all risk of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

(e) Equipment Breakdown/ Boiler & Machinery Insurance. A policy of Equipment Breakdown / Boiler & Machinery Insurance with limits of not less than actual replacement costs for all property and improvements, encompassing explosion and breakdown. Lessee shall obtain and deliver to Lessor, along with copies of all policies of insurance required herein, a joint loss endorsement for the Property Insurance and Equipment Breakdown /Boiler & Machinery Insurance policies. Lessor is to be included as an additional insured on the Equipment Breakdown /Boiler & Machinery Insurance coverage.

(f) Business Interruption. Loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all peril commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

8.4 General.

(a) Acceptability of Insurers. Insurance required by this Paragraph 8 shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that Lessor will accept workers' compensation insurance from the State Compensation Fund. In the event Lessor determines that Lessee's use of the Premises creates an increased or decreased risk of loss to Lessor, Lessee agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from Lessor. Lessee shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

(i) Additional Insured. Lessee's policy or policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be endorsed to include Lessor, its officials, officers, employees, agents and volunteers, Lessor's lender, and any property management company of Lessor for the Premises. The additional insured endorsement shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Lessee,

or (4) contain any other exclusions contrary to this Lease; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(ii) Notice. Each insurance policy required by this Paragraph 8, except for workers' compensation and employer's liability insurance, shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to Lessor. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Lessee's failure to pay the insurance premium, the notice provided to Lessor shall be by ten (10) days prior written notice.

(iii) Primary and Non-Contributing Insurance. All policies of insurance maintained by Lessee pursuant to this Paragraph 8, except for workers' compensation and employer's liability insurance, shall be primary and any other insurance, deductible, or self-insurance maintained by Lessor, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(iv) Waiver of Subrogation. All policies of insurance maintained by Lessee pursuant to this Paragraph 8 shall contain or be endorsed to waive subrogation against Lessor, its officials, officers, employees, agents and volunteers, or shall specifically allow Lessee to waive its right to recovery prior to a loss. Lessee hereby agrees to waive its own right of recovery against Lessor, its officials, officers, employees, agents and volunteers.

(c) Evidence of Coverage. Concurrently with the execution of this Lease, Lessee shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this Paragraph 8. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to Lessor for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with Lessor. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Lessee shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with Lessor evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Lessee shall promptly furnish, at Lessor's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents Lessor requires to verify coverage.

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

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

(f) Notification of Incidents. Lessee shall notify Lessor within twenty-four (24) hours after the occurrence of any accidents or incidents in the Premises, the Building, Common

Areas or the Project which could give rise to a claim under any of the insurance policies required under this Paragraph 8.

8.5 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Lessee pursuant to this Paragraph 8:

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

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

(c) None of the insurance coverages required herein will be in compliance with the requirements of this Paragraph 8 if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to Lessor and approved in writing.

(d) Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay Lessee's occupancy of the Premises. It is Lessee's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

(e) Lessee agrees to ensure that its subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Lessee, provide the same minimum insurance coverage required of Lessee. Lessee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Paragraph 8. Lessee agrees that upon request, all agreements with subconsultants, subcontractors and others engaged in the Project will be submitted to Lessor for review."

4. Breach by Lessor; Performance by Lessee on Behalf of Lessor. Paragraph 13.6(c) is hereby added to the Lease to read as follows:

"13.6(c). Lessee's Remedies. Lessee and all successors and assigns covenant and agree that, in the event of any actual or alleged default by Lessor, Lessee's sole and exclusive remedy shall be either to seek either specific performance or monetary damages, provided that Lessor shall not be liable for loss of business profits or consequential damages, and provided further, that any recourse for monetary damages by Lessee against Lessor shall be limited solely and exclusively to an amount which is equal to the amounts paid by Lessee to Lessor under the Lease (and Lessee hereby expressly waives and releases personal liability of Lessor in excess of such amount on behalf of itself and all persons claiming by through, or under the lease) Further, in no event shall the obligations of Lessor under the Lease constitute the personal obligations of Lessor or its elected or appointed officers and officials, employees, agents, and volunteers, and Lessee shall have no right to seek recourse against Lessor's elected or appointed officers and officials, employees, agents, and volunteers, or any of their personal assets for the satisfaction of any liability of Lessor with respect to the Lease. Lessee expressly waives all remedies except those specifically set forth in the Lease, including, without limitation, any right of offset or

abatement except as specifically set forth in the Lease, any right to terminate the Lease under Civil Code Sections 1932(2), 1933(4) and 1941 or any other successor statute, or any statutory, legal or equitable self-help remedy including, without limitation, Civil Code Section 1942 or any other current or future law. Nothing contained in the Lease shall entitle Lessee to terminate the Lease as a result of Lessor's default nor excuse Lessee from paying Rent or Additional Rent due hereunder."

5. Estoppel Certificates. All references in the Lease to "Estoppel Certificate", including, but not limited to the definition in Paragraph 16(a), shall refer to Lessor's standard form certificate.

6. Recordation. Lessee shall not have any right to cause the Lease or any short form or memorandum thereof to be recorded.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of the Lease.

"Lessor"

THE CITY OF LAGUNA HILLS

By: Donald J. White

By: _____
Its: City Manager

By: Melissa Au-Yeung

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

[Signatures on next page]

“Lessee”

Carno Law Group, a professional law corporation

By: _____
Anna Maria Carno

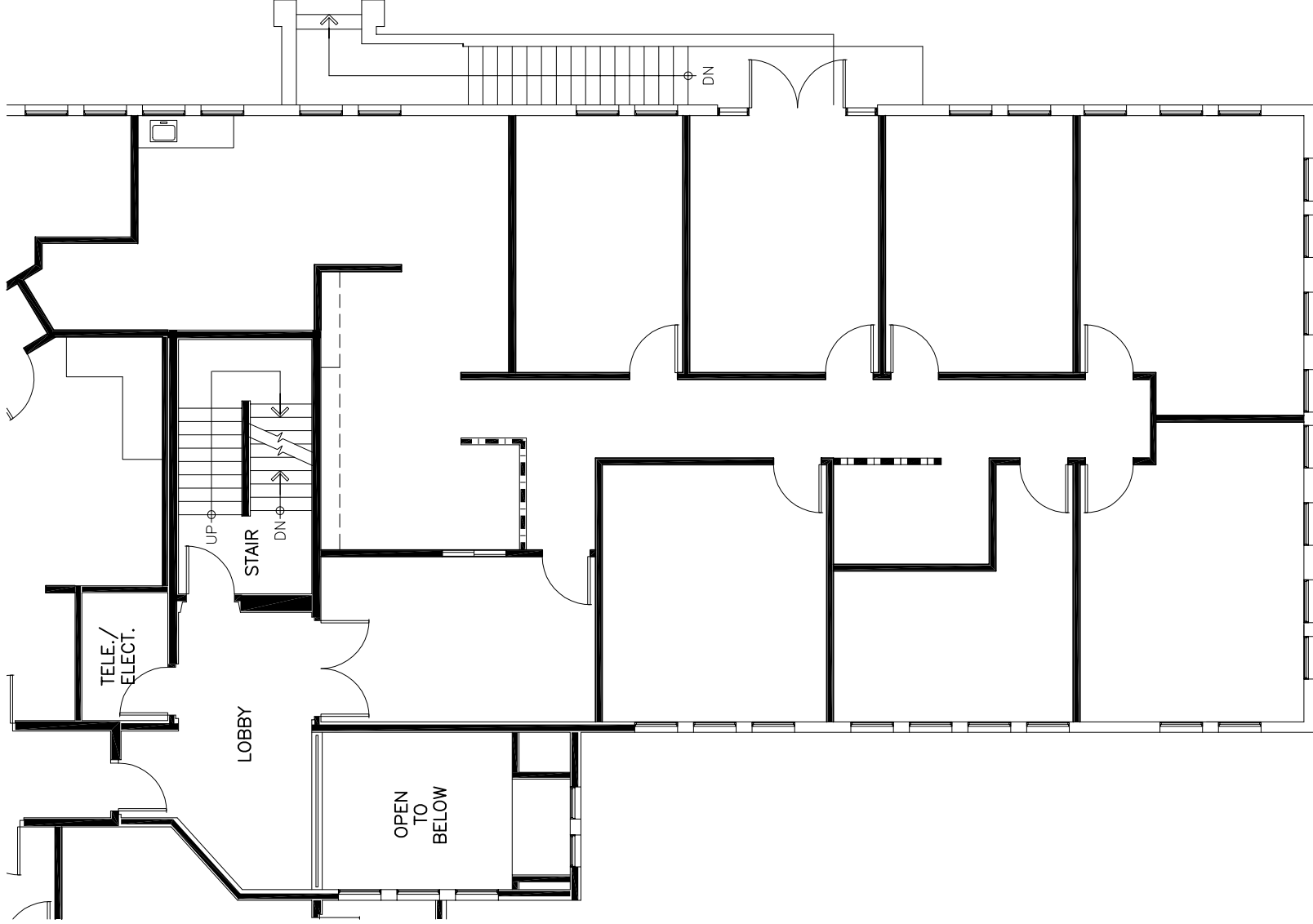
Its: _____
President

“Lessee”

Carno Law Group, a professional law corporation

By: _____
Anna Maria Carno

Its: _____
CFO



FENELLI
LAW OFFICES
SUITE 260
2530 USF
3028 RSF

EXHIBIT B**RULES AND REGULATIONS****ATTACHED TO AND MADE A PART OF STANDARD OFFICE LEASE**

The following Rules and Regulations shall be in effect at the Office Building Project. Lessor reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these Rules and Regulations and the Lease, the Lease shall be controlling.

1. Except with the prior written consent of Lessor, no Lessee shall conduct any retail sales or any manufacturing of any kind in or from the Premises, or any business other than that specifically provided for in the Lease.

2. Lessor reserves the right to prohibit personal goods and services vendors from access to the Office Building Project except upon such reasonable terms and conditions, including but not limited to the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Office Building Project, the preservation of good order thereon, and the relief of any financial or other burden on Lessor occasioned by the presence of such vendors or the sale by them of personal goods or services to the Lessee or its employees. If reasonably necessary for the accomplishment of these purposes, Lessor may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Office Building Project. The term "personal goods or services vendors" means persons who periodically enter the Office Building Project of which the Premises are a part for the purpose of selling goods or services to a Lessee, other than goods or services, which are used by a lessee only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoe shining services. This Section 2 shall not apply to Lessee's vendors and suppliers in connection with Lessee's operation of its business.

3. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by any Lessee or used by it for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Lessor shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Lessor shall be prejudicial to the safety, character, reputation and interests of the Office Building Project and its lessees, provided that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals only for the purpose of conducting its business on the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No Lessee and no employees of any Lessee shall go upon the roof of the Building without the written consent of Lessor. This Section 3 shall not apply to Lessee's vendor's suppliers in connection with Lessee's operation of its business.

4. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the Lessee who, or whose clerks, agents, employees, or visitors, shall have caused it.

5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by Lessee on any part of the Office Building Project or the Premises without the prior written consent of Lessor. If Lessor shall have given such consent at any time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the

provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by Lessor and shall not be construed as dispensing with the necessity or obtaining the specific written consent of Lessor with respect to each and every such sign, advertisement or notice, as the case may be, so consented to by Lessor. Lessor shall have the right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of Lessee, and Lessor shall not be liable in damages for such removal.

6. In order to maintain the outward professional appearance of the Office Building Project all window coverings to be installed at the Premises shall be subject to Lessor's prior approval. If Lessor, by a notice in writing to Lessee, shall object to any curtain, blind, shade or screen attached to or hung in, or used in connection with, any window door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by Lessee. No awnings shall be permitted on any part of the Premises.

7. Lessee shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Lessor.

8. Lessee shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Office Building Project, or on the property kept therein, or obstruct or interfere with the rights of other Lessees, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Office Building Project, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.

9. No Lessee shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substance into any of the corridors or halls or elevators, or out of the doors or windows or stairways of the Building. Lessee shall not use, keep or permit to be used any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Office Building Project by reason of noise, odors, fire hazards and/or vibrations, or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be kept in or about the Office Building Project.

10. Lessee and its employees, agents and invitees shall not smoke any tobacco products or any other smoking materials whatsoever in the Premises, Building, common areas or any other area of the Project except in such areas, if any, as shall be designated by Lessor for smoking, in Lessor's sole and absolute discretion.

11. No cooking shall be done or permitted by Lessee on the Premises, except for the use of a microwave oven for food or Underwriter's Laboratory approved equipment for brewing coffee, tea, and similar beverages shall be permitted, provided that such use is in compliance with law. Offices in the Office Building Project shall not be used for the storage of merchandise or for sleeping or lodging.

12. Lessee, upon the termination of its tenancy, shall deliver to Lessor all the keys of offices, rooms and toilet rooms which shall have been furnished Lessee or which Lessee shall have had made, and in the event of loss of any keys so furnished, shall pay Lessor therefore.

13. On Saturdays after 6:00pm., Sundays and legal holidays, and on other days between the hours of 9:00 p.m. and 7:00 a.m., access to the Office Building Project or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the building watchman, if any, in charge and has a pass or is properly identified. Lessor shall in no case be liable for damages for the admission to or exclusion from the Office Building Project of any person whom Lessor has the right to exclude under Rule 3 above. In case of invasion, mob, riot, public excitement, or other commotion, Lessor reserves the right but shall not be

obligated to prevent access to the Office Building Project during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Office Building Project.

14. Lessee shall see that the windows and doors of the Premises are closed and securely locked before leaving the building and Lessee shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Lessee or Lessee's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Lessee shall make good all injuries sustained by other Lessees or occupants of the Building or Lessor.

15. Lessee shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of Lessor. If Lessor shall give its consent, Lessee shall in each case furnish Lessor with a key for any such lock.

16. Lessee shall not install equipment such as, but not limited to, electronic tabulating or computer equipment requiring electrical or air conditioning service in excess of those to be provided by Lessor under the Lease and any such equipment shall be placed in the Premises in settings approved by Lessor to adsorb or prevent any vibration, noise or annoyance.

17. No bicycle, or shopping cart, or other vehicle or any animal shall be brought into the Premises or the halls, corridors, elevators or any part of the Building by Lessee.

18. Lessor shall have the right to prohibit the use of the name of the Office Building Project or any other publicity by Lessee which in Landlord's opinion tends to impair the reputation of the Office Building Project, or their desirability for other Lessees, and upon written notice from Lessor, Lessee will refrain from or discontinue such publicity.

19. Lessee shall not erect any aerial or antenna on the roof or exterior walls of the Premises, the Building, or the Office Building Project.

20. Lessee shall not overload the floor of the Premises. In addition, Lessee shall not mark, drive nails, screw or drill into partitions, ceilings or floor of the Premises or deface the Premises.

21. No furniture, freight or equipment of any kind shall be brought into the Building or the Building's elevator without the consent of Lessor and all moving of the same into or out of the Building shall be done at such time and in such manner, as Lessor shall designate. Lessor shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Office Building Project. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as is necessary to properly distribute the weight. However, Lessor's consent to placement of Lessee's safes, heavy equipment or furniture shall not constitute a representation or warranty by Lessor that the safe, heavy equipment or furniture complies, with regard to distribution of weight and/or vibration, with the provisions of the Rule 21 nor relieve Lessee from responsibility for the consequences of noncompliance. Lessor will not be responsible for loss of or damage to any safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Lessee. There shall not be used in any space, or in the public halls of the Building, either by any Lessee or others, any hand trucks except those equipped with rubber tires and side guards.

22. Except with the written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the Building for their purpose of cleaning the same. Lessee shall not cause any unnecessary labor by reason of Lessee's carelessness or indifference in the preservation of good order and cleanliness. Lessor shall in no way be responsible to any Lessee for any loss of property on the Premises, however occurring, or for any damage done to the effects of any lessee by the janitor or any other employee or any other person. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Janitor service may not be furnished on nights when rooms are occupied after 9:00p.m.

23. Lessor will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Lessor. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Lessor.

24. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by Lessor.

25. Lessor reserves the right to exclude or expel from the Office Building Project any person who in the judgment of Lessor, is intoxicated or under the influence of liquor or illegal, non-prescription drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Office Building Project.

26. The requirements of Lessee will be attended to only upon application to Lessor. Contractors, vendors and employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from the Lessor or Lessor's agent.

27. No vending machine shall be installed, maintained or operated upon the Premises without the written consent of the Lessor.

28. Lessor shall have the right, exercisable without notice and without liability to Lessee, to change the name and the street address of the Building and/or Office Building Project of which the Premises are a part.

29. Lessee agrees that it shall comply with all fire and security regulations that may be issued from time-to-time by Lessor and Lessee also shall provide Lessor with the name of a designated responsible employee to represent Lessee in all matters pertaining to such fire or security regulations.

30. Lessor reserves the right by written notice to Lessee, to rescind, alter or waive any rule or regulation at any time prescribed for the Office Building Project when, in Lessor's judgment, it is necessary, desirable or proper for the best interest of the Office Building Project and its lessees.

31. Lessees shall not disturb, solicit, or canvas any occupant of the Office Building Project and shall cooperate to prevent same.

32. Lessor shall furnish heating and air conditioning during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday except for holidays. In the event Lessee requires heating and air conditioning during off hours, Sundays or Holidays, Lessor shall on notice provide such services at the then prevailing rate for such extra services.

33. Lessee shall cooperate with Lessor in obtaining maximum effectiveness of the cooling system by closing blinds when the sun's rays fall directly on windows of the premises. Lessee shall not obstruct, alter, or in any way impair the efficient operation of Lessor's heating, ventilating and air-conditioning system. Lessee shall not tamper with or change the setting of any thermostats or control valves.

34. Parking

- (a) The parking lot shall be accessible twenty-four (24) hours per day, subject to parking card or other reasonable Identification or security restriction as may be reasonably established by Lessor from time-to-time. Lessee agrees to cooperate with Lessor in completing regular maintenance of the parking lot.
- (b) Automobiles must be parked entirely within the stall lines.
- (c) All directional signs and arrows must be observed and the speed limit shall be 5 miles per hour.
- (d) Parking is prohibited in areas not striped for parking.
- (e) Lessor may refuse to permit any person who violates the within rules to park in the parking lot, and any violation of the rules shall subject the automobile to removal from the parking lot at the parker’s expense.
- (f) Every parker is required to park and lock his or her own automobile. All responsibility for any loss or damage to automobile or any personal property therein is assumed by the parker.
- (g) The parking lot is for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.
- (h) Storage of vehicles in the parking facilities is prohibited. Lessee and Lessee’s employees and visitors shall not leave vehicles in the parking lot overnight.
- (I) Lessor reserves the right to restrict customer, Lessee and Lessee’s employees parking to a limited designated area or areas.

35. Lessee agrees to comply and acquaint its employees with such reasonable rules and regulations in the use of such Common areas as Lessor may adopt from time to time for the orderly and proper operation of said Common Areas.

Lessor reserves the right to make such other and further rules and regulations as in its judgment may be for the safety, care and cleanliness of the Office Building Project and for the preservation of good order therein. Lessee agrees to abide by these Rules and Regulations herein above stated and any additional rules and regulations, which are adopted hereafter.

Date: _____

Date: _____

Lessor’s Initials: _____

Lessee’s Initials: _____

Attachment: Lease (1701 : Civic Center Lease with Carno Law Group for 24031 El Toro Road, Suite 260)

EXHIBIT “C”

Waiver and Release.

It is the express and understood intent, purpose, desire, and agreement of the parties in the event of termination for cause or expiration of the Lease term, that Lessee, on behalf of itself, its officers, heirs, agents, shareholders, employees, subcontractors, executors, successors and assigns, shall and does hereby release and discharge Lessor, and its respective elected and appointed officials, officers, directors, employees, attorneys, accountants, consultants, other professionals, and agents, from and against the following: any claims, penalties, actions or causes of action, obligations, and demands of any kind including but not limited to, any claims arising under the California Eminent Domain Law (Title 7 (commencing with Section 1230.010) of Part 3 of the California Code of Civil Procedure), the Relocation Statutes and Regulations set forth in Chapter 16 (commencing with Section 7260) of Division 7 of the California Government Code and Subchapter 1 (commencing with Section 6000) Division 3 of Title 25 of the California Code of regulations, and claims for a “taking” or inverse condemnation arising under the United States or California Constitutions or under any federal, state, or local law, statute, ordinance, regulation, rule, official policy, court order, or common law (collectively, the “Released Claims”).

The parties further acknowledge that the Released Claims include any claims for loss of business goodwill pursuant to Code of Civil Procedure §1263.510 et seq., for precondemnation damages and severance damages.

Date: _____

Lessee’s Initials: _____

Attachment: Lease (1701 : Civic Center Lease with Carno Law Group for 24031 El Toro Road, Suite 260)

EXHIBIT "D"

WORK LETTER/REQUIREMENTS FOR IMPROVEMENTS OR ALTERATIONS BY LESSEE

If Lessor shall permit Lessee to construct any interior improvements (subsequent to the initial improvements to be constructed by Lessor, if any) in the Premises or to have any work performed in the Premises at any time prior to or during the Lease term by a contractor retained by Lessee ("Lessee's Work"), then Lessee shall comply with the requirements set forth herein. If Lessee's Work has been properly authorized, Lessee will receive written approval and consent for alterations to the Premises. All alterations to the Premises, excepting movable furniture and trade fixtures, shall, at Lessor's option, become a part of the realty and belong to Lessor.

1. **SUBMITTAL OF PLANS.** Prior to commencing any work in the Premises, Lessee shall submit to Lessor for approval its proposed plans for the work. Without limiting the foregoing, Lessee shall provide:

- (a) A separate scale drawing denoting all proposed construction and/or demolition, if necessary.
- (b) A separate drawing for each trade proposing structural, electrical, mechanical, civil or landscaping modifications.
- (c) Specify all dimensions and complete references to all work to be performed in the affected areas.
- (d) If adding extra electrical or mechanical equipment, provide complete operating and maintenance specifications for each item.

2. **CHECKLIST.** With respect to each project, Lessor will provide Lessee with a checklist listing the items required to be furnished to Lessor in connection with the proposed work. Lessee shall furnish to Lessor prior to, during, or upon completion of Lessee's Work, as applicable, each of the items specified in the checklist attached hereto as Attachment 1.

3. **CONTRACTORS PROVIDING INTERIOR IMPROVEMENT SERVICES.**

(a) The contractor employed by Lessee and any subcontractors shall be (i) duly licensed in the state in which the Premises are located, and (ii) subject to Lessor's prior written approval, which approval shall not be unreasonably withheld. If more than one trade is employed on a single job, state law requires the services of a general contractor in addition to contractors for specialty work being performed.

(b) Each contractor shall provide proof of licensing as a general or specialty contractor in accordance with state law. Additionally, each contractor shall furnish proof of licensing in the city or municipality in which the construction related activity is to take place.

(c) Lessee shall use Lessor's subcontractor for mechanical, electrical, plumbing, roofing and roofing consultant if available at competitive rates.

(d) Lessee and Lessee's contractors shall comply with all Applicable Laws pertaining to the performance of Lessee's Work and the completed improvements and all applicable safety regulations established by Lessor or the general contractor.

(e) Prior to commencement of any work in the Premises, Lessee and Lessee's contractors (and any subcontractors) shall obtain and provide Lessor with certificates evidencing Workers' Compensation, public liability and property damage insurance in amounts and forms and with companies

satisfactory to Lessor. Each general contractor (and any subcontractor) employed on the Premises shall provide Lessor with a current certificate of insurance in effect for that contractor with a thirty day notice of cancellation or revocation clause. Insurance requirements are as follows:

- (i) Comprehensive General Liability with a \$1,000,000 Combined Single Limit covering the liability of Lessor and contractor for bodily injury and property damage arising as a result of the construction of the improvements and the services performed thereunder. Lessor and any Management Company shall be named as an additional insured.
- (ii) Comprehensive Automobile Liability with a \$1,000,000 Combined Single Limit covering Lessor and vehicles used by contractor (and any subcontractor) in connection with the construction of the improvements.
- (iii) Workers' Compensation and Employer's Liability as required by law, for employees of the contractor (and any subcontractors) performing work on the Premises.

(f) The following requirements shall be incorporated as "Special Conditions" into the contract between Lessee and its contractors and a copy of the contract shall be furnished to Lessor prior to the commencement of Lessee's Work:

- (i) Prior to start of Lessee's Work, Lessee's contractor shall provide Lessor with a construction schedule in "bar graph" form indicating the completion dates of all phases of Lessee's Work.
- (ii) Lessee's contractor shall be responsible for the repair, replacement or clean-up of any damage done by it to other contractors' work which specifically includes accessways to the Premises which may be concurrently used by others.
- (iii) Lessee's contractor shall accept the Premises prior to starting any trenching operations. Any rework of sub-base or compaction required after the contractor's initial acceptance of the Premises shall be done by Lessee's contractor, which shall include the removal from the Project of any excess dirt or debris.
- (iv) Lessee's contractor shall contain its storage of materials and its operations within the Premises and such other space as it may be assigned by Lessor or Lessor's contractor. Should Lessee's contractor be assigned space outside the Premises, it shall move to such other space as Lessor or Lessor's contractor shall direct from time to time to avoid interference or delays with other work.
- (v) Lessee's contractor shall clean up the construction area and surrounding exterior areas daily. All trash, demolition materials and surplus construction materials shall be stored within the Premises and promptly removed from the Premises and the Project and disposed of in an approved sanitation site.
- (vi) Lessee's contractor shall provide temporary utilities, portable toilet facilities, and potable drinking water as required for its work within the Premises and shall pay to Lessor's contractor the cost of any temporary utilities and facilities provided by Lessor's contractor at Lessee's

contractor's request.

- (vii) Lessee's contractor shall notify Lessor or Lessor's project manager of any planned work to be done on weekends or other than normal job hours.
- (viii) Lessee's contractor or subcontractors shall not post signs on any part of the Project or on the Premises.

4. COSTS.

(a) Lessee shall promptly pay any and all costs and expenses in connection with or arising out of the performance of Lessee's Work (including the costs of permits thereof) and shall furnish to Lessor evidence of such payment upon request.

(b) Except in the case of carpet replacement or repainting, Lessee shall pay Lessor an amount equal to five percent (5%) of the total hard costs of construction and installation of Lessee's Work as compensation to Lessor for review of plans, use of facilities and other miscellaneous costs of Lessor incurred as a result of such work.

5. CONTRACTOR'S BONDS. At Lessor's sole discretion, Lessor may require Lessee to obtain performance and completion bonds to insure Interior Work

6. MECHANIC'S LIENS.

(a) Lessee shall not suffer or permit to be enforced against the Premises or any part of the Project any mechanic's, materialman's, contractor's or subcontractor's lien arising out of any work of improvement, however it may arise.

(b) Lessee shall notify Lessor at least ten (10) days prior to the commencement of construction of any Lessee's Work and Lessor shall have the right to post and record a notice of no responsibility in conformity with applicable law. Within ten (10) days following completion of Lessee's Work, Lessee shall file a Notice of Completion and deliver to Lessor an unconditional release and waiver of lien executed by each contractor, subcontractor and materialman involved in Lessee's Work.

(c) In the event any lien is filed against the Project or any portion thereof or against Lessee's leasehold interest therein as a result of Lessee's work, Lessee shall obtain the release and/or discharge of said lien, within ten (10) days after the filing thereof. In the event Lessee fails to do so, Lessor may obtain the release and/or discharge of said lien and Lessee shall indemnify Lessor for the costs thereof, including reasonable attorney's fees, together with interest at the Applicable Interest Rate from the date of demand. Nothing herein shall prohibit Lessee from contesting the validity of any such asserted claim, provided Lessee has furnished to Lessor a lien release bond freeing the Premises from the effect of the lien claim.

7. INDEMNITY. Lessee shall indemnify, defend (with counsel satisfactory to Lessor) and hold Lessor harmless from and against any and all suits, claims, actions, loss, cost or expense (including claims for workers' compensation, attorney's fees and costs) based on personal injury or property damage, or otherwise (including, without limitation, contract and breach of warranty claims) arising from the performance of Lessee's Work. Lessee shall repair or replace (or, at Lessor's election, reimburse Lessor for the cost of repairing or replacing) any portion of the Building or item of Lessor's equipment or any of Lessor's real or personal property damaged, lost or destroyed in the performance of Lessee's Work.

8. BUILDING STANDARDS. All work shall conform to Lessor's established building standards and specifications. Lessee is required to make these standards part of the construction documents.

9. ROOF PENETRATIONS. If improvements penetrate the roof membrane, the penetrations will be sealed per Lessor/IRC roofing specifications and inspected by IRC to maintain roof warranty. The cost of inspection and all corrective work shall be borne by Lessee. Lessee shall use Lessor's original roofing contractor.

10. BUILDING MODIFICATIONS. Work will only be approved within the confines of a given space. Lessee will not be allowed to modify building exterior or mechanical and electrical service as provided to the building in common with other tenants.

11. ELECTRICAL WORK. All electrical work shall be approved from the unit space electrical panel only. Additional service requirements shall be secured only by direction of Lessor. Lessee shall use Lessor's original electrical contractor if available at competitive rates.

12. SCHEDULE OF WORK. Lessee shall be required to provide a schedule of all work to be performed, subject to Lessor approval. All costs to produce such schedule shall be borne solely by Lessee.

13. CLEAN UP AND DISPOSAL OF CONSTRUCTION DEBRIS. Building trash containers are provided for office generated trash only and are not to be used for disposal of construction-related materials and debris. Unapproved usage will result in a penalty assessment to the Lessee equal to the cost of an extra pick-up service as provided under the current rate schedule of regular trash removal service.

14. INSPECTION BY LANDLORD. Lessor reserves the following rights: (i) the right of inspection prior to, during and at completion of all construction and/or demolition, (ii) the right to post and record a notice of nonresponsibility in conformity with California law, and (iii) the right to order, if reasonable, a total stop to all improvements underway for non-compliance with any of the requirements hereof.

15. GENERAL PROVISIONS.

(a) If Lessor has agreed to provide an allowance toward the cost of tenant improvements (other than the initial Lessee Improvement Allowance), Lessor shall retain from such funds an amount determined by Lessor until Lessee has fully complied with the requirements hereof.

(b) All materials, work, installations and decorations of any nature whatsoever brought on or installed in the Premises before the commencement of the Term or throughout the Term shall be at Lessee's risk, and neither Lessor nor any party acting on Lessor's behalf shall be responsible for any damage thereto or loss or destruction thereof due to any reason or cause whatsoever.

(c) Nothing contained herein shall make or constitute Lessee as the agent of Lessor.

Attachment 1 to "Exhibit D"**ITEMS TO BE FURNISHED TO LESSOR FOR EACH WORK OF IMPROVEMENT**

1. Plan of Alterations for Lessor Approval.
2. Contractor(s), Address, Telephone Number, Contact Person.
3. Copy of Contractor's State and City Business License.
4. Copy of Building Permit.
5. Copy of Final Inspection and Signed Building Permit Cards.
6. Copy of Certificate of Insurance Naming The City of Laguna Hills and Essex Realty Management as Additional Insured. Insurance to include Comprehensive General Liability, Comprehensive Auto, Workers' Compensation, Employer's Liability and original Endorsement.
7. Signed Unconditional Lien Waiver in favor of Development Corporation.
8. Schedule of Work.
9. Copy of Completion and Payment Bond.
10. Architect's License and Expiration.
11. Copy of Permit Plans.
12. Copy of As-Builts.
13. Copy of Recorded Notice of Completion.
14. Certificate of Occupancy.
15. Evidence of Insurance for All-Risk/Builder's Risk Insurance to the Amount of Improvements.



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT ("Seller" includes both a vendor and a lessor)

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT ("Buyer" includes both a purchaser and a lessee)

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☒ Lessor ☐ Lessee The City of Laguna Hills Date: 11/13/18

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: _____

Agent: Essex Realty Management Inc. BRE Lic. #: 00965485
Real Estate Broker (Firm)

By: Sandi Montez BRE Lic. #: 01293010 Date: 11/13/18
(Salesperson or Broker-Associate)

NOTE:
* When the listing brokerage company also represents Buyer/Lessee: The Listing Agent shall have one Agency Disclosure form signed by Seller/Lessor and a second Agency Disclosure form signed by Buyer/Lessee.
* When Seller/Lessor and Buyer/Lessee are represented by different brokerage companies: (i) the Listing Agent shall have one Agency Disclosure form signed by

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Seller/Lessor and (ii) the Buyer's/Lessee's Agent shall have one Agency Disclosure form signed by Buyer/Lessee and either that same or a different Agency Disclosure form presented to Seller/Lessor for signature prior to presentation of the offer. If the same form is used, Seller/Lessor may sign here:

Date: _____
Seller/Lessor

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

Attachment: Lease (1701 : Civic Center Lease with Carno Law Group for 24031 El Toro Road, Suite 260)

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AD-2.01, Revised 07-28-2017

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY)	is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Listing Agent)	
(DO NOT COMPLETE, SAMPLE ONLY)	is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)	

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

(b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com

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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for October 9, 2018, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the October 9, 2018, Regular Meeting.

ATTACHMENTS:

- 181009 PA Minutes

4. PLANNING AGENCY

Mayor Carruth recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:39 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Present	
Dore J. Gilbert, M.D.	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Don Sedgwick	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR SEPTEMBER 11, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for September 11, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the September 11, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Vice Chair
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Don Sedgwick, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Conditional Use Permit No. 6-18-4235, a Request by Mobilitie, LLC, to Construct and Operate Three New Small Cell Communication Facilities Constructed on Southern California Edison Streetlight Standards in the Public Right-Of-Way Located Near the Intersections of (1) Ridge Route Drive and Moulton Parkway, (2) Verdugo Drive and El Pacifico Drive, and (3) Avenida De La Carlota and Los Alisos Boulevard.

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Barbara Breeden, project applicant, responded to Planning Agency requests for additional information.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 6-18-4235; (2) Find and determine that the proposed project is exempt from CEQA under the Class 3 “New Construction or Conversion of Small Structures” categorical exemption set forth in CEQA Guidelines Section 15303 as the Class 3 exemption applies to the “construction and location of limited numbers of new, small facilities or structures” and the “installation of small new equipment and facilities in small structures.” The Class 3 exemption applies to the installation of wireless telecommunications equipment at multiple locations; and (3) Adopt Resolution No. PA2018-10-09-1: “A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit No. 6-18-4235, a request by Mobilitie, LLC, to construct and operate three new small cell communication facilities constructed on Southern California Edison streetlight standards in the public right-of-way near the intersections of (1) Ridge Route Drive and Moulton Parkway, (2) Verdugo Drive and El Pacifico Drive, and (3) Avenida De La Carlota and Los Alisos Boulevard.”

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Vice Chair
SECONDER:	Janine Heft, Agency Member
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Don Sedgwick, Agency Member

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council Meeting at 7:54 p.m. All Council Members were present.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018

TO: Mayor/Chair and Council/Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Site Development Permit/ Conditional Use Permit/ Variance/ Zone Text Amendment No. 6-15-3234, a Request by Moulton Niguel Water District to Operate a Government Facility Consisting of a New Operations Center Involving the Construction of Three New Buildings Totaling 64,664 Square Feet for Administrative Offices, Field Crew Operations, and Vehicle Repair, Renovation of Two Existing Buildings Totaling 21,735 Square Feet for Warehousing and Storage Purposes, Expansion and Relocation of Fueling Facilities, Vehicle and Equipment Storage, and Utilizing Existing Non-Compliant Driveway Access on Property Located at 26161 Gordon Road, and Consideration of Zoning Text Amendments to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Amending Table 9-32.040 to Remove the 25 Percent Open Space Requirement for Government Uses, Revising Chapter 9-32 by Adding a New Section 9-32.050 to Permit Outdoor Storage in the C/PI Zone for Government Uses, and by Adding a New Section 9-32.060 (Fences, Walls and Hedges) to Permit Fences Up to Eight (8) Feet High for Government Uses

RECOMMENDATION: (1) That the Planning Agency and City Council conduct a Joint Public Hearing to consider the proposed Operations Center Project;

(2) That the Planning Agency and City Council consider the Final Initial Study/Mitigated Negative Declaration for the Moulton Niguel Water District Operations Center and Site Consolidation Project; make responsible Agency Findings; and adopt a Mitigation Monitoring and Reporting Program;

(3) That the City Council 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, approving and adopting Zone Text Amendments (ZTA) to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code amending Table 9-32.040 to remove the 25 percent open space requirement in the C/PI Zone for government uses, revising Chapter 9-32 by adding new Section 9-32.050 to permit outdoor storage in the C/PI Zone for government uses, and revising Chapter 9-32 by adding new Section 9-32.060 (Fences, Walls and Hedges) to permit fences up to eight (8) feet high in the C/PI Zone for government uses.”; and

(4) That the Planning Agency adopt a Resolution entitled: “A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Site Development Permit/Conditional Use Permit/Variance/Zone Text Amendment 6-15-3234, a request by Moulton Niguel Water District to operate a government facility consisting of a new operations center involving the construction of three new buildings totaling 64,664 square feet for administrative offices, field crew operations, and automobile vehicle repair, renovation of two existing buildings totaling 21,735 square feet for warehousing and storage purposes, expansion and relocation of fueling facilities, vehicle and equipment storage, and utilizing existing non-compliant driveway access on property located at 26161 Gordon Road in the Community/Private Institution (C/PI) Zoning District.”

SUMMARY:

The Moulton Niguel Water District (“MNWD” or the “District”) has filed a development application for Conditional Use Permit/Site Development Permit/Variance/Zoning Text Amendment No. 6-15-3234, for the relocation and consolidation of MNWD’s administrative facilities and operations functions establishing a new headquarters for the Moulton Niguel Water District in Laguna Hills, at 26161 Gordon Road in the Community/Private Institution (C/PI) Zoning District.

The proposal includes the following:

- Demolition of miscellaneous buildings totaling +/- 7,000 square feet;
- Renovation of existing buildings totaling 21,735 square feet;
- Construction of three new buildings totaling 64,664 square feet,

-
- Construction of various site improvements including 349 parking spaces (113 fleet vehicle spaces/ 236 employee and public spaces), over 123,000 square feet of landscaping including a +/- 25,000 square foot water quality basin;
 - Construction of a drought tolerant demonstration garden.

MNWD has requested that the City Council approve modifications to the Zoning Code that would facilitate the construction of its Project. The proposed modifications would:

- Increase the allowable fence height from six (6) feet to eight (8) feet;
- Allow outdoor storage in the C/PI zone;
- Eliminate the 25 percent requirement for open space.

The proposed modifications would be limited so that the standards would only apply to government agencies, such as a public utility. In addition, due to the property's location at the end of the Gordon Road cul-de-sac which results in a unique property shape, MNWD has filed a variance request with as part of its development application since it only maintains a 12-foot wide property frontage for access to the public street. The property's small street frontage is considered a special circumstance which prevents it from meeting the City's 48-foot wide driveway requirement, and is a unique condition of the property when compared to other properties in the C/PI zone.

MNWD has the primary responsibility for carrying out the proposed activity, therefore pursuant to state law under the California Environmental Quality Act (CEQA – Public Resources Code 21000, *et seq.*), MNWD completed the required CEQA environmental review process, and adopted a Mitigated Negative Declaration (MND) on July 13, 2018, as Lead Agency. The City is a Responsible Agency pursuant to CEQA and must consider the MND in deciding whether or not to approve MNWD's development application.

Staff has reviewed the Development Code ("Code") requirements, as well as General Plan issues, goals, and strategies, and has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety and general welfare.

BACKGROUND:

MNWD provides essential services to more than 170,000 people and numerous commercial and institutional customers in Laguna Niguel and Aliso Viejo as well as portions of Dana Point, Laguna Hills, Mission Viejo, and San Juan Capistrano. MNWD

operates and maintains more than 700 miles of pipelines and other infrastructure required to provide drinking water and fire protection services to the various cities and communities the District serves. MNWD is also responsible for collecting and treating wastewater generated by the residents, businesses, and institutions within the District's service area, using more than 500 miles of pipelines, three wastewater treatment plants, and other miscellaneous infrastructure. Additionally, MNWD operates and maintains a recycled water distribution system consisting of nearly 150 miles of pipeline and two advanced water treatment plants to provide an alternative water source to cities and communities. In addition to the conveyance and treatment infrastructure, MNWD is responsible for numerous storage tanks, pump stations, and control facilities at more than 70 different sites necessary to provide these essential services on a continuous basis to customers. This combined infrastructure requires continuous monitoring, regular maintenance activities, and frequent emergency response to ensure the people and businesses of its cities and communities have access to drinking water, fire protection, recycled water when needed, and on-going collection and treatment of wastewater for the benefit of public health and safety.¹

Within the City of Laguna Hills, MNWD operates and maintains hundreds of miles of potable water, recycled water, and wastewater pipelines to provide service to the residents of Laguna Hills. In addition to the underground pipelines, MNWD also operates and maintains three potable water reservoirs, one recycled water reservoir, three potable water pump stations, three potable water takeout facilities, and four pressure reducing stations. Additionally, MNWD has three wastewater pump stations to collect and pump wastewater to wastewater treatment plants. (MNWD) Attachment 1 identifies the various facilities located within the City operated by MNWD. (MNWD GIS 2018)

In order to provide the services described above, MNWD is currently operating within two separate noncontiguous sites that combined include approximately 40,000 square feet of building area with more than 130 employees. MNWD's administrative facility is currently located at 27500 La Paz Road in Laguna Niguel. MNWD advises that this facility was constructed nearly 45 years ago with one building expansion in 1982. MNWD operations at 26161 Gordon Road in Laguna Hills currently include field crew and engineering offices, materials and equipment storage, and other activities related to the operations of the District. (LSA 2018)

¹ *Final Initial Study/ Mitigated Negative Declaration - Moulton Niguel Water District Operations Center and Site Consolidation Project*, LSA 2018, 2-1.

MNWD was formed in 1960 pursuant to California Water Code Sections 34000, *et seq.* and is a “local agency” subject to California Government Code Sections 53090, *et seq.*, which govern the applicability of building and zoning ordinances to local agencies. For purposes of Laguna Hills Municipal Code (LHMC) Title 9 – Zoning and Subdivisions (the “Zoning Code”), MNWD is a “Government agency”, which is defined as any department, commission, independent agency, or instrumentality of the United States, of a state, county, incorporated or unincorporated municipality, authority, district, or other government unit (LHMC 9-04.070). MNWD is an instrumentality of the state since it was formed pursuant to state regulation as described above.

Gordon Road Property Description

The subject property is a +/- 11.3 acre site located east of Moulton Parkway and south of Alicia Parkway at 26121 Gordon Road and has been an operational site for MNWD for more than 50 years. The property is roughly 500 feet wide at its widest point and 1,300 feet long, and is irregularly shaped. Topographically, the property falls roughly 36 feet from south to north over the length of the site. Access to the Project site is provided via a gated main entrance on Gordon Road, a cul-de-sac street. The driveway has one egress lane and one ingress lane. The property has 12 feet of frontage on Gordon Road, but utilizes an easement over an adjoining property to maintain its existing 24 foot wide driveway. As shown in, Table 1 (Existing Buildings & Fuel Storage) below and further identified in Attachment 2 (Existing Uses Site Plan), the site is occupied by eight structures that are primarily located on the south side of the property and are one-story. Table 1 provides a list of the existing structures and their corresponding sizes or square footage.

Since the City’s incorporation, the property has had two zoning designations including “General Agricultural” (A1), and “Community/ Private Institution District” (C/PI). The City’s General Plan Land Use designation on the site has been Public/ Institutional since the City adopted its first general plan in 1994. The property’s history is further described below in more detail.

Site Improvement History

The property was initially used as a wastewater treatment plant that served the Laguna Hills area in the 1960s. After the treatment plant was decommissioned in the early 1970s, MNWD began to use the property for various operations facilities. The Project area is highly altered from its natural, undeveloped, original state and currently contains two dry, open areas that were previously used as settling basins for the wastewater

treatment plant. These basins were later converted to artificial water features. The water features, however, were drained in response to drought conditions in 2014. No part of the site is currently involved in the production, storage or transmission of water or wastewater, although the existing Field Operations building includes office areas for employees involved in those functions.²

In 1997, the City issued a Conditional Use Permit to MNWD to construct the existing +/- 11,500 square foot Field Operations building. Since most of the structures presently located on the site pre-date the City's incorporation, the City has limited information concerning the development history of the property other than the building improvements constructed in 1997. MNWD has indicated that most of the existing structures on the Project site were constructed nearly 35 years ago and are becoming increasingly inefficient and maintenance intensive, do not comply with current building code requirements, and are serving at overcapacity.

In addition to the uses and improvements identified in Table 1 below, MNWD maintains medium and heavy duty equipment and vehicles on the site that are involved in the Districts maintenance operations, in addition to the construction materials used to maintain its facilities and infrastructure throughout its service territory.

TABLE 1 – EXISTING BUILDINGS & FUEL STORAGE

Building	Units
Gas Pumps and Underground Fuel Storage	10,000 gallons (2,000 gallons diesel and 8,000 gallons unleaded)
Warehouse/Storage	10,215 sf
Electrical Shop	424 sf
Pipe Storage Shed	400 sf
Meter/Maintenance Shop	1,464 sf
Telemetry	2,080 sf
Vehicle Maintenance	2,625 sf
Field Operation Building ¹	11,520 sf

¹This building is the Field Operation Building in the existing setting. The Project proposes to renovate the building and use it as a warehouse.

Description of Surrounding Properties and Improvements

Attachment 3 is an aerial image identifying the Project site and its surrounding uses which include single-family residences, attached condominium residences, private slope areas, and Mandeville Park. Access to the site is only available from Gordon Road which

² Final Initial Study/ Mitigated Negative Declaration - Moulton Niguel Water District Operations Center and Site Consolidation Project, LSA 2018, 2-1.

also serves the adjoining condominiums. Known as “Crestline,” the condominium development consists of 372 homes built in the 1980s under the jurisdiction of the County of Orange. Single-family homes closest to the site include homes on Los Cerros Drive (7 homes), La Cienega Street (17 homes), Rio Grande Avenue (11 streets), and Mandeville Drive (9 homes).

Attachment 4 depicts distances between adjacent residences and the Project site along with the grade separations that exist. Bordering the Project site on three sides are privately owned slopes that provide substantial separation between the property from and adjoining single-family residences and Mandeville Park. Residences nearest to the site are located on Los Cerros Drive at the end of the cu-de-sac.

The five residential properties on Los Cerros Drive (26085 through 26082 Los Cerros Drive) are 50-80 feet from the site and are 12 feet to 27 feet higher than the site. The 13 residences that directly back up to the site on La Cienega Street are between 150 feet to over 250 feet away from the project site and are +/- 30 to +/- 80 feet higher. There are 10 residences on Rio Grande that do not directly abut the Project site and are separated from it by the Rio Grande public right-of-way, as well as one of the private slopes. These residences are nearly 350 feet away and are situated +/- 80 feet higher than the Project site. For the nine residences that directly abut the Project site on Mandeville Drive, the separation distance to the Project site varies from +/- 270 feet to over +/- 400 feet. These homes are also grade separated from the Project site between +/- 50 and +/- 95 feet. Similarly, Mandeville Park is situated +/- 100 feet higher than the Project site and over 300 feet away.

Homes in the Crestline community do not maintain the grade separations or distances from the Project that exist for most of the single-family residences as described above. Rather, the nearest homes in Crestline are only separated from the Project site by a 30 foot road (Imperial Drive) that provides internal circulation within a portion of the Crestline community. These residences are also at nearly at the same grade as the Project site. The exception is a limited number of homes in Crestline that abut the Project site to the west. These are situated roughly 20 feet higher than the Project site.

Property History - Laguna Hills General Plan

The City’s first General Plan was adopted in June, 1994 at which time the subject property was identified as “Public Institutional”. The 1994 General Plan provided that the primary purpose of the Public Institutional land use designation was to provide areas in the City where public and institutional activities could be carried out, including

those of government agencies, special districts, and public and private utilities. Within the current Laguna Hills General Plan, the description of the Public/ Institutional General Plan Land Use designation remains relatively the same as it did in 1994.

Property History - Zoning

Upon incorporation in 1991, the City adopted the zoning and development standards of the County of Orange until the City's own zoning designations could be created. The designation given to MNWD's Gordon Road property under the County's jurisdiction was General Agricultural (A1) which permitted the development of public and private utility buildings and structures. The property's zoning history under the County is otherwise unknown to staff. In 1995, the City adopted its official zoning map which designated the property's zoning as Community/ Private Institutional (C/PI). Concurrently, the City also adopted the development standards for the C/PI zone, which identified uses that included schools, churches, fire/police stations, multi-family housing, group housing, government facilities, recreational facilities, hospitals, and a limited number of commercial uses such as restaurants and offices.³ In 1995, the City's development standards included the following requirements for the development of government facilities:

Item	Standard
Maximum Building Area (Floor Area Ratio)	.50
Maximum Lot Coverage	40%
Building Height	50 Feet
Minimum Open Space	25%
Minimum Landscape Area	25%

These same standards are in effect today and are found in Chapter 9-32 of the Zoning Code.

According to the Zoning Code, "government facility" means a building or area housing offices, and/or support facilities for any seat of any federal, state, county, city, or district agency providing services to the general population (LHMC 9-04.070). The operation of

³Laguna Hills Municipal Code Chapter 9-19 (1995)

government facilities proposed in the C/PI zone are subject to Conditional Use Permit pursuant to LHMC Chapter 9-32.

PROJECT DESCRIPTION

MNWD requests that the City amend Zoning Code and approve its development application to enable it to relocate its administrative office/headquarters currently located at 27500 La Paz Road in the City of Laguna Niguel to the Project site in the City of Laguna Hills.

The proposed Project consists of the construction of three new buildings totaling 64,664 square feet, renovation of existing buildings totaling nearly 23,000 square feet, expanded on-site vehicle fueling capacity, demolition of five existing miscellaneous buildings (totaling nearly 7,000 square feet), and the completion of substantial site improvements consisting of on-site landscaping, parking, exterior parking lot and site lighting, site re-grading, water quality improvements, site drainage, and other on and off-site infrastructure improvements that support the Project. Off-site improvements include the extensions of water, sewer, and recycled water laterals to the site, the construction of a new 21-inch storm drain connection to an existing storm drain line, and a new traffic signal located at the intersection of Moulton Parkway and Gordon Road as identified on the City's Traffic Signal Master Plan (2016). Table 2 below describes the proposed new and renovated buildings, along with a description of the proposed additional fuel storage.

Table 2 – Renovated and Proposed Buildings

Building	Units	Status
Two-Story Building (Operations Center)	46,257 sf	New
One-Story Building (Shop Uses)	12,500 sf	New
One-Story Building (Fleet Uses)	5,907 sf	New
Gas Pumps and Fuel Storage ¹	20,000 gallons (12,000 gallons diesel and 8,000 gallons unleaded)	Expansion and Relocation
Warehouse/Storage	10,215 sf	Renovation
Warehouse Building ²	11,520 sf	Renovation

Notes:

¹ The additional 10,000 gallons of diesel fuel will be stored in aboveground or underground storage tanks.

² The Warehouse Building is identified as the Field Operations Building in the existing setting (Figure 2.5). The building will be renovated and used for storage after Project implementation.

sf = square feet

New development proposed includes a 46,257-square-foot, two-story Operations Center building (Building 1) located on the northern portion of the Project site near the site's entrance. With implementation of the Project, MNWD anticipates a total of 166 employees at the Operations Center. The estimated largest shift would be public utility

staff at 106 employees. The Operations Center building would be constructed using contemporary building materials blended with traditional building forms, such as rectangular buildings with simple roof forms. Overall, the architecture includes varied facades consisting of painted concrete walls and pillars, masonry walls with skim coat finish, spandrel glass panels, walnut wood veneer, standing seam metal roofs, and a neutral color pallet.

The Project also includes a new 12,500-square-foot, single-level Shops building (Building 2) that contains various maintenance shop uses, employee lockers, laundry area, restrooms, break room, and standby (resting) facilities to accommodate staff members to rest/sleep when waiting or “on standby” for operational response service calls. A new 5,907-square-foot, single-level Fleet service building (Building 3) is intended for fleet vehicle repair and maintenance and includes three service bays, a fabrication and welding shop area, various storage rooms, office, and restrooms. The proposed Shops and Fleet buildings are located to the south of the Operations Center building, and would measure 22 feet and 28 feet in height, respectively. The proposed materials, proportion of elements, and architectural character of the Shops and Fleet service buildings are similar to the Operations Center building. A proposed back-up emergency generator has also been incorporated into the proposed Shops building.

In addition to the proposed new construction, renovation of two structures will occur at Buildings 4 and 5 which total approximately 21,735 square feet in size. Building 4 is 10,215 square feet and currently used for warehouse and storage, and building 5 is 11,520 square feet and currently used as a field operations building. Both buildings would be refurbished and repurposed for warehouse and storage uses. Exterior renovation activities include exterior and rooftop painting and façade improvements to modify building access. The proposed building materials include neutral earth tone colors that would complement the new buildings and the surrounding environs.

Moreover, the Project proposes to relocate an existing fuel island and its associated fuel pumps just east of Building 3 approximately 25 feet southeast from the current location and expand the fuel storage capacity from 10,000 to 20,000 gallons. Currently, the site contains 8,000 gallons of unleaded fuel storage and 2,000 gallons of diesel fuel along with three pumps. The Project would increase the fuel storage capacity by an additional 10,000 gallons of diesel fuel. The additional fuel storage would support emergency response activities, allow continued operations in the event of a major power outage at the Project site, or serve as a potential fuel supply depot for other MNWD sites equipped with back-up emergency generators.

Customary delivery of materials, fuel, and equipment will occur between 7:00 a.m. and 5:00 p.m., Monday through Friday. Off-hours deliveries would only occur when materials are needed to repair infrastructure beyond “normal” working hours. MNWD expects to receive six (6) deliveries per day on average.

Site Design Elements

While the primary features of the proposed site plan are the new Operations Center building (Building 1) and Shops Building (Building 2), there are a host of other site improvements proposed that ensure the property is physically capable of supporting the proposed development, ensure the uses proposed at the site can be accommodated, and better integrate the property and its use into its surroundings. Table 3 below compares the Project’s proposed standards with those of the C/PI zone. The specific elements of the Project are also described in more detail below in Table 3.

Table 3 - Project Consistency with C/PI Development Standards

	LHMC Development Standards	Proposed
Minimum lot size	1 acre	11.3 acres
Minimum lot width	Not specified	Approx. 400 ft.
Minimum lot depth	100 ft.	Approx. 1300 ft.
Maximum lot coverage	40%	17.5%
Maximum density	0.50 FAR (246,114 sq. ft.)	0.172 FAR (84,663 sq. ft.)
Maximum building height	50 ft.	37.8 ft.
Minimum setback – front	25 ft.	132 ft.
Minimum setback – side	20 ft.	160.5 ft
Minimum setback – rear	20 ft.	20.96 ft.
Minimum open space	25%	0%
Minimum landscape area	25%	25.02%
Min. bldg. separation		
Main → Main	20 ft.	89.25 ft.
Main → Accessory	2.5 ft.	N/A
Accessory → Accessory	2.5 ft.	N/A

- Grading and Drainage

Grading will take place on the north half of the site in order to create the building pads and associated parking and landscape areas for new construction. In addition, MNWD will be constructing a +/- 25,000 square foot detention/bioretention basin in the property's northwest corner to collect and retain Project storm water for water quality purposes - this feature serves to help meet the Project's water quality obligations, as well as provide additional site landscaping. Also, around certain portions of the perimeter of the site, MNWD will be constructing small concrete channels to convey offsite runoff that the property has historically accepted from surrounding properties into the basin. A number of in-ground on-site drains will also convey runoff from within the property into the basin. Stormwater runoff will leave the site via a new 21-inch concrete storm drain pipe to be constructed in Gordon Road, and connected to an existing 21-inch storm drain located in Moulton Parkway. Drainage details can be found on Sheet C6.0 through Sheet C6.5 of the Project's Civil Engineering Plans. The total grading quantities indicated are estimated to be over 41,000 cubic yards of raw cut, nearly 32,000 cubic yards of raw fill, and over 9,000 cubic yards of possible export depending on soil conditions.

- Landscaping and Open Space

The LHMC requires an open space and landscaping coverage requirement of 25 percent each – a total of 50 percent. "Open Space" as defined by the Zoning Code means any parcel or area of land or water essentially set aside, dedicated, designated, or reserved for public or private use or enjoyment or for the use and enjoyment of owners, occupants, and their guests, of land adjoining or neighboring such open space (LHMC 9-04). "Landscape" as defined by the LHMC includes plants, and other natural materials such as rock and wood chips, and decorative features, including sculpture, patterned walks, fountains, and pools. MNWD's landscape plan primarily focuses on the use of tree planting, and ground cover to enhance the visual quality of the site. Consistent with other projects the City has approved, the Project's bioretention basin, located in the Project's northeast corner, is included in staff's landscape calculations.

As proposed, the Project includes just over 25 percent of landscaping at 123,651 square feet in compliance with the LHMC. Attachment 5 identifies the landscape areas within the Project.

In addition to the 25 percent landscape requirement described above, the C/PI zone standards require that a minimum of 25 percent of the Project site be allocated toward

open space on the site. As authorized by Chapter 9-90 of the LHMC, MNWD has proposed to eliminate the open space requirement for government facilities in the C/PI zone, and has not proposed any open space on the site, which is discussed further below in the Analysis section of this report.

- Screening of Equipment, Materials, and Parking Areas

In accordance with the requirements of the LHMC, the Project is required to provide screening of certain improvements. Parking lots that abut residential uses must maintain an extensive buffer consisting of a minimum five (5) foot-wide planter and a masonry wall/fence with screening vegetation planted in conjunction with the wall (LHMC 9-44.060(G)(11)). Parking lots located across from a residential area shall provide a landscaped berm and wall combination to screen the lot. The existing landscaping surrounding the Project site, including the northern and western perimeter, would be protected in place with additional trees, shrubs, and ornamental landscaping proposed together with new fencing including block and wrought iron, chain link, or chain link with vinyl fencing. MNWD's plan proposes the use of eight (8) foot tall fences, whereas the current permitted maximum height is six (6) feet. This increase in fence height is proposed to be accomplished through a revision to the Zoning Code MNWD has filed as part of its Application discussed in more detail below.

- Perimeter Fencing and Walls

The existing site is currently bounded by an existing six (6) foot tall chain-link fence topped with razor wire. In order to make the site more secure, and consistent with the federal Department of Homeland Security guidelines for risk management of public facilities, the Project would include improved perimeter security by installing new eight (8) foot tall black vinyl-covered chain-link fencing along with eight (8) foot tall wrought iron and masonry fencing.

In addition, access to the interior of the Project site would be restricted by an eight (8) foot tall wrought iron fence with access gates along the perimeter of the proposed detention basin and along the main Project drive and east of the administrative parking lot to separate the public access area from areas of the site that are restricted to MNWD employees and equipment. The Project also includes an eight (8) foot tall CMU screening wall around the drying and material bins at the northeastern corner of the site this area. Attachment 6 provides an illustration of the proposed fence plan layout for the Project site.

- Parking

Pursuant to the LHMC, the parking requirement for the MNWD property is subject to the parking ratios for individual uses set forth in Table 9-44.A in the Zoning Code. To accurately calculate the required parking for all uses on the site, the parking was determined based on the parking requirements for public utility, assembly, and general office uses contained in the Zoning Code. Table 4 below summarizes the City's parking requirements and the proposed parking supply provided for the Project.

Per the City's parking requirements, public utility facilities must provide one stall for each two employees in the largest shift, plus one stall for each vehicle in connection with the use. With implementation of the proposed Project, MNWD would have a total of 166 employees at the Operations Center with the estimated largest shift for public utility staff identified as 106 employees on site. The parking demand was therefore, based on the 106 employees, which would require 53 employee spaces. MNWD also proposes parking for 113 fleet/work vehicles, and a parking stall is required for each. Extensive use of pull-through stalls have been included to limit the noise associated with fleet vehicle backup notifications as much as possible.

Parking demand associated with the Shops, Fleet Service building, and warehouse buildings are already accounted for in the public utility parking demand described above. These buildings support the public utility function with storage space for parts and repair equipment. The employees associated with these spaces work primarily on public utility equipment in the field and access these buildings to complete necessary repairs, and may also have a workstation in Building 1. Vehicles transporting materials to and from the warehouse buildings or ensuing repairs within the Fleet Service building would retain an assigned fleet parking space and no additional parking demand was calculated for these spaces. Table 4 below summarizes the Project's required parking.

- Circulation

Existing access to the MNWD site is provided on Gordon Road from a +/- 24 foot-wide driveway where access is controlled using an electric gate. Adjacent properties that make up the Crestline community also maintain access driveways on Gordon Road. Beyond the entrance to the site, MNWD currently provides a +/- 30 foot wide drive aisle. MNWD will slightly increase the driveway width to 28 feet and provide additional travel lanes beyond the Project entrance since the driveway width is constrained by adjoining driveways that serve the Crestline community. The Zoning Code requires a driveway width of 48 feet consisting of two lanes each for ingress and egress. MNWD

has filed a variance due to the special circumstances that exist of the property's location at the end of the Gordon Road cul-de-sac coupled with the shape of the property that results in a 12-foot wide property street frontage. This existing condition prevents MNWD from providing the minimum 48 foot wide driveway required for this Project.

Table 4 - Parking Summary

Use/ Building	LHMC Requirements	Total	Parking Required	Parking Provided
Public Utility • 5,907 SF Vehicle Repair • 21,735 SF Warehouse • 12,500 sf Maintenance Shop	1 stall/2 employees in the largest shift	106 Employees	53	53
	1 stall/vehicle used in connection with the use	113 Vehicles	113	113
Operations Center • Assembly use • Office use • Public Utility use	1 stall/3 fixed seats or 1 stall/35 SF within main auditorium where no seats are provided*	4,572 SF	131	131
	1 stall/300 SF - GFA	11,558 SF	39	52
	Accounted for in public utility rate	30,127 SF	0	
Total Parking			336	349
Passenger parking			223	236
Fleet vehicle parking			113	113

*The board room and lobby area would have a combined area of 4,572 square feet of public assembly use resulting in an additional 131 parking spaces at a parking rate of one space per 35 square feet (Table 9-44.A).

- Construction Phasing

Project construction is anticipated to take approximately 17 months and is expected to be completed in several overlapping increments. Due to the unique nature of the grading on site, MNWD anticipates grading the Project site in distinct phases with grading operations occurring over a two to four-month initial period, with building construction commencing thereafter and continuing for an additional 12 to 13 months. The basic construction phases would include the following: site preparation; grading; trenching/utility installation; building construction; paving; and architectural coating.

MNWD's goal is to construct the new buildings while ensuring it maintains the ability to use its facility without interruption. Some operations, though, may need to temporarily move off-site to accommodate specific construction events.

Buildings 1 (Operations Center), 2 (Shops Building) and 3, (Fleet Building), are expected to be constructed first while employees would remain in the existing buildings on the east end of the property. Once the new buildings, the associated parking, and landscaping located near each building or parking area are completed, employees occupying the existing buildings would be moved into the new buildings, allowing existing buildings to be refurbished or demolished as specified, along with the associated parking areas, and landscaping.

Description of Proposed Zoning Text Amendments

As mentioned above, MNWD's Project includes three requests to modify the City's Zoning Code, and include: (1) fence height, (2) outdoor storage, and (3) the amount of open space required for the project. LHMC Chapter 9-90 provides the authority for applicants to make requests of the City Council to consider modifications to the City's Zoning Code. Specifically, MNWD's requests propose to make the following changes to the Zoning Code:

- Table 9-32.040: An amendment of the C/PI zoning text to remove the requirement for 25 percent open space for "Governmental" uses. MNWD proposes that the open space requirement be changed so that no open space be provided for projects involving Governmental uses. Attachment 7 depicts the current language in the Zoning Code at Table 9-32.040, and the proposed language.
- Section 9-32.050: MNWD proposes to add a new section to Chapter 9-32 to permit outdoor storage in the C/PI zone. Presently, the only zone where outdoor storage is allowed is in the City's Mixed Use Zone which accommodates all of the light industrial and manufacturing uses located in the City. MNWD proposes to add new language that allows outdoor storage in the same manner as is currently permitted in the Mixed Use Zone for Governmental uses in the C/PI District.
- 9-32.060 Fences, walls and hedges: MNWD proposes to add a new section to Chapter 9-32 to permit fences up to eight (8) feet high to add greater security to its facility. The proposed amendment is very narrow in that it would only apply to Governmental uses in the C/PI zone.

AUTHORITY

New buildings and uses in excess of 20,000 square feet are subject to approval of a Site Development Permit by the Planning Agency pursuant to LHMC 9-92.080(G). The proposed improvements encompass over 64,000 square feet of new building improvements, and will remodel over 21,000 square feet of existing building improvements. As a Government Agency, the operation of government facilities by MNWD, when subject to the City's Zoning Code, require Conditional Use Permit approval by the Planning Agency pursuant to LHMC 9-32.020. Further, Variances from the City's development standards, such as the proposed substandard driveway width, are subject to the approval of a Variance pursuant to LHMC 9-92.080(F).

In addition to the approval of items under the authority of the Planning Agency, MNWD has also requested that the City Council consider amendments to the Zoning Code that would modify development regulations pertaining to fence height, outdoor storage, and required Project open space. Property owners may file a request to modify the City's Zoning Code pursuant to LHMC Chapter 9-90, and are subject to the approval of an ordinance by the City Council.

The proposed Project is unique in that it requires action by both the City Council and Planning Agency. Normally, new development is approved by the Planning Agency in its quasi-judicial role. However, for this Project, MNWD has also requested that the City Council consider modifications to the City's Zoning Code, which is considered a legislative action (i.e. the creation of a new law or modification of existing laws). Because only the City Council can undertake legislative actions, it is necessary for both the Planning Agency and City Council to consider the Project at a joint public hearing.

PROJECT ANALYSIS

MNWD is governed by California Water Code Sections 34000, *et seq.*, including California Government Code Sections 53091 and 53096. Government Code Section 53091 requires each local agency (such as MNWD) to comply with the building and zoning ordinances of the city in which the agency is situated (Gov. Code Sections 53090, 53091(a)). The Government Code, however, provides exemptions from city building and zoning ordinances in certain situations. Specifically, a city's building ordinances do not apply to "the location or construction of facilities for the production, generation, storage, treatment, or transmission of water, wastewater...by a local agency." (Gov. Code Section 53091(d)). Additionally, a city's zoning ordinances do not apply to "the location or construction of facilities for the production, generation, storage, treatment,

or transmission of water...” (Gov. Code Section 53091(e)). Government Code Section 53096(a), however, specifically prohibits an agency from rendering local codes inapplicable if the proposed use of property is for facilities that are not related to the storage or transmission of water. This includes, but is not limited to, “warehouses, administrative buildings, or automotive storage and repair buildings” (Gov. Code Section 53096(a)).

City of Lafayette v. East Bay Municipal Utility District

The application and interpretation of these exemptions was explained in *City of Lafayette v. East Bay Municipal Utility District* (1993) 16 Cal.App.4th 1005. In that case, the East Bay Municipal Utility District (EBMUD) owned a 25-acre property in the City of Lafayette on which it had operated a filter plant since 1929. To accommodate population growth and a corresponding increased demand for water, the EBMUD proposed to move its East Area Service Center to its property in the City of Lafayette. The EBMUD applied to the City of Lafayette for a land use permit to construct new facilities on its property including facilities for materials storage, warehousing, vehicle maintenance facilities, administration buildings and parking. The proposed project was unpopular, and the City ultimately denied the requested land use permit.

In response, EBMUD adopted two resolutions finding that the project was exempt from the City’s zoning regulations pursuant to Government Code Sections 53091 and 53096 and approved the project. The City of Lafayette filed a lawsuit challenging EBMUD’s determination that it was exempt from the City’s zoning regulations.

The Court first analyzed the application of the exemption in Government Code Section 53091 to the proposed project. The Court determined that this exemption only applies to facilities that are “directly and immediately” used to produce, generate, store, or transmit water. The Court found that the proposed project was a facility for the storage of materials and equipment necessary for the maintenance and repair of aqueducts, pipelines, filter plants and reservoirs. As a result, the proposed project was deemed a “support facility” and did not perform the function of generating, storing or transmitting water. The Court thus concluded that the EBMUD could not claim an exemption from the City of Lafayette’s zoning regulations under Government Code Section 53091.

The Court next addressed the application of the exemption in Government Section 53096. The Court characterized the exemption in this section broader than the exemption in Section 53091 in that it applies to facilities “related to storage or transmission of water.” This exemption, however, specifically excludes facilities such as

warehouses, administrative buildings, or automotive storage and repair buildings because they are not directly connected with the unique function of water storage and transmission. On this basis, the Court concluded that a project is exempt under Section 53096 “only if *all* or *substantially all* of the proposed facilities of consequence included in a project are related to storage or transmission of water.”

The Court found that the essential purpose of the EBMUD’s proposed project was to provide a base of operations for field services that were necessary for the maintenance and repair of the water system in EBMUD’s service area. The largest component of the project consisted of storage yards and buildings containing equipment that were vital to the continued functioning of the water system, including fuel, pipe, fittings, sand, rock, and gravel. The Court determined these were exempt under Section 53096. The Court also found that the proposed office building and parking areas were exempt because they were an integral and vital part of the water system. Specifically, the office spaces, labs, shops, and crew support areas related directly to the function of water storage and transmission.

The Court, however, found that the project contained several significant nonexempt components under Section 53096. The warehouse and vehicle maintenance bay facilities were not exempt because they were expressly excluded in Section 53096, and because they did not directly facilitate water transmission or storage.

Ultimately, the Court concluded the project was not exempt under 53096. Even though the largest component of the project was exempt (meaning the storage yards and buildings containing equipment and materials vital to the continued functioning of the system), the entire project was not exempt because it included several nonexempt components (meaning the warehouse and vehicle maintenance bay facilities). As a result, the proposed project was subject to the City of Lafayette’s building and zoning ordinances.

MNWD’s Proposed Project

As for MNWD’s Project, none of the proposed project components qualify as “directly related” to the production, generation, storage, treatment, or distribution of water (water transmission) under Government Code Section 53091.

Some of MNWD’s proposed Project components may, however, qualify as exempt components under Government Code Section 53096 because they could be considered “support facilities” that are “integral” and a “vital part” of the water system. Examples

of such “support facilities” include crew office spaces, shop spaces, crew support areas, and storage buildings that will store items that integral and a vital part of the water system. Staff calculates these areas to encompass approximately 57,000 square feet consisting of +/- 20,000 square feet of Building 1, all of Building 2 (12,500 square feet), a portion of Building 3 (+/- 2,700 square feet), as well as all of Buildings 4 (10,215 square feet) and 5 (11,520 square feet), which are involved in the storage of parts and supplies related to the transmission of water or wastewater. In addition, staff identified over 29,000 square feet of other site improvements such as employee and fleet vehicle parking that would also be exempt support facilities. If these uses and components were proposed as a stand-alone project, they most likely would be exempt from City zoning and building codes pursuant to the Government Code. Required parking for these “support facility” functions might also be considered to be exempt, and based on employee figures provided by MNWD, 53 parking spaces are required to serve functions that staff has determined could be exempt from City zoning and building codes.

Other Project components, however, such as the proposed administrative headquarters, boardroom and automotive repair components are statutorily nonexempt pursuant to Government Code Section 53096. Therefore, they are subject to the City’s zoning and building codes. The Project’s proposed ancillary uses, including outdoor storage of materials and fleet parking, would also be “non-exempt.” These “non-exempt” Project components include approximately 29,000 square feet of new building area, and over 115,000 square feet of other site improvements such as public parking.

The proposed project components are more specifically described below and listed in Attachment 8. Given the extent of the Project components proposed by MNWD that are nonexempt from the City’s zoning and building codes, staff’s understanding of the referenced Government Code sections, as interpreted in the *City of Lafayette* case, is that MNWD’s entire Project is subject to the City’s zoning and building codes. This is the case even though a portion of the Project includes components that may be exempt.

In conclusion, when a water district’s project is exempt under Section 53091 or Section 53096, the district is not required to comply with a city’s local building or zoning codes. In order to be exempt under Section 53091, the project’s facilities must directly engage in the production, generation, storage, treatment, or transmission of water or wastewater. Section 53091 does not provide an exemption for support facilities. City staff has determined that MNWD’s Project is not exempt under Section 53091 because it does not contain facilities that are directly and immediately used to produce, generate, store, or transmit water. Plant 2A serves as the District’s base of operations

facility, and Plant 2A does not distribute, recycle, or store water, and does not engage in wastewater treatment. Therefore, certain facilities included in MNWD's Project are considered support facilities that are not exempt under Section 53091.

However, Section 53096 provides a broader exemption, which applies to critical support facilities that are vital and integral to the storage and transmission functions of water districts. While support facilities can qualify for exemption under Section 53096, the statute specifically prohibits an exemption for "warehouses, administrative buildings, or automotive storage and repair buildings." Here, the District's Project includes administrative buildings and automotive repair building components.

While the District's Project may incorporate some exempt components under Section 53096, in order for the entire project to be exempt, all or substantially all of the facilities must be related to storage or transmission of water. Because the District's proposed Project includes a new administrative headquarters, a new boardroom, and new vehicle maintenance facilities, the Project includes several nonexempt components. Similar to the project discussed in *City of Lafayette*, and based on the various components of the proposed Project, City staff has concluded that the District's inclusion of several nonexempt components renders the entire Project not exempt under Section 53096.

By extension, the Project must also be consistent with the City's General Plan since the City's Zoning Code prohibits the approval of projects that are inconsistent with the City's General Plan. Generally, the City's review of MNWD's proposed development application is based on the Project's conformance with the City's development standards contained in the Zoning Code, the Project's consistency with the General Plan, and compliance with the California Environmental Quality Act.

The Planning Agency's responsibilities are to determine if the proposal affirmatively meets all of the City's thresholds for approval. The scope of the Planning Agency's review includes the Site Development Permit, Conditional Use Permit, and Variance. As previously described, the Planning Agency must make findings affirming the Project's consistency with the City's Zoning Code and General Plan. These findings are included as Attachment B in the proposed resolution approving the Project in Attachment 9.

The City's Zoning Code, contained in Title 9 of the LPMC (also referred to as the "Development Code"), sets forth the City's development standards, identifies under what circumstances a zoning application must be filed for new development and the establishment of new uses, and the basis on which the Planning Agency must decide whether or not to approve a development project. While each zoning district contains

the set of development standards to which new development and proposed uses must conform, the processing of requests for new development is contained in Chapter 9-92 of the Zoning Code. In order to be approved, an application for new development must meet the development standards contained in the City's Zoning Code. In the event a project is unable to meet the City's development standards, an applicant has the opportunity to apply for a variance to allow the project to be built with one or more deviations from the City's development standards based on findings of hardship. This is the case for one aspect of MNWD's project pertaining to access.

In the event an applicant believes that the City should consider changes to its development regulations, the Zoning Code also allows for applicants to petition the City Council to modify the City's development standards. Requests for changes to the Zoning Code are uncommon in a development application, however, the process allows the City Council to engage with stakeholders over how the community should continue to evolve. As it pertains to MNWD's development application, MNWD is seeking to improve the efficiency and effectiveness of its services to the community. However, the City's Zoning Code limits the degree to which MNWD may use its property by prohibiting specific activities such as outdoor storage. The intensity of the use of the property is further limited as a result of the requirement for open space that applies to the property. The Zoning Code also seeks integration of uses through design by limiting the height of fencing. MNWD is seeking the City's approval to modify these standards so that it can better serve the community.

MNWD's Project features and design approach are described in more detail below.

Project Site Plan Design Approach

The Project meets or exceeds the development standards of the Zoning Code but fails to provide the required open space, exceeds the maximum six (6) foot fence height allowed, and proposes outdoor storage which is not a permitted use in the C/PI Zone. Further, the Project does not meet the required driveway width of 48 feet for developments that contain over 250 parking stalls. These deficiencies are addressed elsewhere in this report. Otherwise, the Project meets or exceeds Zoning Code standards relative to setbacks, building height limits, maximum building area, parking, and landscaping.

The property's +/-11 acre size allows MNWD to substantially increase the size of its operations on the site. The C/PI zone standards would allow +/- 246,000 square feet of building area on the site, but instead MNWD only proposes to develop the site to a

portion of its maximum building area at +/- 86,000 square feet. Instead of maximizing building area, MNWD has opted to make room for its fleet vehicles and equipment by providing over 113 parking spaces on site for them. This will enable MNWD to centralize its operations.

The proposed site layout calls for public uses to be located toward the front of the site, segregated from the remainder of the site which is dedicated to MNWD's non-public facilities. Gated access points would limit the publicly accessible areas of the site, eliminating potential conflicts between MNWD's equipment and visitors to MNWD's offices. MNWD has also designed its on-site circulation by providing drive aisles that are wider than the City minimum, larger vehicle turning radiuses, and clear directional pavement markings for MNWD equipment. A vehicle turnout area that can accommodate larger vehicles, such as those used to deliver equipment and materials, is also provided near the project entrance, but away from the main driveway, avoiding potential bottlenecks with patrons who have business at the Operations Center building (Building 1).

Parking is also well distributed throughout the site, making access for employees relatively convenient throughout the 11-acre site. Pedestrian access is also limited to the front half of the site around the Operations Center since this is the area where most of the pedestrian access will occur. Buildings not used for storage are connected through walkways that are typically separated from parking areas for ease of pedestrian access. Areas that are used for storage and warehousing also have parking in close proximity to building entrances.

Landscaping Design Analysis

Surrounding the building locations would be ample landscaping that results in slightly over 25 percent of the site area (+/-123,400 square feet). This includes the proposed bio-retention basin. No open space on the site has been proposed by MNWD, and instead, MNWD seeks a modification of the open space requirement in the C/PI zone so that no open space would be required for government facilities.

Trees, shrubs, and ornamental landscaping are well-distributed within the Project boundaries and interior parking areas, and include both native and drought-tolerant plants. Project landscaping would serve as a buffer between the Project site and nearby residences. The preliminary landscape plan (Sheet L1.1) illustrates the proposed plant material and landscape design. Although not a part of the Project, and not included in the Project's landscape calculations, private slopes adjacent to the Project site provide a

substantial off-site physical buffer between the Project and adjacent single-family residences located on La Cienega Street, Rio Grande Avenue, and Mandeville Drive. The existing on-site landscaping located along the western and northern perimeter would be protected in place, including mature trees, which will help screen the Project from view from the portion of the Crestline community north of the site.

Project landscaping is subject to the City's Water Efficient Landscape Ordinance requirements and Condition 18 requires MNWD to provide a final landscape and irrigation plan for review and approval by the Director prior to the issuance of building permits.

Analysis of Equipment and Vehicle Screening

In conformance with the LHMC, proposed ground mounted mechanical equipment is located within enclosures to limit their visual and acoustic impacts. Specifically, an emergency generator is housed within a 17-foot-8-inch tall CMU enclosure on the west elevation of the Shops Building (Building 2), a stationary operations compressor is housed within a compressor room located in the Fleet Building (Building 3), and HVAC (heating/ ventilation/ air conditioning) units are screened and housed in a mechanical well along the east elevation of the Operations Center Building (Building 1) and within block wall enclosures for Buildings 2, 3, and 4. Due to the grade separations between the Project site and surrounding residential properties, compliance with the LHMC regarding the screening of all roof-mounted equipment would most likely be unfeasible or unsightly. Therefore, MNWD provided for all mechanical equipment to be installed in at-grade locations out of the surrounding residential neighborhoods line of sight with no roof-mounted equipment, including HVAC and other mechanical equipment. Trash enclosures are also enclosed with CMU walls and include standing seam metal roofs. This approach to equipment placement and screening reduces visual and noise impacts to surrounding uses and properties.

Subject to the approval of the proposed amendments to the Zoning Code to permit outdoor storage in the C/PI zone, MNWD proposes improvements that would enhance the functionality and efficiency of existing uses, including the relocation of various outdoor material bins and drying beds from the central portion of the Project site near the northern property line to the northeast corner of the Project site. The material bins store miscellaneous materials (e.g., aggregate base and asphalt used to repair streets following completion of a pipeline repair, the dried soils excavated from miscellaneous repairs, and other materials). Currently, the existing material bins and dry bed storage

areas are primarily open and exposed to nearby residences. The new location would be enclosed and designed with five (5) foot-tall walls on three of the four sides and a slanted metal shed roof to visibly screen and reduce noise associated with the loading and unloading activities in this area. An eight (8) foot tall masonry screen wall is also proposed around the material bin enclosure at the northeastern corner of the property to further screen the material bins and drying bed from surrounding uses and reduce noise. The interior side of the enclosure would be open and unscreened with unobscured visibility from the interior of the property to enhance the efficiency of the loading and unloading of material and to allow wet soils and materials to dry prior to being removed from the site to an appropriate disposal facility.

Other equipment stored outdoors (e.g., fleet trucks, emergency water trailers, portable emergency generators, portable pumps, and backhoes) would be covered, but would remain open on all four sides. This approach will be an effective screening technique for equipment and vehicles since the roof structures will reduce the visibility of stored equipment and parked vehicles from properties that have a line-of-site from above. The Operations Building will block views into areas of the site that are designated for equipment storage and fleet parking as viewed from that portion of the Crestline community that has views into the site from the west, in addition to the site perimeter landscaping as described previously.

Project Parking Analysis

Based on the City's parking requirement for public utility, assembly, and general office uses of the site, the MNWD would be required to provide a total of 336 spaces (223 passenger vehicles and 113 fleet vehicles). As proposed, the Project exceeds the City's parking requirement and includes 236 passenger vehicle parking spaces and 113 fleet vehicle parking spaces for a total of 349 parking spaces as described by Table 3.

Traffic Impacts, Traffic Circulation Analysis & Driveway Variance Request

To support the expansion of the use and maintain access to the site, MNWD proposes to provide a 28-foot-wide access driveway from Gordon Road, with one ingress lane and one egress lane, 14-feet-wide each. However, per Table 9-44.C of the LHMC, the Project requires a 48-foot-wide driveway to accommodate four travel lanes (two ingress/two egress) since the Project contains more than 300 parking spaces. The proposed driveway configuration would normally support a site containing up to 100 parking spaces.

Consequently, MNWD has requested a variance from the Zoning Code in accordance with LHMC 9-92.080(F) to maintain its configuration of one ingress lane and one egress lane. Beyond the driveway, MNWD is able to provide four travel lanes (two egress and two ingress). One of the travel lanes serves as a turn out lane for third-party vendors to park temporarily while their clearance to enter the site is verified. This lane configuration allows vehicles to continue to enter and leave the even if a vehicle is waiting for clearance to enter the site.

The existing security gate would remain in place and would be open during business hours (7:00 AM to 5:00 PM, Monday through Friday). The access gate would also be open during Board Meetings providing unrestricted public access to the Operations Center and its associated Administrative Office parking lot located west of the Operations Center building. For safety reasons, the eastern portion of the Project site will not be accessible to the public. Internal access control gates are proposed east of the Operations Center parking lot and along the main entry drive with key card access for MNWD employees. A stop sign and directional striping will be placed at the driveway entry signifying transition to the public street.

After-hours access would enter and exit the Project site from the gated access driveway off Gordon Road via a remote gate-opening device installed on the electronically operated gate which would provide for emergency access for the Orange County Fire Authority (OCFA) as well as the Orange County Sheriff's Department (OCSD).

The traffic impact analysis prepared for the Project analyzed the driveway use and found that 62 trips would be generated during peak traffic hours (26 AM/ 36 PM) and have a daily volume of 288 vehicles (144 In/ Out). Despite the non-compliant driveway width, the Project traffic study does not indicate that any circulation issues are anticipated as a result of the Project.

MNWD is unable to meet the requirement for a wider driveway given the property's location at the end of the Gordon Road cul-de-sac adjacent to two other driveways which serve the Crestline community. A wider driveway for the Project would encroach over existing driveways, and result in a driveway approach design, or shared driveway configurations, that do not meet City design standards. The use of a 48-foot wide driveway would cross over into the travel lanes of both driveways of the adjacent Crestline community on either side of the Project, as well as over property lines.

The property's location at the end of a cul-de-sac, coupled with its shape, result in a special circumstance that are not typical of other properties in the C/PI zoning district

that are developed with substantial building improvements, such as the three elementary school sites (Lomarena/ Valencia/ San Joaquin Elementary) and high school campus (Laguna Hills High School) located in the City. Despite being the second largest property in the C/PI zone at over 11 acres, and having a site perimeter over 3,300 linear feet, the property only maintains a 12-foot street frontage for access to the public street. This is in contrast to school sites, which have smaller site areas (with the exception of Laguna Hills High School), yet maintain most of their site perimeter adjacent to a public street. SVUSD school sites maintain approximately 1,500 feet to 3,500 feet of street frontage, since all have street frontage on two or three sides.

Granting the Variance will not constitute a special privilege, but rather permit MNWD to further develop its property in the manner permitted by the C/PI Zoning District. Properties in the C/PI zone may reach an FAR of up to .50 for Governmental uses. MNWD proposes an FAR of well below the maximum at just under .18 FAR.

The Project Traffic Study determined that MNWD's Project would significantly increase delays (time spent by vehicles at intersections) at the Gordon Road/ Moulton Parkway intersection which is unsignalized. For unsignalized intersections, vehicle delay is the measure by which impacts are evaluated. The City's traffic impact guidelines do not identify a threshold above which increases in delay at unsignalized intersections are significant. However, if the intersection were signalized, the project would contribute greater than 0.01 to the intersection's volume/capacity (v/c) ratio (the City's significance threshold for a traffic increase). Therefore, the increase in delay at this unsignalized intersection was considered significant during the Project's CEQA evaluation since the intersection operates at an unsatisfactory LOS during the a.m. peak hour in the existing condition.

The intersection was also found to satisfy certain Traffic Signal Warrant triggers in existing traffic conditions, providing further justification that a signal should be added to the intersection. The Project traffic impact study determined that installation of a signal at this intersection would not interfere with the coordination or spacing of signals along the current Moulton Parkway Smart Arterial, where traffic signals are synchronized to facilitate traffic flow on arterials. With the construction of a traffic signal at intersection, the proposed project can be implemented without impacting the design or operation of the surrounding roadway system. With the addition of the new traffic signal as mitigation, the significant increase in vehicle delay described above is reduced to a less than significant impact.

Staff notes that the Project will add traffic to this intersection equating to a fair share of 34 percent according to the City's traffic study guidelines. However MNWD has committed to provide the full cost of the installation of the signal improvements. Condition 88 identifies MNWD's obligation for the new traffic signal's installation.

A detailed analysis of the Project's impacts can be found in the Project IS/MND. Appendix K of the IS/MND contains the Project traffic analysis.

Project Lighting Analysis

The Project site is and would continue to be illuminated from sunset to sunrise (generally from 6:00 p.m. to 6:00 a.m., depending on the time of year). Existing exterior lighting fixtures would be replaced as part of the Project resulting in new lighting for proposed buildings, parking areas, and driveways, and to enhance security and safety for visitors and employees. All lighting associated with the Project shall be directed toward the interior of the site so as not to create impacts to motorists on adjacent roadways or to surrounding uses in accordance with City lighting standards and requirements. All lighting would be hooded or shielded to focus the light downward and prevent light spillage onto adjacent properties. The MNWD's Photometric Plan (sheet SDE-01 of the Applicant's plans) illustrates the layout of the proposed on-site lighting fixtures and the relative illumination that would occur on the Project site.

Analysis of Proposed Zoning Text Amendments

MNWD requests that the City Council modify three existing development standards in the C/PI Zone to enable it to move forward with its Project. These standards pertain to: (1) eliminating required open space in the C/PI zone for Government facilities, (2) allowing outdoor storage to be permitted in the C/PI zone for Government facilities, and (3) modifying the permitted fence height to allow fencing up to eight (8) feet in height for Government facilities in the C/PI zone. MNWD's requests are limited to Government facilities. This ensures that the revised standards are not extended to other uses permitted in the C/PI zone.

- Open Space Standard Elimination

The requirement for open space in the C/PI zone is a site design feature, and is not to be confused with the same term in the City's General Plan. The City's Conservation and Open Space Element describes open space as consisting of "public and private parks; natural open space corridors; hillsides; canyons; and various utility, roadway, and buffer easements." The Conservation and Open Space Element goes on to state that "The

purpose of designating these open space areas is to preserve environmental resources and aesthetic attributes, and protect public health and safety.” Figure COS-1 of the General Plan identifies the location of such open space areas, which does not include the subject property. Mandeville Park and the private slopes adjacent to the site are identified as open space areas in the General Plan, but they are not associated with the Project in any way.

Open Space as defined in the Zoning Code “means any parcel or area of land or water essentially set aside, dedicated, designated, or reserved for public or private use or enjoyment or for the use and enjoyment of owners, occupants, and their guests of land adjoining or neighboring such open space”. Within the meaning of the Zoning Code, open space is envisioned to provide public or private use or enjoyment. In contrast Open Space within the meaning of the General Plan is environmental preservation, recognition of aesthetic values, and protection of public health, safety, and welfare.

Elimination of the open space standard for C/PI properties will have no material impact on other properties currently zoned C/PI. The C/PI zoning encompasses 12 sites totaling approximately 157 acres within the City. The only other occupied properties are school facilities, which are not typically subject to city zoning regulations. Of the sites zoned C/PI, school sites have the highest probability of redeveloping over the long term, but placing a timeframe on a school site conversion to a subsequent use would be extremely speculative. Other properties currently zoned C/PI would be considered critical infrastructure likely to never redevelop since they include regional highways (the SR-73 Toll Road), OCTA/ Metrolink railroad infrastructure, and water transmission facilities.

Should school properties and other MNWD property ever become surplus sites available for development, it is likely that potential buyers would seek zone changes and general plan amendments for residential development, considering the residential nature of surrounding locations. Staff does not believe the parcels consisting of SR-73 or the current Metrolink ROW, would ever convert to other uses. Ultimately there is no way of knowing when, or if, any of the sites identified above would ever be redeveloped. Therefore staff does not view MNWD’s request as having any significance beyond its proposed Project.

A summary of the specific properties within the C/PI zoning district, and the current land uses on each, is identified in Table 5 below.

Table 5 – Properties within the C/PI Zone

Sites	Approx. Lot Size	Zone	Current Use
26161 Gordon Road	11.3 acres	C/PI	MNWD Plant 2A (Subject Property)
25536-25598 Nellie Gail Road		C/PI	Water tower tanks
24773 Mendocino Court		C/PI	Water tower tank
25401 Paseo De Valencia		C/PI	Laguna Hills High School
25100 Earhart Road		C/PI	Lomarena Elementary
25661 Paseo De Valencia		C/PI	Valencia Elementary
22182 Barbera		C/PI	San Joaquin Elementary
West side of Railroad ROW abutting City's eastern boundary near OSO Parkway and Cabot Road (three parcels)		C/PI	OCTA/ Southern California Regional Rail Authority (Metrolink)
I-73 Near Moulton Parkway / Oso Parkway		C/PI	San Joaquin Hills Transportation Corridor ROW (Toll Road)
I-73 Near Greenfield Drive		C/PI	San Joaquin Hills Transportation Corridor ROW (Toll Road)

- **Modification of Outdoor Storage Prohibition in the C/PI Zone**

The LHMC prohibits outdoor storage as defined in Chapters 9-74 (Property Maintenance) and 9-04 (Definitions) within all zoning districts. Accordingly, a ZTA is required in order to allow outdoor storage use in the C/PI Zoning District. Without the proposed amendment, MNWD would be prohibited from storing vehicles and equipment on the site. MNWD would instead be required to place all materials and equipment in an enclosed area. This is an impractical operational issue for a public works operation where material and equipment is constantly being transferred, or stored outside until needed.

MNWD has the added need for a “drying bed” that ideally should be exposed to air and sunlight that allows wet soils to dry prior to being removed from the site. When pipelines are in need of repair, the District uses a hydro-excavator to excavate around the pipeline. Hydro-excavators use high-pressure water to break up soil, and a vacuum technology to remove the wet soil from around the pipe. This process protects existing

infrastructure from potential damage that could be caused using a backhoe, and is more efficient than using hand-digging techniques. The material inside a hydro-excavator is emptied into the drying beds to allow the soil to dry. Once dry, the materials are transported to an appropriate disposal facility. The material bins store miscellaneous materials (e.g., aggregate base and asphalt used to repair streets following completion of a pipeline repair, the dried soils excavated from miscellaneous repairs, and other materials) necessary to support the operations of the District.⁴

The material bins and drying bed are currently located on the central portion of the Project site near the northern property line. In the proposed Project, the material bins and drying bed would be located in the northeast corner of the Project site. The material bins and outdoor storage areas would be enclosed by three walls and a roof. One side of the structures would be open to the interior of the property. As in the existing operational conditions, normal delivery of materials to the Project site would occur during typical business hours (i.e., 7:00 a.m. to 5:00 p.m., Monday through Friday). It should be noted that spoils generated from emergency repairs may be delivered to the site outside of typical business hours.⁵

An eight (8) foot concrete masonry unit (CMU) screening wall would also be constructed in the northwest corner of the site to further screen the material bins and drying bed from the surrounding uses and reduce noise.⁶

For MNWD, the ability to consolidate equipment and materials onto one site improves its ability to operate more efficiently by reducing travel time for crews to obtain equipment and materials needed for repair work. This translates to reduced downtime for infrastructure in need of repair, including City infrastructure such as streets or sidewalks. Without the amendment, MNWD would need to remove the proposed drying bed, materials storage, and equipment storage off the site, resulting in operational inefficiencies.

To accommodate MNWD's operational needs, Section 9-32.050 would be added as a section under Chapter 9-32 (C/PI Zone) of the LHMC. This section would be added to the LHMC as part of the requested ZTA to allow for Outdoor Storage facilities when proposed as part of a Governmental uses, with the exception of drying bins. Outdoor storage areas would be required to be enclosed by three walls and a roof and would

⁴ *Final Initial Study/ Mitigated Negative Declaration - Moulton Niguel Water District Operations Center and Site Consolidation Project*, LSA 2018, 2-19.

⁵ Ibid

⁶ Ibid

remain open to the interior of the property. In addition, equipment stored outdoors (e.g., emergency water trailers, portable emergency generators, portable pumps, and backhoes) would be covered but would remain open on all four sides. Material bins would also be covered. On-site storage of materials is necessary to provide reliable and responsive water and wastewater treatment services to MNWD customers.⁷

- Modification of Fence Height Standard in the C/PI Zone

The third component of MNWD's proposal to amend the Zoning Code proposes to increase the maximum fence height in the C/PI Zone from six (6) feet to eight (8) feet. Presently, the maximum fence height permitted in the City is six (6) feet, although it is possible for retaining walls in residential zones to achieve retaining wall heights up to eight (8) feet through a site development permit. MNWD's request would permit fence height in the C/PI zone for Government facilities up to eight (8) feet. The increased fence height would enhance the site's security, which is a desirable site security element consistent with guidelines for government facilities published by the federal government.

Communities regulate fence and wall height for a variety of reasons including but not limited to aesthetics, safety, security, privacy, and screening. MNWD's request would address aesthetics, safety and screening as it relates to its Project, and its integration into the surrounding setting. MNWD uses a combination of fence types to address different Project components.

The most common type of fencing will be chain link fencing that provides security around most of the site. The federal government, as recently as 2015, updated recommended strategies for local government facilities to help guide efforts to secure and strengthen critical infrastructure.⁸ Maintaining a secure perimeter is one of the basic recommended strategies, and MNWD proposes to implement the recommendation.

More tailored approaches to fence design are proposed to address aesthetics and screening. Along the northwest property line, MNWD proposes to use a combination eight (8) foot tall CMU and wrought iron fence line adjacent to the Crestline community located adjacent to Sunnyglen Avenue. This approach preserves existing mature trees which will provide a substantial visual barrier between residences and the Project. MNWD will also use an eight (8) foot high CMU solid screen wall near the northeastern

⁷ Ibid, 2-45.

⁸ 2015 Government Facilities Sector-Specific Plan, Department of Homeland Security, 2015.

portion of the site to help screen drying bed activity from adjoining uses. The proposed approach to site fencing will help better integrate the Project into the area by directly and indirectly providing enhanced screening opportunities for offsite uses. Adjacent to Imperial Drive, MNWD will use vinyl-covered chain link fencing to help improve the outward appearance, and the longevity of, existing perimeter chain link fencing. The additional fence height will also facilitate the removal of the existing fencing which currently includes the use of razor wire.

General Plan Consistency Review Requirements

Consistent with the City's Zoning Code and State planning law, projects under consideration must be consistent with the City's General Plan. The City's General Plan was last updated in 2009 and has been amended since then on several occasions. Since the City maintains a well-established built environment, much of the General Plan focuses on compatibility between continued in-fill growth (the use of land within a built-up area for further development) and existing, established uses such as the City's residential neighborhoods.

A community's general plan is regarded as the centerpiece of all land use decisions that come before a local decision making body where a new development project, or establishment of a new use, is under consideration. A community's general plan establishes broad goals, policies and objectives for the on-going physical, economic, and social development. The general plan represents the community's view of the future and becomes a "blueprint" for creating the view envisioned by the community (Laguna Hills 2009). Therefore, a use or development project that is found to be inconsistent with the general plan cannot be approved as a matter of State planning law (see Government Code Section 65860).

Given the requirements of State law, the City imposes on itself for every proposed development application a review for project conformance with the Laguna Hills General Plan. This determination is spelled out in "findings" in resolutions or ordinances that staff prepares for the City Council's and/or Planning Agency's consideration as is relevant to each development application.

The proposed Project involves the intensification of existing land uses on the site and does not propose the introduction of new activities or land uses on the property that would be inconsistent with the Public/Institutional Land Use designation for the site. Therefore, the proposed Project would not conflict with the City's General Plan land use designation for the Project site.

The Project IS/MND includes Table 4.10.A, which provides a consistency analysis of the relevant policies from the City's General Plan. Staff has attached the table as Attachment B of the proposed resolution approving the Project (Attachment 9) which describes the Project's level of consistency with the City's General Plan. Although the consistency analysis was included as part of MNWD's CEQA document, staff reviewed these with the District to ensure the analysis reflected the City's values. This consistency analysis includes 32 General Plan policies with which the Project is consistent.

Project Environmental Review Process and Requirements

In addition to being scrutinized under City's Zoning Code and General Plan, the proposed Project is subject to the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*, Title 14, California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines). While the City typically takes the lead in conducting a project's environmental review, CEQA identifies an exception when two or more public agencies are involved. The lead agency for CEQA purposes is generally the public agency with the principal responsibility for carrying out or approving a project. (Public Resources Code § 21067.) Specifically, where the project will be carried out by a public agency, that agency is directed to act as the lead agency for CEQA purposes. This is true even where the project is located within the jurisdiction of another public agency, or where another public agency will play a role in approving the project. (CEQA Guidelines § 15051(a).)

Here, the District, a public agency, will be carrying out the Project within the City of Laguna Hills. Because the District is carrying out the project, the CEQA Guidelines direct the District to act as the lead agency for CEQA purposes. This is the case even though the Project will be located within the City, and the City will play a role in approving the Project.

In 2015, staff and MNWD reviewed the responsibilities both the City and MNWD would have in carrying out the Project and determined that MNWD would be the lead agency for the Project since MNWD had the primary responsibility for carrying out the Project. In September 2015, the City conveyed to MNWD that the District had the principal responsibility for carrying out the project since it will construct, own, and operate the Project. Therefore, the City was determined to be a responsible agency for the Project.

A responsible agency is any public agency with discretionary approval power over a project, other than the lead agency. (Public Resources Code § 21069.) Generally, a responsible agency is required to rely on the lead agency's CEQA determination when the responsible agency approves the project in question. Specifically, the responsible

agency is required to review and consider the lead agency's environmental document, and all supporting documentation, and make findings stating that it has reviewed and considered the lead agency's environmental document. The responsible agency must also adopt a mitigation monitoring and reporting program where it adopts mitigation measures and/or conditions of approval for the project. (Public Resources Code §21081.6(a); CEQA Guidelines § 15097.)

For this Project, the City Council/ Planning Agency is relying on the Mitigated Negative Declaration approved by MNWD in determining whether or not to grant the requested Project approvals. As the lead agency, MNWD commenced its environmental review for the Project, and consulted with the City as to possible environmental impacts, analysis of those impacts, and applicable mitigation measures for various environmental topics under the area of the City's expertise, in accordance with Section 21153 of the Public Resources Code. MNWD's CEQA process was concluded on July 13, 2018, where it adopted a Mitigated Negative Declaration for the Project, including a Mitigation Monitoring Reporting Program (MMRP). A Notice of Determination was filed and posted on July 16, 2018.

It is appropriate for the City to rely on MNWD's CEQA process for the following reasons, as spelled out in MNWD's Resolution No. 18-12:

- a) MNWD is the Lead Agency for the Project pursuant to Public Resources Code Section 21067, and the State CEQA Guidelines (Cal. Code Regs., Title 14 Section 15000 *et seq.*) Section 15051;
- b) MNWD prepared an Initial Study for the Project pursuant to State CEQA Guidelines Section 15063, and on the basis of the Initial Study, concluded that the proposed Project could have potentially significant impacts but that those impacts could be reduced to less than significant levels with implementation of proposed Mitigation Measures. The District determined that a Mitigated Negative Declaration ("MND") should be prepared for the proposed Project, and subsequently prepared an MND for the Project pursuant to Public Resources Code sections 21064.5 and 21080, subdivision (c), and the State CEQA Guidelines section 15070 *et seq.*; and
- c) MNWD filed a Notice to Intent to Adopt a Mitigated Negative Declaration on March 29, 2018 with the Orange County Clerk pursuant to State CEQA Guidelines section 15072, and provided copies of the draft Initial Study and MND ("IS/MND") to the public and the State Clearinghouse for a thirty-day review and comment

period beginning on March 30, 2018 and ending on April 30, 2018 pursuant to Public Resources Code section 21091 (b), and in addition provided fifteen (15) additional days for public comment on the draft IS/MND; and

- d) Pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), MNWD prepared a program for reporting on or monitoring the changes which it has either required in the proposed Project or mitigated significant environmental effects and adopted a "Mitigation Monitoring and Reporting Program" (MMRP); and
- e) MNWD complied with the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") and the State CEQA Guidelines, as evidenced by its adoption of MNWD Resolution No. 18-12, making findings that all environmental impacts of the proposed Project were either insignificant or could be mitigated to a less than significant level pursuant to the mitigation measures outlined in the MND, Initial Study, and the MMRP. MNWD determined that there was no substantial evidence in the record supporting a fair argument that the proposed Project would result in significant environmental impacts, that any comments received regarding the proposed Project had been examined and determined to not modify the conclusions of the IS/MND, that IS/MND documents had been completed in compliance with CEQA and the State CEQA Guidelines, that the IS/MND had not been substantially revised after public notice of its availability and recirculation was not required (State CEQA Guidelines, § 15073.5.), that new information added to the IS/MND in response to comments merely clarified and amplified the draft MND's conclusions and that no recirculation was required (State CEQA Guidelines, § 15073.5(c), and that the IS/MND contained a complete, objective, and accurate reporting of the environmental impacts associated with the proposed Project and reflected the independent judgment of MNWD; and
- f) MNWD approved and adopted the IS/MND prepared for the proposed Project, and approved and adopted the Mitigation Monitoring and Reporting Program prepared for the proposed Project, and as the Lead Agency MNWD reviewed and considered the information contained in the MND, Initial Study, and administrative record on file with the District which is available for review at the District's current Administration Building, located at 27500 La Paz Road, Laguna Niguel, California; and

- g) MNWD filed a Notice of Determination with the County of Orange and the State Clearinghouse on July 16, 2018, which was within five (5) working days of the adoption of its Resolution No. 18-12 on July 13, 2018; and
- h) Although a legal challenge was filed against the Project by the Ridgefield HOA (Plaintiffs), the District (Defendant) entered into a Settlement Agreement with Plaintiffs, who in turn dismissed the lawsuit on September 25, 2018.

In analyzing the Project's environmental impacts, MNWD determined that there were no significant impacts in the following impact categories:

Agriculture and Forest Resources; Greenhouse Gas Emissions; Land Use/ Planning; Mineral Resources; Population and Housing; Public Services; and Recreation.

For the remaining impact categories, potentially significant impacts were identified, however mitigation measures were proposed that reduced impacts below a level of significance. A brief explanation of these impacts and proposed mitigation measures is described below:

Aesthetics:

During construction, proposed barriers could attract be an attractive nuisance for graffiti, or unwanted debris. Mitigation Measure AES-1 would require that temporary barriers are maintained in a visually attractive manner throughout the construction period.

Potential light and glare could impact adjacent uses because of new exterior lighting sources associated with the Project. Mitigation Measure AES-2 requires the preparation of a comprehensive lighting plan and a final photometric plan to ensure that nighttime lighting is consistent with the Laguna Hills Municipal Code (LHMC), minimize impacts of new sources of light and glare to adjacent land uses, limit nighttime lighting to that necessary for security, and ensure that lighting is shielded to reduce glare and spill lighting effects to off-site areas.

Air Quality:

The Project itself has no potentially significant impacts, however the Project is subject to compliance measures applicable through the South Coast Air Quality Management District such as for dust control, and construction emissions. These Mitigation Measures (CM-AQ-1/2/3) can be found in the MMRP.

Biological Resources:

The Project itself has no potentially significant impacts, however, the Project is subject to compliance measures applicable through other state agencies. These Mitigation Measures (CM-BIO-1/ BIO-1/ CM-BIO-3) can be found in the MMRP.

Cultural Resources:

Because of the extensive ground disturbing activities associated with the Project, there is potential for unknown archeological, paleontological resources, and/or human remains to be found. Mitigation Measures CR-1, CR-2 and CR-3 generally require the District to monitor ground disturbing activities and if resources are discovered, to inform qualified experts to investigate the discovery and avoid the area where resources are located until further investigation can be conducted. These Mitigation Measures can be found in the MMRP.

Geology and Soils:

Because of certain poor soils conditions encountered on the site during preliminary geotechnical investigations performed, Mitigation Measure GEO-1 requires: final site grading, specifications, and foundation plans to be reviewed by relevant experts; for observation of grading and foundation work to occur by the Project geotechnical consultant; and documentation of proper implementation of the geotechnical recommendations. This Mitigation Measure can be found in the MMRP.

Hazards and Hazardous Materials:

Due to the potential for asbestos, lead based paint and PCBs to be found during demolition, Mitigation Measure HAZ-1 requires the District to verify that these materials are not present in areas proposed for demolition. If such materials are found, HAZ-1 also requires the District to remove, handle and properly dispose of the materials using properly qualified and licensed individuals.

Due to the potential for contaminated substances to be found on the site, Mitigation Measure HAZ-2 requires the District to implement a Soil Management Plan and/or Health and Safety Plan. Mitigation Measure HAZ-3 also requires MNWD to notify appropriate agencies in the event contaminated materials are found during grading.

These Mitigation Measures can be found in the MMRP.

Hydrology and Water Quality:

Construction activities and on-going operation of the site have the potential to impact ground water quality. Compliance Measures CM-WQ-1 through CM-WQ-4 require compliance with standard requirements of regulatory agencies such as the State Water Resources Control Board and San Diego Regional Water Quality Control Board. These Mitigation Measures can be found in the MMRP.

Noise:

Several mitigation measures were included in the MMRP to reduce Project noise impacts during construction and operation. Mitigation Measure CM-NOI-1 requires MNWD to limit its hours of construction to be consistent with the City's Noise ordinance. During construction Mitigation Measure NOI-1 requires MNWD to use noise barriers, utilize noise mufflers on equipment, locate staging areas and place equipment away from sensitive uses.

Mitigation Measure NOI-2 limits deliveries of materials and equipment for normal operations to business hours (7AM to 5PM), Monday through Friday (excepting emergency situations).

Mitigation Measure NOI-3 prohibits MNWD from using outdoor speakers, bells, or other devices that generate noise beyond the boundaries of the site (excepting emergency situations).

Mitigation Measure NOI-4 limits the hours of service and repair operations on service vehicles to business hours (7AM to 5PM), Monday through Friday (excepting emergency situations), which must be performed within an enclosed structure.

These Mitigation Measures can be found in the MMRP.

Transportation and Traffic:

Mitigation Measure TRA-1 requires MNWD to submit a traffic control plan to the City for review and approval.

Mitigation Measure TRA-2 requires the installation of the traffic signal at the Gordon Road/ Moulton Parkway intersection.

These Mitigation Measures can be found in the MMRP.

Tribal Cultural Resources:

Mitigation Measure TCR-1 requires the District to notify the appropriate professionals in the event tribal cultural resources are discovered during ground disturbing activities, with further coordination with the Gabrieleno/Tongva San Gabriel Band of Mission Indians. This Mitigation Measure can be found in the MMRP.

Utilities and Service Systems:

Mitigation Measure CM-UTL-1 requires MNWD to comply with the City's Landscape Water Efficiency Ordinance. This Mitigation Measure can be found in the MMRP.

The MMRP is included as Attachment A in the proposed Resolution approving the Project (Attachment 9) for the City Council/ Planning Agency's reference. The Project IS/MND, together with the supporting technical appendices and MMRP, were previously provided to the City Council/ Planning Agency electronically by email, containing a hyperlink to the City's webpage where the documents could be viewed or downloaded. A flash drive containing the documents was also made available to the City Council/ Planning Agency prior to the public hearing. In addition, the public has been able to access the Project CEQA documents through the City's website since November 6, as well as through MNWD's website since July. Hard copies of all documents were also available at the City Clerk's office as part of the Agenda material publicly available for the City Council/ Planning Agency meeting of November 13, 2018 commencing on November 9. Attachment 11 also identifies a website address where the City Council and public can be directed to the Project CEQA documents. A copy of the Project CEQA documents will also be provided on the City Council dais the night of the public hearing for reference by the City Council/ Planning Agency. The public will also have access to a hardcopy the Project CEQA documents in the City Council Chamber prior to the Project public hearing.

CONCLUSION

MNWD's Project will provide it with the ability to better maintain its critical infrastructure by constructing the proposed improvements and consolidating its administrative headquarters and their expanded operations center. Although MNWD has requested that the City modify its development standards to accommodate the Project, the IS/MND prepared for the Project determined that the requested changes to the City's development standards would not result in a significant impact on the environment. To ensure that the Project is properly integrated into the City's existing

built environment, MNWD has incorporated certain features into the Project that ensure compatibility between the Project and the immediately adjacent neighborhoods.

Stationary equipment would be placed in areas meant to reduce noise such as mechanical wells, or enclosed within new buildings. Activities that have the potential to create noise have relocated away from sensitive receptors to the furthest extent possible on the site. Equipment and vehicle parking and storage has been laid out to minimize the use of back up warning signals. MNWD has also imposed mitigation measures on itself to reduce noise affecting surrounding properties by limiting the use of exterior speakers, and other forms of communication typically associated with maintenance yards.

MNWD has also proposed an appropriate site layout and building architecture that addresses compatibility with surrounding land uses that are considered sensitive including single and multiple family residences and a public park. Extensive landscaping consisting of 25 percent of the Project site has been provided, included at strategic edge locations that screen the property from the Crestline community, and around the perimeter of new buildings that help reduce the profile of new buildings that may be visible to single-family properties located on Los Cerros Drive and La Cienega Street. Building architecture also considers the residential nature of the surrounding properties by using building forms and colors that are compatible, such as simple rectangular building forms and roof structures with neutral earth tone colors.

The Conditions of approval have also been added to provide additional compatibility between the Project during both the construction phase and operational stages of the Project and MNWD's on-going use of the property.

ATTACHMENTS:

- Attachment 1 - MNWD Facilities in Laguna Hills
- Attachment 2 - Existing Uses
- Attachment 3 - Project Site & Surrounding Uses
- Attachment 4 - Grades and Distance To Residences
- Attachment 5 - Landscape Area
- Attachment 6 - Fence Materials & Layout
- Attachment 7 - Zoning Code Revisions
- Attachment 8 - Exempt & Nonexempt Facilities
- Attachment 9 - Resolution
- Attachment 10 - Ordinance

- Attachment 11 - CEQA Documents Hyperlink
- Plans

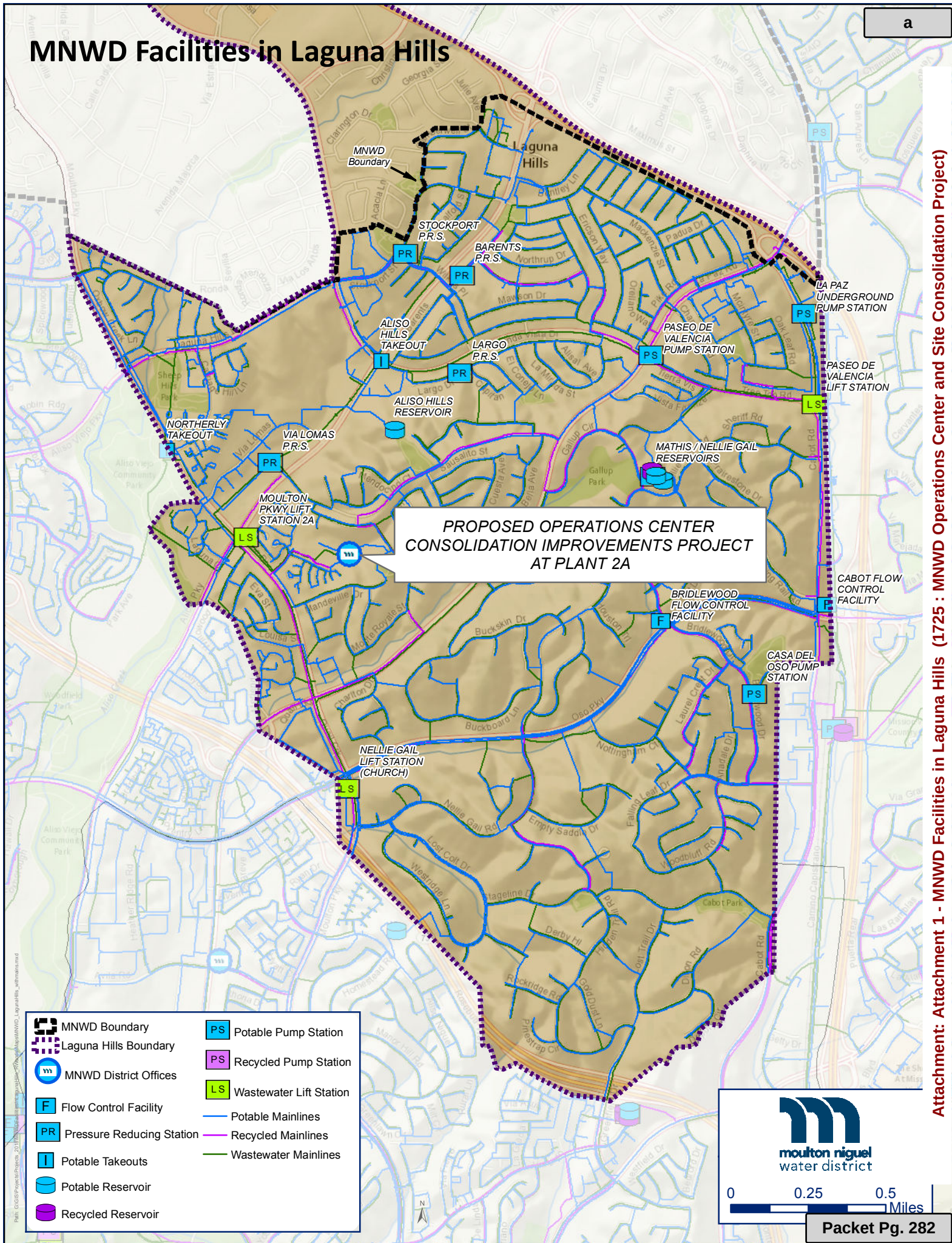
Attachment 1

MNWD Facilities in Laguna Hills

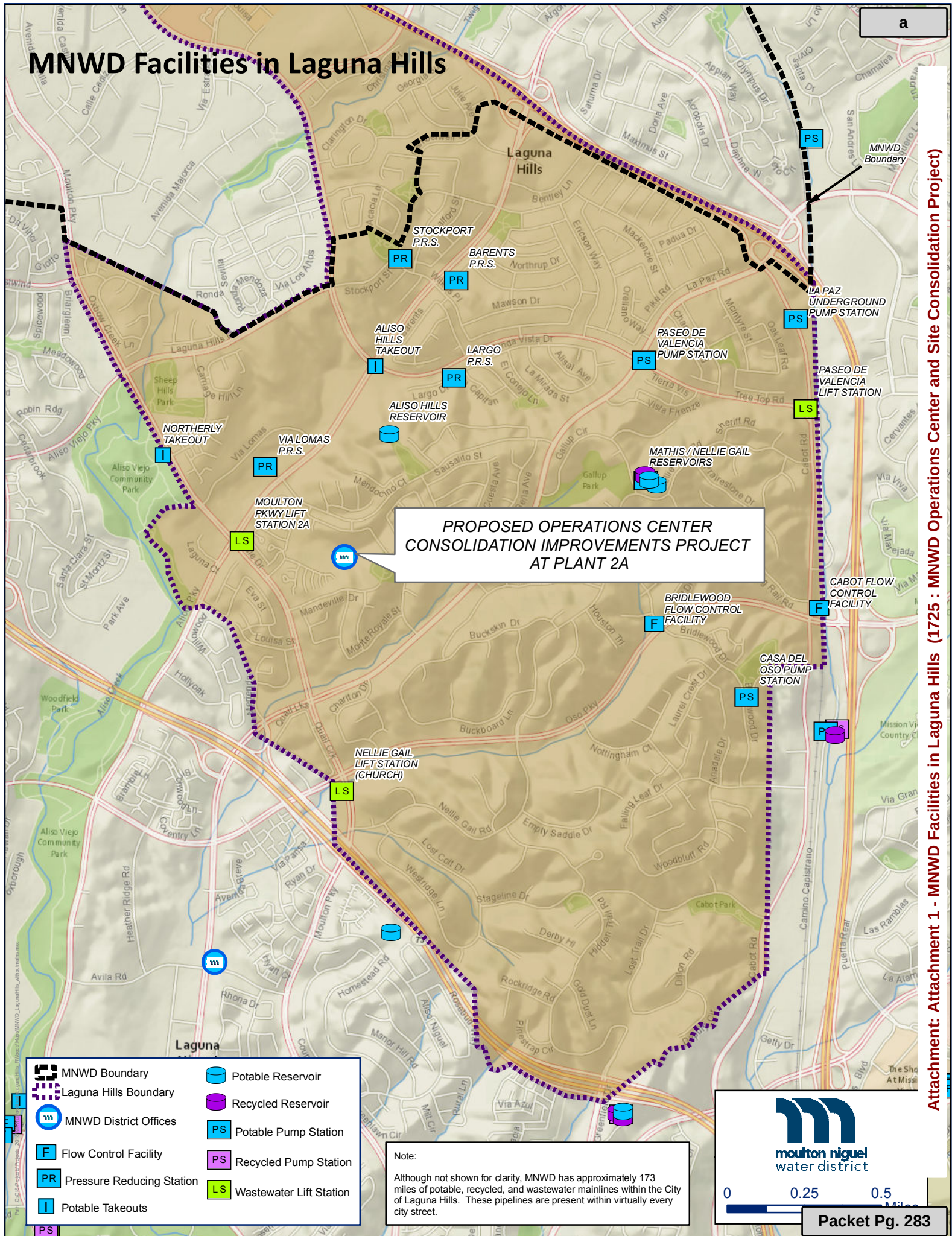


MNWD Facilities in Laguna Hills

a



MNWD Facilities in Laguna Hills





LSA

FIGURE 2.5

Moulton Niguel Water District (MNWD)
Operations Center and Site Consolidation Project
Existing Site Plan

E:\MNW1501\G\Existing_Site_Plan.cdr (3/29/2018)

NO SCALE

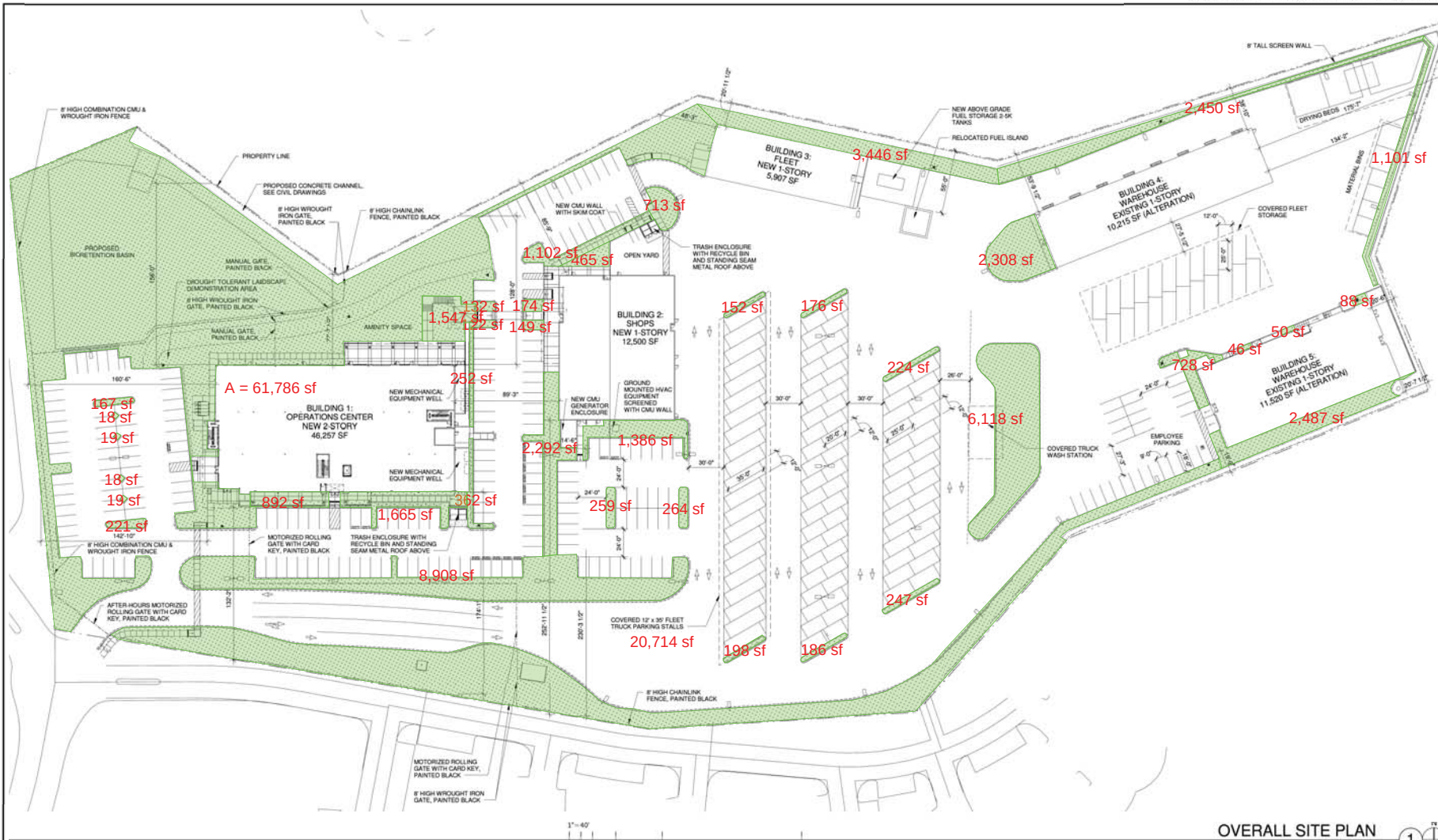
Attachment 2 - Existing Uses





This conceptual design is based upon a preliminary review of all pertinent requirements and is intended merely to assist in explaining how the project might be developed.

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OVERALL SITE PLAN

SCALE: 1" = 40'-0"



Landscape Area ID	Area (SF)	12	362 sf	24	224 sf	36	1,386 sf
1	61,786 sf	13	247 sf	25	2,487 sf	37	1,547 sf
2	6,118 sf	14	186 sf	26	728 sf	38	18 sf
3	8,908 sf	15	892 sf	27	46 sf	39	19 sf
4	20,714 sf	16	167 sf	28	50 sf	40	18 sf
5	2,292 sf	17	221 sf	29	88 sf	41	19 sf
6	132 sf	18	198 sf	30	1,101 sf		
7	174 sf	19	465 sf	31	2,308 sf		
8	149 sf	20	1,102 sf	32	3,446 sf		
9	1,665 sf	21	713 sf	33	2,450 sf		
10	122 sf	22	152 sf	34	264 sf		
11	252 sf	23	176 sf	35	259 sf		

Attachment 5 - Project Landscape Area

Attachment: Attachment 5 - Landscape Area (1725 : MNWD Operations Center and Site Consolidation

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Architecture
Interior Design
Graphic Design
Civil Engineering
Mechanical Engineering
Electrical Engineering
Plumbing Engineering
Fire Protection Engineering

moulton niguel
water district

MOULTON NIGUEL WATER DISTRICT
OVERALL SITE PLAN
26166 GORDON ROAD
LAGUNA HILLS, CA 92653

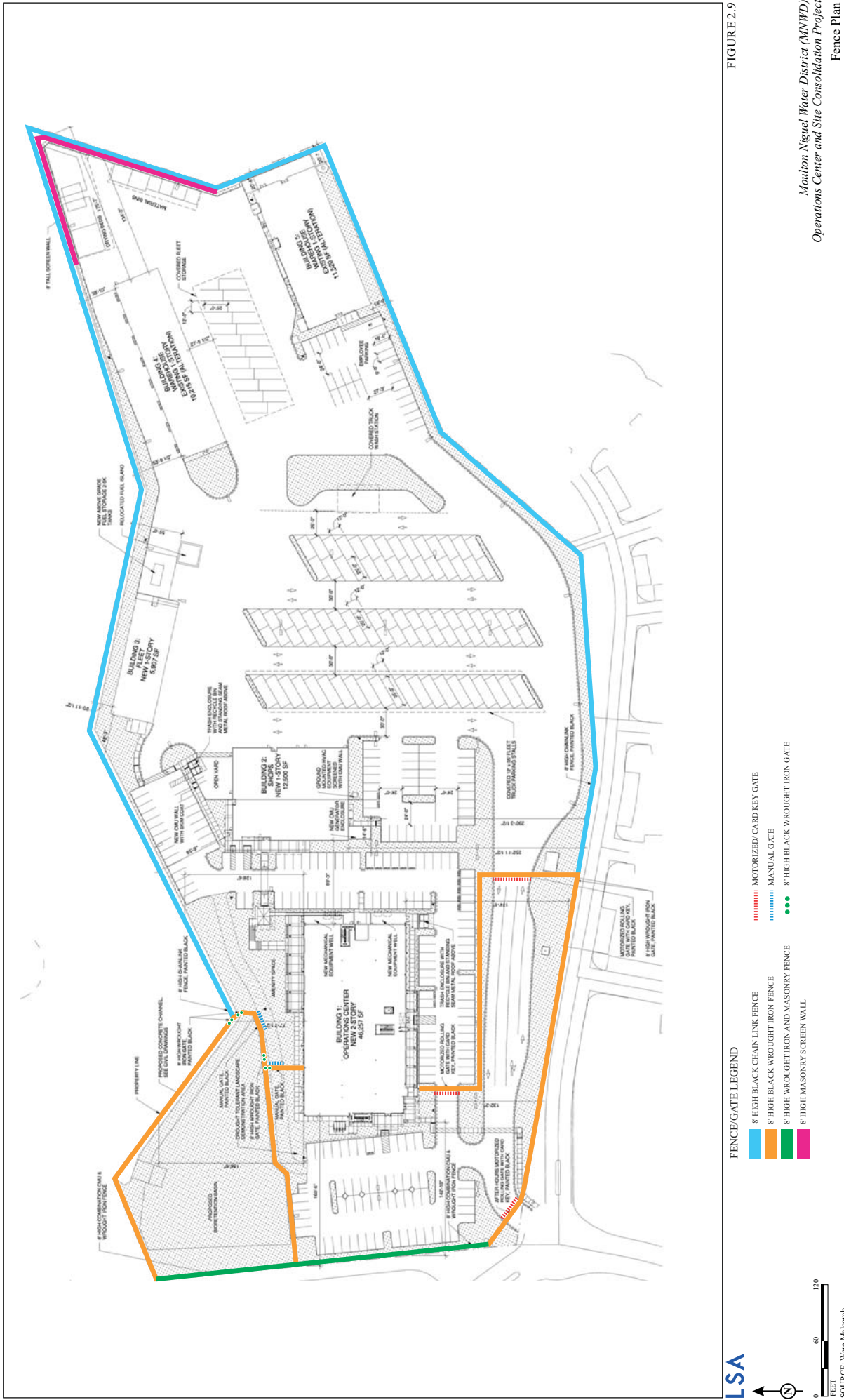
DATE	REVISIONS

DESIGNED BY: M. MALDONADO
DRAWN BY: M. MALDONADO
CHECKED BY: M. MALDONADO
DATE: 01/14/2018

SHEET

A1.0

ATTACHMENT 6 - FENCE MATERIALS AND LAYOUT PLAN



DRAFT

Chapter 9-32
C/PI COMMUNITY/PRIVATE INSTITUTION DISTRICT

Sections:

- 9-32.010 Purpose and intent.
- 9-32.020 Permitted uses.
- 9-32.030 Applicable areas.
- 9-32.040 Development standards.
- 9-32.050 Outdoor Storage.
- 9-32.060 Fences, walls and hedges.

9-32.010 Purpose and intent.

The purpose and intent of this district is to provide community uses and services meeting the needs of the general public, residents, visitors, and employees within Laguna Hills. (Ord. 98-8 § 2 (part): prior code § 9-19.010)

9-32.020 Permitted uses.

Uses permitted within the district are reflected in Table 9-32.020. While permitting a variety of uses, this district is not a mixed use district as referred to in Chapter 9-30 of this title. The district serves to principally encourage development of a variety of educational, cultural and historic institutional uses. Uses in the table are permitted subject to the permit criteria referenced. Any use not included shall be considered prohibited.

Table 9-32.020

COMMUNITY/PRIVATE INSTITUTION USES

Uses	Permitted	Accessory	Reference
Administrative office		P	
Animals/pets	♦		See Chapter <u>9-56</u>
Athletic field	S		
Church/temple	S		
College	S		

Table 9-32.020

COMMUNITY/PRIVATE INSTITUTION USES

Uses	Permitted	Accessory	Reference
Commercial recreation	C		
Communication facility	♦		See Chapter <u>9-58</u>
Community care facility	♦		See Chapter <u>9-64</u>
Community center	S		
Construction office	T		
Day care center	♦		See Chapter <u>9-64</u>
Drainage facility		P	
Dwelling unit, multiple-family	C		
Fire/police station	C		
Fraternal organization	P		
Fraternity/sorority house	C		
Funeral home/mortuary/crematory	C		
Game court		♦	See Chapter <u>9-70</u>
Government facility	C		
Gymnasium	S		
Health club	C		
Heliport	C		
Hospital	C		
Library, public	S		
Maintenance facility		P	

Table 9-32.020

COMMUNITY/PRIVATE INSTITUTION USES

Uses	Permitted	Accessory	Reference
Museum	S		
Office/business/medical/headquarters/ professional	S		
Outdoor event	T		
Park, public/private	S		
Performing arts center	S		
Recycling event/facility	♦		See Chapter <u>9-82</u>
Restaurant	S		
School, commercial	C		
School, private	C		
School, public	C		
Senior center	C		
Supportive housing	♦		See Chapter <u>9-64</u>
Swim club	C		
Tennis club	C		
Transitional housing	♦		See Chapter <u>9-64</u>
Waste management facility	♦		See Chapter <u>9-82</u>

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary use permit (TUP)

P = Permitted

♦ = Special requirements

(Ord. 2012-5 § 14; Ord. 2011-4 § 1 (Exh. A (part))); Ord. 2002-1 Exh. A § 4; Ord. 98-8 § 2 (part): prior code § 9-19.020)

9-32.030 Applicable areas.

The regulations and standards contained in this section shall apply to all properties designated as community/private institution on the city zoning map. (Ord. 98-8 § 2 (part): prior code § 9-19.030)

9-32.040 Development standards.

The standards in Table 9-32.040 shall apply to developments within the community/private institution district.

Table 9-32.040

COMMUNITY/PRIVATE INSTITUTION DEVELOPMENT STANDARDS

Item	Governmental	Commercial	Institutional	Residential—HD
Minimum lot size	1 acre	10,000 sq. ft.	10,000 sq. ft.	(1)
Minimum lot width	not specified	not specified	not specified	(1)
Minimum lot depth	100 ft.	not specified	not specified	(1)
Maximum lot coverage	40%	40%	55%	(1)
Maximum density	.50 FAR	.40 FAR	1.0 FAR	(2)
Maximum building height	50 ft.	25 ft.	50 ft.	(1)
Minimum setback—front	25 ft.	25 ft.	25 ft.	(1)
Minimum setback—side	20 ft.	20 ft.	20 ft.	(1)
Minimum setback—rear	20 ft.	20 ft.	20 ft.	(1)
Minimum open space	N/A	25%	15%	N/A
Minimum landscape area	25%	20%	15%	N/A
Minimum building separation	20 ft.	10 ft.	20 ft.	N/A

Table 9-32.040

COMMUNITY/PRIVATE INSTITUTION DEVELOPMENT STANDARDS

Item	Governmental	Commercial	Institutional	Residential—HD
Main→Main Main→Accessory Accessory→Accessory	2.5 ft. 2.5 ft.	2.5 ft. 2.5 ft.	2.5 ft. 2.5 ft.	
Parking	See Chapter <u>9-44</u>	See Chapter <u>9-44</u>	See Chapter <u>9-44</u>	⁽³⁾
Preferred location of use by floor	1 – 3	1st floor only	all floors	Above ground floor in multi-floor buildings
Signage	See Chapter <u>9-42</u>	See Chapter <u>9-42</u>	See Chapter <u>9-42</u>	See Chapter <u>9-42</u>

Notes:

⁽¹⁾ HD residential development occurs in concert with one of the other authorized uses only, not freestanding, and is subject to the development standards or restrictions of the use unless stated otherwise in the table.

⁽²⁾ Maximum density of HD residential units shall not exceed 1 DU/2,500 sq. ft. of floor area of the use developed in concert with.

⁽³⁾ HD residential parking should meet requirements of Chapter 9-44 for the specific form of housing to be developed.

(Ord. 98-8 § 2 (part): prior code § 9-19.040)

9-32.050 Outdoor storage.

Outdoor storage for Governmental uses shall be permitted as an accessory use, subject to the following provisions:

A. A minor site development permit is required for outdoor storage as an accessory use.

B. A dimensioned site plan shall be submitted to the Community Development Director for review and approval, which demonstrates compliance with parking, landscaping, and other related code requirements.

C. Outdoor storage of materials shall be enclosed by three walls and a roof open to the interior of the property, however drying bins will not be covered. Outdoor storage of equipment shall be covered but may remain open on all four sides. Equipment shall include but not be limited to:

- Emergency Water Trailer
- Emergency Fuel Trailer
- Hose-to-Hose Trailer
- Backhoe(s) and Trailer(s)
- Portable Generators and Pumps
- Emergency Response Trailer
- Confined Space Entry Trailer
- Traffic Control Equipment
- Dump Truck

D. Outdoor storage is prohibited in the front setback.

E. The Community Development Director shall have the authority to review and approve minor exceptions or alternatives consistent with the intent of this section. (Ord. 2005-3 § 2 (Exh. B (part)))

9-32.060 Fences, walls and hedges.

For Governmental uses, fences, walls and hedges shall be compliant with Department of Homeland Security standards but shall not exceed eight (8) feet in height. Such fencing may be chain link in areas outside of the main entrance to the property.

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a white robe, possibly a religious figure, standing on a rocky outcrop. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top of the seal, and "1991" is at the bottom. The seal is rendered in a light, faded gray color.

Attachment 8
Exempt & Non-Exempt Facilities
Government Code Sections 53091 & 53096

TOTAL PROJECT BUILDING AREA	
Building/ Improvement Description	Building Area
Building 1: Operations Center	46,257 s.f.
Building 2: Shops	12,500 s.f.
Building 3: Fleet	5,907 s.f.
Building 4: Storage	10,215 s.f.
Building 5: Storage	11,520 s.f.

Total Project Building Area: 86,399 s.f.

OTHER SITE IMPROVEMENTS	
Drying Beds	+/- 4,192 s.f.
Material Bins	+/- 2,147 s.f.
Covered Fleet Storage (Parking)	+/- 8,777 s.f.
Employee Parking	+/- 20,911 s.f.
Covered Fleet Parking	+/- 13,005 s.f.
Covered Truck Wash Station	+/- 8,790 s.f.
Public Parking	+/- 74,702 s.f.
Amenity Space	+/- 9,869 s.f.
Gas Pumps & Fuel Storage	+/- 2,264 s.f.

Total Area for Other Site Improvements: +/- 144,657 s.f.

TOTAL: +/- 231,056 s.f.*

*Excludes general site improvements such as perimeter landscaping, water quality improvements, and site circulation improvements.

IMPROVEMENTS EXEMPT PURSUANT TO GOV. CODE SECTION 53091

Exempt Improvements	Building/ Site Area
None – No improvements are proposed that are involved the production, generation, storage, treatment, or transmission of water or wastewater (See the IS/MND for the Project – LSA 2018)	None

TOTAL: 0 s.f.

IMPROVEMENTS EXEMPT PURSUANT TO GOV. CODE SECTION 53096

Exempt Improvements	Building Area
Building 1: Operations Center • Offices/ Open Offices • Conference Room • Work Room • Employee Lobby • Huddle Room • Quiet Room • Restrooms • Coffee Bar • Closet • Large Format Copy Center • MDF Room • SCADA Room	+/- 20,233 s.f. (partial area)
Building 2: Shops • Emergency Generator • Electrical Room • Men's Locker Room • Computer Training Room • IDF • Women's Locker Room • Laundry • Janitor • Resting Area • Break Room • Instrumentation Shop • Station Maintenance Shop • Street Crew Shop • Engineering Shop • Collections Shop • Meter Shop	12,500 s.f.
Building 3: Fleet • Equipment Storage • Fabrication/ Welding Shop • Storage Room/ Closet • Supervisor Office/ Record Storage Library • Restrooms • Compressor Room	+/-2,785 s.f. (partial area)
Building 4: Storage	10,215 s.f.

Building 5: Storage	11,520 s.f.
• Office • Warehousing • Receptionist • Video Monitoring • Telephone Room • Electrical Room • Water Heater • Mechanical Room • Men's Locker Room • Men's Restroom • Utility Room • Women's Restroom	

SITE IMPROVEMENTS EXEMPT PURSUANT TO GOV. CODE SECTION 53096

Drying Beds	+/- 4,192 s.f.
Material Bins	+/- 2,147 s.f.
Field Crew & Warehouse Employee Parking	+/- 20,911 s.f.
Gas Pumps & Fuel Storage	+/- 2,264 s.f.

TOTAL EXEMPT BUILDING AREA: +/- 57,253 s.f.

TOTAL EXEMPT SITE IMPROVEMENTS: +/- 29,514 s.f.

TOTAL: +/- 86,767 s.f.

NON-EXEMPT IMPROVEMENTS PURSUANT TO GOV. CODE SECTION 53096

Non - Exempt Improvements	Building Area
Building 1: Operations Center (Consolidated Administrative Headquarters) • Board Room • Work Area • Break Room • Closed Session (Meeting Room) • Training Storage • Beverage/ Vending • Training Rooms • A/V Storage • Lobby • Restrooms • Chair Storage • Conference Rooms • Offices/ Open Offices • Mail Room • Elevator Control Room • Electrical Room • Janitor Closet/ Closet • File/ Envelope Room • Plan Storage • Secure Storage	+/- 26,024 s.f. (partial area)
Building 3: Fleet (Vehicle Repair) General Parts and Supply Storage Service Bays 1-3	+/- 3,122 s.f. (partial area)

TOTAL NON-EXEMPT BUILDING AREA: +/- 29,146 s.f.

NON-EXEMPT SITE IMPROVEMENTS PURSUANT TO GOV. CODE SECTION 53096

Covered Fleet Storage (Parking)	+/- 8,777 s.f.
Covered Fleet Parking	+/- 13,005 s.f.
Covered Truck Wash Station	+/- 8,790 s.f.
Public Parking	+/- 74,702 s.f.
Amenity Space (Demonstration Garden)	+/- 9,869 s.f.

TOTAL NON-EXEMPT BUILDING AREA: +/- 29,146 s.f.

TOTAL NON-EXEMPT SITE IMPROVEMENTS: +/- 115,143 s.f.

TOTAL: +/- 144,289 s.f.

SUMMARY OF EXEMPT/ NON-EXEMPT IMPROVEMENTS

Exempt Improvements	Non-Exempt Improvements
Exempt Improvements Pursuant to Government Code Section 53091: 0 s.f.	
Exempt Improvements Pursuant to Government Code Section 53096: +/- 86,767 s.f.	Non-Exempt Improvements Pursuant to Government Code Section 53096: +/- 144,289 s.f.
Exempt Improvements Total: +/- 86,767 s.f.	Non-Exempt Improvements Total: +/- 144,289 s.f.



Attachment 9 Resolution

RESOLUTION NO. PA2018-11-13-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/VARIANCE/ZONE TEXT AMENDMENT 6-15-3234, A REQUEST BY MOULTON NIGUEL WATER DISTRICT TO OPERATE A GOVERNMENT FACILITY CONSISTING OF A NEW OPERATIONS CENTER INVOLVING THE CONSTRUCTION OF THREE NEW BUILDINGS TOTALING 64,664 SQUARE FEET FOR ADMINISTRATIVE OFFICES, FIELD CREW OPERATIONS, AND AUTOMOBILE VEHICLE REPAIR, RENOVATION OF TWO EXISTING BUILDINGS TOTALING 21,735 SQUARE FEET FOR WAREHOUSING AND STORAGE PURPOSES, EXPANSION AND RELOCATION OF FUELING FACILITIES, VEHICLE AND EQUIPMENT STORAGE, AND UTILIZING EXISTING NON-COMPLIANT DRIVEWAY ACCESS ON PROPERTY LOCATED AT 26161 GORDON ROAD IN THE COMMUNITY/PRIVATE INSTITUTION (C/PI) ZONING DISTRICT

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

WHEREAS, Moulton Niguel Water District - MNWD ("Applicant"), has filed an application for Conditional Use Permit/Site Development Permit/Variance/Zoning Text Amendment No. 6-15-3234 for the relocation and consolidation of MNWD's administrative facilities and operations functions, establishing a new headquarters for the Moulton Niguel Water District in Laguna Hills, at 26161 Gordon Road in the Community/Private Institution District including the demolition of and renovation of existing buildings, the construction of three new buildings totaling 64,664 square feet, and various site improvements to improve the functionality and efficiency of the existing uses ("Project"); and

WHEREAS, the Applicant served as lead agency for the environmental review, analysis, and approval of the Project pursuant to the requirements of the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.)("CEQA") and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000 et seq.); and

WHEREAS, pursuant to CEQA and the CEQA Guidelines, on July 13, 2018 the Applicant adopted a Mitigated Negative Declaration ("MND") for the Project and approved the Project; and

WHEREAS, the City of Laguna Hills is a "responsible agency" for the Project pursuant to the requirements of CEQA and the State CEQA Guidelines (; and

WHEREAS, the Planning Agency has independently reviewed and considered the MND and all other related documents in the record before it; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a duly noticed joint City Council/ Planning Agency public hearing for the Project, held on November 13, 2018; and

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

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

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

SECTION 2. The Planning Agency has reviewed and considered the information contained in the MND, and all supporting documentation, copies of which are on file at the City of Laguna Hills, Community Development Department, and are incorporated by reference as though set forth fully herein. Based on this review, the Planning Agency concurs with the lead agency's findings regarding the Project. The Planning Agency finds that any comments received by the Applicant regarding the Project have been examined and have been determined not to modify the conclusions of the MND. The Planning Agency finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in significant environmental impacts. The MND and supporting documentation reflect the independent judgment and analysis of the Planning Agency. The Planning Agency hereby approves and adopts the Mitigation Monitoring and Reporting Program ("MMRP") prepared for the Project and approved by the Applicant, which is incorporated by reference as though fully set forth herein. A copy of the MMRP is attached to this Resolution as Attachment "A". The Planning Agency directs staff to file a Notice of Determination with the Orange County Clerk/Recorder's Office within five (5) days of adoption of this Resolution pursuant to Sections 15094 and 15096(i) of the State CEQA Guidelines. The documents and materials that constitute the record of proceedings on which this Resolution and the above findings have been based are located at the City of Laguna Hills, Community Development Department. The custodian for these records is the City of Laguna Hills Director of Community Development, and is located at 24035 El Toro Road, Laguna Hills, California 92653.

SECTION 4. That the required findings by the City for approval of CUP/SDPM/VAR No. 6-15-3234 have been met and made as follows:

Conditional Use Permit

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

The subject property maintains a General Plan Land Use designation of P/I (Public Institutional). This designation is for properties that accommodate the activities of local, State, and federal agencies, special districts, public and private utilities, and regional institutions. MNWD is a public utility providing essential services to more than 170,000 people and numerous commercial and institutional customers in Laguna Hills, in addition to surrounding communities. The further development of the site for the purposes of accommodating the continued operations of MNWD is consistent with the existing P/I Land Use Designation as it relates to the use of the property for public utility purposes. As a demonstration of the Project's compliance with the General Plan, the Project Initial Study/ Mitigated Negative Declaration approved by the District on July 13, 2018 identified 32 General Plan policies with

which the Project is consistent at Table 4.10-A of the Project IS/MND which is attached to this Resolution as Attachment B.

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

The proposed site layout establishes public uses toward the front of the site, and non-public areas toward the rear of the property where proposed buildings and new landscaping will help to screen surrounding residential areas from outdoor activity areas that will be part of MNWD's operations.

Ample landscaping would surround parking and building improvements resulting in slightly over 25 percent of the site area set aside for landscape improvements (+/-123,400 square feet), including the proposed bio-retention basin. No open space on the site has been proposed by MNWD, and instead, MNWD seeks City Council approval to modify the open space requirement in the C/PI zone where no open space would be required for government facilities.

Project landscaping serves as a buffer between the Project site and nearby residences. The existing on-site landscaping located along the western and southern perimeter would be protected in place, including mature trees, which will help screen the Project from view from the Crestline community. Additional site landscaping will be added around Building 1 to help screen it from residential properties to the north on Los Cerros Drive – the homes closest to the Project. Residential uses to the north are also grade separated from the Project, providing a physical barrier between existing homes and the use of the property. The five residential properties on Los Cerros Drive (26085 through 26082 Los Cerros Drive) are 50-80 feet from the site and are 12 feet to 27 feet higher than the site. The 13 residences that directly back up to the site on La Cienega Street are between 150 feet to over 250 feet away from the project site and are +/- 30 to +/- 80 feet higher. There are 10 residences on Rio Grande that do not directly abut the Project site and are separated from it by the Rio Grande public right-of-way, as well as one of the private slopes. These residences are nearly 350 feet away and are situated +/- 80 feet higher than the Project site. For the nine residences that directly abut the Project site on Mandeville Drive, the separation distance to the Project site varies from +/- 270 feet to over +/- 400 feet. These homes are also grade separated from the Project site between +/- 50 and +/- 95 feet. Similarly, Mandeville Park is situated +/- 100 feet higher than the Project site and over 300 feet away.

In conformance with the LHMC, proposed ground mounted mechanical equipment would be located within enclosures to limit their visual and acoustic impacts. Specifically, an emergency generator would be housed within a 17-foot-8-inch tall CMU enclosure on the west elevation of the Shops Building (Building 2), a stationary operations compressor is housed within a compressor room located in the Fleet Building (Building 3), and HVAC (heating/ ventilation/ air conditioning) units are screened and housed in a screened mechanical well along the south elevation of the Operations Center Building (Building 1) and within block wall enclosures for Buildings 2, 3, and 4. Due to the grade separations between the

Project site and surrounding residential properties, compliance with the LHMC regarding the screening of all roof-mounted equipment would most likely be infeasible or unsightly. Therefore MNWD provided for all mechanical equipment to be installed in at-grade locations out of the surrounding residential neighborhoods line of sight with no roof-mounted equipment, including HVAC and other mechanical equipment. Trash enclosures are also enclosed with CMU walls and include standing seam metal roofs. This approach to equipment placement and screening reduces visual and noise impacts to surrounding uses and properties.

Subject to the approval of the proposed amendments to the Zoning Code to permit outdoor storage in the C/PI zone, MNWD proposes improvements that would enhance the functionality and efficiency of existing uses, including the relocation of various outdoor material bins and drying beds from the central portion of the Project site near the northern property line to the northeast corner of the Project site. Currently, the existing material bins and dry bed storage areas are primarily open and exposed to nearby residences. The new location would be enclosed and designed with five-foot-tall walls on three of the four sides and a slanted metal shed roof to visibly screen and reduced noise associated with the loading and unloading activities in this area. An eight-foot-tall masonry screen wall is also proposed around the material bin enclosure at the northeastern corner of the property to further screen the material bins and drying bed from surrounding uses and reduce noise.

Other equipment stored outdoors (e.g., fleet trucks, emergency water trailers, portable emergency generators, portable pumps, and backhoes) would be covered, but would remain open on all four sides. This approach will be an effective screening technique for equipment and vehicles since the roof structures will reduce the visibility of stored equipment and parked vehicles from properties that have a line-of-site from residences and the City park located above the site. The Operations Building will block views into areas of the site that are designated for equipment storage and fleet parking from residences of Crestline located to the north and west of the site. Building architecture also considers the residential nature of the surrounding properties by using building forms and colors that are compatible, such as simple rectangular building forms and roof structures with neutral earth tone colors.

MNWD also proposes to add a new traffic signal, to address a significant increase in vehicle delay to the point where the impact is considered to be less than significant, with the addition of the traffic signal as mitigation.

All lighting associated with the Project will be directed toward the interior of the site so as not to create impacts to motorists on adjacent roadways or to surrounding uses in accordance with City lighting standards and requirements. All lighting would be hooded or shielded to focus the light downward and prevent light spillage onto adjacent properties.

During construction, the Project will be subject to conditions that control construction traffic, noise, and roadway use to minimize disturbances to existing

properties in the area. The operation of the Project will also be subject to conditions that ensure compatibility with surrounding uses including compliance with the City's noise ordinance and property maintenance requirements including the following: Condition 12 requires the Applicant to maintain the Project site with the requirements of the City's property maintenance standards contained in LHMC 9-74, Condition 15 requires the Applicant to maintain emergency access to the site at all times during construction, Condition 25 requires the Applicant to limit outdoor lighting to contain light and glare within the site rather than illuminating adjacent properties, Conditions 26-28 address screening of equipment and materials from public view to reduce potential unsightly site conditions, Condition 30 restricts outdoor parking and storage of equipment and vehicles to areas of the site that area screened from adjoining residential areas to further reduce potential unsightly site conditions, Conditions 79 and 81 limit Project hours of construction and the delivery of equipment and materials during operations to reduce potential noise impacts on adjoining residences, Conditions 33-40 generally require the Applicant to comply with the City's building codes during construction for the protection of the public health, safety and welfare, Condition 44 requires the Project to comply with the requirements of the Orange County Fire Authority, Conditions 42-59 generally require the Applicant to comply with the City's various public works standards including but not limited to water quality, site hydrology, public access, adequate on-site truck circulation, proper site grading practices, protection of public improvements during construction, and mitigation of traffic impacts.

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

The Project will result in the relocation and consolidation of MNWD's administrative facilities and operations functions, establishing a new headquarters for the Moulton Niguel Water District in the city of Laguna Hills. The Project site provides adequate parking to serve the existing and expanded operations center and administrative operations, on-site vehicle circulation, pedestrian access, emergency access, landscaping, setbacks, and other required site improvements. However, due to the location of the property at the end of a cul-de-sac, and its shape that results in a 12-foot property street frontage, a 48-foot drive width is not feasible and therefore a variance has been requested. To ensure on-site access and emergency access complies with Orange County Fire Authority (OCFA) standards, a condition of approval requires the review and approval of OCFA as part of the approval process. MNWD has also proposed to provide the required drive width beyond the driveway entrance to help reduce the configuration of the existing condition. The site is otherwise adequate in size and shape to accommodate the proposed project, which can be integrated into the existing and planned uses in the vicinity. The Project's environmental review did not identify any significant impacts as a result of the existing deficient driveway condition.

4. All required development standards prescribed by the Laguna Hills Development Code can be achieved.

The Project meets or exceeds the development standards of the Laguna Hills Development Code (hereinafter the "Zoning Code"), but fails to provide required

open space, exceeds the maximum six-foot fence height allowed, and proposes outdoor storage which is not a permitted use in the C/PI Zone. Further, the Project does not meet the required driveway dimension of 48 feet for developments that contain over 250 parking stalls. MNWD is seeking approval of a variance to address the deficient driveway width standard, and MNWD is seeking zoning text amendments to allow outdoor storage in the C/PI zone, to eliminate the 25 percent open space requirement, and permit eight-foot high fencing for government uses. With variance approval by the Planning Agency, and approval of the requested zoning code text amendments, the Project will comply with requirements of the Zoning Code. Otherwise the Project meets or exceeds Zoning Code standards relative to setbacks, building height limits, maximum building area, parking, and landscaping.

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

Conditions placed on the Project directly relate to the compatibility with adjacent uses and ensuring the safety of those on and around the subject site: Condition 12 requires the Applicant to maintain the Project site with the requirements of the City's property maintenance standards contained in LPMC 9-74, Condition 15 requires the Applicant to maintain emergency access to the site at all times during construction, Condition 25 requires the Applicant to limit outdoor lighting to contain light and glare within the site rather than illuminating adjacent properties, Conditions 25-28 address screening of equipment and materials from public view to reduce potential unsightly site conditions, Condition 30 restricts outdoor parking and storage of equipment and vehicles to areas of the site that area screened from adjoining residential areas to further reduce potential unsightly site conditions, Conditions 79 and 81 limit Project hours of construction and the delivery of equipment and materials during operations to reduce potential noise impacts on adjoining residences, Conditions 33-40 generally require the Applicant to comply with the City's building codes during construction for the protection of the public health, safety and welfare, Condition 41 requires the Project to comply with the requirements of the Orange County Fire Authority, Conditions 42-59 generally require the Applicant to comply with the City's various public works standards including but not limited to water quality, site hydrology, public access, adequate on-site truck circulation, proper site grading practices, protection of public improvements during construction, and mitigation of traffic impacts.

Site Development Permit

1. The site design complies with standards of the Development Code in that:

The Project meets or exceeds the development standards of the Zoning Code but fails to provide required open space, exceeds the maximum six-foot fence height allowed, and proposes outdoor storage which is not a permitted use in the C/PI Zone. Further, the Project does not meet the required driveway dimension of 48 feet for developments that contain over 250 parking stalls. MNWD is seeking approval of a variance to address the deficient driveway width standard and zoning

text amendments to allow outdoor storage in the C/PI zone, to eliminate the 25 percent open space requirement, and permit eight-foot high fencing for government uses. With variance approval by the Planning Agency, and approval of the requested zoning code text amendments, the Project will comply with requirements of the Zoning Code. Otherwise the Project meets or exceeds Zoning Code standards relative to setbacks, building height limits, maximum building area, parking, and landscaping as depicted by the table below:

Project Consistency with C/PI Development Standards

	LHMC Development Standards	Proposed
Minimum lot size	1 acre	11.3 acres
Minimum lot width	Not specified	Approx. 400 ft.
Minimum lot depth	100 ft.	Approx. 1300 ft.
Maximum lot coverage	40%	17.5%
Maximum density	0.50 FAR (246,114 sq. ft.)	0.172 FAR (84,663 sq. ft.)
Maximum building height	50 ft.	37.8 ft.
Minimum setback – front	25 ft.	132 ft.
Minimum setback – side	20 ft.	160.5 ft
Minimum setback – rear	20 ft.	20.96 ft.
Minimum open space	25%	0%*
Minimum landscape area	25%	25.02%
Min. bldg. separation		
Main → Main	20 ft.	89.25 ft.
Main → Accessory	2.5 ft.	N/A
Accessory → Accessory	2.5 ft.	N/A

*ZTA Requested

2. The site is suitable for the proposed development in that:

The Project will result in the relocation and consolidation of MNWD's administrative facilities and operations functions, establishing a new headquarters for the Moulton Niguel Water District in the City of Laguna Hills. The Project site provides adequate parking, on-site vehicle circulation, pedestrian access, emergency access, landscaping, setbacks, and other required site improvements. However, due to the property's location at the end of the Gordon Road cul-de-sac, coupled with the shape of the property which results in a 12-foot wide street frontage, a 48-foot drive width is not feasible and therefore a variance has been requested. To ensure on-site access and emergency access complies with Orange County Fire Authority (OCFA) standards, a condition of approval (Condition 41) requires the review and approval of OCFA as part of the Project approval process. MNWD has also proposed to provide the required drive width beyond the driveway entrance to help alleviate the configuration of the existing condition. The site is otherwise adequate in size and shape to accommodate the proposed project, which can be integrated

into the existing and planned uses in the vicinity. The Project's environmental review did not identify any significant impacts as a result of the existing deficient driveway condition.

3. The Project is consistent with the City's General Plan and applicable design guidelines in that:

The subject property maintains a General Plan Land Use designation of P/I (Public Institutional). This designation is for properties that accommodate the activities of local, State, and federal agencies, special districts, public and private utilities, and regional institutions. MNWD is a public utility providing essential services to more than 170,000 people and numerous commercial and institutional customers in Laguna Hills, in addition to surrounding communities. The further development of the site for the purposes of accommodating the continued operations of MNWD is consistent with the existing P/I Land Use Designation as it relates to the use of the property for public utility purposes. As a demonstration of the Project's compliance with the General Plan, the Project Initial Study/ Mitigated Negative Declaration approved by the District on July 13, 2018 identified 32 General Plan policies with which the Project is consistent at Table 4.10-A of the Project IS/MND which is attached to this Resolution as Attachment B.

4. The site design and structural components are appropriate for the site and function of the proposed uses in that:

The site is suitable for the expansion and continuation of the MNWD's existing administrative and operational uses on site. As described in detail below, the Project's site design improves and enhances the aesthetics and circulation of the site.

The new and renovated buildings illustrate a contemporary architectural style blended with traditional forms complementary to the surrounding residential neighborhoods. The proposed buildings will be of quality design, with strong and appropriately scaled framework of architectural elements with a neutral color paint pallet complementary with the natural setting of the surrounding hillsides and in harmony with existing uses remaining on site. The proposed site improvements enhance the functionality and efficiency of existing uses on site including the relocation and screening of various material bins and outdoor storage areas that are currently open and exposed to nearby residence. The enhanced circulation element includes pull-through parking spaces for fleet vehicles to avoid noise associated with vehicle reverse notifications as well as the expansion of the entry drive encompassing a turn out ingress lane for third-party vendors to park temporarily for security clearance verification, without obstructing MNWD's continual operations.

The site's structural components have been placed on the site to comply with development standards, make the best use of space and efficiency, and maintain a cohesive 'flow' between the administrative use and operational use. As proposed, the location of the Operations Center just north of the site's entrance, allows for unrestricted public access to the facility, the associated administrative

office and public parking lot, and the small demonstration garden. Wrought iron fencing with internal control gates are strategically located east of the administrative office parking lot and along the main entry drive to separate the administrative and public access areas on the western portion of the site from the remaining areas that are restricted to MNWD employees and operational equipment increasing the safety to the public.

Trees, shrubs, and ornamental landscaping as proposed would be well distributed within the Project boundaries and interior parking areas. The landscaping as provided serves as a buffer between the public access area and areas restricted to MNWD employees, as well as between the Project site and the adjacent residences.

Variance

1. The strict application of the development code deprives the property owner of privileges enjoyed by other properties in the vicinity and in an identical land use designation because of special circumstances applicable to the subject property or intended use of the property that do not generally apply to other properties in the same zoning district such as size, shape, topography, location, or surroundings.

The ability to widen access to the Project site is constrained by the location of existing driveways on either side of the Project driveway at the end of Gordon Road, which is a cul-de-sac street. Adjacent to the Project driveway on either side are access driveways for the Crestline development. Other developable properties in the C/PI zone do not have to contend with cul-de-sac access, which makes this condition unique.

A wider driveway for the Project would encroach over existing driveways, and result in a driveway approach design, or shared driveway configurations, that do not meet City design standards. A 48-foot wide driveway on the Project would cross over into the travel lanes of both driveways of the adjacent Crestline community on either side of the Project, as well as over property lines. The property's 12-foot street frontage is a result of the County's approval of the configuration of the Crestline development on either side of the Project site and is a unique condition that exists over the Project site, and is not a self-induced hardship.

2. The grant of the variance does not constitute the grant of special privilege not available to other properties under similar circumstance in the same zoning district.

The subject property is unique relative to other properties in the C/PI zoning district due to its location at the end of a cul-de-sac street, and the property shape. The combination of these two factors result in the property having a 12 foot wide street frontage where access to a public street can be obtained. This is unlike other properties in the C/PI zoning district that are developed with substantial building improvements, such as sites operated by the Saddleback Valley Unified School District (SVUSD) located within the City

(Lomarena/ Valencia/ San Joaquin Elementary Schools and Laguna Hills High School). SVUSD school sites maintain approximately 1,500 feet to 3,500 feet of street frontage. Granting the Variance will not constitute a special privilege, but rather permit MNWD to further develop its property in the manner permitted by the C/PI Zoning District. Properties in the C/PI zone may reach an FAR of up to .50 for Governmental uses. MNWD proposes an FAR of well below the maximum at just under .18 FAR.

3. The variance is granted upon hardship and not convenience.

The property's location at the end of a cul-de-sac, coupled with its shape, results in a special circumstance that are not typical of other properties in the C/PI zoning district that are developed with substantial building improvements, such as sites operated by the Saddleback Valley Unified School District (SVUSD) located within the City (Lomarena/ Valencia/ San Joaquin Elementary Schools and Laguna Hills High School). Despite being the largest property in the C/PI zone at over 11 acres, and having a site perimeter over 3,300 linear feet, the property only maintains a 12-foot street frontage to obtain property access to the public street. The property's narrow street frontage prevents the Project from meeting the City's driveway width development standard of 48 feet in this instance. The narrow frontage is unique to this property when compared against other properties in the C/PI zoning district with substantial building improvements. For example, SVUSD school sites maintain approximately 1,500 feet to 3,500 feet of street frontage.

4. The grant of variance will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses, or improvements in the vicinity.

The granting of the variance relative to the reduced width will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses or improvements in the area because review and approval from OCFA will be required to ensure on-site access complies with OCFA development standards. To minimize the issues associated with the deficient driveway width, the Project will include three travel lanes (two egresses and one ingress) and a turn out ingress lane for third-party vendors to park temporarily, beyond the Project entrance, allowing ingress and egress to be maintained. Also, the site layout separates administrative areas from public access areas of the site further improving on-site circulation by distributing traffic within site rather than funneling it into one location. The Project will also provide the use of directional signage to guide traffic effectively throughout the site and provide safety to the general public.

5. The variance does not grant a use not permitted by the zoning district.

The proposed variance addresses a deficient driveway width, a site feature. The Variance supports the development of the site for a governmental use,

which is permitted in the C/PI zone with the approval of a Conditional Use Permit.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve PA No. 16-15-3234 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the Project Applicant, Moulton Niguel Water District (MNWD), the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the Site Development Permit/ Conditional Use Permit/ Variance /Zone Text Amendment (SDPM/ CUP/ VAR/ ZTA) No. 6-15-3234 approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.
3. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the

- defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
4. Approval of this Permit constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
 5. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
 6. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
 7. Pursuant to City Council Resolution No. 2017-07-11-2, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's/City Council approval.
 8. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from November 13, 2018.
 9. Within 48 hours from Project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Determination.
 10. The conditions of Project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservations, or exactions imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.

Planning

11. Prior to the issuance of any permit, the Applicant shall post a 4 foot by 8 foot sign, indicating at a minimum, the name and phone number of the primary person responsible for the Project at MNWD where complaints concerning dust, noise, or other construction-related activities can be lodged. The sign shall be installed near the Project entrance on the site in a location approved by the Community Development Director. The lettering size used on this sign shall be a minimum of 6-inches high. Information to be displayed on this sign shall be reviewed and approved by the Community Development Director prior to sign fabrication. The sign shall remain until the Applicant has received a

- certificate of use and occupancy or building permit final for all buildings on the Project site.
12. The Applicant shall maintain the Project site in compliance with all property maintenance standards of the Laguna Hills Municipal Code ("LHMC") Chapter 9-74, and the regulations set forth therein.
 13. A minimum of ten (10) days prior to the issuance of any permit, the Applicant shall provide mailed notice to all property owners and tenants in the Crestline Homeowners Association, and at a minimum, all single-family property owners within 300 feet of the Project site on Los Cerros, La Cienega, and Mandeville Drive, concerning the anticipated Project construction schedule. The proposed draft notice shall be reviewed and approved in advance by the Community Development Director prior to mailing.
 14. Prior to the issuance of any demolition, grading, building or other permit for any increment of Project development, the Applicant shall submit a construction staging plan to the Community Development Director identifying areas to be used for equipment and material storage, placement of construction trailers, portable restrooms, delivery areas for loading and unloading of materials and equipment, construction waste diversion processing, and construction employee parking. Pedestrian and vehicular safety barriers shall be installed in all areas as required by the Building Official or his designee prior to the issuance of any permits. At the City's direction, the Applicant shall modify any element of an approved construction staging plan within 24 hours, or as soon as possible as determined by the Building Official or his designee, to maintain safe pedestrian and vehicle access on the site, or in the public rights-of-way adjacent to the site, during construction at all times.
 15. During construction, adequate emergency access shall be maintained to the site at all times in accordance with any requirements of the Orange County Fire Authority (OCFA), or as otherwise required by an approved OCFA Fire Master Plan.
 16. During construction, the Applicant shall maintain adequate vehicular and pedestrian ingress and egress for Gordon Road in compliance with standard City specifications including but not limited to the CalTrans design manual, Manual of Uniform Traffic Control Devices, or as recommended by the American Association of State Highway and Transportation Officials (AASHTO). Temporary directional signage shall be utilized as needed as directed by the City Engineer.
 17. Prior to issuance of any grading permits, the Applicant shall submit the proposed Project's grading plan to the Community Development Director for review and approval. The grading plan shall be consistent with the architectural

site plan as approved by this Permit to the reasonable satisfaction of the Community Development Director.

Landscaping

18. Prior to the issuance of a grading permit, the Applicant shall submit a final landscape and irrigation plan to the Community Development Director for review and approval. The plan shall demonstrate compliance with Laguna Hills Municipal Code Chapter 9-46 and 9-47, including installation of "Smart" landscape irrigation controllers, low precipitation-rate sprinkler heads, and water efficient landscaping, as applicable. With the exception of driveway and landscaping improvements proposed near the site entrance as depicted by the Project plans, existing trees with a diameter at breast height (dbh) of 3-inches or more on the west and south property lines shall be protected in place. Improvements required to comply with this condition shall be installed prior to the issuance of a certificate of use and occupancy or building permit final for Building 5. In the event trees are removed, they shall be replaced on-site, and incorporated into the Project landscape and irrigation plan, to the reasonable satisfaction of the Community Development Director.
19. Prior to the issuance of any permits, or grubbing or clearing activity (whichever occurs first), the Applicant shall retain a qualified arborist to prepare a tree preservation plan, identifying best management practices for construction crews to follow while working within the drip line of any trees with a diameter at breast height (dbh) of 3-inches or more to be retained, and an annual maintenance plan. The tree preservation plan shall be reviewed and approved by the City Forester prior to the issuance of any permits, or grubbing or clearing activity. Once approved, the Applicant shall implement the recommended best practices for tree preservation during construction. The Applicant shall also conduct recommended annual maintenance in perpetuity for trees designated for preservation in the tree preservation plan.
20. The Applicant shall deposit with the Community Development Department the estimated reasonable cost necessary to retain a qualified landscape professional to review the Applicant's proposed landscape and irrigation plans, and tree preservation plan, as well as inspect the Applicant-installed landscaping to ensure compliance with the approved landscaped plans and tree preservation plan. The amount deposited shall be in accordance with a written proposal obtained by the City pursuant to its Purchasing Ordinance. Prior to the issuance of any building shell final or issuance of a certificate of use or occupancy for any permit, the Applicant shall pay the actual cost of landscape plan check and inspection or be entitled to a refund of funds deposited, if any.
21. Prior to issuance of a certificate of occupancy or building permit final for Building 5, the Applicant shall submit to the Community Development Director for review and verification, a certification prepared by the Project landscape

designer or architect indicating that all plant materials have been installed in accordance with the approved final landscape plan.

22. Prior to the issuance of any building permits, the Applicant shall submit a final Project exterior color and materials board to the Community Development Director for review and approval. Colors and materials shall be in substantial conformance with the plans submitted for this Permit dated January 19, 2018. Approved colors and materials required to comply with this condition shall be installed prior to the issuance of a certificate of use and occupancy or building permit final for the applicable building or site improvement for which a permit is issued.
23. Prior to the issuance of any building permits for the improvements listed in this condition, the Applicant shall submit to the Community Development Director for review and approval final plans that depict the architectural finishes of exterior walls and/or roof coverings of wash bays, transfer stations, fuel island, materials bins, drying beds and fuel storage areas. Architectural finishes, colors and materials shall be consistent with those of the Operations Center (Building 1). Improvements required to comply with this condition shall be installed prior to the issuance of a certificate of use and occupancy, or building permit final for Building 5.

Lighting

24. Lighted exterior building wall signs and freestanding signs shall comply with LPMC Section 9-42.060 (lighting requirements).
25. Outdoor security and other lighting, including illuminated signs, shall be designed and maintained so as not to illuminate beyond the boundaries of the subject property. Security lighting shall be provided at all building entrances/exits. All exterior lights shall be stationary, and shielded or recessed, so that direct glare and reflections are contained within the boundaries of the subject property, and shall be directed downward, and focused inward and away from surrounding uses, adjacent residential properties, public streets, and rights-of-way.

Screening

26. Due to the grade separations between the Project site and surrounding residential land uses, all roof mounted equipment including heating, ventilation, and air conditioning (HVAC), and other mechanical equipment is prohibited. However, solar panels meeting the standards of the Uniform Building Code are permitted to be roof mounted. All other equipment shall be installed on at-grade locations.
27. During the operation of the use, all equipment and materials delivered to the site shall be stored within approved material bins, or warehouse buildings within 72 hours of their delivery to the site.

28. Prior to the issuance of any building permit, the Applicant shall submit to the Community Development Director for review and approval, plans that depict screening for all free standing mechanical equipment and material bins, the covered truck wash station, trash areas, fueling areas, pump stations, and any other equipment enclosures. The improvements shall be reasonably screened from public view to the satisfaction of the Community Development Director. The materials used shall be consistent with approved building exterior materials for Buildings 1 and 2. Improvements required to comply with this condition shall be installed prior to the issuance of a certificate of use and occupancy or building permit final for Building 5.
29. Prior to the issuance of any building permit, the Applicant shall submit to the Community Development Director for review and approval a final fence/gate plan. The plan shall be consistent with Attachment 6 of this Permit, except that the Applicant shall install black, vinyl-covered chain link fencing along the portions of the attachment that indicate the installation of chain link fencing. Improvements required to comply with this condition shall be installed prior to the issuance of a certificate of use and occupancy or building permit final for Building 5.

Parking

30. During operations, outdoor storage or parking of fleet vehicles and equipment for more the 72 hours shall only occur in designated spaces east of Building 2 and west of the Covered Truck Wash Station, and between Buildings 4 and 5 as depicted on the approved site plan (Sheet A1.0) submitted as part of this Permit.
31. Prior to the issuance of any building permit, the Applicant shall submit to the Community Development Director for review and approval a sign plan depicting directional and identification signage for fleet vehicle on-site circulation, handicap accessible parking, clean air vehicle parking, bicycle parking, employee and visitor parking, and fleet vehicle parking. Approved signs shall be installed consistent with the approved Project site plan and may include pavement markings and posted signs.
32. Prior to the issuance of a building permit, all vehicle and pedestrian gates shall be reviewed and approved by the Orange County Fire Authority and Orange County Sheriff's Department for conformance with the respective agencies' requirements for limited access devices. The Applicant shall provide proof of approval by those agencies to the Community Development Director prior to the issuance of a building permit.

Building

33. The Applicant shall be responsible for ensuring all applicable building permits are obtained from the City of Laguna Hills, as required by Section 103 of the

- 2016 California Building Code prior to commencement of any work for which a permit is required.
34. Any documents submitted to the City of Laguna Hills shall be accurately labeled and reflect all work (non-OSHPD, with regard to utilities), as required by Section 107 of the 2016 California Building Code.
 35. Prior to the issuance of a building permit, the Applicant shall include a copy of this Permit (the signed resolution of approval) in the City building plan sets submitted for the purpose of obtaining a building permit.
 36. Prior to the issuance of a building permit, the Applicant shall apply for permits from the South Coast Air Quality Management District (SCAQMD) for any stationary equipment to be located on the Project site that is under the permitting authority of the District. Proof of permit approval shall be provided to the Community Development Director prior to the issuance of a Certificate of Use and Occupancy from the City for any building.
 37. During construction, the Applicant shall comply with all construction water quality regulations, as required by the State Construction General Permit Order 2009-0009-DWQ and the provisions of the LHMC Chapter 5-36.
 38. Plans submitted for this Project for the purpose of obtaining a building permit shall comply with California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code. Additionally, the Applicant shall modify any existing substandard site conditions to comply with applicable California Disabled Accessibility requirements, subject to the approval of the Building Official. Improvements required to comply with this condition shall be installed prior to the issuance of a certificate of use and occupancy for the applicable building or site improvement for which the permit is issued.
 39. Prior to the issuance of a building permit, the Applicant shall demonstrate that the Project complies with the applicable requirements of the 2016 California Building Energy Efficiency Standards as published by the California Energy Commission. Improvements required to comply with this condition shall be installed prior to the issuance of a certificate of use and occupancy for the applicable building or site improvement for which a permit is issued.
 40. All construction shall comply with the applicable California Building, Plumbing, Mechanical, Electrical, and Green Building Codes with regard to the appropriate occupancies for each permit requested.

Orange County Fire Authority

41. Prior to building permit issuance, the Applicant shall submit to the Orange County Fire Authority for review and approval any required plans, including but not limited to an architectural plan (PR 200-285), a fire master plan (PR 145),

hazardous materials compliance and chemical classification (PR 315-328), hazardous equipment, processes, or operations (PR 345-360), underground piping for hydrants and sprinkler systems (PR 470- 475), and fire sprinkler systems (PR 400-465). Proof of OCFA plan or permit approval shall be submitted to the Community Development Director prior to the issuance of a building permit.

Public Services

42. Prior to the issuance of any Grading Permits, the Applicant shall prepare a separate hydrology and hydraulic analysis report in accordance with standards of the County of Orange Hydrology Manual for review and the reasonable approval by the City Engineer. The Project Drainage Plan shall provide 100-year storm protection at one foot below all finished floor elevations and collect 25-year storm flows into drainage devices at sump locations, not including hydromodification retention of flows. During 100-year storm events, one travel lane in each direction on primary internal access roads shall be free of inundation, open and passable, as approved by the City Engineer. No onsite development shall impede the functionality of any existing drainage devices in the public right of way. The hydraulic analysis shall demonstrate the above specifications are met.
43. Prior to issuance of any Grading Permits, the Applicant shall prepare for review and reasonable approval by the Community Development Director and the City Engineer a Water Quality Management Plan (WQMP) for all priority projects as defined in the NPDES permits and County of Orange Model WQMP technical guidance document. The WQMP shall identify Low Impact Development (LID) BMPs and routine structural and non-structural measures specified in the current Orange County Drainage Area Management Plan (DAMP) and the San Diego Regional Water Quality Control Board (SDRWQB) requirements. The WQMP must also:
 - a. Address site design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or “zero discharge” areas, conserving natural areas, preserving trees, and retaining existing site hydrology to the maximum extent practicable.
 - b. Include a design goal to maintain or replicate the pre-development hydrologic functions through site preservation, infiltration, retention, detention, evapotranspiration, and filtration treatment systems.
 - c. Incorporate applicable routine source control BMPs as defined in the DAMP and provide a detailed description of their implementation.
 - d. Incorporate applicable treatment control BMPs as defined in the DAMP to the approval of the City Engineer.

- e. Implement Low Impact Development (LID) BMPs to reduce runoff to the maximum extent practicable.
 - f. Include full capture trash and debris systems consistent with SDRWQCB Order No. R9-2017-0077 and per the approval of the City Engineer.
 - g. Include an Operation and Maintenance (O&M) plan that identifies the mechanism(s) by which long-term O&M of all post construction BMPs will be provided and funded, to include an annual self-certification of maintenance and operational functioning of the BMPs to be issued to the City Engineer.
 - h. The Project site shall meet hydromodification criteria and the Applicant shall document compliance by providing calculations consistent with the Grading Plan and WQMP and in accordance with the SDRWQCB NPDES Order No. R9-2013-0001, Section E.3.c(2), as amended by Order Nos. R9-2015-0001 and R9-2015-0100 Permits. Hydromodification determinations shall be made using the South Orange County Hydrology Model as provided by the County of Orange.
44. Prior to the issuance of Grading Permits, if the project construction disturbed area is one acre or more in size, the Applicant shall:
- a. Submit to the City Engineer a copy of the State issued Notice of Intent (NOI) indicating that coverage has been obtained under the National Pollutant Discharge Elimination System (NPDES) State Construction General Permit Order 2009-0009-DWQ from the State Water Resources Control Board.
 - b. Projects subject to the NOI requirement shall also prepare and submit to the City Engineer a Stormwater Pollution Prevention Plan (SWPPP) meeting City standards and be provided for the reasonable approval of the City Engineer. A copy of the approved SWPPP shall be kept at the project site and be available for City review upon request. In addition, the Applicant shall include notes on the grading plans indicating that the project will be implemented in compliance with the Statewide Permit for General Construction Activities.
45. Prior to issuance of Grading Permits, the Applicant shall provide an Americans with Disabilities Act (ADA) site review of existing pathways, sidewalks and access ramps for both on-site access and adjacent to the site access along the accessible pathways. The accessible pathway shall not include a path within any drive aisle, except as necessary to cross a drive aisle at 90° to the drive aisle. The report shall be prepared by a professional with expertise in the ADA field and shall include an implementation plan to correct all deficiencies noted and as reasonably approved by the City Engineer. Any sidewalk or pathway

not in compliance with ADA standards shall be reconstructed to the City's standards.

46. Prior to the issuance of Grading Permits, the Applicant shall demonstrate to the reasonable satisfaction of the City Engineer that all on-site access routes are capable of accommodating truck access and truck turning radii.
47. Prior to the issuance of any Grading Permits or Building Permits, the Applicant shall provide a geotechnical report prepared by a registered engineering geologist/soils engineer for review and the reasonable approval by the City Engineer. The report shall include an evaluation of onsite soils and geologic conditions and provide recommendations on pavement sections, building foundations, infiltration rates and a discussion of the functionality of permeable pavements, if any, and all project proposed water quality features. All on site Asphalt Concrete pavements shall be constructed with a minimum structural section of 3" Asphalt Concrete over 4" Class II Aggregate Base, compacted to 95% relative compaction, or greater if so recommended by the soils engineer.
48. Prior to the issuance of any Grading Permits, the Applicant shall provide a haul route plan for all exports/imports from/to the site for review and the reasonable approval by the City Engineer. The haul route shall not utilize any arterial highway prior to 9:00 am or after 4:00 pm daily. In addition, the Applicant shall provide a construction vehicle routing plan for review and the reasonable approval of the City Engineer prior to any demolition or construction work. No construction equipment traffic shall access or depart the site during morning or evening peak periods, which are 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday.
49. Prior to the issuance of any Grading Permits, as applicable, the Applicant shall provide public street improvement plans, on 24" x 36" mylar sheets, to the standards of the City for review and the reasonable approval by the City Engineer.
50. Prior to the City Engineer's acceptance of the final grading work or prior to the issuance of a certificate of use and occupancy, the Applicant shall demonstrate compliance with the WQMP in a manner meeting the reasonable satisfaction of the City Engineer, including:
 - a. Demonstration that all structural BMPs described in the WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications.
 - b. Demonstration that the Applicant has complied with and/or is prepared to implement all non-structural BMPs described in the WQMP.
 - c. Demonstration that an adequate number of copies of the project's approved WQMP are available for the future occupants.

- d. Demonstration that the Applicant has agreed to and recorded CC&R's, an agreement, or another legal instrument approved by the City Attorney, as applicable, requiring the property owner, successors, tenants (if applicable), and assigns to operate and maintain, in perpetuity, the post-construction BMPs described in the WQMP.
- 51. Prior to the issuance of the certificate of use and occupancy, trash/recycling enclosures shall be constructed in compliance with the City's standards to include an impermeable roof and a sewer drain inlet connection.
- 52. During the course of the Project construction, the Applicant shall, to the maximum extent practicable, direct that construction vehicles avoid working in reverse gear in order to minimize the generation of backup alarm noise impacts to neighboring properties.
- 53. During the course of the Project construction, the Applicant shall not allow any work to be performed within the public right-of-way until after a Public Property Encroachment Permit has been issued by the City Engineer including the payment of applicable fees and/or deposits as determined by City.
- 54. During the course of the Project construction, it shall be the Applicant's sole responsibility to protect-in-place existing public improvements. Prior to the issuance of a certificate of use and occupancy, public improvements that are damaged as a result of the project construction shall be repaired or replaced by the Applicant to the reasonable satisfaction of the City Engineer.
- 55. During the course of the Project construction, no public streets shall be utilized for temporary storage of any construction materials and no vehicles shall be off-loaded of deliveries or filled with materials to be exported by utilizing any public street for a staging area.
- 56. The Applicant proposes to install a new underground storm drain extension from the project site, within and parallel to Gordon Road, to connect with the City's existing storm drain system in Moulton Parkway. Prior to the issuance of Grading Permits, the Applicant shall provide a separate set of storm drain plans on 24" by 36" mylar sheets meeting the County of Orange standards and City standards and submit them for review and reasonable approval by the City Engineer. Prior to the issuance of certificate of use and occupancy, the new storm drain shall be constructed to the satisfaction of the City Engineer.
- 57. Prior to the issuance of certificate of use and occupancy, in order to mitigate trash and debris from the Project from entering into the City's storm drain system, the Applicant shall install full capture trash screens, known as CPS-Mod, by G2 Construction Inc., for the two existing catch basins on Gordon Road at Moulton Parkway.
- 58. Prior to the issuance of certificate of use and occupancy, in order to mitigate roadway damages as a result of the construction operations of the Project and

due to the new underground storm drain extension on Gordon Road, the Applicant shall remove and replace any deteriorated pavement areas, edge grind the pavement and construct a 0.125' surfacing of asphalt concrete hot mix III-C2-PG 64-10 to the satisfaction of the City Engineer.

59. Prior to the issuance of certificate of use and occupancy, in order to mitigate traffic generation due to the Project, the Applicant shall provide plans, on 24" by 36" mylar sheets, to the California Department of Transportation (Caltrans) standards and City standards, for review and reasonable approval by the City Engineer, and construct a new traffic signal at the intersection of Moulton Parkway at Gordon Road.

As a responsible agency for the Project, the City adopts the Mitigation Monitoring and Reporting Program prepared and adopted by the Moulton Niguel Water District ("MMRP"). To the extent the mitigation measures in the MMRP conflict with or are inconsistent with these Conditions of Approval, these Conditions of Approval shall prevail. (CEQA Guidelines section 15097(d).) The following mitigation measures were included in the IS/MND for the Moulton Niguel Water District Operations Center and Site Consolidation Project prepared by LSA Associates, Inc. and dated March 2018. They are included as additional Conditions of Approval.

Conditions relating to aesthetic impacts:

60. Prior to issuance of grading permits, the City of Laguna Hills Director of Community Development, or designee, shall verify that construction plans include the following requirement: During construction, the Construction Contractor shall ensure, through appropriate postings and daily visual inspections, that no unauthorized materials are posted on any temporary construction barriers and that any such temporary barriers are maintained in a visually attractive manner. In the event that unauthorized materials or markings are discovered on any temporary construction barrier, the Construction Contractor shall remove such items within 48 hours.
61. Prior to issuance of a building permit, the Moulton Niguel Water District (MNWD) shall prepare a comprehensive lighting plan and a Final Photometric Plan. The lighting plan shall be prepared by a qualified illumination engineer and shall address all aspects of lighting, including infrastructure, on-site driveways, safety, signage, and promotional lighting, if any. In conjunction with the Comprehensive Lighting Plan, MNWD shall also prepare a Final Photometric Plan. The Final Photometric Plan shall be reviewed and approved by the City of Laguna Hills Director of Community Development, or designee, prior to issuance of a building permit. In accordance with Municipal Code 9-40.170, Lighting, of the City of Laguna Hills Municipal Code, the Final Photometric Plan shall show evidence that all lighting is shielded or recessed and directed downward and away from adjoining properties and that direct glare and reflections are contained within the property lines. In accordance with Municipal Code 9-44.060, Design Standards for Parking Facilities, of the City of Laguna Hills Municipal Code, lighting in the uncovered parking areas shall

be designed such that they produce a minimum of 0.4 foot-candle on paved general use areas and an average of 1 foot-candle on paved high use areas. The foot-candle uniformity ratio shall meet the standard of an average/minimum of 4:1 in general use areas and 3:1 in high use areas.

Conditions relating to air quality impacts:

62. Prior to the commencement of construction activities/during Project construction dust control measures in compliance with South Coast Air Quality Management District (SCAQMD) Rules 402 and 403, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall include these standard construction measures for construction plans and shall require the construction contractor to implement the following measures:
 - a. Dust Control
 - o Apply soil stabilizers to inactive areas.
 - o Prepare a high wind dust control plan and implement plan elements and terminate soil disturbance when winds exceed 25 miles per hour (mph).
 - o Stabilize previously disturbed areas if subsequent construction is delayed.
 - o Water exposed surfaces and haul roads three times per day.
 - o Cover all stockpiles with tarps.
 - o Replace groundcover in disturbed areas quickly.
 - o Reduce speeds on unpaved roads to less than 15 mph.
63. Prior to the commencement of construction activities/during Project construction the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall include these requirements in construction bid documents and construction plans and shall require the construction contractor to implement the following measures:
 - Exhaust Emissions
 - o All off-road construction equipment-vehicles shall be equipped with a Tier 2 or higher engine with Level 1 diesel particulate control devices, as required by the California Air Resources Board's (ARB) Off-Road Diesel Regulation. Per Section 2449(d)(4) of the ARB regulation, all off-road diesel fleet equipment must be reported to ARB using the Diesel Off-road Online Reporting System (DOORS) and all equipment must be labeled with the Equipment Identification Number (EIN). These requirements shall be included in applicable bid documents and successful contractor(s) must demonstrate the ability to supply such equipment. A copy of DOORS reporting forms and EIN labels shall be available upon request at the time of mobilization of each applicable unit of equipment.
 - o Require 90-day low-nitrogen oxides (NOX) tune-ups for off-road equipment.

- o Give preference to contractors using equipment with oxidation catalysts, soot traps, or other modern control technology.
 - o Use low emission mobile construction equipment. The property owner/developer shall comply with ARB requirements for heavy construction equipment.
 - o Maintain construction equipment engines by keeping them tuned.
 - o Avoid unnecessary idling by shutting off engines that are expected to idle for more than five minutes.
 - o Utilize existing power sources (power poles) when available
64. Prior to the commencement of construction activities/during Project construction in compliance with South Coast Air Quality Management District (SCAQMD) Rule 1113, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall include these standard construction measures for construction plans and shall require the construction contractor to implement the following measures:
- a. VOC Control Measures
 - o Minimize the amount of paint used by using pre-coated, pre-colored and naturally colored building materials.
 - o Use high transfer efficiency painting methods such as HVLP (high volume low pressure) sprayers and brushes/rollers where possible.
 - o Use SCAQMD-required low-VOC coatings where practical.

Conditions relating to biological resources impacts:

65. In the event that construction activities occur between February 15 and August 15/prior to the commencement of grading activities and the issuance of any building permits, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, (or its contractor) shall retain a qualified biologist (a professional biologist that is familiar with local birds and their nesting behaviors) to conduct a nesting bird survey no more than 3 days prior to commencement of construction activities. The nesting survey shall include the Project site and areas immediately adjacent to the site that could potentially be affected by Project-related construction activities such as noise, human activity, and dust. If active Cooper's hawk nesting is observed within 500 feet (ft) of the designated construction area prior to construction, the biologist shall establish suitable buffers around the active nests (e.g., as much as 500 ft [subject to the recommendations of the qualified biologist]), and the buffer areas shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests. Prior to commencement of grading activities and issuance of any building permits, the MNWD Assistant General

Manager, or designee, shall verify that all Project grading and construction plans include specific requirements regarding the requirements of the Fish and Game Code Section 3503, that preconstruction surveys have been completed and the results reviewed by staff, and that the appropriate buffers (if needed) are noted on the plans and established in the field with orange snow fencing.

66. Prior to the issuance of any grading permits, the Moulton Niguel Water District (MNWD) shall coordinate with the San Diego Regional Water Quality Control Board (RWQCB) and the California Department of Fish and Wildlife (CDFW) regarding their potential jurisdiction over the on-site drainage. If the RWQCB and/or CDFW elect to assert jurisdiction over the on-site drainage, MNWD shall also obtain all applicable permits/agreements/certifications from the San Diego RWQCB and the CDFW that are required for direct or indirect impacts on areas within these agencies' jurisdictions. The Applicant shall be obligated to implement/comply with mitigation measures required by the resource agencies regarding impacts on their respective jurisdictions. If the CDFW asserts jurisdiction over the drainage channel, they may consider the Project's proposed concrete channel to be adequate mitigation for permanent (0.11 acre [ac]) and temporary (0.04 ac) impacts to the streambed and associated riparian habitat. Alternate mitigation may be the purchase of mitigation credits from an approved mitigation bank, mitigation through an in-lieu fee program, or mitigation of permanent and temporary impacts in the form of restoration. If restoration is required, construction of the Project's proposed concrete channel would most likely be acceptable mitigation for the 0.04 ac of temporary impacts. Mitigation (restoration) for permanent impacts would most likely occur at an off-site location on Applicant-owned lands or another location agreeable to the CDFW. The likely ratios at which the CDFW may require permanent impacts to be mitigated may vary from 1:1 (no net loss) to as high as 3:1.

In the event that the San Diego RWQCB asserts jurisdiction over the drainage channel, they may consider the Project's proposed concrete channel to be adequate mitigation for permanent (0.10 ac) and temporary (0.04 ac) impacts to Waters of the State. Alternate mitigation may be the purchase of mitigation credits from an approved mitigation bank, mitigation through an in-lieu fee program, or mitigation of permanent and temporary impacts in the form of creation of Waters of the State. If creation is required, construction of the Project's proposed concrete channel would most likely be acceptable mitigation for the 0.04 ac of temporary impacts. Mitigation (creation) for permanent impacts would most likely occur at an off-site location on Applicant owned lands or at another location agreeable to the RWQCB. The likely ratios at which the RWQCB may require permanent impacts to be mitigated may vary from 1:1 (no net loss) to as high as 3:1. In addition, the San Diego RWQCB may require that temporary and permanent impacts to stream length be mitigated at a 1:1 ratio (1,050 linear feet).

The jurisdictions of the San Diego RWQCB and CDFW are not additive areas because the riparian habitat on the site may be within the jurisdiction of both of

- these agencies. Therefore, the permits and associated jurisdictional replacement requirements would identify which mitigation areas apply to the corresponding jurisdiction. If the CDFW and/or the San Diego RWQCB assert jurisdiction prior to, or as a condition of, issuance of the aforementioned permits, a detailed restoration program shall be prepared for approval by CDFW and/or the San Diego RWQCB. The program shall include performance criteria designed to ensure that the habitat functions and values created as part of the restoration program exceed those that are impacted. Completion of the restoration program shall be determined by the resource agencies.
67. In the event that construction activities occur between February 15 and August 15/prior to the commencement of grading activities and the issuance of any building permits, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee (or its contractor), shall retain a qualified biologist (a professional biologist that is familiar with local birds and their nesting behaviors) to conduct a nesting bird survey no more than 3 days prior to commencement of construction activities. The nesting survey shall include the Project site and areas immediately adjacent to the site that could potentially be affected by Project-related construction activities such as noise, human activity, and dust. If active bird nesting is observed within 500 feet (ft) of the designated construction area prior to construction, the biologist shall establish suitable buffers around the active nests (e.g., as much as 500 ft for raptor species [subject to the recommendations of the qualified biologist]), and the buffer areas shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests. Prior to commencement of grading activities and issuance of any building permits, the MNWD Assistant General Manager, or designee, shall verify that all Project grading and construction plans include specific requirements regarding the requirements of the Migratory Bird Treaty Act (MBTA) and Fish and Game Code Section 3503, that preconstruction surveys have been completed and the results reviewed by staff, and that the appropriate buffers (if needed) are noted on the plans and established in the field with orange snow fencing.

Conditions relating to cultural resource impacts:

68. Prior to commencement of grading activities, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall verify that all Project grading and construction plans include requirements specifying that if archaeological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet (ft) of the find until a qualified archaeologist from the Orange County List of Qualified Archaeologists has evaluated the find in accordance with federal, State, and local guidelines to determine whether the find constitutes a “unique archaeological resource,” as defined in Section 21083.2(g) of the California Public Resources Code (PRC). Personnel of the proposed Project shall not collect or move any archaeological materials and associated materials. Construction activity may continue unimpeded on other portions of the Project site. The found deposits

shall be treated in accordance with federal, State, and local guidelines, including those set forth in PRC Section 21083.2.

69. Prior to the commencement of any grading activity on site/if paleontological resources are encountered during the course of ground disturbance/in the event that paleontological resources are encountered when a paleontological monitor is not present, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall verify that a qualified paleontologist (a practicing paleontologist that is recognized in the paleontological community and is proficient in vertebrate paleontology), who is listed on the County of Orange list of certified paleontologists, has been retained to develop a Paleontological Resources Impact Mitigation Program (PRIMP) for this Project. The PRIMP shall include the methods that will be used to protect paleontological resources that may exist within the Project site, as well as procedures for monitoring, fossil preparation and identification, curation into a repository, and preparation of a report at the conclusion of grading. The PRIMP shall be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP) and include, but not be limited to, the following:
- Excavation and grading activities in deposits with high paleontological sensitivity (Young Axial Channel Deposits beginning at a depth of 10 feet (ft) below the existing ground surface and the siltstone facies of the Capistrano Formation) shall be monitored by a paleontological monitor following a PRIMP. No monitoring is required for excavations in deposits with no or low paleontological sensitivity (Artificial Fill or the Young Axial Channel Deposits from the surface to a depth of 10 ft).
 - If paleontological resources are encountered during the course of ground disturbance, the paleontological monitor shall have the authority to temporarily redirect construction away from the area of the find in order to assess its significance.
 - Collected resources shall be prepared to the point of identification, identified to the lowest taxonomic level possible, cataloged, and curated into the permanent collections of a scientific institution.
 - At the conclusion of the monitoring program, a report of findings shall be prepared to document the results of the monitoring program.
 - In the event that paleontological resources are encountered when a paleontological monitor is not present, work in the immediate area of the find shall be redirected and a paleontologist shall be contacted to assess the find for significance. If determined to be significant, the fossil shall be collected from the field.

70. Consistent with the requirements of California Code of Regulations (CCR) Section 15064.5(e), if human remains are encountered, work within 25 feet (ft) of the discovery shall be redirected and the County Coroner notified immediately. State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. If the remains are determined to be Native American, the County Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the Moulton Niguel Water District (MNWD), the MLD may inspect the site of the discovery. The MLD shall complete the inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Consistent with CCR Section 15064.5(d), if the remains are determined to be Native American and an MLD is notified, MNWD shall consult with the MLD as identified by the NAHC to develop an agreement for treatment and disposition of the remains.

Conditions relating to geology and soil impacts:

71. The City of Laguna Hill's Community Development Director, or designee, shall ensure that all design, grading, and construction operations are conducted in accordance with the requirements of the City's Building Code, the California Building Code (CBC) applicable at the time of grading, and the recommendations included in the geotechnical reports on the proposed Project site titled Geotechnical Investigation, Proposed Improvements at the Moulton Niguel Water District Operations Center, 26161 Gordon Road, Laguna Hills, California and Revised Supplemental Geotechnical Investigation, Proposed Improvements at the Moulton Niguel Water District Operations Center, 26161 Gordon Road, Laguna Hills, California (Petra Geosciences, 2016a and 2017). Final site grading, specifications, and foundation plans shall be reviewed by the Project geotechnical consultant prior to commencement of grading activities to verify conformance with the recommendations of these reports. In addition, the Project geotechnical consultant shall be present during site grading and foundation construction to observe and document proper implementation of the geotechnical recommendations. The final recommendations of the Project geotechnical consultant shall be summarized in a report subject to review by the City of Laguna Hills Community Development Director, or designee, prior to the start of grading activities

Conditions relating to hazards and hazardous material impacts:

72. Prior to commencement of demolition activities, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall verify that predemolition surveys for asbestos-containing materials (ACMs), lead-based paints (LBPs), and polychlorinated biphenyls (PCBs) (including sampling and analysis of all suspected building materials) have been performed. All

inspections, surveys, and analyses shall be performed by appropriately licensed and qualified individuals in accordance with applicable regulations (i.e., American Society for Testing and Materials (ASTM) E 1527-05, 40 Code of Federal Regulations (CFR), Subchapter R, Toxic Substances Control Act [TSCA], Part 716, and SCAQMD Rule 1403).

Wherever evidence of ACMs, LBPs, and PCBs are present in areas proposed for demolition, all such materials shall be removed, handled, and properly disposed of by appropriately licensed contractors according to all applicable regulations during demolition of structures (40 CFR, Subchapter R, TSCA, Parts 745, 761, and 763 and SCAQMD Rule 1403). During demolition, air monitoring shall be completed by appropriately licensed and qualified individuals in accordance with applicable regulations both to ensure adherence to applicable regulations (e.g., South Coast Air Quality Management District [SCAQMD]) and to provide safety to workers and the adjacent community. MNWD shall provide documentation (e.g., all required waste manifests, sampling, and air monitoring analytical results) to the Orange County Fire Authority (OCFA) showing that abatement of any ACMs, LBPs, and PCBs identified in these structures has been completed in full compliance with all applicable regulations and approved by the appropriate regulatory agencies (40 CFR, Subchapter R, TSCA, Parts 716, 745, 761, 763, and 795, and California Code of Regulations [CCR] Title 8, Article 2.6, and SCAQMD Rule 1403). An Operating & Maintenance Plan (O&M Plan) shall be prepared for any ACM-, LBP-, or PCB-containing fixtures to remain in place and shall be reviewed and approved by OCFA.

73. Prior to issuance of any grading permit, the Mouton Niguel Water District (MNWD) shall prepare and approve a Soil Management Plan and a Health and Safety Plan for review and approval. The primary goal of a Soil Management Plan is to minimize risks to owners, developers, and human health and the environment by providing a pre-approved plan for disturbing known or suspected contaminated areas at a site. The Health and Safety Plan is a written document that describes the process for identifying the physical and health hazards that could harm workers, procedures to prevent accidents, and steps to take when accidents occur. The Soil Management Plan and Health and Safety Plan shall be consistent with local, State, and federal regulations including but not limited to the requirements of California Occupational Safety and Health Act (Cal/OSHA) and shall encompass all subsurface soil disturbance activities. The construction contractor shall comply with all requirements detailed in the Soil Management Plan and Health and Safety Plan during construction. At a minimum, the Soil Management Plan and/or Health and Safety Plan shall include the following components:
- A summary of all potential risks to construction workers, monitoring programs, maximum limits for all site chemicals, and emergency procedures.

- Procedures for handling excavated soil and/or waste, sampling requirements, management and disposal of contaminated material, and documentation of the disturbance activity.
 - During all subsurface excavation activities, field technicians shall continuously monitor the soil as it is being excavated with appropriate field instruments.
 - During all subsurface excavation activities, chemicals of concern associated with petroleum hydrocarbon contaminants shall be continuously monitored and compared to appropriate levels of concern (e.g., Permissible Exposure Levels [PELs], Threshold Limit Values [TLVs], or concentrations Immediately Dangerous to Life and Health [IDLH] in the breathing zone).
 - Identification of a Site Health and Safety Officer.
 - Methods of contact, phone number, office location, and responsibilities of the Site Health and Safety Officer.
 - Emergency Response Plan.
 - Specification that the Site Health and Safety Officer shall be contacted immediately by the construction contractor if evidence of contaminants is present.
74. During construction activities, the Construction Contractor shall immediately notify the Director of the Orange County Environmental Health Care Agency (OCHCA) Environmental Health Division, or designee, and the Orange County Fire Authority (OCFA) if any contaminated soil, groundwater, toxic materials, subsurface tanks/piping, or potentially hazardous materials are encountered. The OCHCA shall determine the appropriate procedures for handling and disposal of the materials in accordance with local, State, and federal regulations. In the event that contaminated materials are encountered during grading activities, all work within that immediate area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up remedial and clean-up measures are implemented so as to render that area suitable for work to resume.

Conditions relating to hydrology and water quality impacts:

75. Prior to issuance of a grading permit, the Moulton Niguel Water District (MNWD) shall obtain coverage under the State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0015-DWQ, as amended by Order No. 2010-0014-DWQ and 2012-0006-DWQ, NPDES No. CAS000002) (Construction General Permit). Construction activities shall not commence until the Waste Discharge

- Identification Number (WDID) is issued to MNWD by the State Water Resources Control Board. A construction Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented for the Project in compliance with the requirements of the Construction General Permit. The construction SWPPP shall identify construction Best Management Practices (BMPs) to be implemented to ensure that the potential for soil erosion and sedimentation is minimized and to control the discharge of pollutants in storm water runoff as a result of construction activities.
76. During groundwater dewatering activities, the Construction Contractor shall comply with the requirements of the General Waste Discharge Requirements for Discharges from Groundwater Extraction Discharges to Surface Waters within the San Diego Region (Order No. R9-2008-0002, Permit No. CAG919003) (Groundwater Discharge Permit), or subsequent permit. The Construction Contractor shall comply with all applicable provisions in the permit, including water sampling, analysis, and reporting of dewatering-related discharges. Moulton Niguel Water District (MNWD) shall submit a Notice of Intent for coverage under the permit to the San Diego Regional Water Quality Control Board (RWQCB) at least 60 days prior to the start of dewatering. Groundwater discharge shall not commence until a Notice of Enrollment is received from the San Diego RWQCB. Upon completion of groundwater dewatering activities, MNWD shall submit a Notice of Termination to the San Diego RWQCB.
 77. Prior to the issuance of any grading or building permits, Moulton Niguel Water District (MNWD) shall prepare a Final Water Quality Management Plan (WQMP). The Final WQMP shall be prepared consistent with the South Orange County Municipal Separate Storm Sewer System (MS4) Permit and the South Orange County Water Quality Management Plan Template. The Final WQMP shall specify Best Management Practices (BMPs) to be incorporated into the design of the Project. The Project Applicant shall provide the Final WQMP to the City of Laguna Hills for review and approval.
 78. Prior to the issuance of any grading or building permits, Moulton Niguel Water District (MNWD) shall revise the existing operational Storm Water Pollution Prevention Plan (SWPPP) for the Project site in compliance with the requirement of the General Permit for Storm Water Discharges Associated with Industrial Activities (Order No. 2014-0057-DWQ, NPDES No. CAS000001). MNWD shall comply with all applicable provisions in the permit, including implementation of the operational SWPPP, implementation of Best Management Practices (BMPs), water sampling, analysis, and reporting of storm water discharges.

Conditions relating to noise impacts:

79. Construction activities occurring as part of the Project shall be subject to the limitations and requirements of the City of Laguna Hills Municipal Code, which

states that construction activities shall occur only between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and from 8:00 a.m. to 8:00 p.m. on Saturdays. Construction is not permitted on Sundays or any federal holidays.

80. Prior to the issuance of building permits/during construction activities/prior to the issuance of grading permits, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, (or its contractor), shall verify that grading and construction plans include the following requirements:
 - During construction activities, a temporary 12-foot-high noise barrier shall be placed around the perimeter of the Project site as specified in Figure 4.12.4 of the Project Noise and Vibration Impact Analysis to reduce potential construction noise impacts. The temporary construction barrier shall be a 0.5-inch thick plywood fence or another material that has a minimum Sound Transmission Class rating of 28.
 - Prior to issuance of grading permits, MNWD shall incorporate the following measures as requirements on the grading plan cover sheet to ensure that the greatest distance between noise sources and sensitive receptors during construction activities has been achieved:
 - o Construction equipment, fixed or mobile, shall be equipped with properly operating and maintained noise mufflers consistent with manufacturer's standards.
 - o Construction staging areas shall be located away from off-site sensitive uses during the later phases of Project development.
 - o The Project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project site whenever feasible.
81. During Project operation, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall ensure that deliveries of materials, fuel, and equipment occur during normal business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.), with the exception of emergency situations, whereby deliveries could occur outside of typical business hours.
82. During Project operation, Moulton Niguel Water District (MNWD) shall be prohibited from using outdoor speakers, bells, or other devices that could draw attention to the Project site or generate noise beyond the boundaries of the site. The use of outdoor communication facilities shall only be permitted during emergency situations.
83. During Project operation, Moulton Niguel Water District (MNWD) shall be prohibited from service and repair operations on service vehicles outside of

typical business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.) and must perform such activities within an enclosed structure on the site. Service and repair activities shall only be permitted outside of typical business hours during an emergency situation.

Conditions relating to transportation and traffic impacts:

84. Prior to the issuance of grading permits, the Moulton Niguel Water District (MNWD) shall prepare a Construction Traffic Control Plan for approval by the City of Laguna Hills City Engineer, or designee, and shall implement the Plan during Project construction with the goal of maintaining acceptable intersection levels of service (LOS) during peak traffic hours. The Construction Traffic Control Plan would be consistent with the City of Laguna Hills Public Services and Engineering Department's Traffic Control Plan General Notes (2009). The Traffic Control Plan shall include, but not be limited to, the following:
- Provisions for temporary traffic control during all construction activities adjacent to public right-of-way to improve traffic flow on public roadways and ensure the safe access into and out of the site (e.g., warning signs, lights and devices, and flag person).
 - Planning routine street closures outside of peak traffic hours (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday).
 - Rerouting construction trucks to reduce travel on congested streets.
 - Prohibiting construction-related vehicles from parking on public streets.
 - Providing safety precautions for pedestrians and bicyclists through such measures as alternate routing and protection barriers.
 - Scheduling construction-related deliveries, other than concrete and earthwork-related deliveries, so as to reduce travel during peak travel periods.
 - Obtaining the required permits for truck haul routes from the City of Laguna Hills.
 - All emergency access to the Project site and adjacent areas shall be kept clear and unobstructed during all phases of demolition and construction.
 - The Orange County Sheriff's Department and the Orange County Fire Authority (OCFA) shall be notified a minimum of 1 week (7 days) in advance of any lane closures or roadway work so that emergency vehicles can be rerouted during construction if deemed necessary in the expert opinion of the Orange County Sheriff's Department and/or OCFA.

- The Orange County Transportation Authority (OCTA) shall be notified regarding any affected locations a minimum of 10 working days prior to construction so that transit service can be rerouted if deemed necessary in the expert opinion of the OCTA.
 - Flag persons shall be trained to assist in emergency response by restricting or controlling the movement of traffic that could interfere with emergency vehicle access.
85. Prior to issuance of a certificate of use and occupancy for the Operations Center Building, the Moulton Niguel Water District (MNWD) shall install a traffic signal at the unsignalized intersection of Gordon Road/Moulton Parkway. Installation of the traffic signal shall include the traffic signal equipment and timing and coordination with adjacent intersections. Signal installation shall meet the City of Laguna Hills standards and be implemented to the satisfaction of the City of Laguna Hills Traffic Engineer, or designee.

Conditions relating to tribal cultural resource impacts:

86. Prior to commencement of grading activities, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall verify that all Project grading and construction plans include requirements specifying that if tribal cultural resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified archaeologist from the Orange County List of Qualified Archaeologists has evaluated the find in accordance with federal, State, and local guidelines to determine whether the find constitutes a “unique archaeological resource” as defined in Section 21083.2(g) of the California Public Resources Code (PRC). If the find is determined to be a unique archaeological resource, the found deposits shall be treated in accordance with federal, State, and local guidelines including but not limited to those set forth in PRC Section 21083.2. In addition, the find shall be assessed by a representative from the Gabrieleno/Tongva San Gabriel Band of Mission Indians to determine whether the find constitutes a “tribal cultural resource” as defined in PRC Section 21074. If the find is determined to be a tribal cultural resource, the Gabrieleno/Tongva San Gabriel Band of Mission Indians shall coordinate the treatment and curation of these resources with MNWD. Personnel of the proposed Project shall not collect or move any archaeological or tribal cultural resources and associated materials. Construction activity may continue unimpeded on other portions of the Project site during assessment and treatment.

Conditions relating to utilities and service systems impacts:

87. Prior to the issuance of a grading permit, the Moulton Niguel Water District (MNWD) shall submit a Final Landscaping Plan to the City of Laguna Hill’s Community Development Director, or designee. The Final Landscaping Plan shall be consistent with all applicable provisions outlined in the City’s Landscape Water Efficiency Ordinance.

SECTION 4. This effectiveness of this Resolution shall be contingent upon the adoption and effectiveness of an Ordinance by the Laguna Hills City Council 2018-X ("Ordinance"). Should the Ordinance not be adopted or take effect, this Resolution shall automatically be deemed null and void.

SECTION 5. This Resolution shall not take effect until and unless Ordinance No. 2018-8 takes effect.

PASSED, APPROVED, AND ADOPTED this __ day of __, 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2018-XXX adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the ____ day of __, 2018, by the following vote:

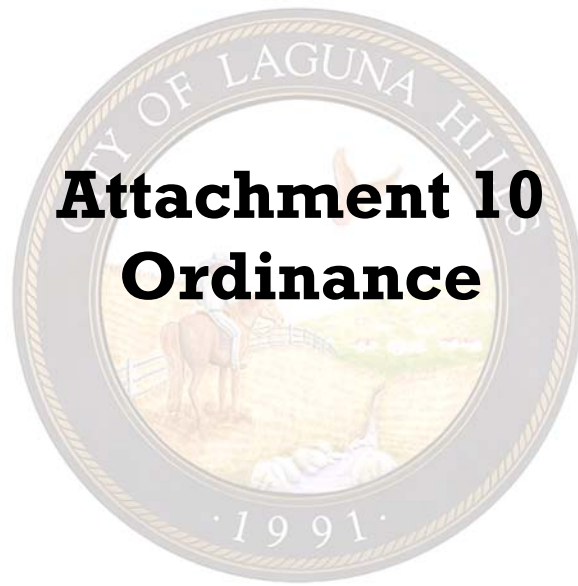
AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK



Attachment 10 Ordinance

ORDINANCE NO. 2018-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND ADOPTING ZONING TEXT AMENDMENTS (ZTA) TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE AMENDING TABLE 9-32.040 TO REMOVE THE 25 PERCENT OPEN SPACE REQUIREMENT IN THE C/PI ZONE FOR GOVERNMENT USES, REVISING CHAPTER 9-32 BY ADDING A NEW SECTION 9-32.050 TO PERMIT OUTDOOR STORAGE IN THE C/PI ZONE FOR GOVERNMENT USES, AND REVISING CHAPTER 9-32 BY ADDING A NEW SECTION 9-32.060 (FENCES, WALLS AND HEDGES) TO PERMIT FENCES UP TO EIGHT (8) FEET HIGH IN THE C/PI ZONE FOR GOVERNMENT USES

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

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, the Moulton Niguel Water District (MNWD) has filed an application with the City's Community Development Department to construct the Moulton Niguel Water District Operations Center and Site Consolidation Project on its property located at 26161 Gordon Road ("Project"); and

WHEREAS, in association with its development application, MNWD has requested that the City Council amend the City's Municipal Code to facilitate the development of its Operations Center project by removing the 25 percent open space requirement in the C/PI zone for governmental uses, permit outdoor storage for governmental uses, and permitting fences up to eight (8) feet high for governmental uses, so that it may more efficiently and effectively provide water and sewer services within its service area which includes the City of Laguna Hills; and

WHEREAS, MNWD served as lead agency for the environmental review, analysis, and approval of the Project pursuant to the requirements of the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) ("CEQA") and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000 et seq.); and

WHEREAS, pursuant to CEQA and the CEQA Guidelines, on July 13, 2018 MNWD adopted a Mitigated Negative Declaration ("MND") for the Project and approved the Project; and

WHEREAS, the City of Laguna Hills is a "responsible agency" for the Project pursuant to the requirements of CEQA and the State CEQA Guidelines; and

WHEREAS, the City Council of the City of Laguna Hills ("City Council") has independently reviewed and considered the MND and all other related documents in the record before it; and

WHEREAS, the Planning Agency and City Council have held a duly noticed joint public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a duly noticed public hearing held on November 13, 2018.

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

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

SECTION 2. The City Council has reviewed and considered the information contained in the MND, and all supporting documentation, copies of which are on file at the City of Laguna Hills, Community Development Department, and are incorporated by reference as though set forth fully herein. Based on this review, the City Council concurs with the lead agency's findings regarding the Project. The City Council finds that any comments received by MNWD regarding the Project have been examined and have been determined not to modify the conclusions of the MND. The City Council finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in significant environmental impacts. The MND and supporting documentation reflect the independent judgment and analysis of the City Council. The City Council approves and adopts the Mitigation Monitoring and Reporting Program ("MMRP") prepared for the Project and approved by MNWD, which is incorporated by reference as though fully set forth herein. A copy of the MMRP is attached to this Resolution as Attachment "A" The City Council directs staff to file a Notice of Determination with the Orange County Clerk/Recorder's Office within five (5) days of adoption of this Resolution pursuant to Sections 15094 and 15096(i) of the State CEQA Guidelines. The documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based are located at the City of Laguna Hills, Community Development Department. The custodian for these records is the City of Laguna Hills Director of Community Development, and is located at 24035 El Toro Road, Laguna Hills, California 92653.

SECTION 3. The following findings for approving Zoning Text Amendment No. 6-15-3234 are hereby made in accordance with Section 9-92.080(A) of the Laguna Hills Municipal Code:

- (1) That the zoning text amendment is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof.

The Public/Institutional land use designation, as defined by the General Plan, is established for public and institution activities, including local, State, and federal agencies, special districts, and public and private utilities. Appropriate

uses within the Public/Institutional land use designation include public and private schools, City facilities, and other public, quasi-public, and institutional uses. The goals and policies of the General Plan seek to ensure development is compatible and interdependent with neighborhoods by minimizing or avoiding impacts to surrounding neighborhoods and land uses through context-sensitive site design and architecture.

By eliminating the open space requirement and permitting outdoor storage of fleet vehicles and other equipment the Project can incorporate pull-through parking spaces in the site design to avoid noise associated with vehicle reverse notifications reducing acoustical impacts. Additionally, the on-site storage of materials allows MNWD to provide reliable and responsive water and wastewater treatment services necessary and allows for more timely responses to emergencies, which helps protect City infrastructure.

Further, the General Plan recognizes the critical nature of water resources relative to regional growth. Adding taller fencing around the sites perimeter would provide the appropriate physical hardening of the facility securing critical infrastructure and supporting a safe environment.

Open space is defined as any area of land set aside for public or private use or enjoyment or the use and enjoyment of owners, occupants, or their guests. The open space requirement is primarily intended for a government institution that also provides public interface such as a library or civic center. As a water and wastewater utility provider, the MNWD's operation facility predominantly operates and maintains essential infrastructure requiring space for fleet vehicles, emergency response equipment, and critical materials storage and is not primarily intended for public interface.

- (2) That the zoning text amendment is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses.

The proposed zoning text amendment (ZTA) deleting the open space requirement, permitting outdoor storage, and increasing fence height for governmental use within the C/PI zoning district allows MNWD to improve the functionality and efficiency of existing uses and further ensures the continuous ability to operate and provide essential services to the community. Noise impacts are minimized by permitting the outdoor storage of fleet vehicles, emergency response trailer, and traffic control equipment. The site design incorporates pull-through parking spaces and eliminates noise associated with vehicle reverse notifications that would typically occur within an enclosed structure. Community services are enhanced by improving upon the quality of public infrastructure and services for residents and business owners by permitting on-site storage of materials conceding to reliable and responsive water and wastewater treatment services and more timely responses to emergencies. Further, taller fencing around the sites perimeter would provide

the appropriate physical hardening of the facility securing critical infrastructure and a safe environment.

Finally, a minor site development permit is required for outdoor storage as an accessory use for Governmental use within the C/PI zoning district subject to the Community Development Director's review and approval, to demonstrate compliance with parking, landscaping, and other related code requirements ensuring compatibility with surrounding uses.

- (3) That the zoning text amendment is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species.

MNWD is a public utility facility that provides critical water and wastewater services to the City of Laguna Hills and the surrounding communities, which currently is serving at overcapacity and becoming increasingly inefficient, maintenance intensive, and noncompliant with current building code requirements. The zoning text amendment for Governmental uses within the C/PI zoning district would allow MNWD to construct the Project and ensure that it can provide effective and efficient water and wastewater services to the community by consolidating its administrative and operational functions. The Project site is currently developed and used by the MNWD for their Operations Center. Per the MND, all potentially significant impacts would be reduced to less than significant with the incorporation of mitigation measures. Thus, development of the Project would not result in any significant environmental effects, including any significant effects to environmentally sensitive land uses.

- (4) That the zoning text amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category.

The C/PI zoning was inherited from the County of Orange when the City of Laguna Hills was incorporated and encompasses approximately twelve (12) sites totaling 157 acres within the City. Of the twelve (12) sites, four are occupied as school sites, five (5) are Caltrans and railroad ROW, and the remaining three (3) are occupied by the MNWD and its supporting facilities. The only other occupied governmental use within the City of Laguna Hills is the City's Civic Center which is in the Urban Village Specific Plan and zoned Village Commercial (VC). The open space requirement is for public or private use or enjoyment or the use and enjoyment of owners, occupants, or their guests and is primarily intended for a government institution that also provides public interface such as a library or civic center. As a water and wastewater utility provider, the MNWD's operation facility predominantly operates and maintains essential infrastructure requiring space for fleet vehicles, emergency response equipment, and critical materials storage and is not primarily intended for public interface. Further, the need for timely responses to emergencies and security measures in accordance with the federal Department of Homeland Security is imperative to the operation. Therefore, the ZTA is necessary to correct the discrepancies between the various

government institutions and the need for public interface, emergency operations, and security measures.

- (5) That the zoning text amendment is necessary to protect the general health, safety, or general welfare of the community as a whole.

MNWD is a public utility facility that provides critical water and wastewater services to the City of Laguna Hills and the surrounding communities, which currently is serving at overcapacity and becoming increasingly inefficient, maintenance intensive, and noncompliant with current building code requirements. The combined MNWD infrastructure requires continuous monitoring, regular maintenance activities, and frequent emergency responses to ensure the people and businesses of its cities and communities have access to drinking water, fire protection, recycled water when needed, and on-going collection and treatment of wastewater for the benefit of public health and safety. The ZTA for Governmental use within the C/PI zoning district would facilitate the Moulton Niguel Water District Operations Center and Site Consolidation Project, and allow MNWD to consolidate and provide facility improvements that would serve as the new headquarters and represent an essential expansion providing more efficient functionality, required upgrades to its current operations to ensure continual effectual and efficient services to the community, and provide appropriate physical security of the facility securing critical infrastructure and a safe environment, which combined is necessary to continue to protect the general health, safety, or general welfare of the community as a whole.

SECTION 4. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9.32 (C/PI Community Institution District), Table 9-32.040 (Community/Private Institution Development Standards) is hereby amended by deleting the 25% minimum open space requirement for Governmental uses to read as follows:

Table 9-32.040

COMMUNITY/PRIVATE INSTITUTION DEVELOPMENT STANDARDS

Item	Governmental	Commercial	Institutional	Residential-HD
Minimum open space	N/A	25%	15%	N/A

SECTION 5. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9.32 (C/PI Community Institution District), is hereby amended by adding a new Section 9-32.050 (Outdoor Storage) to read as follows:

9-32.050 Outdoor Storage.

Outdoor storage for Governmental uses shall be permitted as an accessory use, subject to the following provisions:

- A. A minor site development permit is required for outdoor storage as an accessory use.
- B. A dimensioned site plan shall be submitted to the Community Development Director for review and approval, which demonstrates compliance with parking, landscaping, and other related code requirements.
- C. Outdoor storage of materials shall be enclosed by three walls and a roof open to the interior of the property. Outdoor storage of equipment shall be covered but may remain open on all four sides. Equipment shall include but not be limited to:

- Emergency Water Trailers
- Emergency Fuel Trailers
- Hose-to-Hose Trailers
- Backhoe(s) and Trailer(s)
- Portable Generators and Pumps
- Emergency Response Trailers
- Confined Space Entry Trailers
- Traffic Control Equipment
- Dump Trucks

Drying beds used to dry soil recovered from pipeline repairs are not required to be covered.

- D. Outdoor storage is prohibited in the front setback.
- E. Outdoor storage, and screening for outdoor storage, is prohibited in required parking stalls.
- F. Items stored or stacked shall not be higher than six feet.
- G. The Community Development Director shall have the authority to review and approve minor exceptions or alternatives consistent with the intent of this section.

SECTION 6. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-32 (C/PI Community / Private Institution District), is hereby by amended by adding a new Section 9-32.060 (Fences, walls and hedges) to read as follows:

9-32.060 Fences, walls and hedges.

For Governmental uses, fences, walls and hedges shall not exceed eight (8) feet in height. Such fencing may be chain link in areas outside of the main entrance to the property.

SECTION 7. This Ordinance shall take effect on _____, 2018, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 8. This Ordinance shall not take effect unless and until Resolution No. PA2018-11-13-X approving CUP/SDP/VAR No. 6-15-3242 takes effect.

SECTION 9. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 10. 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 11. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2018-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 13th
day of November 2018, and that thereafter, said Ordinance was duly adopted and
passed at a Regular Meeting of the City Council held on the ___ day of _____ 2018,
by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

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

AFFIDAVIT OF POSTING
 AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2018-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND ADOPTING ZONING TEXT AMENDMENTS (ZTA) TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE AMENDING TABLE 9-32.040 TO REMOVE THE 25 PERCENT OPEN SPACE REQUIREMENT IN THE C/PI ZONE FOR GOVERNMENT USES, REVISING CHAPTER 9-32 BY ADDING A NEW SECTION 9-32.050 TO PERMIT OUTDOOR STORAGE IN THE C/PI ZONE FOR GOVERNMENT USES, AND REVISING CHAPTER 9-32 BY ADDING A NEW SECTION 9-32.060 (FENCES, WALLS AND HEDGES) TO PERMIT FENCES UP TO EIGHT (8) FEET HIGH IN THE C/PI ZONE FOR GOVERNMENT USES

on the ____ day of _____ 2018, was published in summary in the Saddleback Valley News, and on the ____ day of _____ 2018, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the ____ day of _____ 2018, and the ____ day of _____ 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
 Laguna Hills Community Center
 La Paz Center

 MELISSA AU-YEUNG, CITY CLERK
 Laguna Hills, California

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person holding a torch, with a sun rising in the background. The words "CITY OF LAGUNA HILLS" are inscribed around the top inner edge of the seal, and "1991" is at the bottom.

Attachment A

Adopted Mitigation

Monitoring Program

(Adopted by the MNWD Board of Directors – July 13, 2018)

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures		Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
Section 4.1: Aesthetics				
AES-1:	Maintenance of Construction Barriers. Prior to issuance of grading permits, the City of Laguna Hills Director of Community Development, or designee, shall verify that construction plans include the following requirement: During construction, the Construction Contractor shall ensure, through appropriate postings and daily visual inspections, that no unauthorized materials are posted on any temporary construction barriers and that any such temporary barriers are maintained in a visually attractive manner. In the event that unauthorized materials or markings are discovered on any temporary construction barrier, the Construction Contractor shall remove such items within 48 hours.	Moulton Niguel Water District/ Construction Contractor	City of Laguna Hills Director of Community Development, or designee	Prior to the issuance of grading permits/during construction
AES-2:	Comprehensive Lighting Plan and Final Photometric Plan. Prior to issuance of a building permit, the Moulton Niguel Water District (MNWD) shall prepare a comprehensive lighting plan and a Final Photometric Plan. The lighting plan shall be prepared by a qualified illumination engineer and shall address all aspects of lighting, including infrastructure, on-site driveways, safety, signage, and promotional lighting, if any. In conjunction with the Comprehensive Lighting Plan, MNWD shall also prepare a Final Photometric Plan. The Final Photometric Plan shall be reviewed and approved by the City of Laguna Hills Director of Community Development, or designee, prior to issuance of a building permit. In accordance with Municipal Code 9-40.170, Lighting, of the City of Laguna Hills Municipal Code, the Final Photometric Plan shall show evidence that all lighting is shielded or recessed and directed downward and away from adjoining properties and that direct glare and reflections are contained within the property lines. In accordance with Municipal Code 9-44.060, Design Standards for Parking Facilities, of the City of Laguna Hills Municipal Code, lighting in the uncovered parking areas shall be designed such that they produce a minimum of 0.4 foot-candle on paved general use areas and an average of 1 foot-candle on paved high use areas. The foot-candle uniformity ratio shall meet the standard of an average/minimum of 4:1 in general use areas and 3:1 in high use areas.	Moulton Niguel Water District/ Construction Contractor	City of Laguna Hills Director of Community Development, or designee	Prior to the issuance of a building permit
Section 4.2: Agriculture and Forest Resources				
The proposed Project would not impact agricultural or forest resources, and no mitigation is required.				

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures		Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
Section 4.3: Air Quality	CM-AQ-1	Dust Control Measures. In compliance with South Coast Air Quality Management District (SCAQMD) Rules 402 and 403, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall include these standard construction measures for construction plans and shall require the construction contractor to implement the following measures:	Moulton Niguel Water District/ Construction Contractor	Prior to the commencement of construction activities/during Project construction
	CM-AQ-2	Dust Control - o Apply soil stabilizers to inactive areas. - o Prepare a high wind dust control plan and implement plan elements and terminate soil disturbance when winds exceed 25 miles per hour (mph). - o Stabilize previously disturbed areas if subsequent construction is delayed. - o Water exposed surfaces and haul roads three times per day. - o Cover all stockpiles with tarps. - o Replace groundcover in disturbed areas quickly. - o Reduce speeds on unpaved roads to less than 15 mph. Exhaust Emissions Measures. The Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall include these requirements in construction bid documents and construction plans and shall require the construction contractor to implement the following measures: Exhaust Emissions - o All off-road construction equipment-vehicles shall be equipped with a Tier 2 or higher engine with Level 1 diesel particulate control devices, as required by the California Air Resources Board's (ARB) Off-Road Diesel Regulation. Per Section 2449(d)(4) of the ARB regulation, all off-road diesel fleet equipment must be reported to ARB using the Diesel Off-road Online Reporting System (DOORS) and all equipment must be labeled with the Equipment Identification Number (EIN). These requirements shall be included in applicable bid documents and successful contractor(s) must demonstrate the	Moulton Niguel Water District/ Construction Contractor	Prior to the commencement of construction activities/during Project construction

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures	Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
ability to supply such equipment. A copy of DOORS reporting forms and EIN labels shall be available upon request at the time of mobilization of each applicable unit of equipment. - Require 90-day low-nitrogen oxides (NO_x) tune-ups for off-road equipment. - Give preference to contractors using equipment with oxidation catalysts, soot traps, or other modern control technology. - Use low emission mobile construction equipment. The property owner/developer shall comply with ARB requirements for heavy construction equipment. - Maintain construction equipment engines by keeping them tuned. - Avoid unnecessary idling by shutting off engines that are expected to idle for more than five minutes. - Utilize existing power sources (power poles) when available			
CM-AQ-3 Volatile Organic Compound (VOC) Control Measures. In compliance with South Coast Air Quality Management District (SCAQMD) Rule 1113, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall include these standard construction measures for construction plans and shall require the construction contractor to implement the following measures: VOC Control Measures - Minimize the amount of paint used by using pre-coated, pre-colored and naturally colored building materials. - Use high transfer efficiency painting methods such as HVLP (high volume low pressure) sprayers and brushes/rollers where possible. - Use SCAQMD-required low-VOC coatings where practical.	Moulton Niguel Water District/ Construction Contractor	Moulton Niguel Water District Assistant General Manager, or designee	Prior to the commencement of construction activities/during Project construction
Section 4.4: Biological Resources CM-BIO-1 Cooper's Hawk Nest Avoidance. In the event that construction activities occur between February 15 and August 15, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, (or its contractor) shall retain a qualified biologist (a professional biologist that is familiar with local birds and their nesting	Moulton Niguel Water District	Moulton Niguel Water District Assistant General Manager, or designee	In the event that construction activities occur between February 15 and August 15/prior to the

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures	Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
behaviors) to conduct a nesting bird survey no more than 3 days prior to commencement of construction activities. The nesting survey shall include the Project site and areas immediately adjacent to the site that could potentially be affected by Project-related construction activities such as noise, human activity, and dust. If active Cooper's hawk nesting is observed within 500 feet (ft) of the designated construction area prior to construction, the biologist shall establish suitable buffers around the active nests (e.g., as much as 500 ft [subject to the recommendations of the qualified biologist]), and the buffer areas shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests. Prior to commencement of grading activities and issuance of any building permits, the MNWD Assistant General Manager, or designee, shall verify that all Project grading and construction plans include specific requirements regarding the requirements of the Fish and Game Code Section 3503, that preconstruction surveys have been completed and the results reviewed by staff, and that the appropriate buffers (if needed) are noted on the plans and established in the field with orange snow fencing.			commencement of grading activities and the issuance of any building permits
BIO-1: Jurisdictional Resources/Riparian Habitat Preservation and Restoration. Prior to the issuance of any grading permits, the Moulton Niguel Water District (MNWD) shall coordinate with the San Diego Regional Water Quality Control Board (RWQCB) and the California Department of Fish and Wildlife (CDFW) regarding their potential jurisdiction over the on-site drainage. If the RWQCB and/or CDFW elect to assert jurisdiction over the on-site drainage, MNWD shall also obtain all applicable permits/agreements/certifications from the San Diego RWQCB and the CDFW that are required for direct or indirect impacts on areas within these agencies' jurisdictions. The Applicant shall be obligated to implement/comply with mitigation measures required by the resource agencies regarding impacts on their respective jurisdictions. If the CDFW asserts jurisdiction over the drainage channel, they may consider the Project's proposed concrete channel to be adequate mitigation for permanent (0.11 acre [ac]) and temporary (0.04 ac) impacts to the streambed and associated riparian habitat. Alternate mitigation may be the purchase of mitigation credits from an	Moulton Niguel Water District	Moulton Niguel Water District Assistant General Manager, or designee	Prior to the issuance of any grading permits

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures	Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
approved mitigation bank, mitigation through an in-lieu fee program, or mitigation of permanent and temporary impacts in the form of restoration. If restoration is required, construction of the Project's proposed concrete channel would most likely be acceptable mitigation for the 0.04 ac of temporary impacts. Mitigation (restoration) for permanent impacts would most likely occur at an off-site location on applicant-owned lands or another location agreeable to the CDFW. The likely ratios at which the CDFW may require permanent impacts to be mitigated may vary from 1:1 (no net loss) to as high as 3:1. In the event that the San Diego RWQCB asserts jurisdiction over the drainage channel, they may consider the Project's proposed concrete channel to be adequate mitigation for permanent (0.10 ac) and temporary (0.04 ac) impacts to Waters of the State. Alternate mitigation may be the purchase of mitigation credits from an approved mitigation bank, mitigation through an in-lieu fee program, or mitigation of permanent and temporary impacts in the form of creation of Waters of the State. If creation is required, construction of the Project's proposed concrete channel would most likely be acceptable mitigation for the 0.04 ac of temporary impacts. Mitigation (creation) for permanent impacts would most likely occur at an off-site location on applicant-owned lands or at another location agreeable to the RWQCB. The likely ratios at which the RWQCB may require permanent impacts to be mitigated may vary from 1:1 (no net loss) to as high as 3:1. In addition, the San Diego RWQCB may require that temporary and permanent impacts to stream length be mitigated at a 1:1 ratio (1,050 linear feet). The jurisdictions of the San Diego RWQCB and CDFW are not additive areas because the riparian habitat on the site may be within the jurisdiction of both of these agencies. Therefore, the permits and associated jurisdictional replacement requirements would identify which mitigation areas apply to the corresponding jurisdiction. If the CDFW and/or the San Diego RWQCB assert jurisdiction prior to, or as a condition of, issuance of the aforementioned permits, a detailed restoration program shall be prepared for approval by CDFW and/or the			

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures		Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
CM-BIO-2	San Diego RWQCB. The program shall include performance criteria designed to ensure that the habitat functions and values created as part of the restoration program exceed those that are impacted. Completion of the restoration program shall be determined by the resource agencies. Bird Nest Avoidance. In the event that construction activities occur between February 15 and August 15, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee (or its contractor), shall retain a qualified biologist (a professional biologist that is familiar with local birds and their nesting behaviors) to conduct a nesting bird survey no more than 3 days prior to commencement of construction activities. The nesting survey shall include the Project site and areas immediately adjacent to the site that could potentially be affected by Project-related construction activities such as noise, human activity, and dust. If active bird nesting is observed within 500 feet (ft) of the designated construction area prior to construction, the biologist shall establish suitable buffers around the active nests (e.g., as much as 500 ft for raptor species [subject to the recommendations of the qualified biologist]), and the buffer areas shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests. Prior to commencement of grading activities and issuance of any building permits, the MNWD Assistant General Manager, or designee, shall verify that all Project grading and construction plans include specific requirements regarding the requirements of the Migratory Bird Treaty Act (MBTA) and Fish and Game Code Section 3503, that preconstruction surveys have been completed and the results reviewed by staff, and that the appropriate buffers (if needed) are noted on the plans and established in the field with orange snow fencing.	Moulton Niguel Water District	Moulton Niguel Water District Assistant General Manager, or designee	In the event that construction activities occur between February 15 and August 15/prior to the commencement of grading activities and the issuance of any building permits
Section 4.5: Cultural Resources CR-1	Unknown Archaeological Resources. Prior to commencement of grading activities, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall verify that all Project grading and construction plans include requirements specifying that if archaeological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet (ft) of the find	Moulton Niguel Water District/ Construction Contractor	Moulton Niguel Water District Assistant General Manager, or designee	Prior to the commencement of grading activities

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures	Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
until a qualified archaeologist from the Orange County List of Qualified Archaeologists has evaluated the find in accordance with federal, State, and local guidelines to determine whether the find constitutes a "unique archaeological resource," as defined in Section 21083.2(g) of the California Public Resources Code (PRC). Personnel of the proposed Project shall not collect or move any archaeological materials and associated materials. Construction activity may continue unimpeded on other portions of the Project site. The found deposits shall be treated in accordance with federal, State, and local guidelines, including those set forth in PRC Section 21083.2. CR-2 Paleontological Resources Impact Mitigation Program. Prior to commencement of any grading activity on site, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall verify that a qualified paleontologist (a practicing paleontologist that is recognized in the paleontological community and is proficient in vertebrate paleontology), who is listed on the County of Orange list of certified paleontologists, has been retained to develop a Paleontological Resources Impact Mitigation Program (PRIMP) for this Project. The PRIMP shall include the methods that will be used to protect paleontological resources that may exist within the Project site, as well as procedures for monitoring, fossil preparation and identification, curation into a repository, and preparation of a report at the conclusion of grading. The PRIMP shall be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP) and include, but not be limited to, the following: - Excavation and grading activities in deposits with high paleontological sensitivity (Young Axial Channel Deposits beginning at a depth of 10 feet (ft) below the existing ground surface and the siltstone facies of the Capistrano Formation) shall be monitored by a paleontological monitor following a PRIMP. No monitoring is required for excavations in deposits with no or low paleontological sensitivity (Artificial Fill or the Young Axial Channel Deposits from the surface to a depth of 10 ft). - If paleontological resources are encountered during the course of	Moulton Niguel Water District/ Construction Contractor	Moulton Niguel Water District Assistant General Manager, or designee	Prior to the commencement of any grading activity on site/if paleontological resources are encountered during the course of ground disturbance/in the event that paleontological resources are encountered when a paleontological monitor is not present

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures	Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
ground disturbance, the paleontological monitor shall have the authority to temporarily redirect construction away from the area of the find in order to assess its significance. - Collected resources shall be prepared to the point of identification, identified to the lowest taxonomic level possible, cataloged, and curated into the permanent collections of a scientific institution. - At the conclusion of the monitoring program, a report of findings shall be prepared to document the results of the monitoring program. - In the event that paleontological resources are encountered when a paleontological monitor is not present, work in the immediate area of the find shall be redirected and a paleontologist shall be contacted to assess the find for significance. If determined to be significant, the fossil shall be collected from the field.			
CR-3 Discovery of Human Remains. Consistent with the requirements of California Code of Regulations (CCR) Section 15064.5(e), if human remains are encountered, work within 25 feet (ft) of the discovery shall be redirected and the County Coroner notified immediately. State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. If the remains are determined to be Native American, the County Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the Moulton Niguel Water District (MNWD), the MLD may inspect the site of the discovery. The MLD shall complete the inspection and <u>make</u> recommendations or preferences for treatment within 48 hours of being granted access to the <u>site</u> notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Consistent with CCR Section 15064.5(d), if the remains are determined to be Native American and an MLD is notified, MNWD shall consult with the MLD as identified by the NAHC to develop an agreement for	Moulton Niguel Water District, or designee, or construction contractor	Moulton Niguel Water District Assistant General Manager, or designee	If human remains are encountered

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures		Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
treatment and disposition of the remains.				
Section 4.6: Geology and Soils				
GEO-1	Geotechnical Requirements and Seismic Design Standards. The City of Laguna Hill's Community Development Director, or designee, shall ensure that all design, grading, and construction operations and construction are conducted in accordance with the requirements of the City's Building Code, the California Building Code (CBC) applicable at the time of grading, and governing building codes and in conformance with the recommendations included in the geotechnical reports on the proposed Project site titled <i>Geotechnical Investigation, Proposed Improvements at the Moulton Niguel Water District Operations Center, 26161 Gordon Road, Laguna Hills, California and Revised Supplemental Geotechnical Investigation, Proposed Improvements at the Moulton Niguel Water District Operations Center, 26161 Gordon Road, Laguna Hills, California</i> (Petra Geosciences, 2016a and 2017). Unless superseded by other regulatory provisions or standards, seismic design criteria shall be developed on the basis of the requirements of the City of Laguna Hills Building Code. Final site grading, specifications, and foundation plans shall be reviewed by the Project geotechnical consultant prior to commencement of grading activities to verify conformance with the recommendations of these reports. In addition, the Project geotechnical consultant shall be present during site grading and foundation construction to observe and document proper implementation of the geotechnical recommendations. The final recommendations of the Project geotechnical consultant shall be summarized in a report subject to review by the City of Laguna Hills Community Development Director, or designee, prior to the start of grading activities.	Moulton Niguel Water District/ Construction Contractor	City of Laguna Hill's Community Development Director, or designee	During grading and construction activities
Section 4.7: Greenhouse Gas Emissions				
The proposed Project would result in less than significant impacts with respect to greenhouse gas emissions, and no mitigation is required.				
Section 4.8: Hazards and Hazardous Materials				
HAZ-1	Predemolition Surveys and Abatement of ACMs, LBPs, and PCBs. Prior to commencement of demolition activities, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall verify that predemolition surveys for asbestos-containing materials	Moulton Niguel Water District	Orange County Fire Authority	Prior to commencement of demolition activities

Table 5.A: Mitigation and Monitoring Reporting Program

	Mitigation Measures	Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
	(ACMs), lead-based paints (LBPs), and polychlorinated biphenyls (PCBs) (including sampling and analysis of all suspected building materials) have been performed. All inspections, surveys, and analyses shall be performed by appropriately licensed and qualified individuals in accordance with applicable regulations (i.e., American Society for Testing and Materials (ASTM) E 1527-05, and 40 Code of Federal Regulations (CFR), Subchapter R, Toxic Substances Control Act [TSCA], Part 716, and SCAQMD Rule 1403). Wherever evidence of ACMs, LBPs, and PCBs are present in areas proposed for demolition, all such materials shall be removed, handled, and properly disposed of by appropriately licensed contractors according to all applicable regulations during demolition of structures (40 CFR, Subchapter R, TSCA, Parts 745, 761, and 763, and SCAQMD Rule 1403). During demolition, air monitoring shall be completed by appropriately licensed and qualified individuals in accordance with applicable regulations both to ensure adherence to applicable regulations (e.g., South Coast Air Quality Management District [SCAQMD]) and to provide safety to workers and the adjacent community. MNWD shall provide documentation (e.g., all required waste manifests, sampling, and air monitoring analytical results) to the Orange County Fire Authority (OCFA) showing that abatement of any ACMs, LBPs, and PCBs identified in these structures has been completed in full compliance with all applicable regulations and approved by the appropriate regulatory agencies (40 CFR, Subchapter R, TSCA, Parts 716, 745, 761, 763, and 795, and California Code of Regulations [CCR] Title 8, Article 2.6, and SCAQMD Rule 1403). An Operating & Maintenance Plan (O&M Plan) shall be prepared for any ACM-, LBP-, or PCB-containing fixtures to remain in place and shall be reviewed and approved by OCFA.			
HAZ-2	Soil Management Plan and Health and Safety Plan. Prior to issuance of any grading permit, the Moulton Niguel Water District (MNWD) shall prepare and approve a Soil Management Plan and a Health and Safety Plan for review and approval. The primary goal of a Soil Management Plan is to minimize risks to owners, developers, and	Moulton Niguel Water District/ Construction Contractor	Moulton Niguel Water District Assistant General Manager, or designee	Prior to the issuance of any grading permit

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures	Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
human health and the environment by providing a pre-approved plan for disturbing known or suspected contaminated areas at a site. The Health and Safety Plan is a written document that describes the process for identifying the physical and health hazards that could harm workers, procedures to prevent accidents, and steps to take when accidents occur. The Soil Management Plan and Health and Safety Plan shall be consistent with local, State, and federal regulations including but not limited to the requirements of California Occupational Safety and Health Act (Cal/OSHA) and shall encompass all subsurface soil disturbance activities. The construction contractor shall comply with all requirements detailed in the Soil Management Plan and Health and Safety Plan during construction. At a minimum, the Soil Management Plan and/or Health and Safety Plan shall include the following components: • A summary of all potential risks to construction workers, monitoring programs, maximum limits for all site chemicals, and emergency procedures. • Procedures for handling excavated soil and/or waste, sampling requirements, management and disposal of contaminated material, and documentation of the disturbance activity. • During all subsurface excavation activities, field technicians shall continuously monitor the soil as it is being excavated with appropriate field instruments. • During all subsurface excavation activities, chemicals of concern associated with petroleum hydrocarbon contaminants shall be continuously monitored and compared to appropriate levels of concern (e.g., Permissible Exposure Levels [PELs], Threshold Limit Values [TLVs], or concentrations Immediately Dangerous to Life and Health [IDLH] in the breathing zone). • Identification of a Site Health and Safety Officer. • Methods of contact, phone number, office location, and responsibilities of the Site Health and Safety Officer. • Emergency Response Plan.			

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures		Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
HAZ-3	Specification that the Site Health and Safety Officer shall be contacted immediately by the construction contractor if evidence of contaminants is present.			
	Discovery of Potentially Hazardous Materials. During construction activities, the Construction Contractor shall immediately notify the Director of the Orange County Environmental Health Care Agency (OCHCA) Environmental Health Division, or designee, and the Orange County Fire Authority (OCFA) if any contaminated soil, groundwater, toxic materials, subsurface tanks/piping, or potentially hazardous materials are encountered. The OCHCA shall determine the appropriate procedures for handling and disposal of the materials in accordance with local, State, and federal regulations. In the event that contaminated materials are encountered during grading activities, all work within that immediate area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up remedial and clean-up measures are implemented so as to render that area suitable for work to resume.	Moulton Niguel Water District/ Construction Contractor	Moulton Niguel Water District Assistant General Manager, or designee	During construction
Section 4.9: Hydrology and Water Quality				
CM-WQ-1	Construction General Permit. Prior to issuance of a grading permit, the Moulton Niguel Water District (MNWD) shall obtain coverage under the State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0015-DWQ, as amended by Order No. 2010-0014-DWQ and 2012-0006-DWQ, NPDES No. CAS000002) (Construction General Permit). Construction activities shall not commence until the Waste Discharge Identification Number (WDID) is issued to MNWD by the State Water Resources Control Board. A construction Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented for the Project in compliance with the requirements of the Construction General Permit. The construction SWPPP shall identify construction Best Management Practices (BMPs) to be implemented to ensure that the potential for soil erosion and sedimentation is minimized and to control the discharge of pollutants in storm water runoff as a result of construction activities.	Moulton Niguel Water District	Moulton Niguel Water District Assistant General Manager, or designee	Prior to the issuance of a grading permit

Table 5.A: Mitigation and Monitoring Reporting Program

	Mitigation Measures	Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
CM-WQ-2	Groundwater Discharge Permit. During groundwater dewatering activities, the Construction Contractor shall comply with the requirements of the <i>General Waste Discharge Requirements for Discharges from Groundwater Extraction Discharges to Surface Waters within the San Diego Region</i> (Order No. R9-2008-0002, Permit No. CAG919003) (Groundwater Discharge Permit), or subsequent permit. The Construction Contractor shall comply with all applicable provisions in the permit, including water sampling, analysis, and reporting of dewatering-related discharges. Moulton Niguel Water District (MNWD) shall submit a Notice of Intent for coverage under the permit to the San Diego Regional Water Quality Control Board (RWQCB) at least 60 days prior to the start of dewatering. Groundwater discharge shall not commence until a Notice of Enrollment is received from the San Diego RWQCB. Upon completion of groundwater dewatering activities, MNWD shall submit a Notice of Termination to the San Diego RWQCB.	Moulton Niguel Water District/ Construction Contractor	Moulton Niguel Water District Assistant General Manager, or designee	During groundwater dewatering activities
CM-WQ-3	Final Water Quality Management Plan. Prior to the issuance of any grading or building permits, Moulton Niguel Water District (MNWD) shall prepare a Final Water Quality Management Plan (WQMP). The Final WQMP shall be prepared consistent with the South Orange County Municipal Separate Storm Sewer System (MS4) Permit and the South Orange County Water Quality Management Plan Template. The Final WQMP shall specify Best Management Practices (BMPs) to be incorporated into the design of the Project. The Project Applicant shall provide the Final WQMP to the City of Laguna Hills for review and approval.	Moulton Niguel Water District	Moulton Niguel Water District Assistant General Manager, or designee	Prior to the issuance of any grading or building permits

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures		Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
CM-WQ-4	Industrial General Permit. Prior to the completion of construction, Moulton Niguel Water District (MNWD) shall revise the existing operational Storm Water Pollution Prevention Plan (SWPPP) for the Project site in compliance with the requirement of the <i>General Permit for Storm Water Discharges Associated with Industrial Activities</i> (Order No. 2014-0057-DWQ, NPDES No. CAS000001). MNWD shall comply with all applicable provisions in the permit, including implementation of the operational SWPPP, implementation of Best Management Practices (BMPs), water sampling, analysis, and reporting of storm water discharges.	Moulton Niguel Water District	Moulton Niguel Water District Assistant General Manager, or designee	Prior to the issuance of any grading or building permits
Section 4.10: Land Use/Planning				
The proposed Project would result in less than significant impacts with respect to land use and planning, and no mitigation is required.				
Section 4.11: Mineral Resources				
The proposed Project would result not result in impacts with respect to mineral resources, and no mitigation is required.				
Section 4.12: Noise				
CM-NOI-1	Construction Hours. Construction activities occurring as part of the Project shall be subject to the limitations and requirements of the City of Laguna Hills Municipal Code, which states that construction activities shall occur only between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and from 8:00 a.m. to 8:00 p.m. on Saturdays. Construction is not permitted on Sundays or any federal holidays.	Moulton Niguel Water District/ Construction Contractor	City of Laguna Hills	During Project construction

Table 5.A: Mitigation and Monitoring Reporting Program

	Mitigation Measures	Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
NOI-1	Construction Noise and Vibration: Prior to issuance of building permits, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, (or its contractor), shall verify that grading and construction plans include the following requirements: • During construction activities, a temporary 12-foot-high noise barrier shall be placed around the perimeter of the Project site as specified in Figure 4.12.4 to reduce potential construction noise impacts. The temporary construction barrier shall be a 0.5-inch thick plywood fence or another material that has a minimum Sound Transmission Class rating of 28. • Prior to issuance of grading permits, MNWD shall incorporate the following measures as requirements on the grading plan cover sheet to ensure that the greatest distance between noise sources and sensitive receptors during construction activities has been achieved: - o Construction equipment, fixed or mobile, shall be equipped with properly operating and maintained noise mufflers consistent with manufacturer's standards. - o Construction staging areas shall be located away from off-site sensitive uses during the later phases of project development. - o The Project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project site whenever feasible.	Moulton Niguel Water District/ Contractor	Moulton Niguel Water District Assistant General Manager, or designee	Prior to the issuance of building permits/during construction activities/prior to the issuance of grading permits
NOI-2	Deliveries. The Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall ensure that deliveries of materials, fuel, and equipment occur during normal business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.), with the exception of emergency situations, whereby deliveries could occur outside of typical business hours.	Moulton Niguel Water District	Moulton Niguel Water District Assistant General Manager, or designee	During Project operation
NOI-3	Outdoor Speakers and Devices. During Project operation, Moulton Niguel Water District (MNWD) shall be prohibited from using outdoor speakers, bells, or other devices that could draw attention to the Project site or generate noise beyond the boundaries of the site. The use of outdoor communication facilities shall only be permitted during emergency situations.	Moulton Niguel Water District	Moulton Niguel Water District Assistant General Manager, or designee	During Project operation

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures		Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
NOI-4	Service and Repair Activities. During Project operation, Moulton Niguel Water District (MNWD) shall be prohibited from service and repair operations on service vehicles outside of typical business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.) and must perform such activities within an enclosed structure on the site. Service and repair activities shall only be permitted outside of typical business hours during an emergency situation.	Moulton Niguel Water District	Moulton Niguel Water District Assistant General Manager, or designee	During Project operation
Section 4.13: Population and Housing				
The proposed Project would result in less than significant impacts with respect to population and housing, and no mitigation is required.				
Section 4.14: Public Services				
The proposed Project would result less than significant impacts with respect to public services, and no mitigation is required.				
Section 4.15: Recreation				
The proposed Project would result less than significant impacts with respect to recreation, and no mitigation is required.				
Section 4.16: Transportation and Traffic				
TRA-1:	Construction Traffic Control Plan. Prior to the issuance of grading permits, the Moulton Niguel Water District (MNWD) shall prepare a Construction Traffic Control Plan for approval by the City of Laguna Hills City Engineer, or designee, and shall implement the Plan during Project construction with the goal of maintaining acceptable intersection levels of service (LOS) during peak traffic hours. The Construction Traffic Control Plan would be consistent with the City of Laguna Hills Public Services and Engineering Department's <i>Traffic Control Plan General Notes</i> (2009). The Traffic Control Plan shall include, but not be limited to, the following: - Provisions for temporary traffic control during all construction activities adjacent to public right-of-way to improve traffic flow on public roadways and ensure the safe access into and out of the site (e.g., warning signs, lights and devices, and flag person). - Planning routine street closures outside of peak traffic hours (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday). - Rerouting construction trucks to reduce travel on congested streets. - Prohibiting construction-related vehicles from parking on public	Moulton Niguel Water District	City of Laguna Hills City Engineer, or designee	Prior to the issuance of grading permits

Table 5.A: Mitigation and Monitoring Reporting Program

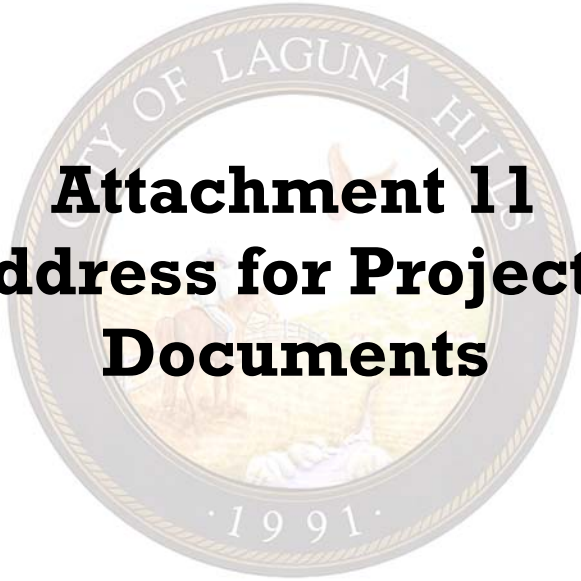
Mitigation Measures	Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
- streets. - Providing safety precautions for pedestrians and bicyclists through such measures as alternate routing and protection barriers. - Scheduling construction-related deliveries, other than concrete and earthwork-related deliveries, so as to reduce travel during peak travel periods. - Obtaining the required permits for truck haul routes from the City of Laguna Hills. - All emergency access to the Project site and adjacent areas shall be kept clear and unobstructed during all phases of demolition and construction. - The Orange County Sheriff's Department and the Orange County Fire Authority (OCFA) shall be notified a minimum of 1 week (7 days) in advance of any lane closures or roadway work so that emergency vehicles can be rerouted during construction if deemed necessary in the expert opinion of the Orange County Sheriff's Department and/or OCFA. - The Orange County Transportation Authority (OCTA) shall be notified regarding any affected locations a minimum of 10 working days prior to construction so that transit service can be rerouted if deemed necessary in the expert opinion of the OCTA. - Flag persons shall be trained to assist in emergency response by restricting or controlling the movement of traffic that could interfere with emergency vehicle access.			
TRA-2 Gordon Road/Moulton Parkway Intersection Signalization. Prior to commencement of construction activities issuance of a certificate of occupancy for the Operations Center Building, the Moulton Niguel Water District (MNWD) shall install a traffic signal at the unsignalized intersection of Gordon Road/Moulton Parkway. Installation of the traffic signal shall include the traffic signal equipment and timing and coordination with adjacent intersections. Signal installation shall meet the City of Laguna Hills standards and be implemented to the satisfaction of the City of Laguna Hills Traffic Engineer, or designee.	Moulton Niguel Water District	City of Laguna Hills Traffic Engineer, or designee	Prior to the commencement of construction activities

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures		Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
Section 4.17: Tribal Cultural Resources TCR-1	Unknown Tribal Cultural Resources. Prior to commencement of grading activities, the Moulton Niguel Water District (MNWD) Assistant General Manager, or designee, shall verify that all Project grading and construction plans include requirements specifying that if tribal cultural resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified archaeologist from the Orange County List of Qualified Archaeologists has evaluated the find in accordance with federal, State, and local guidelines to determine whether the find constitutes a "unique archaeological resource" as defined in Section 21083.2(g) of the California Public Resources Code (PRC). If the find is determined to be a unique archaeological resource, the found deposits shall be treated in accordance with federal, State, and local guidelines including but not limited to those set forth in PRC Section 21083.2. In addition, the find shall be assessed by a representative from the Gabrieleno/Tongva San Gabriel Band of Mission Indians to determine whether the find constitutes a "tribal cultural resource" as defined in PRC Section 21074. If the find is determined to be a tribal cultural resource, the Gabrieleno/Tongva San Gabriel Band of Mission Indians shall coordinate the treatment and curation of these resources with MNWD. Personnel of the proposed Project shall not collect or move any archaeological or tribal cultural resources and associated materials. Construction activity may continue unimpeded on other portions of the Project site during assessment and treatment.			

Table 5.A: Mitigation and Monitoring Reporting Program

Mitigation Measures		Responsible Party	Party or Agency Responsible for Verification and/or Enforcement	Timing for Compliance Measure or Mitigation Measure
Section 4.18: Utilities and Service Systems				
CM-UTL-1	Landscape Water Efficiency Ordinance. Prior to the issuance of a grading permit, the Moulton Niguel Water District (MNWD) shall submit a Final Landscaping Plan to the City of Laguna Hill's Community Development Director, or designee. The Final Landscaping Plan shall be consistent with all applicable provisions outlined in the City's Landscape Water Efficiency Ordinance.	Moulton Niguel Water District	City of Laguna Hill's Community Development Director, or designee	Prior to the issuance of a grading permit
ARB = California Air Resources Board BMP = best management practice Cal/OSHA = California Occupational Safety and Health Act CCR = California Code of Regulations CDFW = California Department of Fish and Wildlife City = City of Laguna Hills DAMP = Drainage Area Management Plan District = Moulton Niguel Water District DOORS = Diesel Off-road Online Reporting System EIN = Equipment Identification Number ft = feet/foot HVLP = High Volume Low Pressure IDLH = Immediately Dangerous to Life and Health MBTA = Migratory Bird Treaty Act MLD = Most Likely Descendant MNWD = Moulton Niguel Water District mph = mile(s) per hour MS4 = Municipal Separate Storm Sewer System NAHC = Native American Heritage Commission NO_x = nitrogen oxides NPDES = National Pollutant Discharge Elimination System PEL = Permissible Exposure Levels PRC = Public Resources Code PRIMP = Paleontological Resources Impact Mitigation Program RWQCB = Regional Water Quality Control Board SCAQMD = South Coast Air Quality Management District STC = Sound Transmission Class SVP = Society of Vertebrate Paleontology SWPPP = Storm Water Pollution Prevention Plan TLV = Threshold Limit Values VOC = volatile organic compound WDID = Waste Discharge Identification Number WQMP = Water Quality Management Plan				

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a white robe, possibly a saint or a historical figure, holding a staff. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top, and "1991" is at the bottom.

Attachment 11

Web Address for Project CEQA Documents

Link to MNWD CEQA Documents:

<http://lagunahillsca.gov/mnwdceqa>





MOULTON NIGUEL WATER DISTRICT

26161 GORDON ROAD, LAGUNA HILLS, CA

WARE MALCOMB

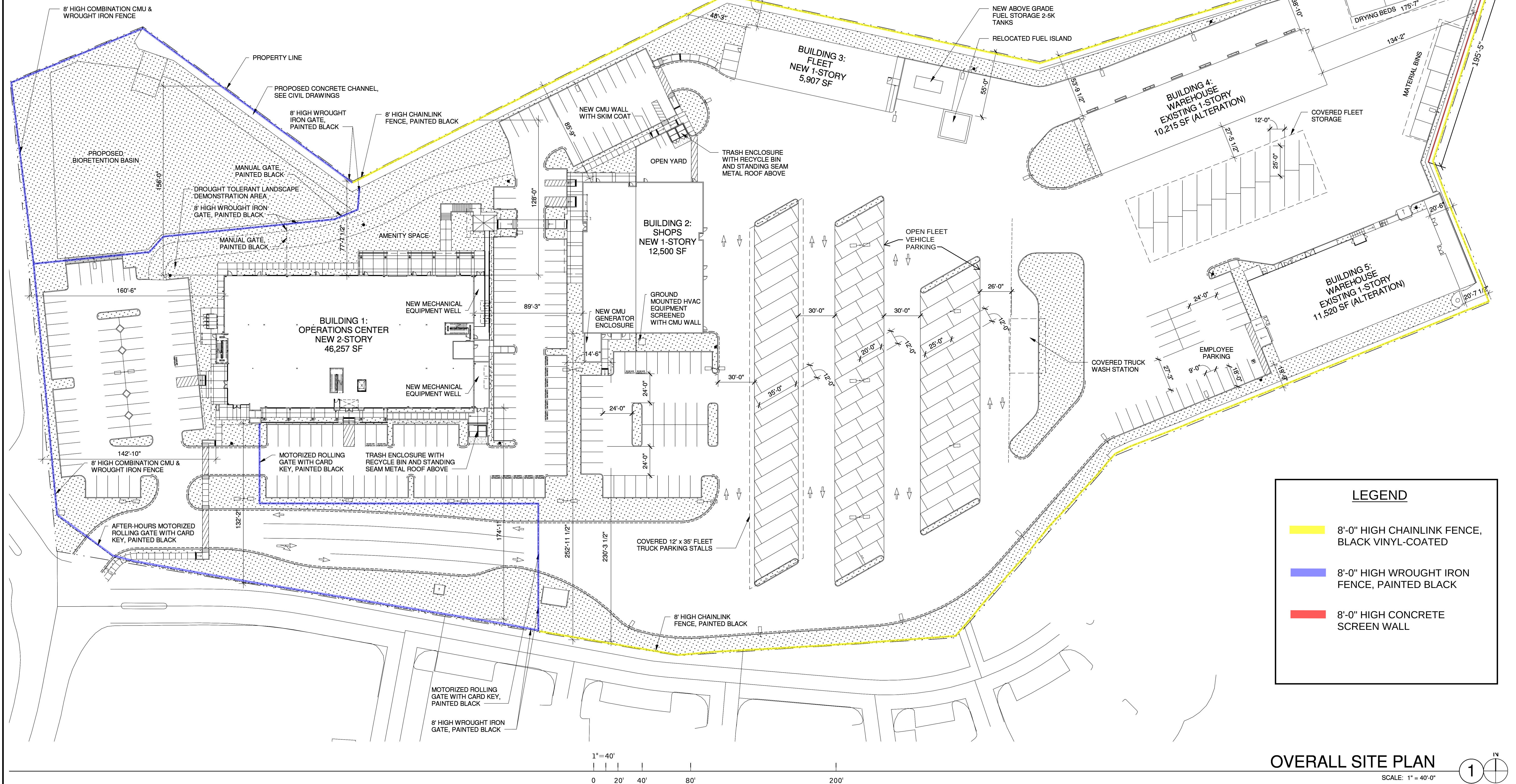
architecture | planning | interiors | branding | civil

	SHEET INDEX
A1.0	SITE PLAN
A1.1	SITE / ROOF PLAN AERIAL OVERLAY
A1.2	BUILDING A SITE PLAN
A2.0	BLDG 1 1ST FLOOR PLAN
A2.1	BLDG 1 2ND FLOOR PLAN
A2.2	BLDG 2 FLOOR PLAN
A2.3	BLDG 3 FLOOR PLAN
A2.4	BLDG 4 FLOOR PLANA
A2.5	BLDG 5 FLOOR PLAN
A3.0	BLDG 1 ELEVATIONS
A3.1	BLDG 1 ELEVATIONS
A3.2	BLDG 2 ELEVATIONS
A3.3	BLDG 2 ELEVATIONS
A3.4	BLDG 3 ELEVATIONS
A3.5	BLDG 4 ELEVATIONS
A3.6	BLDG 5 ELEVATIONS
A4.0	SITE SECTIONS
L1.1	PRELIMINARY LANDSCAPE PLAN
L1.2	PLANT PALETTE CONCEPT PHOTOS
C1.0	TITLE SHEET
C1.1	NOTES TO CONTRACTOR
C2.0	DEMOLITION PLAN
C2.1	DEMOLITION PLAN
C3.0	HORIZONTAL CONTROL PLAN
C3.1	HORIZONTAL CONTROL PLAN
C3.2	HORIZONTAL CONTROL PLAN
C3.3	HORIZONTAL CONTROL PLAN
C3.4	HORIZONTAL CONTROL PLAN

C3.5	HORIZONTAL CONTROL PLAN
C3.6	HORIZONTAL CONTROL PLAN
C4.0	GRADING PLAN
C4.1	GRADING PLAN
C4.2	GRADING PLAN
C4.3	GRADING PLAN
C4.4	GRADING PLAN
C4.5	GRADING PLAN
C5.0	CONCRETE CHANNEL PLAN AND PROFILE
C5.1	CONCRETE CHANNEL PLAN AND PROFILE
C5.2	CONCRETE CHANNEL PLAN AND PROFILE
C5.3	CONCRETE CHANNEL PLAN AND PROFILE
C5.4	CONCRETE CHANNEL PLAN AND PROFILE
C5.5	CONCRETE CHANNEL PLAN AND PROFILE
C6.0	UTILITIES PLAN
C6.1	UTILITIES PLAN
C6.2	UTILITIES PLAN
C6.3	UTILITIES PLAN
C6.4	UTILITIES PLAN
C6.5	UTILITIES PLAN
C6.6	UTILITIES PLAN
C6.7	UTILITIES PLAN
C6.8	UTILITIES PLAN
C6.9	UTILITIES PLAN

C7.0	EROSION CONTROL
C7.1	EROSION CONTROL
C7.2	EROSION CONTROL
C7.3	EROSION CONTROL
C7.4	EROSION CONTROL
C7.5	EROSION CONTROL
C7.6	EROSION CONTROL
C7.7	EROSION CONTROL
LDE-01	PHOTOMETRIC SITE PLAN

IRV14-0198-01
PLANNING SUBMITAL
01.19.2018



SITE DATA

LOT _____	493,713 S.F. (±11.33 A.C.)
BUILDING 1 AREA _____	46,257 S.F.
BUILDING 2 AREA _____	12,500 S.F.
BUILDING 3 AREA _____	5,907 S.F.
BUILDING 4 AREA _____	10,215 S.F.
BUILDING 5 AREA _____	11,520 S.F.
TOTAL BUILDING AREA _____	86,399 S.F.
TOTAL BUILDING COVERAGE _____	17.5%
LANDSCAPE AREA _____	100,030 S.F.
BASIN BOTTOM AND SLOPES _____	24,564 S.F.
TOTAL LANDSCAPE AREA _____	124,594 S.F.
LANDSCAPE COVERAGE _____	25.2%
ACCESSOR'S PARCEL NO.: _____	625-311-01

PARKING COUNT (REQUIRED)

BUILDING 1
OFFICE _____ 46,257 SF _____ 1 STALL/300 S.F. _____ 154 STALLS REQ.

BUILDING 2 (UNDER SEPARATE PERMIT)
MANUFACTURE _____ 12,161.42 S.F. _____ 1 STALL/400 S.F. _____ 30 STALLS REQ.
OFFICE _____ 338.58 S.F. _____ 1 STALL/250 S.F. _____ 1 STALL REQ.

BUILDING 3 (UNDER SEPARATE PERMIT)
AUTO SERVICE/REPAIR _____ 5,907 S.F. _____ 2 STALLS, PLUS 3 STALLS/BAY _____ 11 STALLS REQ.

BUILDING 4 (UNDER SEPARATE PERMIT)
WAREHOUSE (EXISTING) _____ 10,215 S.F. _____ 1 STALL/1500 S.F. _____ 7 STALLS REQ.

BUILDING 5 (UNDER SEPARATE PERMIT)
WAREHOUSE (EXISTING) _____ 11,520 S.F. _____ 1 STALL/1500 S.F. _____ 8 STALLS REQ.
OFFICE _____ 170.58 S.F. _____ 1 STALL/250 S.F. _____ 1 STALL REQ.

TOTAL STALLS REQUIRED _____ 212 STALLS TOTAL

PARKING COUNT (PROVIDED)

BUILDING 1
OFFICE _____ 155 STALLS

BUILDING 2 (UNDER SEPARATE PERMIT)
MANUFACTURE _____ 32 STALLS
OFFICE _____ 3 STALLS

BUILDING 3 (UNDER SEPARATE PERMIT)
AUTO SERVICE/REPAIR _____ 15 STALLS

BUILDING 4 (UNDER SEPARATE PERMIT)
WAREHOUSE (EXISTING) _____ 11 STALLS

BUILDING 5 (UNDER SEPARATE PERMIT)
WAREHOUSE (EXISTING) _____ 11 STALLS
OFFICE _____ 2 STALLS

TOTAL PASSENGER STALLS PROVIDED _____ 229 STALLS

12'x35' FLEET VEHICLE PARKING	21 STALLS
12'x20' FLEET VEHICLE PARKING	42 STALLS
12'x25' FLEET VEHICLE PARKING	50 STALLS
TOTAL FLEET STALLS PROVIDED	113 STALLS

TOTAL STALLS PROVIDED 342 STALLS
ACCESSIBLE STALLS (REQUIRED, TABLE 11B-208.2) (IF BETWEEN 301-400) **8 STALLS**
ACCESSIBLE STALLS (PROVIDED) **8 STALLS**
8'x10' MOTORCYCLE PARKING **4 STALLS**

BICYCLE PARKING, SECTION 5.106.4.1 -
 SHORT-TERM BICYCLE PARKING (REQUIRED, 5.106.4.1.1)____(5% OF VISITOR STALLS)____ 8 SPACES
 SHORT-TERM BICYCLE PARKING (PROVIDED)_____ 9 SPACES

LONG-TERM BICYCLE PARKING (REQUIRED, 5.106.4.1.2)____(5% OF VISITOR STALLS)____ 8 SPACES
LONG-TERM BICYCLE PARKING (PROVIDED)_____ 8 SPACES

CLEAN AIR VEHICLE PARKING FOR FUTURE, TABLE 5.106.5.2 -
 FUTURE CLEAN AIR VEHICLE PARKING (REQUIRED) _____ (IF BETWEEN 151-200, VISITOR STALLS) _____ 16 SPACES
 FUTURE CLEAN AIR VEHICLE PARKING (PROVIDED) _____ 16 SPACES

LEGEND

-  8'-0" HIGH CHAINLINK FENCE, BLACK VINYL-COATED
-  8'-0" HIGH WROUGHT IRON FENCE, PAINTED BLACK
-  8'-0" HIGH CONCRETE SCREEN WALL

OVERALL SITE PLAN

SCALE: 1" = 40'-0"

[illegible]

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SHEET

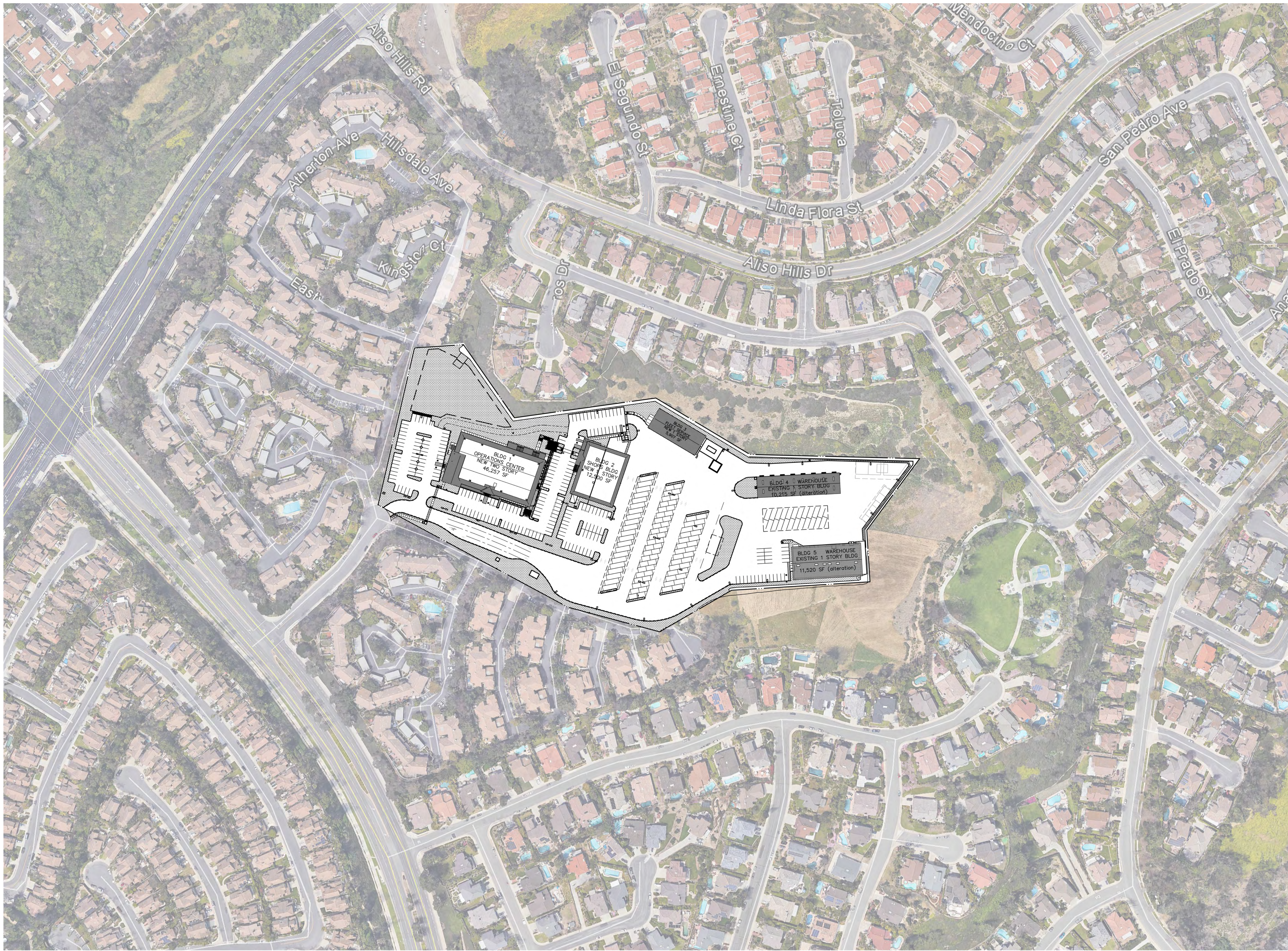
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Attachment: Plans (1725 - MNWD Operations Center and Site Consolidation Project)

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MOULTON NIGUEL WATER DISTRICT
SITE I ROOF PLAN AERIAL OVERLAY

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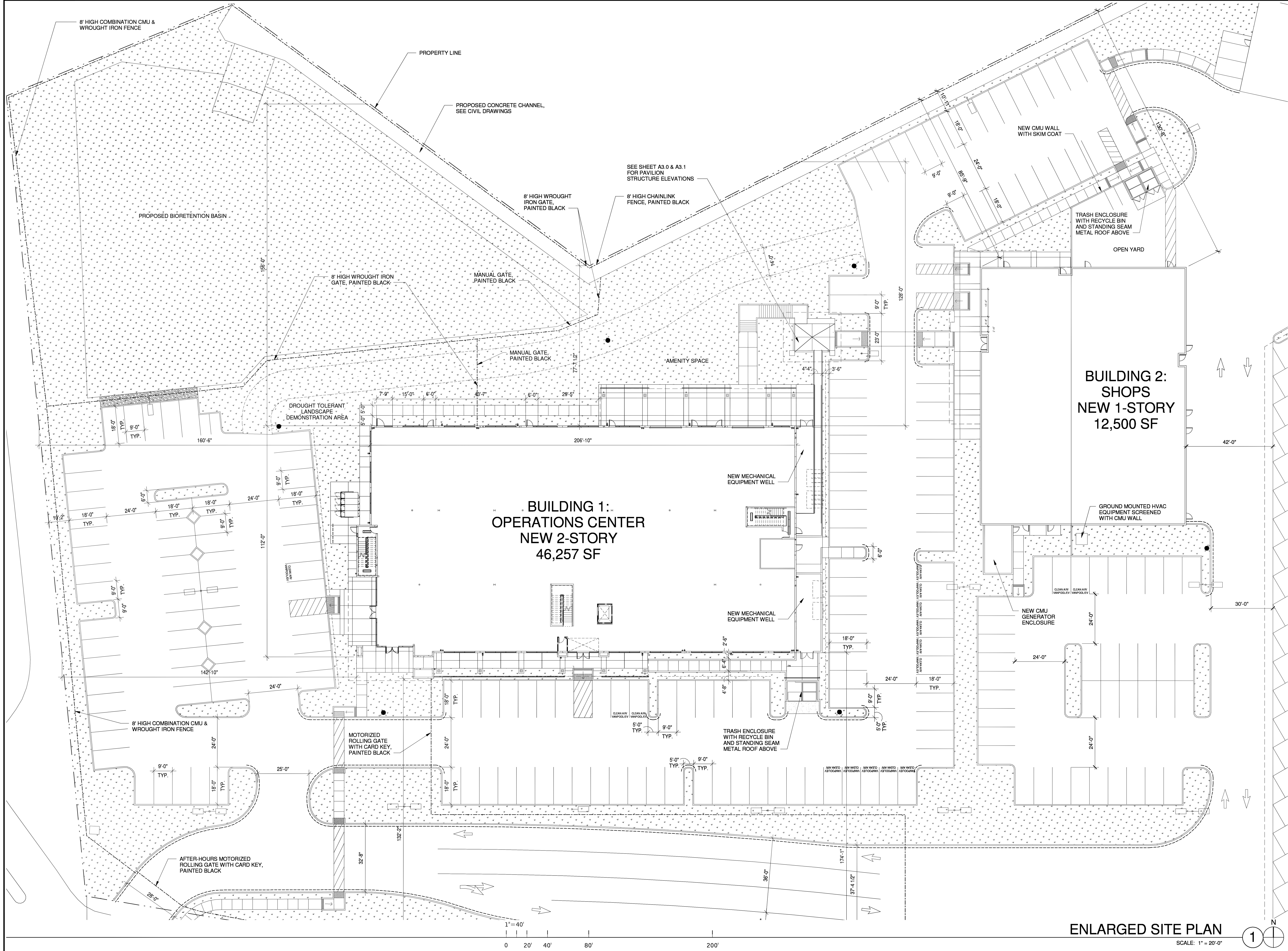
DATE	REMARKS

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SHEET
A1.1

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MOULTON NIGUEL WATER DISTRICT
BUILDING 1-2 ENLARGED SITE
26159 GORDON ROAD
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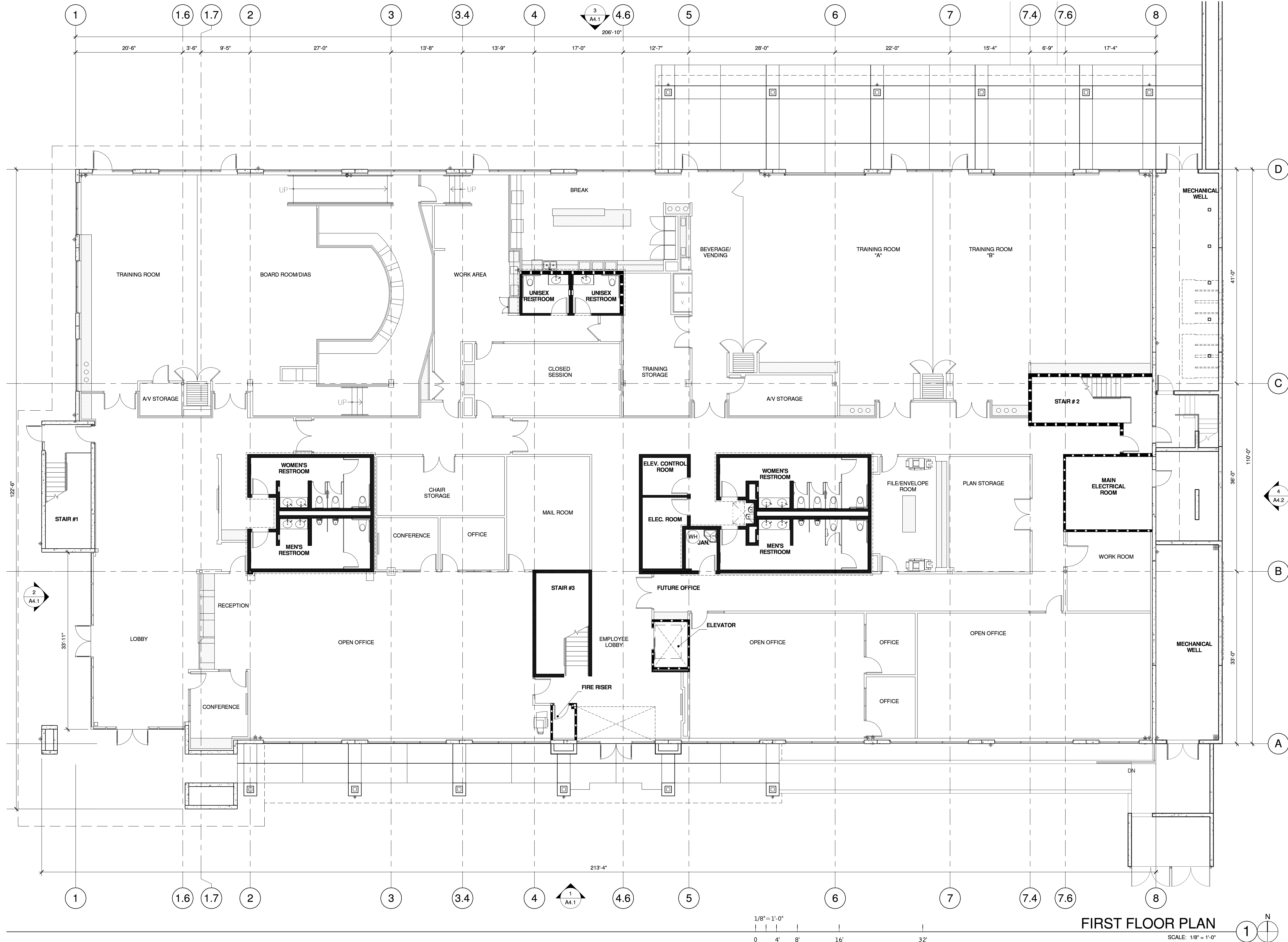
DATE	REMARKS
10/25/18	PLANNING RESUBMITTAL 02

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SHEET
A1.2

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FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

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MOULTON NIGUEL WATER DISTRICT
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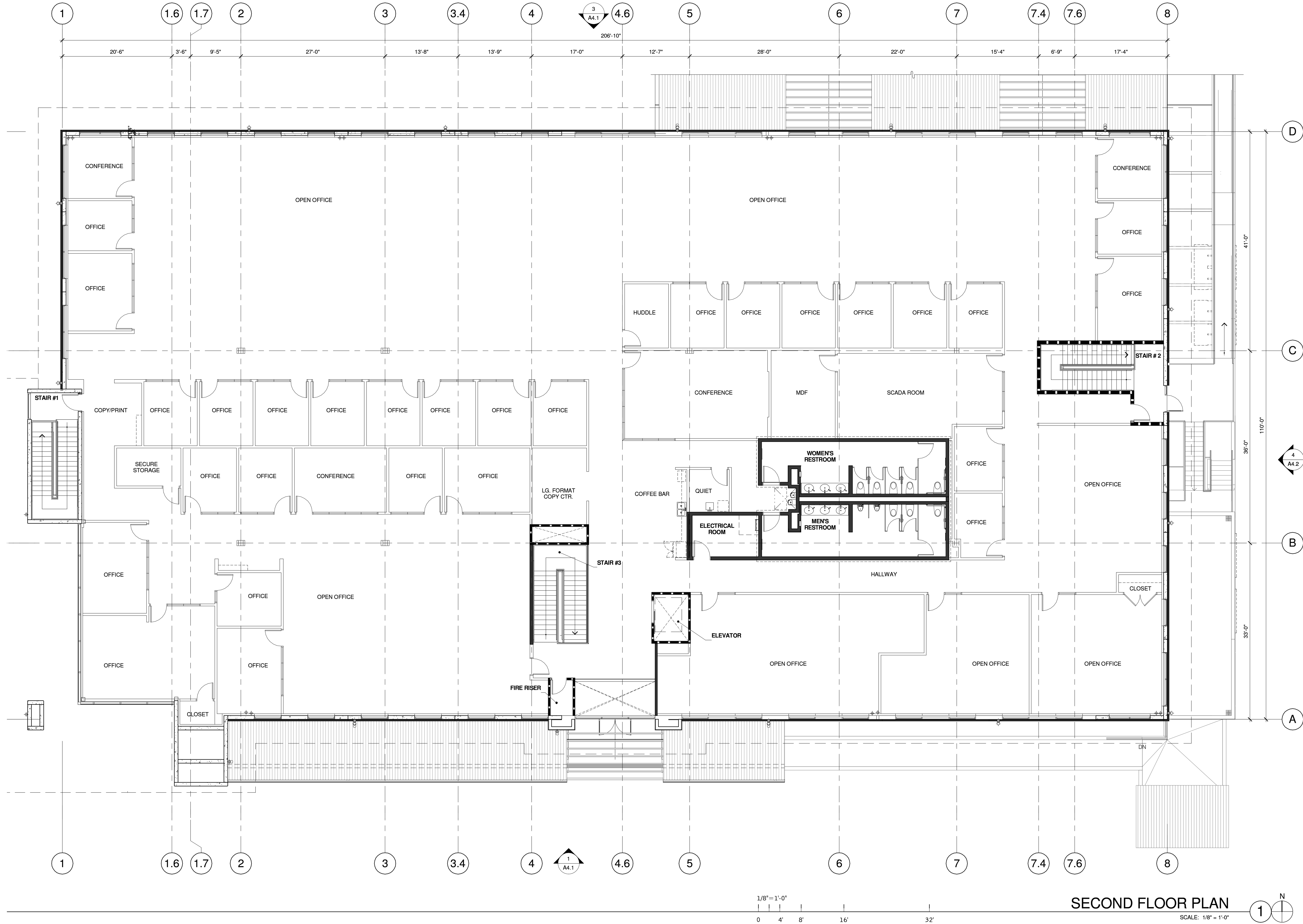
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SHEET
A2.0

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MOULTON NIGUEL WATER DISTRICT
BUILDING 1 FLOOR PLAN
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Attachment: Plans (1725 - MWD Operations Center and Site Consolidation Project)

DATE	REMARKS
10/25/18	PLANNING RESUBMITTAL 02

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JOB NO.:	IRV14-0198-03

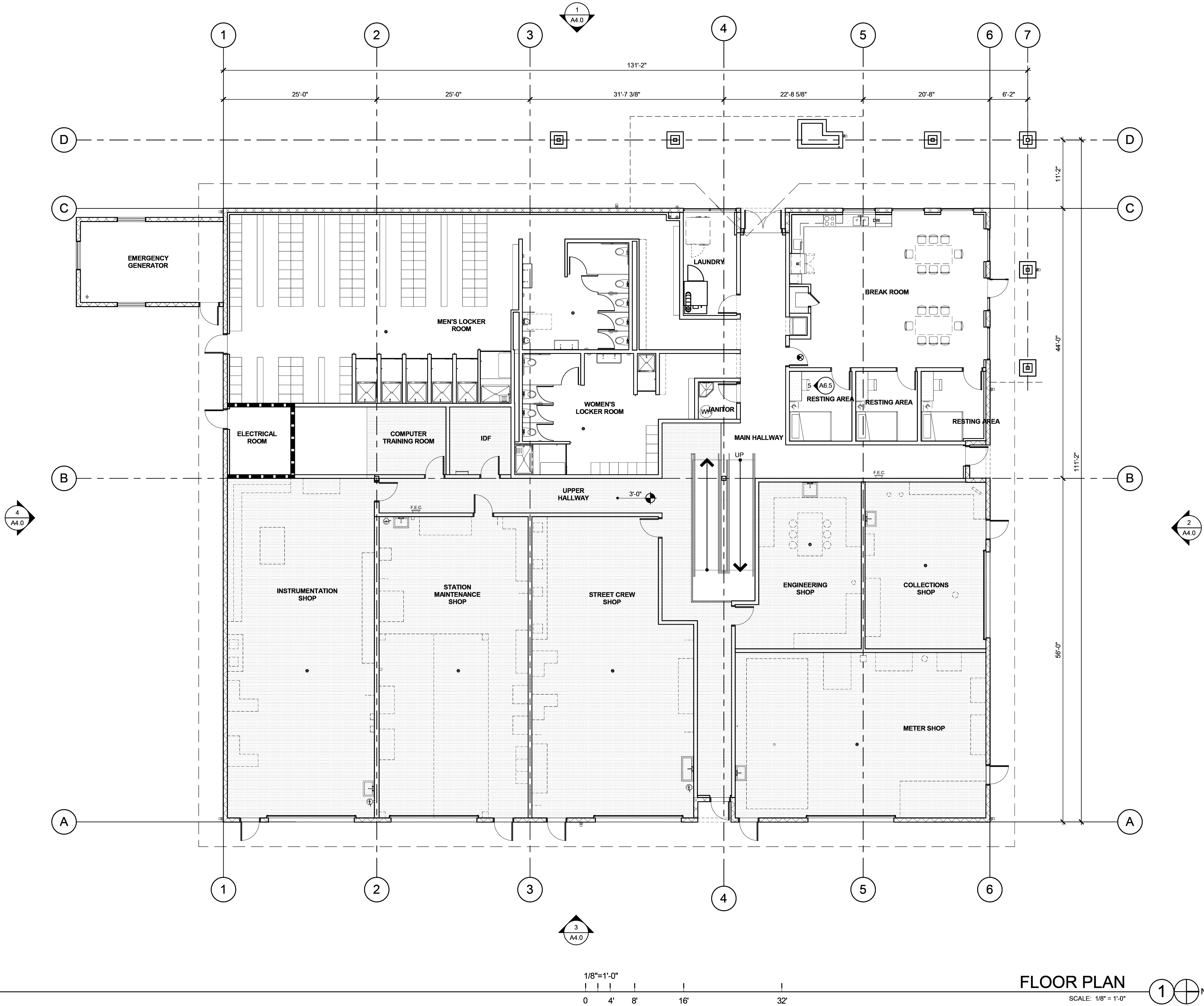
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2018 10 25 DI ANNING DECEMBER 1 02

03 Nov 2017

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

MOULTON NIGUEL WATER DISTRICT
BUILDING 2 FLOOR PLAN
26159 GORDON ROAD
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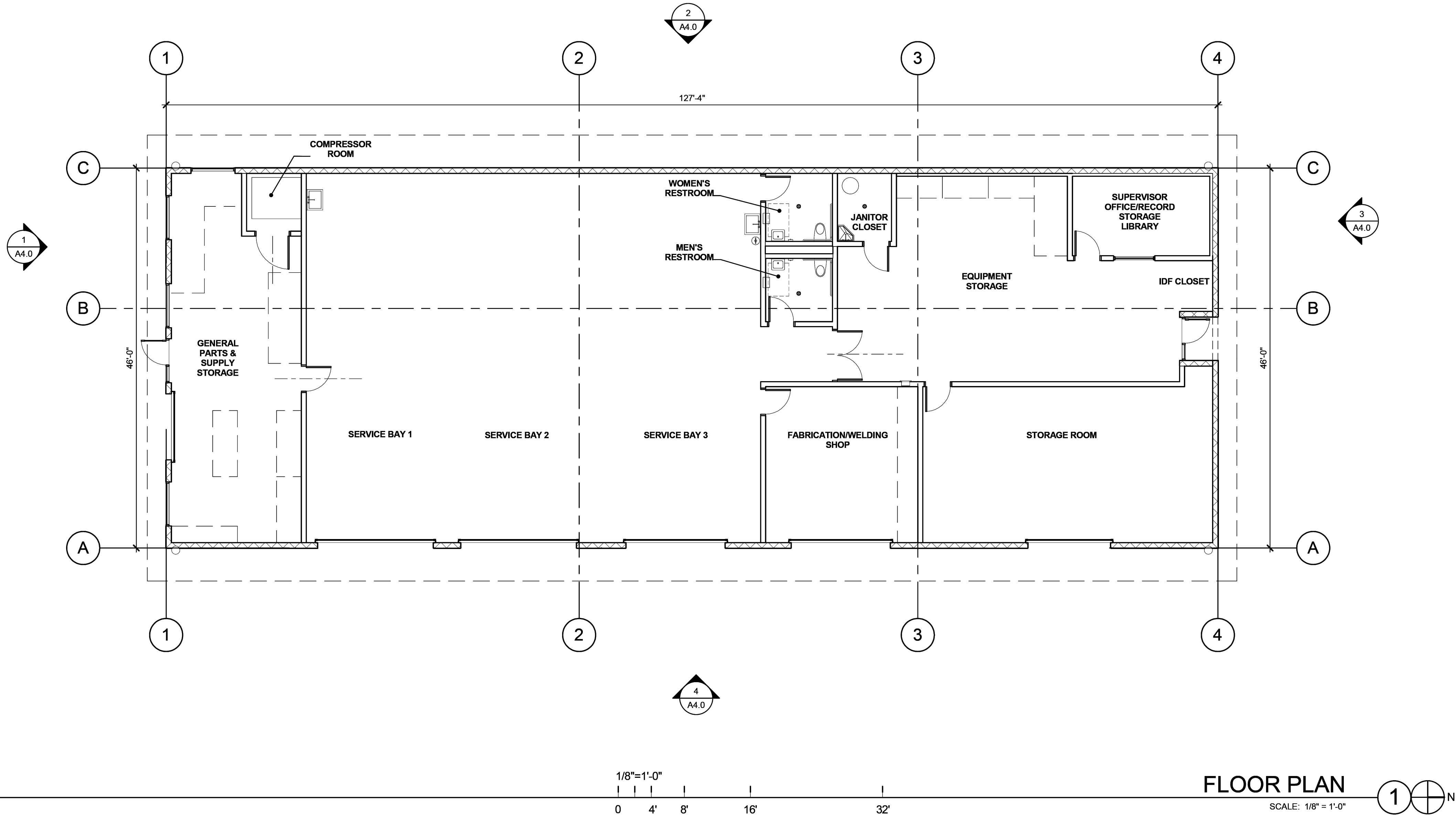
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SHEET
A2.2

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FLOOR PLAN

SCALE: 1/8" = 1'-0"

MOULTON NIGUEL WATER DISTRICT
BUILDING 3 FLOOR PLAN

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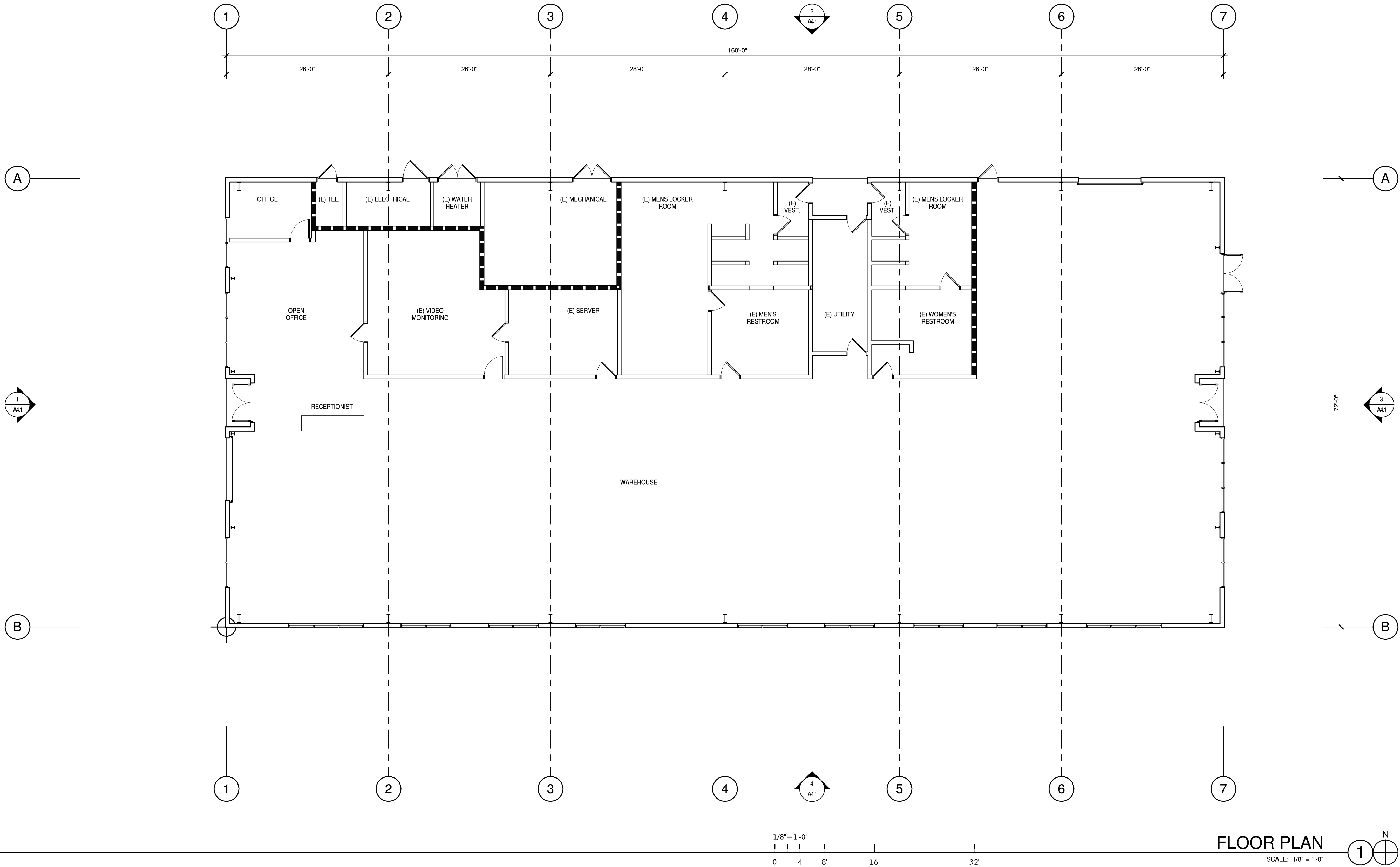
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SHEET
A2.3

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MOULTON NIGUEL WATER DISTRICT
BUILDING 5 FLOOR PLAN
26159 GORDON ROAD
LAGUNA HILLS, CA 92653

DATE	REMARKS
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SHEET
A2.5

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SOUTH EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



WEST EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION NOTES

- | | | | | | |
|---|--|----|---|----|---|
| 1 | CONCRETE TILT-UP WALL, PAINTED. | 8 | WOOD VENEER: LONGBOARD 4" V-GROOVE SIDING, DARK NATIONAL WALNUT. | 15 | NEW METAL ROLL-UP DOOR. |
| 2 | 1/2" REVEAL TYPICAL. | 9 | STANDING SEAM METAL ROOF. CENTRIA ADP100B, CYPRESS OLIVE (9933) OR SIMILAR. | 16 | EXISTING STUCCO. PAINT PT-1. |
| 3 | 3/4" REVEAL TYPICAL. | 10 | DECORATIVE STEEL JOIST PAINTED TO MATCH MULLIONS. | 17 | EXISTING STUCCO. PAINT PT-2. |
| 4 | 2" STOREFRONT SYSTEM WITH VERTICAL BUTT JOINT GLAZING WHERE SHOWN. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS. | 11 | EXTERIOR SKIM COAT FINISH OVER CONCRETE MASONRY WALL. | 18 | EXISTING WINDOW. |
| 5 | 2" CURTAIN WALL WITH VERTICAL BUTT JOINT GLAZING. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS. | 12 | PT-1 DUNN EDWARDS DE6233 LIMESTONE. | 19 | EXISTING DOOR. |
| 6 | HIGH PERFORMANCE, LOW-E, DUAL PANE VISION GLASS. (OPTIGRAY + SOLARBAN 70XL (3) CLEAR) | 13 | PT-2 DUNN EDWARDS DE6221 FLINTSTONE. | 20 | REPAINT EXISTING METAL ROOF TO MATCH NEW. |
| 7 | DUAL PANE SPANDREL GLASS WITH OPACI-COAT ON THE 4TH SURFACE. | 14 | PT-3 DUNN EDWARDS DE6231 SHAKER GRAY. | 21 | REPAINT EXISTING METAL SIDING PT-1. |
| | | | | 22 | GLASS ROLL UP DOOR. |

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MOULTON NIGUEL WATER DISTRICT
BUILDING 1 ELEVATIONS
26159 GORDON ROAD
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REMARKS
PLANNING RESUBMITTAL 02

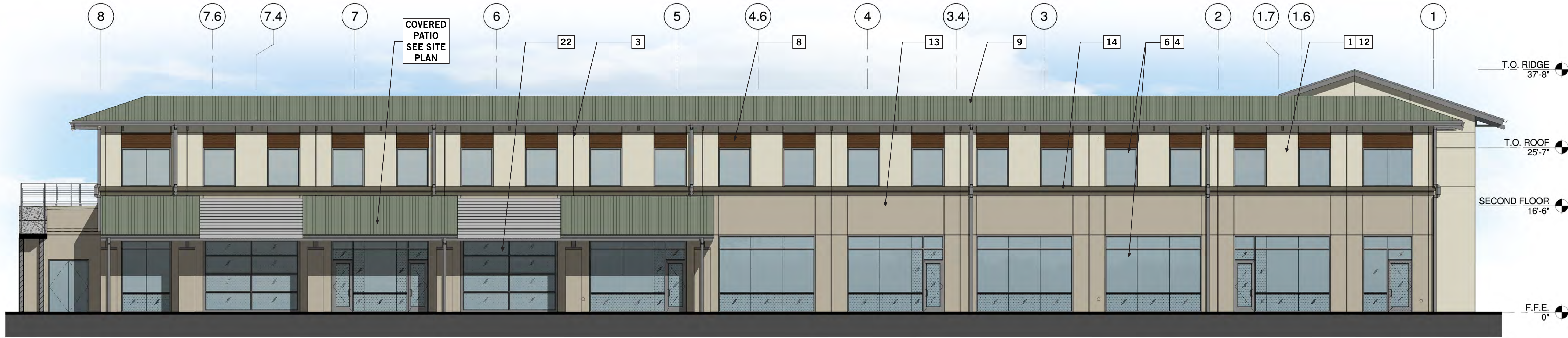
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10/25/18

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SHEET
A3.0

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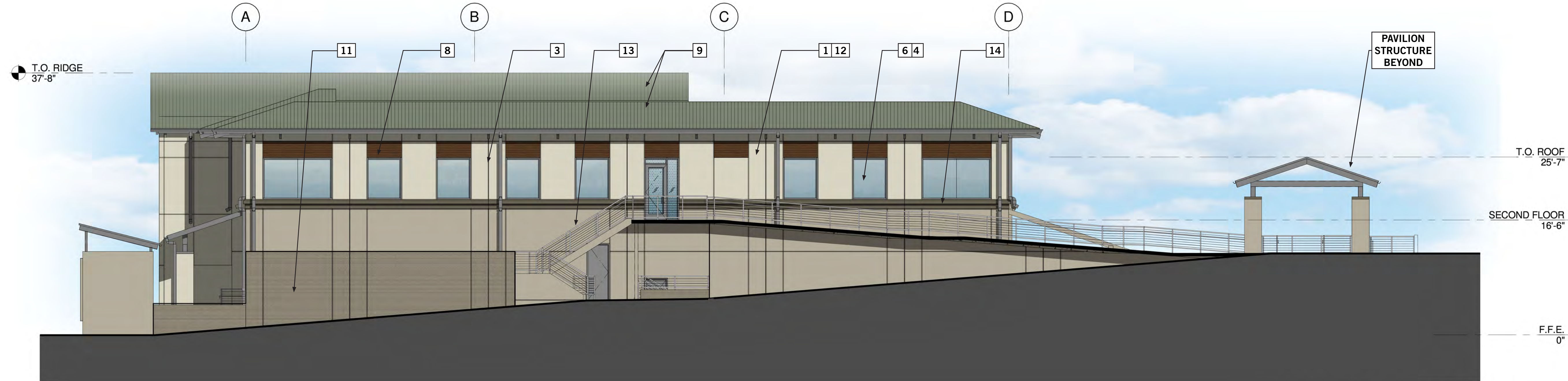
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NORTH EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

3



EAST EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

4

ELEVATION NOTES

- 1

CONCRETE TILT-UP WALL, PAINTED.
- 2

1/2" REVEAL TYPICAL.
- 3

3/4" REVEAL TYPICAL.
- 4

2" STOREFRONT SYSTEM WITH VERTICAL BUTT JOINT GLAZING WHERE SHOWN. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.
- 5

2" CURTAIN WALL WITH VERTICAL BUTT JOINT GLAZING. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.
- 6

HIGH PERFORMANCE, LOW-E, DUAL PANE VISION GLASS. (OPTIGRAY + SOLARBAN 70XL (3) CLEAR)
- 7

DUAL PANE SPANDREL GLASS WITH OPACI-COAT ON THE 4TH SURFACE.

8

WOOD VENEER: LONGBOARD 4" V-GROOVE SIDING, DARK NATIONAL WALNUT.

9

STANDING SEAM METAL ROOF. CENTRIA ADP100B, CYPRESS OLIVE (9933) OR SIMILAR.

10

DECORATIVE STEEL JOIST PAINTED TO MATCH MULLIONS.

11

EXTERIOR SKIM COAT FINISH OVER CONCRETE MASONRY WALL.

12

PT-1 DUNN EDWARDS DE6233 LIMESTONE.

13

PT-2 DUNN EDWARDS DE6221 FLINTSTONE.

14

PT-3 DUNN EDWARDS DE6231 SHAKER GRAY.

15

NEW METAL ROLL-UP DOOR.

16

EXISTING STUCCO. PAINT PT-1.

17

EXISTING STUCCO. PAINT PT-2.

18

EXISTING WINDOW.

19

EXISTING DOOR.

20

REPAINT EXISTING METAL ROOF TO MATCH NEW.

21

REPAINT EXISTING METAL SIDING PT-1.

22

GLASS ROLL UP DOOR.

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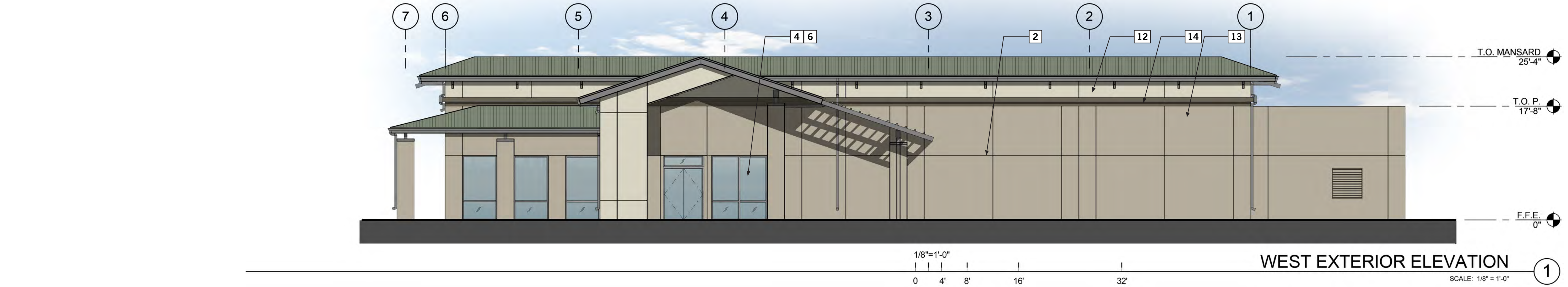
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DRAWN BY:	
JOB NO.:	IRV14-0198-03

SHEET
A3.0

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ELEVATION NOTES

- 1 CONCRETE TILT-UP WALL, PAINTED.
- 2 1/2" REVEAL TYPICAL.
- 3 3/4" REVEAL TYPICAL.
- 4 2" STOREFRONT SYSTEM WITH VERTICAL BUTT JOINT GLAZING WHERE SHOWN. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.
- 5 2" CURTAIN WALL WITH VERTICAL BUTT JOINT GLAZING. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.
- 6 HIGH PERFORMANCE, LOW-E, DUAL PANE VISION GLASS. (OPTIGRAY + SOLARBAN 70XL (3) CLEAR)
- 7 DUAL PANE SPANDREL GLASS WITH OPACI-COAT ON THE 4TH SURFACE.

- 8 WOOD VENEER: LONGBOARD 4" V-GROOVE SIDING, DARK NATIONAL WALNUT.
- 9 STANDING SEAM METAL ROOF. CENTRIA ADP100B, CYPRESS OLIVE (9933) OR SIMILAR.
- 10 DECORATIVE STEEL JOIST PAINTED TO MATCH MULLIONS.
- 11 EXTERIOR SKIM COAT FINISH OVER CONCRETE MASONRY WALL.
- 12 PT-1 DUNN EDWARDS DE6233 LIMESTONE.
- 13 PT-2 DUNN EDWARDS DE6221 FLINTSTONE.
- 14 PT-3 DUNN EDWARDS DE6231 SHAKER GRAY.

- 15 NEW METAL ROLL-UP DOOR.
- 16 EXISTING STUCCO. PAINT PT-1.
- 17 EXISTING STUCCO. PAINT PT-2.
- 18 EXISTING WINDOW.
- 19 EXISTING DOOR.
- 20 REPAINT EXISTING METAL ROOF TO MATCH NEW.
- 21 REPAINT EXISTING METAL SIDING PT-1.
- 22 GLASS ROLL UP DOOR.

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MOULTON NIGUEL WATER DISTRICT
BUILDING 2 ELEVATIONS
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DATE	REMARKS
10/25/18	PLANNING RESUBMITTAL 02

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SHEET
A3.2

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ELEVATION NOTES

- 1

CONCRETE TILT-UP WALL, PAINTED.
- 2

1/2" REVEAL TYPICAL.
- 3

3/4" REVEAL TYPICAL.
- 4

2" STOREFRONT SYSTEM WITH VERTICAL BUTT JOINT GLAZING WHERE SHOWN. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.
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15

NEW METAL ROLL-UP DOOR.

16

EXISTING STUCCO. PAINT PT-1.

17

EXISTING STUCCO. PAINT PT-2.

18

EXISTING WINDOW.

19

EXISTING DOOR.

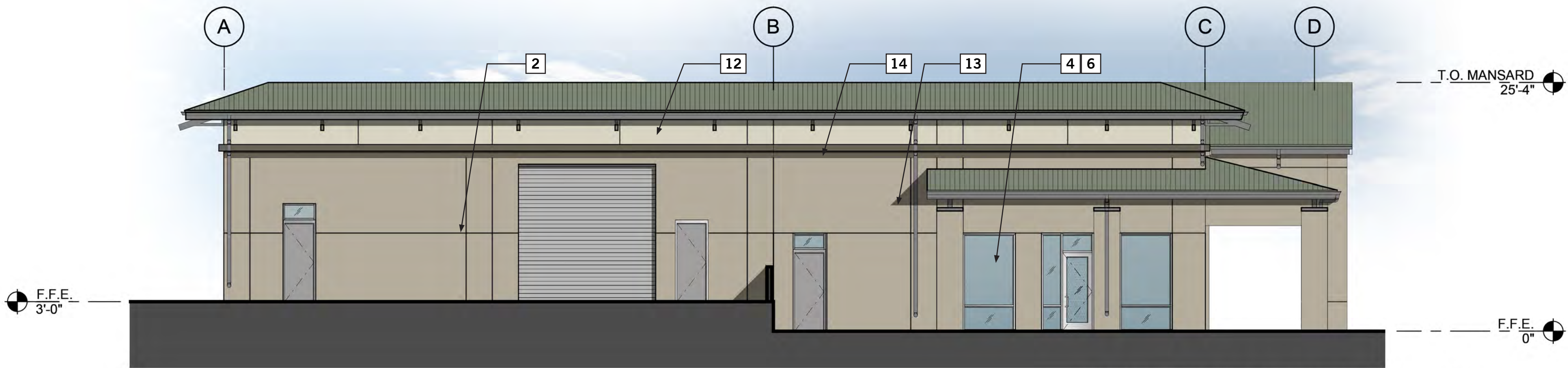
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REPAINT EXISTING METAL ROOF TO MATCH NEW.

21

REPAINT EXISTING METAL SIDING PT-1.

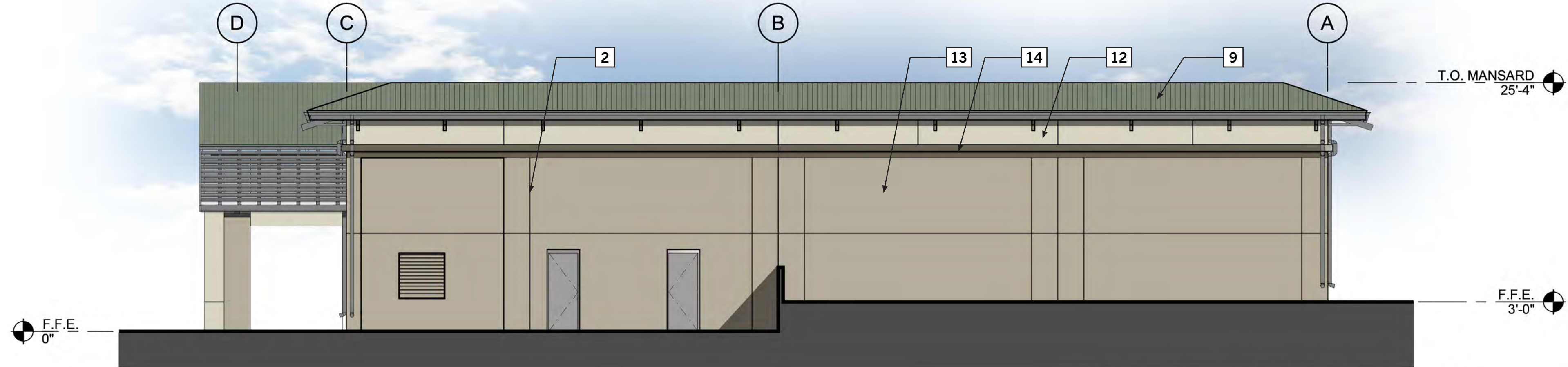
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GLASS ROLL UP DOOR.

NORTH EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

2



SOUTH EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

4

MOULTON NIGUEL WATER DISTRICT BUILDING 2 ELEVATIONS

26159 GORDON ROAD
LAGUNA HILLS, CA 92653



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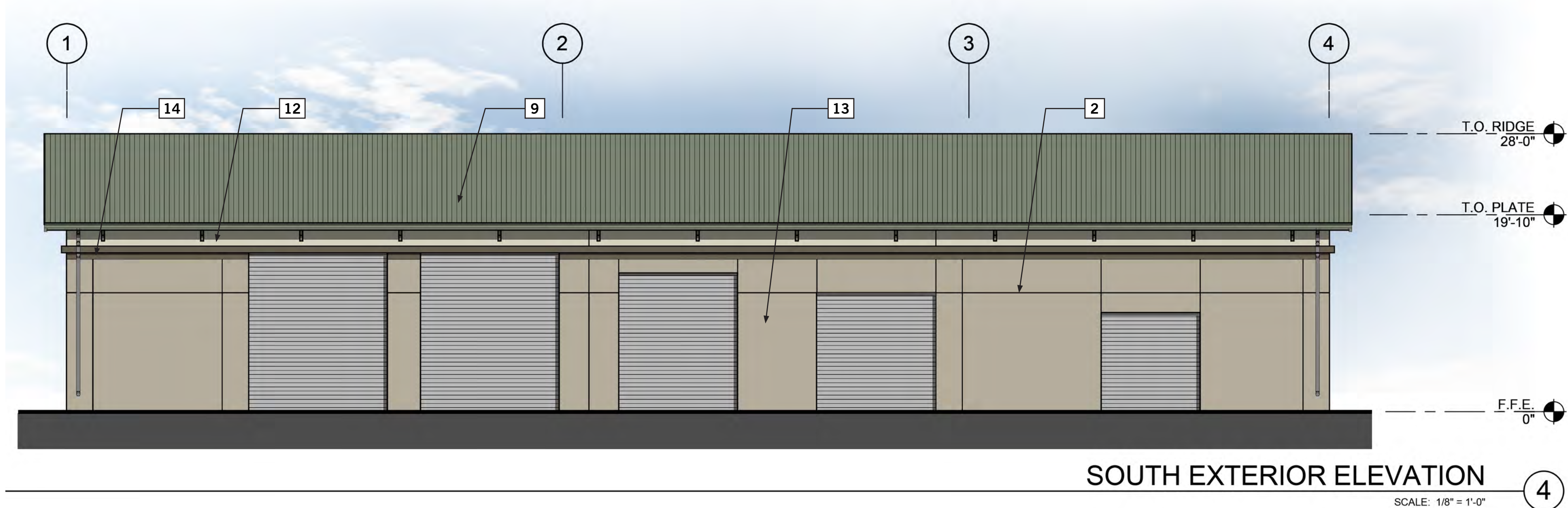
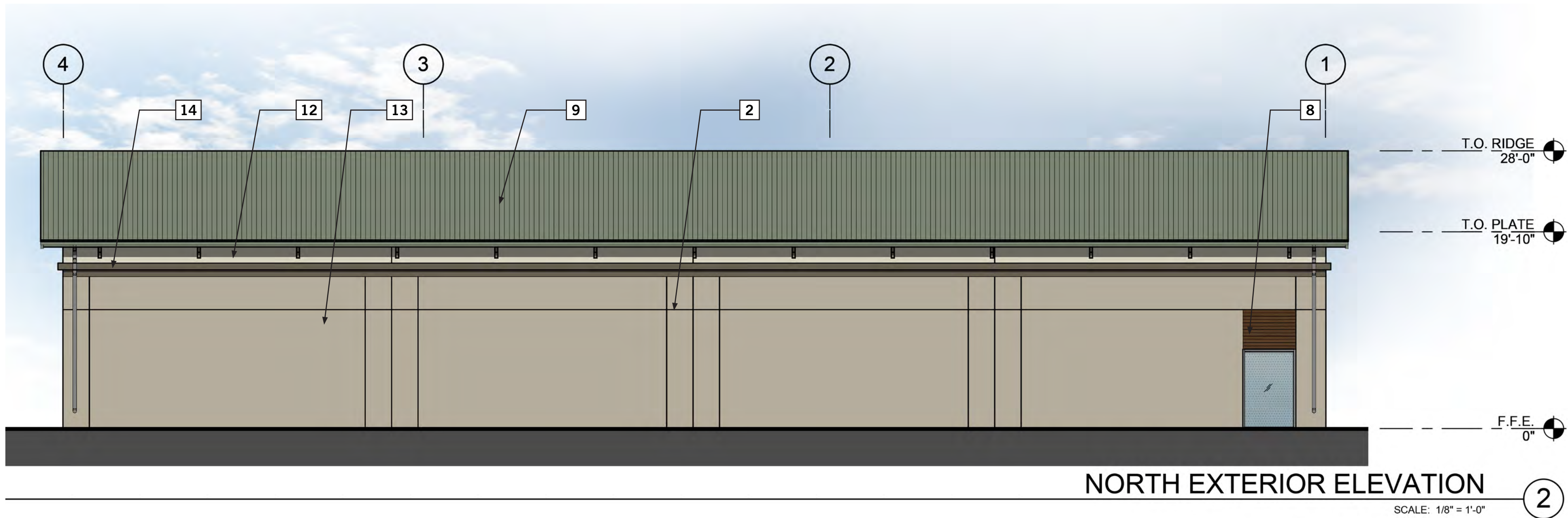
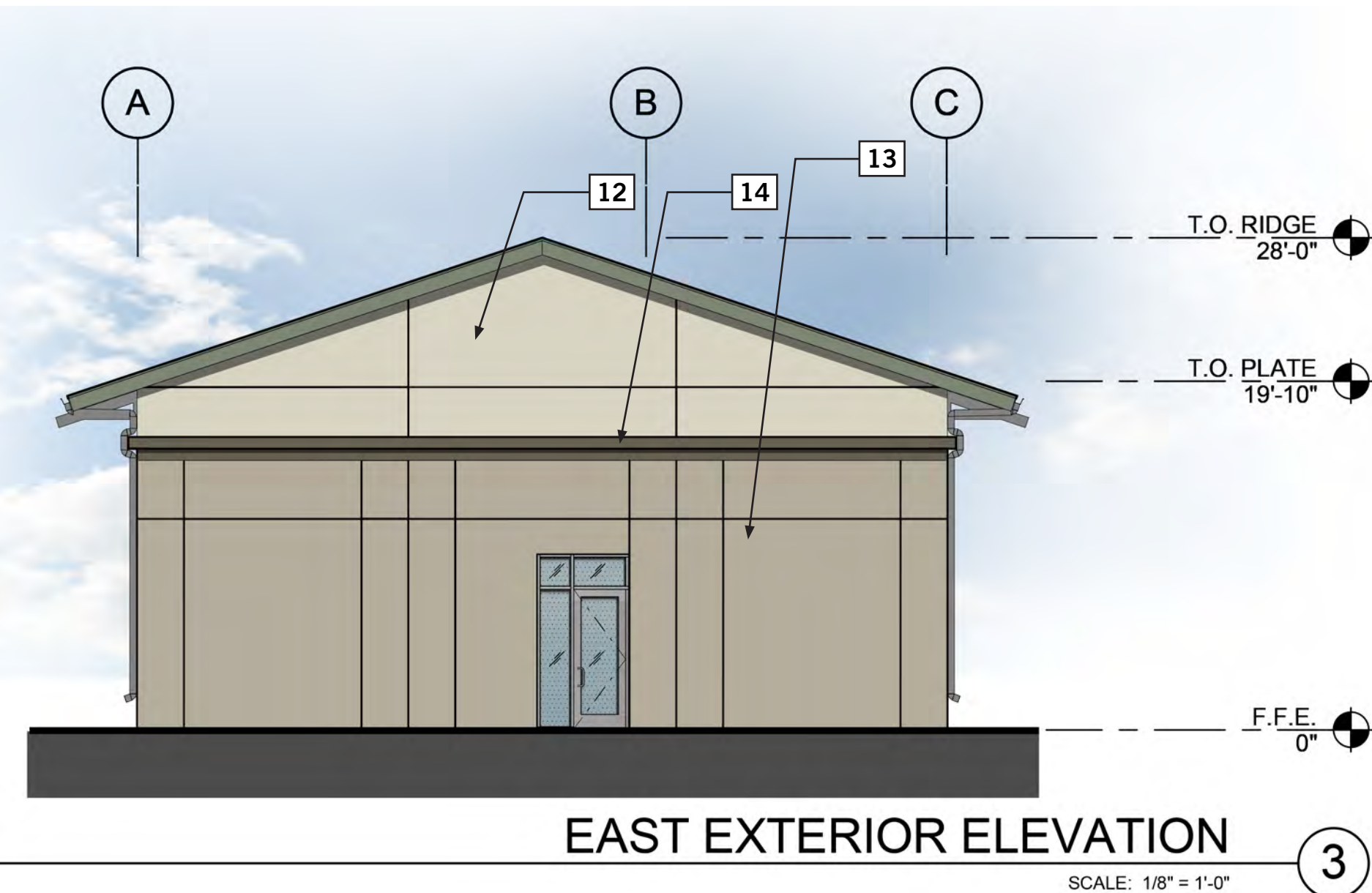
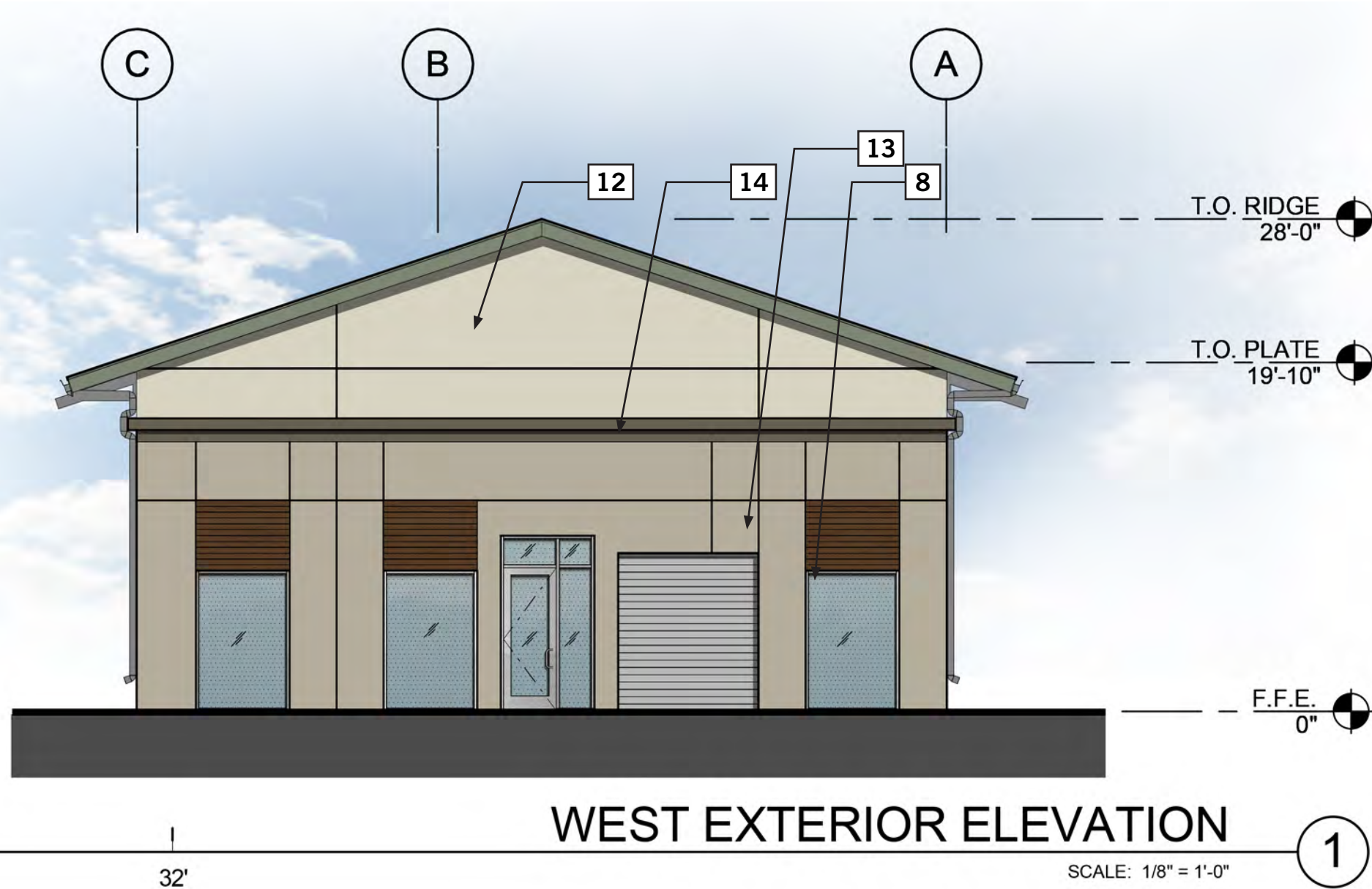
DATE	REMARKS
10/25/18	PLANNING RESUBMITTAL 02

PA / PM:	M. MLADENOFF
DRAWN BY:	
JOB NO.:	IRV14-0198-03

SHEET
A3.3

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

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ELEVATION NOTES

1 CONCRETE TILT-UP WALL, PAINTED.

2 1/2" REVEAL TYPICAL.

3 3/4" REVEAL TYPICAL.

4 2" STOREFRONT SYSTEM WITH VERTICAL BUTT JOINT GLAZING WHERE SHOWN. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.

5 2" CURTAIN WALL WITH VERTICAL BUTT JOINT GLAZING. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.

6 HIGH PERFORMANCE, LOW-E, DUAL PANE VISION GLASS. (OPTIGRAY + SOLARBAN 70XL (3) CLEAR)

7 DUAL PANE SPANDREL GLASS WITH OPACI-COAT ON THE 4TH SURFACE.

8 WOOD VENEER: LONGBOARD 4" V-GROOVE SIDING, DARK NATIONAL WALNUT.

9 STANDING SEAM METAL ROOF. CENTRIA ADP100B, CYPRESS OLIVE (9933) OR SIMILAR.

10 DECORATIVE STEEL JOIST PAINTED TO MATCH MULLIONS.

11 EXTERIOR SKIM COAT FINISH OVER CONCRETE MASONRY WALL.

12 PT-1 DUNN EDWARDS DE6233 LIMESTONE.

13 PT-2 DUNN EDWARDS DE6221 FLINTSTONE.

14 PT-3 DUNN EDWARDS DE6231 SHAKER GRAY.

15 NEW METAL ROLL-UP DOOR.

16 EXISTING STUCCO. PAINT PT-1.

17 EXISTING STUCCO. PAINT PT-2.

18 EXISTING WINDOW.

19 EXISTING DOOR.

20 REPAINT EXISTING METAL ROOF TO MATCH NEW.

21 REPAINT EXISTING METAL SIDING PT-1.

22 GLASS ROLL UP DOOR.

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MOULTON NIGUEL WATER DISTRICT
BUILDING 3 ELEVATIONS
26159 GORDON ROAD
LAGUNA HILLS, CA 92653

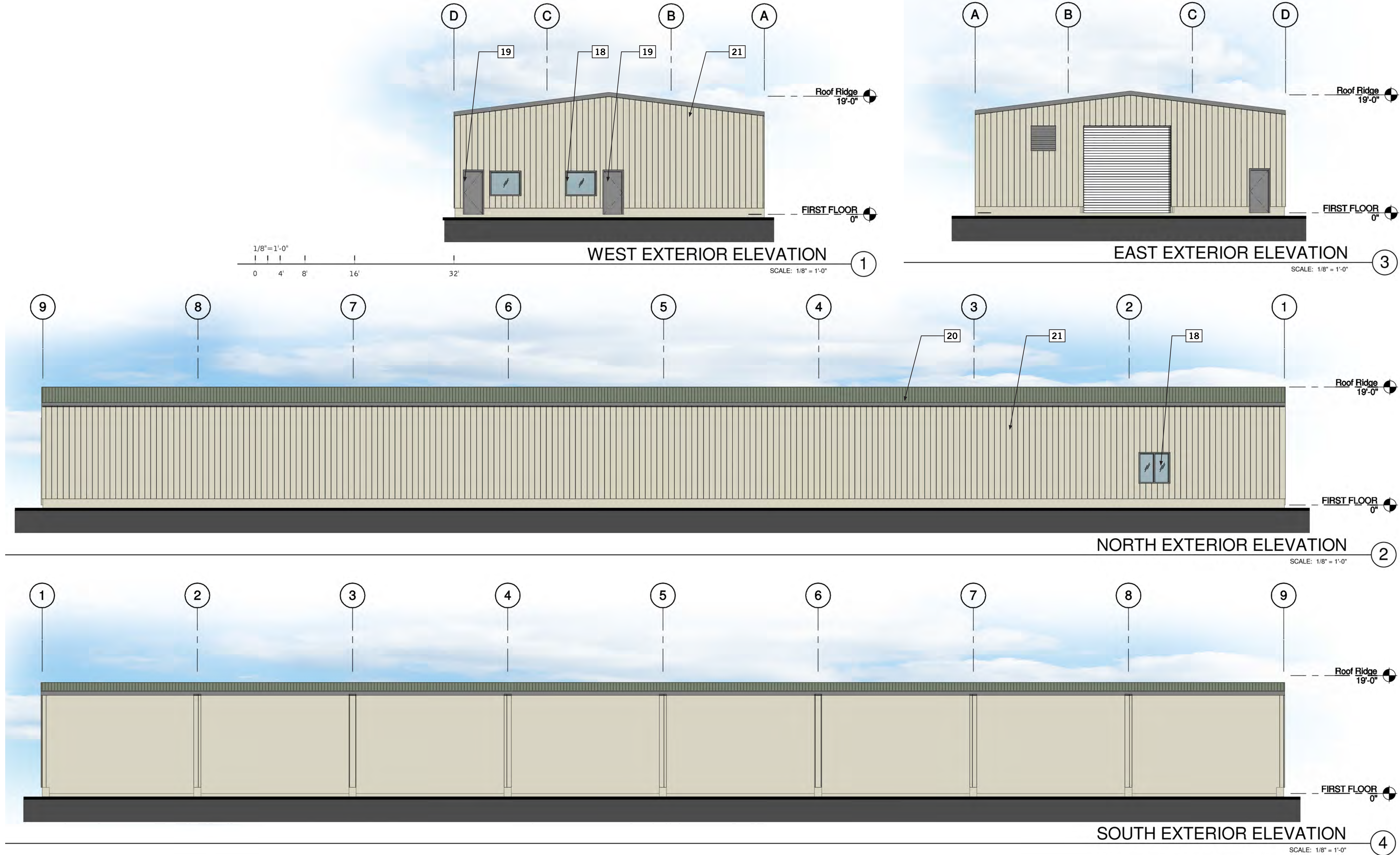
DATE	REMARKS
10/25/18	PLANNING RESUBMITTAL 02

PA / PM:	M. MLADENOFF
DRAWN BY:	
JOB NO.:	IRV14-0198-03

SHEET
A3.4

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- 1

CONCRETE TILT-UP WALL, PAINTED.
- 2

1/2" REVEAL TYPICAL.
- 3

3/4" REVEAL TYPICAL.
- 4

2" STOREFRONT SYSTEM WITH VERTICAL BUTT JOINT GLAZING WHERE SHOWN. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.
- 5

2" CURTAIN WALL WITH VERTICAL BUTT JOINT GLAZING. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.
- 6

HIGH PERFORMANCE, LOW-E, DUAL PANE VISION GLASS. (OPTIGRAY + SOLARBAN 70XL (3) CLEAR)
- 7

DUAL PANE SPANDREL GLASS WITH OPACI-COAT ON THE 4TH SURFACE.
- 8

WOOD VENEER: LONGBOARD 4" V-GROOVE SIDING, DARK NATIONAL WALNUT.
- 9

STANDING SEAM METAL ROOF. CENTRIA ADP100B, CYPRESS OLIVE (9933) OR SIMILAR.
- 10

DECORATIVE STEEL JOIST PAINTED TO MATCH MULLIONS.
- 11

EXTERIOR SKIM COAT FINISH OVER CONCRETE MASONRY WALL.
- 12

PT-1 DUNN EDWARDS DE6233 LIMESTONE.
- 13

PT-2 DUNN EDWARDS DE6221 FLINTSTONE.
- 14

PT-3 DUNN EDWARDS DE6231 SHAKER GRAY.
- 15

NEW METAL ROLL-UP DOOR.
- 16

EXISTING STUCCO. PAINT PT-1.
- 17

EXISTING STUCCO. PAINT PT-2.
- 18

EXISTING WINDOW.
- 19

EXISTING DOOR.
- 20

REPAINT EXISTING METAL ROOF TO MATCH NEW.
- 21

REPAINT EXISTING METAL SIDING PT-1.
- 22

GLASS ROLL UP DOOR.

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MOULTON NIGUEL WATER DISTRICT
BUILDING 4 ELEVATIONS
26159 GORDON ROAD
LAGUNA HILLS, CA 92653

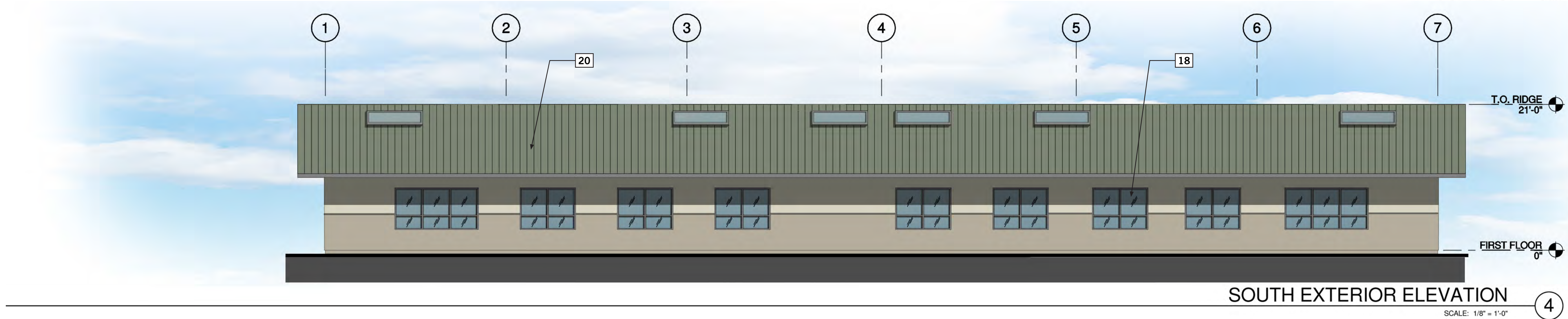
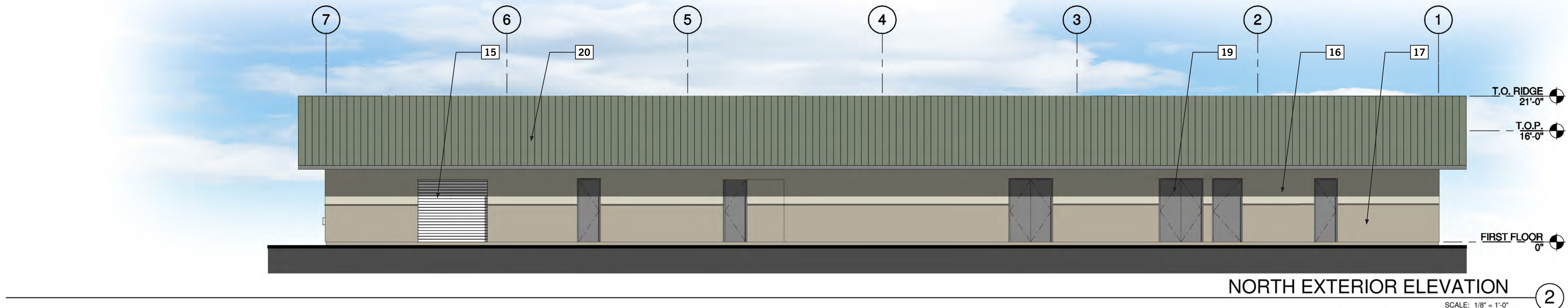
DATE	REMARKS
10/25/18	PLANNING RESUBMITTAL 02

PA / PM:	M. MLADENOFF
DRAWN BY:	
JOB NO.:	IRV14-0198-03

SHEET
A3.5

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ELEVATION NOTES

1 CONCRETE TILT-UP WALL, PAINTED.

2 1/2" REVEAL TYPICAL.

3 3/4" REVEAL TYPICAL.

4 2" STOREFRONT SYSTEM WITH VERTICAL BUTT JOINT GLAZING WHERE SHOWN. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.

5 2" CURTAIN WALL WITH VERTICAL BUTT JOINT GLAZING. (ARCADIA AB-5 MED BRONZE) ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.

6 HIGH PERFORMANCE, LOW-E, DUAL PANE VISION GLASS. (OPTIGRAY + SOLARBAN 70XL (3) CLEAR)

7 DUAL PANE SPANDREL GLASS WITH OPACI-COAT ON THE 4TH SURFACE.

8 WOOD VENEER: LONGBOARD 4" V-GROOVE SIDING, DARK NATIONAL WALNUT.

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19 EXISTING DOOR.

20 REPAINT EXISTING METAL ROOF TO MATCH NEW.

21 REPAINT EXISTING METAL SIDING PT-1.

22 GLASS ROLL UP DOOR.

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MOULTON NIGUEL WATER DISTRICT
BUILDING 5 ELEVATIONS
26159 GORDON ROAD
LAGUNA HILLS, CA 92653

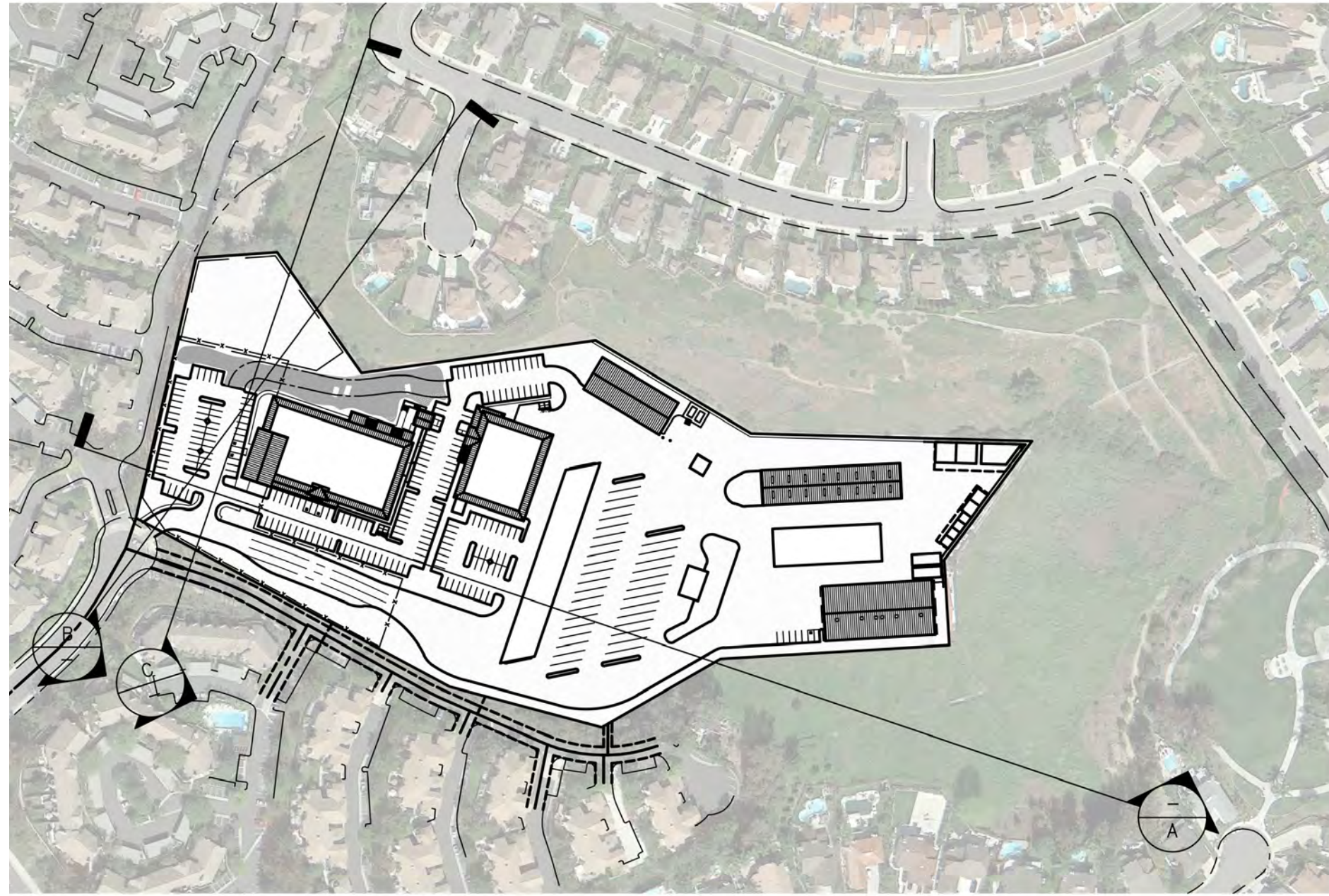
DATE	REMARKS
10/25/18	PLANNING RESUBMITTAL 02

PA / PM:	M. MLADENOFF
DRAWN BY:	
JOB NO.:	IRV14-0198-03

SHEET
A3.6

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SITE PLAN



SITE SECTION

SCALE: 1"=60'-0"

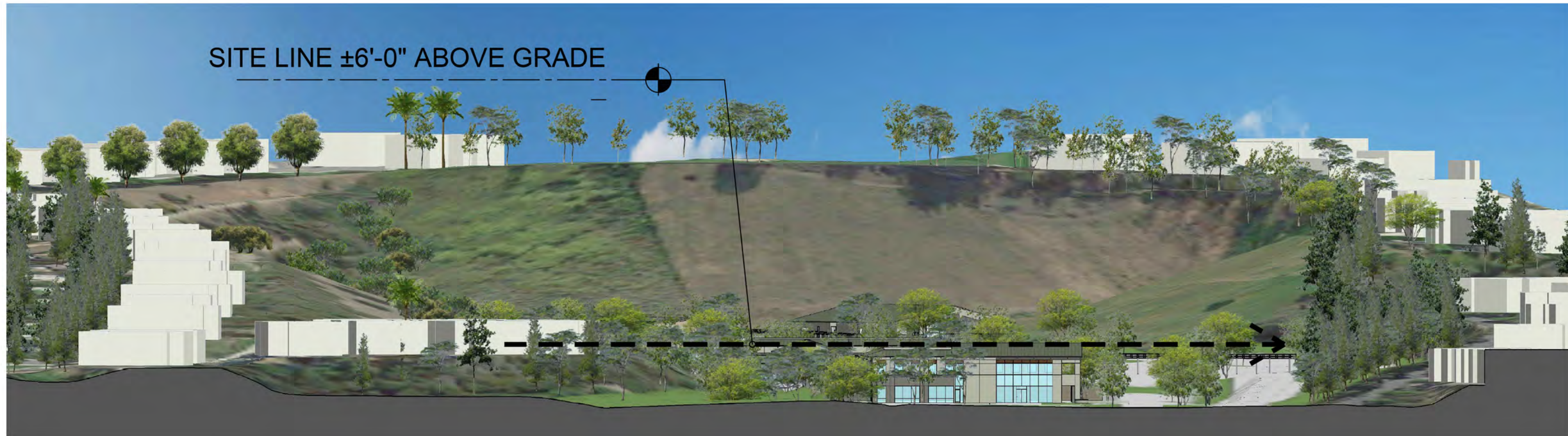
A



SITE SECTION

SCALE: 1"=60'-0"

B



SITE SECTION

SCALE: 1"=60'-0"

C

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MOULTON NIGUEL WATER DISTRICT

SITE SECTIONS

26159 GORDON ROAD
LAGUNA HILLS, CA 92653

DATE	REMARKS
10/25/18	PLANNING RESUBMITTAL 02

PA / PM:	M. MLADENOFF
DRAWN BY:	
JOB NO.:	IRV14-0198-03

SHEET
A4.0

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PRELIMINARY PLANTING LEGEND

SYMBOL	BOTANICAL / COMMON NAME	SIZE	SYMBOL	BOTANICAL / COMMON NAME	SIZE
PROPOSED TREES					
	LAGERSTROEMIA INDICA / CREPE MYRTLE	36" BOX MULTI-TRUNK		AGAVE ATTENUATA / FOKTAIL AGAVE	5 GAL / 42" O.C.
	GEIJERA PARVIFOLIA / AUSTRALIAN WILLOW	24" BOX STANDARD		DIETES VEGETA / FORTNIGHT LILY	5 GAL / 36" O.C.
	TRISTANIA CONFERTA / BRISBANE BOX	24" BOX STANDARD		ELAEOAGNUS PUNGENS / SILVERBERRY	5 GAL / 36" O.C.
	ARBUTUS MARINA / NCN	24" BOX STANDARD		HEMEROCALLIS 'ORANGE' / ORANGE DAYLILY	1 GAL / 30" O.C.
	PINUS CANARIENSIS / CANARY ISLAND PINE	24" BOX STANDARD		MUHLENBERGIA CAPILLARIS / PINK MUHLY	1 GAL / 36" O.C.
	QUERCUS AGRIFOLIA / COAST LIVE OAK	24" BOX STANDARD		PHORMIUM T. 'SURFER' / SURFER NEW ZEALAND FLAX	5 GAL / 36" O.C.
	BRACHYCHITON POPULNEUS / BOTTLE TREE	24" BOX STANDARD		RHAMPHOLOEPIIS INDICA 'CLARA' / INDIA HAWTHORN	1 GAL / 30" O.C.
	CEDRUS DEODORA / DEODAR CEDAR	24" BOX STANDARD		ACHILLEA 'MOONSHINE' / YARROW	1 GAL / 30" O.C.
	VARIOUS SPECIES OF EXISTING TREES AND LARGE SHRUBS TO REMAIN ALONG THE EXISTING SLOPES SURROUNDING THE PROPERTY - NOT A PART			ALYOGYNE HUEGELII / BLUE HIBISCUS	5 GAL / 42" O.C.
	EXISTING SLOPE PLANTING TO REMAIN NOT A PART			CISTUS PURPUREUS / ORCHID ROCKROSE	5 GAL / 48" O.C.
PROPOSED SHRUBS					
	HELICOTOTRICHON SEMPERVIRENS / BLUE OAT GRASS	5 GAL / 42" O.C.		HESPERALOE PARVIFLORA / RED YUCCA	1 GAL / 30" O.C.
	SALVIA GREGGII 'FURHMAN'S RED' / FURHMAN'S RED SAGE	1 GAL / 30" O.C.		LEUCOPHYLLUM FRUTESCENS / TEXAS RANGER	5 GAL / 36" O.C.
PROPOSED GROUND COVER & VINES					
	FESTUCA O. 'GLAUCA' / BLUE FESCUE	1 GAL / 18" O.C.		CAREX PRAEGRACILIS / CALIFORNIA FIELD SEDGE	1 GAL / 36" O.C.
	ROSMARINUS O. 'PROSTRATUS' / PROSTRATE ROSEMARY	FLATS / 12" O.C.		DESCHAMPSIA CAESPITOSA / TUFTED HAIRGRASS	1 GAL / 36" O.C.
	SENECIO MANDRALISCAE / BLUE FINGER	FLATS / 12" O.C.		JUNCUS PATENS / CALIFORNIA GREY RUSH	1 GAL / 36" O.C.
	TRACHELOSPERMIUM JASMINOIDES / STAR JASMINE	FLATS / 12" O.C.		MUHLENBERGIA RIGENS / DEER GRASS	1 GAL / 36" O.C.
	FIGUS REPENS / CREEPING FIG	5 GAL / PER PLAN		MYOPORUM PARVIFOLIUM / MYOPORUM	1 GAL / 36" O.C.
PROPOSED DETENTION BASIN PLANTING					
	CAREX PRAEGRACILIS / CALIFORNIA FIELD SEDGE	1 GAL / 36" O.C.			
	DESCHAMPSIA CAESPITOSA / TUFTED HAIRGRASS	1 GAL / 36" O.C.			
	JUNCUS PATENS / CALIFORNIA GREY RUSH	1 GAL / 36" O.C.			
	MUHLENBERGIA RIGENS / DEER GRASS	1 GAL / 36" O.C.			

Colleen M. Nolan
Landscape Architect, #5439
7 Roble
Rancho Santa Margarita, CA 92688
714.743.7915 cell cnolan@cox.net

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

1" = 50'

0 25 50 100 250 NORTH

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MOULTON NIGUEL WATER DISTRICT
PRELIMINARY LANDSCAPE PLAN
26159 GORDON ROAD
LAGUNA HILLS, CA 92653

DATE	REMARKS
10/25/18	PLANNING RESUBMITTAL 02

PA / PM: M. MLADENOFF
DRAWN BY: IRV14-0198-03
JOB NO.:

SHEET
L1.1

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Colleen M. Nolan

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7 Roble

Rancho Santa Margarita, CA 92688

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PROPOSED SHRUB & GROUND COVER PALETTE

- * DROUGHT TOLERANT / LOW WATER REQUIRING PLANT MATERIAL
- * COLORFUL FLOWERS
- * COLORFUL FOLIAGE
- * VARIOUS TEXTURES OF PLANT MATERIAL
- * LOW MAINTENANCE
- * NON-INVASIVE TO SURROUNDING SLOPES



PROPOSED TREES

MOULTON NIGUEL WATER DISTRICT PLANT PALETTE CONCEPT PHOTOS

26159 GORDON ROAD
LAGUNA HILLS, CA 92653



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10 edelman
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F 949.863.1381

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10/25/18	PLANNING RESUBMITTAL 02

PA / PM:	M. MLADENOFF
DRAWN BY:	
JOB NO.:	IRV14-0198-03

SHEET
L1.2

ABBREVIATIONS

(450.00)	INDICATES EXISTING ELEVATION	NO.	NUMBER
450.00	INDICATES PROPOSED ELEVATION	MAX	MAXIMUM
AB	AGGREGATE BASE	ME	MATCHING EXISTING
AC	ASPHALTIC CONCRETE	MIN	MINIMUM
AD	AREA DRAIN	O.C	ON CENTER
BC	BEGINNING OF CURVE	PCC	PORTLAND CEMENT CONCRETE
CATV	CABLE TELEVISION	PERF	PERFORATED
CL	CENTERLINE	PIV	POST INDICATOR VALVE
CLR	CLEAR	PL	PROPERTY LINE
CONC	CONCRETE	PSI	POUNDS PER SQUARE INCH
DI	DROP INLET	R/W	RIGHT OF WAY
EG	EXISTING GROUND	RET.	RETAINING
EP	EDGE OF PAVEMENT	RIM	RIM ELEVATION
EX	EXISTING	ROW	RIGHT OF WAY
FDC	FIRE DEPARTMENT CONECTION	RWL	RAIN WATER LEADER
FF	FINISH FLOOR	S/W	SIDEWALK
FG	FINISH GRADE	SD	STORM DRAIN
FL	FLOWLINE	SDCB	STORM DRAIN CATCH BASIN
FS	FINISH SURFACE	SDCO	STORM DRAIN CLEAN OUT
GB	GRADE BREAK	SS	SANITARY SEWER
GS	GROUND SURFACE	SSPWC	STANDARD SPECIFICATIONS FOR
HP	HIGH POINT		PUBLIC WORKS CONSTRUCTION
ICV	IRRIGATION CONTROL VALVE	TC	TOP OF CURB
INV	INVERT ELEVATION	TR	TOP OF RAMP
IRR	IRRIGATION	TW	TOP OF WALL
JB	JUNCTION BOX	TYP.	TYPICAL
L/S	LANDSCAPE	W/	WITH
LIP	LIP OF GUTTER	W	WATER LINE
LP	LOW POINT		
TG	TOP OF GRATE		

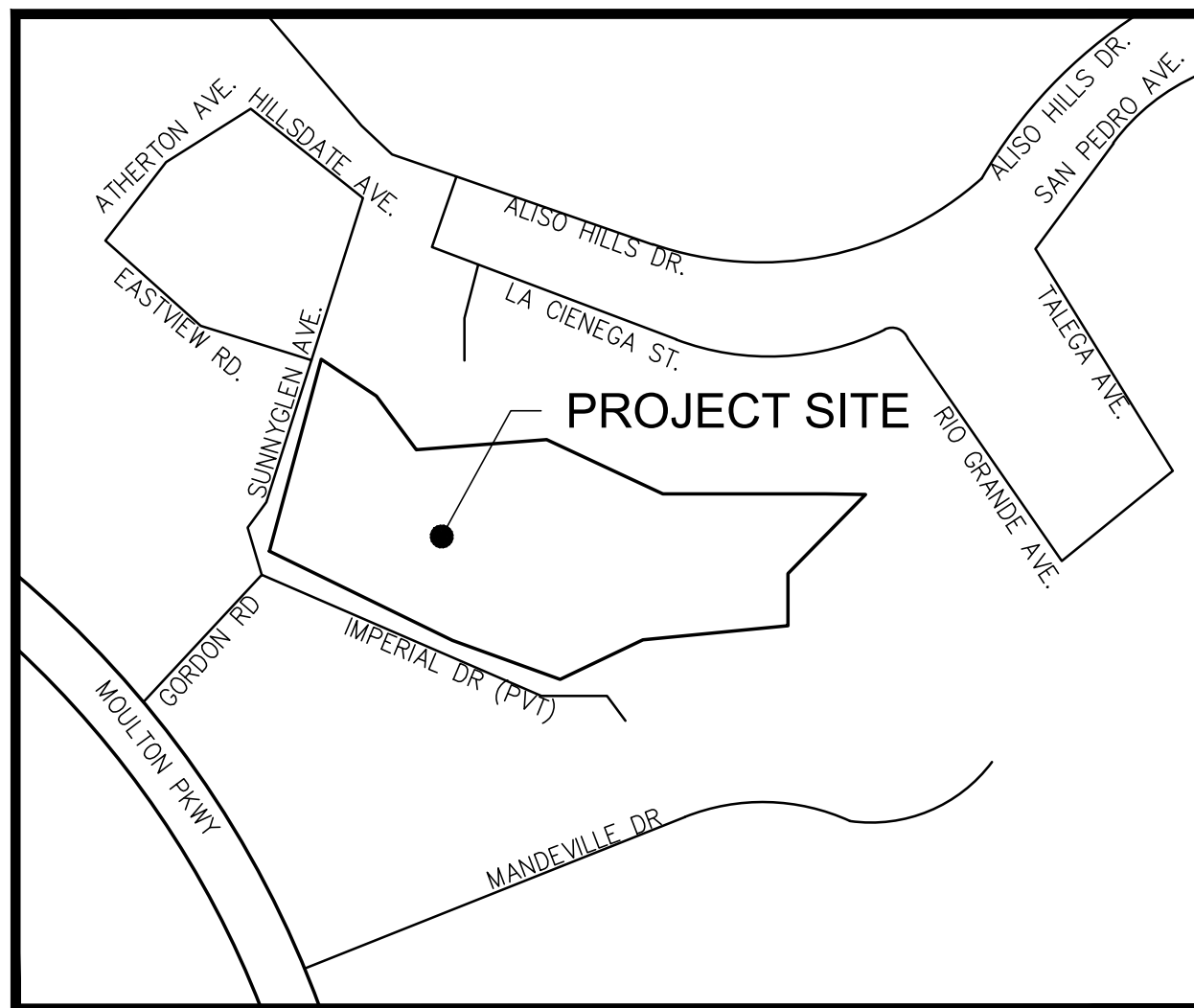
SHEET INDEX

TITLE SHEET	C1.0
NOTES TO CONTRACTOR	C1.1
DEMOLITION PLAN	C2.0
DEMOLITION PLAN	C2.1
HORIZONTAL CONTROL PLAN	C3.0
HORIZONTAL CONTROL PLAN	C3.1
HORIZONTAL CONTROL PLAN	C3.2
HORIZONTAL CONTROL PLAN	C3.3
HORIZONTAL CONTROL PLAN	C3.4
HORIZONTAL CONTROL PLAN	C3.5
HORIZONTAL CONTROL PLAN	C3.6
GRADING PLAN	C4.0
GRADING PLAN	C4.1
GRADING PLAN	C4.2
GRADING PLAN	C4.3
GRADING PLAN	C4.4
GRADING PLAN	C4.5
CONCRETE CHANNEL PLAN AND PROFILE	C5.0
CONCRETE CHANNEL PLAN AND PROFILE	C5.1
CONCRETE CHANNEL PLAN AND PROFILE	C5.2
CONCRETE CHANNEL PLAN AND PROFILE	C5.3
CONCRETE CHANNEL PLAN AND PROFILE	C5.4
CONCRETE CHANNEL PLAN AND PROFILE	C5.5
UTILITIES PLAN	C6.0
UTILITIES PLAN	C6.1
UTILITIES PLAN	C6.2
UTILITIES PLAN	C6.3
UTILITIES PLAN	C6.4
UTILITIES PLAN	C6.5
UTILITIES PLAN	C6.6
UTILITIES PLAN	C6.7
UTILITIES PLAN	C6.8
UTILITIES PLAN	C6.9
EROSION CONTROL	C7.0
EROSION CONTROL	C7.1
EROSION CONTROL	C7.2
EROSION CONTROL	C7.3
EROSION CONTROL	C7.4
EROSION CONTROL	C7.5
EROSION CONTROL	C7.6
EROSION CONTROL	C7.7

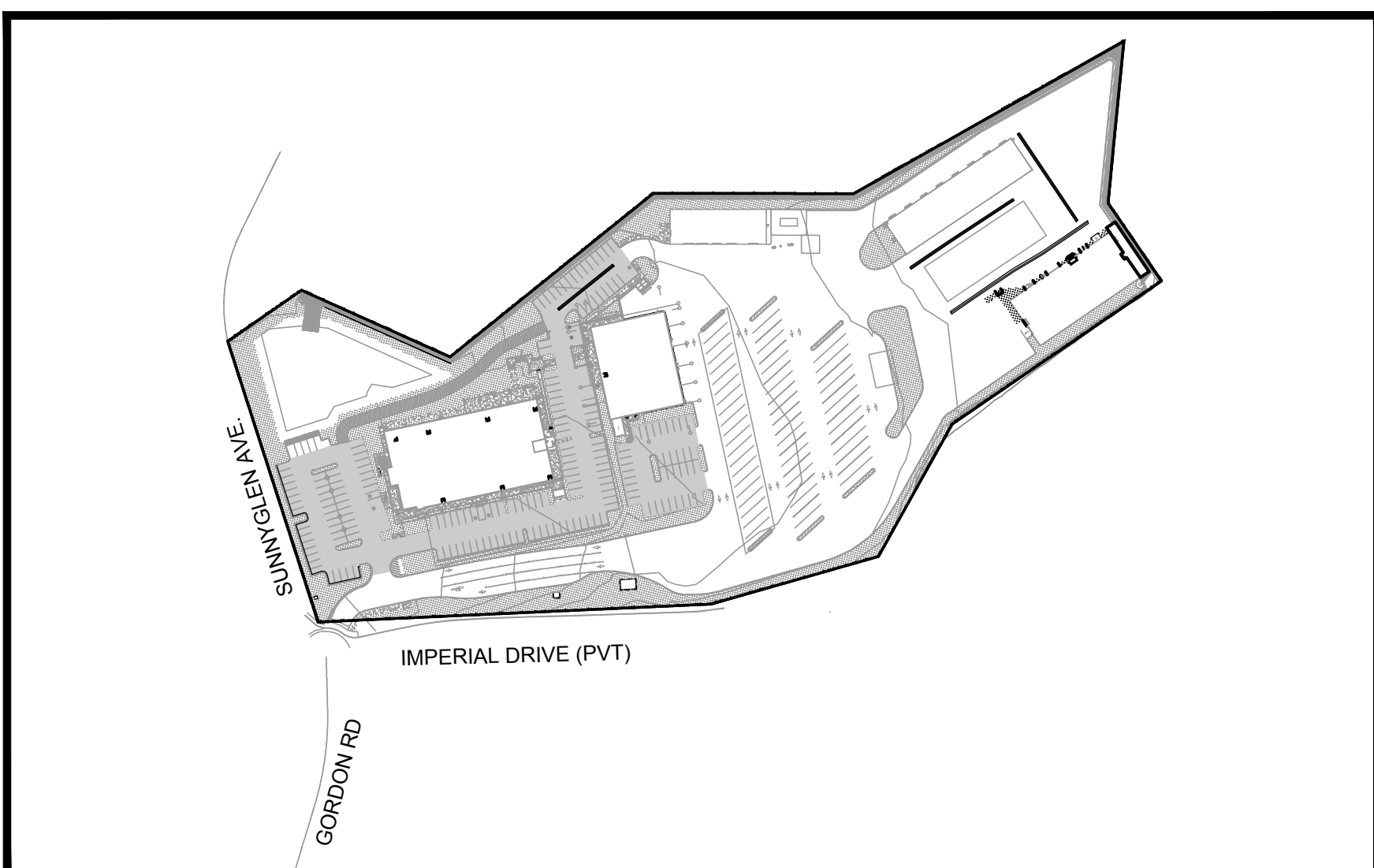
MOULTON NIGUEL WATER DISTRICT

CITY OF LAGUNA HILLS

26161 GORDON RD.
LAGUNA HILLS, CA 92653



VICINITY MAP
NOT TO SCALE



KEY MAP
SCALE = 1" = 250'

PROJECT TEAM

PROJECT TEAM	
CIVIL ENGINEER:	WARE MALCOMB. 10 EDELMAN IRVINE, CA 92618
	PM: MEHDI KESHMIRI, PE
SURVEYOR:	WARE MALCOMB. 10 EDELMAN IRVINE, CA 92618
	PM: MEHDI KESHMIRI, PE
OWNER	MOULTON NIGUEL WATER DISTRICT
	MATT COLLINGS PHONE: (949) 831-2500 ADDRESS: 27500 LA PAZ ROAD LAGUNA NIGUEL, CA 92677

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAGUNA HILLS, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: THAT PORTION OF THE NORTH HALF OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, ACCORDING TO AN OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, MAY 19, 1873, DESCRIBED AS FOLLOWS: COMMENCING IN THE WEST LINE OF SAID DISTRICT LAND OFFICE, AND PROCEEDING EAST ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID DISTRICT LAND OFFICE, AS SHOWN ON A MAP FILED IN BOOK "PAGE 9 OF RECORD OF SURVEY" IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 89° 19' 42" EAST 2291.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 86° 15' 00" EAST 188.58 FEET; THENCE SOUTH 35° 40' 00" EAST 215.06; THENCE NORTH 82° 00' 00" EAST 345.00 FEET; THENCE SOUTH 59° 00' 00" EAST 265.00 FEET; THENCE SOUTH 88° 30' 00" EAST 410.00 FEET; THENCE SOUTH 36° 30' 00" WEST 215.00 FEET; THENCE SOUTH 3° 30' 00" EAST 125.00 FEET; THENCE SOUTH 3° 30' 00" WEST 125.00 FEET; THENCE SOUTH 3° 30' 00" WEST 125.00 FEET; THENCE SOUTH 3° 30' 00" WEST 125.00 FEET; THENCE SOUTH 3° 30' 00" WEST 125.00 FEET; THENCE NORTH 61° 45' 00" WEST 520.00 FEET; THENCE NORTH 13° 00' 00" EAST 795.00 FEET TO THE TRUE POINT OF BEGINNING. APPL: 625-311-01

EARTHWORK QUANTITY

RAW CUT	39,000 CY
RAW FILL	32,000 CY
NET CUT	7,000 CY

NOTE: 1. THE EARTHWORK QUANTITIES LISTED ON THESE PLANS ARE STATED ONLY FOR CALCULATION OF GRADING AND BUILDING PERMIT FEES. THESE QUANTITIES DO NOT INCLUDE TRENCH OR FOOTING SPOOLS, SHRINK OR SWELL FROM COMPACTING EFFORTS OR OTHER VARIABLES. THE ENGINEER MAKES NO REPRESENTATION THIS SITE WILL BALANCE. THE CONTRACTOR SHALL DETERMINE HIS OWN EARTHWORK QUANTITIES AND BASE HIS BID ACCORDINGLY.

2. TAKE OFF ASSUMES UTILIZING EXISTING SITE CONCRETE, PAVING AND BASE ROCK FOR SELECT IMPACT AND CLASS II AB.

BASIS OF BEARINGS

BEARING N40°14'31"W ALONG THE CENTERLINE OF MOULTON PARKWAY BETWEEN ITS INTERSECTION WITH THE CENTERLINE OF ALICIA PARKWAY AND THE SOUTH-EASTERLY BC BEING DISTANT SELY 17.41' FROM THE INTERSECTION OF MOULTON PARKWAY AND GORDON ROAD, PER TRACT 12045 BOOK 539 PAGES 32-37, M.M. (R4) WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

BENCHMARK

OC SURVEY BENCHMARK NO. 3HH-20-91. DESCRIBED BY OCS 2003 - FOUND 3' Ø OCS ALUMINUM BENCHMARK DISK STAMPED '3HH-20-91'. SET IN THE NORTH-WESTERLY CORNER OF A 4 FT. BY 14. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE EASTERLY CORNER OF THE INTERSECTION OF ALICIA PARKWAY AND ALISO HILLS DRIVE, 54 FT. WESTERLY OF THE CENTERLINE OF ALICIA PARKWAY AND 59 FT. NORTHERLY OF THE CENTERLINE OF ALISO HILLS DRIVE. MONUMENT IS SET LEVEL WITH THE SIDEWALK. ELEVATION: 258.279 (NAVD88)

APPROVED:
CITY OF LAGUNA HILLS

KENNETH H. ROSENFELD, P.E.
CITY ENGINEER
RCE NO. 33496 EXP. 6/30/18

DATE _____



**Know what's below.
Call 811 before you dig.**

GRADING NOTES

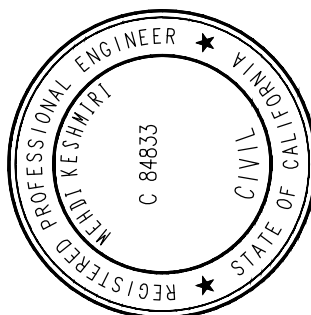
1.	ALL WORK SHALL BE IN ACCORDANCE WITH THE GRADING CODE OF THE CITY OF LAGUNA HILLS AND ANY SPECIAL REQUIREMENTS OF THE PERMIT. A COPY OF THE GRADING CODE AND MANUAL SHALL BE RETAINED ON THE JOB SITE WHILE WORK IS IN PROGRESS, WHEN REFERENCED ON THE PLANS. A COPY OF ORANGE COUNTY PUBLIC WORKS STANDARD PLANS AND STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION SHALL ALSO BE RETAINED ON THE SITE.
2.	GRADING SHALL NOT BE STARTED WITHOUT FIRST NOTIFYING THE GRADING INSPECTOR. A PRE-GRADING MEETING ON THE SITE IS REQUIRED BEFORE START OF GRADING WITH THE FOLLOWING PEOPLE PRESENT: OWNER, GRADING CONTRACTOR, DESIGN CIVIL ENGINEER, SOIL ENGINEER, ENGINEERING GEOLOGIST, GRADING INSPECTOR AND WHEN REQUIRED, THE ARCHAEOLOGIST AND PALEONTOLOGIST. THE REQUIRED INSPECTIONS FOR GRADING WILL BE EXPLAINED AT THIS MEETING.
3.	ISSUANCE OF A GRADING PERMIT DOES NOT ELIMINATE THE NEED FOR AN EROSION CONTROL PLAN OR PERMITS FROM OTHER AGENCIES WITH REGULATORY RESPONSIBILITIES FOR CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE WORK AUTHORIZED ON THIS PLAN.
4.	THE GRADING PERMIT AND AN APPROVED COPY OF THE GRADING PLAN SHALL BE ON THE PERMITTED SITE WHILE WORK IS IN PROGRESS.
5.	SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE DURING THE CONSTRUCTION PERIOD.
6.	THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL PERFORM SUFFICIENT INSPECTIONS AND BE AVAILABLE DURING GRADING AND CONSTRUCTION TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND THE CODE WITHIN THEIR PURVIEW.
7.	THE CIVIL ENGINEER SHALL BE AVAILABLE DURING GRADING TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, CODE AND ANY SPECIAL CONDITIONS OF THE PERMIT WITHIN THEIR PURVIEW.
8.	THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL, AFTER CLEARING AND PRIOR TO THE PLACEMENT OF FILL IN CANYON, INSPECT EACH CANYON FOR AREAS OF ADVERSE STABILITY AND DETERMINE THE PRESENCE OR ABSENCE OF SUBSURFACE WATER OR SPRING FLOW. IF NEEDED, SUBDRAINS WILL BE DESIGNED AND CONSTRUCTED PRIOR TO THE PLACEMENT OF FILL IN EACH RESPECTIVE CANYON.
9.	SUBDRAIN OUTLETS SHALL BE COMPLETED AT THE BEGINNING OF THE SUBDRAIN CONSTRUCTION.
10.	THE EXACT LOCATION OF THE SUBDRAINS SHALL BE SURVEYED IN THE FIELD FOR LINE/GRADE AND SHOWN ON AS-GRADED PLANS.
11.	AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND APPROVED IN WRITING BY THE SOILS ENGINEER AND THE GRADING INSPECTOR PRIOR TO PLACING FILL.
12.	FILLS SHALL BE BENCHED INTO COMPETENT MATERIAL PER ORANGE COUNTY PUBLIC WORKS STANDARD PLAN NO. 1322.
13.	ALL EXISTING FILLS SHALL BE APPROVED BY THE GRADING INSPECTOR OR REMOVED PRIOR TO PLACING ADDITIONAL FILLS.
14.	FILLS SHALL BE COMPACTED THROUGHOUT TO A MINIMUM OF 90% RELATIVE COMPACTION. AGGREGATE BASE FOR ASPHALTIC AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. MAXIMUM DENSITY BY UNIFORM BUILDING CODE STANDARD NO. 70-1 OR APPROVED EQUIVALENT AND FIELD DENSITY BY UNIFORM BUILDING CODE STANDARD NO. 70-2 OR APPROVED EQUIVALENT.
15.	CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL (2:1) EXCEPT WHERE SPECIFICALLY APPROVED OTHERWISE.
16.	ALL CUT SLOPES SHALL BE INVESTIGATED BOTH DURING AND AFTER GRADING BY THE ENGINEERING GEOLOGIST TO DETERMINE IF ANY SLOPE STABILITY PROBLEM EXISTS. SHOULD EXCAVATION DISCLOSE ANY GEOLOGICAL HAZARDS OR POTENTIAL GEOLOGICAL HAZARDS, THE ENGINEERING GEOLOGIST SHALL SUBMIT RECOMMENDED TREATMENT TO THE GRADING INSPECTOR FOR APPROVAL.
17.	WHERE SUPPORT OR BUTTRESSING OF CUT AND NATURAL SLOPES IS DETERMINED TO BE NECESSARY BY THE ENGINEERING GEOLOGIST AND SOIL ENGINEER, THE SOIL ENGINEER SHALL SUBMIT DESIGN, LOCATION AND CALCULATIONS TO THE GRADING INSPECTOR PRIOR TO CONSTRUCTION. THE ENGINEERING GEOLOGIST AND SOIL ENGINEER SHALL INSPECT AND CONTROL THE CONSTRUCTION OF THE BUTTRESSING AND CERTIFY TO THE STABILITY OF THE SLOPE AND ADJACENT STRUCTURES UPON COMPLETION.
18.	WHEN CUT PADS ARE BROUGHT TO NEAR GRADE, THE ENGINEERING GEOLOGIST SHALL DETERMINE IF THE BEDROCK IS EXTENSIVELY FRACTURED OR FAULTED AND WILL READILY TRANSMIT WATER. IF CONSIDERED NECESSARY BY THE ENGINEERING GEOLOGIST AND SOIL ENGINEER, A COMPACTED FILL BLANKET WILL BE PLACED
19.	ALL TRENCH BACKFILLS SHALL BE TESTED AND APPROVED BY THE SOIL ENGINEER PER THE GRADING CODE.
20.	ANY EXISTING IRRIGATION LINES AND CISTERNS SHALL BE REMOVED OR CRUSHED IN PLACE AND APPROVED BY THE GRADING INSPECTOR AND SOIL ENGINEER.
21.	ANY EXISTING WATER WELLS SHALL BE ABANDONED IN COMPLIANCE WITH THE SPECIFICATIONS APPROVED BY THE ORANGE COUNTY HEALTH CARE AGENCY, AND DIVISION OF ENVIRONMENTAL HEALTH.
22.	ANY EXISTING CESSPOOLS AND SEPTIC TANKS SHALL BE ABANDONED IN COMPLIANCE WITH THE UNIFORM PLUMBING CODE TO THE APPROVAL OF THE GRADING INSPECTOR.
23.	STOCKPILING OF EXCESS MATERIAL SHALL BE APPROVED BY THE GRADING INSPECTOR PRIOR TO EXCAVATION.
24.	EXPORT SOIL MUST BE TRANSPORTED TO A LEGAL DUMP OR TO A PERMITTED SITE APPROVED BY THE GRADING INSPECTOR.
25.	THE PERMITTEE SHALL COMPLY WITH THE GRADING CODE REQUIREMENTS FOR HAUL ROUTES WHEN AN EXCESS OF 5,000 CUBIC YARDS OF EARTH IS TRANSPORTED TO OR FROM A PERMITTED SITE ON PUBLIC ROADWAYS.
26.	THE PERMITTEE IS RESPONSIBLE FOR DUST CONTROL MEASURES.
27.	THE PERMITTEE SHALL GIVE RESPONSIBLE NOTICE TO THE OWNER OF ADJOINING LANDS AND BUILDINGS PRIOR TO BEGINNING EXCAVATIONS THAT MAY AFFECT THE LATERAL AND SUBJACENT SUPPORT OF THE ADJOINING PROPERTY. THE NOTICE SHALL STATE THE INTENDED DEPTH OF EXCAVATION AND WHEN THE EXCAVATION WILL COMMENCE. THE ADJOINING OWNER SHALL BE ALLOWED AT LEAST 30 DAYS AND REASONABLE ACCESS ON THE PERMITTED PROPERTY TO PROTECT HIS STRUCTURE, IF HE SO DESIRES, UNLESS OTHERWISE PROTECTED BY LAW.
28.	ALL CONCRETE STRUCTURES THAT COME IN CONTACT WITH THE ON-SITE SOILS SHALL BE CONSTRUCTED WITH TYPE V CEMENT, UNLESS DEEMED UNNECESSARY BY SOLUBLE SULPHATE-CONTENT TESTS CONDUCTED BY THE SOILS ENGINEER.
29.	SLOPES EXCEEDING 5 FEET IN HEIGHT SHALL BE PLANTED WITH AN APPROVED PLANT MATERIAL PRIOR TO CERTIFICATE OF OCCUPANCY. IN ADDITION, SLOPES EXCEEDING 15 FEET IN HEIGHT SHALL BE PROVIDED WITH AN APPROVED IRRIGATION SYSTEM.
30.	ALL EXISTING DRAINAGE COURSES THROUGH THIS SITE SHALL REMAIN OPEN UNTIL FACILITIES TO HANDLE STORMWATER ARE APPROVED AND FUNCTIONAL; HOWEVER, IN ANY CASE, THE PERMITTEE SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL DRAINAGE PATTERNS.
31.	TEMPORARY SANITATION FACILITIES SHALL BE MAINTAINED ON THE SITE DURING THE COURSE OF CONSTRUCTION.
32.	THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE PERMITTEE.
33.	APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING.
34.	GRADING OPERATIONS INCLUDING MAINTENANCE OF EQUIPMENT WITHIN ONE-HALF MILE OF A HUMAN OCCUPANCY SHALL NOT BE CONDUCTED BETWEEN THE HOURS OF 6:00 P.M. AND 7:00 A.M. DAILY, ON SUNDAY, OR ON A FEDERAL HOLIDAY.
35.	ALL CONSTRUCTION VEHICLES OR EQUIPMENT, FIXED OR MOBILE, OPERATED WITHIN 1,000 FEET OF A DWELLING SHALL BE EQUIPPED WITH PROPERLY OPERATING AND MAINTAINED MUFFLERS.
36.	ALL OPERATIONS SHALL COMPLY WITH THE LAGUNA HILLS MUNICIPAL CODE FOR NOISE CONTROL.
37.	STOCKPILING AND/OR VEHICLE STAGING AREAS SHALL BE LOCATED AS FAR AS PRACTICABLE FROM DWELLINGS AND WITHIN THE LIMITS OF THE GRADING PERMIT.
38.	GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
39.	PAVEMENT SECTIONS SHALL BE NO LESS THAN 4" ASPHALT CONCRETE OVER 6" AGGREGATE BASE AND PRIOR TO ROUGH GRADE RELEASE FOR BUILDING PERMITS BY THE GRADING INSPECTOR, THE SOILS ENGINEER SHALL SUBMIT FOR APPROVAL, PAVEMENT SECTION RECOMMENDATIONS BASED ON R' VALUE ANALYSIS OF THE SUB-GRADE SOILS, AND EXPECTED TRAFFIC INDICES.
40.	ASPHALT CONCRETE SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE ORANGE COUNTY PUBLIC WORKS STANDARD PLAN NO. 1805.
41.	AGGREGATE BASE SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE ORANGE COUNTY PUBLIC WORKS STANDARD NO. 1804.
42.	ROOF GUTTERS SHALL BE INSTALLED TO PREVENT ROOF DRAINAGE FROM FALLING ON MANUFACTURED SLOPES.
43.	THE CIVIL ENGINEER, AS A CONDITION OF ROUGH GRADE APPROVAL, SHALL PROVIDE A BLUE TOP WITH ACCOMPANYING WITNESS STAKE, SET AT THE CENTER OF EACH PAD REFLECTING THE PAD ELEVATION FOR PRECISE PERMITS AND A BLUE TOP WITH WITNESS STAKE SET AT THE DRAINAGE SCALE HIGH POINT REFLECTING THE HIGH POINT ELEVATION FOR PRELIMINARY PERMITS.
44.	PRIOR TO FINAL APPROVAL, THE CIVIL ENGINEER SHALL CERTIFY TO THE GRADING INSPECTOR THE AMOUNT OF EARTH MOVED DURING THE GRADING OPERATION.
45.	THE ENGINEERING GEOLOGIST SHALL PERFORM PERIODIC INSPECTION AND SUBMIT A COMPLETE REPORT AND MAP UPON COMPLETION OF THE ROUGH GRADING.
46.	THE GRADING CONTRACTOR SHALL SUBMIT A STATEMENT OF COMPLIANCE TO THE APPROVED GRADING PLAN PRIOR TO FINAL APPROVAL.
47.	THE COMPACTION REPORT AND APPROVAL FROM THE SOIL ENGINEER SHALL INDICATE THE TYPE OF FIELD-TESTING PERFORMED, THE METHOD OF OBTAINING THE IN-PLACE DENSITY SHALL BE IDENTIFIED WHETHER SAND CONE, DRIVE RING, OR NUCLEAR, AND SHALL BE NOTED FOR EACH TEST. SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.
48.	IN THE EVENT THAT SOIL CONTAMINATION IS DISCOVERED DURING EXCAVATION AND REMOVAL OF AN EXISTING TANK, WORK SHALL BE STOPPED UNTIL A SITE ASSESSMENT AND MITIGATION PLAN HAS BEEN PREPARED, SUBMITTED AND APPROVED BY COUNTY OF ORANGE ENVIRONMENTAL HEALTH AND THE CITY.
49.	SURVEY MONUMENTS SHALL BE PRESERVED AND REFERENCED BEFORE CONSTRUCTION AND REPLACED AFTER CONSTRUCTION PURSUANT TO SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE.
50.	RETAINING WALLS ARE NOT APPROVED PER THIS GRADING PLAN. RETAINING WALLS REQUIRE A SEPARATE BUILDING PERMIT.
51.	OTHER BUILDING IMPROVEMENTS SUCH AS STAIRS, SWIMMING POOLS, ETC. REQUIRE A SEPARATE BUILDING PERMIT.

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF WARE MALCOMB. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF WARE MALCOMB PRIOR TO THE COMMENCEMENT OF ANY WORK.

architecture

planning
interiors
graphics
civil engineering

10 edelman
irvine. california 92618
p 949.660.9128
f 949.863.1581



MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD.
LAGUNA HILLS, CA 92653

Attachment: Plans (1725 : MNWD Operations Center and Site Consolidation Project)

[illegible]

PA / PM:

DRAWN BY:	B.R./M.R.
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JOB NO.: IRV14-0198-00

SHEET

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NOT FOR CONSTRUCTION

GENERAL NOTES

A.	ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE CODES AND LOCAL REQUIREMENTS. CONTRACTORS MUST COMPLY WITH CONTRACTOR REGISTRATION REQUIREMENTS OF ALL GOVERNING AUTHORITIES. ALL REQUIRED CITY / COUNTY / STATE PERMITS SHALL BE ACQUIRED AND PAID FOR BY BJS RESTAURANTS INC., ALL OTHER PERMITS SHALL BE SECURED AND PAID FOR BY THE GENERAL CONTRACTOR.
B.	DISCREPANCIES BETWEEN PORTIONS OF THE CONTRACT DOCUMENTS, DRAWINGS, AND SPECIFICATIONS ARE NOT INTENDED. STATED DIMENSIONS TAKE PRECEDENCE OVER GRAPHICS. DO NOT SCALE DRAWINGS TO DETERMINE LOCATIONS. THE CONTRACTOR IS TO CLARIFY ANY SUCH DISCREPANCIES WITH THE ENGINEER PRIOR TO COMMENCING WORK.
C.	IF REQUESTED BY THE PROJECT OWNER, WARE MALCOMB MAY PROVIDE THE CONTRACTOR WITH ELECTRONIC DOCUMENTS FOR INFORMATIONAL PURPOSES. THE ENGINEER OF RECORD ASSUMES NO RESPONSIBILITY FOR THE USE OF SUCH FILES FOR CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE INFORMATION CONTAINED IN SUCH FILES AS THEY MAY COMPARE TO THE INFORMATION ON THE SIGNED AND SEALED HARDCOPY DOCUMENTS.
C.	APPROVED PLANS SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKMEN. ALL CONSTRUCTION SETS SHALL REFLECT SAME INFORMATION. CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF PLANS ON THE PREMISES IN GOOD CONDITION AT ALL TIMES. THIS SHALL INCLUDE ALL ADDENDA AND CHANGE ORDERS.
D.	GENERAL CONTRACTOR TO REFER TO THESE DOCUMENTS AS WELL AS ANY APPLICABLE SPECIFICATIONS FOR IDENTIFICATION OF ALL OWNER SUPPLIED ITEMS. ALL ITEMS NOT MARKED AS OWNER SUPPLIED ARE TO BE SUPPLIED BY THE GENERAL CONTRACTOR. UNLESS NOTED OTHERWISE, ALL ITEMS ARE TO BE INSTALLED BY GENERAL CONTRACTOR.
E.	CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL WHILE WORKING IN THE PUBLIC RIGHT OF WAY OR ADJOINING PROPERTIES. ALL SIGNAGE AND TRAFFIC CONTROL DEVICES SHALL BE PROVIDED IN ACCORDANCE WITH CITY OF LAGUNA HILLS, COUNTY OF ORANGE CALIFORNIA. IF A MAINTENANCE OF TRAFFIC PLAN IS NECESSARY, THE PLAN SHALL BE PREPARED BY A PROFESSIONAL ENGINEER LICENSED WITH THE LOCAL OF THE PROJECT. MAINTENANCE OF TRAFFIC PLANS WHICH ARE NOT INCLUDED IN THIS SET OF DRAWINGS ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
F.	UTILITIES SHOWN ARE TAKEN FROM THE SURVEY AND RECORDS OF RESPECTIVE UTILITY COMPANIES AND DO NOT NECESSARILY REPRESENT ALL UNDERGROUND UTILITIES ADJACENT TO OR ON THE SITE SHOWN ON PLAN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE EXECUTION OF THE WORK.
G.	ALL SITE WORK AND PAVING SHALL BE IN ACCORDANCE WITH OR SURPASS RECOMMENDATIONS OF THE GEOTECHNICAL REPORT. IF THE GEOTECHNICAL REPORT CONFLICTS WITH DRAWINGS AND SPECIFICATIONS, THE MORE PROHIBITIVE OF THE TWO SHALL TAKE PRECEDENCE AND BE CONSIDERED THE INTENT OF THE BID DOCUMENTS. THE OWNER AND/OR GEOTECHNICAL ENGINEER ACCEPT NO RESPONSIBILITY FOR THE ACCURACY OF THE SOILS REPORT RECOMMENDATIONS REGARDING GRADING, TRENCHING, ETC. CONTACT THE GEOTECHNICAL ENGINEER FOR INSTRUCTIONS PRIOR TO THE CONTINUATION OF WORK SHOULD ANY UNUSUAL CONDITIONS BECOME APPARENT DURING GRADING OR FOUNDATION CONSTRUCTION.
H.	4' MINIMUM WIDTH ACCESSIBLE ROUTE FROM BUILDING TO PUBLIC RIGHT-OF-WAY. THE ACCESSIBLE ROUTE IDENTIFIED ON THE PLAN SHALL BE IN COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE FINAL ACCESSIBLE ROUTE IS CONSISTENT WITH THE DESIGN SHOWN AND CONSTRUCTED IN SUCH A WAY AS TO MEET ALL APPLICABLE REQUIREMENTS. CODE REFERENCES LISTED IN THE PLANS IDENTIFY THE APPLICABLE SECTION OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN IN THE CALIFORNIA BUILDING CODE. THE CONTRACTOR SHALL BE RESPONSIBLE TO BE KNOWLEDGEABLE OF ANY ADDENDA OR UPDATE TO THE FEDERAL, STATE AND LOCAL ACCESSIBILITY LAWS AND CODES.
I.	FOR CONSTRUCTION DETAILS NOT SHOWN, USE THE MANUFACTURER'S APPROVED SHOP DRAWINGS / DATA SHEETS IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND LOCAL REGULATIONS.
J.	ALL TRAFFIC CONTROL DEVICES SHALL BE INSTALLED AND MAINTAINED IN CONFORMANCE WITH THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

SITE NOTES

A.	TAPER LAST 10' OF 6" CURB FROM TYPICAL CURB DETAIL TO MEET AND MATCH CONFIGURATION AND ELEVATION OF EXISTING ADJOINING CURB, PAVEMENT, OR SIDEWALK, OR TAPER CURB AT EXISTING SIDEWALK.
B.	ACCESSIBLE PARKING TO MEET ADA AND LOCAL ACCESSIBILITY CODES AND REQUIREMENTS.
C.	PROVIDE A 4' MINIMUM WIDTH ACCESSIBLE ROUTE FROM BUILDING TO PUBLIC RIGHT-OF-WAY PER PLAN. CROSS SLOPE IS NOT TO EXCEED 2.00%; RUNNING SLOPE NOT TO EXCEED 5.00%.
D.	ALL RADII ARE 5.0' OR HALF THE ISLAND WIDTH UNLESS OTHERWISE NOTED.
E.	ALL DIMENSIONS ARE TO FACE OF CURB AND BUILDING FOUNDATION WALL UNLESS OTHERWISE NOTED.
F.	PAVEMENT STRIPING SHALL BE ALKTD-READY MIX PER DOT SPECIFICATIONS.
G.	ALL SIGNAGE SHALL COMPLY WITH LOCAL REQUIREMENTS. VERIFY STYLE WITH OWNERS REPRESENTATIVE.
H.	TRASH ENCLOSURE APRON TO BE INSTALLED PER CONCRETE TURN DOWN EDGE DETAIL.

DEMOLITION NOTES

A.	BUILDING AND APPURTENANCES DESIGNATED FOR DEMOLITION SHALL NOT BE DISTURBED BY THE CONTRACTOR UNTIL FURNISHED WITH NOTICE OF POSSESSION AND APPROVAL TO PROCEED FROM OWNER. THE CONTRACTOR SHALL COORDINATE THE SCHEDULE WITH EXISTING TENANTS AND ADJACENT PROPERTY OWNERS.
B.	FOUNDATIONS, SLABS, ALL UNDERGROUND STRUCTURES, AND UTILITIES DESIGNATED FOR REMOVAL SHALL BE REMOVED ENTIRELY. AREAS TO BE BACK FILLED IN ACCORDANCE WITH GEOTECHNICAL REPORT.
C.	ALL MATERIAL, EXCEPT THAT BELONGING TO A PUBLIC UTILITY COMPANY OR AS IDENTIFIED BY THE OWNER SHALL BECOME PROPERTY OF THE CONTRACTOR. CONTRACTOR SHALL NOTIFY OWNER OF WATER, ELECTRIC OR GAS METERS WHEN METERS ARE READY FOR REMOVAL. CONTRACTOR IS RESPONSIBLE FOR DISCONNECTING ALL UTILITIES IN COMPLIANCE WITH LOCAL REQUIREMENTS.
D.	CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES THAT ARE INTENDED TO PROVIDE SERVICE WHETHER SHOWN ON THE PLANS OR NOT.
E.	ALL EXISTING UTILITIES WITHIN THE BUILDING PAD AREA ARE TO BE COMPLETELY REMOVED, UNLESS NOTED OTHERWISE ON THE PLANS.
F.	CONTRACTOR TO VERIFY THAT ALL UTILITIES HAVE BEEN ABANDONED OR PROPERLY SHUTOFF PRIOR TO EXCAVATION.
G.	EXISTING UTILITIES AND TOPO LOCATIONS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR VERIFYING ALL EXISTING UTILITY LOCATION WHETHER SHOWN ON PLANS OR NOT.
H.	ALL DEBRIS FROM DEMOLITION, NOT BEING REUSED, SHALL BE HAULED OFF SITE AND DISPOSED OF BY LEGAL MEANS.
I.	CONTRACTOR SHALL ERECT AND MAINTAIN TEMPORARY FENCE, 6 FOOT MINIMUM HEIGHT, FOR THE DURATION OF ALL DEMOLITION PHASES. UPON COMPLETION OF DEMOLITION PHASES, FENCE MAINTENANCE SHALL BE RESPONSIBILITY OF THE SITE CONTRACTOR.
J.	CONTRACTOR SHALL NOT RESTRICT ACCESS TO ADJOINING PROPERTIES DURING DEMOLITION OR CONSTRUCTION. ACCESS SHALL BE MAINTAINED SO AS NOT TO INTERRUPT NORMAL OPERATIONS OF ADJACENT FACILITIES.
K.	CONTRACTOR SHALL NOT ALLOW ANY UTILITY OR SERVICES TO THE NEIGHBORING PROPERTY(S) TO BE INTERRUPTED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE RESPECTIVE OWNERS. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL UTILITY SERVICES TO THE NEIGHBORING BUILDINGS. IF IT IS NECESSARY FOR CONNECTIONS TO BE INTERRUPTED, THE CONTRACTOR IS RESPONSIBLE TO PROVIDE TEMPORARY SERVICES (I.E. GENERATORS, PORTABLE GAS TANKS, ETC.). THE CONTRACTOR IS RESPONSIBLE TO COORDINATE ALL UTILITY ABANDONMENT AND REMOVAL WITH THE RESPECTIVE UTILITY COMPANIES.
L.	ANY EXISTING UTILITIES COMPLETELY EXCAVATED AND REMOVED SHALL BE BACKFILLED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
M.	WORK CANNOT OCCUR OUTSIDE OF THE DEMOLITION LIMITS WITHOUT PRIOR CONSENT OF OWNER, ADJACENT OWNER, AND LOCAL JURISDICTION. ANY TEMPORARY EASEMENTS REQUIRED WHICH ARE NOT DEPICTED IN THE DRAWINGS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
N.	EROSION CONTROL PRACTICES MUST BE IN PLACE AND MAINTAINED DURING DEMOLITION.
O.	GENERAL CONTRACTOR IS TO PRESENT LICENSING INFORMATION TO THE STATE ENVIRONMENTAL PROTECTION AGENCY THIRTY (30) DAYS PRIOR TO COMMENCEMENT OF ANY DEMOLITION.

PAVING NOTES

A.	A. THE COMPACTED SUBGRADE BENEATH PAVEMENTS SHALL BE COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR (ASTM D1557-00) MAXIMUM DENSITY.
B.	ASPHALT PAVEMENT AND AGGREGATE BASE ROCK MATERIALS SHALL BE PROVIDED AND INSTALLED PER THE MOST CURRENT CALTRANS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
C.	ASPHALT CONCRETE - CROSS SECTION SHALL BE AS FOLLOWS: ASPHALT CONCRETE SURFACE COURSE =3-INCHES PER CALTRANS SECTION 39, (a) BASE= 7-INCHES FOR PARKING SPACES AND 10-INCHES FOR DRIVE AISLES PER CALTRANS SECTION 26, CLASS 2 (R-VALUE AT LEAST 78) STABILIZED SUBGRADE= 12-INCHES STABILIZED SUBGRADE, COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR PROCEDURE (ASTM D-698)(PER GEOTECHNICAL REPORT)
D.	PORTLAND CEMENT CONCRETE - CROSS SECTION SHALL BE AS FOLLOWS: PORTLAND CEMENT CONCRETE SURFACE COURSE = 6.0 INCHES, LBR=40 (CALTRANS STANDARD SPECIFICATIONS SECTION 40-1.01D) STABILIZED SUBGRADE= 12-INCHES STABILIZED SUBGRADE (LBR=40), COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR PROCEDURE (ASTM D1557) (SECTIONS 160 & 914) (PER GEOTECHNICAL REPORT)
E.	CONTRACTOR SHALL REFER TO GEOTECHNICAL REPORT FOR SPECIFICATIONS ON PAVEMENT CONSTRUCTION.

GRADING NOTES

A.	THE INFORMATION DEPICTED ON THESE CONSTRUCTION DOCUMENTS IS AS ACCURATE AS POSSIBLE WITH REGARD TO THE INFORMATION PROVIDED BY THE SURVEYOR. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING GRADES PRIOR TO CONSTRUCTION. NOTIFY THE OWNERS REPRESENTATIVE AND THE ENGINEER OF RECORD IMMEDIATELY OF ANY DISCREPANCY FOUND BETWEEN THE FIELD CONDITIONS AND THESE PLANS.
B.	ALL PROPOSED SPOT ELEVATIONS AND CONTOURS SHOWN ON THE PLAN ARE PROPOSED FINISHED GRADES. FINISHED GRADE ADJACENT TO THE BUILDING SHALL BE 4' MINIMUM BELOW THE FINISHWEEP SCREED OF THE BUILDING INCLUDING ANY TOPSOIL, MULCH, AND/OR SOD. THE GENERAL CONTRACTOR SHALL ADJUST SUBGRADE ELEVATIONS ACCORDINGLY TO ENSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING. SEE THE BUILDING PLANS FOR FURTHER DETAILS. GENERAL CONTRACTOR SHALL ALSO ADJUST SUBGRADE ELEVATION IN ALL LANDSCAPED ISLANDS TO ACCOUNT FOR TOPSOIL AND MULCH. SEE LANDSCAPE PLANS FOR FURTHER DETAIL.
C.	WALKS AND SIDEWALKS SHALL HAVE A CONTINUOUS COMMON SURFACE NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING ½", AND SHALL BE A MINIMUM OF 48" IN WIDTH.
D.	WALKING SURFACE CROSS SLOPES SHALL NOT EXCEED ½" PER FOOT.
E.	WALKS, SIDEWALKS AND PEDESTRIAN WAYS SHALL BE FREE OF GRATINGS WHENEVER POSSIBLE. FOR GRATINGS LOCATED IN THE SURFACE OF ANY OF THESE AREAS, GRID OPENINGS IN THE GRATINGS SHALL BE LIMITED TO ½" IN THE DIRECTION OF TRAFFIC FLOW.
F.	ON ACCESSIBLE ROUTES, WHEN THE SLOPE IN THE DIRECTION OF TRAVEL OF ANY WALK EXCEEDS 1V:20H, IT SHALL COMPLY WITH THE PROVISIONS OF A PEDESTRIAN RAMP.
G.	PER CALIFORNIA BUILDING CODE: ON ACCESSIBLE ROUTES, CHANGES IN ELEVATION UP TO ½" ARE ALLOWED, CHANGES GREATER THAN ½" MUST BE BEVELED NO GREATER THAN 1V:2H AND CHANGES GREATER THAN ½" SHALL COMPLY WITH REQUIREMENTS FOR CURB RAMPS.
H.	NO SLOPE SHALL BE GREATER THAN 1V:2H. SLOPES GREATER THAN 1V:2H MUST BE AN ENGINEERED SLOPE OR CONTOURED UTILIZING A RETAINING WALL OR OTHER APPROVED STRUCTURAL MEANS. THE GENERAL CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD IF A DISCREPANCY IS FOUND IN THE FIELD WHICH CREATES A SCOPE CONDITION THAT EXCEEDS 1V:2H. FAILURE TO CONTACT THE ENGINEER PRIOR TO COMMENCING WORK WILL RESULT IN CORRECTIVE MEASURES AT THE CONTRACTOR'S EXPENSE.
I.	ALL WALKS WITH CONTINUOUS SLOPE SHALL HAVE LEVEL AREAS AT LEAST 5 FEET IN LENGTH AT INTERVALS OF AT LEAST EVERY 400 FEET.
J.	ASPHALT ELEVATION ADJACENT TO CATCH BASINS TO BE ¼" ABOVE RIM ELEVATION SHOWN FOR CATCH BASIN (TYPICAL).
K.	INSTALL ALL NECESSARY EROSION CONTROL MEASURES PRIOR TO THE START OF ANY GRADING ACTIVITIES. REFER TO THE EROSION CONTROL PLAN FOR DETAILS AND PROCEDURES.
L.	NO GRADING ACTIVITIES SHALL BE PERFORMED OFF-SITE WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ADJACENT PROPERTY OWNER AND LOCAL JURISDICTION.
M.	EXISTING GRADES SHALL BE MATCHED WITHIN THE LEGAL BOUNDARY UNLESS OTHER PROVISIONS HAVE BEEN MADE.
N.	SOILS IMPORTED INTO THE SITE FOR STRUCTURAL FILL SHALL BE CLEAN AND FREE OF ORGANIC MATERIALS.
O.	O. CONTRACTOR TO ADJUST AND/OR RECONSTRUCT TO PROPOSED GRADE ALL MANHOLES, CLEANOUTS, VALVES, VAULTS, GREASE TRAPS, AND ALL OTHER UTILITY APPURTENANCES AS NEEDED. SEE THE GRADING PLAN FOR PROPOSED GRADING INFORMATION.

UTILITY NOTES

A.	CONTRACTOR IS RESPONSIBLE TO VERIFY ALL EXISTING INVERTS IN THE FIELD. IF ANY DISCREPANCIES ARE FOUND THE CONTRACTOR SHALL CONTACT ENGINEER AND/OR OWNERS REPRESENTATIVE PRIOR TO COMMENCEMENT.
B.	IT SHALL BE THE GENERAL CONTRACTOR AND SITE UTILITY CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL DIVISIONS OF LABOR WITH THE REQUISITE UTILITY. ALL REQUIRED MATERIALS AND LABOR NECESSARY TO PROVIDE SERVICES FOR THE BUILDING SHALL BE INCLUDED IN THE BID, WHETHER SHOWN OR NOTED ON THE PLANS OR NOT.
C.	ROUTING OF DRY UTILITIES (GAS, ELECTRIC, TELEPHONE, AND/OR CABLE) ON THE PLAN ARE SCHEMATIC. THE EXACT ROUTING, SIZES, ORIGINS OF SERVICE, ALL STANDARDS AND CODES SHALL BE VERIFIED WITH THE REQUISITE UTILITY PROVIDER AND COORDINATED WITH OTHER ON SITE IMPROVEMENTS.
D.	EXACT ROUTING, DEPTHS, SLOPES, INVERTS, ETC. SHOWN FOR GRAVITY UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING BIDS AND COMMENCING WORK. IF ANY DISCREPANCIES ARE FOUND, THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND THE OWNERS REPRESENTATIVE IMMEDIATELY. FAILURE TO NOTIFY THE ENGINEER AND OWNER OF A DISCREPANCY PRIOR TO BID AND COMMENCEMENT SHALL RESULT IN COSTS BURDENED SOLELY BY THE GENERAL CONTRACTOR AND THEIR SUBCONTRACTORS FOR THE PROJECT. THE ONLY ITEMS REIMBURSED AS A FIELD CHANGE SHALL BE UNFORESEEABLE CONDITIONS.
E.	NATURAL GAS SERVICE: ALL MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH ALL STATE AND LOCAL CODES AND N.F.P.A. STANDARDS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE SIZING PROVIDED BY THE UTILITY MEETS BUILDING LOAD REQUIREMENTS NOTED IN MECHANICAL ENGINEERING AND PLUMBING DRAWINGS.
F.	PRIMARY AND SECONDARY ELECTRICAL SERVICE WORK SHALL BE PROVIDED PER ALL STATE AND LOCAL CODES, POWER COMPANY, N.F.P.A. AND N.E.C. STANDARDS AND COORDINATE WITH THE POWER COMPANY TO VERIFY THE FINAL TRANSFORMER LOCATION, SIZE, ORIGIN OF SERVICE, AND ALL STANDARDS FOR WORK. SEE ARCHITECTURAL AND ELECTRICAL ENGINEERING SHEETS FOR SECONDARY WIRING DESIGN.
J.	VERIFY EXACT TELEPHONE ROUTING AND TERMINATION REQUIREMENTS WITH TELEPHONE COMPANY BEFORE COMMENCING WORK. GENERAL CONTRACTOR TO COORDINATE THE UTILITY COMPANY ON POINT OF CONNECTION.

GRAVEL BAGS

1.	GENERAL: GRAVEL BAG SHALL INCLUDE PROVIDING ALL LABOR, MATERIALS, AND EQUIPMENT TO FABRICATE AND INSTALL GRAVEL BAGS AS REQUIRED TO FACILITATE THE CONTROL OF EROSION.
2.	LOCATION: GRAVEL BAGS SHALL BE PLACED IN ROWS AT LEAST TWO HIGH, AND IN OTHER BERM CONFIGURATIONS, IN LOCATIONS SPECIFIED BY THE CITY, AND IN LOCATIONS DEEMED NECESSARY BY THE CONTRACTOR.
3.	FABRICATION: GRAVEL BAGS SHALL BE FABRICATED USING FACTORY SEWN OR SEALED BAGS OF WOVEN POLYPROPYLENE, TREATED TO RESIST DEGRADATION BY ULTRAVIOLET LIGHT AND HAVING SUFFICIENT RESISTANCE TO TEARING TO ALLOW RELOCATION OF BAGS WITHIN SIX MONTHS OF INITIAL PLACEMENT WITH A LOSS OF NOT MORE THAN FIVE PERCENT OF THE BAGS. THE BAGS SHALL BE FILLED WITH SURROUNDING TO ROUNDED GRAVEL LESS THAN ¾-INCH IN DIAMETER, WITH LESS THAN FIVE PERCENT OF MATERIAL PASSING A NO. 30 SIEVE. THE FILLED BAGS SHALL HAVE THE OPEN ENDS SECURELY FASTENED PRIOR TO DELIVERY TO THE SITE.
4.	INSTALLATION: GRAVEL BAGS SHALL BE INSTALLED IN A MANNER TO ENTRAP SILT AND MUD, AND TO DIVERT THE FLOW OF WATER, NOT WITH STANDING THE OTHER REQUIREMENTS OF THIS SPECIFICATION. FAILURE OF THE BAGS TO PERFORM THIS FUNCTION SHALL BE REASON TO REJECT THEIR INSTALLATION.

GRAVEL BAGS SHALL BE INSTALLED WITH THE WIDEST FACE AGAINST THE GROUND SURFACE OR THE UNDERLYING COURSE OF BAGS, AND PRESSED IN PLACE TO CONFORM TO THE UNDERLYING SURFACE. THE BAGS SHALL BE PLACED WITH THE TIED ENDS IN THE "UPHILL" OR "UPSTREAM" DIRECTION, BEGINNING AT THE LOWEST OR MOST DOWNSTREAM BAG. TIED ENDS WILL BE TUCKED UNDER BAG. SUBSEQUENT BAGS WITHIN ONE COURSE OF BAGS SHALL BE PLACED SO AS TO REST UPON THE TIED END OF THE PREVIOUSLY PLACED BAG, WITH NOT LESS THAN 10 PERCENT OF THE BAG IN CONTACT WITH THE PREVIOUS BAG, AND NOT MORE THAN 20 PERCENT IN CONTACT.

SUBSEQUENT COURSES OF BAGS SHALL BE PLACED AS DESCRIBED PREVIOUSLY, WITH THE MID-POINT OF THE BAGS STRADDLING THE JOINTS OF BAGS IN THE UNDERLYING ROW.

CONSTRUCTION OF A GRAVEL BAG BERM PERPENDICULAR TO THE DIRECTION OF FLOW SHALL INCORPORATE BAGS PLACED IN A "PYRAMID" CONFIGURATION, WITH ALL INDIVIDUAL BAGS ORIENTED PERPENDICULAR TO THE DIRECTION OF FLOW. THE BERM SHALL BE CONSTRUCTED WITH A SPECIFIED NUMBER OF ROWS AT THE BOTTOM (IN CONTACT WITH THE GROUND), WITH SUCCESSIVELY FEWER ROWS IN EACH OVERLYING COURSE. THE UPSTREAM AND DOWNSTREAM FACES OF THE BERM SHALL BE NO STEEPER THAN 1 1/2 FEET PER HORIZONTAL TO 1 VERTICAL. THE SPECIFICATION FOR SPILLWAYS AND/OR OUTLET PIPES SHALL BE PER THE RESPECTIVE GRADING PLAN DETAILS.

DAMAGE WHICH COULD FORESEEABLY BE PREVENTED BY PROPER GRAVEL BAG INSTALLATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

EROSION CONTROL NOTES

1.	IN THE CASE OF EMERGENCY, CALL (NAME) MATT COLLINGS AT WORK PHONE # (949) 448-4032 , HOME PHONE # (949) 795-8428 , OR CELLULAR PHONE # (949) 795-8428 .
2.	EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 1 TO APRIL 30 EACH YEAR). NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES AT ALL TIME.
3.	EROSION CONTROL DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE GRADING INSPECTOR.
4.	ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
5.	AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, BERMS, AND BASINS.
6.	GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
7.	THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
8.	THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
9.	THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES AND THE PROPERTY OWNERS THAT DUMPING OF POLLUTANTS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
10.	PERMITTEE SHALL MAINTAIN CONSTRUCTION SITE IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, DYES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS, ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER, CONCRETE DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
11.	DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
12.	FOR SITES OVER ONE ACRE IN SIZE, THE CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWQCB) AND PREPARE AND HAVE ON SITE AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
13.	THE CONTRACTOR SHALL HAVE ON SITE AN APPROVED WATER QUALITY MANAGEMENT PLAN (WQMP), AS REQUIRED BY THE CITY ENGINEERING DEPARTMENT.
14.	THE CONTRACTOR SHALL COMPLY WITH SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD ORDER NO. R9-2013-0001 AS AMENDED BY ORDER NOS. R9-2015-0001 AND R9-2015-0100 AND SANTA ANA REGIONAL WATER QUALITY BOARD ORDER NO. R8-2009-0030 AS AMENDED BY ORDER NO. R8-2010-0062, AS APPLICABLE.
15.	GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
16.	IMPORT AND EXPORT HAULING SHALL BE LIMITED TO THE HOURS OF 9:00AM TO 4:00PM. ANY TRACKING OF MATERIAL ON THE PUBLIC WAYS SHALL BE IMMEDIATELY REMOVED BY MECHANICAL SWEEPING.
DRY SEASON REQUIREMENTS (MAY 1 THRU SEPTEMBER 30)	
17.	WIND EROSION BMPS (DUST CONTROL) SHALL BE IMPLEMENTED.
18.	SEDIMENT CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ALL OPERATIONAL STORM DRAIN INLETS.
19.	BMPS TO CONTROL OFF-SITE SEDIMENT TRACKING SHALL BE IMPLEMENTED AND MAINTAINED.
20.	APPROPRIATE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER BY WASTES AND CONSTRUCTION MATERIALS.
21.	APPROPRIATE NON-STORM WATER BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER FROM CONSTRUCTION ACTIVITIES.
22.	THERE SHALL BE A 'WEATHER TRIGGERED' ACTION PLAN AND THE ABILITY TO DEPLOY STANDBY SEDIMENT CONTROL BMPS AS NEEDED TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE WITHIN 48 HOURS OF A PREDICTED STORM EVENT (A PREDICTED STORM EVENT IS DEFINED AS A FORECASTED, 50% CHANCE OF RAIN).
23.	SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY SEDIMENT CONTROL BMPS (AT THE SITE PERIMETER, SITE SLOPES AND OPERATIONAL INLETS WITHIN THE SITE) NECESSARY TO PREVENT SEDIMENT DISCHARGES FROM EXPOSED PORTIONS OF THE SITE SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATIONS BMPS AS DESCRIBED IN ITEM H BELOW ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.
24.	DEPLOYMENT OF PERMANENT EROSION CONTROL BMPS (PHYSICAL OR VEGETATION) SHOULD COMMENCE AS SOON AS PRACTICAL ON SLOPES THAT ARE COMPLETED FOR ANY PORTION OF THE SITE. STANDBY BMP MATERIALS SHOULD NOT BE RELIED UPON TO PREVENT EROSION OF SLOPES THAT HAVE BEEN COMPLETED.
25.	PHASING TO BE USED TO MAINTAIN STABILIZED AREAS (VEGETATION OR IMPERVIOUS COVER) AS MUCH AS POSSIBLE DURING CONSTRUCTION. DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS PRACTICAL. SLOPES INACTIVE FOR UP TO TWO WEEKS SHALL BE STABILIZED WITH SEEDING, SOIL BINDERS, MULCHING, GEOTEXTILES, OR MATS, ETC. IN ORDER TO REDUCE THE EROSION IMPACT OF RAIN OR RUNOFF.
WET SEASON REQUIREMENTS (OCTOBER 1 THRU APRIL 30)	
26.	SEDIMENT CONTROL BMP'S SHALL BE IMPLEMENTED AT THE SITE PERIMETER, AT ALL OPERATIONAL STORM DRAIN INLETS AND AT ALL NON-ACTIVE SLOPES, TO PROVIDE SUFFICIENT PROTECTION FOR STORMS LIKELY TO OCCUR DURING THE RAINY SEASON.
27.	ADEQUATE PHYSICAL OR VEGETATION EROSION CONTROL BMP'S (TEMPORARY OR PERMANENT) SHALL BE INSTALLED AND ESTABLISHED FOR ALL COMPLETED SLOPES PRIOR TO THE START OF THE RAINY SEASON. THESE BMP'S MUST BE MAINTAINED THROUGHOUT THE RAINY SEASON. IF A SELECTED BMP FAILS, IT MUST BE REPAIRED AND IMPROVED, OR REPLACED WITH AN ACCEPTABLE ALTERNATE AS SOON AS IT IS SAFE TO DO SO. THE FAILURE OF A BMP MAY INDICATE THAT THE BMP, AS INSTALLED, WAS NOT ADEQUATE FOR THE CIRCUMSTANCES IN WHICH IT WAS USED. REPAIRS OR REPLACEMENTS MUST BE INSTALLED IN A MORE ROBUST BMP, OR ADDITIONAL BMP'S SHOULD BE INSTALLED TO PROVIDE ADEQUATE PROTECTION.
28.	THE AMOUNT OF EXPOSED SOIL ALLOWED AT ONE TIME SHALL NOT EXCEED THAT WHICH CAN BE ADEQUATELY PROTECTED BY DEPLOYING STANDBY EROSION CONTROL AND SEDIMENT CONTROL BMP'S PRIOR TO A PREDICTED RAINSTORM.
29.	A DISTURBED AREA THAT IS NOT COMPLETED BUT THAT IS NOT BEING ACTIVELY GRADED (NON-ACTIVE AREA) SHALL BE FULLY PROTECTED FROM EROSION WITH TEMPORARY OR PERMANENT BMP'S (EROSION AND SEDIMENT CONTROL). THE ABILITY TO DEPLOY STANDBY BMP MATERIALS IS NOT SUFFICIENT FOR THESE AREAS. EROSION AND SEDIMENT CONTROL BMP'S MUST ACTUALLY BE DEPLOYED. THIS INCLUDES ALL BUILDING PADS, UNFINISHED ROADS AND SLOPES.
30.	SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY EROSION AND SEDIMENT CONTROL BMP'S NECESSARY TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE FOR EROSION AND TO PREVENT SEDIMENT DISCHARGES SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PERMANENT PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATION BMP'S ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.

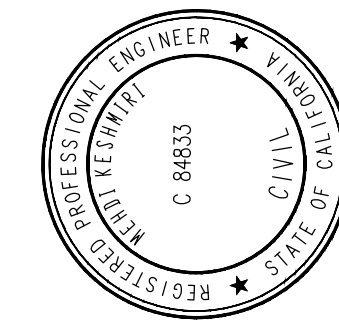
BEST MANAGEMENT PRACTICE NOTES

1.	EVERY EFFORT SHOULD BE MADE TO ELIMINATE THE DISCHARGE OF NON-STORMWATER FROM THE PROJECT SITE AT ALL TIMES.
2.	ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
3.	STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
4.	FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
5.	EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
6.	TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
7.	SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
8.	ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
9.	EXPOSED SUBGRADE SOIL SHALL BE PROTECTED WITH GRAVEL BAGS TO REDUCE SOIL EROSION.

WARE MALCOMB
Leading Design for Commercial Real Estate

architecture
planning
interiors
graphics
civil engineering

10 cedarn
irvine, california 92618
P 949.663.1928
F 949.663.1581



Moulton Niguel Water
MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD
LAGUNA HILLS, CA 92653

NOTES TO CONTRACTOR		REMARKS
DATE	SHELL AND CORE CITY SUBMITTAL	
03/04/2017		
05/25/2017	SHELL AND CORE CITY RESUBMITTAL	

PA / PM:	
DRAWN BY:	B.K./M.K.
JOB NO.:	IRV14-0198-00

SHEET
C1.1

PROTECT ALL
EXISTING
TREES, BOTH
ON-AND
OFF-SITE.



REMOVE EX. 6" WATER
LINE FOR L=32 FT

PROTECT EXISTING
TREES, BOTH
ON-AND OFF-SITE.

REMOVE EX. 6" WATER
LINE AND HYDRANT
FOR L=30 FT

EXISTING GAS TANK AND MANHOLE P

1	REMOVE EXISTING TREE (EXCEPT FOR SPECIFIED PROTECTED TREES).
2	REMOVE EXISTING CURB
3	REMOVE EXISTING BOLLARD
4	REMOVE EXISTING LIGHT
5	REMOVE EXISTING WALL
6	REMOVE EXISTING CONCRETE
7	REMOVE EXISTING LANDSCAPE
8	REMOVE AND RELOCATE EXISTING PUMP STATION
9	REMOVE EXISTING UTILITY
10	REMOVE EXISTING BUILDING
11	REMOVE EXISTING HEADWALL
12	REMOVE EXISTING SIGN
13	REMOVE EXISTING RISER
P	PROTECT IN PLACE
P1	PROTECT IN PLACE AND TO MATCH PROPOSED ELEVATION ON GRADING PLAN

1 EXISTING TREE

1 EXISTING TREE

 EXISTING ASPHALT

 EXISTING PCC CONCRETE

7 EXISTING LANDSCAPE

— — — LIMITS OF CONSTRUCTION



MATCH LINE - SEE SHEET 2.1

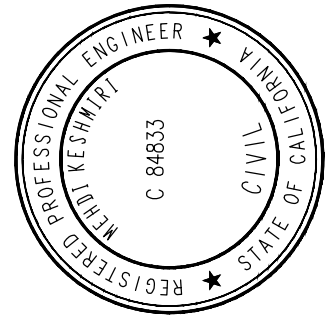
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DRAWN BY:	B.K./M.K.
JOB NO.:	IRV14-0198-00

SHEET

C2.0

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interiors
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civil engineering

10 edelman
irvine, california 92618
p 949.660.9128
f 949.863.1581

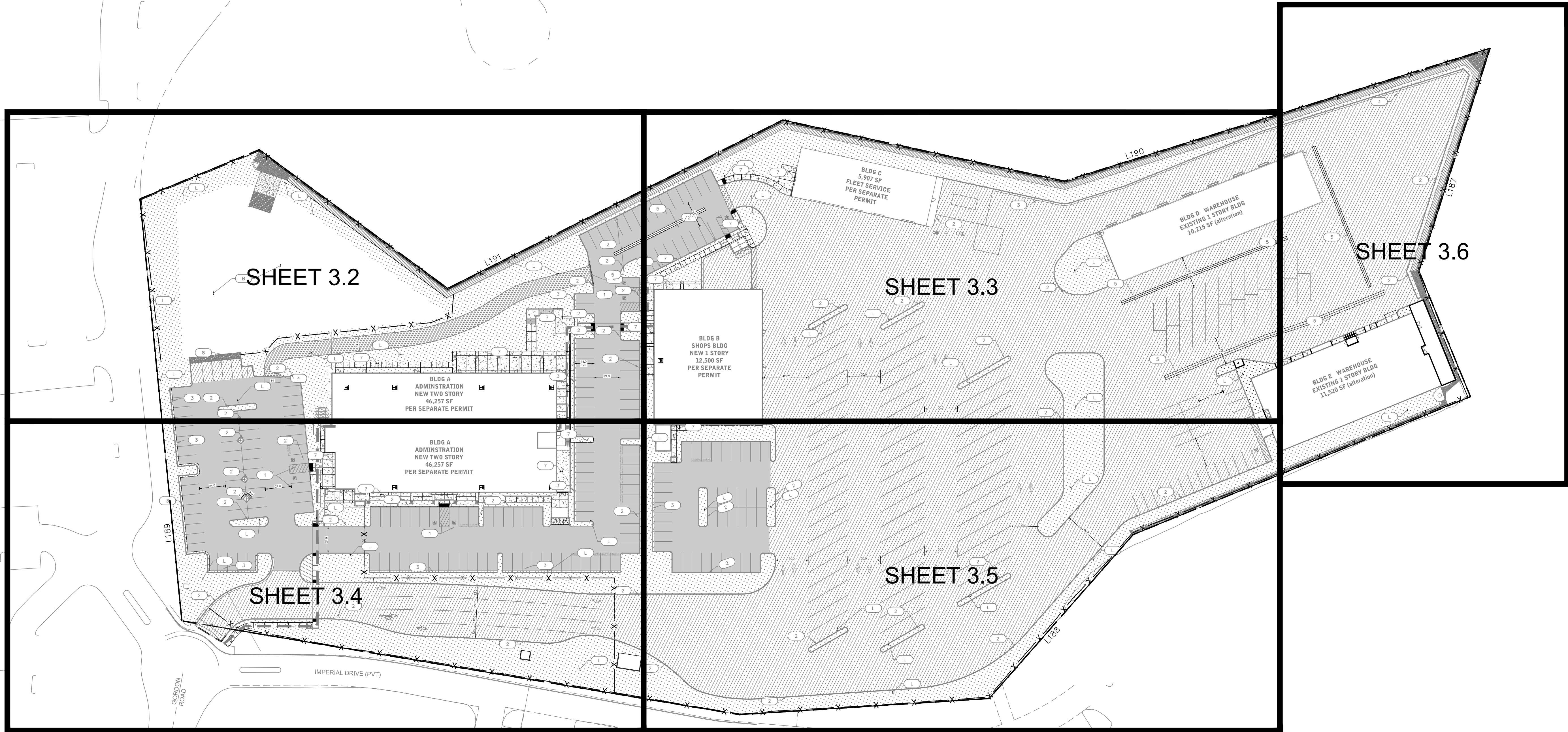


MOULTON NIGUEL WATER DISTRICT - BUILDING 1

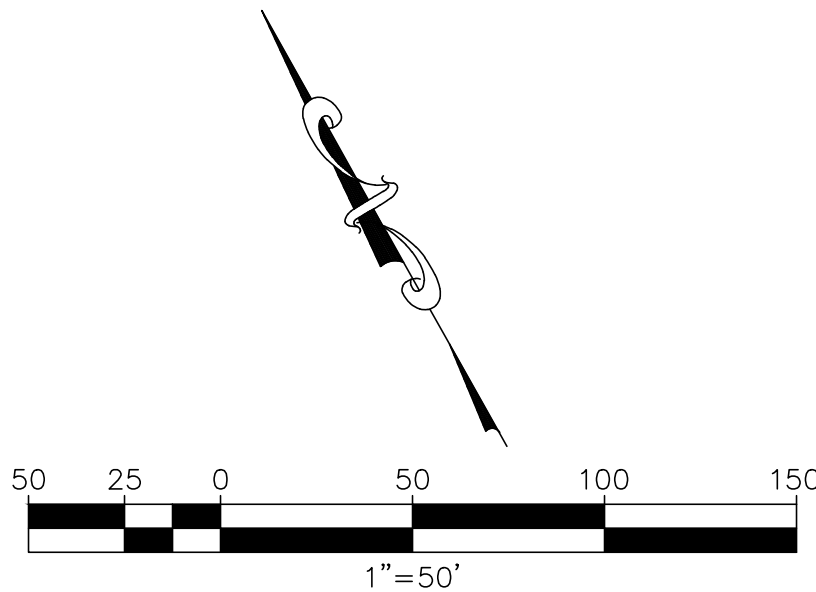
28161 GORDON RD.
LAGUNA HILLS, CA 92653

Attachment: Plans (1725 : MNWD Operations Center and Site Consolidation Project)

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HORIZONTAL CONTROL SHEET INDEX MAP

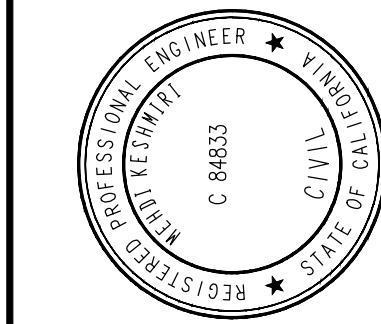


HORIZONTAL CONTROL	
DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/22/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:	
DRAWN BY:	M.K./A.T.
JOB NO.:	IRV14-0198-00

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MOULTON NIGUEL WATER DISTRICT - BUILDING 1

WARE MALCOMB

Leading Design for Commercial Real Estate

architecture
planning
interiors
graphics
civil engineering

10 eckman
irvine, ca 92618
P 949.863.1228
F 949.863.1581

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LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	28.70	N87° 12' 58"E	L21	41.15	N78° 44' 04"E	L41	15.50	S18° 44' 04"W
L2	8.65	S71° 16' 18"E	L22	36.15	N78° 44' 04"E	L42	81.00	S71° 15' 56"E
L3	16.68	S60° 08' 55"W	L23	36.15	S78° 44' 04"W	L43	16.50	N18° 44' 04"E
L4	19.78	S87° 08' 01"W	L24	3.50	N71° 15' 56"W	L44	24.00	S71° 15' 56"E
L5	59.49	N60° 17' 16"E	L25	31.00	N18° 44' 04"E	L45	81.00	N18° 44' 04"E
L6	2.93	S29° 57' 22"E	L26	3.50	S71° 15' 56"E	L46	15.50	N71° 15' 56"W
L7	24.75	S63° 06' 06"W	L27	31.00	S18° 44' 04"W	L47	17.00	N18° 44' 04"E
L8	81.57	S18° 44' 04"W	L28	3.50	N71° 15' 56"W	L48	81.00	N71° 15' 56"W
L9	11.27	S26° 15' 56"E	L29	31.00	N18° 44' 04"E	L49	15.50	S18° 44' 04"W
L10	29.76	N71° 15' 56"W	L30	3.50	S71° 15' 56"E	L50	6.50	N71° 15' 56"W
L11	95.75	N18° 44' 04"E	L31	31.00	S18° 44' 04"W	L51	3.00	N18° 44' 04"E
L12	51.15	N78° 44' 04"E	L32	10.70	S56° 11' 40"W	L52	139.04	S71° 15' 56"E
L13	51.15	S78° 44' 04"W	L33	65.92	N71° 25' 39"W	L53	52.36	S71° 15' 56"E
L14	41.15	N78° 44' 04"E	L34	142.41	N75° 02' 47"W	L54	2.17	S13° 00' 38"W
L15	41.15	S78° 44' 04"W	L35	130.40	S60° 02' 38"W	L55	46.73	N71° 15' 56"W
L16	36.15	N78° 44' 04"E	L36	139.17	S86° 29' 46"W	L56	14.94	N18° 44' 04"E
L17	36.15	S78° 44' 04"W	L37	20.17	S02° 40' 07"E	L57	117.00	N71° 15' 56"W
L18	51.14	S78° 44' 04"W	L38	7.64	S86° 35' 13"W	L58	16.00	S18° 44' 04"W
L19	51.14	N78° 44' 04"E	L39	7.00	N71° 15' 47"W	L59	1.00	N71° 15' 56"W
L20	41.15	S78° 44' 04"W	L40	26.62	N18° 44' 04"E	L60	16.06	N18° 44' 04"E

LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L135	50.65	S85° 23' 39"E	L155	6.47	N71° 15' 56"W	L212	34.00	S30° 57' 14"W
L136	22.46	N76° 10' 59"E	L156	2.05	N13° 00' 38"E	L213	3.82	N59° 03' 21"W
L137	103.61	S77° 06' 20"E	L157	17.89	S56° 00' 00"W	L214	1.44	S59° 03' 42"E
L138	4.64	N13° 05' 19"E	L158	99.00	N71° 15' 56"W	L215	18.01	N76° 59' 01"W
L139	8.27	S71° 35' 34"E	L159	54.00	N71° 15' 54"W	L216	126.00	N13° 00' 38"E
L140	7.93	S13° 00' 45"W	L184	71.98	S18° 44' 04"W			
L141	10.01	S76° 58' 29"E	L185	18.00	S18° 44' 04"W			
L142	8.00	S13° 00' 38"W	L186	135.00	N82° 02' 52"E			
L143	46.50	S76° 59' 22"E	L200	16.10	N71° 11' 02"W			
L144	18.50	N13° 00' 38"E	L201	90.02	S18° 44' 04"W			
L145	18.50	S76° 59' 22"E	L202	15.50	S07° 57' 08"E			
L146	72.00	N13° 00' 38"E	L203	2.61	N44° 58' 52"W			
L147	16.00	N76° 59' 22"W	L204	3.50	S87° 05' 00"W			
L148	5.04	N13° 00' 38"E	L205	27.40	N03° 33' 19"W			
L149	15.99	S76° 49' 54"E	L206	189.53	N36° 28' 28"E			
L150	72.00	N13° 00' 38"E	L207	7.38	N23° 31' 32"W			
L151	14.36	N76° 59' 22"W	L208	191.72	N88° 25' 59"W			
L152	13.37	N18° 44' 04"E	L209	135.96	S87° 01' 47"W			
L153	45.00	N71° 15' 56"W	L210	50.89	N88° 40' 03"W			
L154	15.50	S18° 44' 04"W	L211	107.97	N59° 02' 14"W			

LINE TABLE		
LINE #	LENGTH	DIRECTION
L61	108.00	N71° 15' 56"W
L62	15.50	S18° 44' 04"W
L63	15.50	N71° 15' 56"W
L64	99.00	S18° 44' 04"W
L65	16.00	S71° 15' 56"E
L66	2.00	S18° 44' 04"W
L67	16.00	N71° 15' 56"W
L68	90.00	S18° 44' 04"W
L69	15.01	S71° 15' 56"E
L70	21.00	S18° 46' 16"W
L71	15.00	N71° 15' 56"W
L72	18.00	S18° 44' 04"W
L73	13.00	S18° 46' 23"W
L74	15.12	S71° 15' 56"E
L75	5.04	S82° 02' 52"W
L76	15.00	N07° 57' 08"W
L77	95.00	S82° 02' 43"W
L78	14.96	S07° 56' 08"E
L79	3.43	S82° 02' 43"W
L80	2.13	N07° 56' 08"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L81	1.43	N82° 02' 52"E
L82	0.67	S07° 57' 08"E
L83	16.00	N82° 02' 52"E
L84	9.50	S07° 57' 08"E
L85	28.14	N82° 02' 52"E
L86	28.67	N18° 44' 04"E
L87	15.50	S76° 59' 22"E
L89	4.99	N13° 00' 38"E
L90	62.52	N71° 12' 50"W
L91	15.56	S18° 44' 04"W
L92	16.00	N18° 44' 04"E
L94	1.00	N71° 15' 56"W
L95	16.00	S18° 44' 04"W
L96	16.00	N18° 44' 04"E
L98	2.92	N71° 16' 27"W
L99	5.00	S18° 44' 04"W
L100	4.98	N18° 44' 04"E
L102	17.59	N71° 15' 56"W
L103	15.56	S71° 15' 56"E
L104	16.00	N71° 15' 57"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L106	2.00	S18° 44' 03"W
L107	15.98	S71° 15' 56"E
L108	17.06	N71° 15' 49"W
L110	19.00	S18° 44' 01"W
L111	17.00	S71° 15' 56"E
L112	16.00	N71° 15' 56"W
L114	3.74	S18° 44' 08"W
L115	49.13	S85° 23' 37"E
L116	22.46	N76° 10' 59"E
L117	103.65	S77° 06' 20"E
L118	6.41	N13° 05' 19"E
L119	31.45	S76° 59' 22"E
L120	26.13	N71° 15' 56"W
L121	1.58	S13° 00' 38"W
L122	30.00	S76° 56' 54"E
L123	1.01	N13° 00' 38"E
L124	32.00	N76° 59' 22"W
L125	0.99	S13° 00' 38"W
L132	15.07	N07° 57' 08"W
L134	6.25	N08° 24' 33"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	5.63	15.00	21° 30' 44"
C2	45.87	20.00	131° 25' 13"
C3	9.42	20.00	26° 59' 06"
C4	12.53	8.00	89° 45' 21"
C5	12.99	8.00	93° 03' 28"
C6	11.62	15.00	44° 22' 02"
C7	11.78	15.00	45° 00' 00"
C8	35.34	15.00	135° 00' 00"
C9	15.71	10.00	90° 00' 00"
C10	18.02	25.00	41° 18' 34"
C11	7.85	2.50	180° 00' 00"
C12	7.85	2.50	180° 00' 00"
C13	7.85	2.50	180° 00' 00"
C14	7.85	2.50	180° 00' 00"
C15	7.85	2.50	180° 00' 00"
C16	7.85	2.50	180° 00' 00"
C17	7.85	2.50	180° 00' 00"
C32	7.85	2.50	180° 00' 00"
C35	7.85	2.50	180° 00' 00"
C36	7.85	2.50	180° 00' 00"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C77	4.71	3.00	89° 57' 09"
C78	5.29	3.00	100° 57' 41"
C79	14.62	16.00	52° 21' 07"
C80	4.71	3.00	90° 00' 00"
C81	4.71	3.00	89° 58' 51"
C82	29.85	19.00	90° 01' 09"
C83	29.84	19.00	89° 59' 00"
C84	4.71	3.00	90° 00' 00"
C85	7.35	5.00	84° 16' 34"
C86	3.93	2.50	90° 03' 07"
C88	3.14	2.00	90° 00' 00"
C90	4.71	3.00	89° 59' 29"
C92	7.91	2.50	181° 14' 07"
C94	3.17	2.00	90° 40' 19"
C96	3.14	2.00	89° 59' 57"
C98	9.09	5.00	104° 08' 57"
C99	25.72	79.20	18° 36' 32"
C100	2.07	48.94	2° 25' 13"
C101	83.07	220.06	21° 37' 40"
C102	15.67	10.00	89° 48' 21"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C37	7.85	2.50	180° 00' 00"
C38	7.85	2.50	180° 00' 00"
C39	3.93	2.50	90° 00' 00"
C40	3.93	2.50	90° 00' 00"
C41	3.93	2.50	90° 00' 00"
C42	3.93	2.50	90° 00' 00"
C43	3.93	2.50	90° 00' 00"
C44	3.93	2.50	90° 00' 00"
C45	3.93	2.50	90° 00' 00"
C46	3.93	2.50	90° 00' 00"
C47	25.60	28.00	52° 22' 41"
C48	51.15	155.00	18° 54' 29"
C49	44.65	150.00	17° 03' 19"
C50	106.63	1860.00	3° 17' 05"
C51	23.82	50.00	27° 17' 49"
C52	28.76	50.00	32° 57' 40"
C53	90.56	150.00	34° 35' 28"
C54	20.36	40.00	29° 09' 50"
C55	51.96	150.00	19° 50' 52"
C56	117.57	150.00	44° 54' 35"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C103	3.93	2.50	90° 00' 00"
C104	3.49	2.00	100° 03' 25"
C105	6.48	5.00	74° 13' 09"
C106	8.35	5.00	95° 43' 26"
C107	4.71	3.00	89° 57' 32"
C108	4.71	3.00	90° 02' 28"
C109	3.14	2.00	90° 00' 00"
C110	3.14	2.00	90° 00' 00"
C115	3.93	2.50	90° 00' 00"
C118	7.52	5.00	86° 10' 38"
C119	30.23	94.00	18° 25' 25"
C120	0.91	11.00	4° 44' 07"
C121	77.74	206.06	21° 36' 58"
C122	37.60	24.00	89° 45' 37"
C123	3.69	2.50	84° 36' 19"
C124	3.93	2.50	90° 00' 00"
C125	3.14	2.00	90° 00' 00"
C126	3.15	2.00	90° 09' 28"
C127	8.35	5.00	95° 43' 26"
C128	3.93	2.50	90° 00' 00"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C57	13.85	30.00	26° 27' 08"
C58	3.89	2.50	89° 15' 19"
C59	7.85	5.00	89° 59' 51"
C60	7.85	2.50	180° 00' 00"
C61	4.71	3.00	90° 00' 00"
C62	3.93	2.50	90° 00' 00"
C63	3.93	2.50	90° 00' 00"
C64	7.85	5.00	90° 00' 00"
C65	47.12	30.00	90° 00' 00"
C66	15.05	150.00	5° 44' 50"
C67	191.39	1908.00	5° 44' 50"
C68	14.71	10.00	84° 16' 34"
C69	25.06	15.00	95° 43' 26"
C70	4.71	3.00	90° 00' 00"
C71	3.14	2.00	90° 00' 00"
C72	3.14	2.00	90° 00' 00"
C73	3.93	2.50	90° 00' 00"
C74	3.14	2.00	90° 00' 00"
C75	3.14	2.00	90° 00' 00"
C76	4.71	3.00	90° 02' 12"

HORIZONTAL CONTROL		REMARKS
DATE	03/04/2017	SHELL AND CORE CITY SUBMITTAL
	05/26/2017	SHELL AND CORE CITY RESUBMITTAL

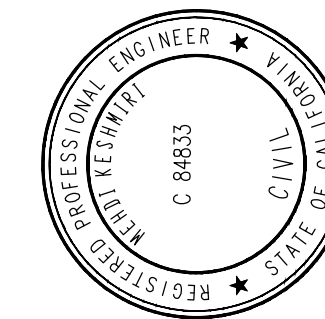
PA / PM:	
DRAWN BY:	M.K./A.T.
JOB NO.:	IRV14-0198-00

SHEET
C3.1



architecture
planning
interiors
graphics
civil engineering

10 edelman
irvine, california 92618
p 949.660.9128
f 949.863.1581



MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD.
LAGUNA HILLS, CA 92653

PA / PM:	
DRAWN BY:	M.K./A.T.
JOB NO.:	IRV14-0198-00

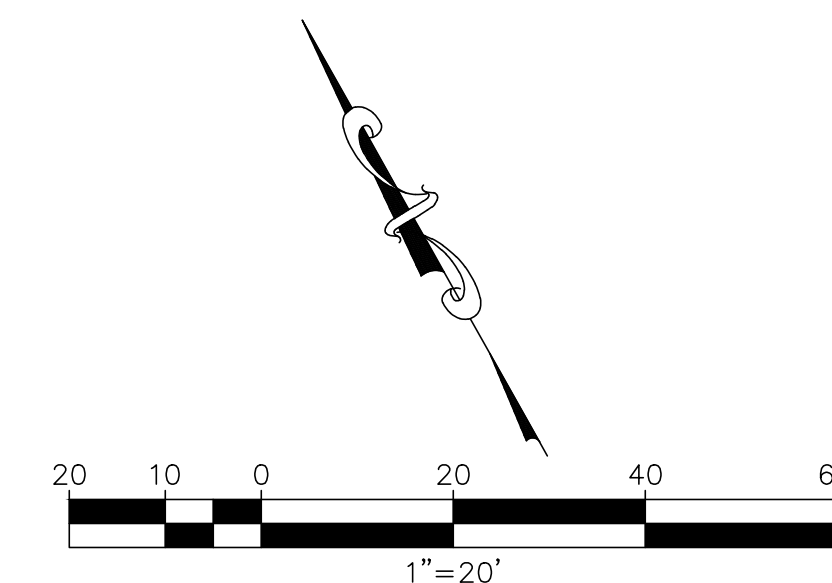
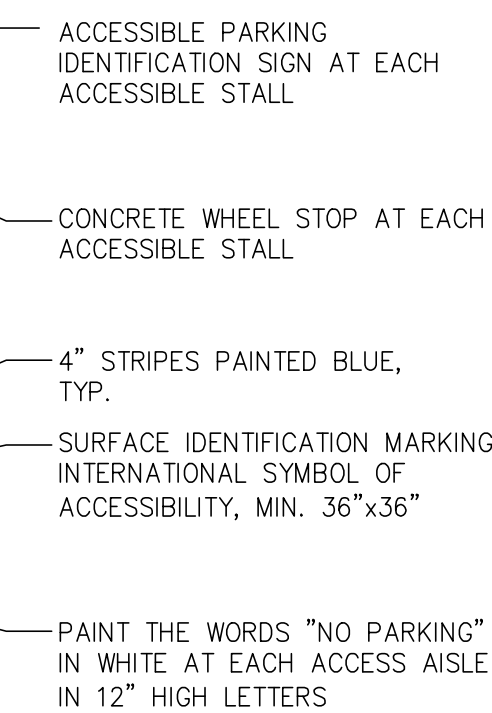
C3.2



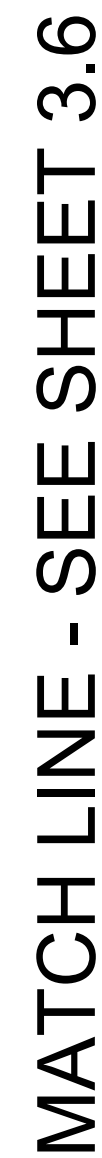
ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE

2

	LANDSCAPE, REFER TO LANDSCAPE PLANS
	CONSTRUCT CONCRETE SIDEWALK
	PROPOSED CONCRETE CHANNEL TYPE 1 PER DETAIL 1 ON SHEET C3.3
	PROPOSED CONCRETE CHANNEL TYPE 2 PER DETAIL 2 ON SHEET C3.6
	PROPOSED CONCRETE CHANNEL TYPE 3 PER DETAIL 3 ON SHEET C3.5
	CONCRETE CHANNEL TRANSITION
	PROPOSED RIP RAP
	LIMITS OF CONSTRUCTION
	CONSTRUCT AC PAVEMENT
	ADA PATH OF TRAVEL
	LANDSCAPE FOR CAR ACCESS. REFER TO LANDSCAPE PLANS
	PROPOSED CONCRETE PAVEMENT PER GEOTECHNICAL RECOMMENDATION
	BIORETENTION BASIN - SEE UTILITY DETAIL SHEETS
	PROPOSED RETAINING WALL PER SEPARATE STRUCTURAL PLAN
	GRADE BREAK
(278.32)	EXISTING ELEVATION
	STEM WALL



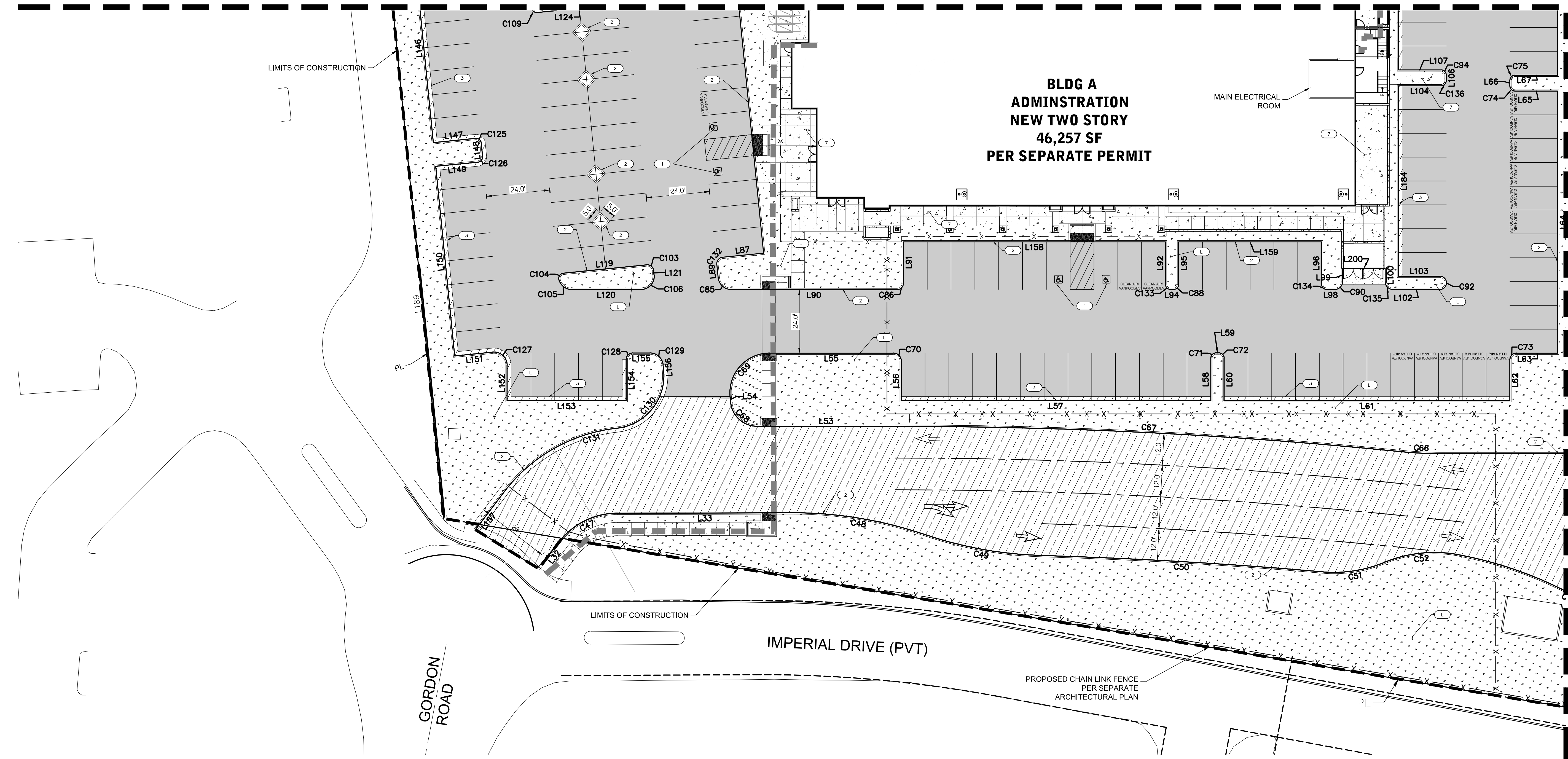
MATCH LINE - SEE SHEET 3.2



C3.3

Moulton Niguel Water
MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD.
LAGUNA HILLS, CA 92653

MATCH LINE - SEE SHEET 3.2



MATCH LINE - SEE SHEET 3.5

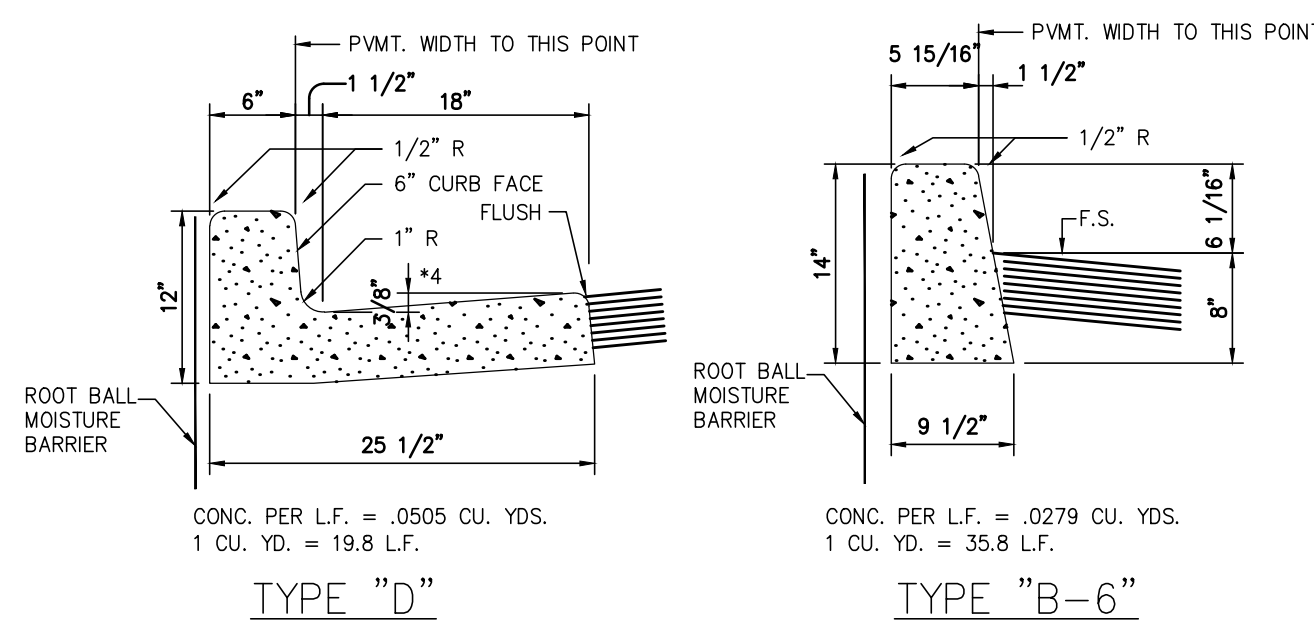
CONSTRUCTION NOTES

ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE

- | | |
|---|--|
| 1 | CONSTRUCT ACCESSIBLE PARKING STALLS PER DETAIL 1 SHEET C3.2. MAX SLOPE 2% IN ANY DIRECTION |
| 2 | CONSTRUCT CONCRETE CURB PER DETAIL 1 "TYPE B-6" SHEET 3.4. |
| 3 | CONSTRUCT CURB AND GUTTER PER DETAIL 1 "TYPE D" SHEET 3.4. |
| 4 | CONSTRUCT 4" TRANSITION CURB PER DETAIL 2 SHEET C3.2. |
| 5 | CONSTRUCT 3" V-GUTTER PER DETAIL 3 SHEET C3.6 |
| L | PROPOSED LANDSCAPE AREA |
| B | PROPOSED BIOTRETENTION BASIN |
| 6 | CONSTRUCT RETAINING CURB PER DETAIL 1 SHEET C4.5 |
| 7 | CONSTRUCT CONCRETE SIDEWALK PER GEOTECHNICAL RECOMMENDATION. |
| 8 | CONSTRUCT 4" CONCRETE CURB |

LEGEND

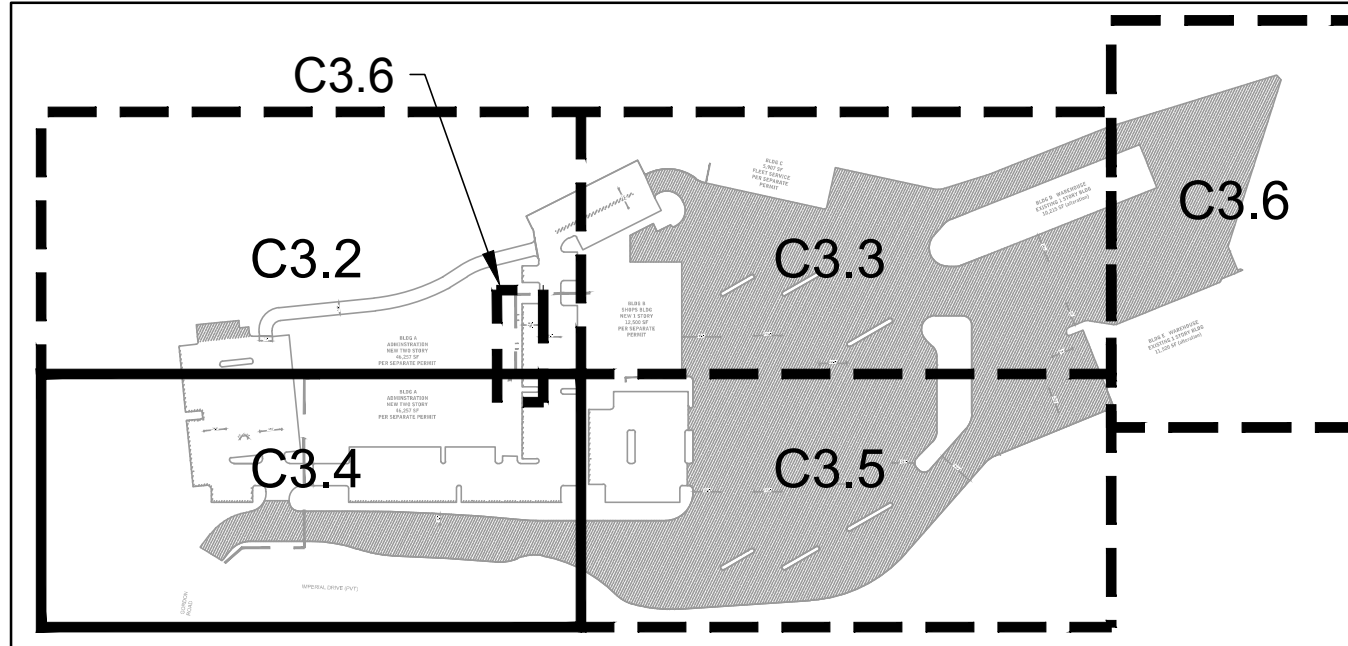
- | | |
|--|---|
| | LANDSCAPE. REFER TO LANDSCAPE PLANS |
| | CONSTRUCT CONCRETE SIDEWALK |
| | PROPOSED CONCRETE CHANNEL TYPE 1 PER DETAIL 1 ON SHEET C3.3 |
| | PROPOSED CONCRETE CHANNEL TYPE 2 PER DETAIL 2 ON SHEET C3.6 |
| | PROPOSED CONCRETE CHANNEL TYPE 3 PER DETAIL 3 ON SHEET C3.5 |
| | CONCRETE CHANNEL TRANSITION |
| | PROPOSED RIP RAP |
| | LIMITS OF CONSTRUCTION |
| | CONSTRUCT AC PAVEMENT |
| | ADA PATH OF TRAVEL |
| | LANDSCAPE FOR CAR ACCESS, REFER TO LANDSCAPE PLANS |
| | PROPOSED CONCRETE PAVEMENT PER GEOTECHNICAL RECOMMENDATION |
| | BIOTRETENTION BASIN - SEE UTILITY DETAIL SHEETS |
| | PROPOSED RETAINING WALL PER SEPARATE STRUCTURAL PLAN |
| | GRADE BREAK |
| | EXISTING ELEVATION |
| | STEM WALL |



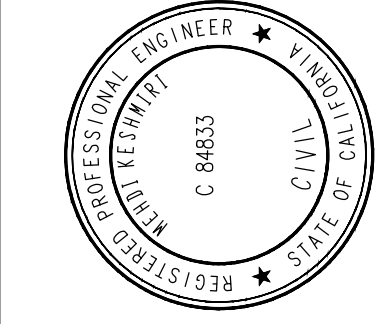
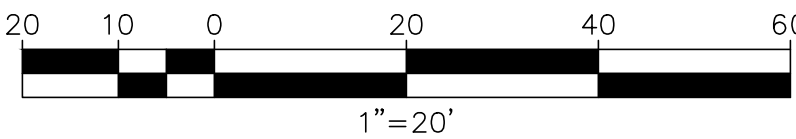
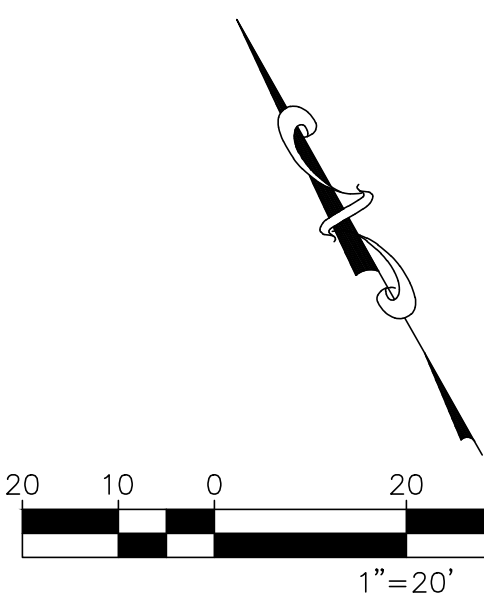
6" CURB & CURB W/ GUTTER

SCALE: N.T.S.

1



KEY MAP



MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD.
LAGUNA HILLS, CA 92653

HORIZONTAL CONTROL

DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/26/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:	
DRAWN BY:	M.K./A.T.
JOB NO.:	IRV14-0198-00

SHEET
C3.4

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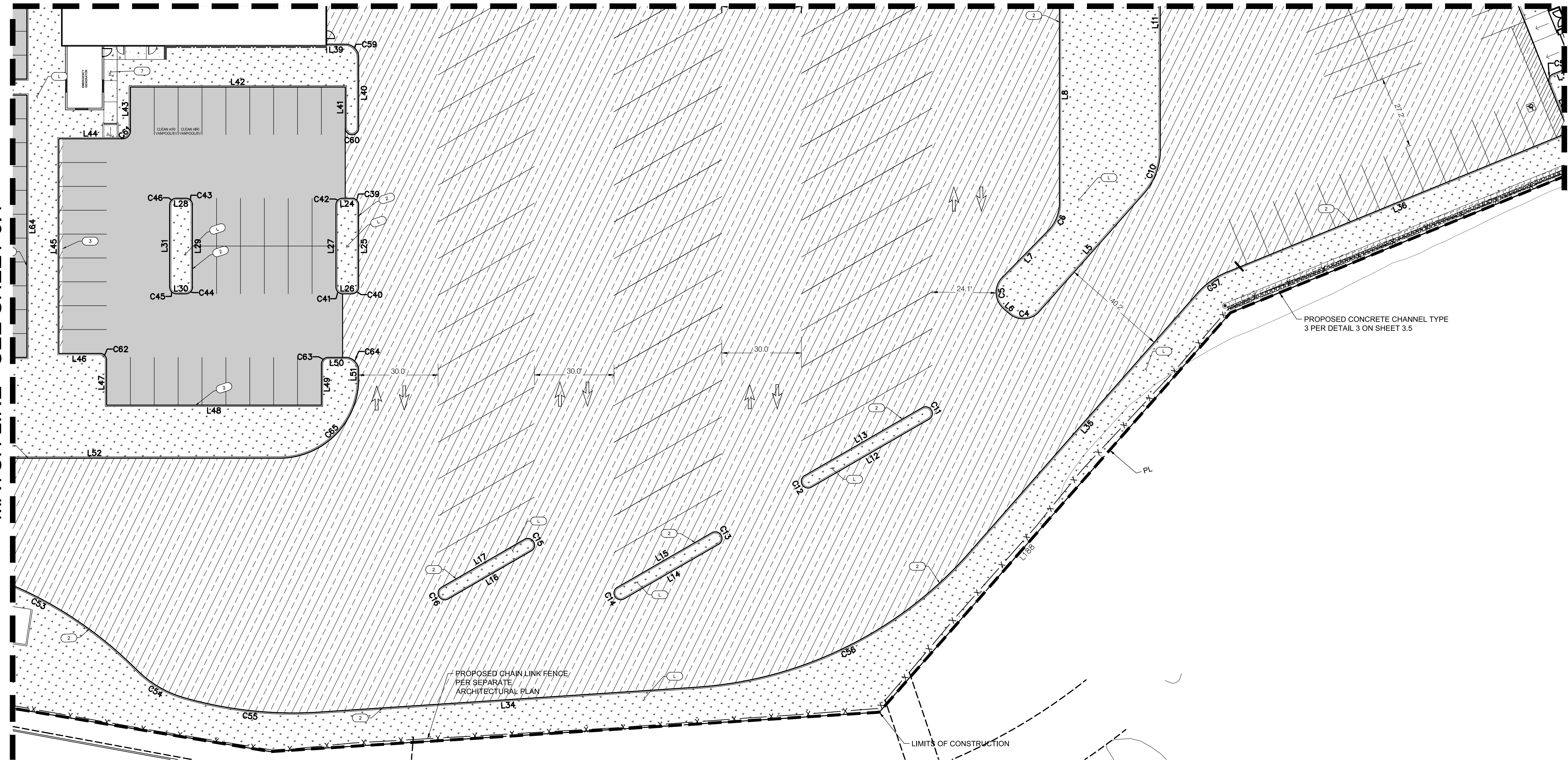
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planning
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graphics
civil engineering
10 eckman
irvine, ca 92618
p 949.863.1228
f 949.863.1581

File: \\mwa-erdc.com\mwa\plans\moulton_niguel_water_district\m14-0198-00_mwd_concept_design\in\dwg\c3.5.dwg Sheet: 1/5/2018 3:21 PM (blong) Plotted: 1/5/2018 4:26 PM (blong)

MATCH LINE - SEE SHEET 3.4

MATCH LINE - SEE SHEET 3.3

MATCH LINE - SEE SHEET 3.6



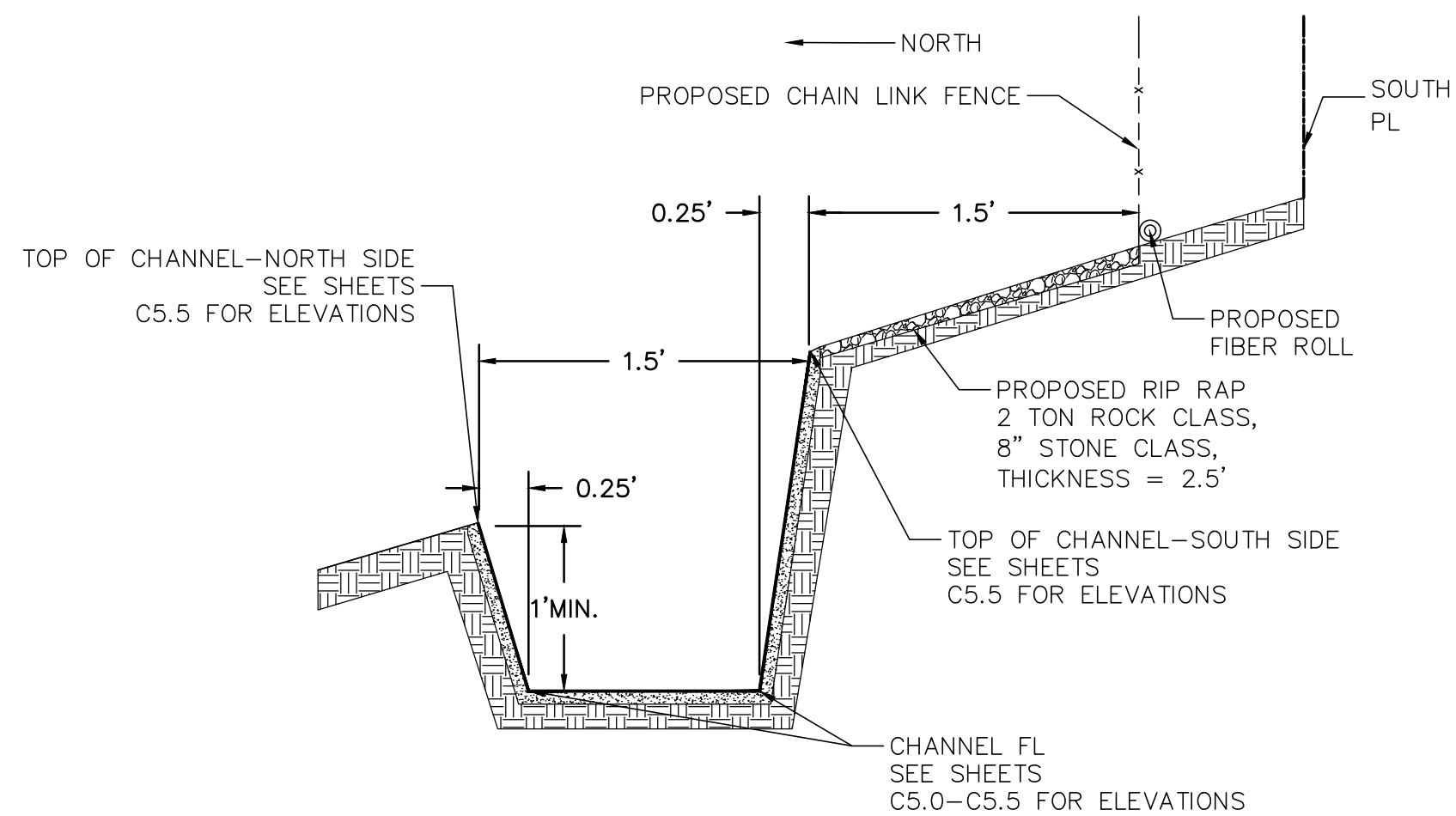
CONSTRUCTION NOTES

ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE

1. CONSTRUCT ACCESSIBLE PARKING STALLS PER DETAIL 1 SHEET C3.2. MAX SLOPE 2% IN ANY DIRECTION
2. CONSTRUCT CONCRETE CURB PER DETAIL 1 "TYPE B-6" SHEET 3.4.
3. CONSTRUCT CURB AND GUTTER PER DETAIL 1 "TYPE D" SHEET 3.4.
4. CONSTRUCT 4" TRANSITION CURB PER DETAIL 2 SHEET C3.2.
5. CONSTRUCT 3" V-GUTTER PER DETAIL 3 SHEET C3.6
- L. PROPOSED LANDSCAPE AREA
- B. PROPOSED BIORETENTION BASIN
6. CONSTRUCT RETAINING CURB PER DETAIL 1 SHEET C4.5
7. CONSTRUCT CONCRETE SIDEWALK PER GEOTECHNICAL RECOMMENDATION.

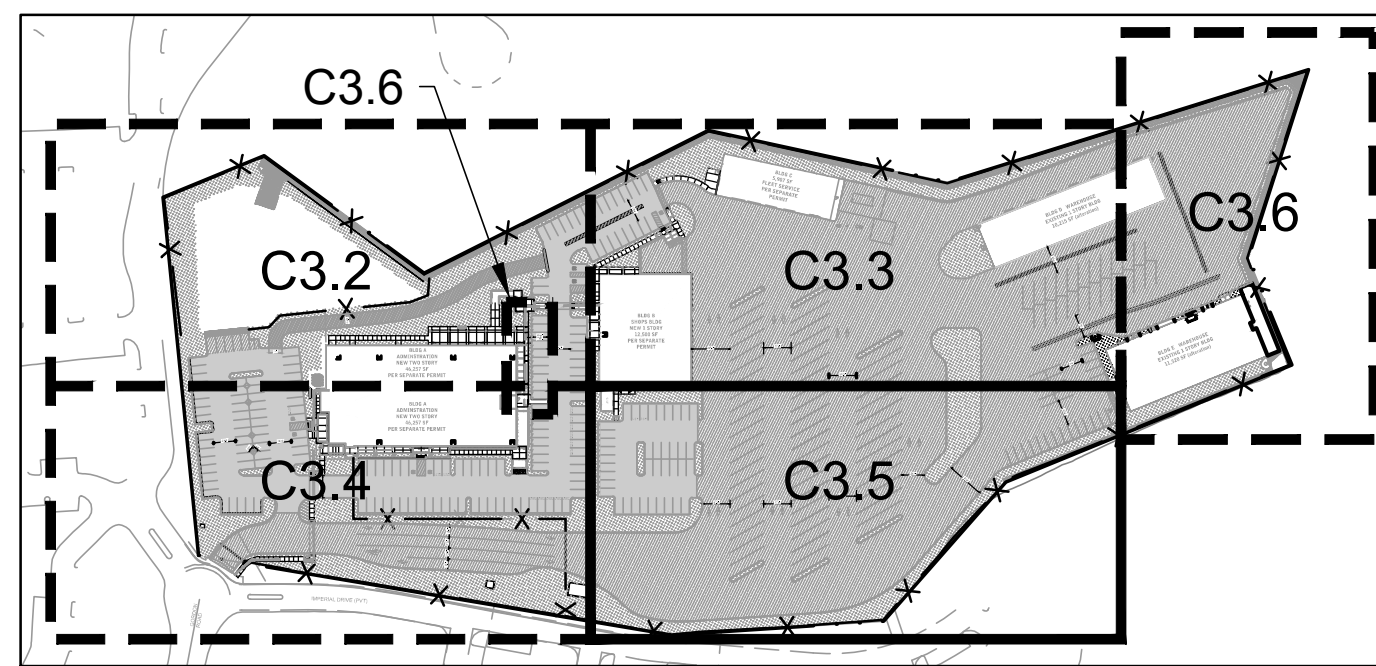
LEGEND

- LANDSCAPE, REFER TO LANDSCAPE PLANS
- CONSTRUCT CONCRETE SIDEWALK
- PROPOSED CONCRETE CHANNEL TYPE 1 PER DETAIL 1 ON SHEET C3.3
- PROPOSED CONCRETE CHANNEL TYPE 2 PER DETAIL 2 ON SHEET C3.6
- PROPOSED CONCRETE CHANNEL TYPE 3 PER DETAIL 3 ON SHEET C3.5
- CONCRETE CHANNEL TRANSITION
- PROPOSED RIP RAP
- LIMITS OF CONSTRUCTION
- CONSTRUCT AC PAVEMENT
- ADA PATH OF TRAVEL
- LANDSCAPE FOR CAR ACCESS, REFER TO LANDSCAPE PLANS
- PROPOSED CONCRETE PAVEMENT PER GEOTECHNICAL RECOMMENDATION
- BIORETENTION BASIN - SEE UTILITY DETAIL SHEETS
- PROPOSED RETAINING WALL PER SEPARATE STRUCTURAL PLAN
- GRADE BREAK
- EXISTING ELEVATION (278.32)
- STEM WALL

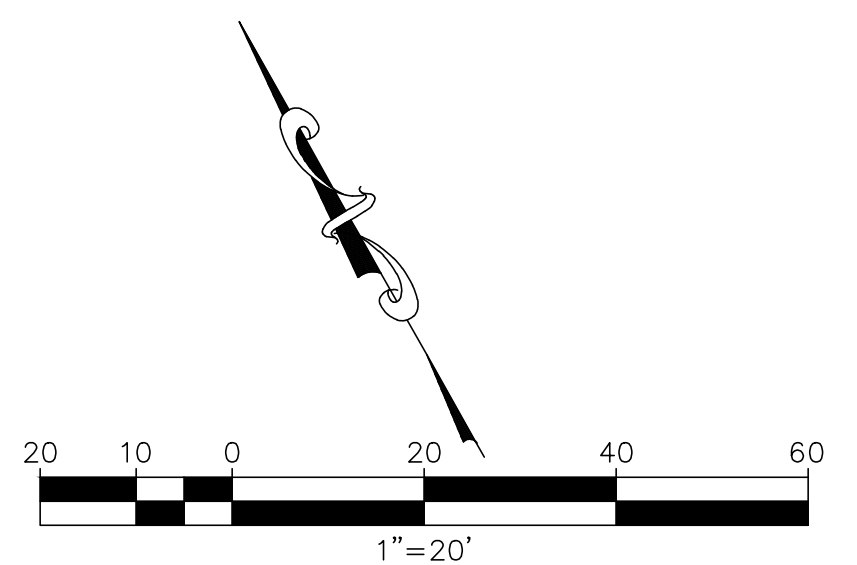


PROP. CONCRETE CHANNEL TYPE 3

SCALE: N.T.S.



KEY MAP



HORIZONTAL CONTROL

DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/25/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:

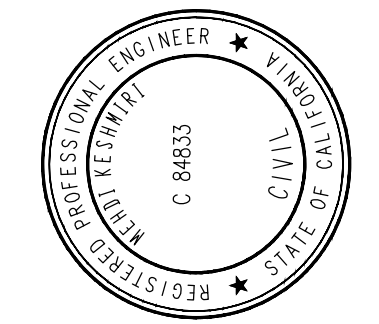
DRAWN BY: M.K./A.T.

JOB NO.: IRV14-0198-00

SHEET

C3.5

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civil engineering
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frederic edelman 92618
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f 949.863.1581

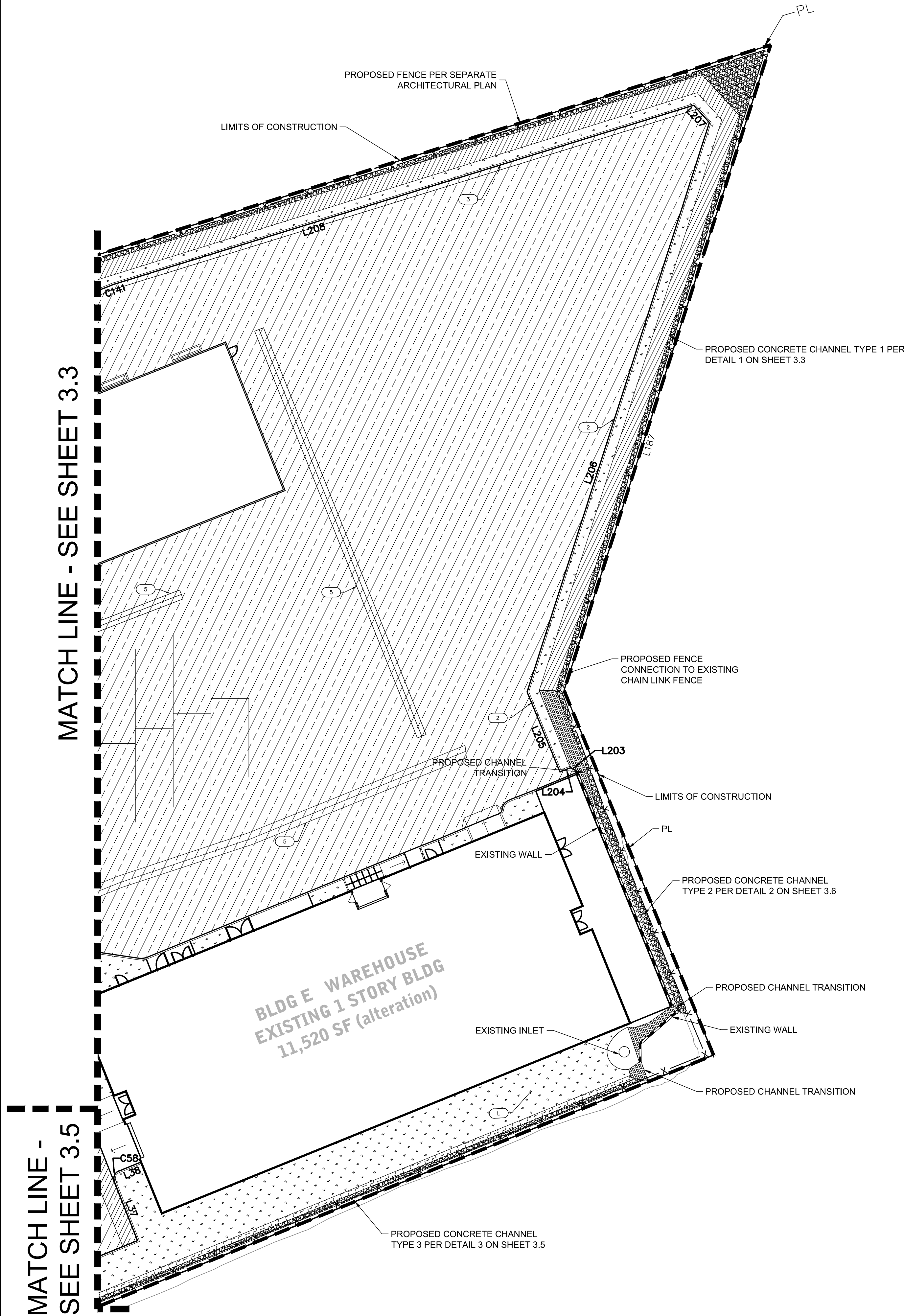


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LAGUNA HILLS, CA 92653

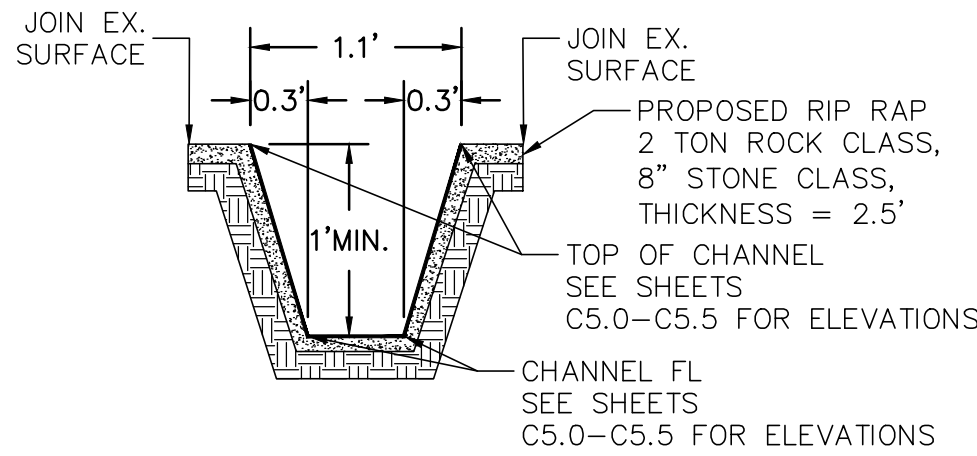


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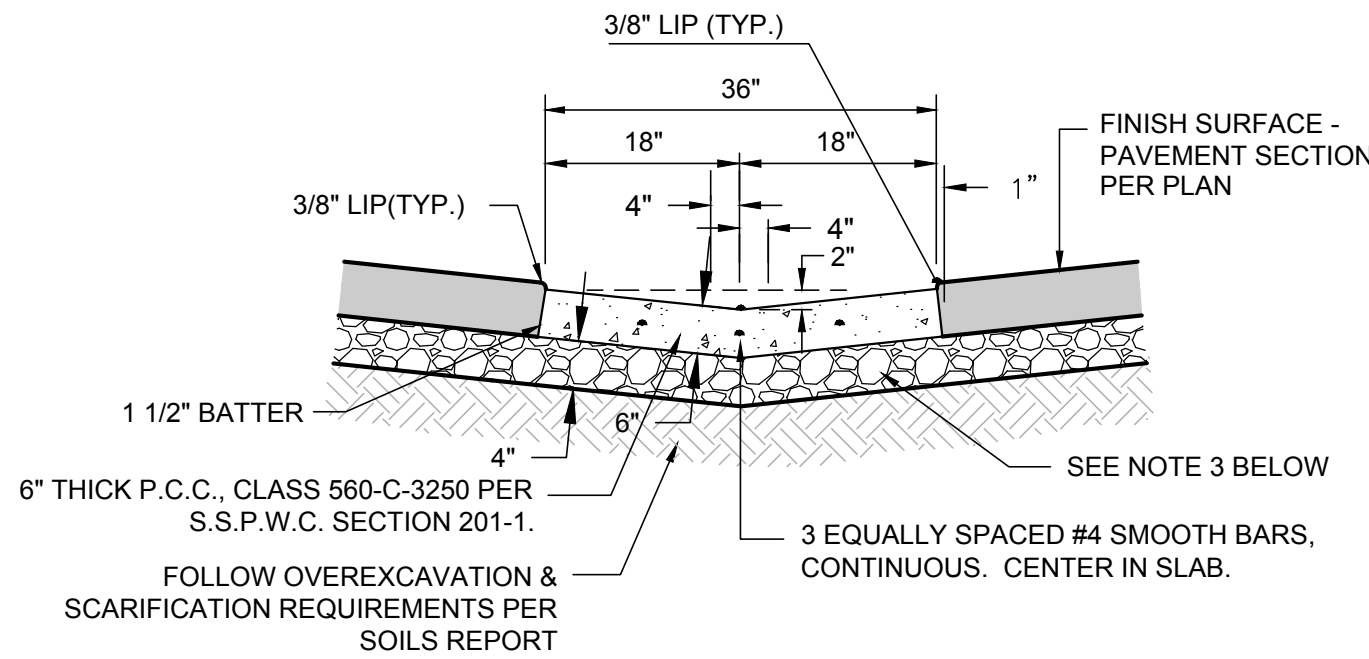


CONSTRUCTION NOTES	
ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE	
1	CONSTRUCT ACCESSIBLE PARKING STALLS PER DETAIL 1 SHEET C3.2. MAX SLOPE 2% IN ANY DIRECTION
2	CONSTRUCT CONCRETE CURB PER DETAIL 1 "TYPE B-6" SHEET 3.4.
3	CONSTRUCT CURB AND GUTTER PER DETAIL 1 "TYPE D" SHEET 3.4.
4	CONSTRUCT 4" TRANSITION CURB PER DETAIL 2 SHEET C3.2.
5	CONSTRUCT 3' V-GUTTER PER DETAIL 3 SHEET C3.6
L	PROPOSED LANDSCAPE AREA
B	PROPOSED BIORETENTION BASIN
6	CONSTRUCT RETAINING CURB PER DETAIL 1 SHEET C4.5
7	CONSTRUCT CONCRETE SIDEWALK PER GEOTECHNICAL RECOMMENDATION.



PROP. CONCRETE CHANNEL TYPE 2 2

SCALE: N.T.S.

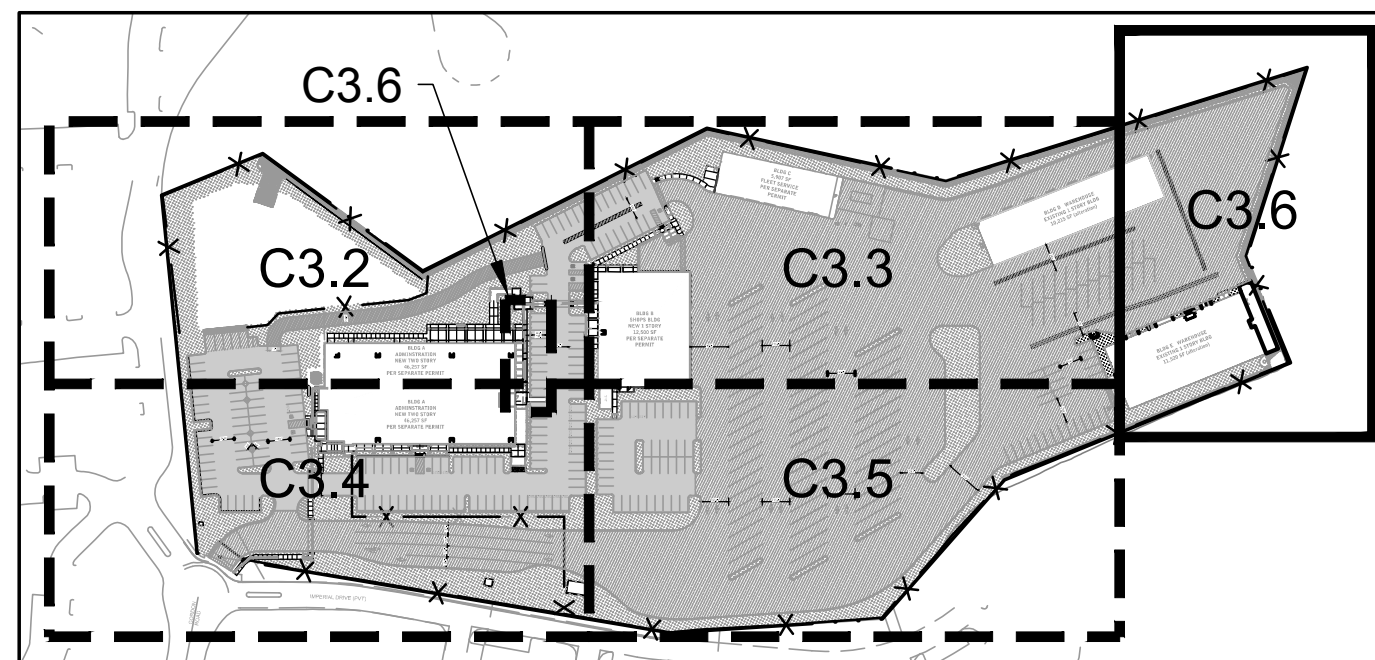


P.C.C. SWALE NOTES:

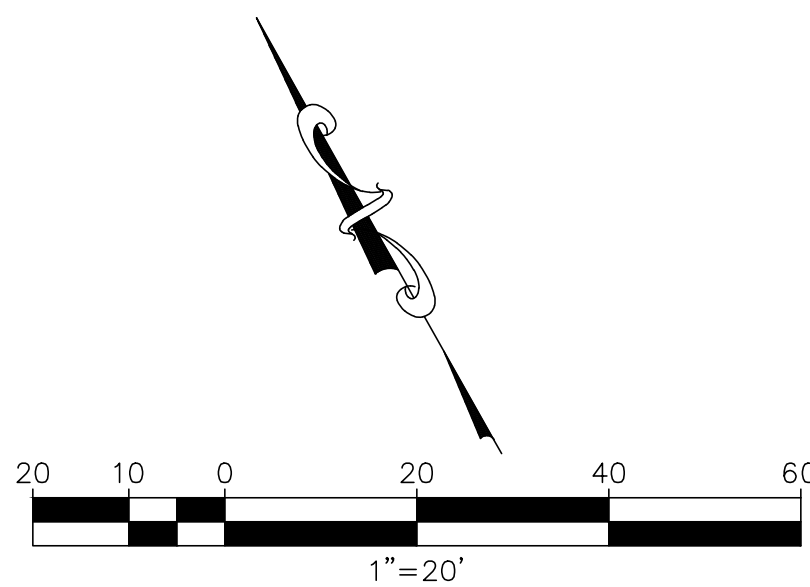
- P.C.C. SWALE SHALL HAVE AN 8" WIDE FLOWLINE SMOOTH STEEL TROWEL FINISH.
- CONSTRUCT CONTRACTION JOINTS IN SWALE AT REGULAR INTERVALS OF 10' PER DETAIL HEREON. CONSTRUCT EXPANSION JOINTS, PER DETAIL HEREON, AT 40' INTERVALS, PLUS ALL B.C. & E.C.'S
- A 6" THICK LAYER OF CRUSHED BASE MATERIAL SHALL BE PLACED UNDER THE P.C.C. SWALE. MINIMUM COMPACTION OF 90% ON SUBGRADE AND 95% ON AGGREGATE BASE IS REQUIRED.

3' CONCRETE V-GUTTER 3

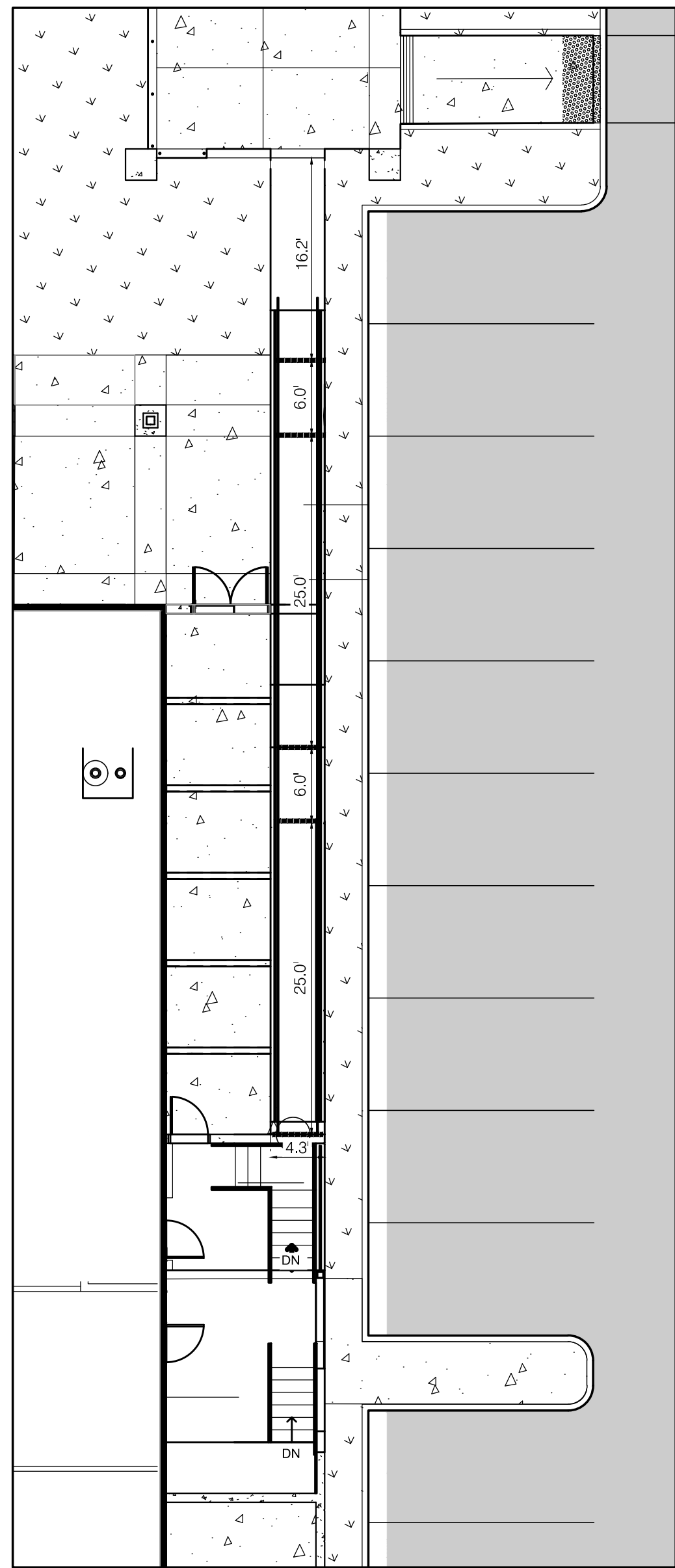
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KEY MAP



LEGEND	
	LANDSCAPE, REFER TO LANDSCAPE PLANS
	CONSTRUCT CONCRETE SIDEWALK
	PROPOSED CONCRETE CHANNEL TYPE 1 PER DETAIL 1 ON SHEET C3.3
	PROPOSED CONCRETE CHANNEL TYPE 2 PER DETAIL 2 ON SHEET C3.6
	PROPOSED CONCRETE CHANNEL TYPE 3 PER DETAIL 3 ON SHEET C3.5
	CONCRETE CHANNEL TRANSITION
	PROPOSED RIP RAP
	LIMITS OF CONSTRUCTION
	CONSTRUCT AC PAVEMENT
	ADA PATH OF TRAVEL
	LANDSCAPE FOR CAR ACCESS, REFER TO LANDSCAPE PLANS
	PROPOSED CONCRETE PAVEMENT PER GEOTECHNICAL RECOMMENDATION
	BIORETENTION BASIN - SEE UTILITY DETAIL SHEETS
	PROPOSED RETAINING WALL PER SEPARATE STRUCTURAL PLAN
	GRADE BREAK
	EXISTING ELEVATION (278.32)
	STEM WALL



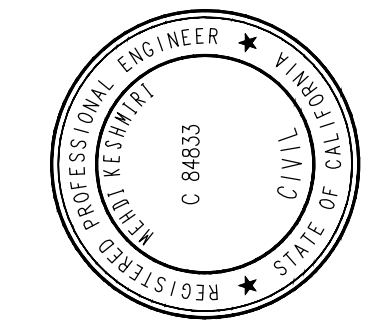
DETAIL 1

SCALE=1"=10'

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frederic malcolm
paul malcolm
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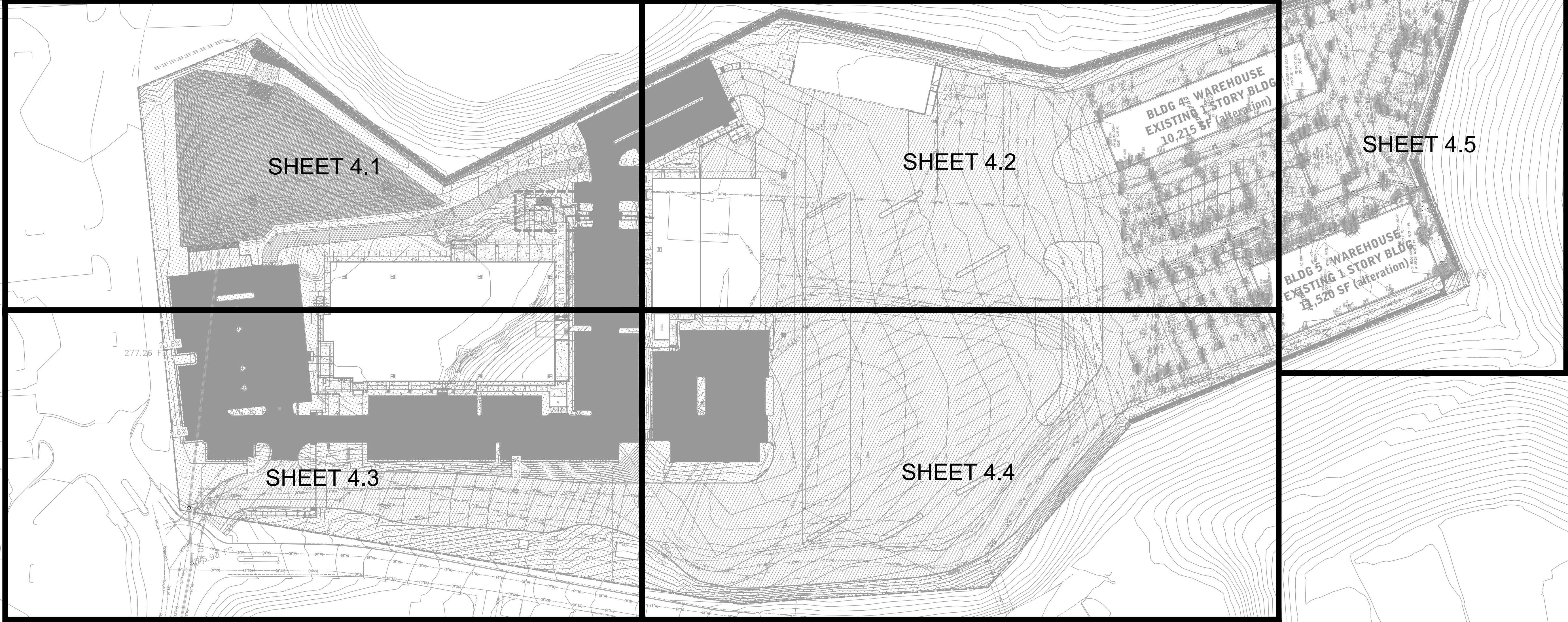
HORIZONTAL CONTROL

DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/22/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:	
DRAWN BY:	M.K./A.T.
JOB NO.:	IRV14-0198-00

SHEET
C3.6

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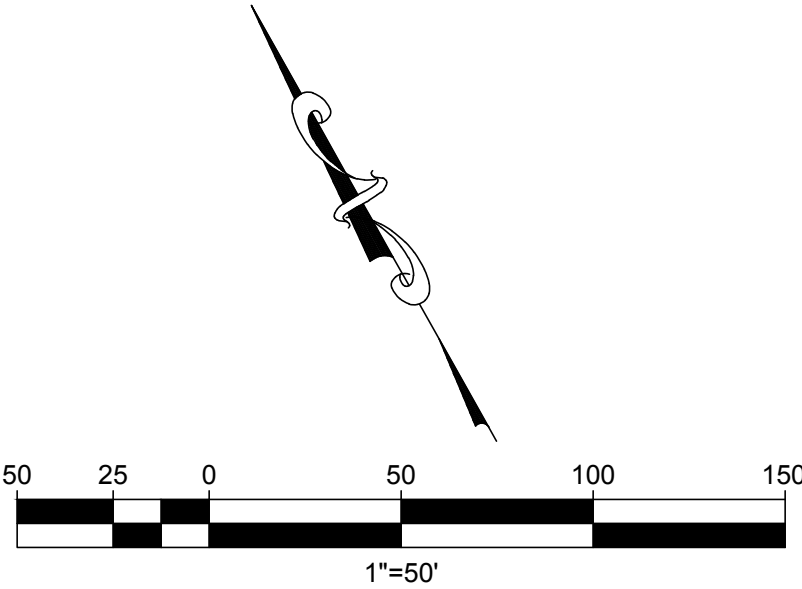


GRADING PLAN SHEET INDEX MAP

NOTE:
CONTRACTOR TO CHECK ALL EXISTING ELEVATIONS
WHICH IS SHOWN IN PARENTHESIS () AND INFORM THE
DESIGN ENGINEER FOR ANY DISCREPANCIES PRIOR TO
CONSTRUCTION

EARTHWORK QUANTITY	
RAW CUT	39,000 CY
RAW FILL	32,000 CY
NET CUT	7,000 CY
NOTE: 1. THE EARTHWORK QUANTITIES LISTED ON THESE PLANS ARE STATED ONLY FOR CALCULATION OF GRADING AND BUILDING PERMIT FEES. THESE QUANTITIES DO NOT INCLUDE TRENCH OR FOOTING SPOILS, SHRINK OR SWELL FROM COMPACTING EFFORTS OR OTHER VARIABLES. THE ENGINEER MAKES NO REPRESENTATION THIS SITE WILL BALANCE. THE CONTRACTOR SHALL DETERMINE HIS OWN EARTHWORK QUANTITIES AND BASE HIS BID ACCORDINGLY. 2. TAKE OFF ASSUMES UTILIZING EXISTING SITE CONCRETE, PAVING AND BASE ROCK FOR SELECT IMPACT AND CLASS II AB.	

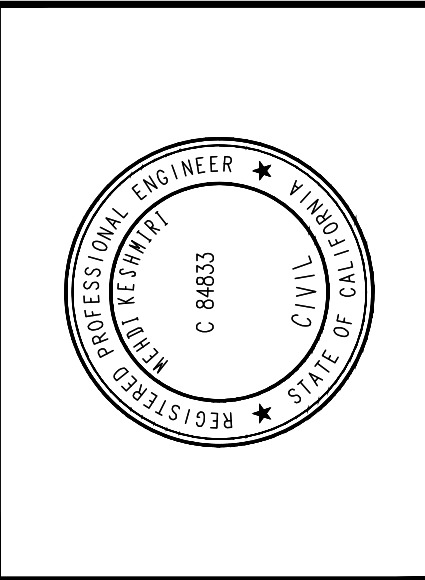
ABBREVIATIONS			
TC	TOP OF CURB	FG	FINISHED GROUND
FL	FLOW LINE	FS	FINISHED SURFACE
TOC	TOP OF CHANNEL	FF	FINISHED FLOOR



GRADING PLAN	
DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/22/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:	
DRAWN BY:	M.K./A.T.
JOB NO.:	IRV14-0198-00

SHEET
C4.0





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MOULTON NIGUEL WATER DISTRICT - BUILDING 1

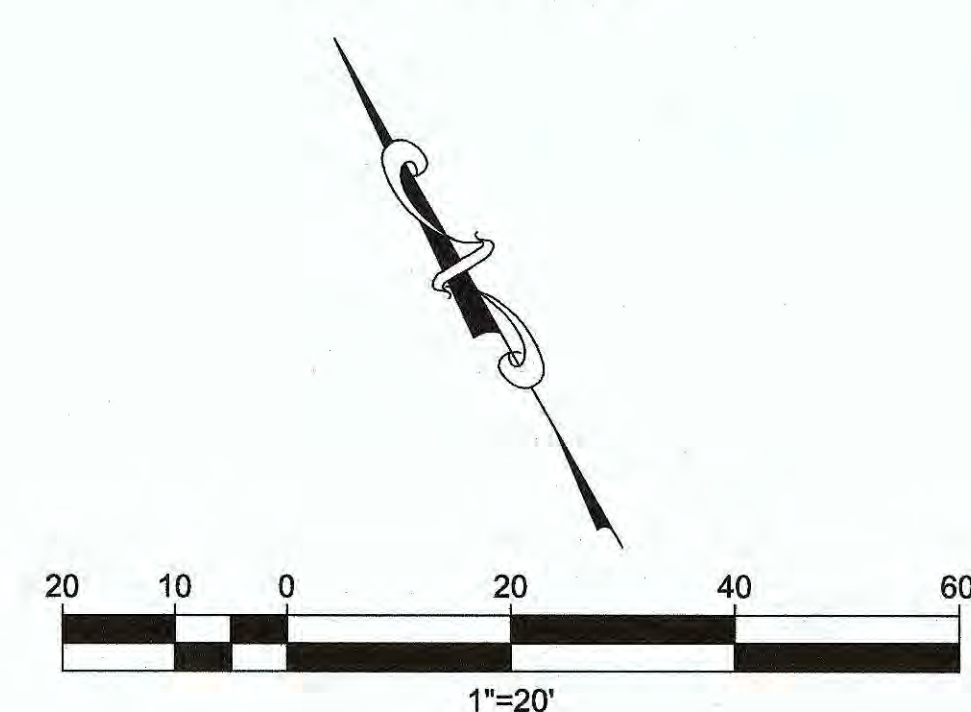
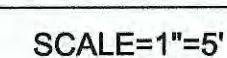
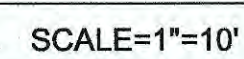
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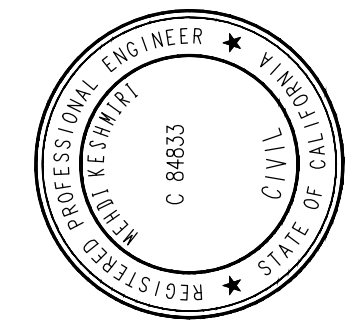
NOT FOR CONSTRUCTION



6 CONSTRUCT RETAINING CURB PER DETAIL 1 SHEET C4.5

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C4.1



Moulton Niguel Water

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GRADING PLAN	
DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/26/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:	
DRAWN BY:	M.K./A.T.
JOB NO.:	IRV14-0198-

SHE

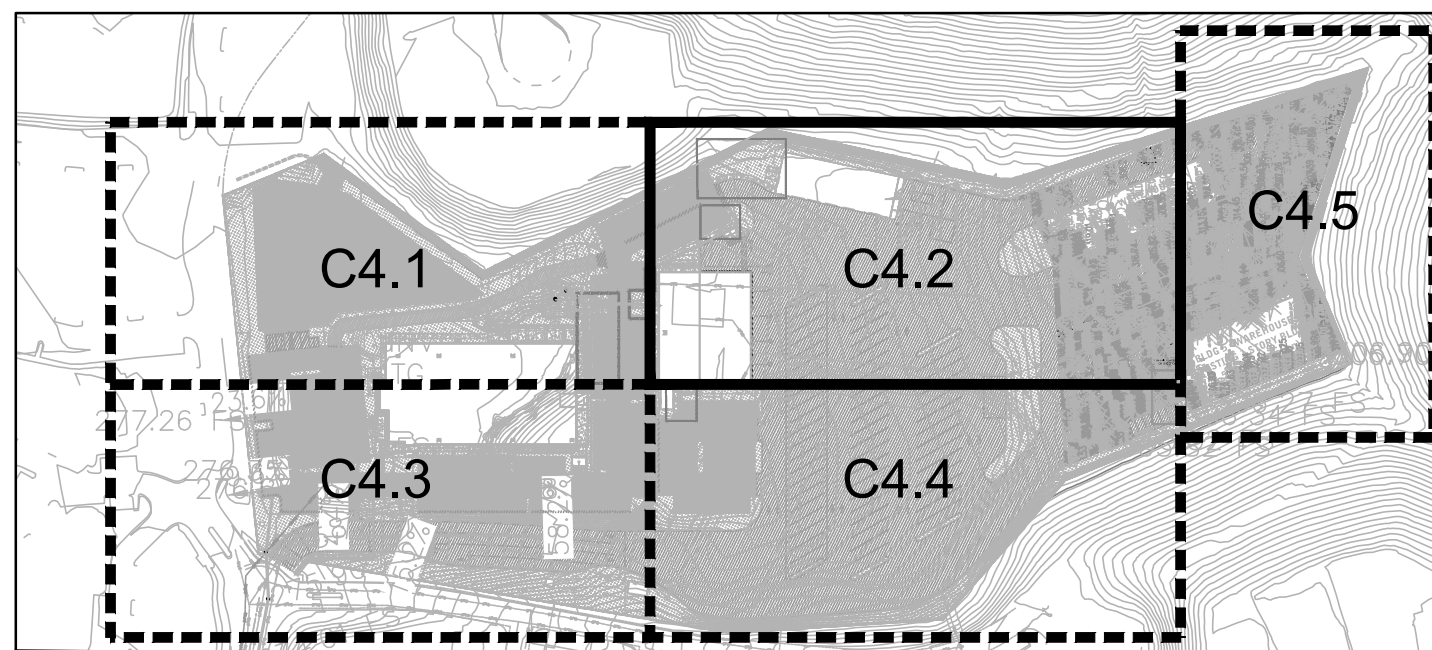
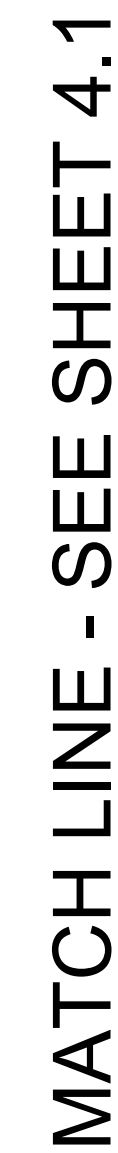
C4.2

Packet Pg. 404

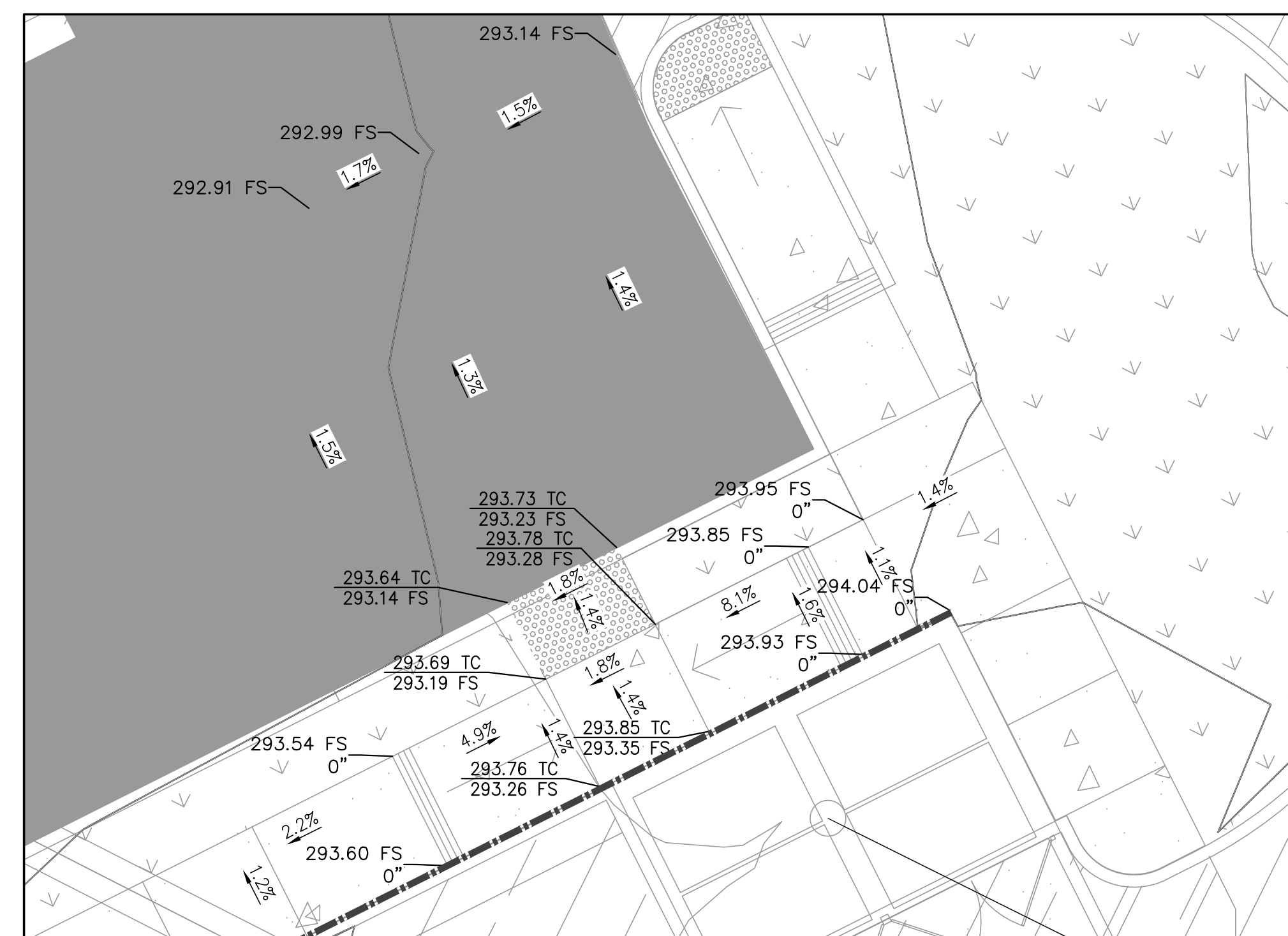
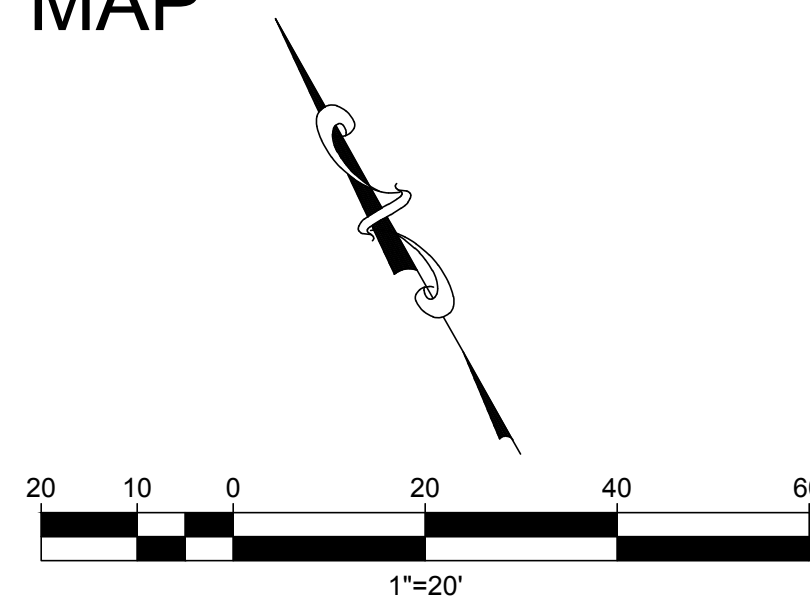
NOT FOR CONSTRUCTION

MATCH LINE - SEE SHEET 4.5

WAT FOR CONSTRUCTION

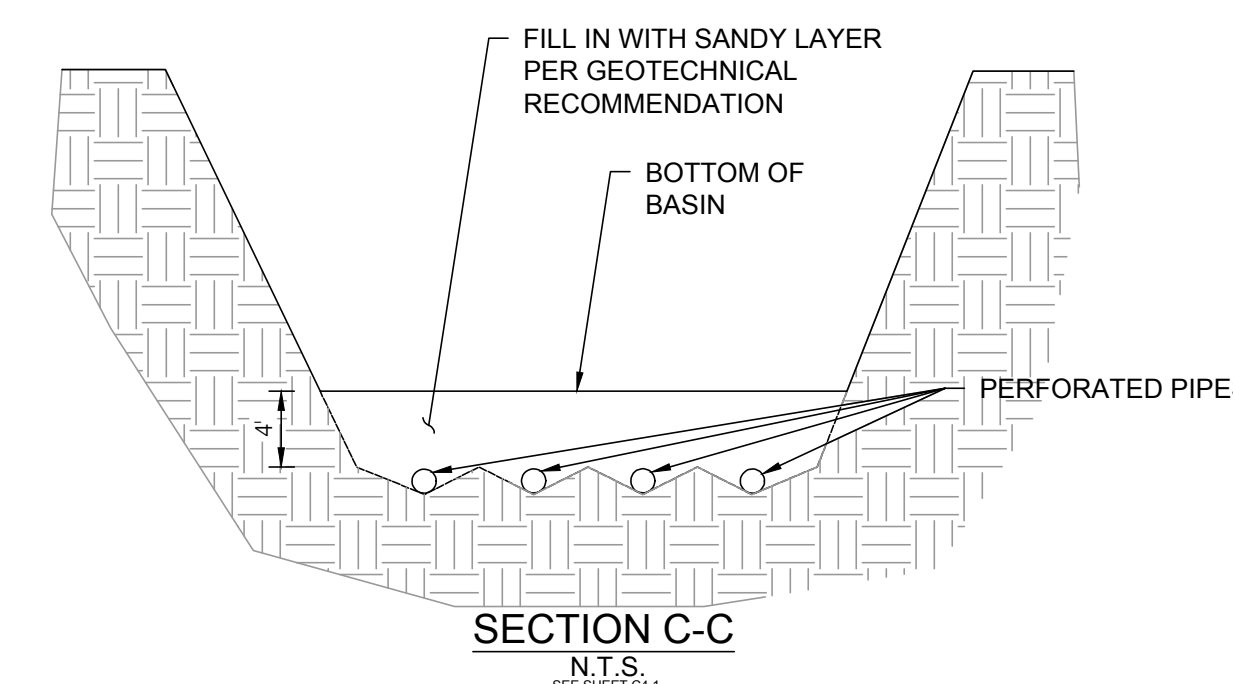
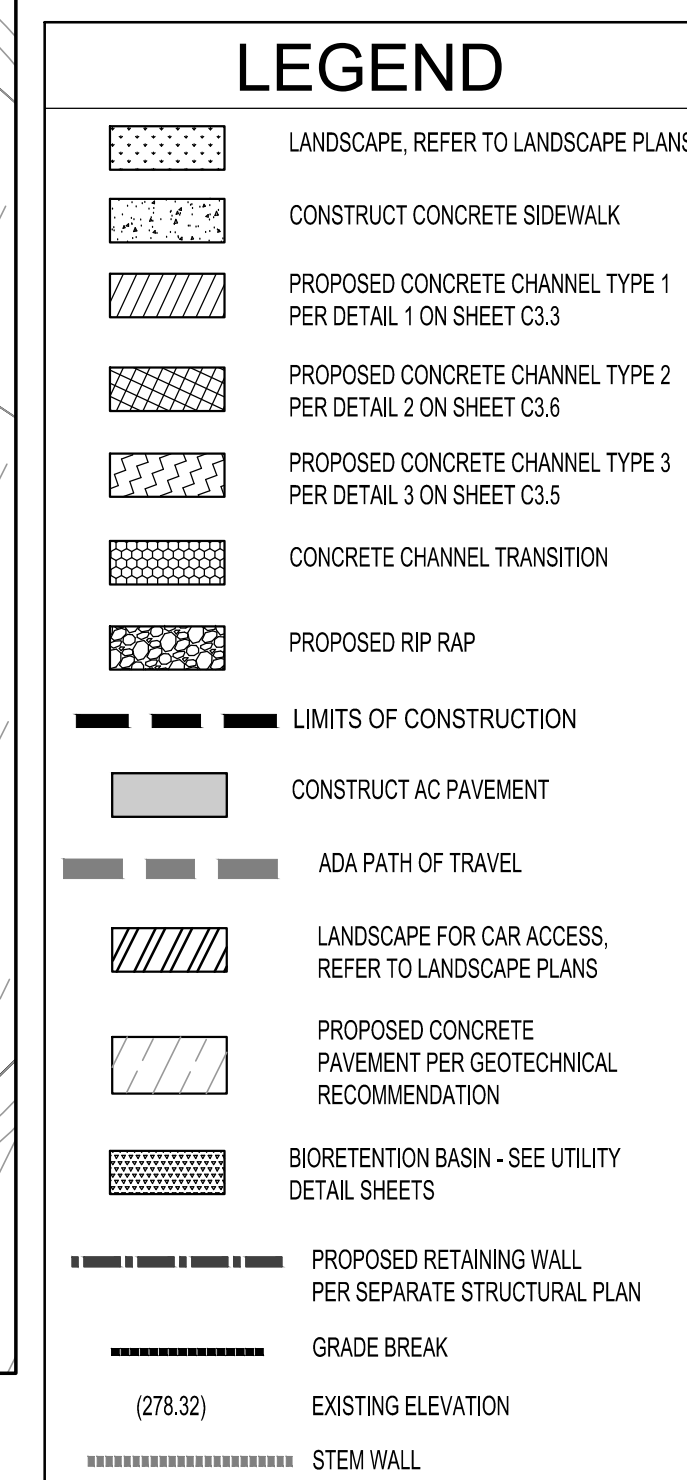


KEY MAP



DETAIL 1

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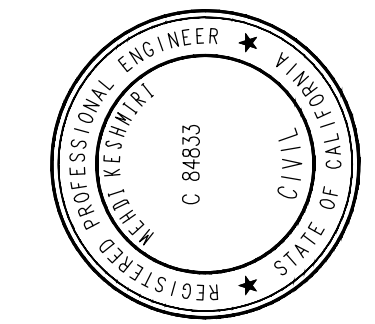


MATCH LINE - SEE SHEET 4.4

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MATCH LINE - SEE SHEET 4.4

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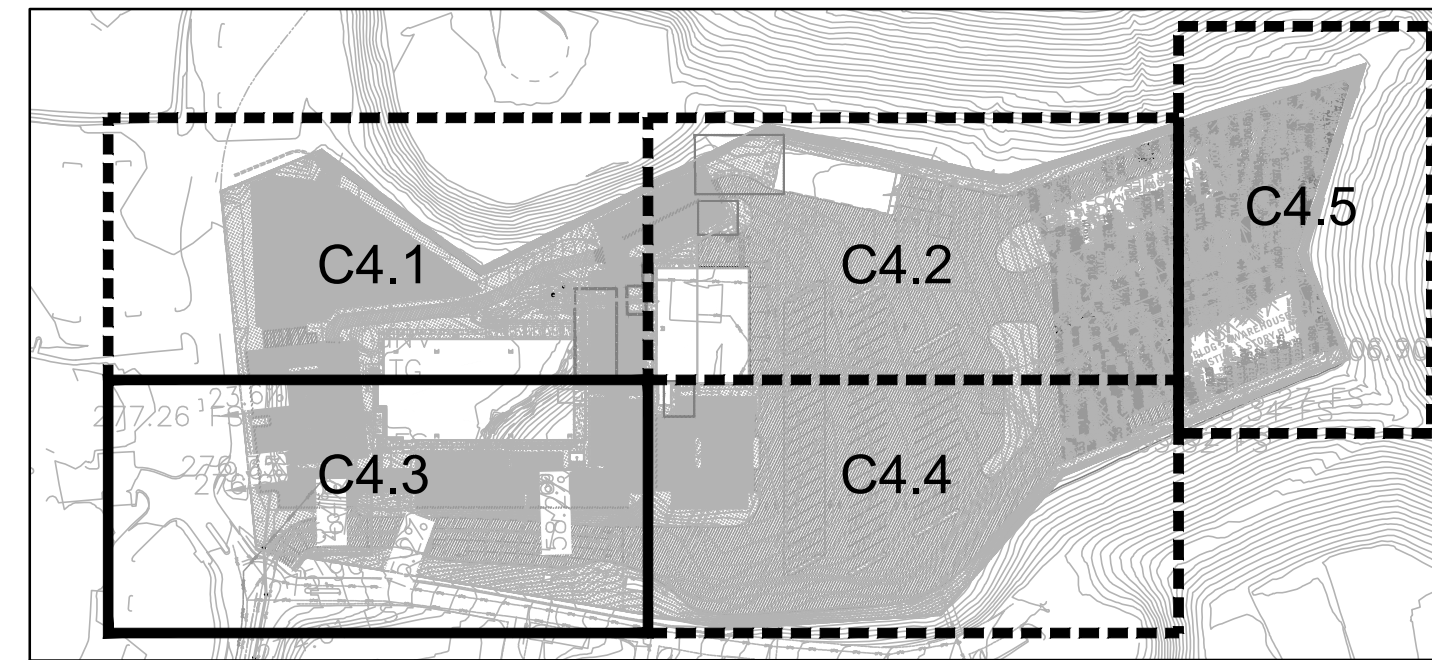
Moulton Niguel Water

GRADING PLAN		
DATE	REMARKS	
03/04/2017	SHELL AND CORE CITY SUBMITTAL	
05/26/2017	SHELL AND CORE CITY RESUBMITTAL	

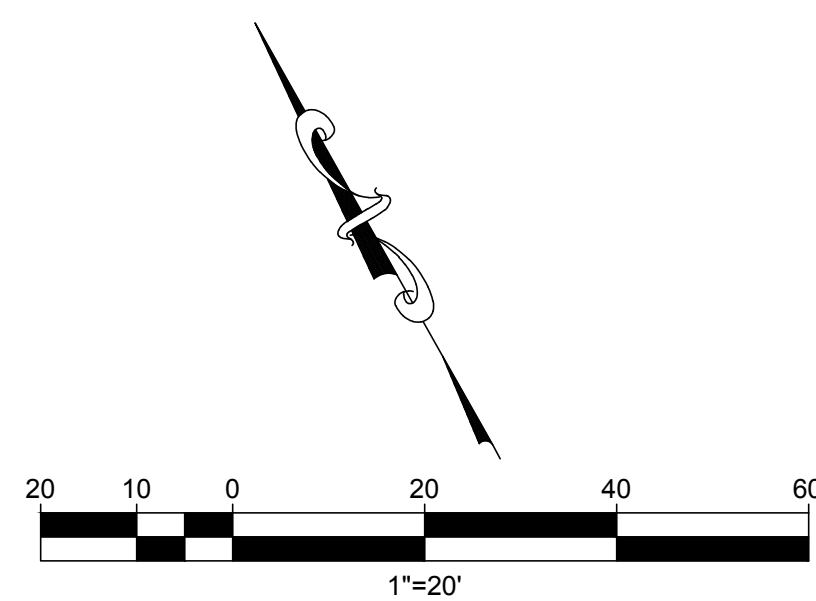
PA / PM:	
DRAWN BY:	M.K./A.T.
JOB NO.:	IRV14-0198-00

SHEET

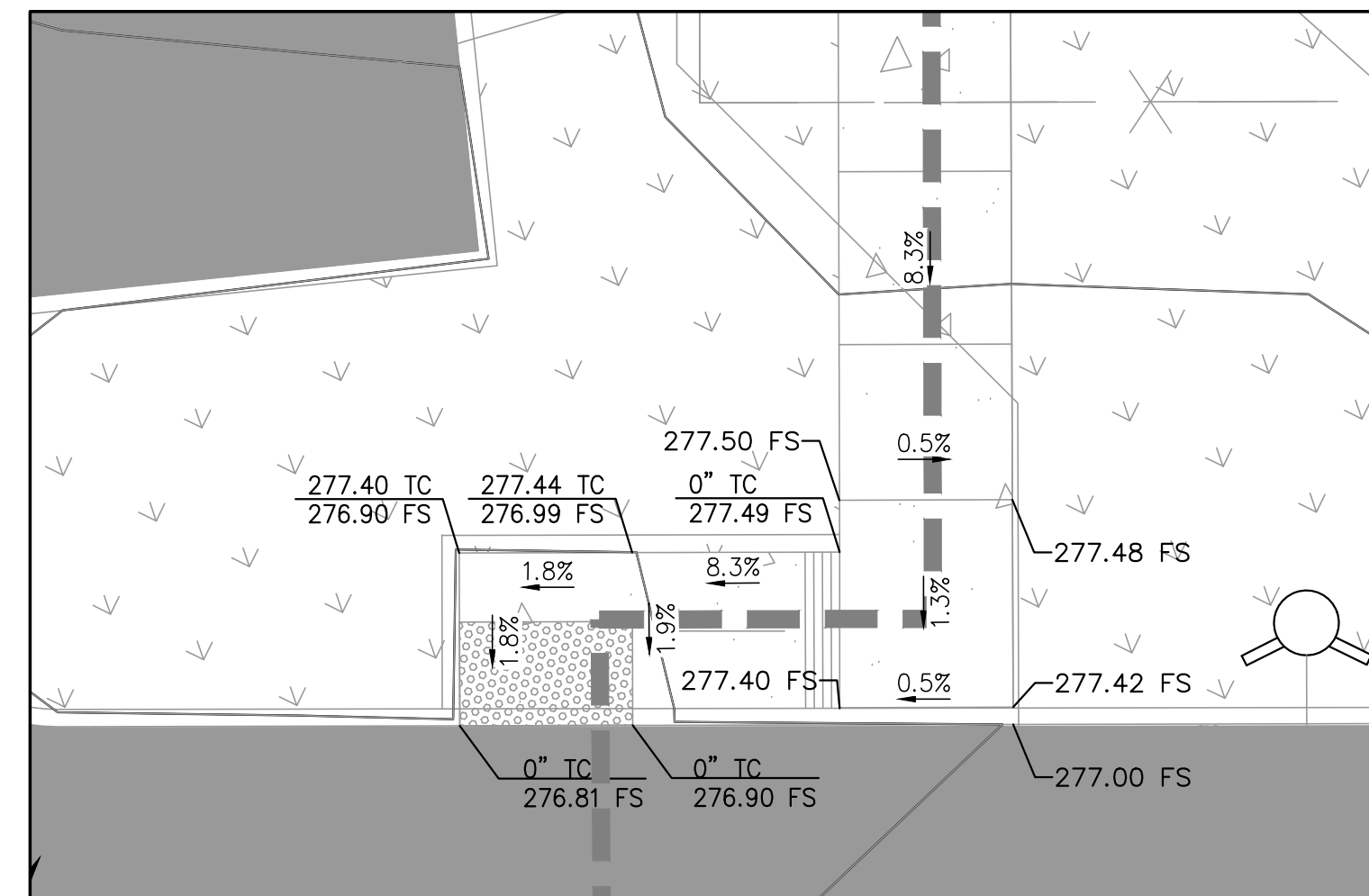
C4.3



KEY MAP



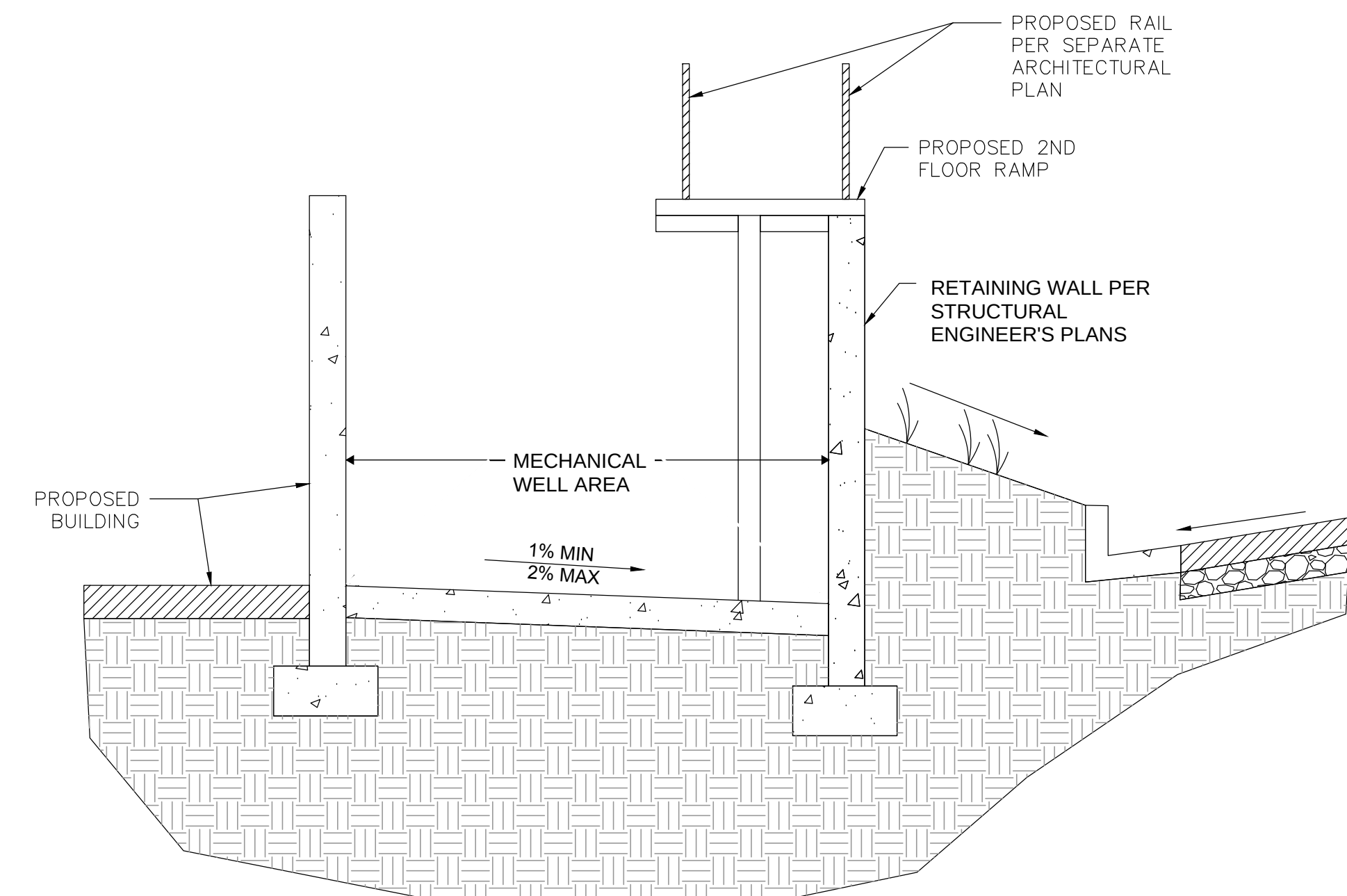
6	CONSTRUCT RETAINING CURB PER DETAIL 1 SHEET C4.5
---	--



DETAIL 1

SCALE 1"=5'

	LANDSCAPE, REFER TO LANDSCAPE PLANS
	CONSTRUCT CONCRETE SIDEWALK
	PROPOSED CONCRETE CHANNEL TYPE 1 PER DETAIL 1 ON SHEET C3.3
	PROPOSED CONCRETE CHANNEL TYPE 2 PER DETAIL 2 ON SHEET C3.6
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	CONCRETE CHANNEL TRANSITION
	PROPOSED RIP RAP
	LIMITS OF CONSTRUCTION
	CONSTRUCT AC PAVEMENT
	ADA PATH OF TRAVEL
	LANDSCAPE FOR CAR ACCESS, REFER TO LANDSCAPE PLANS
	PROPOSED CONCRETE PAVEMENT PER GEOTECHNICAL RECOMMENDATION
	BIORETENTION BASIN - SEE UTILITY DETAIL SHEETS
	PROPOSED RETAINING WALL PER SEPARATE STRUCTURAL PLAN
	GRADE BREAK
(278.32)	EXISTING ELEVATION
	STEM WALL



SECTION C-C

PLAN VIEW ON SHEET C4.1

N.T.S.

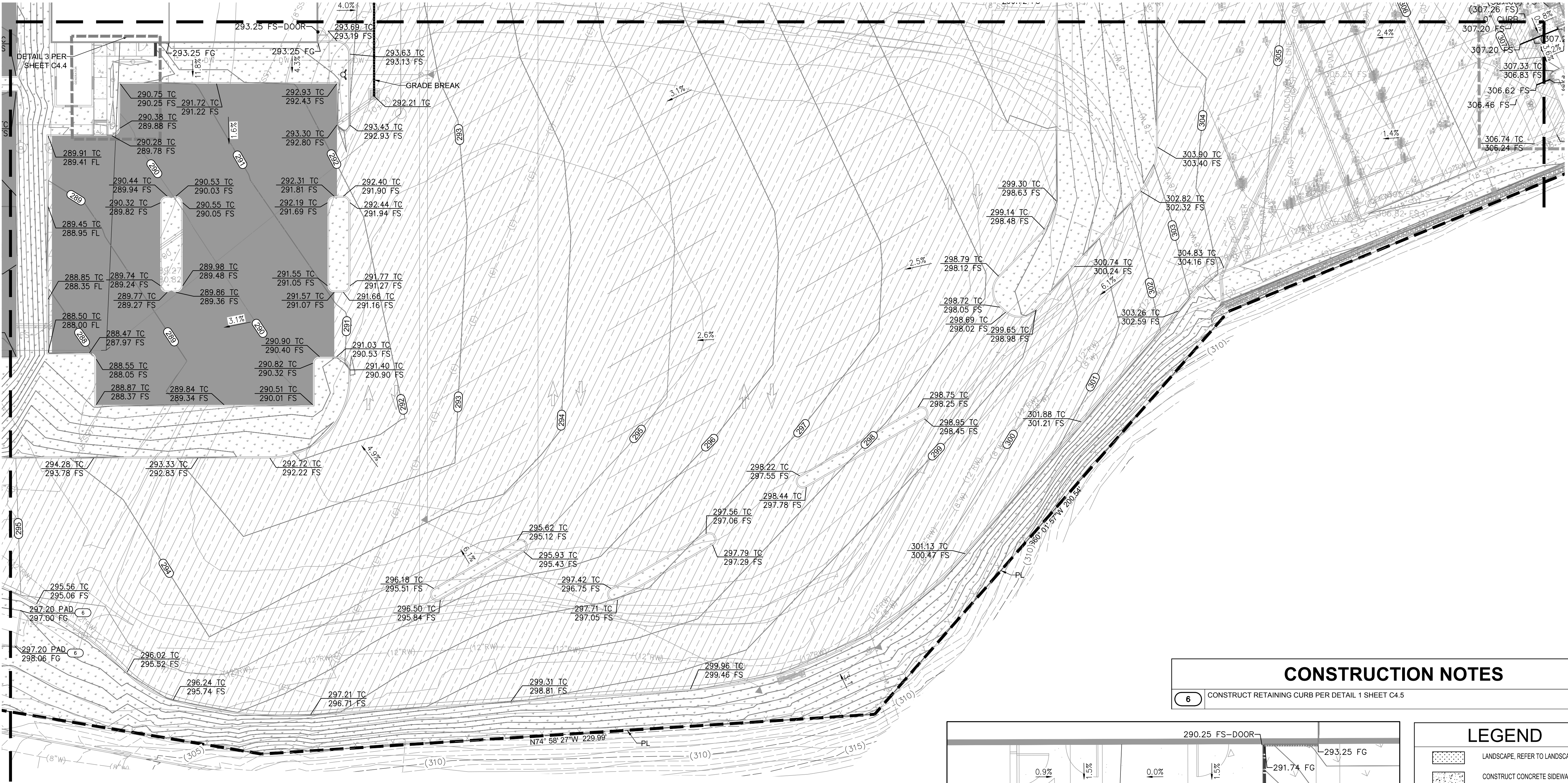
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MATCH LINE - SEE SHEET 4.2

MATCH LINE - SEE SHEET 4.5

MATCH LINE - SEE SHEET 4.3



CONSTRUCTION NOTES

6. CONSTRUCT RETAINING CURB PER DETAIL 1 SHEET C4.5

LEGEND

- LANDSCAPE, REFER TO LANDSCAPE PLANS
- CONSTRUCT CONCRETE SIDEWALK
- PROPOSED CONCRETE CHANNEL TYPE 1 PER DETAIL 1 ON SHEET C3.3
- PROPOSED CONCRETE CHANNEL TYPE 2 PER DETAIL 2 ON SHEET C3.6
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- PROPOSED RETAINING WALL PER SEPARATE STRUCTURAL PLAN
- GRADE BREAK (278.32)
- EXISTING ELEVATION
- STEM WALL

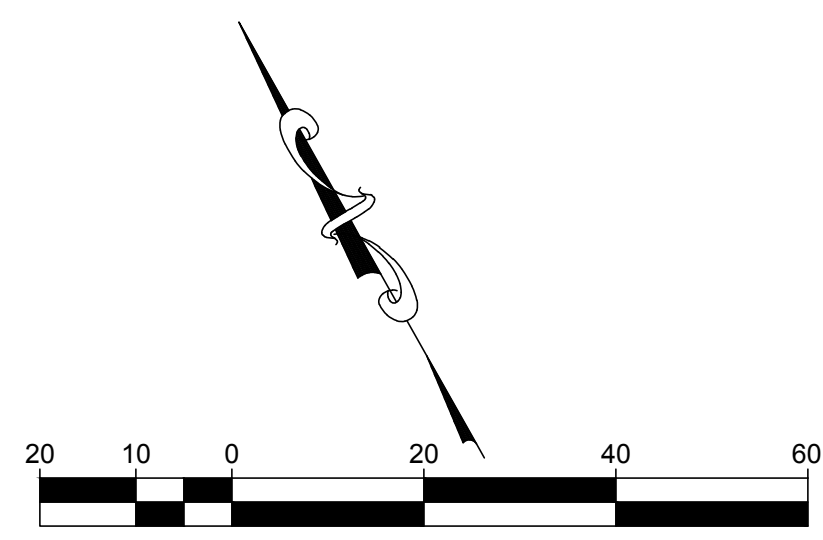
DETAIL 2

SCALE 1"=10'

DETAIL 3

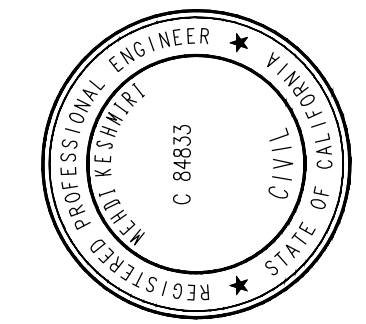
SCALE 1"=10'

KEY MAP



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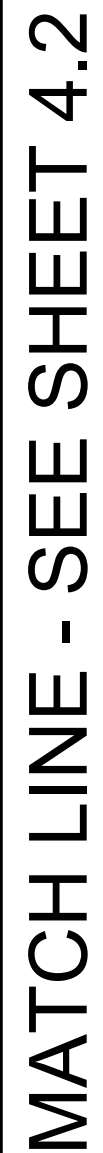
GRADING PLAN

DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/26/2017	SHELL AND CORE CITY RESUBMITTAL

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SHEET
C4.4

MATCH LINE - SEE SHEET 4.2

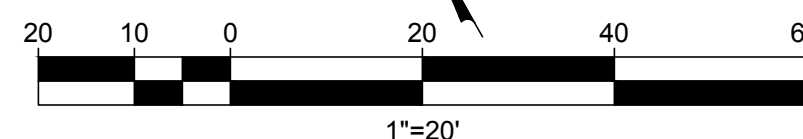


6 CONSTRUCT RETAINING CURB PER DETAIL 1 SHEET C4.5



SECTION A-A

N.T.S



SCALE 1"=5'



SCALE 1"=10'



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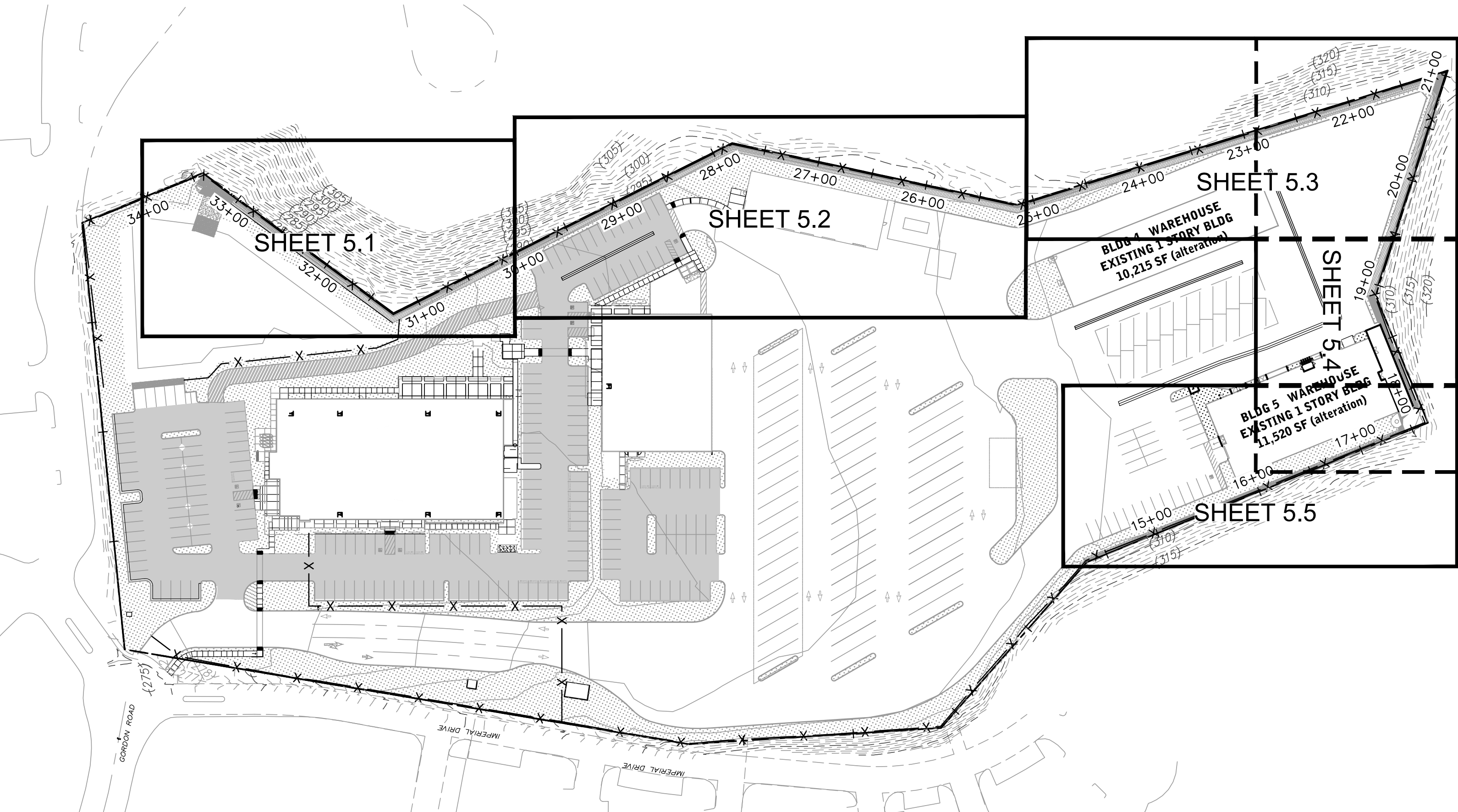
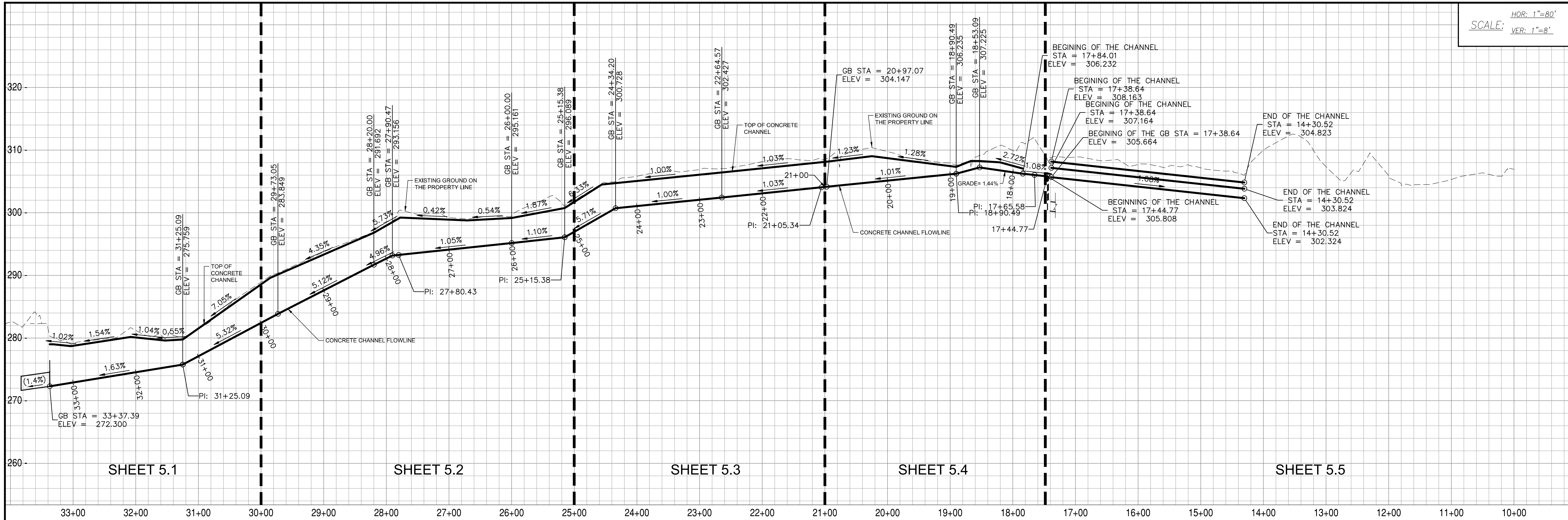
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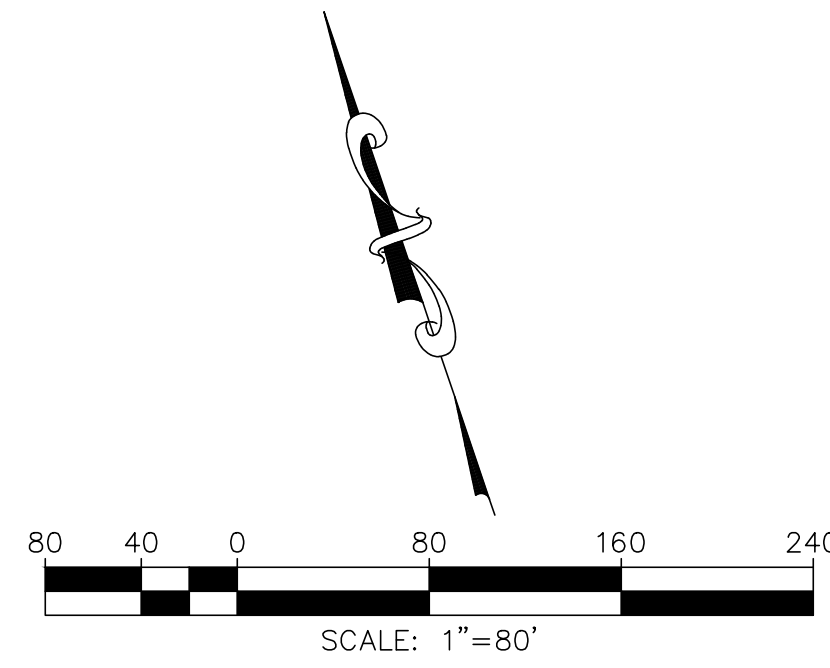
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C4.5

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CONCRETE CHANNEL PLAN AND PROFILE SHEET INDEX MAP



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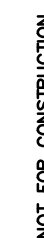
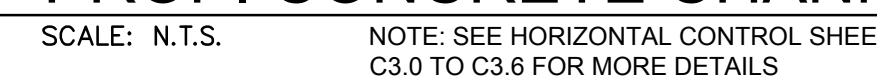
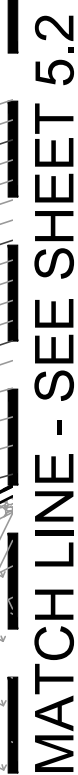
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CONCRETE CHANNEL PLAN AND PROFILE	
DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
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C5.1



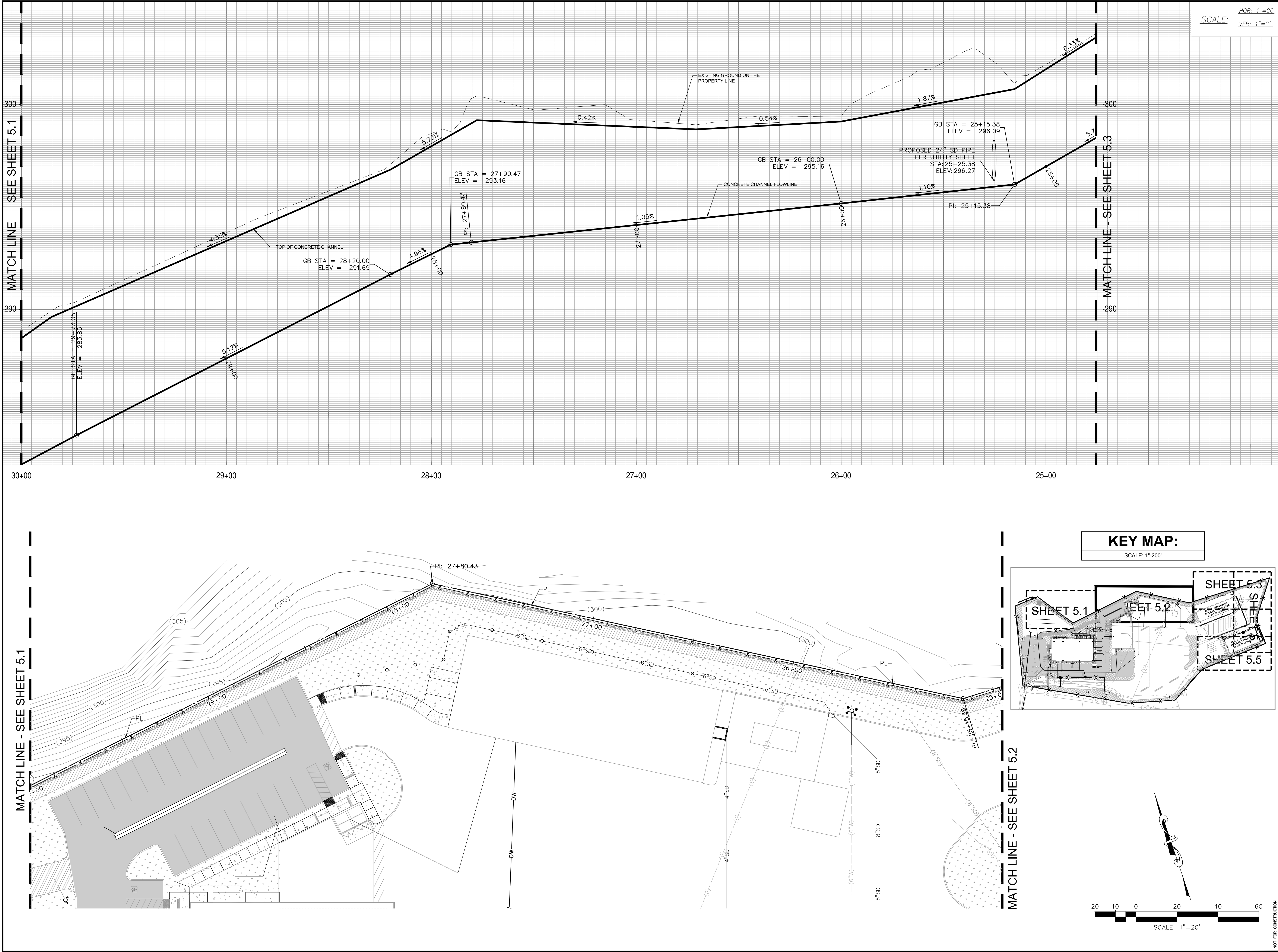
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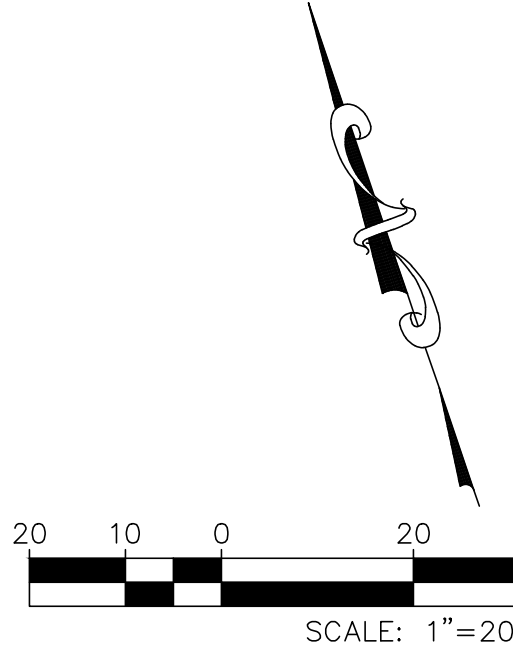
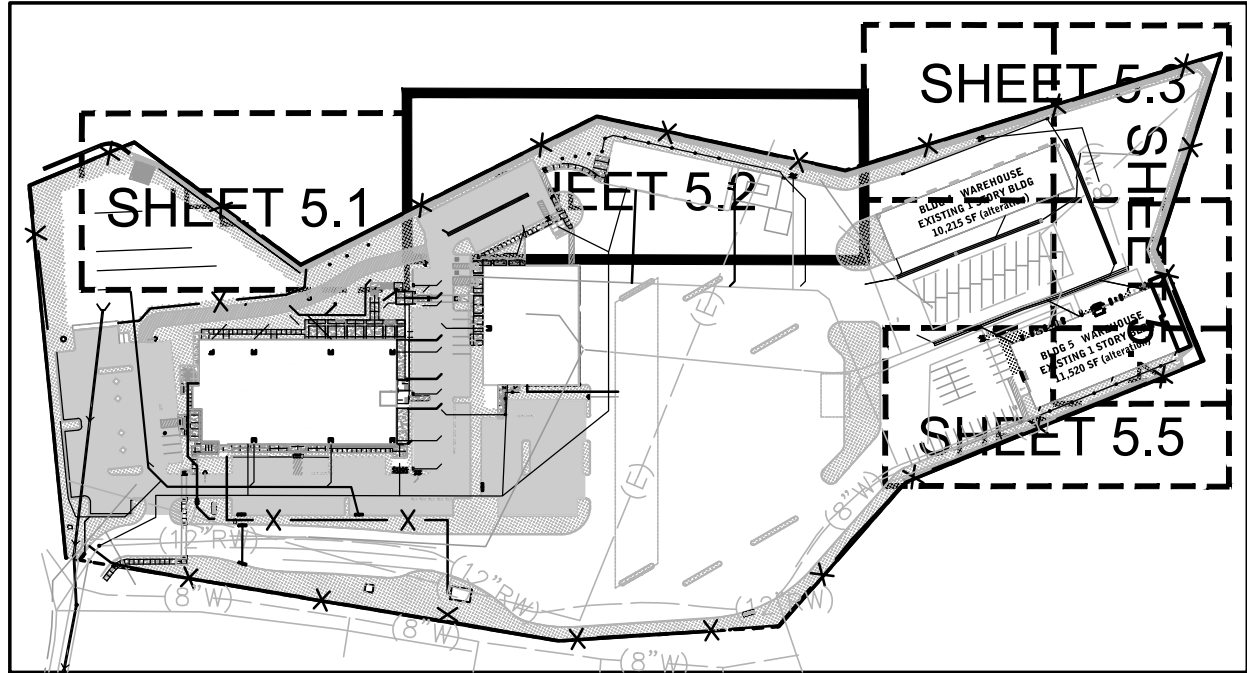
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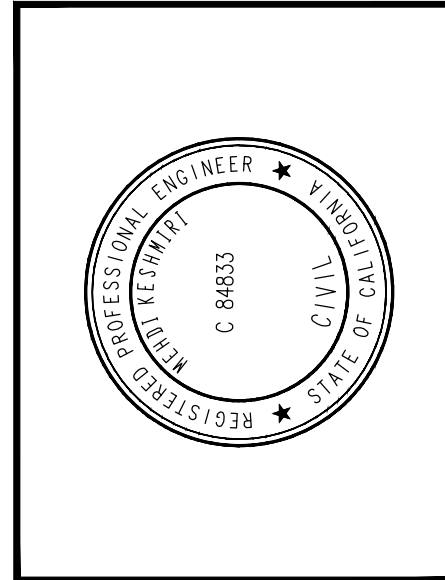
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CONCRETE CHANNEL PLAN AND PROFILE	
DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/22/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:	
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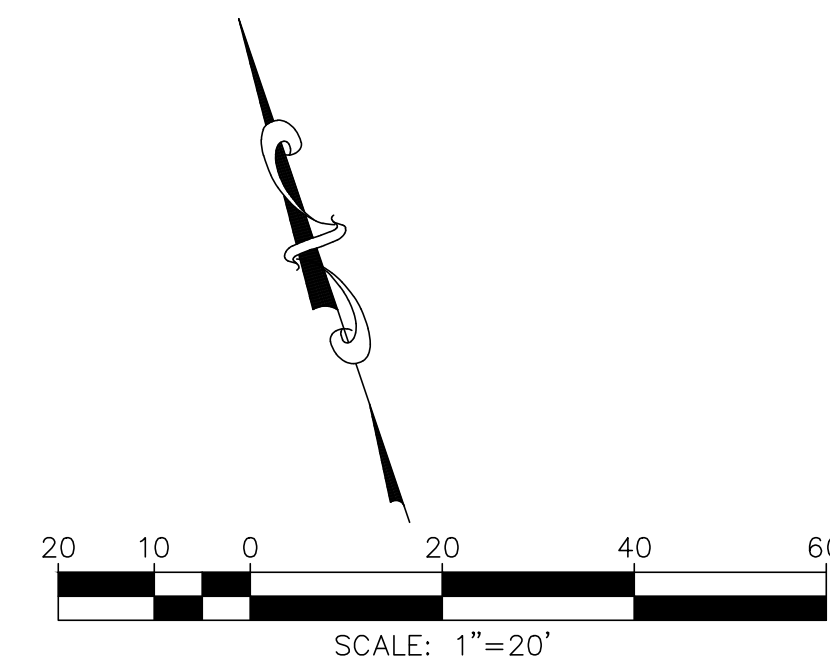
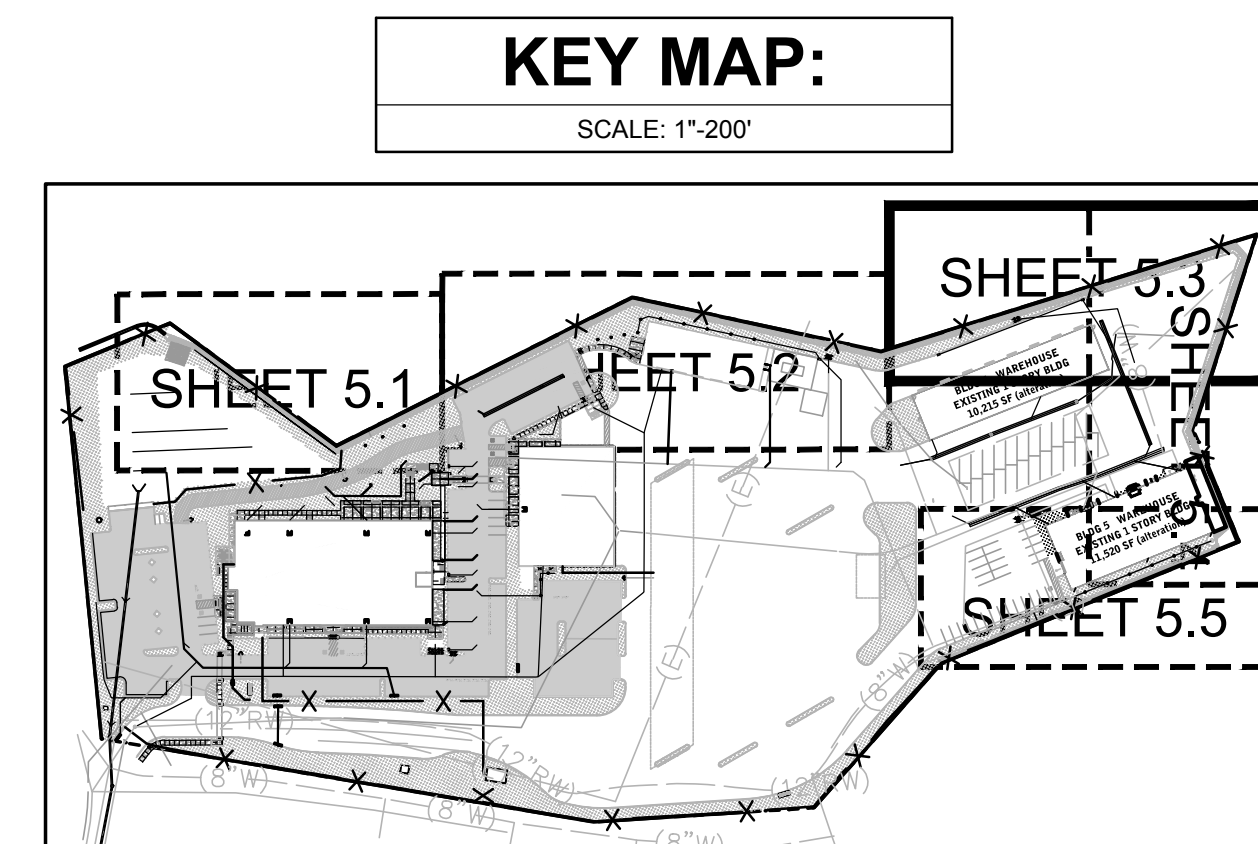
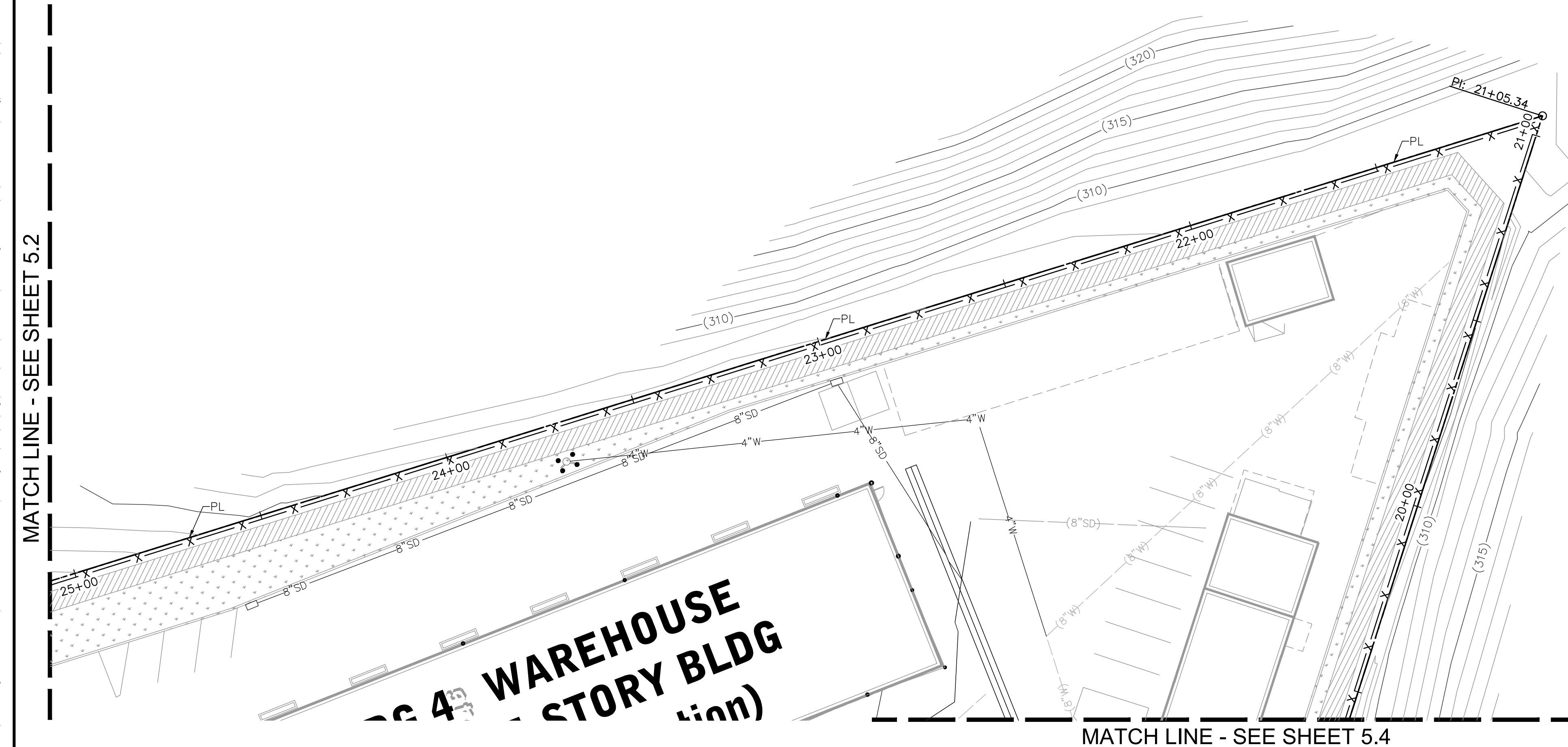
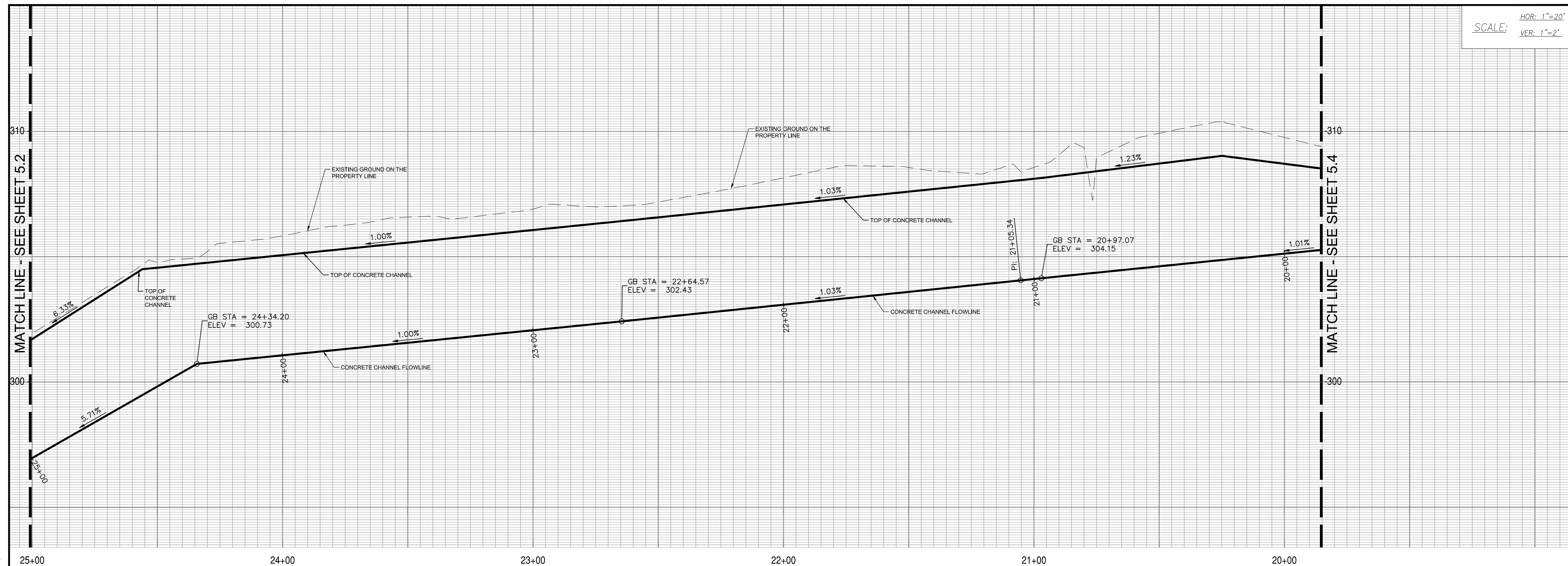
SHEET
C5.2



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PA / PM:	
DRAWN BY:	M.K
JOB NO.:	IRV14-0198-00

SHEET

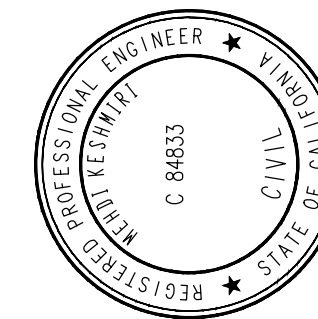
C5.3



Moulton Niguel Water

MOULTON NIGUEL WATER DISTRICT - BUILDING 1

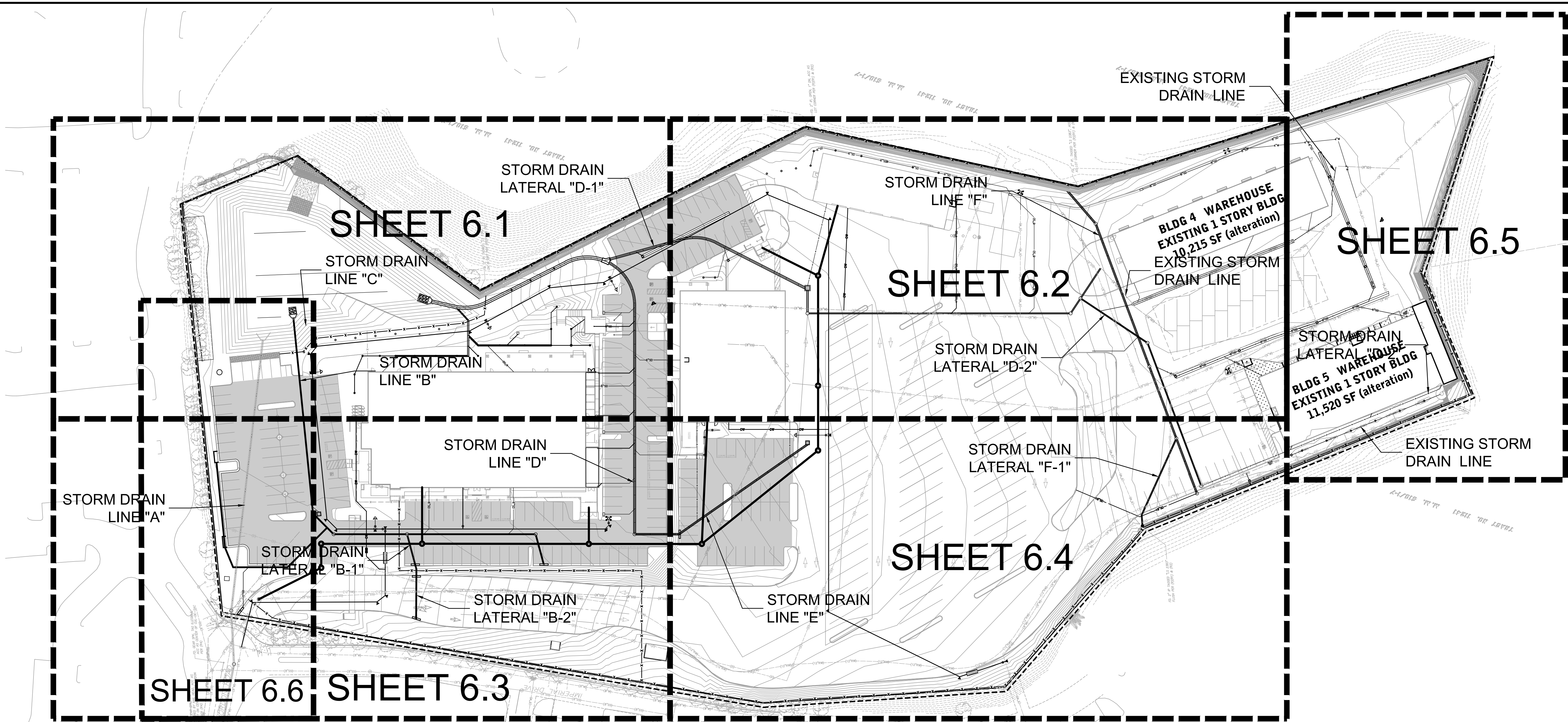
26161 GORDON RD.
LAGUNA HILLS, CA 92653



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10 edelman
irvine, california 92618
p 949.660.9128
f 949.863.1581

File: \\vmo-arch.com\Users\jason\last\moulton_niguel_water_district\N14-0198-00_mwd_concept_design\N14-0198-00_mwd_concept_design.dwg Saved: 12/26/2017 3:06 PM (jason) Plotted: 1/5/2018 4:38 PM (jason)

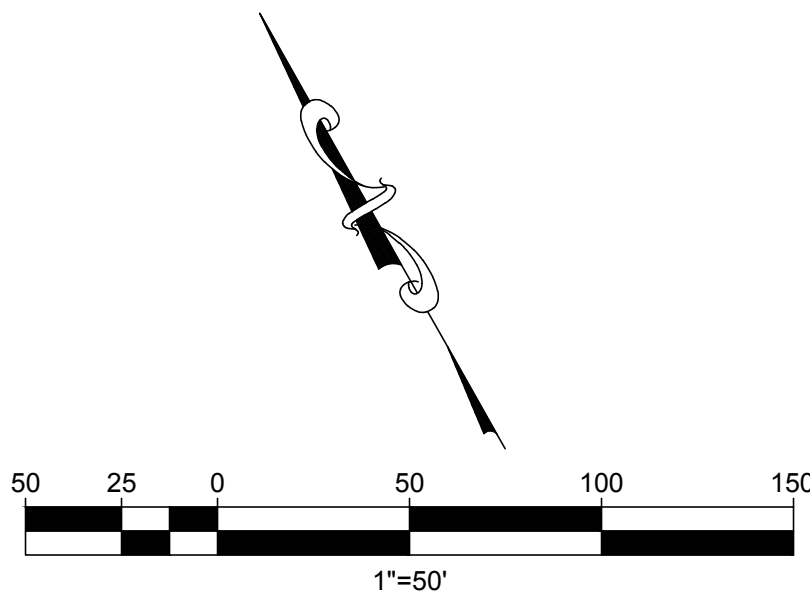


STORM DRAIN CONSTRUCTION NOTES		
1	PROVIDE AND INSTALL 15"ø PVC STORM DRAIN PIPE. ADJACENT ROOF DRAINS TO CONNECT TO PIPE.	198 LF
2	PROVIDE AND INSTALL STORM DRAIN END CAP.	2 EA
3	EX. 18"ø PVC (SDR 35) STORM DRAIN PIPE. PROTECT IN PLACE.	N/A
4	REMOVE EX. 18"ø PVC (SDR 35) STORM DRAIN PIPE.	N/A
5	PROVIDE AND INSTALL 24"ø PVC STORM DRAIN PIPE.	313 LF
6	PROVIDE AND INSTALL 12"ø PVC STORM DRAIN PIPE.	530 LF
7	PROVIDE AND INSTALL NDS AREA DRAIN PER DETAIL 5 ON SHEET 6.7	7 EA
8	CONSTRUCT MANHOLE PER APWA SPPWC STANDARD PLAN NO. 321-2.	9 EA
9	PROVIDE AND INSTALL 21"ø PVC STORM DRAIN PIPE.	123 LF
10	CONSTRUCT JUNCTION STRUCTURE PER APWA SPPWC STANDARD PLAN NO. 340-2.	1 EA
11	CONSTRUCT CATCH BASIN PER APWA SPPWC STANDARD PLAN NO. 300-3.	3 EA
12	CONSTRUCT LOCAL DEPRESSION PER APWA SPPWC STANDARD PLAN NO. 313-3, CASE D. SHOWN ON DETAIL 1 SHEET 6.7	7 EA
13	PROVIDE AND INSTALL JENSEN PRECAST DROP INLET PER DETAIL 3 ON SHEET 6.6	2 EA
14	CONSTRUCT TRASH RACK PER APWA SPPWC STANDARD PLAN NO. 361-2. SHOWN ON DETAIL 2 SHEET C6.7.	4 EA
15	CONSTRUCT WINGWALL/ENDWALL PER CALTRANS STANDARD PLAN NO. D86B. SHOWN ON DETAIL 3 SHEET C6.7.	3 EA
16	CONSTRUCT RIP RAP ENERGY DISSIPATOR PER DETAIL 1 ON SHEET 6.6	4 EA
17	PROVIDE AND INSTALL 18"ø PVC STORM DRAIN PIPE.	258 LF
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19	PROVIDE AND INSTALL 6"ø PVC STORM DRAIN PIPE.	380 LF
20	INSTALL 6" ATRIUM GRATE PER DETAIL 12 ON SHEET C6.8	27 EA
21	INSTALL 18" X 36" CATCH BASIN PER DETAIL 1 SHEET C6.5	
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23	CONSTRUCT TWO CATCH BASINS PER DETAIL 6 SHEET C6.7	4 EA

UTILITY PLAN SHEET INDEX MAP

SEWER CONSTRUCTION NOTES		
ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE		
1	INSTALL 6" PVC SDR 35 SANITARY SEWER PIPE. PVC PIPE BEDDING PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-5	268 LF
2	INSTALL STANDARD SEWER MANHOLE PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-1 & MANHOLE FRAME & COVER PER S-3.	4 EA
3	INSTALL 8" PVC SDR 35 SANITARY SEWER PIPE. PVC PIPE BEDDING PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-5	296 LF
4	INSTALL 4" PVC SDR 35 SANITARY SEWER PIPE. PVC PIPE BEDDING PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-5	90 LF

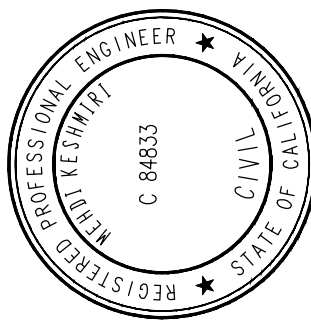
WATER CONSTRUCTION NOTES		
ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE		
1	PROVIDE AND INSTALL 8" FIRE LINE SERVICE.	2000 LF
2	INSTALL 6" GATE VALVE.	11 EA
3	INSTALL 6" FIRE HYDRANT PER STANDARD PER MOULTON NIGUEL WATER DISTRICT STD. NO. W-7	5 EA
4	INSTALL DOUBLE CHECK DETECTOR ASSEMBLY PER MOULTON NIGUEL WATER DISTRICT STD. NO. W-16	2 EA
5	REMOVE EX. 6" WATER LINE. REPLACE WITH SHOWN 8" DOMESTIC WATER SERVICE.	1 EA
6	PROVIDE AND INSTALL GUARD POST PER DETAIL 11 ON SHEET C6.8.	4 EA
7	INSTALL TYPICAL THRUST BLOCK PER MOULTON NIGUEL WATER DISTRICT STD. NO. W-12	23 EA



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architecture
planning
interiors
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civil engineering

10 eadelman
freemont, california 94618
phone 415.435.1228
fax 415.435.1581



MOULTON NIGUEL WATER DISTRICT - BUILDING 1
28161 GORDON RD.
LAGUNA HILLS, CA 92653

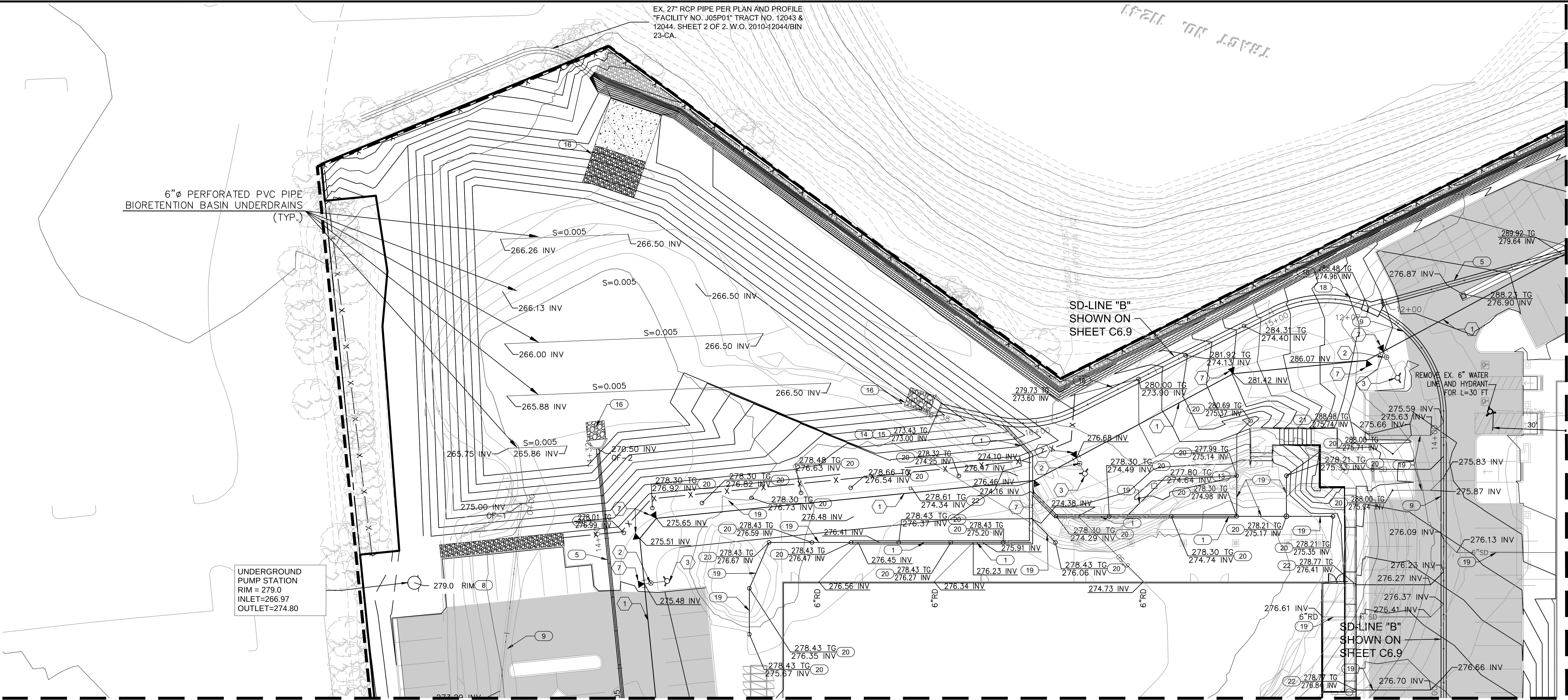
UTILITY PLAN

DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/22/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:	
DRAWN BY:	K.V.
JOB NO.:	IRV14-0198-00

SHEET
C6.0

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MATCH LINE - SEE SHEET 6.2

MATCH LINE - SEE SHEET 6.3

STORM DRAIN CONSTRUCTION NOTES

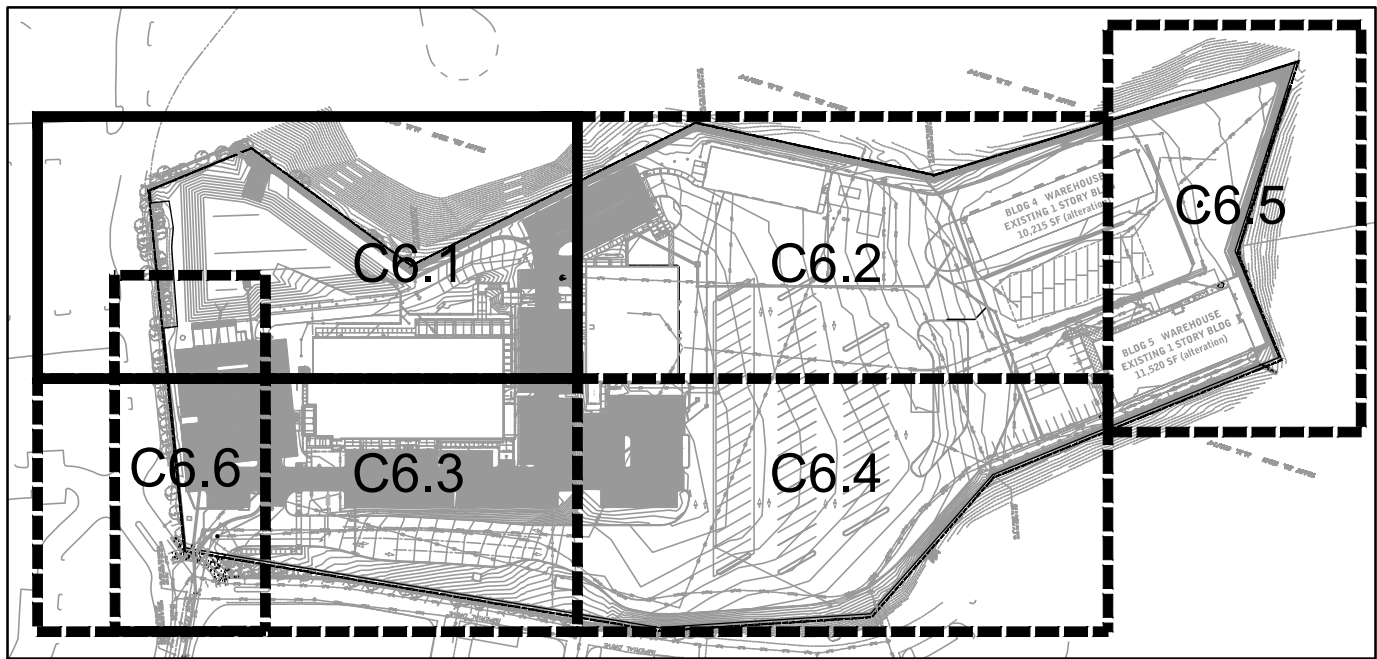
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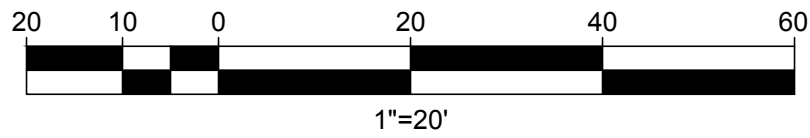
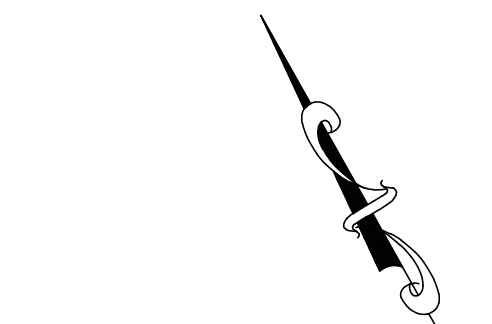
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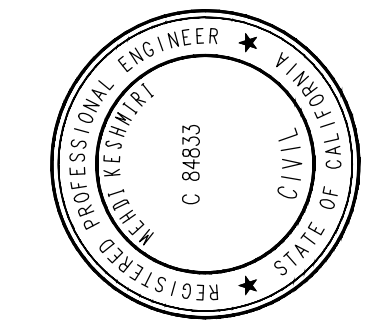
KEY MAP



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10 eckman
freemont
p 949.663.1028
f 949.863.1581



MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD
LAGUNA HILLS, CA 92653

UTILITY PLAN

REMARKS	
DATE	SHELL AND CORE CITY SUBMITTAL
03/04/2017	
DATE	SHELL AND CORE CITY RESUBMITTAL
05/22/2017	

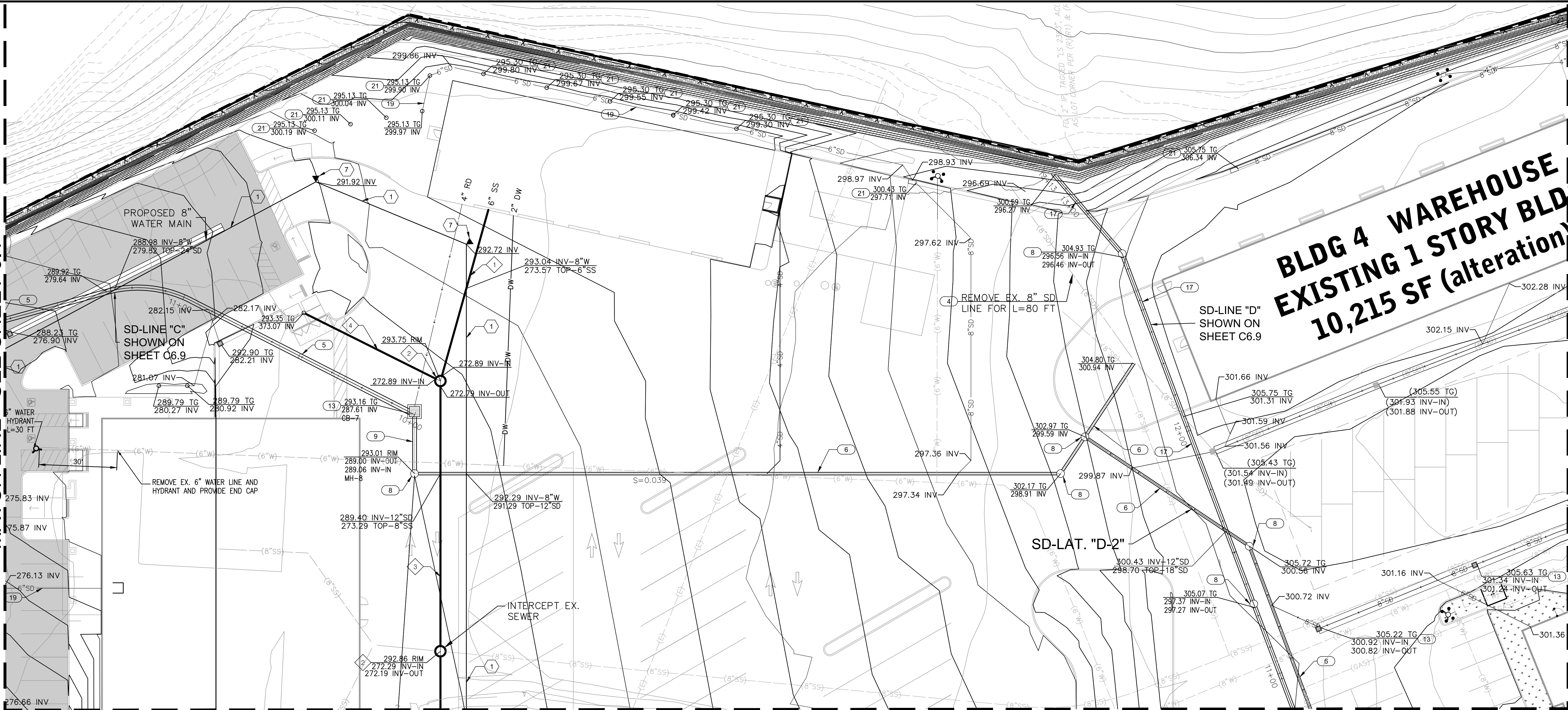
PA / PM:	
DRAWN BY:	K.V.
JOB NO.:	IRV14-0198-00

SHEET
C6.1

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MATCH LINE - SEE SHEET 6.1



MATCH LINE - SEE SHEET 6.5

**BLDG 4 WAREHOUSE
EXISTING 1 STORY BLD
10,215 SF (alteration)**

STORM DRAIN CONSTRUCTION NOTES

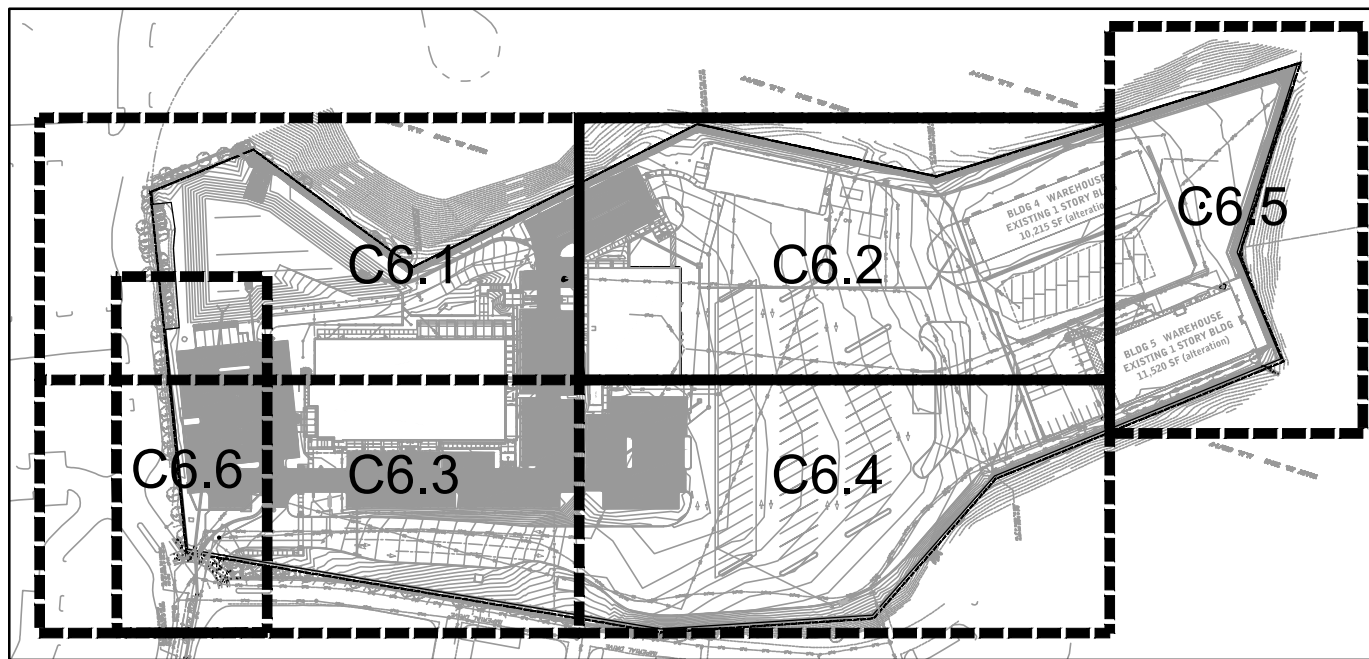
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SEWER CONSTRUCTION NOTES

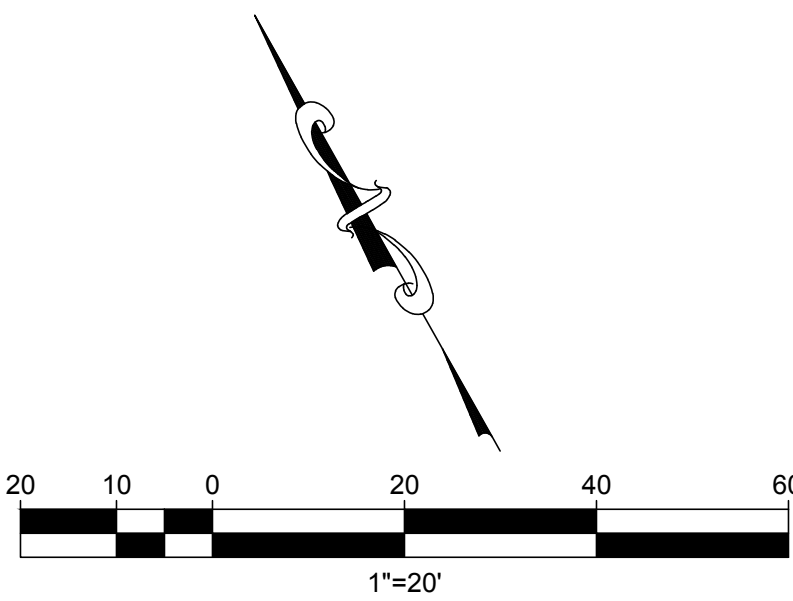
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WATER CONSTRUCTION NOTES

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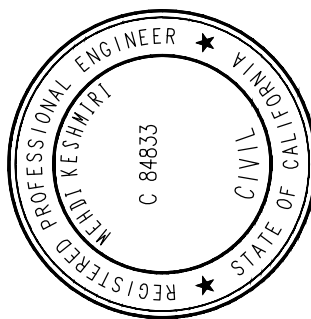


KEY MAP



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10 eleanor
frederic malcolm 92618
p 949.863.1928
f 949.863.1581



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UTILITY PLAN

REMARKS	
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03/04/2017	05/26/2017
SHELL AND CORE CITY RESUBMITTAL	

PA / PM:	
DRAWN BY:	K.V.
JOB NO.:	IRV14-0198-00

SHEET

C6.2

MATCH LINE - SEE SHEET 6.4

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civil engineering

10 edelman
irvine, california 92614
p 949.660.9128
f 949.863.1581



Attachment: Plans (1725 : MNWD Operations Center and Site Consolidation Project)

PA / PM:	
DRAWN BY:	K.V.
JOB NO.:	IRV14-0198-0

C6.3

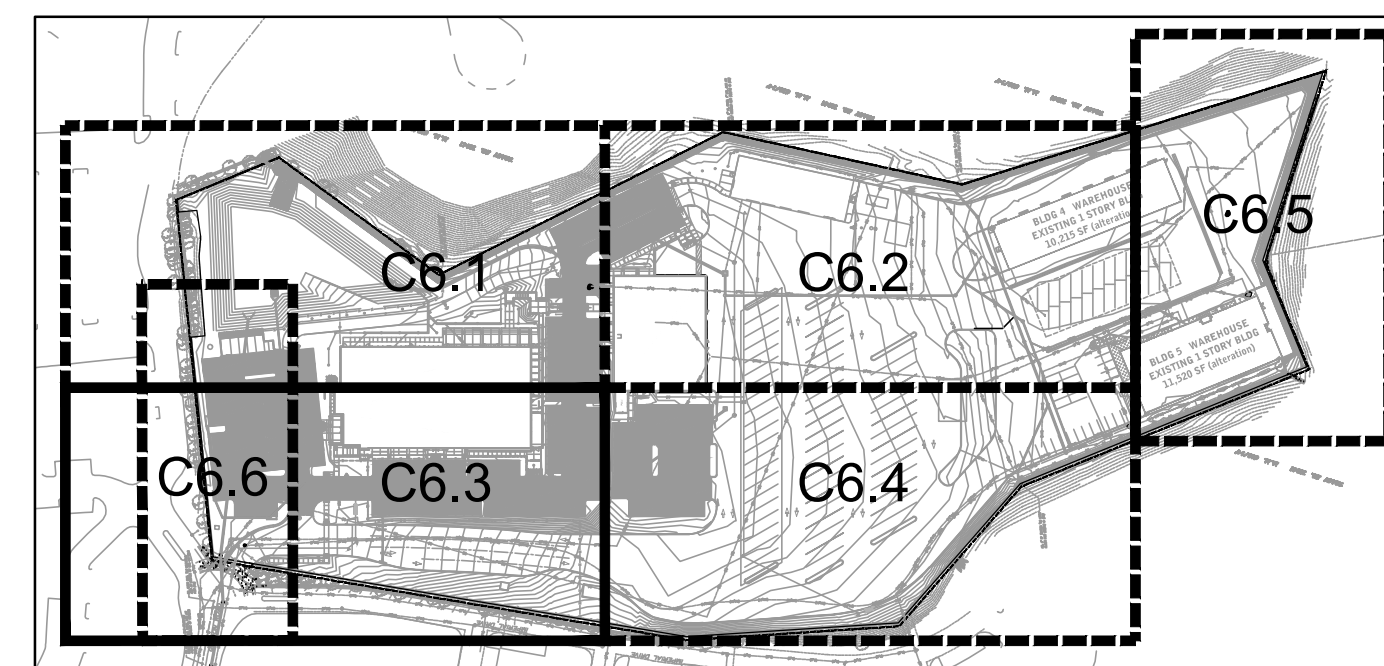


Figure 1 shows a schematic diagram of a 1D lattice. The lattice consists of two rows of sites. The top row has sites labeled 20, 10, 0, 20, 40, 60. The bottom row has sites labeled 19, 9, -1, 19, 39, 59. A scale bar below the lattice indicates that 1 inch equals 20 units.

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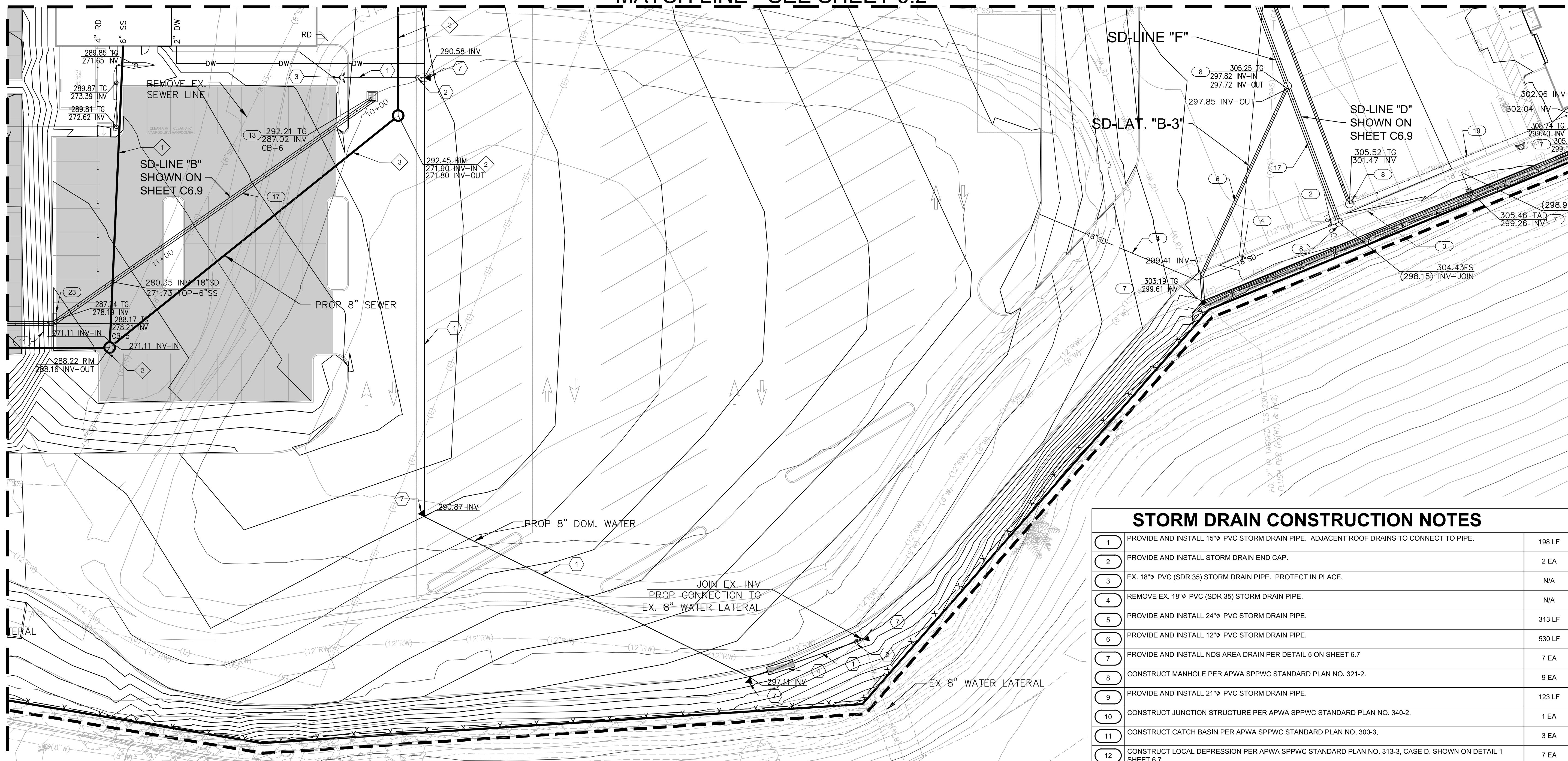
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MATCH LINE - SEE SHEET 5.5

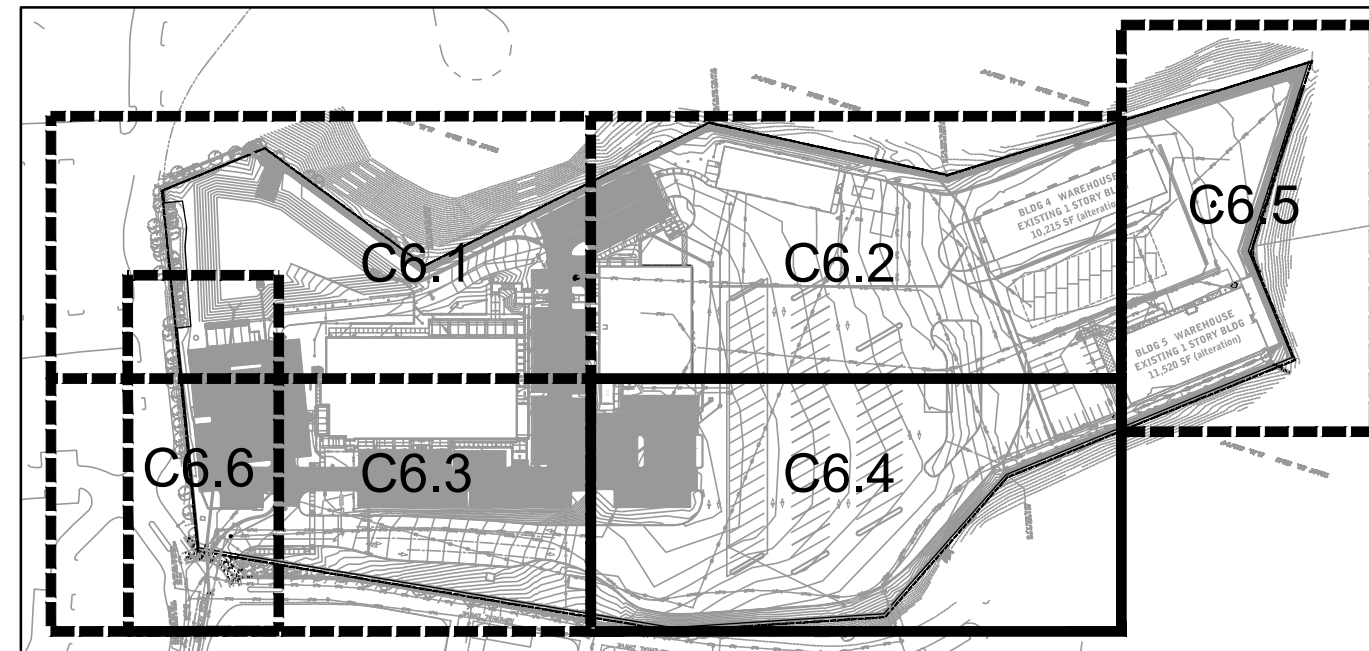
MATCH LINE - SEE SHEET 6.3



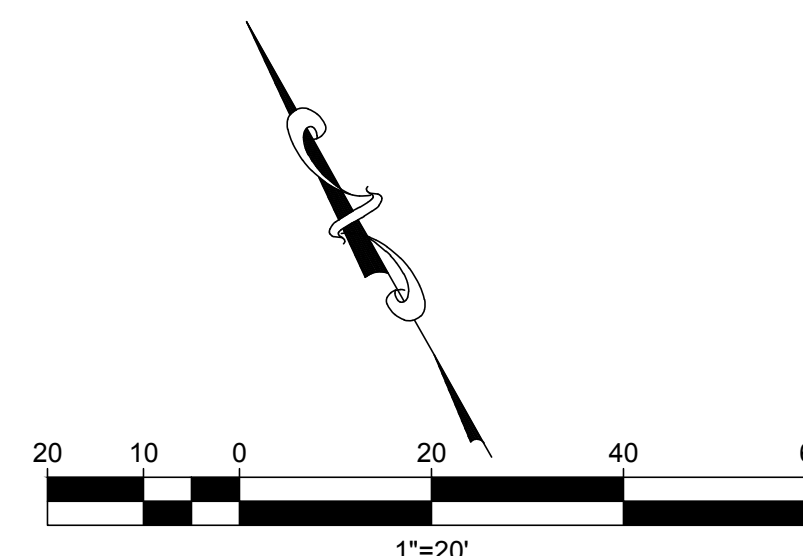
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15	CONSTRUCT WINGWALL/ENDWALL PER CALTRANS STANDARD PLAN NO. D86B. SHOWN ON DETAIL 3 SHEET C6.7.	3 EA
16	CONSTRUCT RIP RAP ENERGY DISSIPATOR PER DETAIL 1 ON SHEET 6.6	4 EA
17	PROVIDE AND INSTALL 18" PVC STORM DRAIN PIPE.	258 LF
18	PROVIDE AND INSTALL 36" REINFORCED CONCRETE STORM DRAIN PIPE.	196 LF
19	PROVIDE AND INSTALL 6" PVC STORM DRAIN PIPE.	380 LF
20	INSTALL 6" ATRIUM GRATE PER DETAIL 12 ON SHEET C6.8	27 EA
21	INSTALL 18" X 36" CATCH BASIN PER DETAIL 1 SHEET C6.5	
22	INSTALL 12" X 12" CATCH BASIN PER DETAIL 1 SHEET C6.5	
23	CONSTRUCT TWO CATCH BASINS PER DETAIL 6 SHEET C6.7	4 EA

SEWER CONSTRUCTION NOTES		
ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE		
1	INSTALL 6" PVC SDR 35 SANITARY SEWER PIPE. PVC PIPE BEDDING PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-5	268 LF
2	INSTALL STANDARD SEWER MANHOLE PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-1 & MANHOLE FRAME & COVER PER S-3.	4 EA
3	INSTALL 8" PVC SDR 35 SANITARY SEWER PIPE. PVC PIPE BEDDING PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-5	296 LF
4	INSTALL 4" PVC SDR 35 SANITARY SEWER PIPE. PVC PIPE BEDDING PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-5	90 LF

WATER CONSTRUCTION NOTES		
ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE		
1	PROVIDE AND INSTALL 8" FIRE LINE SERVICE.	2000 LF
2	INSTALL 6" GATE VALVE.	11 EA
3	INSTALL 6" FIRE HYDRANT PER STANDARD PER MOULTON NIGUEL WATER DISTRICT STD. NO. W-7	5 EA
4	INSTALL DOUBLE CHECK DETECTOR ASSEMBLY PER MOULTON NIGUEL WATER DISTRICT STD. NO. W-16	2 EA
5	REMOVE EX. 6" WATER LINE. REPLACE WITH SHOWN 8" DOMESTIC WATER SERVICE.	1 EA
6	PROVIDE AND INSTALL GUARD POST PER DETAIL 11 ON SHEET C6.8.	4 EA
7	INSTALL TYPICAL THRUST BLOCK PER MOULTON NIGUEL WATER DISTRICT STD. NO. W-12	23 EA



KEY MAP



MATCH LINE - SEE SHEET 15.5

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Moulton Niguel Water

MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD.
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UTILITY PLAN	
REMARKS	
DATE	
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/28/2017	SHELL AND CORE CITY RESUBMITTAL

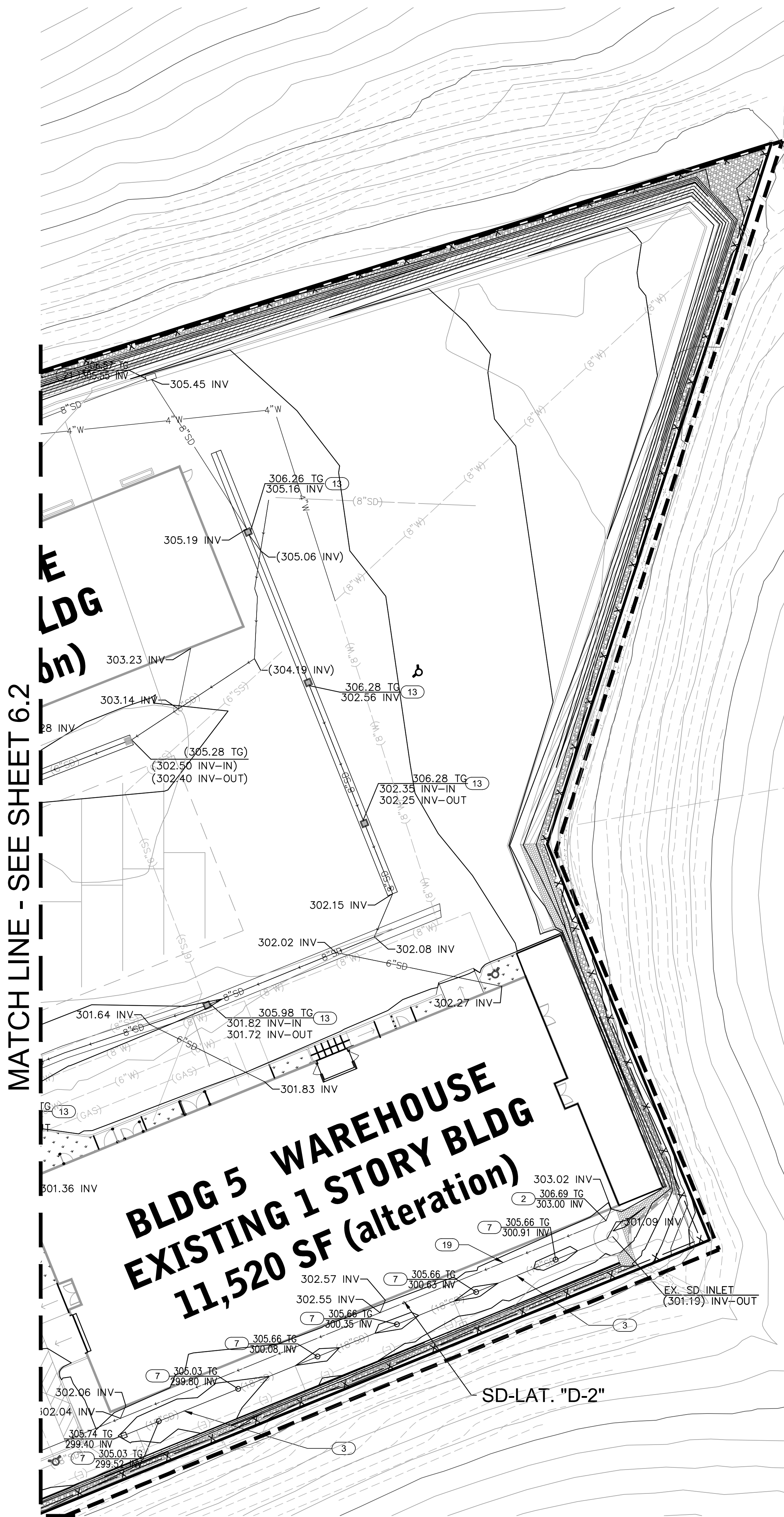
PA / PM:	
DRAWN BY:	K.V.
JOB NO.:	IRV14-0198-00

SHEET

C6.4

File: \\vmo-arch.com\lv\mva\last\moulton_niguel_water_district\lv14-0198-00_mmd_concept_design\lv14-0198-00_mmd_concept_design.dwg
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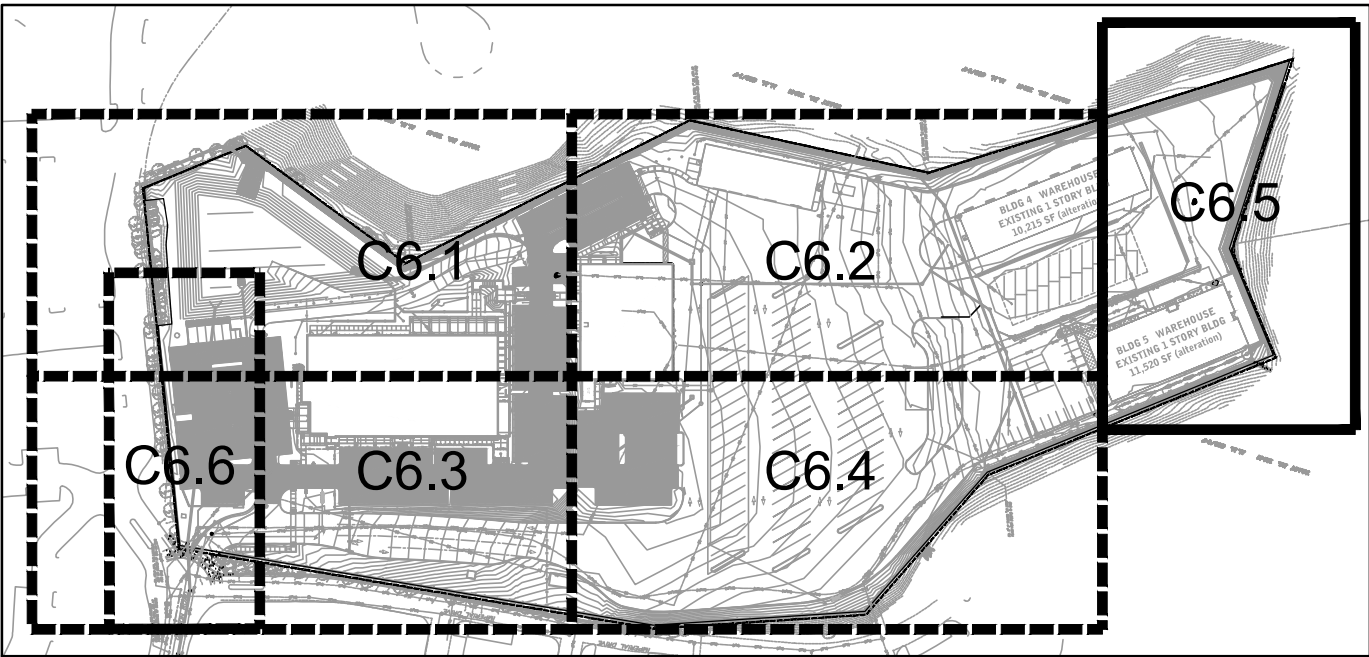
MATCH LINE - SEE SHEET 6.2



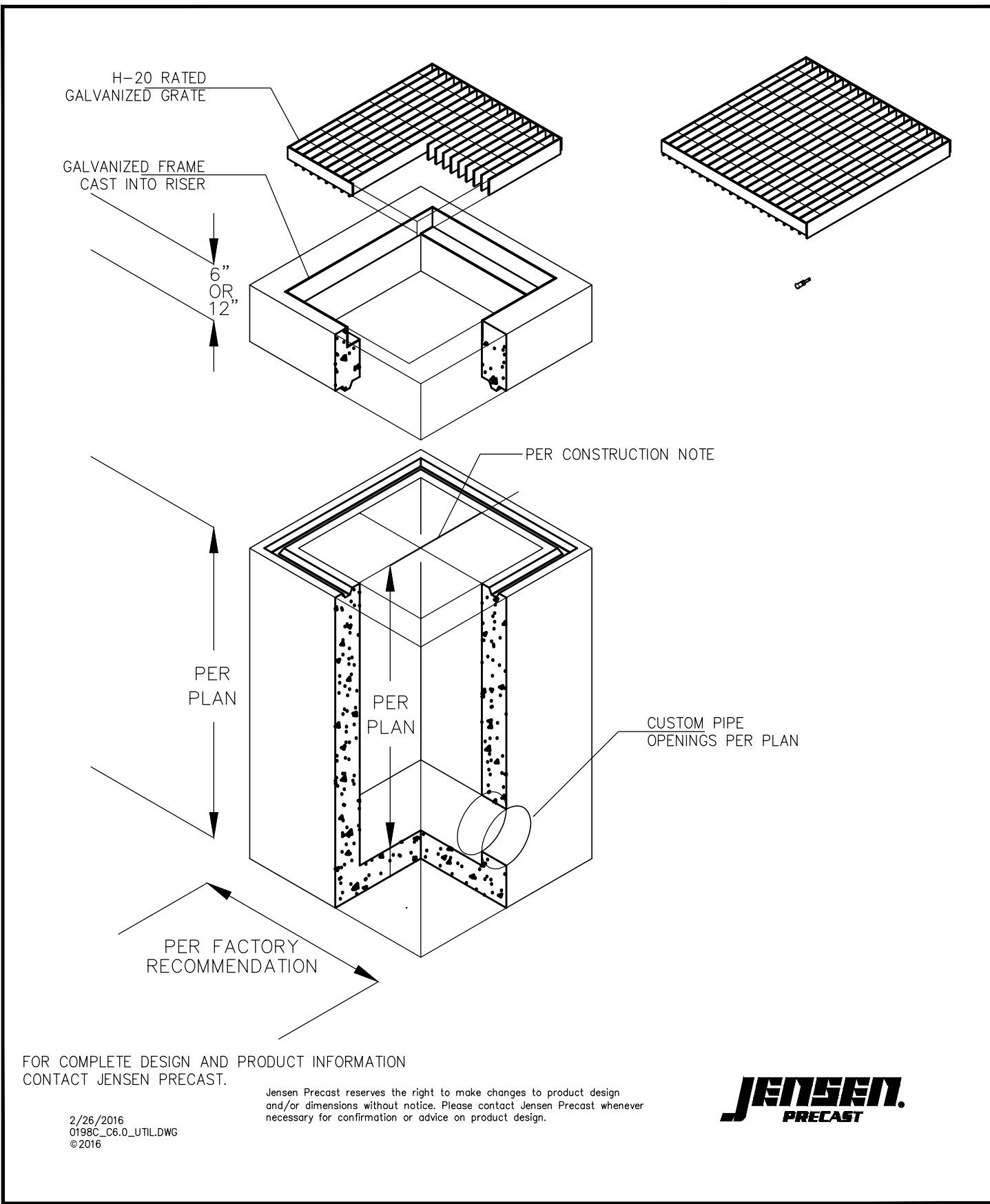
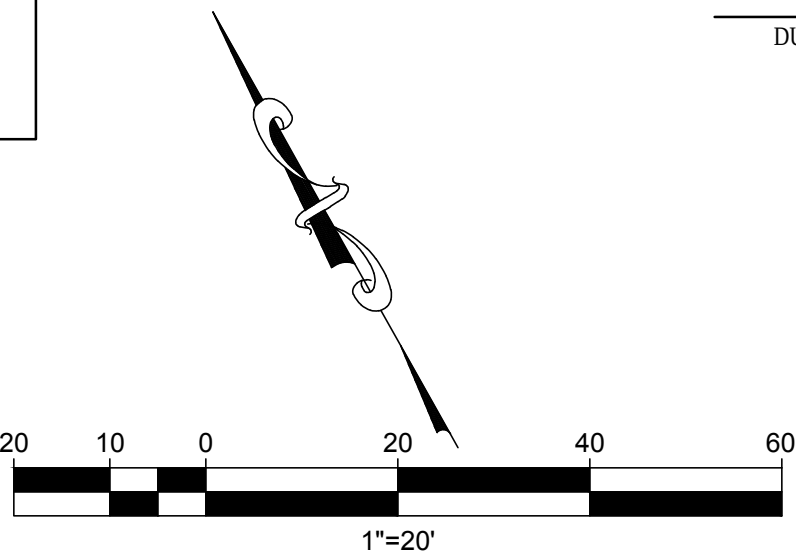
STORM DRAIN CONSTRUCTION NOTES		
1	PROVIDE AND INSTALL 15" PVC STORM DRAIN PIPE. ADJACENT ROOF DRAINS TO CONNECT TO PIPE.	198 LF
2	PROVIDE AND INSTALL STORM DRAIN END CAP.	2 EA
3	EX. 18" PVC (SDR 35) STORM DRAIN PIPE. PROTECT IN PLACE.	N/A
4	REMOVE EX. 18" PVC (SDR 35) STORM DRAIN PIPE.	N/A
5	PROVIDE AND INSTALL 24" PVC STORM DRAIN PIPE.	313 LF
6	PROVIDE AND INSTALL 12" PVC STORM DRAIN PIPE.	530 LF
7	PROVIDE AND INSTALL NDS AREA DRAIN PER DETAIL 5 ON SHEET 6.7	7 EA
8	CONSTRUCT MANHOLE PER APWA SPPWC STANDARD PLAN NO. 321-2.	9 EA
9	PROVIDE AND INSTALL 21" PVC STORM DRAIN PIPE.	123 LF
10	CONSTRUCT JUNCTION STRUCTURE PER APWA SPPWC STANDARD PLAN NO. 340-2.	1 EA
11	CONSTRUCT CATCH BASIN PER APWA SPPWC STANDARD PLAN NO. 300-3.	3 EA
12	CONSTRUCT LOCAL DEPRESSION PER APWA SPPWC STANDARD PLAN NO. 313-3, CASE D, SHOWN ON DETAIL 1 SHEET 6.7	7 EA
13	PROVIDE AND INSTALL JENSEN PRECAST DROP INLET PER DETAIL 3 ON SHEET 6.6	2 EA
14	CONSTRUCT TRASH RACK PER APWA SPPWC STANDARD PLAN NO. 361-2. SHOWN ON DETAIL 2 SHEET C6.7.	4 EA
15	CONSTRUCT WINGWALL/ENDWALL PER CALTRANS STANDARD PLAN NO. D86B. SHOWN ON DETAIL 3 SHEET C6.7.	3 EA
16	CONSTRUCT RIP RAP ENERGY DISSIPATOR PER DETAIL 1 ON SHEET 6.6	4 EA
17	PROVIDE AND INSTALL 18" PVC STORM DRAIN PIPE.	258 LF
18	PROVIDE AND INSTALL 36" REINFORCED CONCRETE STORM DRAIN PIPE.	196 LF
19	PROVIDE AND INSTALL 6" PVC STORM DRAIN PIPE.	380 LF
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22	INSTALL 12" X 12" CATCH BASIN PER DETAIL 1 SHEET C6.5	
23	CONSTRUCT TWO CATCH BASINS PER DETAIL 6 SHEET C6.7	4 EA

SEWER CONSTRUCTION NOTES		
ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE		
1	INSTALL 6" PVC SDR 35 SANITARY SEWER PIPE. PVC PIPE BEDDING PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-5	268 LF
2	INSTALL STANDARD SEWER MANHOLE PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-1 & MANHOLE FRAME & COVER PER S-3.	4 EA
3	INSTALL 8" PVC SDR 35 SANITARY SEWER PIPE. PVC PIPE BEDDING PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-5	296 LF
4	INSTALL 4" PVC SDR 35 SANITARY SEWER PIPE. PVC PIPE BEDDING PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-5	90 LF

WATER CONSTRUCTION NOTES		
ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE		
1	PROVIDE AND INSTALL 8" FIRE LINE SERVICE.	2000 LF
2	INSTALL 6" GATE VALVE.	11 EA
3	INSTALL 6" FIRE HYDRANT PER STANDARD PER MOULTON NIGUEL WATER DISTRICT STD. NO. W-7	5 EA
4	INSTALL DOUBLE CHECK DETECTOR ASSEMBLY PER MOULTON NIGUEL WATER DISTRICT STD. NO. W-16	2 EA
5	REMOVE EX. 6" WATER LINE. REPLACE WITH SHOWN 8" DOMESTIC WATER SERVICE.	1 EA
6	PROVIDE AND INSTALL GUARD POST PER DETAIL 11 ON SHEET C6.8.	4 EA
7	INSTALL TYPICAL THRUST BLOCK PER MOULTON NIGUEL WATER DISTRICT STD. NO. W-12	23 EA

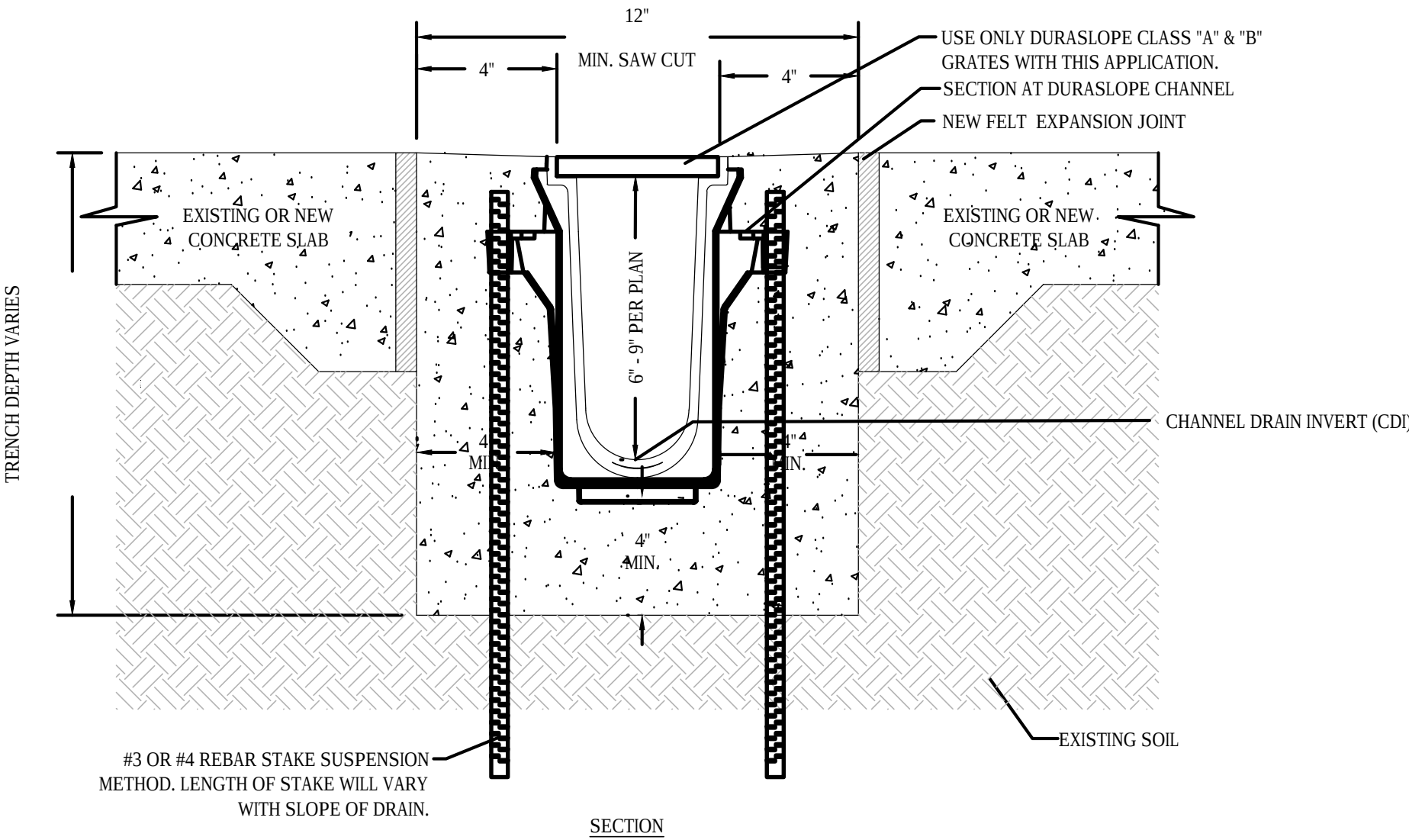


KEY MAP



JENSEN CATCH BASIN

SCALE: N.T.S.



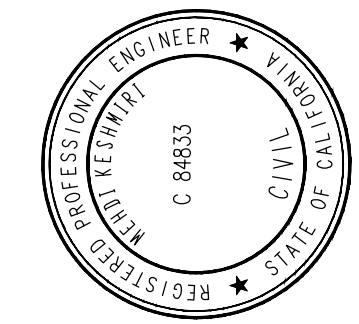
- NOTES:
1. CHANNELS TO BE INSTALLED WITH BLANK GRATE. GRATE TO BE PROTECTED FROM CONCRETE POUR (COVER HOLES WITH TAPE).
 2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 3. DO NOT SCALE DRAWING.
 4. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY.
 5. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.

12" WIDE DURA SLOPE TRENCH DRAIN SYSTEM

DURA SLOPE INSTALLATION DETAIL - CLASS 'A' & 'B' 4" ENCASMENT, REBAR SUSPENSION METHOD
NOT TO SCALE

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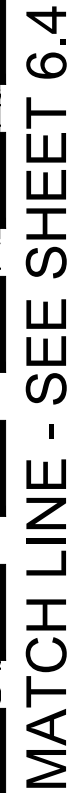


Moulton Niguel Water
MOULTON NIGUEL WATER DISTRICT - BUILDING 1
28161 GORDON RD.
LAGUNA HILLS, CA 92653

UTILITY PLAN		REMARKS
DATE	03/04/2017	SHELL AND CORE CITY SUBMITTAL
DATE	05/25/2017	SHELL AND CORE CITY RESUBMITTAL
DATE		
DATE		
DATE		
DATE		
DATE		
DATE		
DATE		
DATE		

PA / PM:	
DRAWN BY:	K.V.
JOB NO.:	IRV14-0198-00

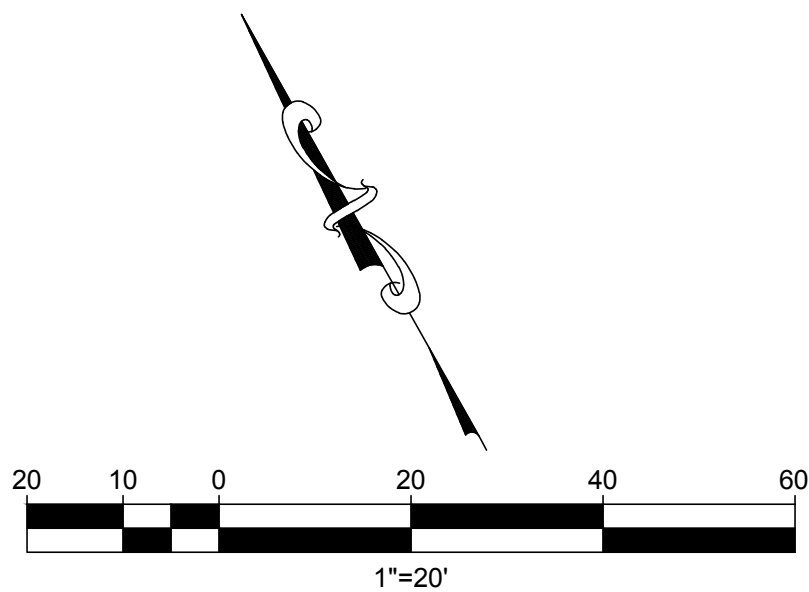
SHEET
C6.5



1	PROVIDE AND INSTALL 15" PVC STORM DRAIN PIPE. ADJACENT ROOF DRAINS TO CONNECT TO PIPE.	198 LF
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3	EX. 18" PVC (SDR 35) STORM DRAIN PIPE. PROTECT IN PLACE.	N/A
4	REMOVE EX. 18" PVC (SDR 35) STORM DRAIN PIPE.	N/A
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4	INSTALL 4" PVC PDR 35 SANITARY SEWER PIPE. PVC PIPE BEDDING PER MOULTON NIGUEL WATER DISTRICT STD. NO. S-5	90 LF

ALL ITEMS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE		
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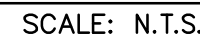


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PA / PM:	
DRAWN BY:	K.V.
JOB NO.:	IRV14-0198-00

C6.6

*ROCK SHALL BE EITHER QUARRY STONE OR BROKEN CONCRETE, COBBLES ARE NOT ACCEPTABLE.

SCALE: N.T.S.

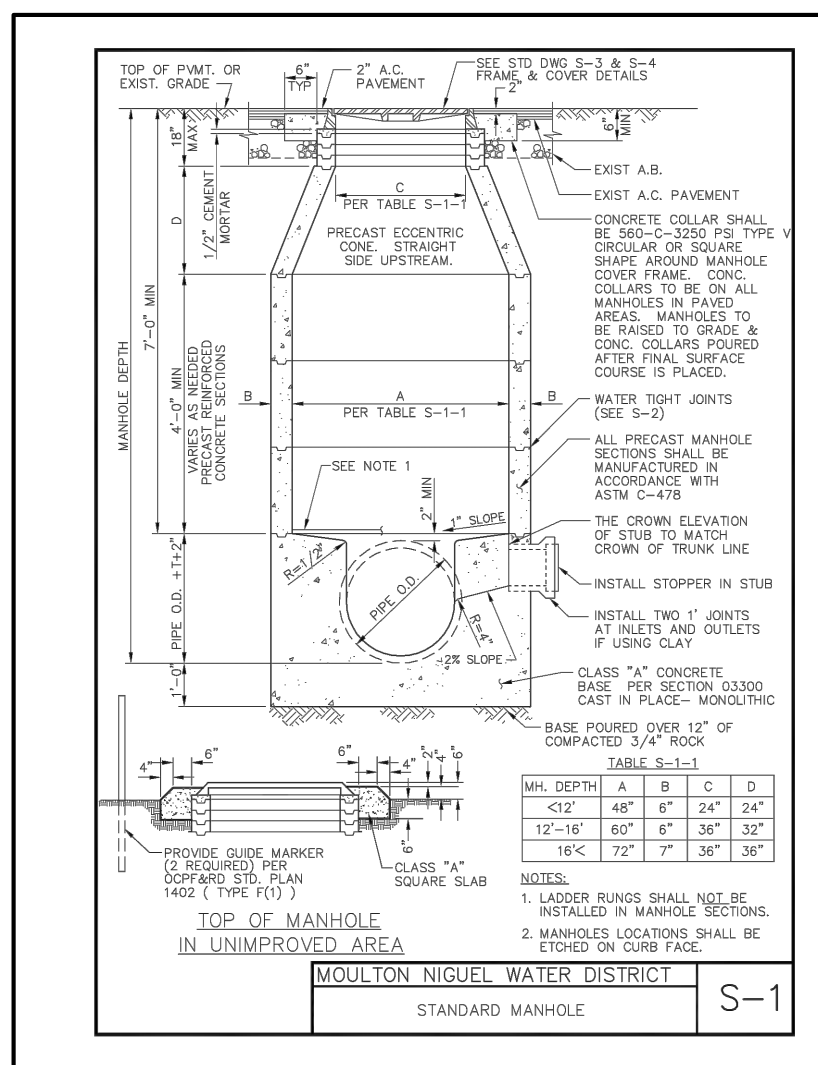
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SCALE: N.T.S.

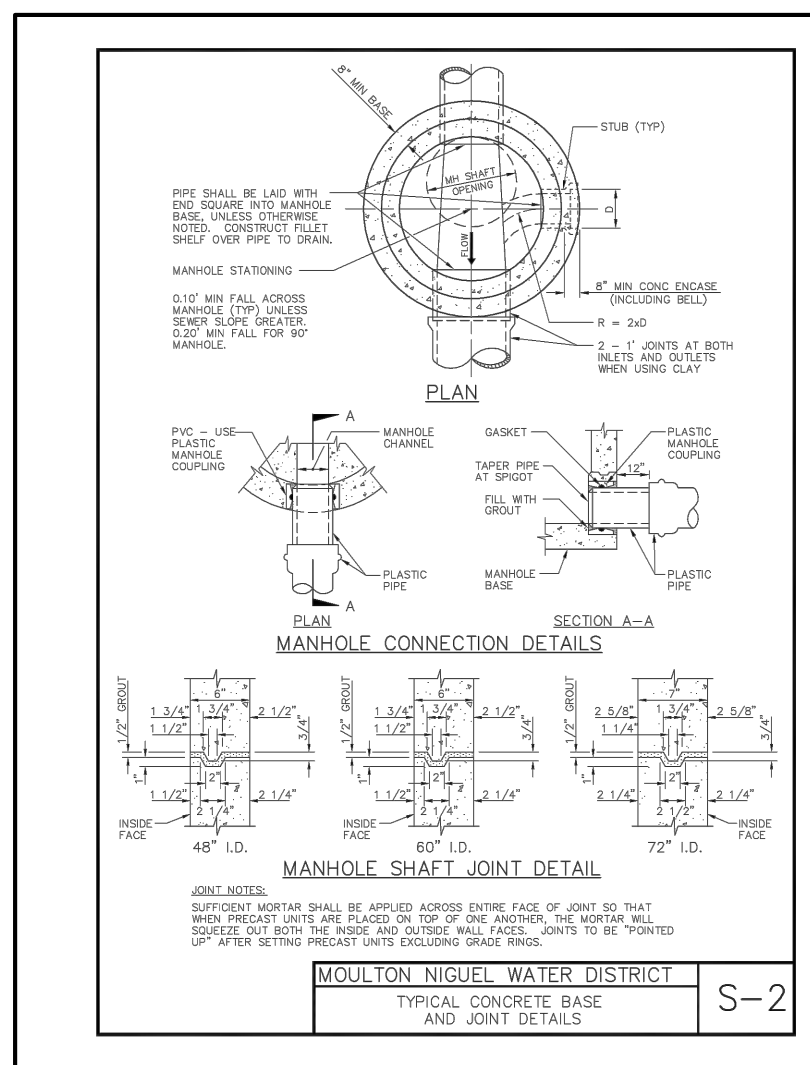


Packet Pg. 421



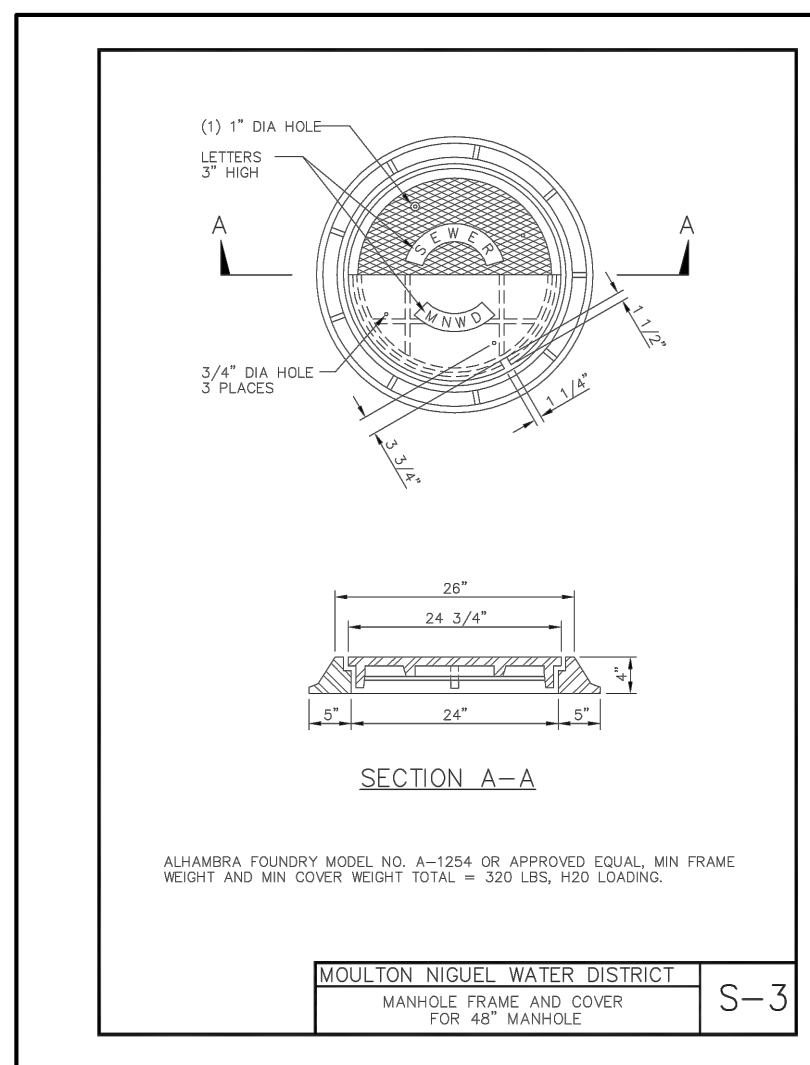
STANDARD MANHOLE

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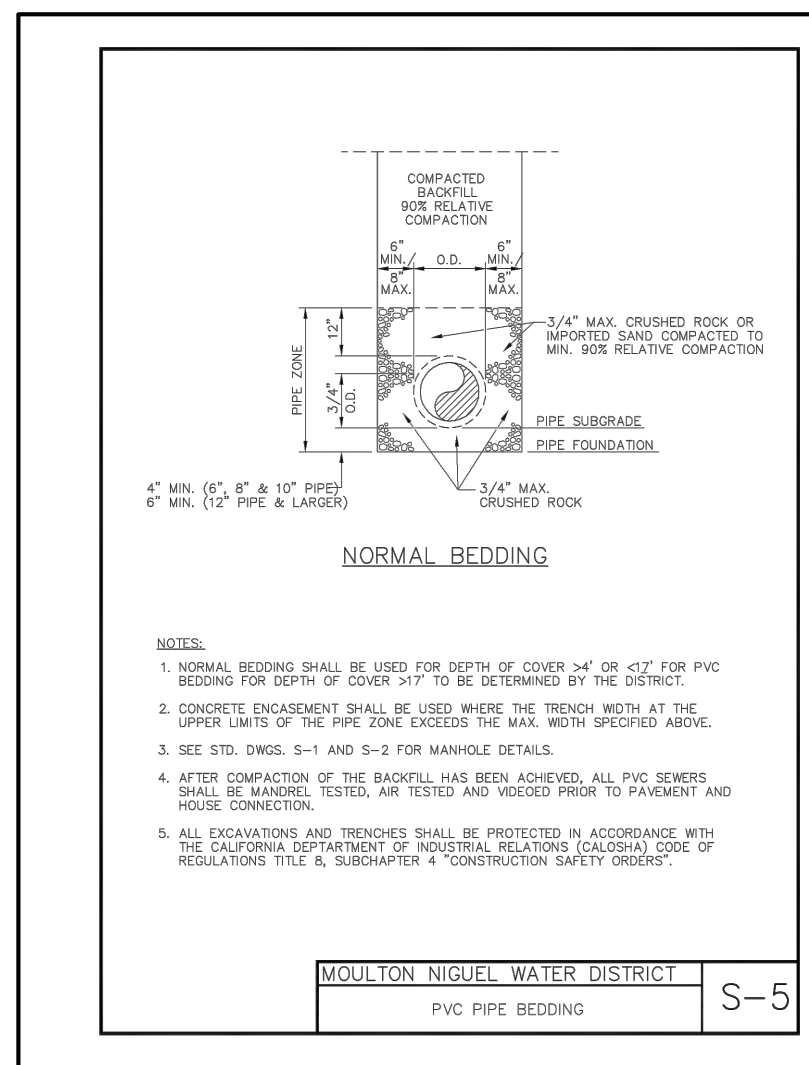
STANDARD MANHOLE

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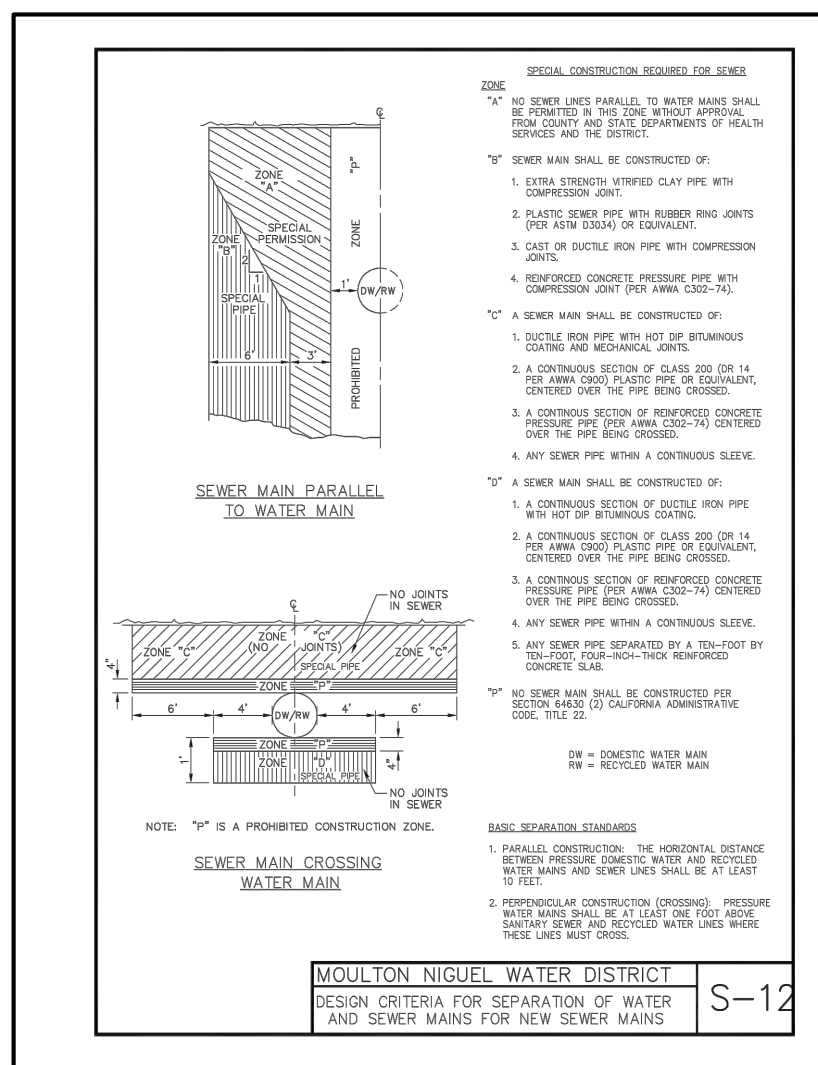
MANHOLE FRAME AND COVER

SCALE: N.T.S



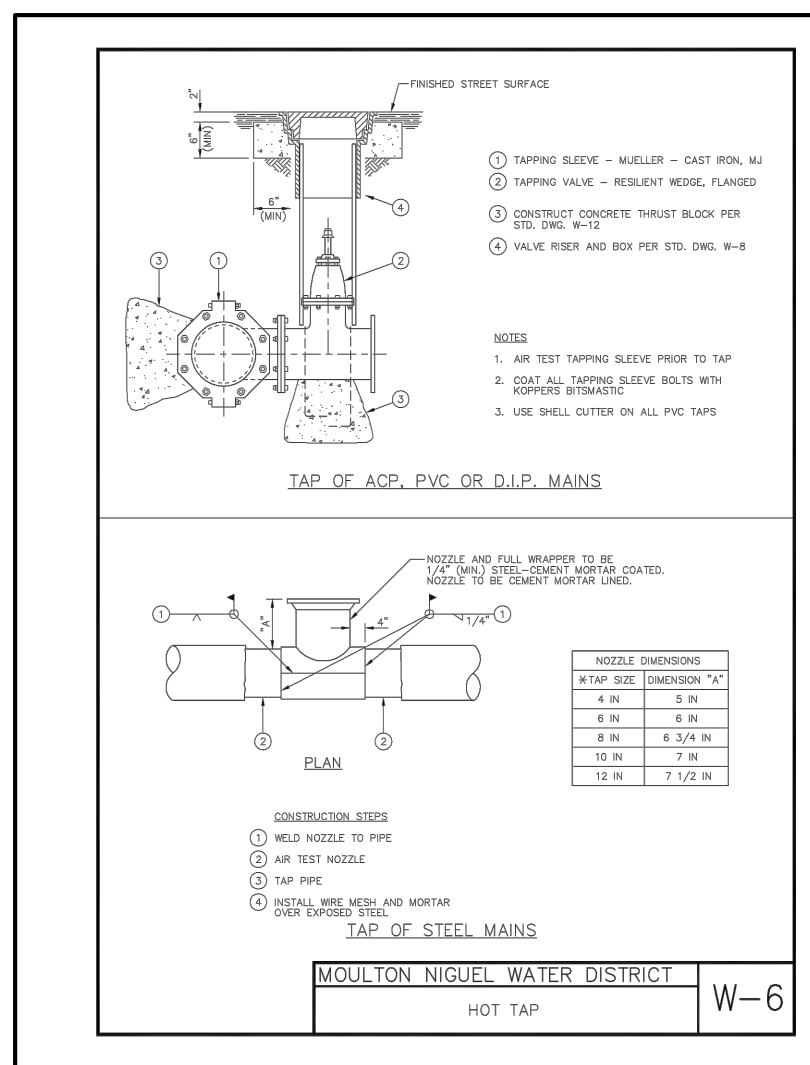
PVC PIPE BEDDING

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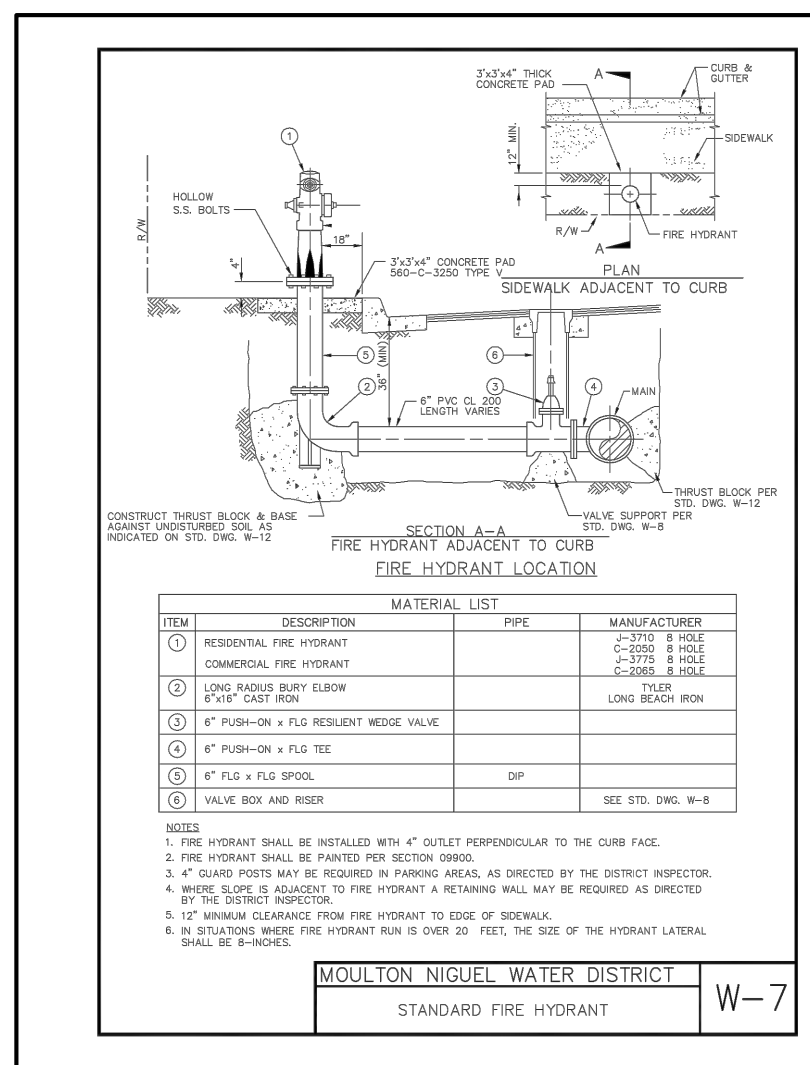
UTILITY SEPARATION CRITERIA

SCALE: N.T.S.



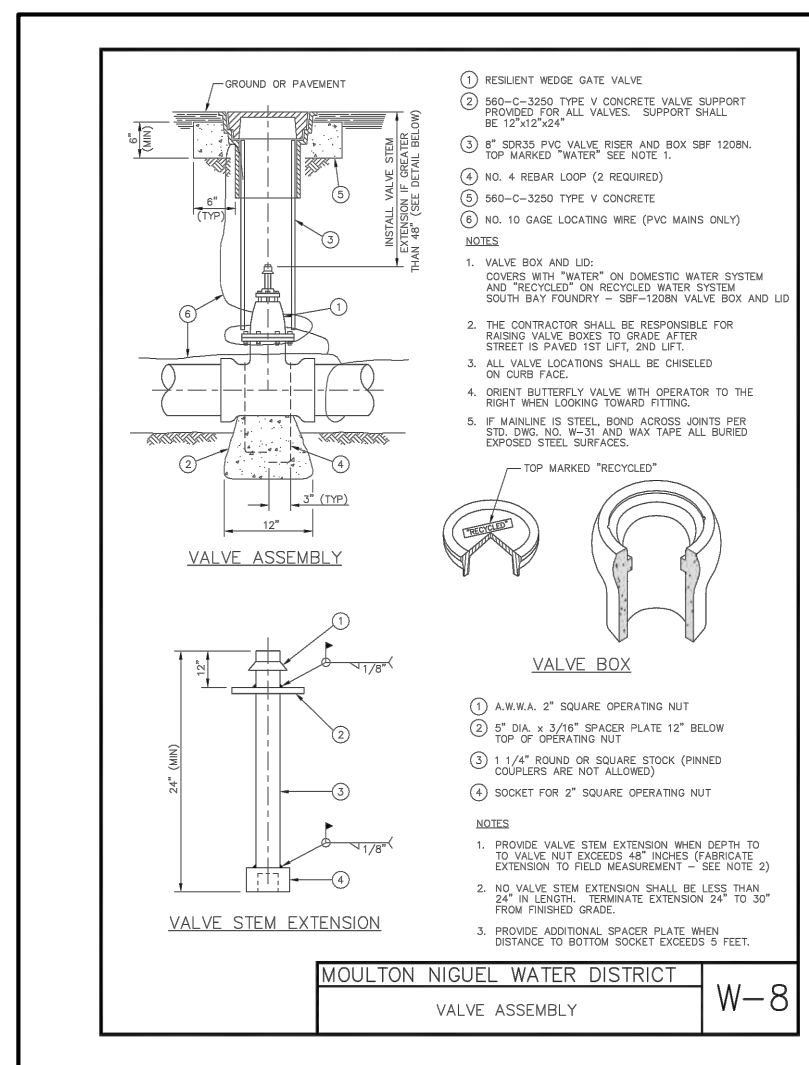
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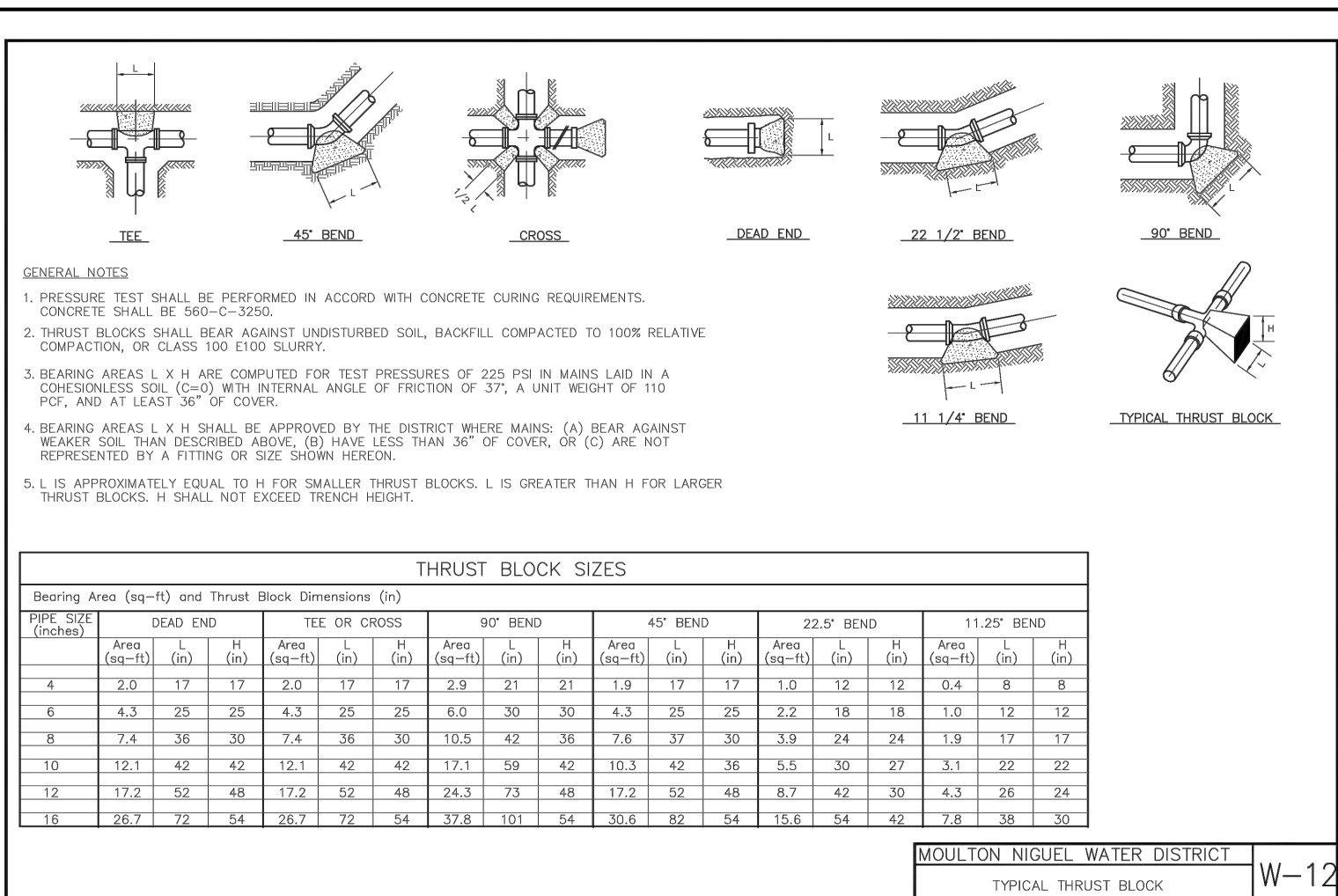
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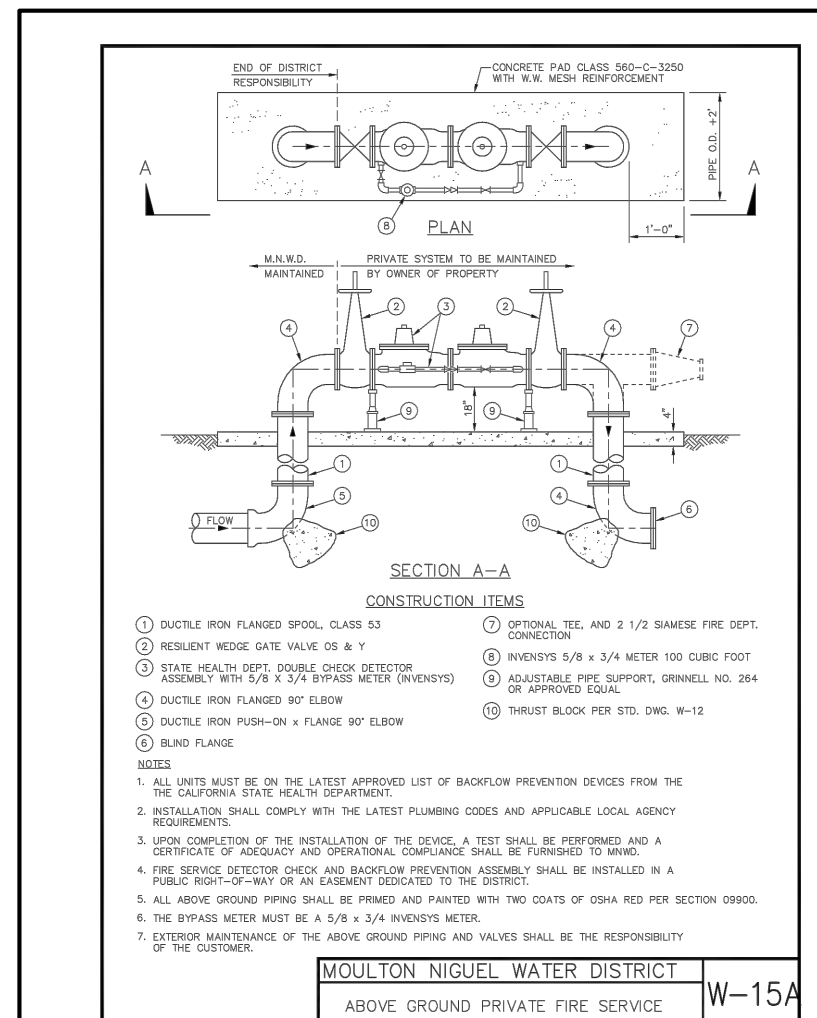
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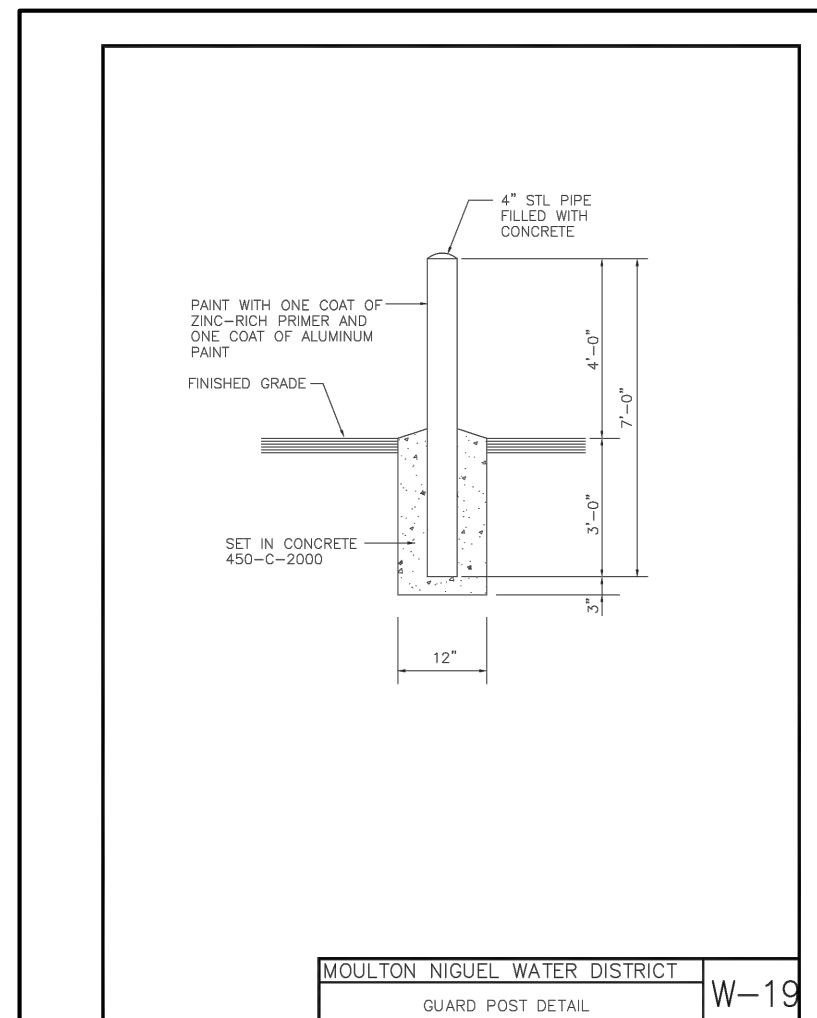
UTILITY SEPARATION CRITERIA

SCALE: N.T.S.



PRIVATE FIRE SERVICE

SCALE: N.T.S



GUARD POST DETAIL

SCALE: N.T.S.


NDS

GRATES: STANDARD, DECORATIVE & METAL

Attrium Grates

Part No.	Description	Color	Qty. Per Sq. Yd.	MS. Price	Product Class	Specifications
12	12" Square Covering	White	20	0.75	1000	12" x 12" PVC Grates with 1/2" square holes and 1/2" square openings. 12" x 12" square.

Part No.	Description	Color	Qty. Per Sq. Yd.	MS. Price	Product Class	Specifications
18	18" Square Covering	White	19	0.75	1000	18" x 18" PVC Grates with 1/2" square holes and 1/2" square openings. 18" x 18" square.
18	18" Square Covering	Black	19	0.75	1000	18" x 18" PVC Grates with 1/2" square holes and 1/2" square openings. 18" x 18" square.
18	18" Square Covering	Black	19	0.75	1000	18" x 18" PVC Grates with 1/2" square holes and 1/2" square openings. 18" x 18" square.

Part No.	Description	Color	Qty. Per Sq. Yd.	MS. Price	Product Class	Specifications
24	24" Square Covering	White	18	0.75	1000	24" x 24" PVC Grates with 1/2" square holes and 1/2" square openings. 24" x 24" square.
24	24" Square Covering	Black	18	0.75	1000	24" x 24" PVC Grates with 1/2" square holes and 1/2" square openings. 24" x 24" square.
24	24" Square Covering	Black	18	0.75	1000	24" x 24" PVC Grates with 1/2" square holes and 1/2" square openings. 24" x 24" square.

Part No.	Description	Color	Qty. Per Sq. Yd.	MS. Price	Product Class	Specifications
36	36" Square Covering	White	15	0.75	1000	36" x 36" PVC Grates with 1/2" square holes and 1/2" square openings. 36" x 36" square.
36	36" Square Covering	Black	15	0.75	1000	36" x 36" PVC Grates with 1/2" square holes and 1/2" square openings. 36" x 36" square.

Part No.	Description	Color	Qty. Per Sq. Yd.	MS. Price	Product Class	Specifications
36	36" Square Covering	Black	15	0.75	1000	36" x 36" PVC Grates with 1/2" square holes and 1/2" square openings. 36" x 36" square.

Part No.	Description	Color	Qty. Per Sq. Yd.	MS. Price	Product Class	Specifications
48	48" Square Covering	White	12	0.75	1000	48" x 48" PVC Grates with 1/2" square holes and 1/2" square openings. 48" x 48" square.
48	48" Square Covering	Black	12	0.75	1000	48" x 48" PVC Grates with 1/2" square holes and 1/2" square openings. 48" x 48" square.

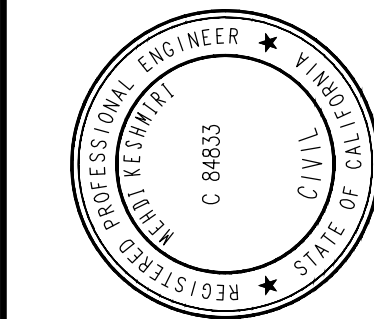
Part No.	Description	Color	Qty. Per Sq. Yd.	MS. Price	Product Class	Specifications
48	48" Square Covering	Black	12	0.75	1000	48" x 48" PVC Grates with 1/2" square holes and 1/2" square openings. 48" x 48" square.

36

Product Catalog 2016/2017

NDS ATRIUM GRATE

SCALE: N.T.S.



Moulton Niguel Water

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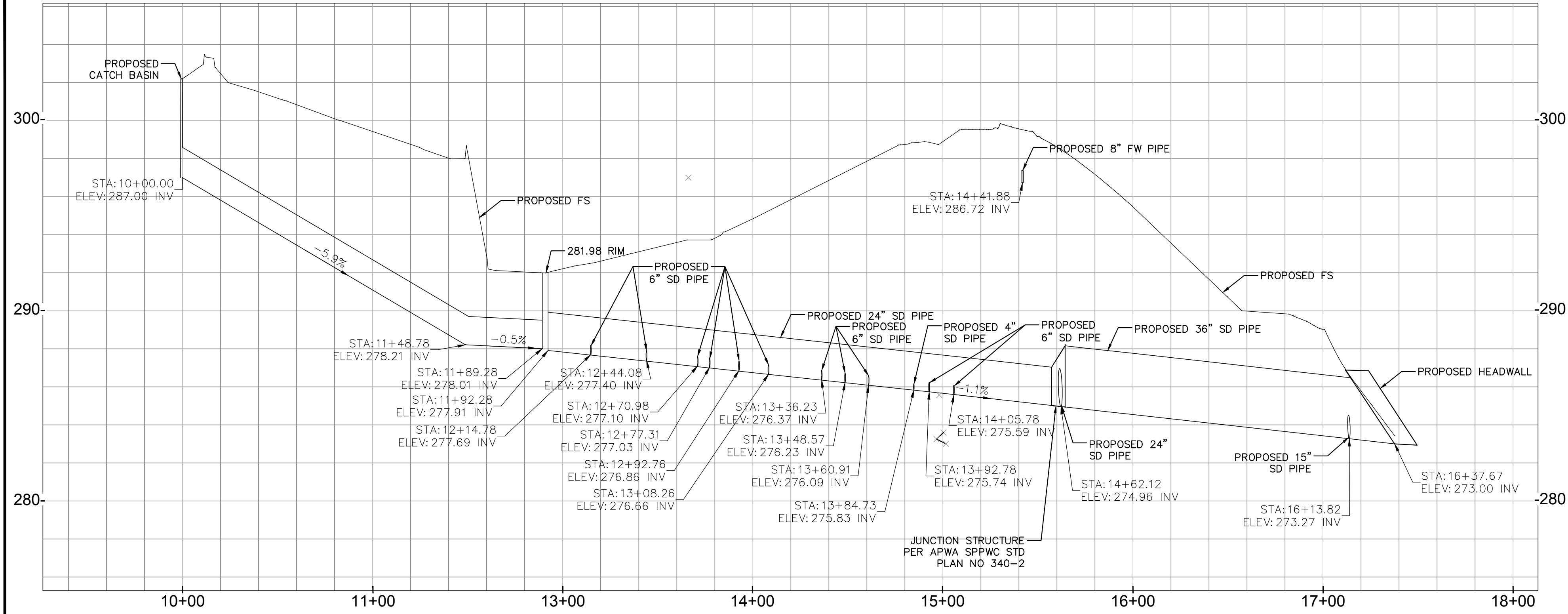
UTILITY DETAILS		
DATE	REMARKS	
03/04/2017	SHELL AND CORE CITY SUBMITTAL	
05/26/2017	SHELL AND CORE CITY RESUBMITTAL	

PA / PM:	
DRAWN BY:	K.V.
JOB NO.:	IRV14-0198-00

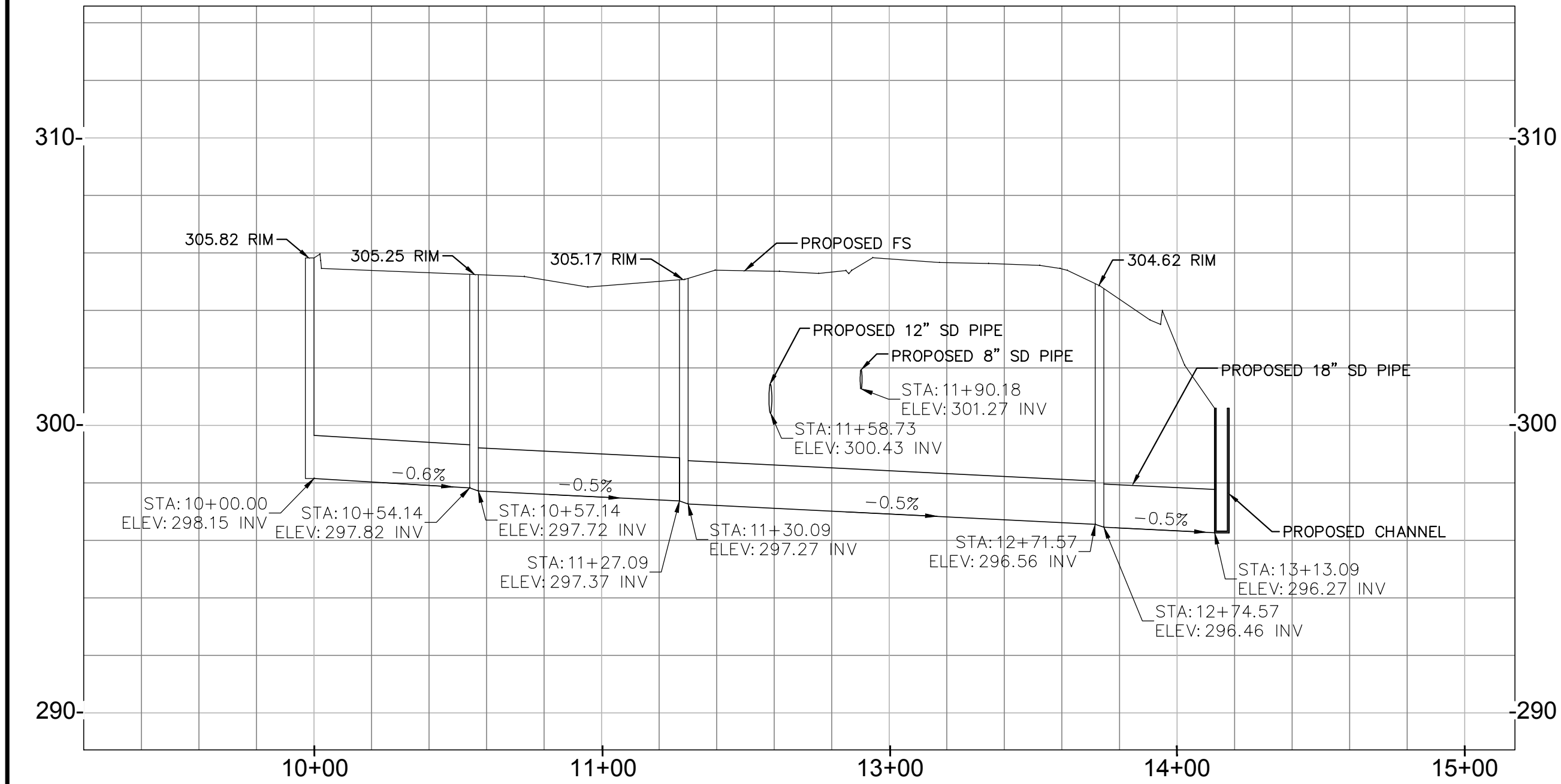
SHEET

C6.8

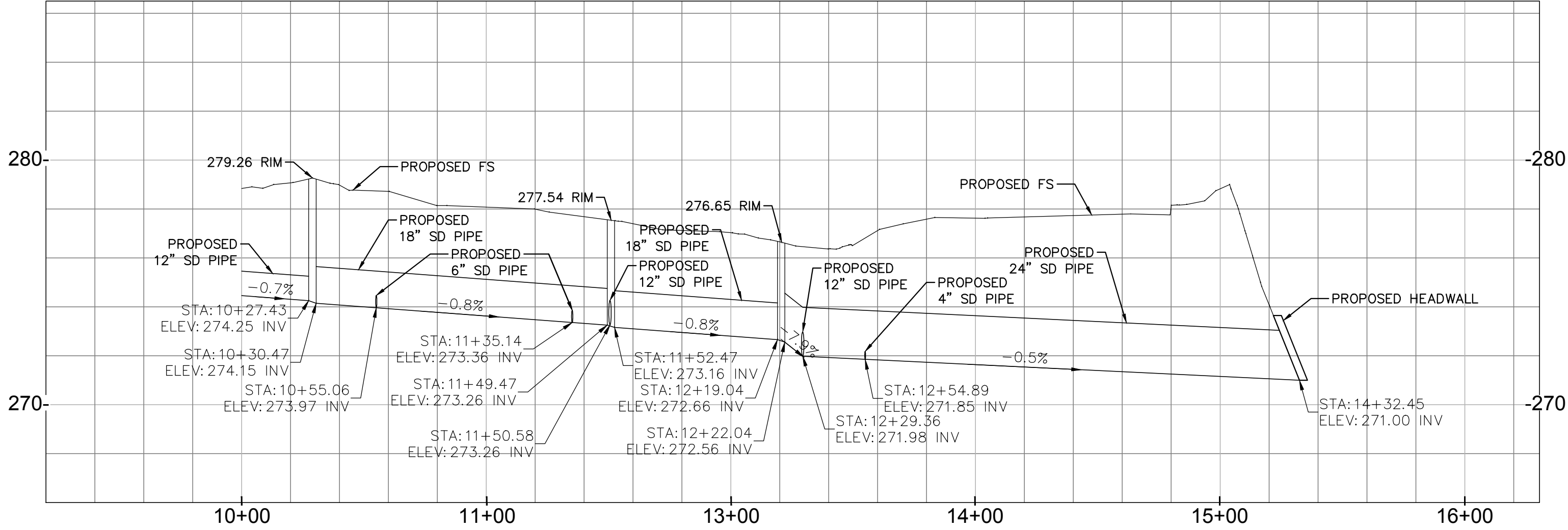
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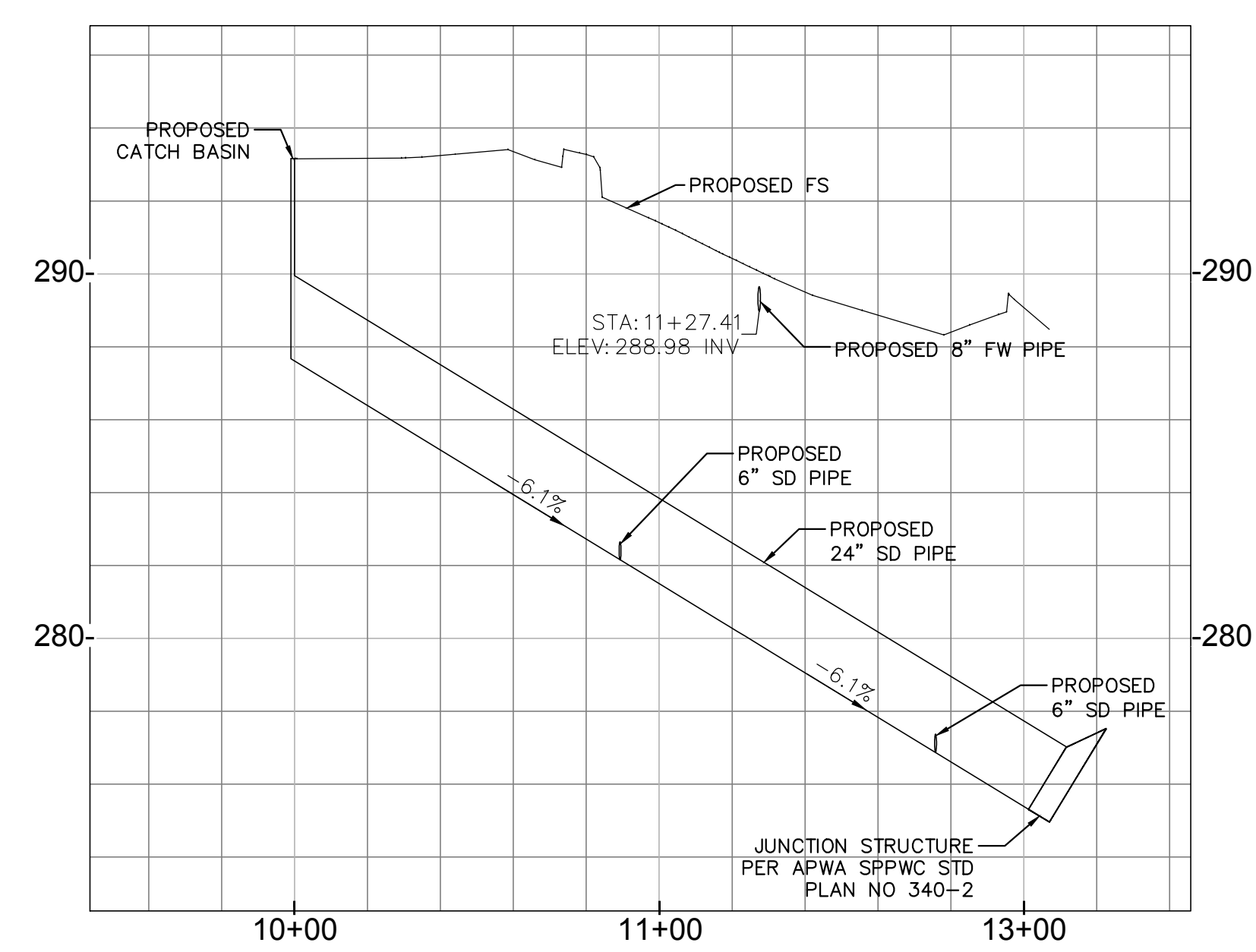
PROFILE SD-B
PLAN VIEW ON SHEET C6.1,C6.3,C6.4
HORIZONTAL SCALE 1"= 40'
VERTICAL SCALE 1"=4'



PROFILE SD-D
PLAN VIEW ON SHEET C6.2 & C6.4
HORIZONTAL SCALE 1"= 40'
VERTICAL SCALE 1"=4'



PROFILE SD-E
PLAN VIEW ON SHEET C6.1 & C6.3
HORIZONTAL SCALE 1"= 40'
VERTICAL SCALE 1"=4'



PROFILE SD-C
PLAN VIEW ON SHEET C6.1 & C6.2
HORIZONTAL SCALE 1"= 40'
VERTICAL SCALE 1"=4'



MOULTON NIGUEL WATER DISTRICT - BUILDING 1
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UTILITY PROFILES

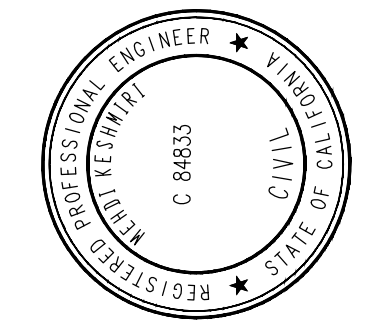
DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/22/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:	
DRAWN BY:	K.V.
JOB NO.:	IRV14-0198-00

SHEET
C6.9

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1-949-8631581



EROSION CONTROL NOTES

- IN THE CASE OF EMERGENCY, CALL (NAME) MATT COLLINGS AT WORK PHONE # (949) 448-4032, HOME PHONE # (949) 795-8428, OR CELLULAR PHONE # (949) 795-8428.
 - EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 1 TO APRIL 30 EACH YEAR). NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES AT ALL TIME.
 - EROSION CONTROL DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE GRADING INSPECTOR.
 - ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
 - AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, BERMS, AND BASINS.
 - GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
 - THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
 - THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
 - THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES AND THE PROPERTY OWNERS THAT DUMPING OF POLLUTANTS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
 - PERMITTEE SHALL MAINTAIN CONSTRUCTION SITE IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, DYES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC FLUIDS; RADIATOR OR BATTERY FLUIDS; FERTILIZERS.
 - VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER, CONCRETE DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
 - DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
 - FOR SITES OVER ONE ACRE IN SIZE, THE CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWQCB) AND PREPARE AND HAVE ON SITE AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
 - THE CONTRACTOR SHALL HAVE ON SITE AN APPROVED WATER QUALITY MANAGEMENT PLAN (WQMP), AS REQUIRED BY THE CITY ENGINEERING DEPARTMENT.
 - THE CONTRACTOR SHALL COMPLY WITH SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD ORDER NO. R8-2013-0001 AS AMENDED BY ORDER NOS. R9-2016-0001 AND R9-2015-0100 AND SANTA ANA REGIONAL WATER QUALITY BOARD ORDER NO. R8-2009-0030 AS AMENDED BY ORDER NO. R8-2010-0062, AS APPLICABLE.
 - GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
 - IMPORT AND EXPORT HAULING SHALL BE LIMITED TO THE HOURS OF 9:00AM TO 4:00PM. ANY TRACKING OF MATERIAL ON THE PUBLIC WAYS SHALL BE IMMEDIATELY REMOVED BY MECHANICAL SWEEPING.
- DRY SEASON REQUIREMENTS (MAY 1 THRU SEPTEMBER 30)**
- WIND EROSION BMPS (DUST CONTROL) SHALL BE IMPLEMENTED.
 - SEDIMENT CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ALL OPERATIONAL STORM DRAIN INLETS.
 - BMPS TO CONTROL OFF-SITE SEDIMENT TRACKING SHALL BE IMPLEMENTED AND MAINTAINED.
 - APPROPRIATE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER BY WASTES AND CONSTRUCTION MATERIALS.
 - APPROPRIATE NON-STORM WATER BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER FROM CONSTRUCTION ACTIVITIES.
 - THERE SHALL BE A WEATHER TRIGGERED ACTION PLAN AND THE ABILITY TO DEPLOY STANDBY SEDIMENT CONTROL BMPS AS NEEDED TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE WITHIN 48 HOURS OF A PREDICTED STORM EVENT (A PREDICTED STORM EVENT IS DEFINED AS A FORECASTED, 50% CHANCE OF RAIN).
 - SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY SEDIMENT CONTROL BMPS (AT THE SITE PERIMETER, SITE SLOPES AND OPERATIONAL INLETS WITHIN THE SITE) NECESSARY TO PREVENT SEDIMENT DISCHARGES FROM EXPOSED PORTIONS OF THE SITE SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATIONS BMPS AS DESCRIBED IN ITEM H BELOW ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.
 - DEPLOYMENT OF PERMANENT EROSION CONTROL BMPS (PHYSICAL OR VEGETATION) SHOULD COMMENCE AS SOON AS PRACTICAL ON SLOPES THAT ARE COMPLETED FOR ANY PORTION OF THE SITE. STANDBY BMP MATERIALS SHOULD NOT BE RELIED UPON TO PREVENT EROSION OF SLOPES THAT HAVE BEEN COMPLETED.
 - PHASING TO BE USED TO MAINTAIN STABILIZED AREAS (VEGETATION OR IMPERVIOUS COVER) AS MUCH AS POSSIBLE DURING CONSTRUCTION. DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS PRACTICAL. SLOPES INACTIVE FOR UP TO TWO WEEKS SHALL BE STABILIZED WITH SEEDING, SOIL BINDERS, MULCHING, GEOTEXTILES, OR MATS, ETC. IN ORDER TO REDUCE THE EROSION IMPACT OF RAIN OR RUNOFF.
- WET SEASON REQUIREMENTS (OCTOBER 1 THRU APRIL 30)**
- SEDIMENT CONTROL BMP'S SHALL BE IMPLEMENTED AT THE SITE PERIMETER, AT ALL OPERATIONAL STORM DRAIN INLETS AND AT ALL NON-ACTIVE SLOPES, TO PROVIDE SUFFICIENT PROTECTION FOR STORMS LIKELY TO OCCUR DURING THE RAINY SEASON.
 - ADEQUATE PHYSICAL OR VEGETATION EROSION CONTROL BMP'S (TEMPORARY OR PERMANENT) SHALL BE INSTALLED AND ESTABLISHED FOR ALL COMPLETED SLOPES PRIOR TO THE START OF THE RAINY SEASON. THESE BMP'S MUST BE MAINTAINED THROUGHOUT THE RAINY SEASON. IF A SELECTED BMP FAILS, IT MUST BE REPAIRED AND IMPROVED, OR REPLACED WITH AN ACCEPTABLE ALTERNATE AS SOON AS IT IS SAFE TO DO SO. THE FAILURE OF A BMP MAY INDICATE THAT THE BMP, AS INSTALLED, WAS NOT ADEQUATE FOR THE CIRCUMSTANCES IN WHICH IT WAS USED. REPAIRS OR REPLACEMENTS MUST RESULT IN A MORE ROBUST BMP, OR ADDITIONAL BMP'S SHOULD BE INSTALLED TO PROVIDE ADEQUATE PROTECTION.
 - THE AMOUNT OF EXPOSED SOIL ALLOWED AT ONE TIME SHALL NOT EXCEED THAT WHICH CAN BE ADEQUATELY PROTECTED BY DEPLOYING STANDBY EROSION CONTROL AND SEDIMENT CONTROL BMP'S PRIOR TO A PREDICTED RAINSTORM.
 - A DISTURBED AREA THAT IS NOT COMPLETED BUT THAT IS NOT BEING ACTIVELY GRADED (NON-ACTIVE AREA) SHALL BE FULLY PROTECTED FROM EROSION WITH TEMPORARY OR PERMANENT BMP'S (EROSION AND SEDIMENT CONTROL). THE ABILITY TO DEPLOY STANDBY BMP MATERIALS IS NOT SUFFICIENT FOR THESE AREAS. EROSION AND SEDIMENT CONTROL BMP'S MUST ACTUALLY BE DEPLOYED. THIS INCLUDES ALL BUILDING PADS, UNFINISHED ROADS AND SLOPES.
 - SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY EROSION AND SEDIMENT CONTROL BMP'S NECESSARY TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE FOR EROSION AND TO PREVENT SEDIMENT DISCHARGES SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PERMANENT PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATION BMP'S ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.

GRAVEL BAG SPEC NOTES:

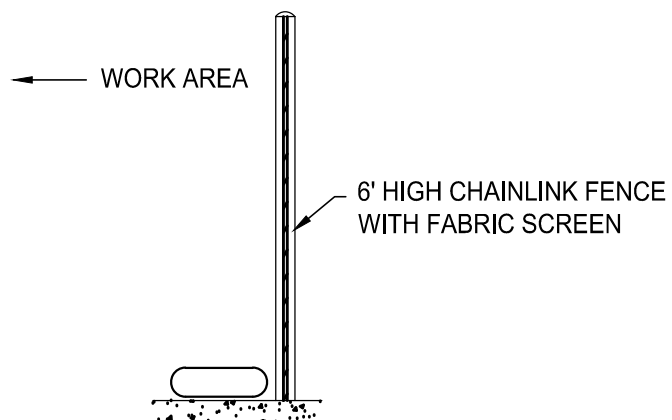
15"x30" POLYPROPYLENE GRAVELBAGS

WOVEN POLYPROPYLENE - CONSTRUCTED TO RESIST SPLITS AND LEAKAGE. WITH ANTISKID DESIGN.

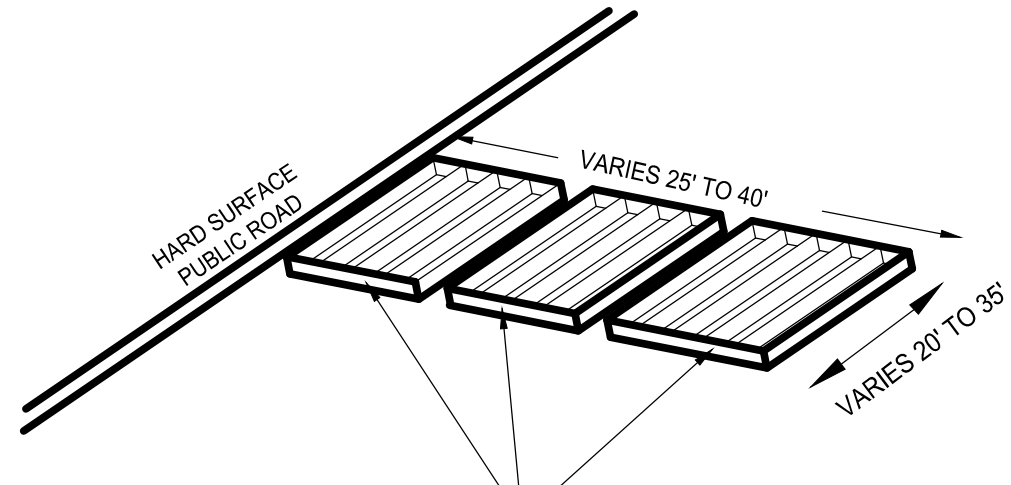
10 X 12 WEAVE
950 DENIER
1200 HOURS UV RATING
MILKWHITE COLOR
1000 PER BAILE

PLACE BAGS FLAT AND FIRMLY
IN PLACE

1 BAG MIN.



SE-8
WE-1

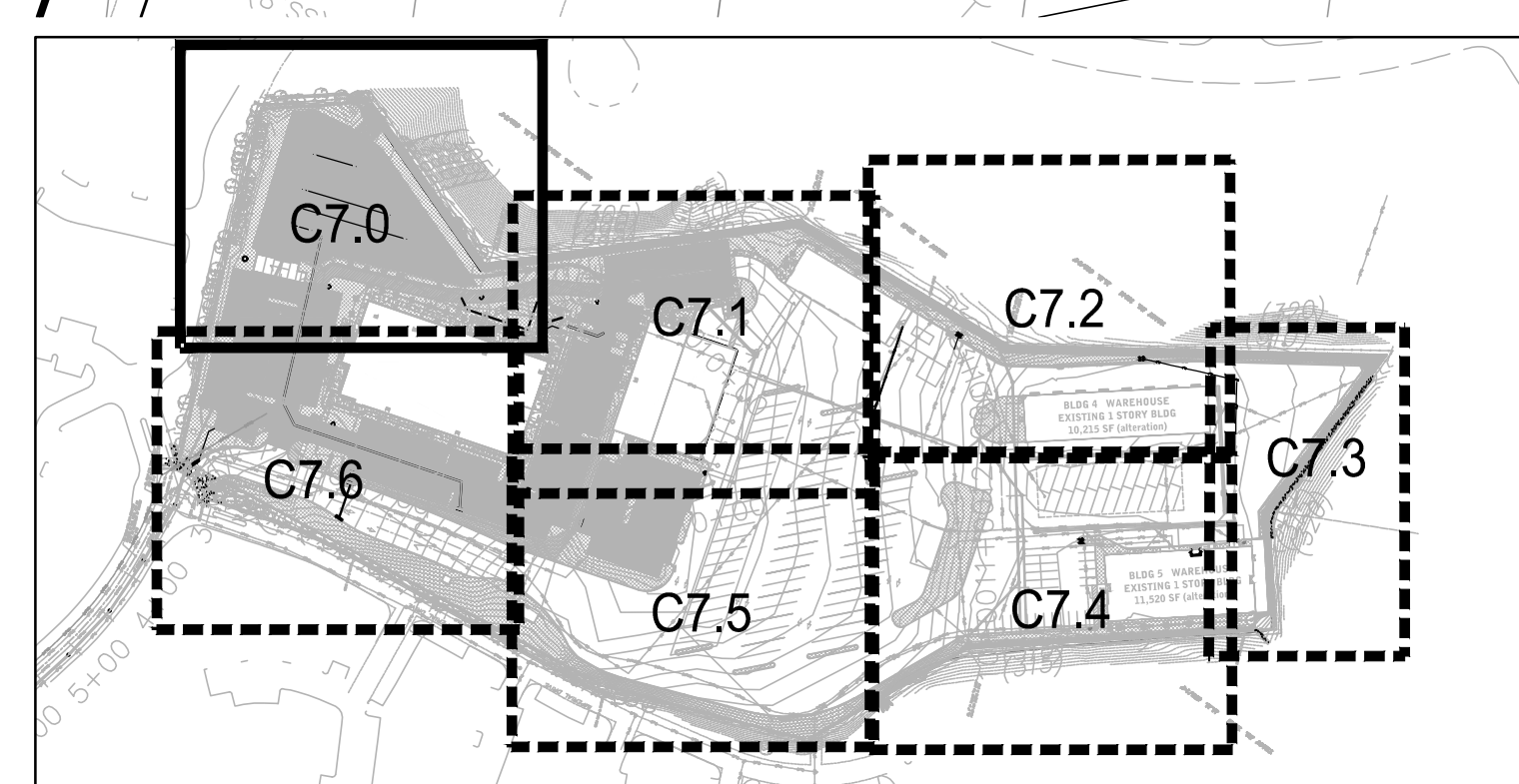
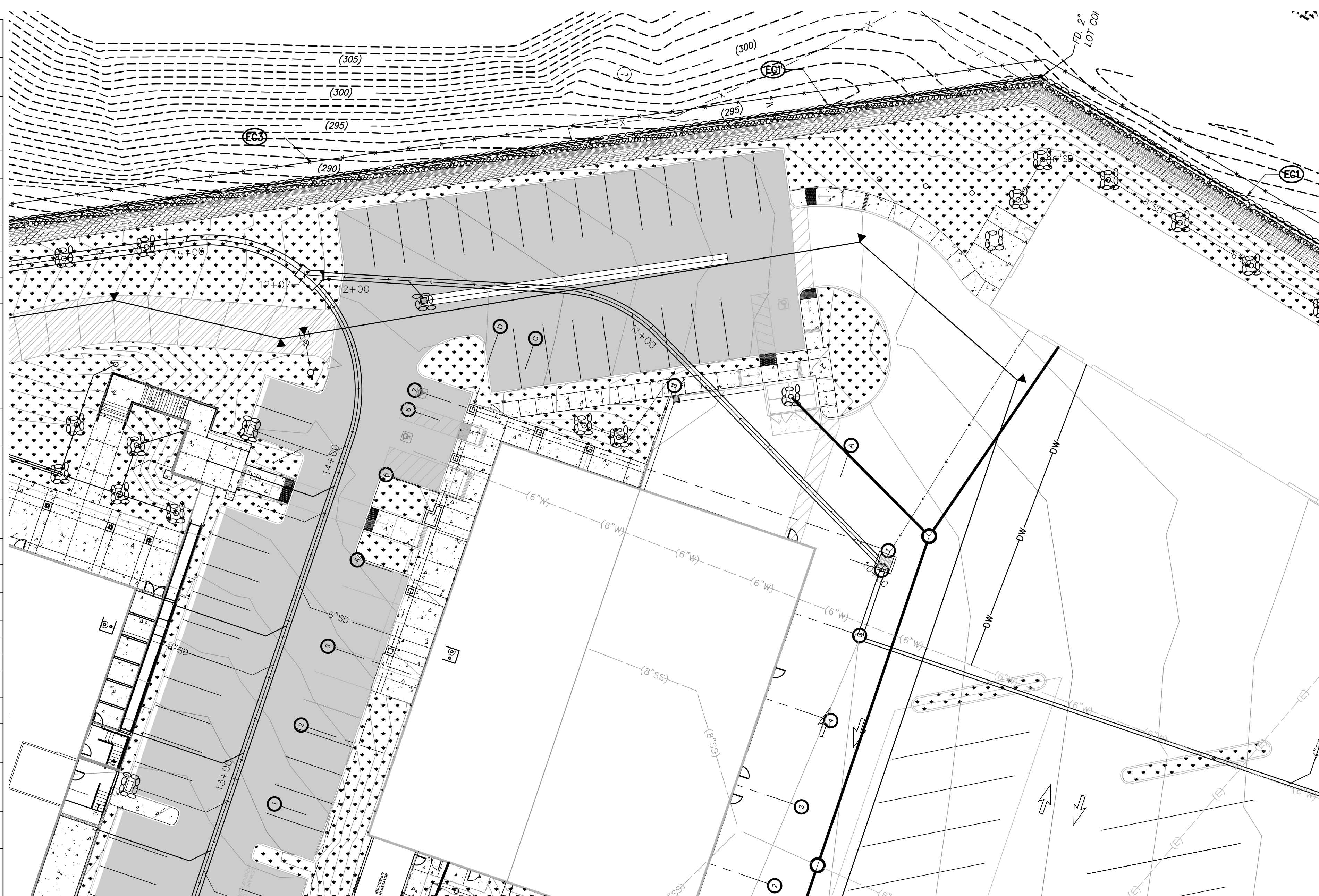


A SERIES OF STEEL PLATES (3 OR MORE) WITH
RUMBLE STRIPS OR MIN 4" COARSE AGGREGATE.

EC1 GRAVEL BAG BARRIER WITH SITE FENCING
NTS

EC2 STABILIZED ENTRANCE/EXIT DETAIL PER CASQA RE-1
NTS

EC3 SILENCE FENCE
SCALE: 1/8" = 1'-0"



KEY MAP

2'-0" MIN HEIGHT OF FABRIC ABOVE
GRADE FASTENED TO POST AND
WIRE TYPICAL OF EACH METHOD

8" MIN DEPTH OF FABRIC BELOW GRADE
WHEN SLICING METHOD IS USED.

48" MIN. FENCE POSTS, DRIVEN MINIMUM 24"
INTO GROUND. INSTALL POST BEFORE
COMPACTING BACKFILL IF TRENCHING METHOD
IS USED. POST INSTALLED AFTER COMPACTION
WHEN SLICING METHOD IS USED.

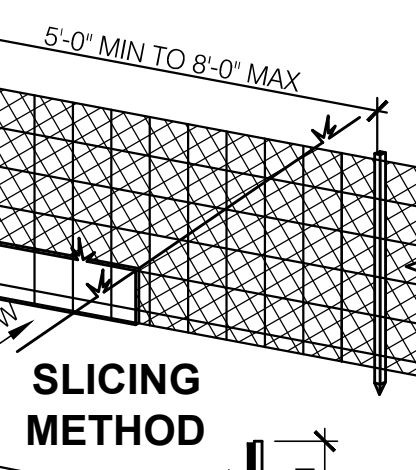
TRENCHING METHOD: FABRIC MATERIAL TO BE
PLACED IN 6"x6" TRENCH WITH 'L' SHAPED DOGLEG
BEFORE BACKFILLING AND COMPACTING THE SOIL

SPECIFICATIONS

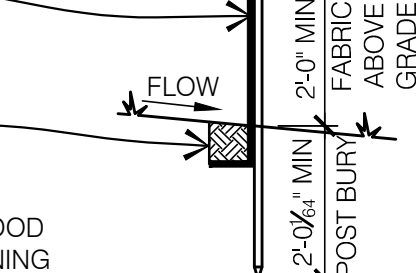
POSTS: STEEL EITHER 'T' OR 'U' TYPE OR 4" HARDWOOD
FENCE: WOVEN WIRE, 14 1/2 GA. 6" MAX. MESH OPENING
FILTER CLOTH: FILTER X, MIRAFI 100X, OR APPROVED EQUAL
PREFAB UNIT: GEOTAB, ENVIROFENCE, OR APPROVED EQUAL

NOTES

- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS W/ WIRE TIES OR STAPLES.
- FABRIC FASTENED SECURELY TO FENCE W/ TIES SPACED AT 24" AT TOP AND MID SECTION.
- WHEN TWO SECTIONS OF FABRIC ADJOIN EACH OTHER THEY SHALL OVERLAP BY (6) INCHES.
- LOCATE POSTS DOWN SLOPE OF FABRIC FOR FENCE SUPPORT.
- MAINTENANCE SHALL BE PERFORMED AFTER EACH RAINFALL AND AS NEEDED, SEDIMENT TO BE REMOVED WHEN 'BULGES' DEVELOP.



SLICING METHOD



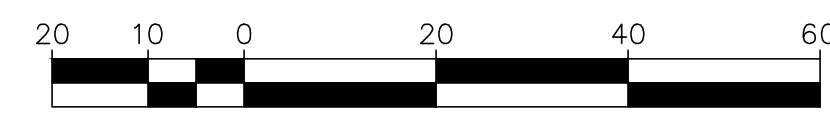
TRENCHING METHOD

LEGEND

- TEMPORARY 6' HIGH CHAINLINK FENCE WITH FABRIC SCREEN
- CONSTRUCT GRAVEL BAGS

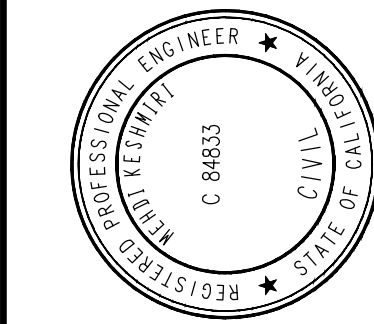
EROSION CONTROL NOTES:

- EC1 CONSTRUCT GRAVEL BAGS AND TEMPORARY 6' HIGH CHAINLINK FENCE WITH FABRIC SCREEN, PER DETAIL HEREON.
- EC2 STABILIZED CONSTRUCTION ENTRANCE PER DETAIL HEREON.
- EC3 CONSTRUCT SILT FENCE PER DETAIL HEREON.



architecture
planning
interiors
graphics
civil engineering

10 eckman
frederick malcomb
p 949.663.0028
f 949.863.1581



MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD.
LAGUNA HILLS, CA 92653

EROSION CONTROL

DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/25/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:	
DRAWN BY:	B.K./M.K.
JOB NO.:	IRV14-0198-00

SHEET
C7.1

EROSION CONTROL NOTES

1.

IN THE CASE OF EMERGENCY, CALL (NAME) MATT COLLINGS AT WORK PHONE # (849) 448-4032 , HOME PHONE # (949)795-8428 , OR CELLULAR PHONE # (949) 795-8428.
2.

EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 1 TO APRIL 30 EACH YEAR). NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES AT ALL TIME.
3.

EROSION CONTROL DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE GRADING INSPECTOR.
4.

ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
5.

AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, BERMS, AND BASINS.
6.

GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
7.

THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
8.

THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
9.

THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES AND THE PROPERTY OWNERS THAT DUMPING OF POLLUTANTS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
10.

PERMITTEE SHALL MAINTAIN CONSTRUCTION SITE IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, DYES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS, ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER, CONCRETE DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
11.

DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
12.

FOR SITES OVER ONE ACRE IN SIZE, THE CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWQCB) AND PREPARE AND HAVE ON SITE AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
13.

THE CONTRACTOR SHALL HAVE ON SITE AN APPROVED WATER QUALITY MANAGEMENT PLAN (WQMP), AS REQUIRED BY THE CITY ENGINEERING DEPARTMENT.
14.

THE CONTRACTOR SHALL COMPLY WITH SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD ORDER NO. R9-2013-0001 AS AMENDED BY ORDER NOS. R9-2015-0001 AND R9-2015-0100 AND SANTA ANA REGIONAL WATER QUALITY BOARD ORDER NO. R8-2009-0030 AS AMENDED BY ORDER NO. R8-2010-0062, AS APPLICABLE.
15.

GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
16.

IMPORT AND EXPORT HAULING SHALL BE LIMITED TO THE HOURS OF 9:00AM TO 4:00PM. ANY TRACKING OF MATERIAL ON THE PUBLIC WAYS SHALL BE IMMEDIATELY REMOVED BY MECHANICAL SWEEPING.
- DRY SEASON REQUIREMENTS (MAY 1 THRU SEPTEMBER 30)
17.

WIND EROSION BMPS (DUST CONTROL) SHALL BE IMPLEMENTED.
18.

SEDIMENT CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ALL OPERATIONAL STORM DRAIN INLETS.
19.

BMPS TO CONTROL OFF-SITE SEDIMENT TRACKING SHALL BE IMPLEMENTED AND MAINTAINED.
20.

APPROPRIATE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER BY WASTES AND CONSTRUCTION MATERIALS.
21.

APPROPRIATE NON-STORM WATER BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER FROM CONSTRUCTION ACTIVITIES.
22.

THERE SHALL BE A 'WEATHER TRIGGERED' ACTION PLAN AND THE ABILITY TO DEPLOY STANDBY SEDIMENT CONTROL BMPS AS NEEDED TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE WITHIN 48 HOURS OF A PREDICTED STORM EVENT (A PREDICTED STORM EVENT IS DEFINED AS A FORECASTED, 50% CHANCE OF RAIN).
23.

SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY SEDIMENT CONTROL BMPS (AT THE SITE PERIMETER, SITE SLOPES AND OPERATIONAL INLETS WITHIN THE SITE) NECESSARY TO PREVENT SEDIMENT DISCHARGES FROM EXPOSED PORTIONS OF THE SITE SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATIONS BMPS AS DESCRIBED IN ITEM H BELOW ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.
24.

DEPLOYMENT OF PERMANENT EROSION CONTROL BMPS (PHYSICAL OR VEGETATION) SHOULD COMMENCE AS SOON AS PRACTICAL ON SLOPES THAT ARE COMPLETED FOR ANY PORTION OF THE SITE. STANDBY BMP MATERIALS SHOULD NOT BE RELIED UPON TO PREVENT EROSION OF SLOPES THAT HAVE BEEN COMPLETED.
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PHASING TO BE USED TO MAINTAIN STABILIZED AREAS (VEGETATION OR IMPERVIOUS COVER) AS MUCH AS POSSIBLE DURING CONSTRUCTION. DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS PRACTICAL. SLOPES INACTIVE FOR UP TO TWO WEEKS SHALL BE STABILIZED WITH SEEDING, SOIL BINDERS, MULCHING, GEOTEXTILES, OR MATS, ETC. IN ORDER TO REDUCE THE EROSION IMPACT OF RAIN OR RUNOFF.
- WET SEASON REQUIREMENTS (OCTOBER 1 THRU APRIL 30)
26.

SEDIMENT CONTROL BMP'S SHALL BE IMPLEMENTED AT THE SITE PERIMETER, AT ALL OPERATIONAL STORM DRAIN INLETS AND AT ALL NON-ACTIVE SLOPES, TO PROVIDE SUFFICIENT PROTECTION FOR STORMS LIKELY TO OCCUR DURING THE RAINY SEASON.
27.

ADEQUATE PHYSICAL OR VEGETATION EROSION CONTROL BMP'S (TEMPORARY OR PERMANENT) SHALL BE INSTALLED AND ESTABLISHED FOR ALL COMPLETED SLOPES PRIOR TO THE START OF THE RAINY SEASON. THESE BMP'S MUST BE MAINTAINED THROUGHOUT THE RAINY SEASON. IF A SELECTED BMP FAILS, IT MUST BE REPAIRED AND IMPROVED, OR REPLACED WITH AN ACCEPTABLE ALTERNATE AS SOON AS IT IS SAFE TO DO SO. THE FAILURE OF A BMP MAY INDICATE THAT THE BMP, AS INSTALLED, WAS NOT ADEQUATE FOR THE CIRCUMSTANCES IN WHICH IT WAS USED. REPAIRS OR REPLACEMENTS MUST RESULT IN A MORE ROBUST BMP. OR ADDITIONAL BMP'S SHOULD BE INSTALLED TO PROVIDE ADEQUATE PROTECTION.
28.

THE AMOUNT OF EXPOSED SOIL ALLOWED AT ONE TIME SHALL NOT EXCEED THAT WHICH CAN BE ADEQUATELY PROTECTED BY DEPLOYING STANDBY EROSION CONTROL AND SEDIMENT CONTROL BMPS PRIOR TO A PREDICTED RAINSTORM.
29.

A DISTURBED AREA THAT IS NOT COMPLETED BUT THAT IS NOT BEING ACTIVELY GRADED (NON-ACTIVE AREA) SHALL BE FULLY PROTECTED FROM EROSION WITH TEMPORARY OR PERMANENT BMPS (EROSION AND SEDIMENT CONTROL). THE ABILITY TO DEPLOY STANDBY BMP MATERIALS IS NOT SUFFICIENT FOR THESE AREAS. EROSION AND SEDIMENT CONTROL BMP'S MUST ACTUALLY BE DEPLOYED. THIS INCLUDES ALL BUILDING PADS, UNFINISHED ROADS AND SLOPES.
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GRAVEL BAG SPEC NOTES:

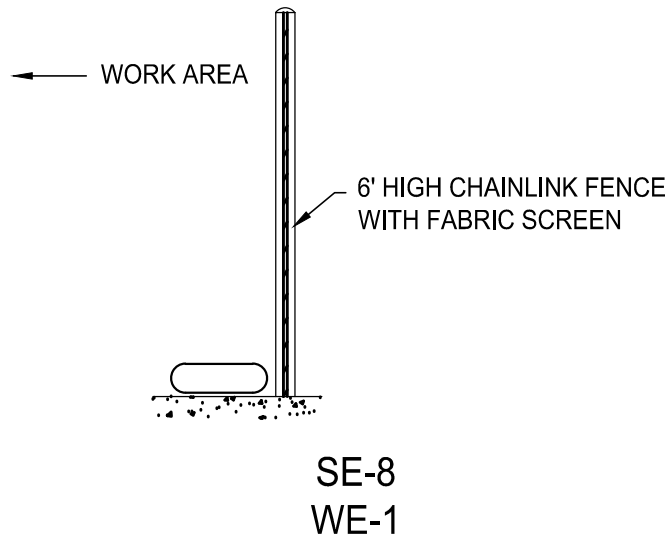
15"x30" POLYPROPYLENE GRAVELBAGS

WOVEN POLYPROPYLENE - CONSTRUCTED TO RESIST SPLITS AND LEAKAGE. WITH ANTISKID DESIGN.

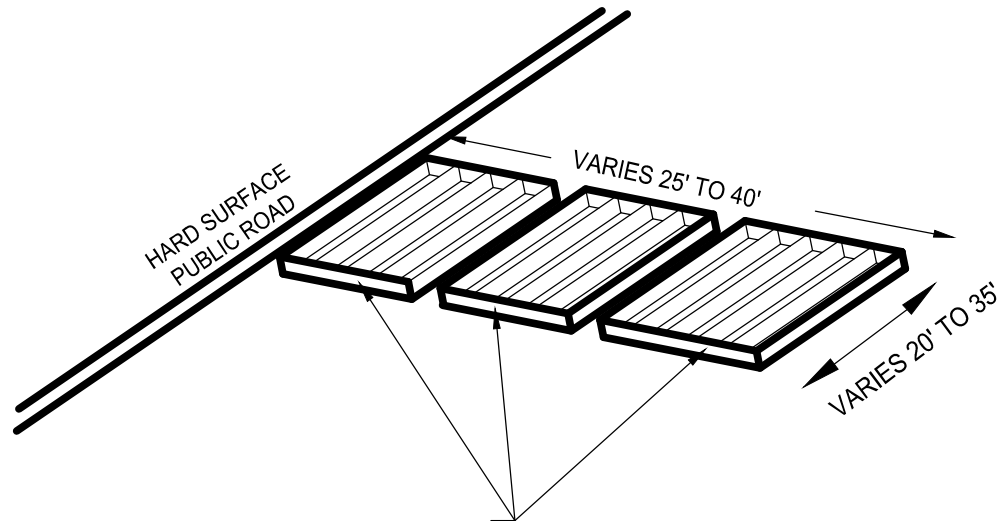
10 X 12 WEAVE
950 DENIER
1200 HOURS UV RATING
MILKWHITE COLOR
1000 PER BALE

PLACE BAGS FLAT AND FIRMLY IN PLACE

1 BAG MIN.



A SERIES OF STEEL PLATES (3 OR MORE) WITH RUMBLE STRIPS OR MIN 4" COARSE AGGREGATE.



2'-0" MIN HEIGHT OF FABRIC ABOVE GRADE FASTENED TO POST AND WIRE TYPICAL OF EACH METHOD

8" MIN DEPTH OF FABRIC BELOW GRADE WHEN SLICING METHOD IS USED.

48" MIN. FENCE POSTS, DRIVEN MINIMUM 24" INTO GROUND. INSTALL POST BEFORE COMPACTING BACKFILL IF TRENCHING METHOD IS USED. POST INSTALLED AFTER COMPACTION WHEN SLICING METHOD IS USED.

TRENCHING METHOD: FABRIC MATERIAL TO BE PLACED IN 6"x6" TRENCH WITH 'L' SHAPED DOGLEG BEFORE BACKFILLING AND COMPACTING THE SOIL

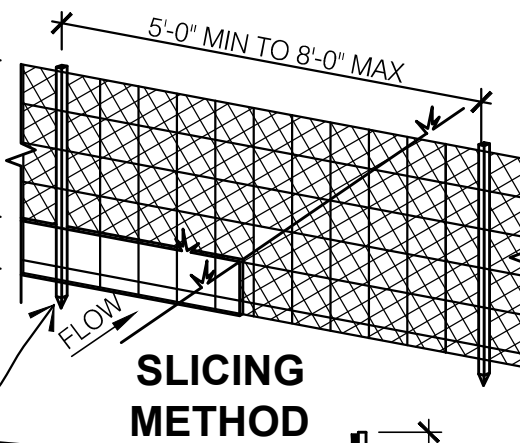
SPECIFICATIONS

POSTS: STEEL EITHER 'T' OR 'U' TYPE OR 4" HARDWOOD
FENCE: WOVEN WIRE, 14 1/2 GA. 6" MAX. MESH OPENING
FILTER CLOTH: FILTER X, MIRAFI 100X, OR APPROVED EQUAL
PREFAB UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL

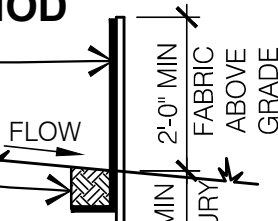
NOTES

- A. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS W/ WIRE TIES OR STAPLES.
- B. FABRIC FASTENED SECURELY TO FENCE W/ TIES SPACED AT 24" AT TOP AND MID SECTION.
- C. WHEN TWO SECTIONS OF FABRIC ADJOIN EACH OTHER THEY SHALL OVERLAP BY (6) INCHES.
- D. LOCATE POSTS DOWN SLOPE OF FABRIC FOR FENCE SUPPORT.
- E. MAINTENANCE SHALL BE PERFORMED AFTER EACH RAINFALL AND AS NEEDED, SEDIMENT TO BE REMOVED WHEN 'BULGES' DEVELOP.

SCALE: 1/8"=1'-0"



SLICING METHOD



TRENCHING METHOD

LEGEND

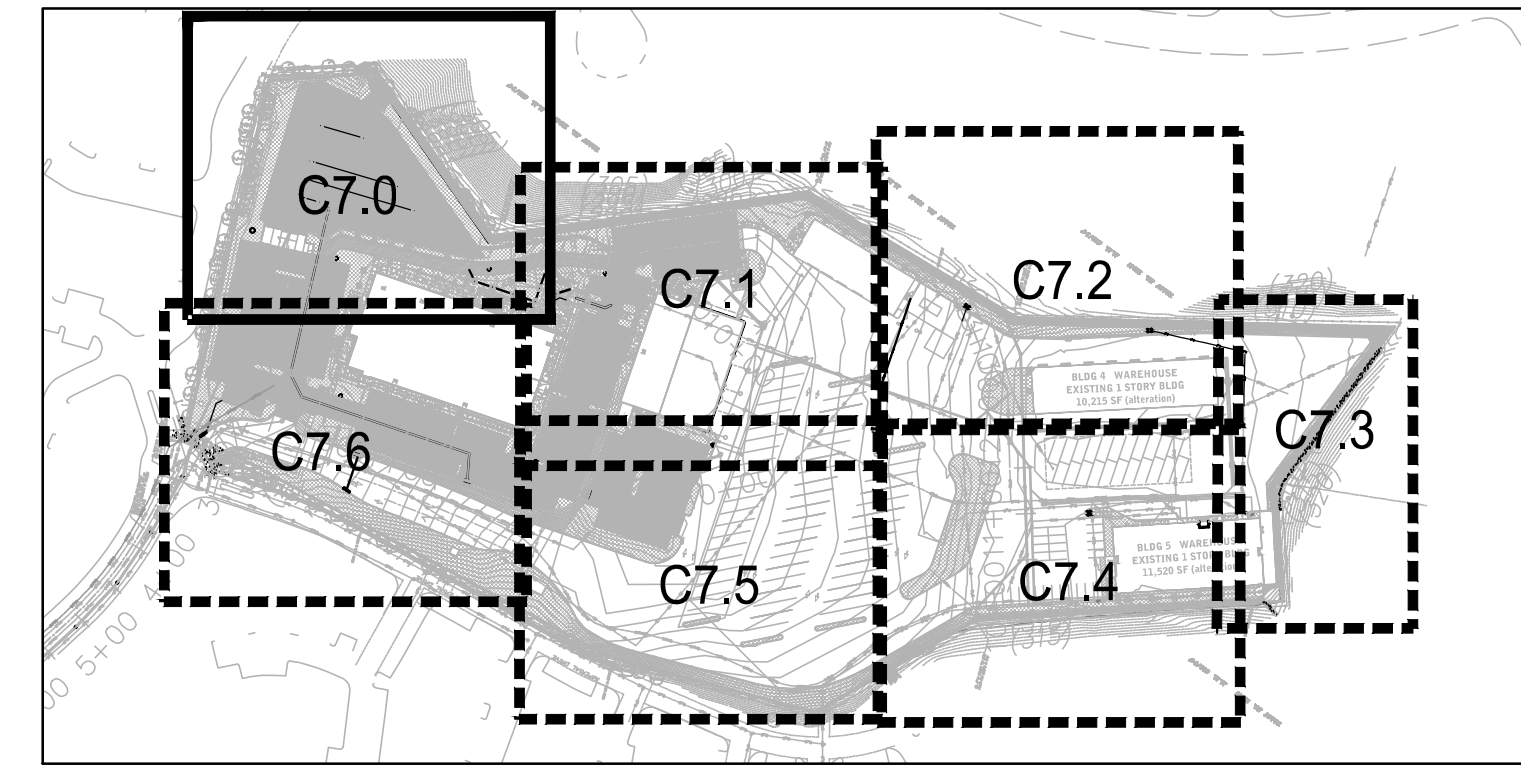
- *****

TEMPORARY 6' HIGH CHAINLINK FENCE WITH FABRIC SCREEN
- =====

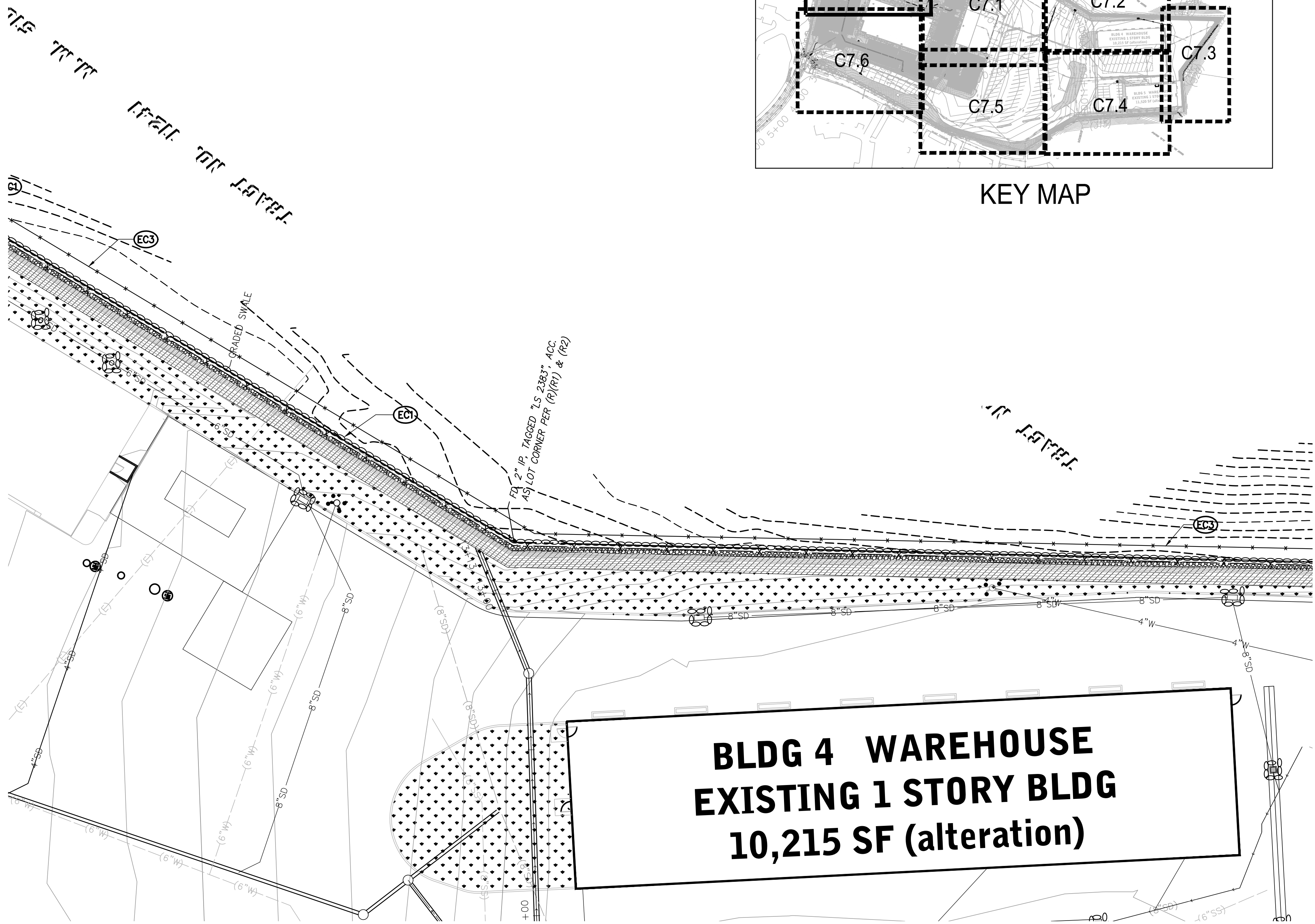
CONSTRUCT GRAVEL BAGS

EROSION CONTROL NOTES:

- EC1 CONSTRUCT GRAVEL BAGS AND TEMPORARY 6' HIGH CHAINLINK FENCE WITH FABRIC SCREEN, PER DETAIL HEREON.
- EC2 STABILIZED CONSTRUCTION ENTRANCE PER DETAIL HEREON.
- EC3 CONSTRUCT SILT FENCE PER DETAIL HEREON.



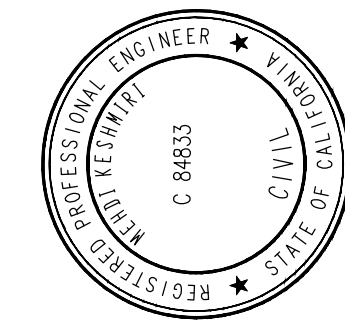
KEY MAP



BLDG 4 WAREHOUSE
EXISTING 1 STORY BLDG
10,215 SF (alteration)

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Leading Design for Commercial Real Estate

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graphics
civil engineering
10 edelman
irene.caldwell@waremalcomb.com 95618
P 949.863.1028
F 949.863.1581



MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD
LAGUNA HILLS, CA 92653

EROSION CONTROL

DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/25/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:
DRAWN BY: B.K./M.K.
JOB NO.: IRV14-0198-00

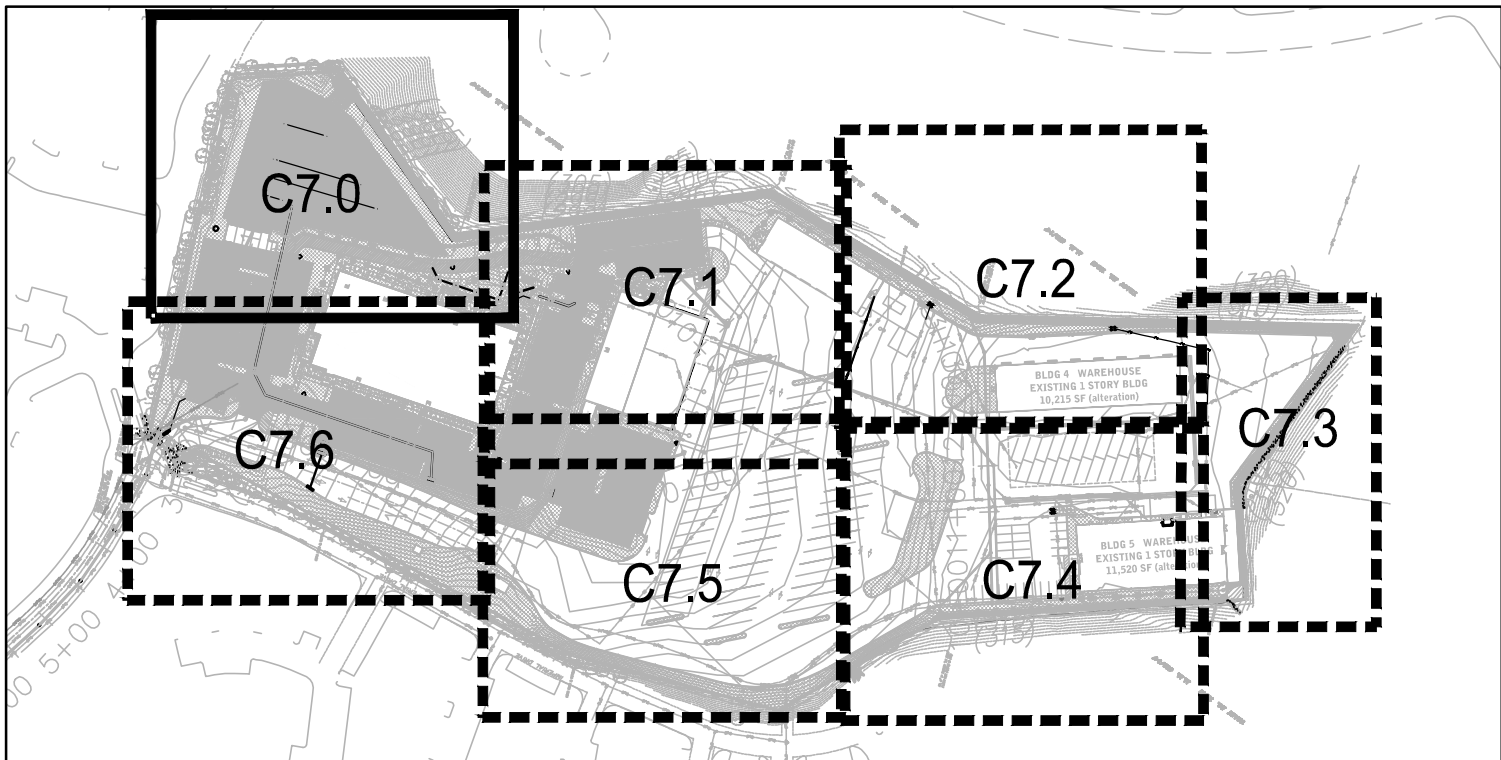
SHEET

C7.2

File: \\wms-arb.com\y\wms\0014\moulton nigel water district\y\y14-0198-00_mnw\concept_design\c7.3_ec.dwg Saved: 12/27/2017 3:41 PM (bong) Plotted: 1/5/2018 4:45 PM (bong)

EROSION CONTROL NOTES

1. IN THE CASE OF EMERGENCY, CALL (NAME) MATT COLLINGS AT WORK PHONE # (949) 448-4032 , HOME PHONE # (949) 795-8428, OR CELLULAR PHONE # (949) 795-8428.
 2. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 1 TO APRIL 30 EACH YEAR). NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES AT ALL TIME.
 3. EROSION CONTROL DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE GRADING INSPECTOR.
 4. ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
 5. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, BERMS, AND BASINS.
 6. GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
 7. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
 8. THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
 9. THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES AND THE PROPERTY OWNERS THAT DUMPING OF POLLUTANTS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
 10. PERMITTEE SHALL MAINTAIN CONSTRUCTION SITE IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, DYES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS, ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER, CONCRETE DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
 11. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
 12. FOR SITES OVER ONE ACRE IN SIZE, THE CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWQCB) AND PREPARE AND HAVE ON SITE AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
 13. THE CONTRACTOR SHALL HAVE ON SITE AN APPROVED WATER QUALITY MANAGEMENT PLAN (WQMP), AS REQUIRED BY THE CITY ENGINEERING DEPARTMENT.
 14. THE CONTRACTOR SHALL COMPLY WITH SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD ORDER NO. R9-2013-0001 AS AMENDED BY ORDER NOS. R9-2015-0001 AND R9-2015-0100 AND SANTA ANA REGIONAL WATER QUALITY BOARD ORDER NO. R8-2009-0030 AS AMENDED BY ORDER NO. R8-2010-0062, AS APPLICABLE.
 15. GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
 16. IMPORT AND EXPORT HAULING SHALL BE LIMITED TO THE HOURS OF 9:00AM TO 4:00PM. ANY TRACKING OF MATERIAL ON THE PUBLIC WAYS SHALL BE IMMEDIATELY REMOVED BY MECHANICAL SWEEPING.
- DRY SEASON REQUIREMENTS (MAY 1 THRU SEPTEMBER 30)**
17. WIND EROSION BMPs (DUST CONTROL) SHALL BE IMPLEMENTED.
 18. SEDIMENT CONTROL BMPs SHALL BE INSTALLED AND MAINTAINED AT ALL OPERATIONAL STORM DRAIN INLETS.
 19. BMPs TO CONTROL OFF-SITE SEDIMENT TRACKING SHALL BE IMPLEMENTED AND MAINTAINED.
 20. APPROPRIATE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPs SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER BY WASTES AND CONSTRUCTION MATERIALS.
 21. APPROPRIATE NON-STORM WATER BMPs SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER FROM CONSTRUCTION ACTIVITIES.
 22. THERE SHALL BE A 'WEATHER TRIGGERED' ACTION PLAN AND THE ABILITY TO DEPLOY STANDBY SEDIMENT CONTROL BMPs AS NEEDED TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE WITHIN 48 HOURS OF A PREDICTED STORM EVENT (A PREDICTED STORM EVENT IS DEFINED AS A FORECASTED, 50% CHANCE OF RAIN).
 23. SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY SEDIMENT CONTROL BMPs (AT THE SITE PERIMETER, SITE SLOPES AND OPERATIONAL INLETS WITHIN THE SITE) NECESSARY TO PREVENT SEDIMENT DISCHARGES FROM EXPOSED PORTIONS OF THE SITE SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATIONS BMPs AS DESCRIBED IN ITEM H BELOW ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.
 24. DEPLOYMENT OF PERMANENT EROSION CONTROL BMPs (PHYSICAL OR VEGETATION) SHOULD COMMENCE AS SOON AS PRACTICAL ON SLOPES THAT ARE COMPLETED FOR ANY PORTION OF THE SITE. STANDBY BMP MATERIALS SHOULD NOT BE RELIED UPON TO PREVENT EROSION OF SLOPES THAT HAVE BEEN COMPLETED.
 25. PHASING TO BE USED TO MAINTAIN STABILIZED AREAS (VEGETATION OR IMPERVIOUS COVER) AS MUCH AS POSSIBLE DURING CONSTRUCTION. DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS PRACTICAL. SLOPES INACTIVE FOR UP TO TWO WEEKS SHALL BE STABILIZED WITH SEEDING, SOIL BINDERS, MULCHING, GEOTEXTILES, OR MATS, ETC. IN ORDER TO REDUCE THE EROSION IMPACT OF RAIN OR RUNOFF.
- WET SEASON REQUIREMENTS (OCTOBER 1 THRU APRIL 30)**
26. SEDIMENT CONTROL BMP'S SHALL BE IMPLEMENTED AT THE SITE PERIMETER, AT ALL OPERATIONAL STORM DRAIN INLETS AND AT ALL NON-ACTIVE SLOPES, TO PROVIDE SUFFICIENT PROTECTION FOR STORMS LIKELY TO OCCUR DURING THE RAINY SEASON.
 27. ADEQUATE PHYSICAL OR VEGETATION EROSION CONTROL BMP'S (TEMPORARY OR PERMANENT) SHALL BE INSTALLED AND ESTABLISHED FOR ALL COMPLETED SLOPES PRIOR TO THE START OF THE RAINY SEASON. THESE BMP'S MUST BE MAINTAINED THROUGHOUT THE RAINY SEASON. IF A SELECTED BMP FAILS, IT MUST BE REPAIRED AND IMPROVED, OR REPLACED WITH AN ACCEPTABLE ALTERNATE AS SOON AS IT IS SAFE TO DO SO. THE FAILURE OF A BMP MAY INDICATE THAT THE BMP, AS INSTALLED, WAS NOT ADEQUATE FOR THE CIRCUMSTANCES IN WHICH IT WAS USED. REPAIRS OR REPLACEMENTS MUST RESULT IN A MORE ROBUST BMP, OR ADDITIONAL BMP'S SHOULD BE INSTALLED TO PROVIDE ADEQUATE PROTECTION.
 28. THE AMOUNT OF EXPOSED SOIL ALLOWED AT ONE TIME SHALL NOT EXCEED THAT WHICH CAN BE ADEQUATELY PROTECTED BY DEPLOYING STANDBY EROSION CONTROL AND SEDIMENT CONTROL BMP'S PRIOR TO A PREDICTED RAINSTORM.
 29. A DISTURBED AREA THAT IS NOT COMPLETED BUT THAT IS NOT BEING ACTIVELY GRADED (NON-ACTIVE AREA) SHALL BE FULLY PROTECTED FROM EROSION WITH TEMPORARY OR PERMANENT BMP'S (EROSION AND SEDIMENT CONTROL). THE ABILITY TO DEPLOY STANDBY BMP MATERIALS IS NOT SUFFICIENT FOR THESE AREAS. EROSION AND SEDIMENT CONTROL BMP'S MUST ACTUALLY BE DEPLOYED. THIS INCLUDES ALL BUILDING PADS, UNFINISHED ROADS AND SLOPES.
 30. SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY EROSION AND SEDIMENT CONTROL BMP'S NECESSARY TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE FOR EROSION AND TO PREVENT SEDIMENT DISCHARGES SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PERMANENT PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATION BMP'S ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.



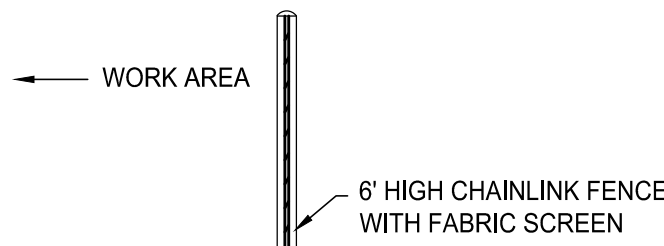
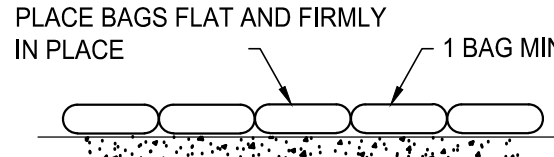
KEY MAP

GRAVEL BAG SPEC NOTES:

15"x30" POLYPROPYLENE GRAVEL BAGS

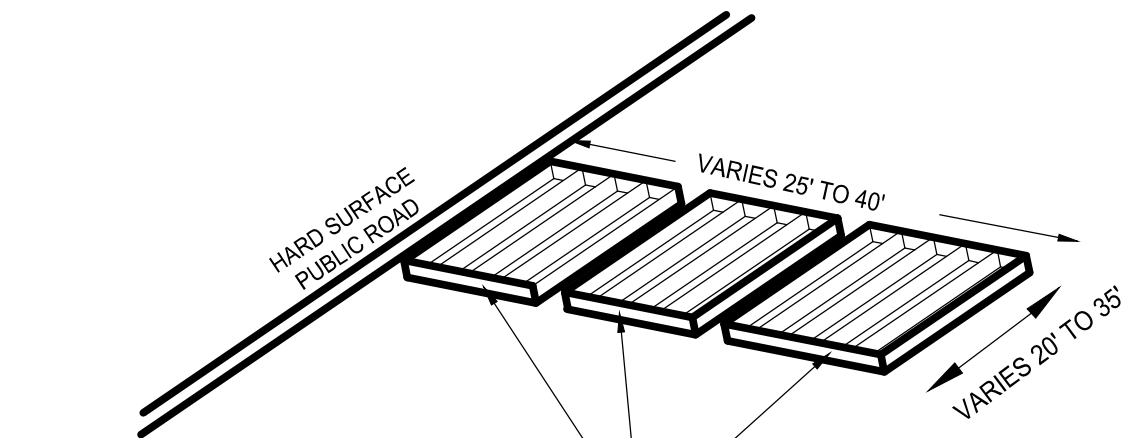
WOVEN POLYPROPYLENE - CONSTRUCTED TO RESIST SPLITS AND LEAKAGE. WITH ANTISKID DESIGN.

10 X 12 WEAVE
950 DENIER
1200 HOURS UV RATING
MILKWHITE COLOR
1000 PER BALE



EC1 GRAVEL BAG BARRIER WITH SITE FENCING

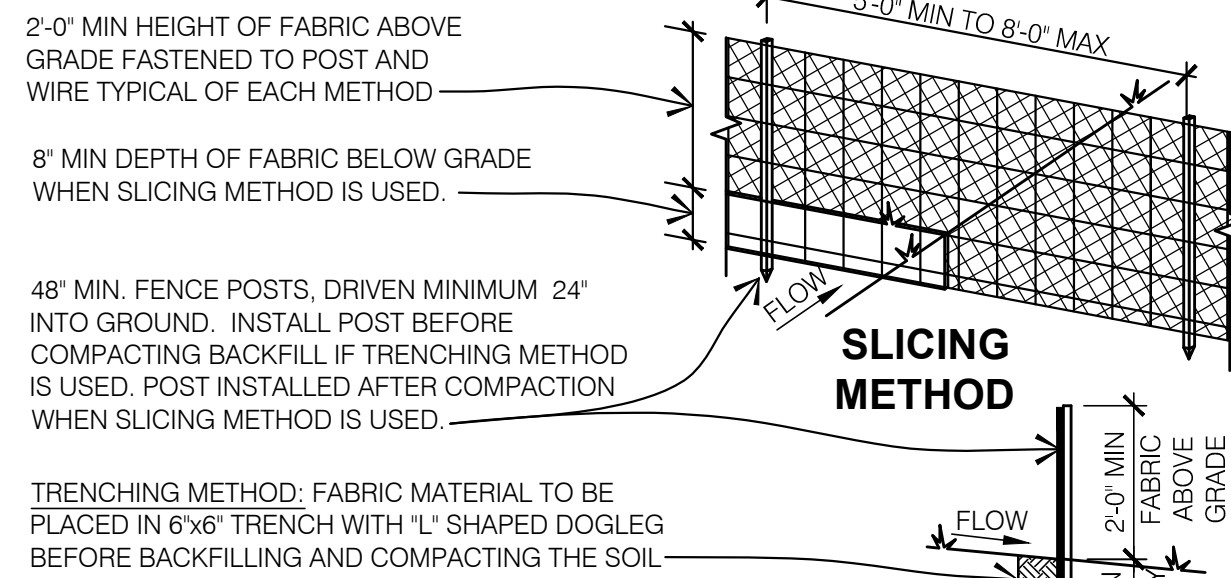
NTS



A SERIES OF STEEL PLATES (3 OR MORE) WITH RUMBLE STRIPS OR MIN 4" COARSE AGGREGATE.

EC2 STABILIZED ENTRANCE/EXIT DETAIL PER CASQA RE-1

NTS



SPECIFICATIONS

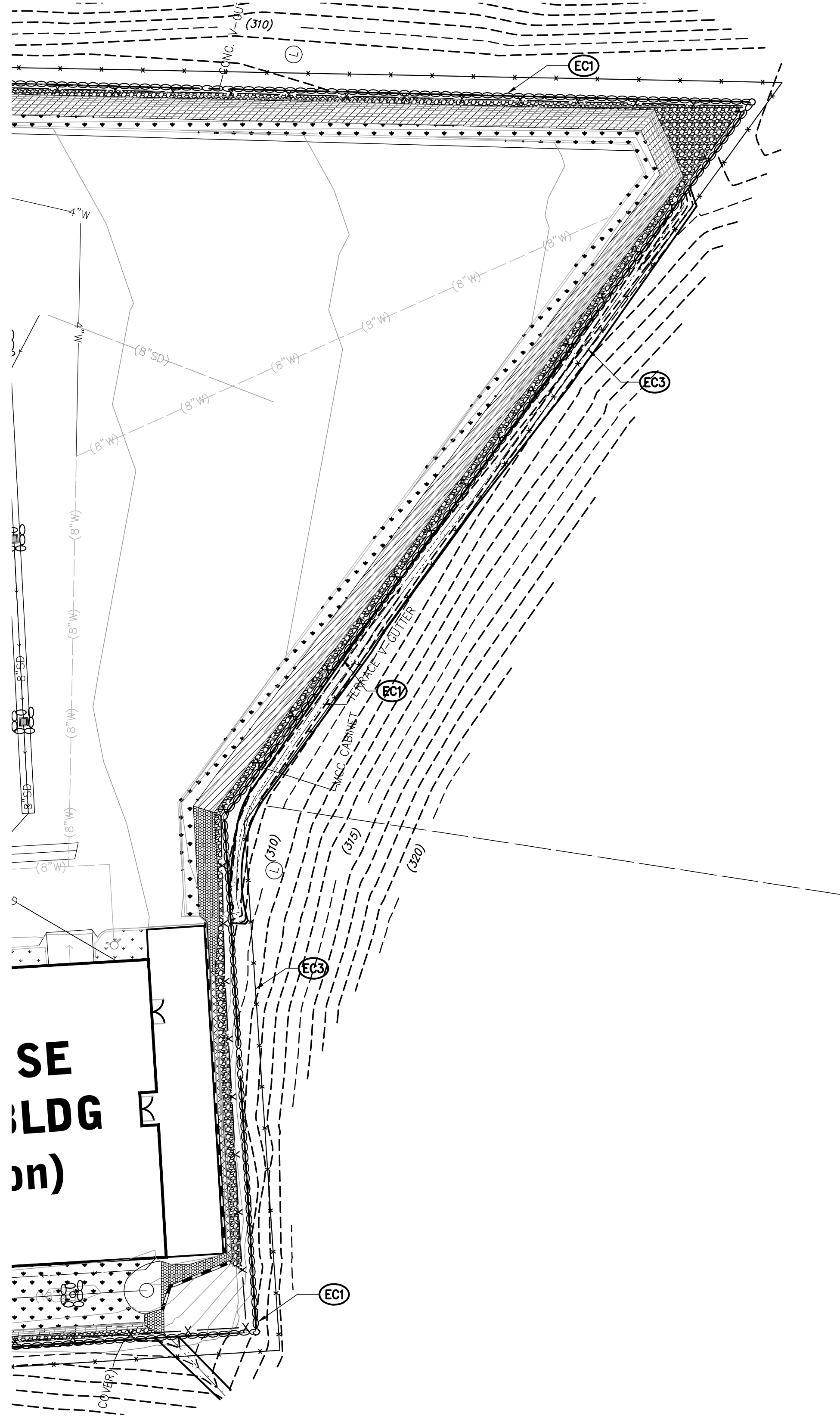
POSTS: STEEL EITHER 'T' OR 'U' TYPE OR 4" HARDWOOD
FENCE: WOVEN WIRE, 14 1/2 GA. 6" MAX. MESH OPENING
FILTER CLOTH: FILTER X, MIRAFI 100X, OR APPROVED EQUAL
PREFAB UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL

NOTES

- A. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS W/ WIRE TIES OR STAPLES.
- B. FABRIC FASTENED SECURELY TO FENCE W/ TIES SPACED AT 24" AT TOP AND MID SECTION.
- C. WHEN TWO SECTIONS OF FABRIC ADJOIN EACH OTHER THEY SHALL OVERLAP BY (6) INCHES.
- D. LOCATE POSTS DOWN SLOPE OF FABRIC FOR FENCE SUPPORT.
- E. MAINTENANCE SHALL BE PERFORMED AFTER EACH RAINFALL AND AS NEEDED, SEDIMENT TO BE REMOVED WHEN 'BULGES' DEVELOP.

EC3 SILT FENCE

SCALE 1/8" = 1'-0"

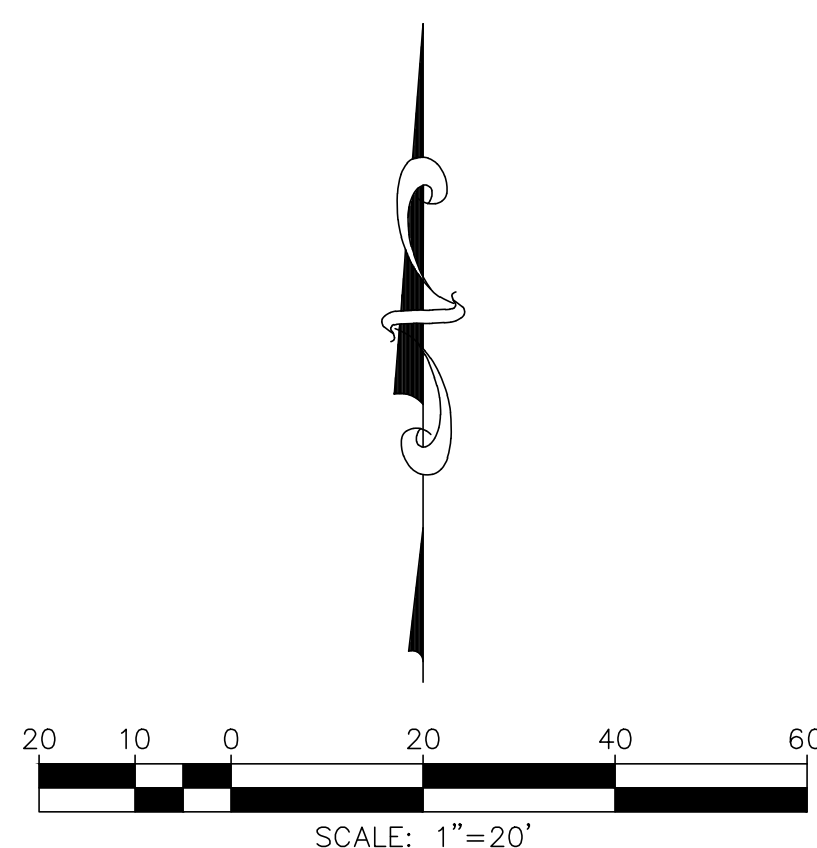


LEGEND

- TEMPORARY 6' HIGH CHAINLINK FENCE WITH FABRIC SCREEN
- CONSTRUCT GRAVEL BAGS

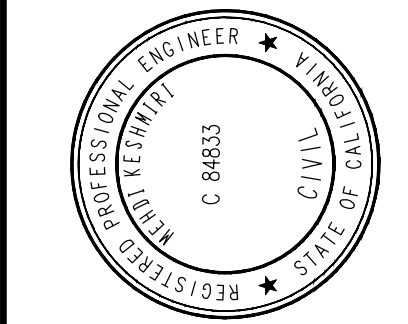
EROSION CONTROL NOTES:

- EC1 CONSTRUCT GRAVEL BAGS AND TEMPORARY 6' HIGH CHAINLINK FENCE WITH FABRIC SCREEN, PER DETAIL HEREON.
- EC2 STABILIZED CONSTRUCTION ENTRANCE PER DETAIL HEREON.
- EC3 CONSTRUCT SILT FENCE PER DETAIL HEREON.



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irene.caldwell@waremalcomb.com
P 949.663.1028
F 949.863.1581



Moulton Nigel Water
MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD.
LAGUNA HILLS, CA 92653

EROSION CONTROL		REMARKS
DATE	PA / PM:	
03/04/2017		SHELL AND CORE CITY SUBMITTAL
05/22/2017		SHELL AND CORE CITY RESUBMITTAL

DRAWN BY: B.K./M.K.
JOB NO.: IRV14-0198-00

SHEET
C7.3

EROSION CONTROL NOTES	
1.	IN THE CASE OF EMERGENCY, CALL (NAME) _____ AT WORK PHONE # _____, HOME PHONE # _____, OR CELLULAR PHONE # _____.
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	WET SEASON REQUIREMENTS (OCTOBER 1 THRU APRIL 30)
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EC1 CONSTRUCT GRAVEL BAGS AND TEMPORARY 6' HIGH CHAINLINK FENCE WITH FABRIC SCREEN, PER DETAIL HEREON.

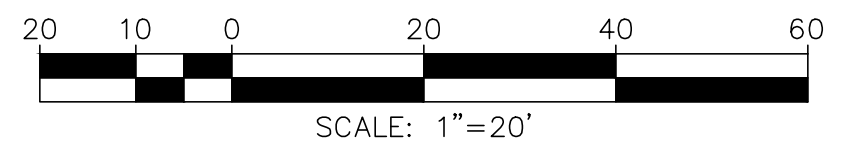
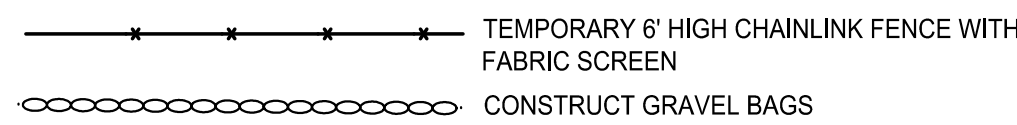
EC2 STABILIZED CONSTRUCTION ENTRANCE PER DETAIL HEREON.

EC3 CONSTRUCT SILT FENCE PER DETAIL HEREON.

STABILIZED ENTRANCE/EXIT DETAIL PER CASQA RE-1

EC3 **SUSTAINENCE**
SCALE: 3/8" = 1'-0"

RE TIES OR STAPLES.
D MID SECTION.
LAP BY (6) INCHES.
DED, SEDIMENT TO



File: \\mca-arch.com\Users\jbsa14\moulton_niguel_water_district\p14-0198-00_mwd_concept_design\dwg\sheet\moulton_niguel_water_district\p14-0198-00_mwd_concept_design.dwg Saved: 12/21/2017 3:41 PM (bbsa) Plotted: 1/5/2018 4:46 PM (bbsa)

EROSION CONTROL NOTES

- IN THE CASE OF EMERGENCY, CALL (NAME) MATT COLLINGS AT WORK PHONE # (949) 448-4032, HOME PHONE # (949) 795-8428, OR CELLULAR PHONE # (949) 795-8428.
 - EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 1 TO APRIL 30 EACH YEAR). NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES AT ALL TIME.
 - EROSION CONTROL DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE GRADING INSPECTOR.
 - ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
 - AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, BERMS, AND BASINS.
 - GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
 - THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
 - THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
 - THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES AND THE PROPERTY OWNERS THAT DUMPING OF POLLUTANTS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
 - PERMITTEE SHALL MAINTAIN CONSTRUCTION SITE IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, DYES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS, ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS; VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER, CONCRETE DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
 - DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
 - FOR SITES OVER ONE ACRE IN SIZE, THE CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWQCB) AND PREPARE AND HAVE ON SITE AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
 - THE CONTRACTOR SHALL HAVE ON SITE AN APPROVED WATER QUALITY MANAGEMENT PLAN (WQMP), AS REQUIRED BY THE CITY ENGINEERING DEPARTMENT.
 - THE CONTRACTOR SHALL COMPLY WITH SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD ORDER NO. R9-2013-0001 AS AMENDED BY ORDER NOS. R9-2015-0001 AND R9-2015-0100 AND SANTA ANA REGIONAL WATER QUALITY BOARD ORDER NO. R8-2009-0030 AS AMENDED BY ORDER NO. R8-2010-0062, AS APPLICABLE.
 - GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
 - IMPORT AND EXPORT HAULING SHALL BE LIMITED TO THE HOURS OF 9:00AM TO 4:00PM. ANY TRACKING OF MATERIAL ON THE PUBLIC WAYS SHALL BE IMMEDIATELY REMOVED BY MECHANICAL SWEEPING.
- DRY SEASON REQUIREMENTS (MAY 1 THRU SEPTEMBER 30)**
- WIND EROSION BMPS (DUST CONTROL) SHALL BE IMPLEMENTED.
 - SEDIMENT CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ALL OPERATIONAL STORM DRAIN INLETS.
 - BMPS TO CONTROL OFF-SITE SEDIMENT TRACKING SHALL BE IMPLEMENTED AND MAINTAINED.
 - APPROPRIATE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER BY WASTES AND CONSTRUCTION MATERIALS.
 - APPROPRIATE NON-STORM WATER BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER FROM CONSTRUCTION ACTIVITIES.
 - THERE SHALL BE A 'WEATHER TRIGGERED' ACTION PLAN AND THE ABILITY TO DEPLOY STANDBY SEDIMENT CONTROL BMPS AS NEEDED TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE WITHIN 48 HOURS OF A PREDICTED STORM EVENT (A PREDICTED STORM EVENT IS DEFINED AS A FORECASTED, 50% CHANCE OF RAIN).
 - SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY SEDIMENT CONTROL BMPS (AT THE SITE PERIMETER, SITE SLOPES AND OPERATIONAL INLETS WITHIN THE SITE) NECESSARY TO PREVENT SEDIMENT DISCHARGES FROM EXPOSED PORTIONS OF THE SITE SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATIONS BMPS AS DESCRIBED IN ITEM H BELOW ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.
 - DEPLOYMENT OF PERMANENT EROSION CONTROL BMPS (PHYSICAL OR VEGETATION) SHOULD COMMENCE AS SOON AS PRACTICAL ON SLOPES THAT ARE COMPLETED FOR ANY PORTION OF THE SITE. STANDBY BMP MATERIALS SHOULD NOT BE RELIED UPON TO PREVENT EROSION OF SLOPES THAT HAVE BEEN COMPLETED.
 - PHASING TO BE USED TO MAINTAIN STABILIZED AREAS (VEGETATION OR IMPERVIOUS COVER) AS MUCH AS POSSIBLE DURING CONSTRUCTION. DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS PRACTICAL. SLOPES INACTIVE FOR UP TO TWO WEEKS SHALL BE STABILIZED WITH SEEDING, SOIL BINDERS, MULCHING, GEOTEXTILES, OR MATS, ETC. IN ORDER TO REDUCE THE EROSION IMPACT OF RAIN OR RUNOFF.
- WET SEASON REQUIREMENTS (OCTOBER 1 THRU APRIL 30)**
- SEDIMENT CONTROL BMP'S SHALL BE IMPLEMENTED AT THE SITE PERIMETER, AT ALL OPERATIONAL STORM DRAIN INLETS AND AT ALL NON-ACTIVE SLOPES, TO PROVIDE SUFFICIENT PROTECTION FOR STORMS LIKELY TO OCCUR DURING THE RAINY SEASON.
 - ADEQUATE PHYSICAL OR VEGETATION EROSION CONTROL BMP'S (TEMPORARY OR PERMANENT) SHALL BE INSTALLED AND ESTABLISHED FOR ALL COMPLETED SLOPES PRIOR TO THE START OF THE RAINY SEASON. THESE BMP'S MUST BE MAINTAINED THROUGHOUT THE RAINY SEASON. IF A SELECTED BMP FAILS, IT MUST BE REPAIRED AND IMPROVED, OR REPLACED WITH AN ACCEPTABLE ALTERNATE AS SOON AS IT IS SAFE TO DO SO. THE FAILURE OF A BMP MAY INDICATE THAT THE BMP, AS INSTALLED, WAS NOT ADEQUATE FOR THE CIRCUMSTANCES IN WHICH IT WAS USED. REPAIRS OR REPLACEMENTS MUST RESULT IN A MORE ROBUST BMP. OR ADDITIONAL BMP'S SHOULD BE INSTALLED TO PROVIDE ADEQUATE PROTECTION.
 - THE AMOUNT OF EXPOSED SOIL ALLOWED AT ONE TIME SHALL NOT EXCEED THAT WHICH CAN BE ADEQUATELY PROTECTED BY DEPLOYING STANDBY EROSION CONTROL AND SEDIMENT CONTROL BMP'S PRIOR TO A PREDICTED RAINSTORM.
 - A DISTURBED AREA THAT IS NOT COMPLETED BUT THAT IS NOT BEING ACTIVELY GRADED (NON-ACTIVE AREA) SHALL BE FULLY PROTECTED FROM EROSION WITH TEMPORARY OR PERMANENT BMP'S (EROSION AND SEDIMENT CONTROL). THE ABILITY TO DEPLOY STANDBY BMP MATERIALS IS NOT SUFFICIENT FOR THESE AREAS. EROSION AND SEDIMENT CONTROL BMP'S MUST ACTUALLY BE DEPLOYED. THIS INCLUDES ALL BUILDING PADS, UNFINISHED ROADS AND SLOPES.
 - SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY EROSION AND SEDIMENT CONTROL BMP'S NECESSARY TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE FOR EROSION AND TO PREVENT SEDIMENT DISCHARGES SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PERMANENT PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATION BMP'S ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.

EROSION CONTROL NOTES:

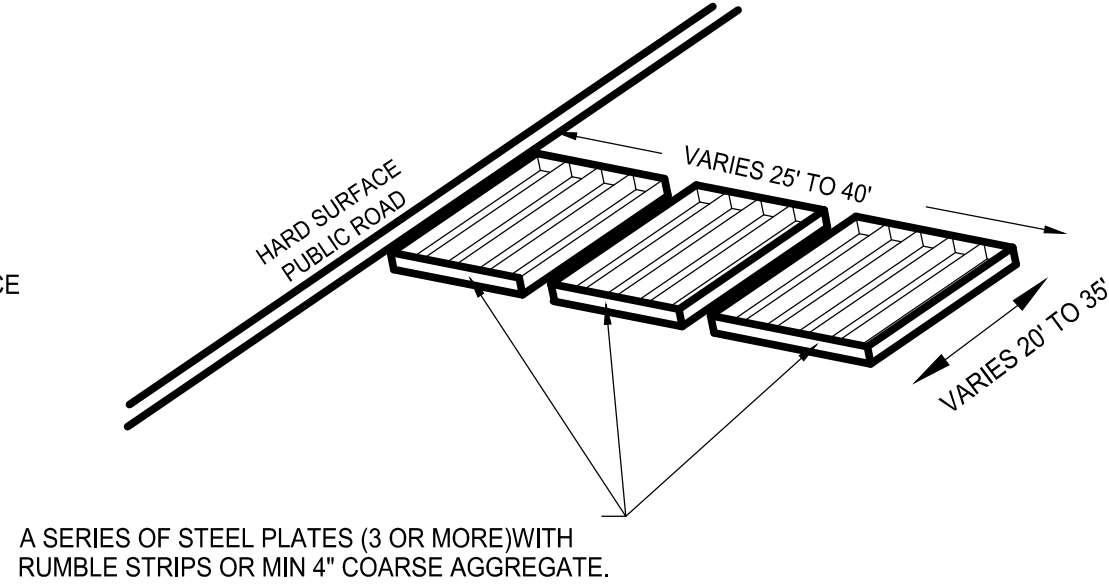
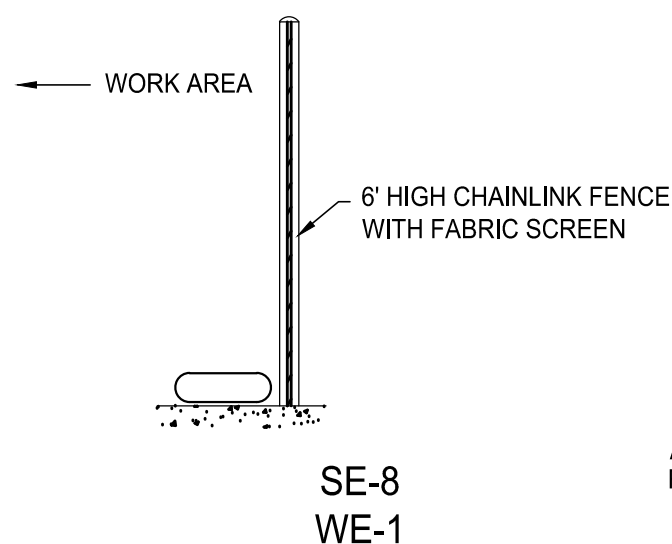
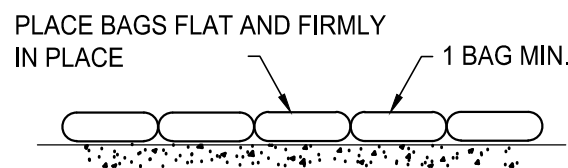
- (EC1) CONSTRUCT GRAVEL BAGS AND TEMPORARY 6' HIGH CHAINLINK FENCE WITH FABRIC SCREEN, PER DETAIL HEREON.
- (EC2) STABILIZED CONSTRUCTION ENTRANCE PER DETAIL HEREON.
- (EC3) CONSTRUCT SILT FENCE PER DETAIL HEREON.

GRAVEL BAG SPEC NOTES:

15"x30" POLYPROPYLENE GRAVELBAGS

WOVEN POLYPROPYLENE - CONSTRUCTED TO RESIST SPLITS AND LEAKAGE. WITH ANTISKID DESIGN.

10 X 12 WEAVE
950 DENIER
1200 HOURS UV RATING
MILKWHITE COLOR
1000 PER BALE



(EC1) GRAVEL BAG BARRIER WITH SITE FENCING
NTS

(EC2) STABILIZED ENTRANCE/EXIT DETAIL PER CASQA RE-1
NTS

(EC3) SILT FENCE
SCALE 1/8" = 1'-0"

2'-0" MIN HEIGHT OF FABRIC ABOVE GRADE FASTENED TO POST AND WIRE TYPICAL OF EACH METHOD

8" MIN DEPTH OF FABRIC BELOW GRADE WHEN SLICING METHOD IS USED.

48" MIN. FENCE POSTS, DRIVEN MINIMUM 24" INTO GROUND. INSTALL POST BEFORE COMPACTING BACKFILL IF TRENCHING METHOD IS USED. POST INSTALLED AFTER COMPACTION WHEN SLICING METHOD IS USED.

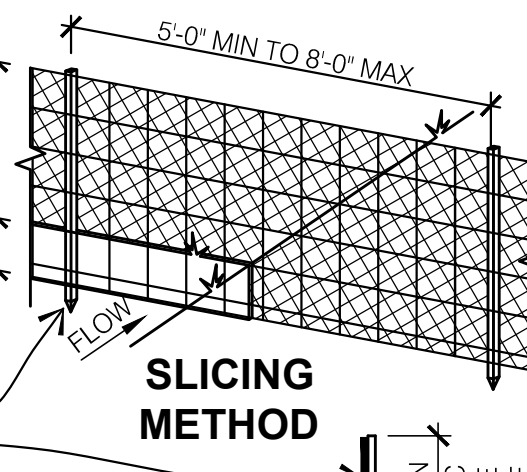
SPECIFICATIONS

POSTS: STEEL EITHER 'T' OR 'U' TYPE OR 4" HARDWOOD
FENCE: WOVEN WIRE, 14 1/2 GA. 6" MAX. MESH OPENING
FILTER CLOTH: FILTER X, MIRAFI 100X, OR APPROVED EQUAL
PREFAB UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL

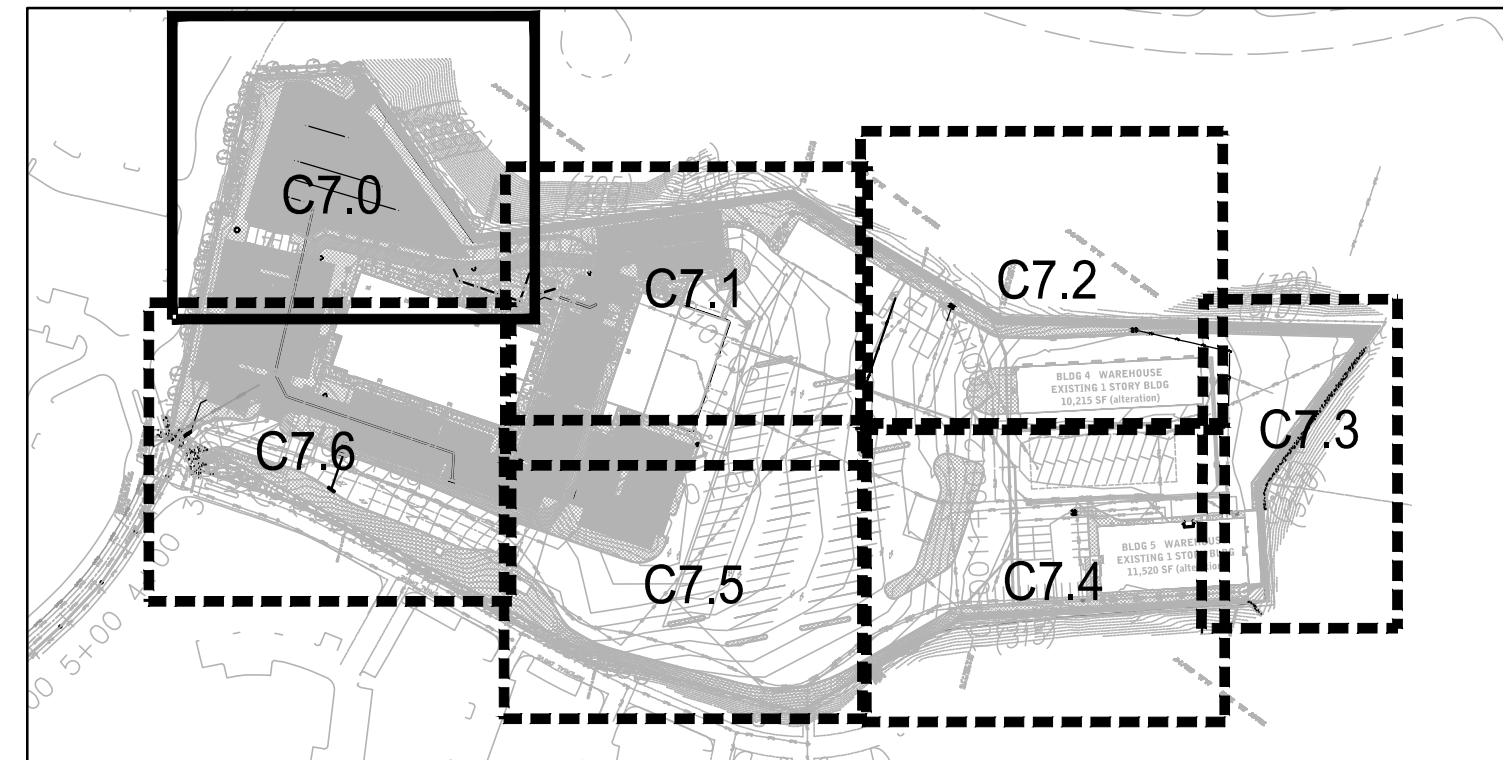
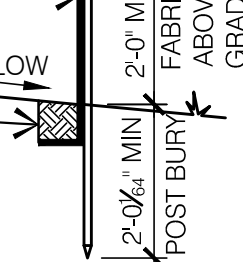
NOTES

- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS W/ WIRE TIES OR STAPLES.
- FABRIC FASTENED SECURELY TO FENCE W/ TIES SPACED AT 24" AT TOP AND MID SECTION.
- WHEN TWO SECTIONS OF FABRIC ADJOIN EACH OTHER THEY SHALL OVERLAP BY (6) INCHES.
- LOCATE POSTS DOWN SLOPE OF FABRIC FOR FENCE SUPPORT.
- MAINTENANCE SHALL BE PERFORMED AFTER EACH RAINFALL AND AS NEEDED. SEDIMENT TO BE REMOVED WHEN 'BULGES' DEVELOP.

SCALE 1/8" = 1'-0"



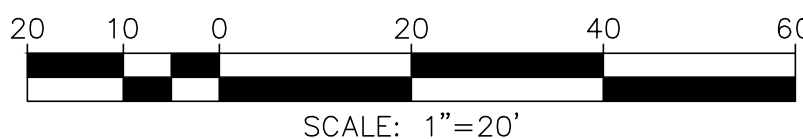
TRENCHING METHOD



KEY MAP

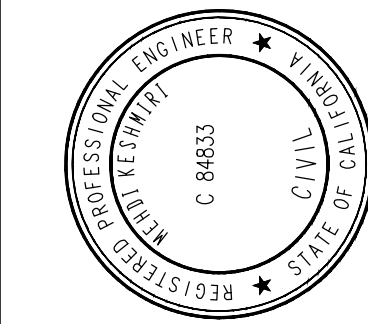
LEGEND

- TEMPORARY 6' HIGH CHAINLINK FENCE WITH FABRIC SCREEN
- CONSTRUCT GRAVEL BAGS



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civil engineering
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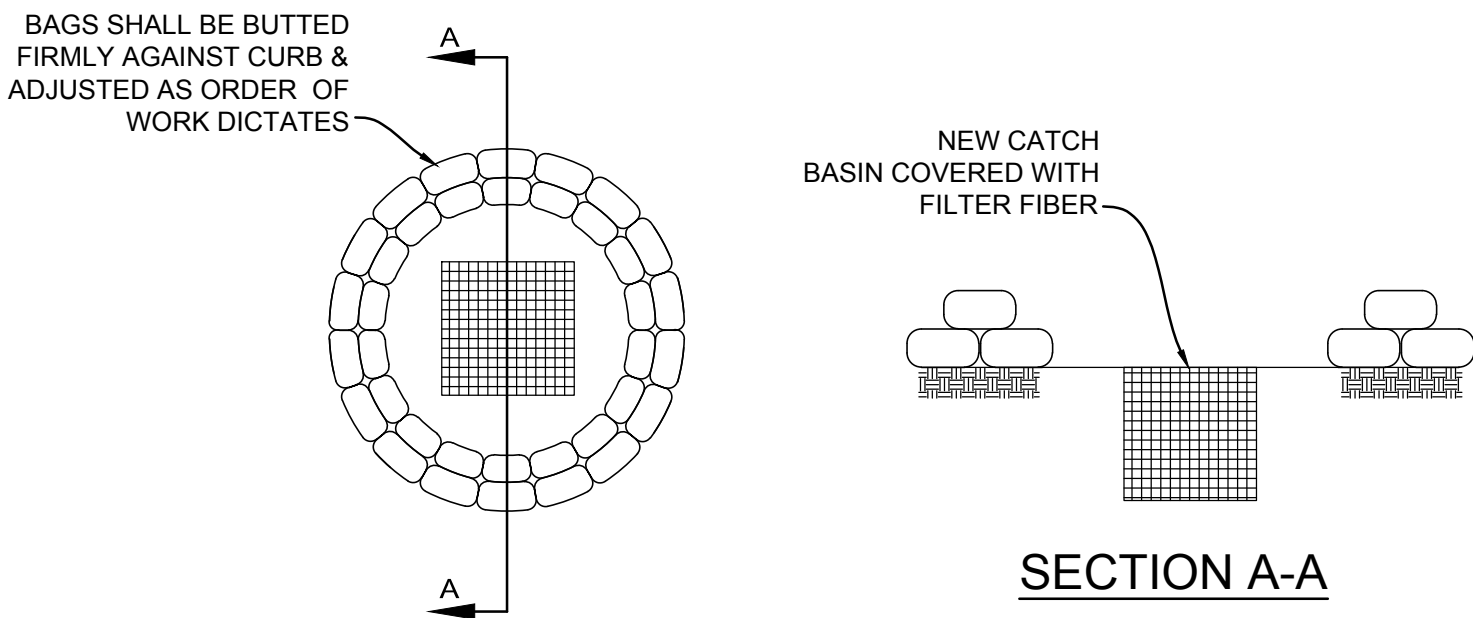
MOULTON NIGUEL WATER DISTRICT - BUILDING 1
26161 GORDON RD.
LAGUNA HILLS, CA 92653

EROSION CONTROL

DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/26/2017	SHELL AND CORE CITY RESUBMITTAL

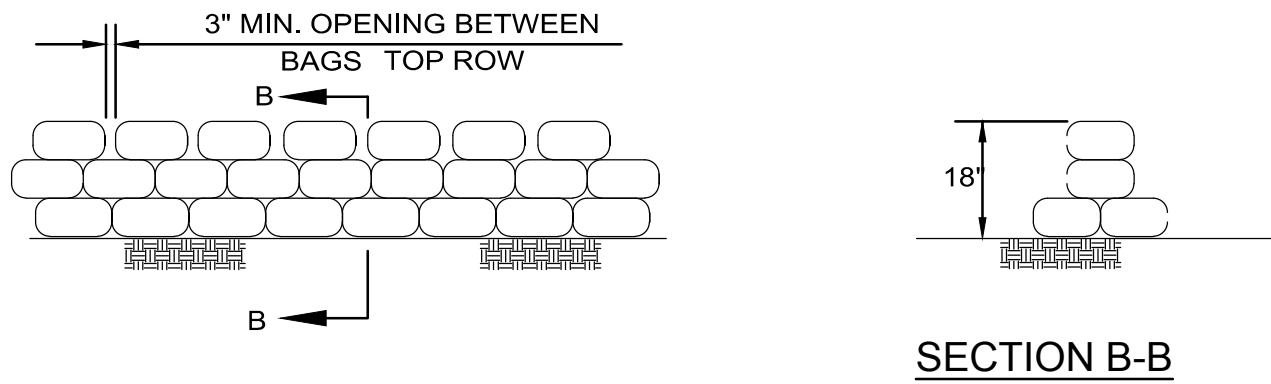
PA / PM:
DRAWN BY: B.K./M.K.
JOB NO.: IRV14-0198-00

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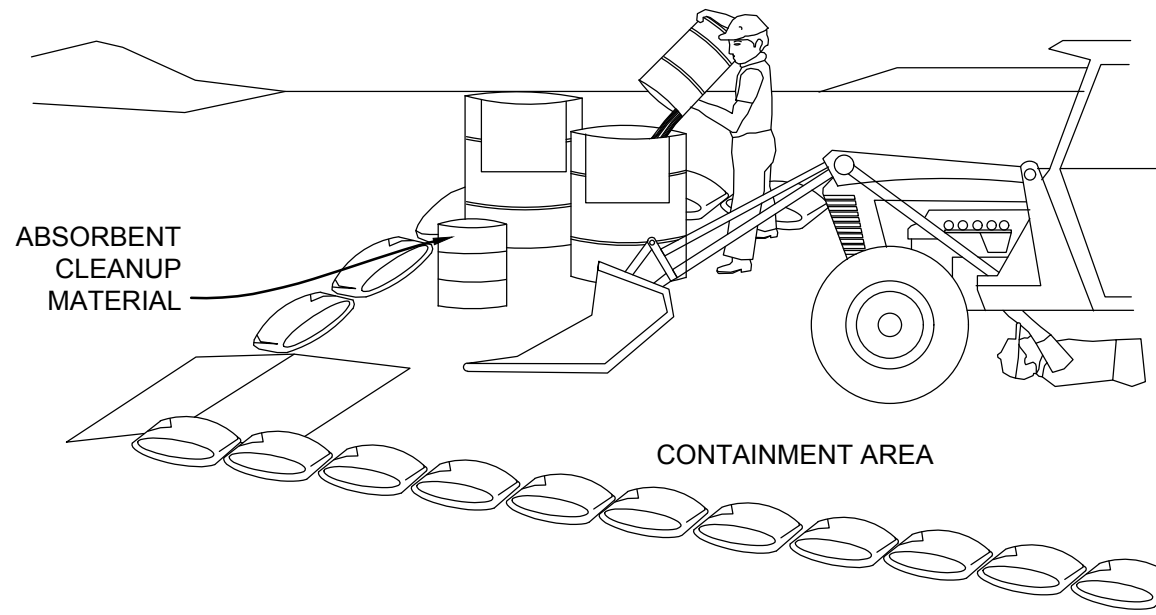
GRAVEL BAG CHECKDAM AROUND (CB/AD)
NOT TO SCALE

A



GRAVEL BAG DETAIL
NOT TO SCALE

B



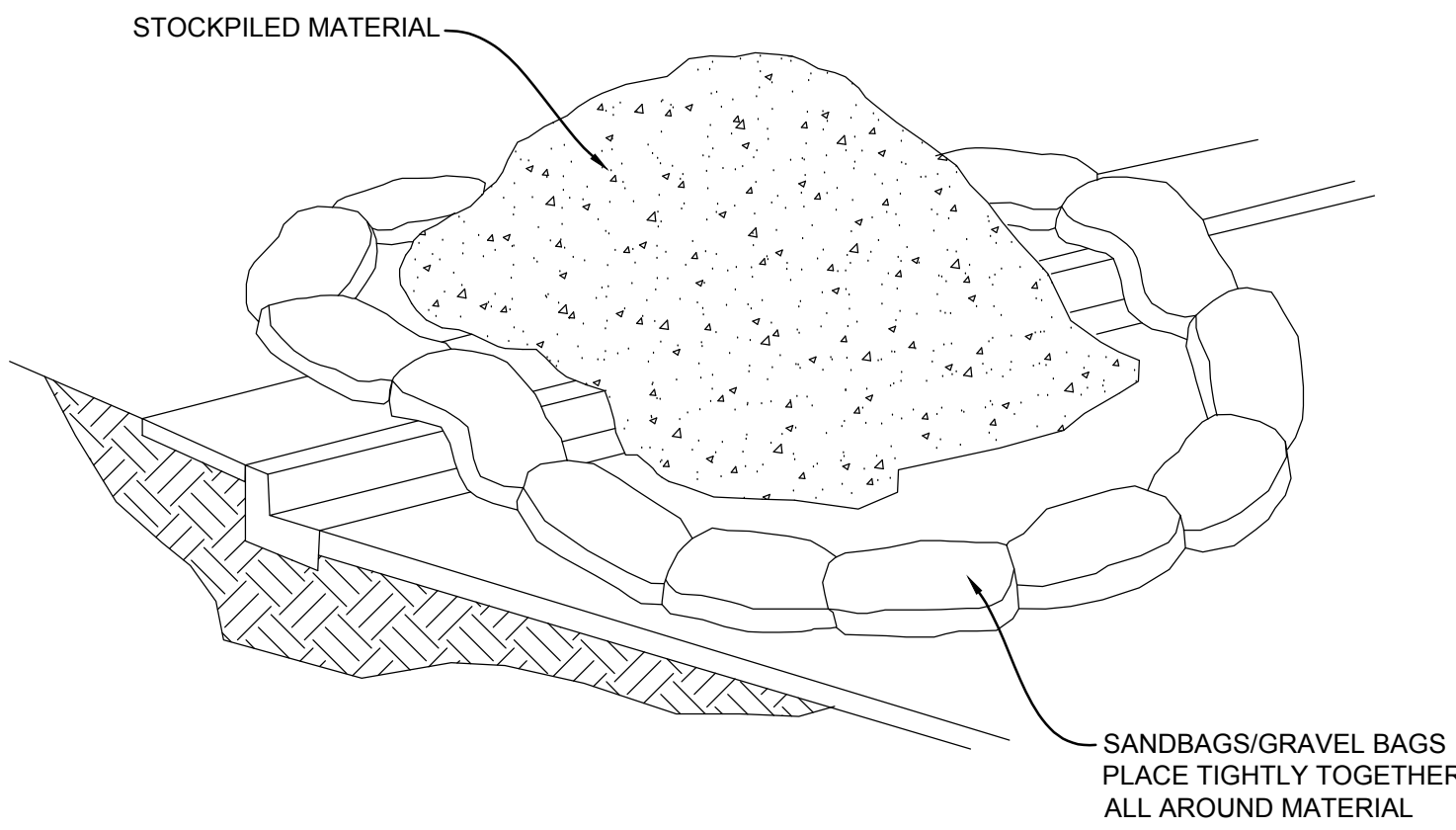
NOTES:

1. LEAKING VEHICLES AND EQUIPMENT SHALL NOT BE ALLOWED ON-SITE. EQUIPMENT AND VEHICLES SHALL BE INSPECTED FREQUENTLY FOR LEAKS AND SHALL BE REPAIRED IMMEDIATELY. CLEAN UP SPILLS AND LEAKS PROMPTLY WITH ABSORBENT; DO NOT FLUSH WITH WATER.
2. VEHICLES AND EQUIPMENT SHALL BE MAINTAINED AND REPAIRED ON-SITE ONLY IN DESIGNATED AREAS. PREVENT RUN-ON AND RUN-OFF FROM DESIGNATED AREAS. CONTAINMENT DEVICES SHALL BE PROVIDED AND AREAS SHALL BE COVERED IF NECESSARY.
3. DESIGNATE ON-SITE VEHICLE AND EQUIPMENT MAINTENANCE AREAS, WAY FROM STORM DRAIN INLETS AND WATERCOURSES.
4. ALWAYS USE SECONDARY CONTAINMENT, SUCH AS A DRAIN PAN OR DROP CLOTH, TO CATCH SPILLS AND LEAKS WHEN REMOVING OR CHANGING FLUIDS.
5. LEGALLY DISPOSE OF USED OILS, FLUIDS, AND LUBRICANTS.
6. PROVIDE SPILL CONTAINMENT DIKES OR SECONDARY CONTAINMENT AROUND STORED OIL, FUEL, AND CHEMICAL DRUMS.
7. MAINTAIN ON ADEQUATE SUPPLY OF ABSORBENT SPILL CLEANUP MATERIALS IN DESIGNATED AREA.

EQUIPMENT REPAIR/MAINTENANCE

NOT TO SCALE

C



MATERIAL STORAGE

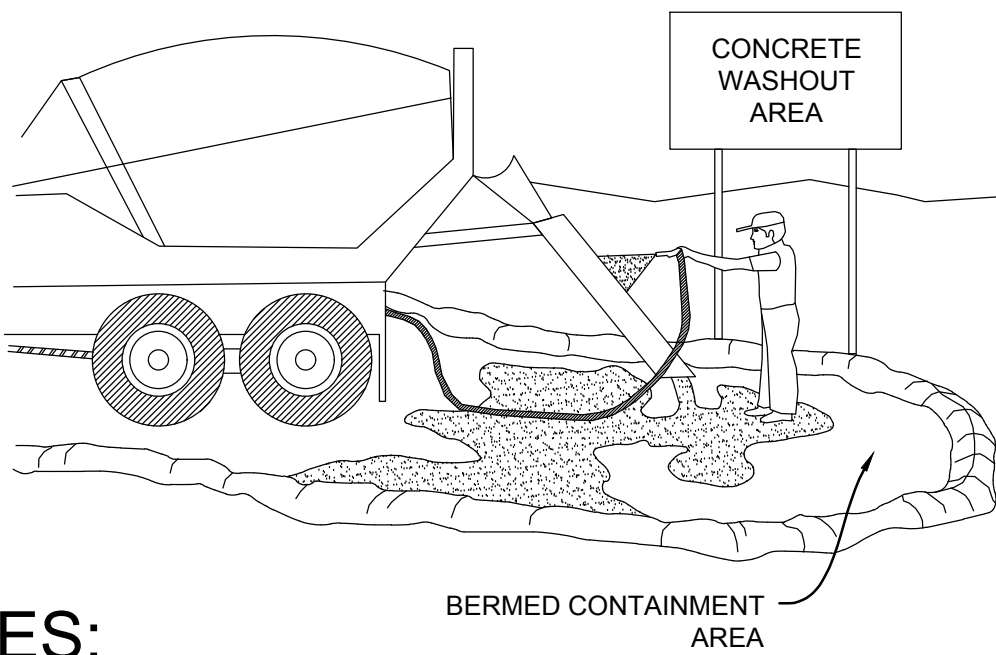
DIRT AND OTHER CONSTRUCTION RELATED MATERIALS PLACED IN THE STREET OR ON OTHER IMPERVIOUS SURFACES MUST BE CONTAINED WITH SANDBAGS OR OTHER MEASURES TO PREVENT TRANSPORT TO THE STORMDRAIN SYSTEM.

ANY CONSTRUCTION MATERIAL STORED OR STOCKPILED ON-SITE SHALL BE PROTECTED FROM BEING TRANSPORTED BY THE FORCE OF WIND OR WATER.

MATERIAL STORAGE

NOT TO SCALE

D



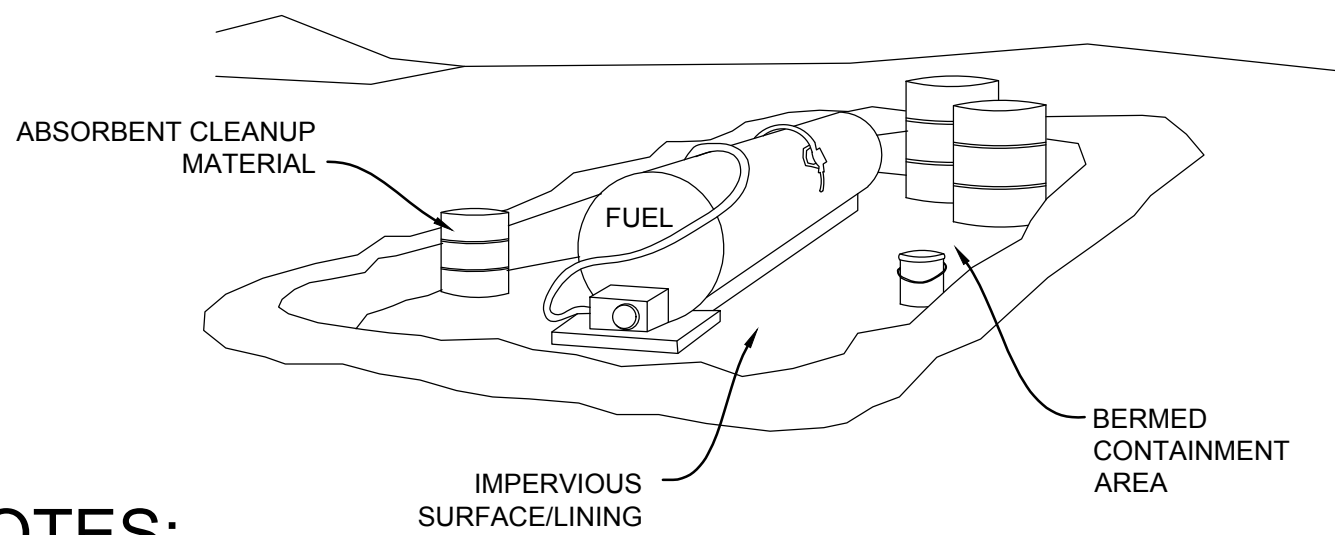
NOTES:

1. EXCESS AND WASTE CONCRETE SHALL NOT BE WASHED INTO STREET OR A DRAINAGE SYSTEM
2. FOR WASHOUT OF CONCRETE AND MORTAR PRODUCTS, A DESIGNATED CONTAINMENT FACILITY OF SUFFICIENT CAPACITY TO RETAIN LIQUID AND SOLID WASTE SHALL PROVIDED ON SITE.
3. SLURRY FROM CONCRETE AND ASPHALT SAW CUTTING SHALL BE VACUUMED OR CONTAINED, DRIED, PICKED UP AND DISPOSED OF PROPERTY.

CONCRETE WASTE MANAGEMENT

NOT TO SCALE

E



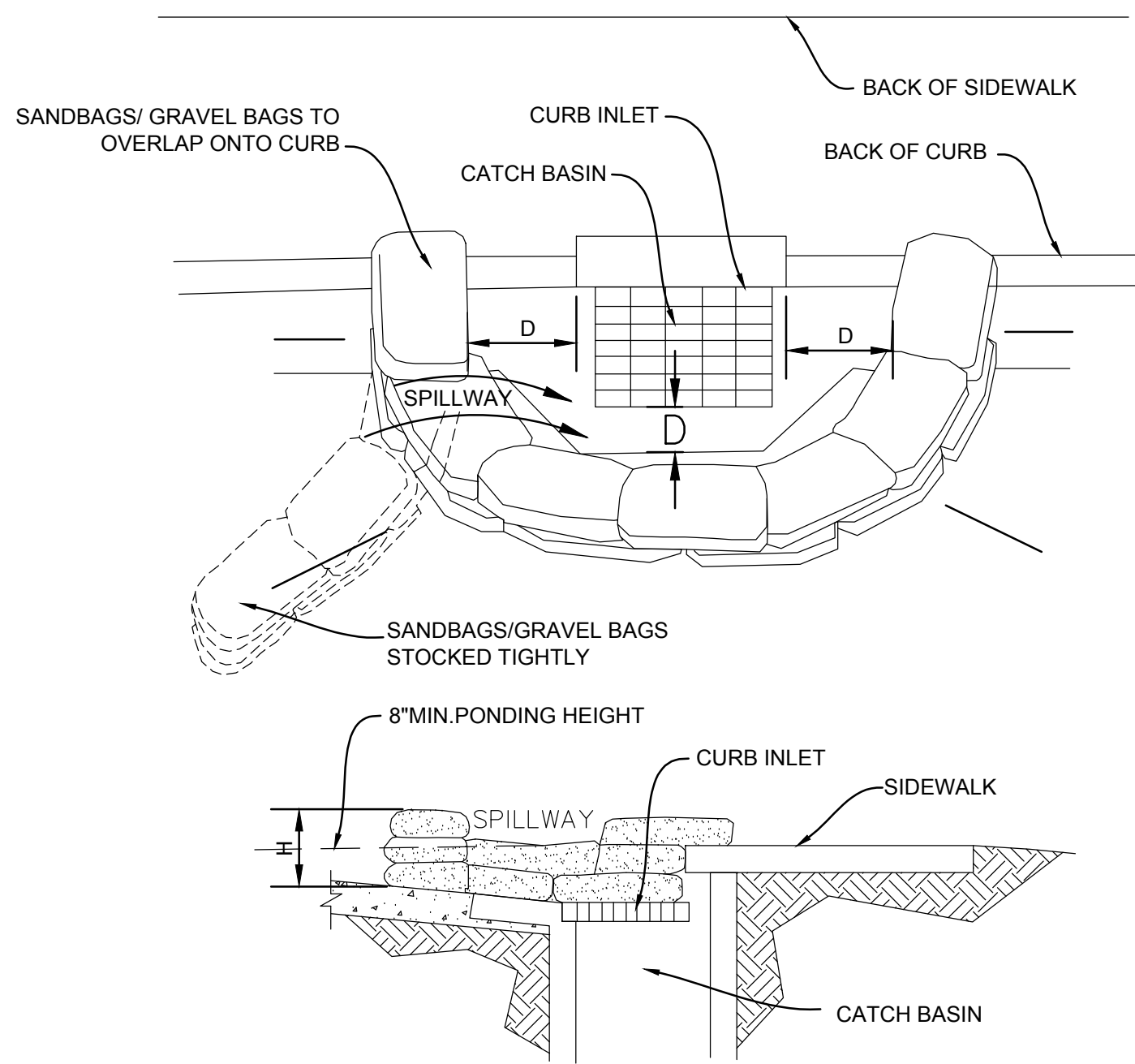
NOTES:

1. FUELING SHALL BE PERFORMED IN A DESIGNATED AREA, AWAY FROM COURSES. ABSORBENT CLEANUP MATERIAL SHALL BE ON SITE AND USED IMMEDIATELY IN THE EVENT OF A SPILL.

VEHICLE/EQUIPMENT FUELING

NOT TO SCALE

F



NOTES:

1. CATCH BASIN/INLET PROTECTION SHALL BE INSTALLED WHEREVER THERE IS A POTENTIAL OF STORMWATER OR NON-STORMWATER BEING DISCHARGED INTO IT.
2. INLET PROTECTION IS REQUIRED ALONG WITH OTHER POLLUTION PREVENTION MEASURES SUCH AS: EROSION CONTROL, SOIL STABILIZATION, AND MEASURES TO PREVENT TRACKING ONTO PAVED SURFACES.
3. MODIFY INLET PROTECTION AS NEEDED TO AVOID CREATING TRAFFIC HAZARDS.
4. INCLUDE INLET PROTECTION MEASURES AT HILLSIDE V-DITCHES AND MISC. DRAINAGE SWALES.
5. INLET PROTECTION SHALL BE PROTECTED AND ACCUMULATED SEDIMENTS REMOVED. SEDIMENT SHALL BE DISPOSED OF PROPERTY AND IN A MANNER THAT ASSURES THAT THE SEDIMENT DOES NOT ENTER THE STORM DRAIN SYSTEM.
6. DAMAGED BAGS SHALL BE REPLACED IMMEDIATELY.
7. ADDITIONAL SANDBAG SEDIMENT TRAPS SHALL BE PLACED AT INTERVALS AS INDICATED ON SITE PLANT.

CATCH BASIN/ INLET PROTECTION

NOT TO SCALE

G



MOULTON NIGUEL WATER DISTRICT - BUILDING 1
28161 GORDON RD.
LAGUNA HILLS, CA 92653

EROSION CONTROL DETAILS

DATE	REMARKS
03/04/2017	SHELL AND CORE CITY SUBMITTAL
05/25/2017	SHELL AND CORE CITY RESUBMITTAL

PA / PM:	
DRAWN BY:	B.K./M.K.
JOB NO.:	IRV14-0198-00

SHEET

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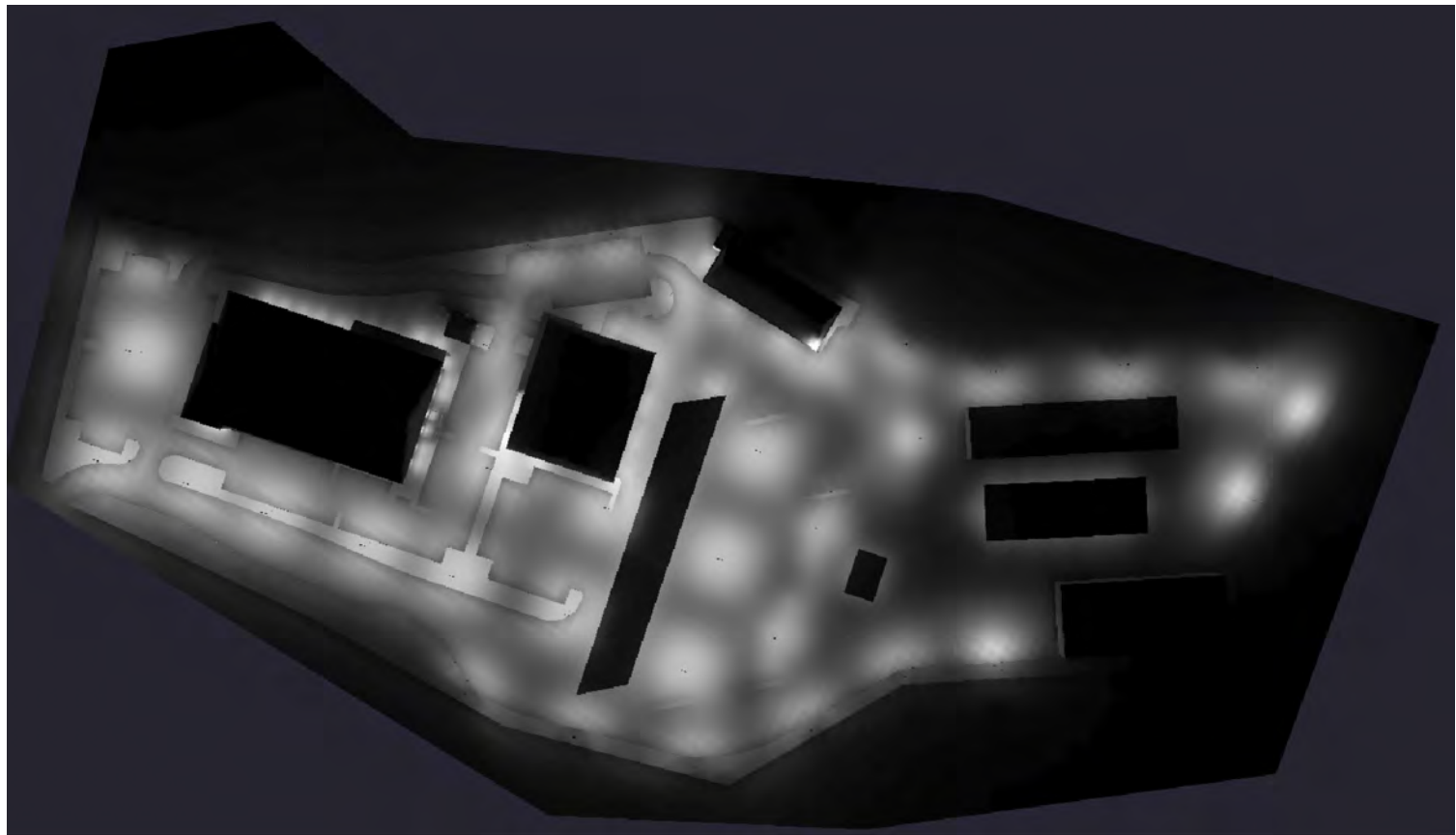
ISSUE	DATE
RECALC ON	10.12.16
REVISED ON	11.16.16
REVISED ON	11.17.16
REVISED ON	05.23.17
REVISED ON	10.09.17
REVISED ON	10.11.17
REVISED ON	11.16.17
REVISED ON	11.20.17
REVISED ON	11.28.17
REVISED ON	01.12.18
REVISED ON	01.16.18
REVISED ON	01.16.18

Luminaire Schedule						
Symbol	Qty	Label	LLF	Description	Watts	Total Watts
	14	CM	0.920	LEDm, 5012lm, 4200K, Surface mounted at 15Ft AFF	57	798
	12	T2-HS	0.920	LEDm, 25806lm, 4000K, Single head, Type 2 w/HS, MH 24Ft	215	2580
	3	T4-HS	0.920	LEDm, 24715lm, 4000K, Single head, Type 4 w/HS, MH 24Ft	215	645
	14	WP	0.920	LEDm, 12284lm, 4000K, Wallpack	105	1470
	5	T2	0.920	LEDm, 25806lm, 4000K, Single head, Type 2, MH 24Ft AFF	215	1075
	1	T4	0.920	LEDm, 24715lm, 4000K, Single head, Type 4, MH 24Ft AFF	215	215
	12	T52	0.920	2-LEDm, 26872lm, 4000K, Double head, Type 5, MH 24Ft AF	430	5160
	12	FH	0.920	LEDm, 4000K, 1570lm, Downlight	18.5	222
	4	FE	0.920	LEDm, 3525lm, 4000K, Wallpack, MH 9ft AFF	41.99	167.96
	11	FG	0.920	LEDm, 4000K, 2000lm, Downlight sconce	21.7	238.7
	9	FF	0.920	LEDm, 4000K, 2000lm/2000lm, Up-Down sconce	43.4	390.6
	13	FI	0.920	LEDm, 4000K, 3000lm, Sconce, forward throw optic	48.7	633.1
	12	FH	0.920	LEDm, 4000K, 1570lm, Downlight	18.5	222
	17	FJ	0.920	LEDm, 4000K, 19lm, Step Light	1	17
	4	FE	0.920	LEDm, 3525lm, 4000K, Wallpack, MH 9ft AFF	41.99	167.96
13	FG	0.920	LEDm, 4000K, 2000lm, Downlight sconce	21.7	282.1	
14	FF	0.920	LEDm, 4000K, 2000lm/2000lm, Up-Down sconce	43.4	607.6	
15	FI	0.920	LEDm, 4000K, 3000lm, Sconce, forward throw optic	48.7	730.5	



Job Name: MNWD	TYPE: CM
Catalog #:	CL-NANMWD2
Product Name:	CM
Product Description:	CM
Product Features:	CM
Product Dimensions:	CM
Product Weight:	CM
Product Price:	CM
Product Availability:	CM
Product Notes:	CM

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Building 1	Illuminance	FC	3.44	46.3	0.0	N.A.	N.A.
Site	Illuminance	FC	2.32	16.3	0.0	N.A.	N.A.
StairPavilon1	Illuminance	FC	0.23	0.2	0.1	1.15	1.50
StairPavilon2	Illuminance	FC	0.10	0.1	0.1	1.00	1.00
StairPavilon3	Illuminance	FC	0.04	0.1	0.0	N.A.	N.A.
StairPavilon4	Illuminance	FC	0.95	2.5	0.0	N.A.	N.A.



Type	Description	Dimming	Spec'd	Product ID#	Lamps, Lumens, Kelvin, CRI, BUC	Volt	Watts	Mounting, Where used, Verifications, Other Notes
CM	High bay, wet location, with integral dimming driver and motion sensor	0-10v	CU-NANMWD2CM	LEDM, 5815lm, 4000K, Type distribution 5, High out off	57	57	57	Under canopy 8-Box mounted at 15'-0" AFF. Finish to be Bronze.
T2	Single head, Type 2, color bronze, with motion sensor	0-10v	CU-NANMWD2T2	LEDM, 25806lm, 4000K, Type distribution 2	215	215	215	Pole mounted single head at 24' AFF on concrete base. Finish to be Bronze.
T4	Single head, Type 4, color bronze, with motion sensor	0-10v	CU-NANMWD2T4	LEDM, 24715lm, 4000K, Type distribution 4	215	215	215	Pole mounted single head at 24' AFF on concrete base. Finish to be Bronze.
T2-HS	Single head, Type 2 w/House Side Shield, color bronze, with motion sensor	0-10v	CU-NANMWD2T2HS	LEDM, 25806lm, 4000K, Type distribution 2	215	215	215	Pole mounted single head at 24' AFF on concrete base. Finish to be Bronze.
T4-HS	Single head, Type 4 w/House Side Shield, color bronze, with motion sensor	0-10v	CU-NANMWD2T4HS	LEDM, 24715lm, 4000K, Type distribution 4	215	215	215	Pole mounted single head at 24' AFF on concrete base. Finish to be Bronze.
T52	Double head, Type 5, color bronze, with motion sensor	0-10v	CU-NANMWD2T52	2-LEDM, 26872lm, 4000K, Type distribution 5	430	430	430	Pole mounted double head at 24' AFF on concrete base. Finish to be Bronze.
WP	Wallpack, color bronze, with motion sensor	0-10v	CU-NANMWD2WP	LEDM, 12284lm, 4000K, Type distribution 4, High out off	105	105	105	Wall mounted fixture. Please refer to drawing for MH, Finish to be Bronze.
FE	Wall mount fixture	TBD	CU-NANMWD2FE	LEDM, 3443lm, 4000K, Type distribution 4, High out off	28	28	28	Wall mounted fixture at 6' AFF. UL listed for wet location. Finish to be Dark Bronze. Photo control available.
FF	Square up/downlight cylinder	100% 0-10v	CU-NANMWD2FF	LEDM, 4000lm (2000lm, 27" Narrow Beam up / 2000lm, 45" Medium Beam down), 4000K	43.4	43.4	43.4	Please refer to drawing for MH, UL listed for wet location. Finish to be bronze.
FG	Square downlight cylinder	100% 0-10v	CU-NANMWD2FG	LEDM, 2000lm, 45" Medium Beam, 4000K	21.7	21.7	21.7	Please refer to drawing for MH, UL listed for wet location. Finish to be bronze.
FH	6" LED Downlight	2% 0-10v	CU-NANMWD2FH	LEDM, 1500lm, Medium Wide, 4000K	11.8	11.8	11.8	Recessed downlight with slop adaptor. Field verify angle. Finish to be semi specular.
FI	Square downlight cylinder, forward throw optic	100% 0-10v	CU-NANMWD2FI	LEDM, 3000lm, Forward throw optic, 4000K	48.7	48.7	48.7	Please refer to drawing for MH, UL listed for wet location. Finish to be bronze.
FJ	Step light	0-10v	CU-NANMWD2FJ	LEDM, 16lm, 4000K	1	1	1	Step light. Wet located listed. Custom colors not available.
FK	Square Up light, flush mounted	MV	CU-NANMWD2FK	LEDM, 3433lm, Beam 31" Wide Flood, 4000K	12/1 20	7	7	Flush floor mounted, UL listed for wet location.
SUBSTITUTIONS ARE NOT ALLOWED AND VALUE ENGINEERING WILL NOT BE CONSIDERED WITHOUT PREVIOUS WRITTEN APPROVAL FROM THE ARCHITECT OR OWNER. NOT A-01 PRODES.								
Notes, Exceptions, Clarifications								
Dimming: The Method of dimming each specified fixture is indicated above. The dimming method must be known prior to solidifying an orderable Bill of Material. Read below for further information. The delivered, for 4000K is approx 8% less, for 3500K 12% less and for 3000K 12% less.								
Voltage to be verified. See Volt column: DV means Dual-Volt - fixtures come compatible for either 120 or 277V. MV means Multi-Volt - fixtures come compatible for either 120/208/240/277V. TBD means the fixture comes in 120 or 277 but not both and thus the voltage for these fixtures must be verified prior to ordering.								
Controls Package - TBD								

Job Name: MNWD	TYPE: T2, T4, T52, T2-HS, T4-HS
Catalog #:	CL-NANMWD2T2,T4,T52,T2-HS,T4-HS
Product Name:	T2, T4, T52, T2-HS, T4-HS
Product Description:	T2, T4, T52, T2-HS, T4-HS
Product Features:	T2, T4, T52, T2-HS, T4-HS
Product Dimensions:	T2, T4, T52, T2-HS, T4-HS
Product Weight:	T2, T4, T52, T2-HS, T4-HS
Product Price:	T2, T4, T52, T2-HS, T4-HS
Product Availability:	T2, T4, T52, T2-HS, T4-HS
Product Notes:	T2, T4, T52, T2-HS, T4-HS

Job Name: MNWD	TYPE: FE
Catalog #:	CL-NANMWD2FE
Product Name:	FE
Product Description:	FE
Product Features:	FE
Product Dimensions:	FE
Product Weight:	FE
Product Price:	FE
Product Availability:	FE
Product Notes:	FE

Job Name: MNWD	TYPE: FG
Catalog #:	CL-NANMWD2FG
Product Name:	FG
Product Description:	FG
Product Features:	FG
Product Dimensions:	FG
Product Weight:	FG
Product Price:	FG
Product Availability:	FG
Product Notes:	FG

Job Name: MNWD	TYPE: FH
Catalog #:	CL-NANMWD2FH
Product Name:	FH
Product Description:	FH
Product Features:	FH
Product Dimensions:	FH
Product Weight:	FH
Product Price:	FH
Product Availability:	FH
Product Notes:	FH

Job Name: MNWD	TYPE: FI
Catalog #:	CL-NANMWD2FI
Product Name:	FI
Product Description:	FI
Product Features:	FI
Product Dimensions:	FI
Product Weight:	FI
Product Price:	FI
Product Availability:	FI
Product Notes:	FI

Job Name: MNWD	TYPE: FJ
Catalog #:	CL-NANMWD2FJ
Product Name:	FJ
Product Description:	FJ
Product Features:	FJ
Product Dimensions:	FJ
Product Weight:	FJ
Product Price:	FJ
Product Availability:	FJ
Product Notes:	FJ

Job Name: MNWD	TYPE: FK
Catalog #:	CL-NANMWD2FK
Product Name:	FK
Product Description:	FK
Product Features:	FK
Product Dimensions:	FK
Product Weight:	FK
Product Price:	FK
Product Availability:	FK
Product Notes:	FK

Job Name: MNWD	TYPE: FK
Catalog #:	CL-NANMWD2FK
Product Name:	FK
Product Description:	FK
Product Features:	FK
Product Dimensions:	FK
Product Weight:	FK
Product Price:	FK
Product Availability:	FK
Product Notes:	FK

Job Name: MNWD	TYPE: FK
Catalog #:	CL-NANMWD2FK
Product Name:	FK
Product Description:	FK
Product Features:	FK
Product Dimensions:	FK
Product Weight:	FK
Product Price:	FK
Product Availability:	FK
Product Notes:	FK

MNWD
Laguna Hills, CA

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF COMMERCIAL LIGHTING INDUSTRIES. NO PART OF THESE DRAWINGS, SPECIFICATIONS, OR ANY INFORMATION HEREIN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COMMERCIAL LIGHTING INDUSTRIES.

Photometric
Site
Plan

Date: 10-12-2016
Drawn By: K.T.
Checked By: K.T.
Scale: 5/8"=1'-0"

FILE NO: LDC-01



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

ISSUE: Security Deposit and Appeal Fee for the City's Construction and Demolition Waste and Recycling Program

RECOMMENDATION: That the City Council: 1) Conduct a Public Hearing; and 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adjusting the Security Deposits and Appeal Fee for the City of Laguna Hills Construction and Demolition Waste Recycling Program and finding that the action is exempt from the California Environmental Quality Act (CEQA) per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(b)(8)."

SUMMARY:

In 2003 the City Council adopted Ordinance No. 2003-9 establishing the Construction and Demolition Recycling Program (Program) to comply with State recycling mandates applicable to construction projects. The State amended its recycling mandates with the adoption of the California Green Building Standards Code (known as CALgreen) in 2016. On August 28, 2018, the City Council adopted Ordinance No. 2018-4 to update the City's Program to comply with CALgreen.

The Program requires that each applicant for a building or encroachment permit for specified projects remit a security deposit in an amount established by resolution of the City Council. The deposit is forfeited if specified amounts of recycling is not achieved in connection with the covered construction project. An applicant may appeal a forfeiture, subject to an appeal application fee in an amount established by resolution of the City Council. The attached resolution adjusts the security deposit and appeal fees, which have not been adjusted since the inception of the Program.

BACKGROUND:

The City Council amended and restated Chapter 5-48 of the Municipal Code (Construction and Demolition Waste Recycling Program) with the adoption of Ordinance No. 2018-4 on August 28, 2018. The primary reason for the updates to Chapter 5-48 was to update the code to reflect changes in CALGreen with respect to construction and demolition waste recycling requirements.

Certain requirements of the City's Program, such as the security deposits, appeal fee, and application fee, are set by City Council resolution. These fee requirements, except for the application fee¹, were first established in 2003 and have not been updated since. It is advantageous to adjust the deposit amount to incentivize and encourage compliance with the Program. Additionally, the appeal fee needs to be adjusted to account for staff costs to administer the program, which have increased since 2003. Other requirements of the Program that were originally set by Resolution 2003-11-25-1, such as the minimum diversion requirements, covered project thresholds, and the City Project Policy are no longer necessary as they were updated with Ordinance No. 2018-4. For these reasons the attached resolution rescinds and replaces Resolution No. 2003-11-25-1.

Security Deposit

Security Deposits are required to be submitted by an applicant of a project that generates construction and demolition (C&D) waste. The calculation of a security deposit is based on the square footage of the project and is refundable to the applicant when the applicant's C&D waste has been diverted from landfills in accordance to the Program. Staff recommends that the security deposit be adjusted for inflation because it has never been adjusted since the program was first implemented in 2003. The following inflation percentage change under Table 1 is recommended.

Table 1. CPI-All Urban Consumers (Series ID CUURS49ASA0) All items in Los Angeles-Riverside-Orange	
<u>YEAR</u>	<u>CPI</u>
September 2003	188.2
June 2018	265.5
Percentage Change	41.1%

¹ See Application Fee on page 3 of the staff report.

Applying the inflation percentage change of 41.1% to the current security deposits, staff is proposing the following changes to the Program Security Deposits (see “Proposed Sq. Ft. Deposit (Rounded up)” under Table 2. Staff recommends rounding the security deposit to the nearest tenth digit. Also, staff is proposing that a minimum security deposit be established to encourage smaller projects (that fall below 333 sq. ft. for residential and 500 sq. ft. for commercial) to participate in the Program. Similarly, the maximum amount of the security deposits are also proposed to increase to keep the same square footage cap as the current deposit schedule and to incentivize larger square footage projects to recycle C&D material.

Table 2. Current Security Deposit and Proposed Security Deposit Comparison

	Current Security Deposit (Resolution No. 2003-11-25-1)			Proposed Security Deposit			
	Sq. Ft. Deposit	Min. Deposit	Max. Deposit	Sq. Ft. Deposit (adjusted for Inflation)	Proposed Sq. Ft. Deposit (Rounded up)	Proposed Min. Deposit	Proposed Max. Deposit
Residential	\$.20	N/A	\$2,500	\$.28	\$.30	\$100	\$3,750
Commercial	\$.35	N/A	\$5,000	\$.49	\$.50	\$250	\$7,143
Encroachment Permit	\$500 (flat fee)	N/A	N/A	Security Deposit for Encroachment Permits will be based on the sq. ft. cost of project based on the residential and commercial rates stated above.			

Application Fee

The Program’s application fee was first established with Resolution No. 2003-11-25-1 and is now included in the City’s Comprehensive Fee Schedule by the adoption of Resolution No. 2018-06-26-5. This fee (currently at \$42.72) is paid by an applicant for a building or encroachment project that generates C&D waste and is currently set to the sufficient amount to compensate the City for all expenses incurred in reviewing the applicant’s waste reduction and recycling plans and performance of the plan.

Appeal Fee

Chapter 5-48.150 of the Code outlines the process an applicant would follow to file an appeal to the City Manager for any decision made by the C&D Compliance official. It is important to note that the City has never processed any appeals for decisions made under the Program since the Program’s inception.

The City Council may establish an Appeal fee by resolution to defray the costs of processing appeals. The calculation below (or \$1,428.42) of staff's time to process an appeal is recommended as the Appeal fee.

Table 3. C&D Recycling Program Appeal Fee Calculation

	<u>Rate/Hr. ¹</u>	<u>Estimated Time (Hrs.)</u>	<u>Cost</u>
Permit Technician	\$ 144.60	2.00	\$ 289.20
Community Development Director	\$ 338.84	1.50	\$ 508.26
Deputy City Manager	\$ 500.55	0.50	\$ 250.28
City Manager	\$ 380.68	1.00	\$ 380.68
			<u>\$ 1,428.42</u>

1. Rate/Hr. established by Willdan Financial Services fully burdened staff costs.

FISCAL IMPACT:

C&D Security Deposits are refundable to an Applicant in accordance with section 50-48.080 of the City of Laguna Hills Municipal Code. Forfeited security deposits can be used by the City to cover costs to administer the C&D program, for recycling programs that divert waste from landfills, and for programs that develop or improve the infrastructure needed to divert waste from landfills.

The Appeal Fee is not refundable.

ATTACHMENTS:

- Proposed C&D Resolution

RESOLUTION NO. 2018-11-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADJUSTING THE SECURITY DEPOSITS AND APPEAL FEE FOR THE CITY OF LAGUNA HILLS CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM AND FINDING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15273 OF THE CEQA GUIDELINES AND PUBLIC RESOURCES CODE SECTION 21080(B)(8).

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

WHEREAS, on October 28, 2003, the City Council adopted Ordinance No. 2003-9 establishing the Construction and Demolition Recycling Program (Title 5, Chapter 48, Laguna Hills Municipal Code) in order to protect the public health, safety, and welfare of the community, and to achieve the goals of the California Waste Management Act; and

WHEREAS, on August 28, 2018, the City Council adopted Ordinance No. 2018-4 to amend and restate Chapter 5-48 (Construction and Demolition Waste Recycling Program) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal code to comply with California Green Building Standards Code (Part 11 of Title 24, California Code of Regulations) known as CALgreen; and

WHEREAS, pursuant to Section 5-48.060 of the Laguna Hills Municipal Code, each applicant who applies for a building or an encroachment permit for a Covered Project as defined in Section 5-48.050 of the Laguna Hills Municipal Code shall remit a security deposit in an amount established by resolution of the City Council; and

WHEREAS, pursuant to Laguna Hills Municipal Code Section 5-48.150, an applicant may appeal a decision of the C&D Compliance Official, subject to an appeal application fee in an amount established by resolution of the City Council to defray the costs of processing appeals; and

WHEREAS, the security deposit and appeal fee have not been adjusted since the inception of the Construction and Demolition Waste Recycling program;

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Laguna Hills is authorized to adopt and implement fees, rates, and charges for municipal services; provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City has calculated the reasonable costs associated with the processing of appeals under the Construction and Demolition Waste Recycling Program; and

WHEREAS, pursuant to Government Code Section 66014, 66017, and 66018, proposed increases to specific user fees charged for certain services must be adopted by Resolution, following notice and Public Hearing; and

WHEREAS, notice of Public Hearing has been given pursuant to Government Code Section 6062a, oral and written presentations have been made and received, and the required Public Hearing has been held; and

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

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

SECTION 1. Adoption of Recitals. The foregoing recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Rescission of prior Resolution. Resolution No. 2003-11-25-1 is hereby rescinded and replaced by this Resolution.

SECTION 3. Security Deposit. For each application for a building or encroachment permit for Covered Projects the following security deposits shall apply:

	Security Deposit per square foot	Minimum amount of Security Deposit	Maximum amount of Security Deposit
Residential projects	\$.30	\$100	\$3,750
Commercial projects	\$.50	\$250	\$7,143

SECTION 4. Appeal Fee. The Appeal fee for each application for Covered Projects is \$1,428.42. This is the estimated cost of City staff to review an appeal.

SECTION 5. Effective Date. The provisions of this Resolution shall become effective and shall be implemented 60-days following the adoption of this resolution.

SECTION 6. Amendments to Comprehensive Fee Schedule. The City Council hereby authorizes and directs the City's Finance Director to update the Comprehensive Fee Schedule in accordance with the amendments set forth in this Resolution.

SECTION 7. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of

CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code; and in accordance with such determination, the City Clerk is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 8. Severability. If any adjusted user fee, rate, or charge adopted by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such adjusted fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining user fees, rate, and charges adopted or revised herein. The City Council hereby declares that it would have adopted the Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED this 13th day of November 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed C&D Resolution (1677 : C&D Resolution)

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2018-11-13-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 13th day of November 2018, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed C&D Resolution (1677 : C&D Resolution)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Introduction and First Reading of an Ordinance Adding Chapter 8-07 (Citywide Park and Recreation Facilities Fees) to the Laguna Hills Municipal Code, Establishing Development Impact Fees for Non-Subdivision Residential Development Pursuant to the Provisions of Government Code Section 66000 Under the Mitigation Fee Act for Citywide Parks, Recreation and Open Space Facilities, and Adoption of a Resolution Establishing the Fees.

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing ; (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, adding Chapter 8-07 (Citywide Park and Recreation Facilities Fees) to Title 8 (Recreation, Parks, and Facilities) of the Laguna Hills Municipal Code establishing Development Impact Fees for Citywide Parks, Recreation and Open Space Facilities for non-subdivision residential development.”; and (3) Adopt a Resolution entitled “A Resolution of the City Council of the City of Laguna Hills, California, establishing the Citywide Park and Recreational Facilities Fees and finding that the action is exempt from the California Environmental Quality Act (CEQA) per Sections 15273 of the CEQA Guidelines and Public Resources Code Section 21080.”

SUMMARY:

In 2000 the City adopted Ordinance No. 2000-6, which enabled the City to require the dedication of land, payment of an in-lieu fee, or a combination of both, in order to provide for park and recreational facilities for new residential subdivisions. The in-lieu fee, also referred to as a “Quimby Fee”, was subsequently updated in 2015. While the

Citywide Park and Recreation Facilities Fees

November 13, 2018

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City currently imposes parkland dedication requirements on new residential subdivisions, it does not collect a fee for parks and recreation facilities from new development not occurring within a subdivision. This is typical of projects where new apartment projects are constructed and no subdivision map is filed or required. As a result, residential development which does not require the filing of a subdivision map does not contribute its fair share towards the park and recreation facilities that will serve it. Staff notes that both the redevelopment of Oakbrook Village and the approval of new apartment homes that are part of Five Lagunas were subject to the Quimby Fee.

Earlier this year, the City engaged Willdan Financial Services to conduct a Parks & Recreation Facilities Impact Fee Study (Study). The objective was for the consultant to assist the City with a nexus analysis documenting the need for a park development impact fee on residential development for parks and recreation facilities, pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.). The City's existing parkland dedication and in-lieu fee requirements for parkland were also updated following the authority granted by Government Code Section 66477 (The Quimby Act).

Although the Study justifies an increase in the City's Quimby Fee, no changes to the current fee amount are proposed. The study also justifies the adoption of a new City-Wide park development impact fee, but at an amount that is significantly higher than the City's current Quimby Fee level. Since both fees are used to provide parks and recreation facilities for new residential development, staff is recommending that the proposed park and recreation facilities impact fee amount be identical to the current Quimby Fee, resulting in a significant discount, as depicted in Table 1 below. The amount of the proposed new park development impact fee will vary based on the number of dwelling units per acre in a project:

Table 1 – Recommended Impact Fee Amount

Residential Density	Recommended Fee (Per Unit)	Willdan Fee Study	Discount
3.5 units per acre or less	\$18,206	\$42,836	-\$24,630
3.5 units per acre – 18 units per acre or less	\$23,013	\$60,301	-\$37,288
Greater than 18 units per acre	\$15,636	\$33,407	-\$17,771

BACKGROUND:

Willdan Financial Services has completed its study documenting the nexus analysis for a park and recreation facilities fee for the City of Laguna Hills. The report provides a justification for the establishment of new park and recreation facilities impact fee and updates the City's current Quimby Fee in lieu of parkland dedication. The study provides all necessary data and findings to implement these fees under the Mitigation Fee Act, and under the Quimby Act, respectively.

As residential development occurs within the City, the parks and recreation facilities will continue to become more crowded and service standards will drop, unless more parks and recreation facilities are constructed to mitigate the effects of growth. Park service standards are expressed in terms of park acres per 1,000 residents. Per the Quimby Act, park service standards used to guide future parkland dedication must be updated as of the last federal census. In this case, the City has a park standard of 6.34 acres per 1,000 residents as of the 2010 census.

The Quimby Act specifies that the dedication requirement must be a minimum of 3.0 acres and a maximum of 5.0 acres per 1,000 residents. A jurisdiction can require residential developers to dedicate above the three-acre minimum if the jurisdiction's existing park standard at the time it adopted its Quimby Act ordinance justifies the higher level (up to five acres per 1,000 residents). The standard used must also conform to the jurisdiction's adopted general or specific plan standards.

The Quimby analysis and park and recreation facilities impact fee analysis under the Mitigation Fee Act both use a standard of 5.0 acres of parkland as a basis of the fee for consistency, even though the current (2018) parkland standard is 6.12 acres per 1,000 residents.

The park and recreation facilities impact fee also includes an open space and trails component that is not included in the Quimby analysis as Quimby restricts the parkland standard to neighborhood and community parkland, excluding open space. The open space and trails component is based on maintaining the existing open space standard of 5.33 acres of open space and trails per 1,000 residents.

PROPOSAL

The study supports the following park and recreational development impact fee amounts:

Citywide Park and Recreation Facilities Fees

November 13, 2018

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Residential Density	Current Quimby Fee (Per Unit)	Willdan Fee Study - Table 15	Staff Recommended Fee
3.5 units per acre or less	\$18,206	\$42,836	\$18,206
3.5 units per acre – 18 units per acre or less	\$23,013	\$60,301	\$23,013
Greater than 18 units per acre	\$15,636	\$33,407	\$15,636

ANALYSIS

In order to impose park impact fees, the nexus analysis must demonstrate that a reasonable relationship or “nexus” exists between new development that occurs within the City and the need for additional park, recreational and open space facilities as a result of new development. More specifically, this analysis presents the necessary findings in order to meet the procedural requirements of the Mitigation Fee Act, which are as follows:

1. Identify the purpose of the fee (§66001(a)(1) of the Act).

It is the policy of the City that new development will not burden the existing service population with the cost of facilities required to accommodate growth. General Plan Policy LU-15 states “Review development impact fees, user charges, and mitigation fees to ensure charges are commensurate with costs and services provided.” The purpose of the fees proposed by this report is to implement this policy by providing an analysis of the justifiable parks and recreation facilities costs that can be charged through an impact fee. The fees advance a legitimate City interest by enabling the City to provide parks, recreational and open space facilities to new development.

2. Identify the use to which the fees will be put.

If the use is financing facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in §65403 or §66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the facilities for which the fees are charged (§66001(a)(2) of the Act).

Citywide Park and Recreation Facilities Fees

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Fees proposed in this report, if enacted by the City Council, would be available to fund expanded recreational and open space facilities to serve new development. Facilities funded by these fees are designated to be located within the City. Fees addressed in this report will be restricted to funding parks and recreation facilities, including trails and open space facilities.

An estimate of the amount of parkland needed to serve new development is identified in Chapters 3 and 4 of the Park and Recreation Facilities Fee Study report. Staff provided Willdan with descriptions of certain planned facilities, including their specific location, to the extent they have been identified, that have been included in master plans, capital improvement plans, and other City planning documents, such as the General Plan. The City may change the list of planned facilities to meet changing needs and circumstances of new development, as it deems necessary. The fees should be updated if these amendments result in a significant change in the fair share cost allocated to new development.

3. Determine the reasonable relationship between the fees' use and the type of development project on which the fees are imposed (§66001(a)(3) of the Act).

The report assumed that the City will restrict fee revenue to the acquisition of land, construction of facilities and buildings, and purchase of related equipment, furnishings, vehicles, and services used to serve new development as described above under the "Use of Fee Revenues" finding. Facilities funded by the fees are expected to provide a citywide network of facilities accessible to the additional residents associated with new development. Under the Act, fees are not intended to fund planned facilities needed to correct existing deficiencies. Thus, a reasonable relationship can be shown between the use of fee revenue and the new development residential and non-residential use classifications that will pay the fees.

4. Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed (§66001(a)(4) of the Act).

Facilities need is based on a facility standard that represents the demand generated by new development for those facilities. Facilities demand is determined as follows:

The service population is established based upon the number of residents living in Laguna Hills. Service population correlates to the demand for parks and recreation facilities.

Citywide Park and Recreation Facilities Fees

November 13, 2018

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For all facilities included in this analysis, demand is measured by a single facility standard (park acres per 1,000 service population or open space and trails acres per 1,000 service population) that can be applied across land use types to ensure a reasonable relationship to the type of development.

The standards used to identify growth needs are also used to determine if planned facilities will partially serve the existing service population by correcting existing deficiencies. This approach ensures that new development will only be responsible for its fair share of planned facilities, and that the fees will not unfairly burden new development with the cost of facilities associated with serving the existing service population.

5. Determine how there is a reasonable relationship between the fees amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (§66001(b) of the Act).

The reasonable relationship between each facilities fee for a specific new development project and the cost of the facilities attributable to that project is based on the estimated service population growth the project will accommodate. Fees for a specific project are based on the project's size or increases in the number of dwelling units. Larger new development projects can result in a higher service population, resulting in higher fee revenue than smaller projects in the same land use classification. Thus, the fees can ensure a reasonable relationship between a specific new development project and the cost of the facilities attributable to that project.

PUBLIC COMMENT:

As of this writing, no comments have been received.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(8) of the Public Resources Code and CEQA Guidelines section 15273(a)(4) because the fees collected will be used for park, recreational and open space facilities necessary to maintain an acceptable level of service on existing facilities within the city; adoption of the fee is not a "project" under CEQA and is exempt pursuant to CEQA Guidelines section 15378(b)(4) because it creates a government funding mechanism or other fiscal activity which do not involve any

Citywide Park and Recreation Facilities Fees

November 13, 2018

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commitment to any specific project which may result in a potentially significant physical impact on the environment.

FISCAL IMPACT:

The adoption of the proposed ordinance and establishment of the new park and recreational facility impact fee will provide the City with a funding source to provide park and recreational facilities for new residents. The actual fiscal impact will not be known until or unless future residential projects are approved by the City Council or Planning Agency.

ATTACHMENTS:

- Attachment 1 - Proposed Ordinance
- Attachment 2 - Proposed Resolution
- Attachment 3 - Park & Recreation Facilities Fee Study

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a fence and trees in the background. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top of the seal, and "1991" is at the bottom. The seal is faded and serves as a background for the title text.

Attachment 1 Proposed Ordinance

ORDINANCE NO. 2018-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 8-07 (CITYWIDE PARK AND RECREATION FACILITIES FEES) TO TITLE 8 (RECREATION, PARKS, AND FACILITIES) OF THE LAGUNA HILLS MUNICIPAL CODE ESTABLISHING DEVELOPMENT IMPACT FEES FOR CITYWIDE PARKS, RECREATION AND OPEN SPACE FACILITIES FOR NON-SUBDIVISION RESIDENTIAL DEVELOPMENT.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, State law authorizes the City to adopt development impact fees to mitigate the impacts to the City's infrastructure and public facilities caused by development projects; and

WHEREAS, Willdan Financial Services has prepared a Park and Recreation Facilities Fee Study dated October 17, 2018, analyzing the level of fees required to support future residential development in the City through 2030 and determining the future development's share of the cost of public facilities and capital improvements for park, recreation and open space facilities required as a result of such development; and

WHEREAS, Citywide Park and Recreation Facilities Fees are required to provide funding for the development of City park, recreation and open space facilities to accommodate the residents of new residential development projects, which create a need for and demand upon such facilities; and

WHEREAS, Citywide Park and Recreation Facilities Fees are applied to development projects based upon the impacts that such projects have on park, recreation and open space facilities and the need therefor; and

WHEREAS, the implementation of the Willdan Financial Services fee study requires revisions to the Municipal Code to clarify the imposition of the fees to be set by resolution of the City Council.

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

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

SECTION 2. Chapter 8-07 (Citywide Park and Recreation Facilities Fees) is hereby added to Title 8 (Recreation, Parks, and Facilities) of the Laguna Hills Municipal Code to

read as follows:

CHAPTER 8-07

CITYWIDE PARK AND RECREATION FACILITIES FEES

- 8-07.010 Declaration of purpose.
- 8-07.020 Citywide Park, Recreation and Open Space Facilities Fee established.
- 8-07.030 Creation of special fund and use of funds.
- 8-07.040 Payment of fee.
- 8-07.050 Exemptions.

8-07.010 Declaration of purpose.

The purpose of this chapter is to establish a program for requiring the payment of fees for parks, recreation and open space facilities to accommodate the residents of new residential development projects, which create a need for, and demand upon, such facilities. The Citywide Park and Recreation Facilities Fees established in this chapter are applied to residential development projects that are not subject to subdivisions of land and the Quimby Fees in Chapter 8-06, and are imposed based upon the impacts that such non-subdivision residential projects have on park, recreation and open space facilities. The imposition of development impact fees is one of the preferred methods of ensuring that new development bears a proportionate share of the cost of public facilities and service improvements necessary to accommodate such new residential development. This chapter is enacted pursuant to the Mitigation Fee Act (Government Code Sections 66000 et seq.) and the fees that will be established by resolution of the City Council will be subject to a fee study that will demonstrate the nexus, or need and costs for the public recreational and open space facilities and service improvements created by residential development projects within the City, consistent with the goals and objectives of City's General Plan, to meet the needs of the citizens of the community for parks, recreation and open space and to further the health, safety, and general welfare of the community.

8-07.020 Citywide Park, Recreation and Open Space Facilities Fee established.

Every developer who creates a residential development not subject to Chapter 8-06 (Park Dedication and In-Lieu Fee Requirements) of this Code shall be required to remit a park, recreation and open space fee as established by Resolution of the City Council for the purpose of providing citywide park, recreational and open space facilities in the City. A "residential development" for purposes of this chapter means construction or installation of new residential dwelling units which do not involve the subdivision of land, and includes second units, accessory dwelling units, mobile homes, apartments, single-family duplexes, and single-family homes on preexisting lots. The fees established herein shall be subject to Government Code Section 66000 et seq.

8-07.030. Creation of special fund and use of funds.

The fee collected pursuant to this chapter shall be deposited in a special fund created to hold the revenue generated by the fee. Moneys within the fund may be expended for citywide parks and recreational purposes, including land acquisition, park improvements, open space acquisition and trail improvements. Funds may further be used to reimburse the city for costs advanced in anticipation of new residential development, including without limitation, administrative costs incurred with respect to parks, recreational and open space projects, or to reimburse other developers who have constructed public parks, recreational facilities, open space and trails, where those facilities were beyond those needed to mitigate the impact of the developer's project or projects. In the event that bonds or similar debt instruments are issued for advanced provision of public recreational and open space facilities for which development impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments.

8-07.040. Payment of fee.

The fee established in this chapter shall be collected in accordance with the provisions of California Government Code Section 66007, as the same presently exists or may hereafter be amended from time to time.

8-07.050. Exemptions.

The following shall be exempted from payment of the fee adopted by this chapter:

- A. Alterations, renovations or expansion of an existing residential building or structure where no additional dwelling units are created. The expansion of, or change of use of an existing commercial or industrial building or structure, which creates residential dwelling(s) shall not be exempt from the fees established in this chapter. For purposes of this section, "expansion" shall be defined as any increase in the gross floor area of the existing building or structure.
- B. The replacement of a destroyed or partially destroyed or damaged building or structure with a new building or structure of the same size and use.

SECTION 3. This Ordinance shall take effect on _____, 2018, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 4. California Environmental Quality Act. The City Council determines that the adoption of this ordinance and approval of the Citywide Park and Recreation Facilities Fees program is statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Section 21080(b)(8) of the Public Resources Code and CEQA Guidelines section 15273(a)(4) because the fees collected from the chapter codified by this ordinance will be used for park, recreational and open space facilities necessary to maintain an acceptable level of service on existing facilities within the city; is not a "project" under CEQA and is exempt pursuant to CEQA Guidelines section

15378(b)(4) because it creates a government funding mechanism or other fiscal activity which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 5. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 6. 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 7. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the _____ day of _____

_____ 2018, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the _____ day of _____ 2018, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:
That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;
That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 8-07 (CITYWIDE PARK AND RECREATION FACILITIES FEES) TO TITLE 8 (RECREATION, PARKS, AND FACILITIES) OF THE LAGUNA HILLS MUNICIPAL CODE ESTABLISHING DEVELOPMENT IMPACT FEES FOR CITYWIDE PARKS, RECREATION AND OPEN SPACE FACILITIES FOR NON-SUBDIVISION RESIDENTIAL DEVELOPMENT.

on the _____ day of _____ 2018, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2018, 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

Attachment: Attachment 1 - Proposed Ordinance (1718 : Citywide Park and Recreation Facilities Fees)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a fence and trees in the background. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top of the seal, and "1991" is at the bottom. The seal is faded and serves as a background for the title.

Attachment 2 Proposed Resolution

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING THE CITYWIDE PARK AND RECREATIONAL FACILITIES FEES AND FINDING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTIONS 15273 OF THE CEQA GUIDELINES AND PUBLIC RESOURCES CODE SECTION 21080.

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

WHEREAS, with the adoption of Ordinance 2018-__ on ____, 2018, the City Council established a Citywide Park and Recreation Facilities Fee program imposing development impact fees for citywide parks, recreation and open space facilities for residential non-subdivisions in accordance with applicable law including without limitation Government Code section 66000, et seq. (the Mitigation Fee Act), and authorized the imposition of development impact fees in amounts to be set by subsequent City Council resolution; and

WHEREAS, Willdan Financial Services has prepared a Park and Recreation Facilities Fee Study dated October 17, 2018 (the "Nexus Study"), analyzing the level of fees required to support future residential development in the City through 2030 and determining the future development's share of the cost of public facilities and capital improvements for park, recreation and open space facilities required as a result of such development; and

WHEREAS, Citywide Park and Recreation Facilities Fees are required to provide funding for the development of City park, recreation and open space facilities to accommodate the residents of new residential development projects, which create a need for and demand upon such facilities; and

WHEREAS, Citywide Park and Recreation Facilities Fees are applied to development projects based upon the impacts that such projects have on park, recreation and open space facilities and the need therefor; and

WHEREAS, the Nexus Study is attached hereto as Attachment "A" to this resolution and incorporated herein by this reference, and has been made available for public review and a copy is on file in the City Clerk's office a copy; and

WHEREAS, pursuant to Government Code Section 66014, 66017, and 66018, proposed increases to specific user fees charged for certain services must be adopted by Resolution, following notice and Public Hearing; and

WHEREAS, notice of Public Hearing has been given pursuant to Government Code Section 6062a, oral and written presentations have been made and received, and the required Public Hearing has been held; and

WHEREAS, the City Council held and conducted a public hearing on____, 2018, in accordance with applicable public notice, to review and consider the Nexus Study and the potential implementation of updated and increased Fees; and

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

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

SECTION 1. Adoption of Recitals. The foregoing recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Nexus Study. The Nexus Study attached as Attachment "A" is hereby approved and adopted.

SECTION 3. Citywide Park and Recreation Facilities Fee. The fee for park, recreation and open space facilities established under Chapter 8-07 (Citywide Park and Recreation Facilities Fees) of the Laguna Hills Municipal Code, imposed on each non-subdivision residential development not subject to Chapter 8-06 (Park and Dedication and In-Lieu Fee Requirements) of the Laguna Hills Municipal Code shall be as follows:

Residential Density	Fee
3.5 units per acre or less	\$ 18,206.00
3.5 units per acre to 18 units per acre	\$ 23,013.00
Greater than 18 units per acre	\$ 15,636.00

SECTION 4. Effective Date. The provisions of this Resolution shall become effective and shall be implemented 60-days following the adoption of this resolution.

SECTION 5. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 21080(b)(8) of the Public Resources Code and CEQA Guidelines section 15273(a)(4) because the fees collected herein will be used for park, recreational and open space facilities necessary to maintain an acceptable level of service on existing facilities within the city; the adoption of this resolution is not a "project" under CEQA and is exempt pursuant to CEQA Guidelines section 15378(b)(4) because it creates a government funding mechanism or other fiscal activity which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and in accordance with such determination, the City Clerk is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 6. Severability. If any adopted fee, rate, or charge adopted by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such adjusted fee, rate, or charge shall be deemed a

separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining user fees, rate, and charges adopted or revised herein. The City Council hereby declares that it would have adopted the Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-x-x adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the ____ day of _____ 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

The seal of the City of Laguna Hills is a circular emblem. It features a central shield with a landscape scene, including a sun, mountains, and a body of water. The shield is surrounded by a wreath. The outer ring of the seal contains the text "CITY OF LAGUNA HILLS" at the top and "1991" at the bottom.

**Attachment 3
Park & Recreation
Facilities Fee Study
(Exhibit A to Resolution)**

CITY OF LAGUNA HILLS

PARK AND RECREATION FACILITIES FEE STUDY

FINAL

OCTOBER 24, 2018



Oakland Office

1939 Harrison Street
Suite 430
Oakland, CA 94612
Tel: (510) 832-0899
Fax: (510) 832-0898

Corporate Office

27368 Via Industria
Suite 110
Temecula, CA 92590
Tel: (800) 755-MUNI (6864)
Fax: (909) 587-3510

www.willdan.com

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1. Introduction

This report estimates the cost of new parks needed to accommodate new development in the City of Laguna Hills to update the City's park dedication and in-lieu fee requirements. The City currently has a *Quimby Act* parkland dedication in-lieu fee. This report updates that fee and also includes a nexus analysis to establish a park and recreation facilities fee under the *Mitigation Fee Act*.

Background and Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new residential development pays the capital costs associated with the growth caused by the development. To fulfill this objective, public agencies should review and update their fee programs periodically to incorporate the best available information.

For projects occurring in subdivisions, the City uses the *Quimby Act* (California Government Code 66477 et seq.) to calculate parkland dedication impact fees. The *Quimby Act* allows a city to require developers to dedicate at least three acres and up to five acres per 1,000 residents, if the city's existing park standard as of the last Census justifies the higher level.

The City can impose public facilities fees, in this case for park and recreation facilities (including open space and trails facilities) under authority granted by the *Mitigation Fee Act*, contained in *California Government Code* Sections 66000 et seq. This report provides the necessary findings required by the *Act* for adoption of the fees presented in the fee schedules contained herein.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out:

- The passage of a string of tax limitation measures, starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
- Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses; and
- Steep reductions in federal and state assistance.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees also known as public facilities fees.

Organization of the Report

The determination of a public facilities fee begins with the selection of a planning horizon and development of projections for population and employment. These projections are used throughout the analysis of different facility categories and are summarized in **Chapter 2**.

Chapter 3 is devoted to documenting a fee in-lieu of parkland dedication under the *Quimby Act*.

Chapter 4 describes the calculation of a parks and recreation facilities impact fee, charged under the *Mitigation Fee Act*.

Chapter 5 describes the fee implementation process.

Chapter 6 presents the Mitigation Fee Act findings.

Facility Standards and Cost Allocation Approach

A facility standard is a policy that indicates the amount of facilities required to accommodate service demand. Examples of facility standards include building square feet per capita and park acres per capita. Standards also may be expressed in monetary terms such as the replacement value of facilities per capita. The adopted facility standard is a critical component in determining development's need for new facilities and the amount of the fee. Standards determine new development's fair share of planned facilities and ensure that new development does not fund deficiencies associated with the existing infrastructure.

The park fees calculated in this report use an existing inventory demand standard translated into facility costs per capita to determine new development's fair share of planned facility costs. A cost standard provides a reasonable method for converting disparate types of facilities, in this case parkland, open space and trail facilities, into a single measure of demand (capital cost per capita). The cost standard is based on the **existing inventory** of parks and recreation facilities. New development would fund the expansion of facilities at the same rate that existing development has provided facilities to date.

2. Land Use Assumptions

This chapter describes the projections of growth used in this study. The existing service population in 2010 is used to calculate the *Quimby Act* parkland dedication standard. The year 2018 is used as the base year of the study and the planning horizon is the year 2030. This chapter also describes the sources of the unit costs for land and buildings used in this study.

Land Use Types

To ensure a reasonable relationship between each fee and the type of development paying the fee, growth projections distinguish between different land use types. The land use types used in this analysis are defined as a range of densities, from less than or equal to 3.5 units per gross acre to greater than 18 units per gross acre.

Growth Projections for City of Laguna Hills

Park and recreation facilities in Laguna Hills primarily serve residents in the City of Laguna Hills. Therefore, residents comprise the park and recreation facilities service population.

Population as of 2010, the date of the most recent federal census, is used in the justification of the *Quimby* standard described in Chapter 3. The planning horizon for this analysis is 2030. Resident growth between 2018 and 2030 comprises the growth increment in this analysis. The estimate for residents in 2030 comes from the City's General Plan EIR Recreation Element.

Table 1 shows the population as of 2010 and estimates of the growth in residents between 2018 and 2030.

Table 1: Parks Service Population

	Residents
Census 2010	30,344
Existing (2018)	31,449
Growth (2018 - 2030)	<u>3,201</u>
Total (2030)	34,650

Sources: CA DOF, Table E-5, 2014; Table 5.13-4 from the 2009 General Plan EIR Recreation Element.

Occupant Densities

Occupant densities ensure a reasonable relationship between the increase in service population and amount of the fee. Developers dedicate land and/or pay the fee based on the number of housing units being constructed for residential development. The fee schedule must convert service population estimates into these measures of housing units. This conversion is done with average occupant density factors by land use density, shown in

Table 2. The residential occupant density factors below were derived from data from the 2010 US Census. Housing unit and population counts, by census block were examined using GIS analysis to identify the occupancy density of housing units. Occupancy density factors were identified for three categories in terms of dwelling units per acre.

Table 2: Occupant Density

Density Classification
(Units/Gross Acre)

≤ 3.5	3.08	Residents Per Dwelling Unit
>3.5 - ≤18	2.72	Residents Per Dwelling Unit
>18	1.42	Residents Per Dwelling Unit

Sources: 2010 Census TIGER/Line Shapefiles and the 2010 Census Summary File 1 Demographic Profile (DP1); Willdan Financial Services.

3. Parks & Recreation Facilities – Quimby Act

The following chapter documents the nexus analysis, demonstrating the need for new park and recreation facilities demanded by new development under the *Quimby Act*. The City can collect at a standard of between 3.0 and 5.0 per 1,000 residents under the *Quimby Act* land dedication requirement.

Existing Park and Recreation Facilities Inventory

The City of Laguna Hills maintains several park and recreation facilities. **Table 3** summarizes the City's existing parkland inventory as of 2010, the year of the last census. All facilities are located within the City limits.

Table 3: Park Land Inventory

	Acres Owned or Under Agreement	Improved/ Constructed Acres
<u><i>City Owned Parks</i></u>		
Beckenham Park	2.75	2.75
Cabot Park	8.60	8.60
Clarrington Park	3.49	3.49
Costeau Park	3.67	3.67
El Conejo Park	2.00	2.00
Knotty Pine Park	3.85	3.85
Laguna Hills Community/Sports Center	30.60	30.60
Mackenzie Park	2.85	2.85
Mandeville Park	3.34	3.34
Mendocino Park	3.93	3.93
San Remo Park	1.60	1.60
Santa Vittoria park	2.87	2.87
Stockport Park	3.99	3.99
Veeh Ranch Park	11.00	11.00
Subtotal	84.54	84.54
<u><i>Joint Use Agreement Facilities</i></u>		
Laguna Hillis High School (51.8 acres at 50%)	25.90	25.90
Lormarena School (9.2 acres at 50%)	4.60	4.60
San Joaquin School (10.0 acres at 50%)	5.00	5.00
Valencia School (10.6 acres at 50%)	5.30	5.30
Subtotal	40.80	40.80
<u><i>Private Parks</i>¹</u>		
Aliso Meadows Park	1.00	1.00
Casa de Laguna Park	5.25	5.25
Dapple Grey Park	3.47	3.47
Fossil Park	1.00	1.00
Gallup Park	5.17	5.17
Hidden Trail Park	2.44	2.44
Laguna Village Park	4.57	4.57
Moulton Park	2.77	2.77
Moulton Ranch Park	8.22	8.22
Nellie Gail Equestrian Center Park	20.11	20.11
Sheep Hills Park	8.00	8.00
Quail Creek Park	2.00	2.00
Bella Vista Park	0.50	0.50
Lomas Laguna Park	2.00	2.00
Sunset Place Park	0.50	0.50
Subtotal	67.00	67.00
Total - Developed Parkland	192.34	192.34

¹ Private parks must have an irrevocable offer of dedication (IOD) to be included in this inventory.

Source: City Of Laguna Hills General Plan Conservation And Open Space Element, Table COS-3, COS-4.

Park Facility Standards

Park facility standards establish a reasonable relationship between new development and the need for expanded park facilities. Information regarding the City's existing inventory of existing parks facilities was obtained from City staff.

The most common measure in calculating new development's demand for parks is the ratio of park acres per resident. In general, facility standards may be based on a jurisdiction's existing inventory of park facilities, or an adopted policy standard contained in a master facility plan or general plan. Facility standards may also be based on a land dedication standard established by the *Quimby Act*.¹

Quimby Act Standard

The *Quimby Act* specifies that the dedication requirement must be a minimum of 3.0 acres and a maximum of 5.0 acres per 1,000 residents. A jurisdiction can require residential developers to dedicate above the three-acre minimum if the jurisdiction's existing park standard at the time it adopted its *Quimby Act* ordinance justifies the higher level (up to five acres per 1,000 residents). The standard used must also conform to the jurisdiction's adopted general or specific plan standards.

The *Quimby Act* only applies to land subdivisions. The *Quimby Act* would not apply to residential development on future approved projects on single parcels, such as apartment complexes and other multi-family development.

The *Quimby Act* allows payment of a fee in lieu of land dedication. The fee is calculated to fund acquisition of the same amount of land that would have been dedicated.

The *Quimby Act* allows use of in-lieu fee revenue for any park or recreation facility purpose. Allowable uses of this revenue include land acquisition, park improvements including recreation facilities, and rehabilitation of existing park and recreation facilities.

City of Laguna Hills Park Facilities Standards

To calculate new development's need for new parks, municipalities commonly use a ratio expressed in terms of developed park acres per 1,000 residents. **Table 4** documents the City's standard as of the last Census for the *Quimby Act* standard. Because the City's standard is over five acres per 1,000 residents, the applicable standard is the maximum allowed under the *Quimby Act* of five acres per 1,000 residents. Fees for development not occurring in subdivisions charged under the *Mitigation Fee Act* will also be calculated at the 5.0 acres per 1,000 resident standard in the following chapter.

¹ California Government Code §66477.

Table 4: Level of Service Standard - Quimby Act

	Quimby Act Standard
Total - Improved Park Acreage (2010)	192.34
Service Population (Residents - 2010)	30,344
Level of Service Standard (Acres per 1,000 Residents)	6.34
Effective Level of Service Standard (Acres per 1,000 Residents) ¹	5.00

¹ The maximum allowed under the *Quimby Act* is 5.00 acres/1,000 residents.

Sources: Tables 1 and 3; Willdan Financial Services.

Parkland Unit Costs

Table 5 shows the estimated cost per acre for developing parkland, including land acquisition and improvements to make the land suitable for use as a park. The land values were developed based on an analysis of local comparable properties sold in Laguna Hills by a real estate appraiser. The values range from \$1.2 million to \$3.1 million per acre depending on density. For each density category the land value for that category is applied on the logic that nearby land will be similarly zoned and will have to be acquired to fund neighborhood parks.

Table 5: Parkland Unit Costs

Density Classification (Units/Gross Acre)	Cost
≤ 3.5	
Land Acquisition ¹	\$ 1,209,000
Improvements ²	<u>1,321,000</u>
Total	\$ 2,530,000
>3.5 - ≤18	
Land Acquisition ¹	\$ 2,829,000
Improvements ²	<u>1,321,000</u>
Total	\$ 4,150,000
>18	
Land Acquisition ¹	\$ 3,095,000
Improvements ²	<u>1,321,000</u>
Total	\$ 4,416,000

Note: Figures have been rounded.

¹ Weighted average of the assessed value of land based on a random sample of properties sold since 2015.

² Cost of improvements estimated based on the projected cost of the Aliso Hills Park Project in the City's Capital Improvement Plan

Sources: zillow .com; Orange County Treasurer Tax Collector records; City of Laguna Hills Biennial Budget, Fiscal Years 2017/18 - 2018/19; Willdan Financial Services.

Facilities Needed to Accommodate New Development

Table 6 shows the park facilities needed to accommodate new development at the existing standard. To achieve the standard by the planning horizon, depending on the amount of development subject to the *Quimby Act*, new development must fund the purchase and improvement of 16.01 acres of neighborhood and community parkland.

It is important to note, however, that not all development will necessarily be subject to the *Quimby Act*, and some development will dedicate land in lieu of paying fee, so the total indicated may not be achieved.

Table 6: Park Facilities to Accommodate New Development

Calculation		
<u>Parkland</u>		
Facility Standard (acres/1,000 residents)	A	5.00
Resident Growth (2018-2030)	B	3,201
Facility Needs (acres)	$C = (B / 1,000) \times A$	16.01

Sources: Tables 1, 4 and 5.

Cost per Capita Standard

Table 7 shows the cost per capita of acquiring land and constructing new park improvements at 5.0 acres per 1,000 resident standard.

Table 7: Cost per Capita - Existing Level of Service

Density Classification	Calculation	Land Acquisition	Improvements
≤ 3.5			
Parkland Investment (per acre)	A	\$ 1,209,000	\$ 1,321,000
Existing Level of Service (acres per 1,000 residents)	B	5.00	5.00
Total Cost Per 1,000 capita	$C = A \times B$	\$ 6,045,000	\$ 6,605,000
Cost Per Resident	$D = C / 1,000$	\$ 6,045	\$ 6,605
>3.5 - ≤18			
Parkland Investment (per acre)	A	\$ 2,829,000	\$ 1,321,000
Existing Level of Service (acres per 1,000 residents)	B	5.00	5.00
Total Cost Per 1,000 capita	$C = A \times B$	\$ 14,145,000	\$ 6,605,000
Cost Per Resident	$D = C / 1,000$	\$ 14,145	\$ 6,605
>18			
Parkland Investment (per acre)	A	\$ 3,095,000	\$ 1,321,000
Existing Level of Service (acres per 1,000 residents)	B	5.00	5.00
Total Cost Per 1,000 capita	$C = A \times B$	\$ 15,475,000	\$ 6,605,000
Cost Per Resident	$D = C / 1,000$	\$ 15,475	\$ 6,605

Sources: Tables 5 and 6; Willdan Financial Services.

Use of Fee Revenue

The City plans to use park facilities fee revenue to purchase parkland or construct improvements to add to the system of park and recreation facilities that serves new development. The City may only use impact fee revenue to provide facilities and intensify usage of existing facilities needed to serve new development. Depending on the amount of development subject to the *Quimby Act*, new development must fund the purchase/acquisition and improvement of 16.01 parkland acres through the planning horizon of 2030.

Fee Schedule

To calculate fees by land use type, the investment in park facilities is determined on a per resident basis for both land acquisition and improvement. These investment factors (shown in Table 7) are investment per capita based on the unit cost estimates and facility standards.

Tables 8 shows the parkland dedication in-lieu fee based on the *Quimby*. The fee also includes a component for park improvements based on the same 5.0 acres per 1,000 resident standard, charged under the *Mitigation Fee Act*. The investment per capita is converted to a fee per dwelling unit, based on the occupancy density assumptions presented in Table 2.

The total fee includes an administrative charge to fund costs that include: (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Table 8: Park Facilities In Lieu Fee Schedule- Quimby Act

Density (units/gross acre)	A Cost Per Capita	B Persons per DU ¹	C = A x B		D = C x 0.02		E = C + D
			Base Fee	Admin Charge ²			Total Fee
≤ 3.5							
Land Acquisition ³	\$ 6,045	3.08	\$ 18,619	\$ 372			\$ 18,991
Improvements ⁴	6,605	3.08	20,343	407			20,750
Total							\$ 39,741
>3.5 - ≤18							
Land Acquisition ³	\$ 14,145	2.72	\$ 38,474	\$ 769			\$ 39,243
Improvements ⁴	6,605	2.72	17,966	359			18,325
Total							\$ 57,568
>18							
Land Acquisition ³	\$ 15,475	1.42	\$ 21,975	\$ 440			\$ 22,415
Improvements ⁴	6,605	1.42	9,379	188			9,567
Total							\$ 31,982

¹ Persons per dwelling unit.

² Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

³ Fee in lieu of land dedication charged under the Quimby Act.

⁴ Fee for improvement of parkland charged under the Mitigation Fee Act.

Sources: Tables 2 and 7; Willdan Financial Services.

4. Parks & Recreation Facilities – Mitigation Fee Act

The City also requested that a fee for park and recreation facilities, including open space and trails, be established under the *Mitigation Fee Act*. The analysis in this Chapter builds on the assumptions from the prior Chapter to document this Park and Recreation Facilities Fee under the *Mitigation Fee Act*. If approved, this fee would be charged to residential development not occurring in subdivisions.

Mitigation Fee Act Standard

The *Mitigation Fee Act* does not dictate use of a particular type or level of facility standard for public facilities fees. To comply with the findings required under the law, facility standards must not burden new development with any cost associated with facility deficiencies attributable to existing development.² A simple and clearly defensible approach to calculating a facility standard is to use the city's existing ratio of park acreage per 1,000 residents. Under this approach, new development is required to fund new park facilities at the same level as existing residents have provided those same types of facilities to date.

Table 9 calculates the City's existing parkland standard. This standard is currently 6.12 acres per 1,000 residents. To be consistent with the parkland dedication in-lieu fees from the previous chapter, this analysis under the Mitigation Fee Act will calculate fees using the 5.0 acre per 1,000 resident standard. This policy standard is less than the existing standard.

Table 9: Existing Level of Service Standard

	Mitigation Fee Act Standard
Total - Improved Park Acreage (2018)	192.34
Service Population (Residents - 2018)	31,449
Level of Service Standard (Acres per 1,000 Residents)	6.12
Effective Level of Service Standard (Acres per 1,000 Residents) ¹	5.00

¹ Used to be consistent with the Quimby Act Standard. This standard is less than the existing standard.

Sources: Tables 1 and 3; Willdan Financial Services.

Open Space and Trail Inventory

Table 10 shows the City's current inventory of open space, including recreational trails. All properties shown in this inventory are owned by the City.

² See the *Benefit and Burden* findings in Chapter 5, *Mitigation Fee Act Findings*.

Table 10: Multi-use Trails and Protected Open Space Parcels Inventory

APN	Square Feet	Acres
625-281-02	208,009	4.78
625-101-19	267,109	6.13
625-211-03	500,351	11.49
627-531-04	433,706	9.96
625-221-Q5	308,216	7.08
627-051-16	56,146	1.29
625-192-19	273,083	6.27
627-051-17	158,269	3.63
627-041-21	62,331	1.43
625-221-04	3,420	0.08
627-041-20	108,663	2.49
627-041-22	96,892	2.22
625-182-20	397,396	9.12
627-061-25	120,176	2.76
627-071-03	9,101	0.21
627-071-04	227,421	5.22
625-112-32	156,250	3.59
627-532-01	58,531	1.34
625-041-24	154,713	3.55
625-211-01	44,641	1.02
625-212-04	229,536	5.27
625-021-21	448,204	10.29
625-212-02	152,034	3.49
625-122-16	131,338	3.02
625-123-28	167,782	3.85
	737,476	16.93
625-021-09	195,443	4.49
625-071-25	399,921	9.18
625-081-02	74,354	1.71
625-072-01	14,243	0.33
620-331-01	57,852	1.33
620-453-24	5,176	0.12
620-341-02	5,550	0.13
620-341-05	15,033	0.35
620-342-04	37,257	0.86
620-342-03	16,968	0.39
620-453-01	19,172	0.44
620-483-03	22,225	0.51
625-053-20	156,387	3.59
	581,340	13.35
625-065-19	86,430	1.98
625-053-19	66,748	1.53
625-031-04	913	0.02
625-061-01	30,515	0.70
		167.50

Source: City of Laguna Hills.

Open Space and Trails Standard

Table 11 calculates the open space and trails facility standard. This standard is based upon the total acres of existing open space and trails relative to the existing resident population in 2018.

Table 11: Open Space and Trails Standard

Acres of Multi-use Trails and Protected Open Space	167.50
Service Population	<u>31,449</u>
Open Space Acres per 1,000 Residents	5.33

Sources: Tables 1 and 10.

Table 12 presents the open space and trails cost assumptions per acre. The analysis assumes a cost of \$23,000 per acre for land acquisition, based on the average Orange County Transportation Authority cost of acquiring open space. Trail improvements are estimated at \$185,000 per acre, including hard costs and soft costs. This assumption is based on the City's costs for trail improvements from 2014, adjusted to October 2018 using the Engineering News Record's Construction Cost Index.

Table 12: Open Space and Trails Unit Costs

Land Acquisition per Acre ¹	\$ 23,000
Trail Improvement Costs per Acre ²	<u>162,000</u>
Total Trail and Open Space Cost per Acre	\$ 185,000

¹ Based on average OCTA open space acquisition costs.

² Includes hard costs and soft costs. Based on costs from 2014, adjusted to October, 2018 using the Engineering News Record's Construction Cost Index.

Source: Orange County Transportation Authority; Engineering News Record; Willdan Financial Services.

Cost per Capita Standard

Table 13 calculates cost per capita for acquiring and developing new trails and open space at the existing level of service standard. This cost per capita standard is one component of the combined park and recreation facilities standard presented in the following table.

Table 13: Cost per Capita - Trails and Open Space

	Calculation	
Trails and Open Space Investment (per acre)	A	\$ 185,000
Existing Level of Service (acres per 1,000 residents)	B	5.33
Total Cost Per 1,000 capita	$C = A \times B$	\$ 985,300
Cost Per Resident	$D = C / 1,000$	\$ 985

Sources: Tables 11 and 12.

Table 14 calculates the combined cost per capita standard used to determine the park and recreation facilities impact fee under the *Mitigation Fee Act*. Similar to the calculation under the *Quimby Act*, the costs of land acquisition and improvements are calculated at a 5.0 acre per 1,000 resident standard. Open space and trails costs per capita are calculated at the existing standard of 5.33 acres per 1,000 residents. The cost per capita for all three components (land acquisition, parkland improvements and trails and open space) is summed to determine the total cost per capita used in the parks and recreation facilities impact fee calculation.

Table 14: Combined Cost per Capita - Mitigation Fee Act

Density Classification	Calculation	Land Acquisition ¹	Improvements ¹	Trails and Open Space ²	Total per Capita
≤ 3.5					
Parkland Investment (per acre)	A	\$ 1,209,000	\$ 1,321,000	\$ 185,000	
Level of Service (acres per 1,000 residents)	B	5.00	5.00	5.33	
Total Cost Per 1,000 capita	$C = A \times B$	\$ 6,045,000	\$ 6,605,000	\$ 985,300	
Cost Per Resident	$D = C / 1,000$	\$ 6,045	\$ 6,605	\$ 985	\$13,635
>3.5 - ≤18					
Parkland Investment (per acre)	A	\$ 2,829,000	\$ 1,321,000	\$ 185,000	
Level of Service (acres per 1,000 residents)	B	5.00	5.00	5.33	
Total Cost Per 1,000 capita	$C = A \times B$	\$ 14,145,000	\$ 6,605,000	\$ 985,300	
Cost Per Resident	$D = C / 1,000$	\$ 14,145	\$ 6,605	\$ 985	\$21,735
>18					
Parkland Investment (per acre)	A	\$ 3,095,000	\$ 1,321,000	\$ 185,000	
Level of Service (acres per 1,000 residents)	B	5.00	5.00	5.33	
Total Cost Per 1,000 capita	$C = A \times B$	\$ 15,475,000	\$ 6,605,000	\$ 985,300	
Cost Per Resident	$D = C / 1,000$	\$ 15,475	\$ 6,605	\$ 985	\$23,065

¹ Charged at 5.0 acres per 1,000 residents to be consistent with the Quimby dedication standard.² Charged at 5.33 acres per 1,000 residents, based on the existing standard of trails and open space per 1,000 residents calculated in Table 11.

Sources: Tables 5, 11 and 13; Willdan Financial Services.

Fee Schedule

Table 15 shows the maximum justified park and recreation facilities impact fee schedule under the *Mitigation Fee Act*. The cost per capita from Table 14 is converted to a fee per unit

of new development based on dwelling unit densities (persons per dwelling). The total fee includes a two-percent (2.0%) administrative charge to fund costs that include: a standard overhead charge applied to City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting and mandated public reporting.

In Willdan's experience with impact fee programs, two-percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 15: Parks and Recreation Facilities Fee Schedule - Mitigation Fee Act

	A	B	$C = A \times B$		$D = C \times 0.02$	$E = C + D$
Density (units/gross acre)	Cost Per Capita	Density ¹	Base Fee	Admin Charge ²	Total Fee	
≤ 3.5	\$ 13,635	3.08	\$ 41,996	\$ 840	\$ 42,836	
>3.5 - ≤18	21,735	2.72	59,119	1,182	60,301	
>18	23,065	1.42	32,752	655	33,407	

¹ Persons per dwelling unit.

² Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2 and 14; Willdan Financial Services.

5. Implementation

Impact Fee Program Adoption

Impact fee program adoption procedures are found in the *California Government Code Section 66016*. Adoption of an impact fee program requires the City Council to follow certain procedures including holding a public meeting. A fourteen-day mailed public notice is required for those registering for such notification. Data, such as an impact fee report, must be made available at least 10 days prior to the public meeting. Your legal counsel should inform you of any other procedural requirements as well as advice regarding adoption of an enabling ordinance and/or a resolution. After adoption there is a mandatory 60-day waiting period before the fees go into effect. This procedure must also be followed for fee increases.

Fee Accounting

The City should deposit fee revenues into separate restricted fee accounts for *Quimby* fees, and *Mitigation Fee Act* fees for park facilities and open space and trails facilities, respectively. Fees should only be expended pursuant to the City's Ordinance and the Act.

Programming Revenues and Projects with the CIP

The City should commit all projected fee revenues and fund balances to specific projects in a Capital Improvements Program. These should represent the types of facilities needed to serve growth and described in this report. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues. The CIP also provides the documentation necessary for the City to hold funds in a project account for longer than five years if necessary to collect sufficient monies to complete a project.

The City may decide to alter the scope of the planned projects or to substitute new projects as long as those new projects continue to represent an expansion of the City's facilities. If the total cost of facilities varies from the total cost used as a basis for the fees, the City should consider revising the fees accordingly.

6. Mitigation Fee Act Findings

Fees are assessed and typically paid when a building permit is issued and imposed on new development projects by local agencies responsible for regulating land use (cities and counties). To guide the imposition of facilities fees, the California State Legislature adopted the *Mitigation Fee Act* with Assembly Bill 1600 in 1987 and subsequent amendments. The *Act*, contained in *California Government Code* §§66000 – 66025, establishes requirements on local agencies for the imposition and administration of fees. The *Act* requires local agencies to document five statutory findings when adopting fees.

The five findings in the *Act* required for adoption of the maximum justified fees documented in this report are: 1) Purpose of fee, 2) Use of fee Revenues, 3) Benefit Relationship, 4) Burden Relationship, and 5) Proportionality. They are each discussed below and are supported throughout this report.

Purpose of Fee

- ♦ *Identify the purpose of the fee (§66001(a)(1) of the Act).*

We understand that it is the policy of the City that new development will not burden the existing service population with the cost of facilities required to accommodate growth. General Plan Policy LU-15 states “Review development impact fees, user charges, and mitigation fees to ensure charges are commensurate with costs and services provided.” The purpose of the fees proposed by this report is to implement this policy by providing an analysis of the justifiable parks and recreation facilities costs that can be charged through an impact fee. The fees advance a legitimate City interest by enabling the City to provide parks and recreational facilities to new development.

Use of Fee Revenues

- ♦ *Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in §65403 or §66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the facilities for which the fees are charged (§66001(a)(2) of the Act).*

Fees proposed in this report, if enacted by the City, would be available to fund expanded facilities to serve new development. Facilities funded by these fees are designated to be located within the City. Fees addressed in this report have been identified by the City to be restricted to funding parks, recreation, trails and open space facilities.

An estimate of the amount of parkland needed to serve new development is identified in *Chapter 3* of this report. More thorough descriptions of certain planned facilities, including their specific location, if known at this time, are included in master plans, capital improvement plans, or other City planning documents or are available from City staff. The City may change the list of planned facilities to meet changing needs and circumstances of new development, as it deems necessary. The fees should be updated if these amendments result in a significant change in the fair share cost allocated to new development.

Benefit Relationship

- ♦ *Determine the reasonable relationship between the fees' use and the type of development project on which the fees are imposed (§66001(a)(3) of the Act).*

We expect that the City will restrict fee revenue to the acquisition of land, construction of facilities and buildings, and purchase of related equipment, furnishings, vehicles, and services used to serve new development as described above under the “Use of Fee Revenues” finding. The City should keep fees in segregated accounts. Facilities funded by the fees are expected to provide a citywide network of facilities accessible to the additional residents associated with new development. Under the *Act*, fees are not intended to fund planned facilities needed to correct existing deficiencies. Thus, a reasonable relationship can be shown between the use of fee revenue and the new development residential and non-residential use classifications that will pay the fees.

Burden Relationship

- ♦ *Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed (§66001(a)(4) of the Act).*

Facilities need is based on a facility standard that represents the demand generated by new development for those facilities. Facilities demand is determined as follows:

The service population is established based upon the number of residents living in Laguna Hills. Service population correlates to the demand for parks and recreation facilities.

For all facilities included in this analysis, demand is measured by a single facility standard (park acres per 1,000 service population or open space and trails acres per 1,000 service population) that can be applied across land use types to ensure a reasonable relationship to the type of development.

The standards used to identify growth needs are also used to determine if planned facilities will partially serve the existing service population by correcting existing deficiencies. This approach ensures that new development will only be responsible for its fair share of planned facilities, and that the fees will not unfairly burden new development with the cost of facilities associated with serving the existing service population.

Chapter 2, Land Use Assumptions provides a description of how service population and growth projections are calculated. Facility standards are described in the *Park Facility Standards* section of Chapter 3 and the *Mitigation Fee Act Standard and Open Space and Trails Standard* section of Chapter 4.

Proportionality

- ♦ *Determine how there is a reasonable relationship between the fees amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (§66001(b) of the Act).*

The reasonable relationship between each facilities fee for a specific new development project and the cost of the facilities attributable to that project is based on the estimated service population growth the project will accommodate. Fees for a specific project are based on the project's size or increases in the number of dwelling units. Larger new development projects can result in a higher service population, resulting in higher fee revenue than smaller projects in the same land use classification. Thus, the fees can ensure a reasonable relationship between a specific new development project and the cost of the facilities attributable to that project.

See *Chapter 2, Land Use Assumptions* for a description of how service population or dwelling units adjustment factors are determined for different types of land uses. See the *Fee Schedule* sections of *Chapter 3 and Chapter 4* for a presentation of the proposed facilities fees.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018

TO: Mayor and Council Members

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

ISSUE: Introduction and First Reading of an Ordinance Amending the Laguna Hills Municipal Code to Clarify the City's Authority to Prohibit the Discharge of Non-Stormwater Such as Runoff from Over-Irrigation to the City's Stormwater Drainage System

RECOMMENDATION: That the City Council 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 Section 5-36.040 of the Laguna Hills Municipal Code pertaining to prohibition on illicit connections and prohibited discharges to the Stormwater Drainage System, and repealing Section 12-20.030 of the Laguna Hills Municipal Code pertaining to running of water upon the right-of-way."

SUMMARY:

On June 20, 2018, the City received a Notice of Violation from the California Regional Water Quality Control Board for the San Diego Region questioning the City's legal authority to prohibit over-irrigation runoff from entering the City's stormwater drainage system, or MS4. The proposed Ordinance would address the concerns raised in the Notice of Violation and clarify the City's existing legal authority. Specifically, the Ordinance would (1) eliminate antiquated language in Section 12-20.030 of the Laguna Hills Municipal Code cited as the basis for the Notice of Violation, and (2) amend Section 5-36.040 of the Laguna Hills Municipal Code in a non-substantive manner to add clarifying language expressly providing that unauthorized discharges of non-stormwater, including runoff from irrigation activities, to the stormwater drainage system is prohibited.

BACKGROUND:

As the owner and operator of the municipal separate storm sewer system (“stormwater drainage system” or “MS4”) that ultimately discharges to the ocean and other surface waters, the City is subject to a National Pollution Discharge Elimination System (NPDES) Permit issued by the California Regional Water Quality Control Board for the San Diego Region (Regional Water Board). In 2013, the Regional Water Board adopted a new regional NPDES permit (“Regional MS4 Permit”) covering local jurisdictions in San Diego County and parts of Orange and Riverside Counties. The County of Orange and the cities in southern Orange County, including the City of Laguna Hills, became subject to this Regional MS4 Permit in 2015.

The Regional MS4 Permit requires the City to establish, maintain and enforce adequate legal authority to control pollutant discharges into and from its MS4 through ordinances and other similar means. The City’s legal authority must, among other things, authorize the City to prohibit and eliminate all illicit discharges to its MS4. This includes the obligation to effectively prohibit non-stormwater discharges into the MS4, including runoff from over-irrigation.

The Regional MS4 Permit also requires the City to undertake public outreach activities to promote, publicize, and facilitate reporting of illicit discharges to the MS4 and to implement a public education and participation program to promote and encourage practices and behaviors that prevent controllable non-stormwater discharges from entering the MS4.

Pursuant to the terms of the Regional MS4 Permit, the City must submit a Water Quality Improvement Plan Annual Report to the Regional Water Board by January 2018. With this Annual Report, the City must submit a certified statement that it has taken the necessary steps to obtain and maintain full legal authority within its jurisdiction to implement and enforce each of the requirements in the Regional MS4 Permit.

The City regulates stormwater runoff and discharges to its MS4 through a variety of ordinances, including Chapter 5-36 of the Laguna Hills Municipal Code entitled “Water Quality Control.” Municipal Code Section 5-36.040 expressly prohibits any person from causing, allowing, or facilitating any “prohibited discharge.” A “prohibited discharge” is defined to include any discharge to the MS4 which is not composed entirely of stormwater or contains a pollutant, other than those types discharges expressly set forth in the list of “discharge exceptions” contained in Section 5-36.030. In 2010, the City amended Section 5.36.030 to remove previously existing exceptions for irrigation

runoff in order to achieve compliance with the MS4 Permit issued to the City by the Regional Water Board in 2009. Ever since, the City has interpreted and applied Chapter 5-36 to prohibit over-irrigation discharges to the MS4 and has enforced this prohibition in necessary cases.

The MS4, or “stormwater drainage system,” is defined in Municipal Code Section 5-36.030 to include any “street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet, or other facility, which is part of or tributary to the . . . stormwater runoff system.” A public drainage ditch tributary to the stormwater runoff system falls within this definition and is considered part of the MS4. When the City of Laguna Hills incorporated, it adopted and maintained certain provisions of the County Code of Ordinances. One of these provisions is Section 12-20.030, entitled “Water,” which states:

“It is unlawful for any person, firm or corporation to run, or to allow to run, upon any highway or right-of-way thereof, any irrigation, waste or other water, provided that such water may be allowed to run upon or in any drain ditch along the side of such highway or right-of-way thereof if the same does not fill or overflow such ditch or run upon or percolate under the base of the paved or traveled portion of such highway.”

In January 2018, the Regional Water Board conducted a desk audit of the respective stormwater management programs of the County and southern Orange County cities to assess if they were implementing their programs in compliance with the requirements of the Regional MS4 Permit for the active and effective implementation of the over-irrigation prohibition. Based on these audits, the Regional Water Board issued Notices of Violation to the County and several Orange County cities subject to the Regional MS4 Permit, including the City of Laguna Hills.

The NOV sent to the City asserts that the City does not appear to have effective legal authority to actively and effectively implement an over-irrigation prohibition program because its existing ordinances do not clearly identify over-irrigation as a prohibited discharge and because Municipal Code Section 12-20.030 inappropriately excludes drainage ditches next to the street from being part of the MS4. The NOV and audit report also identify Regional Water Board staff’s concerns relating to the City’s public outreach and education regarding the over-irrigation prohibition and the City’s implementation of required strategies and milestones for the reduction of over-

irrigation. A copy of the June 20, 2018 NOV and related audit report sent to the City is attached to this Staff Report.

Following receipt of the NOV and audit report, City Staff implemented several updates to the City's website in response to the Regional Water Board's comments and suggestions. In addition, after consulting with the City Attorney's Office and staff from the County and other affected cities, City Staff sent a detailed letter to the Regional Water Board on October 26, 2018 responding to the assertions and concerns expressed in the June 20, 2018, NOV. A copy of Staff's response letter is attached to this Staff Report.

ANALYSIS:

State law gives the Regional Water Board authority to enforce permittees' compliance with the Regional MS4 Permit. A Notice of Violation is an informal enforcement action a Regional Water Board can take to notify a permittee of an alleged violation and give the permittee an opportunity to cure it before a formal enforcement action is initiated. If a Regional Water Board determines to take formal enforcement action against a permittee, Water Code 13385 gives it the authority to issue various kinds of compliance orders, as well as to administratively levy civil liability assessments of up to \$10,000 for each day a violation occurs.

As explained in detail in the City's October 26, 2018 response letter (Attached), City Staff disagrees with the position of the Regional Water Board reflected in the June 20, 2018, NOV and believes the City possesses adequate legal authority under its current ordinances to enforce the over-irrigation prohibition consistent with the requirements of the Regional MS4 Permit. However, in order to make the Municipal Code clearer and to avoid the potential for escalated enforcement action, City Staff is proposing two minor amendments to the Laguna Hills Municipal Code.

First, Staff proposes that Municipal Code Section 12-20.030 be removed from the Code. The Regional Water Board expressly cited the existence of Section 12-20.030 as the basis for the NOV. This regulation dates back to at least 1958, when the County was more agricultural and flood irrigation and the use of drainage ditches along the right-of-way was more common. In Staff's opinion, Section 12-20.030 does not have significant continuing utility in today's developed environment. Additionally, there are now other Municipal Code provisions that would allow the City to prevent a person from running water along the right-of-way, including the provisions of Chapter 5-36.

Second, Staff proposes amending Municipal Code Section 5-36.040.A. to add the following language clearly identifying discharges of non-stormwater to the MS4 from irrigation activities to be prohibited.

“5-36.040 Prohibition on illicit connections and prohibited discharges.

A. No person shall:

1. Construct, maintain, operate, and/or utilize any illicit connection;
2. Cause, allow or facilitate any prohibited discharge;
3. Act, cause, permit, or suffer any agent, employee, or independent contractor to construct, maintain, operate, or utilize any illicit connection, or cause, allow, or facilitate any prohibited discharge; or
- 4. Discharge non-stormwater, including, but not limited to, runoff from irrigation activities, to the stormwater drainage system, except in compliance with this chapter.**

This addition is non-substantive because the existing prohibition on causing, allowing or facilitating any prohibited discharge already encompasses runoff from over-irrigation; however, Staff believes the addition of this more express language will provide clearer direction to the public and City code enforcement staff.

ATTACHMENTS:

- Ordinance Amending 5-35.040 and Repealing 12-20.030
- Laguna Hills 26Oct2018 Letter RE NOV R9-2018-0096 and Audit
- NOV_City of Laguna Hills

ORDINANCE NO. 2018 -X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING SECTION 5-36.040 OF THE LAGUNA HILLS MUNICIPAL CODE PERTAINING TO PROHIBITION ON ILLICIT CONNECTIONS AND PROHIBITED DISCHARGES TO THE STORMWATER DRAINAGE SYSTEM, AND REPEALING SECTION 12-20.030 OF THE LAGUNA HILLS MUNICIPAL CODE PERTAINING TO RUNNING OF WATER UPON THE RIGHT-OF-WAY.

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

SECTION 1. Subsection A of Section 5-36.040 (Prohibition on illicit connections and prohibited discharges) of the Laguna Hills Municipal Code is hereby amended and restated to read in its entirety as follows:

“5-36.040 Prohibition on illicit connections and prohibited discharges.

A. No person shall:

1. Construct, maintain, operate, and/or utilize any illicit connection;
2. Cause, allow or facilitate any prohibited discharge;
3. Act, cause, permit, or suffer any agent, employee, or independent contractor to construct, maintain, operate, or utilize any illicit connection, or cause, allow, or facilitate any prohibited discharge; or
4. Discharge non-stormwater, including, but not limited to, runoff from irrigation activities, to the stormwater drainage system, except in compliance with this chapter.

SECTION 2. Section 12-20.030 (Water) of the Laguna Hills Municipal Code is hereby repealed.

SECTION 3. The City Council finds that the proposed Ordinance is not subject to the California Environmental Quality Act (“CEQA”) Cal. Pub. Resources Code Section 21000 et seq.) pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.) because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. The Municipal Code amendments made by the Ordinance merely clarify

existing law prohibiting discharges of non-stormwater to the stormwater drainage system and do not authorize new programs or activities.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or a 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. This Ordinance shall take effect on the 31st day following its adoption.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this ____ day of November, 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Ordinance No. 2018-X

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2018-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 13th day of
November 2018, and that thereafter, said Ordinance was duly adopted and passed at a
Regular Meeting of the City Council held on the ___ day of _____ 2018, by the
following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Ordinance Amending 5-35.040 and Repealing 12-20.030 (1717 : SDRWQCB NOV and Audit)

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

AFFIDAVIT OF POSTING
 AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2018-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING SECTION 5-36.040 OF THE LAGUNA HILLS MUNICIPAL CODE PERTAINING TO PROHIBITION ON ILLICIT CONNECTIONS AND PROHIBITED DISCHARGES TO THE STORMWATER DRAINAGE SYSTEM, AND REPEALING SECTION 12-20.030 OF THE LAGUNA HILLS MUNICIPAL CODE PERTAINING TO RUNNING OF WATER UPON THE RIGHT-OF-WAY.

on the ___ day of _____ 2018, was published in summary in the Saddleback Valley News, and on the ___ day of _____ 2018, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the ___ day of _____ 2018, and the ___ day of _____ 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
 Laguna Hills Community Center
 La Paz Center

 MELISSA AU-YEUNG, CITY CLERK
 Laguna Hills, California

Attachment: Ordinance Amending 5-35.040 and Repealing 12-20.030 (1717 : SDRWQCB NOV and Audit)



CITY OF LAGUNA HILLS

OCTOBER 26, 2018

VIA EMAIL (SanDiego@waterboards.ca.gov) & U.S. MAIL

Ms. Laurie Walsh, P.E.
San Diego Regional Water Quality Control Board
Surface Water Protection Branch
2375 Northside Drive, Suite 100
San Diego, CA 92108

SUBJECT: NOTICE OF VIOLATION NO. R9-2018-0096 AND AUDIT FINDINGS (PIN NO. CW-236131: RMITCHELL)

Dear Ms. Walsh:

This letter is provided in response to the Notice of Violation ("NOV") that the City of Laguna Hills ("City") received from the San Diego Regional Water Quality Control Board ("Regional Board") on June 20, 2018 and follows up on the City's initial email correspondence to your office on June 21, 2018. The City appreciates the time Regional Board staff took to meet with the South Orange County permittees on July 23, 2018 to discuss the NOV's, and the City looks forward to working collaboratively with the Regional Board to address and resolve the concerns it raised in the NOV and associated audit.

Notice of Violation for Failure to Prohibit Over-Irrigation as an Illicit Discharge

The NOV asserts that the City lacks the legal authority to actively and effectively prohibit over-irrigation as required by provision II.E.1.a of the Regional Municipal Separate Storm Sewer System (MS4) Permit, Order No. R9-2013-0001 ("Regional Permit") because the City's ordinances exclude drainage ditches next to the street from being part of the MS4 and do not prohibit "over-irrigation" as an illicit discharge. The City respectfully disagrees with these assertions, and the City is confident that it possesses adequate legal authority to actively and effectively prohibit and eliminate all illicit discharges and connections to its MS4, including illicit discharges resulting from over-irrigation.

The City's Water Quality Control Ordinance is codified in Chapter 5-36 of the City's Municipal Code. The City originally enacted its Water Quality Control Ordinance in 2003, in accordance

with the requirements of the Third Term MS4 Permit issued by the Regional Board in 2002, and amended it in 2010 in response to the Fourth Term MS4 Permit issued by the Regional Board in 2009. Since 2010, the City has interpreted and applied its Water Quality Control Ordinance to prohibit over-irrigation discharges to the MS4 and has enforced this prohibition against property owners.

Violations of the City's Water Quality Control Ordinance are enforceable by the City pursuant to the Ordinance and other provisions of the City's Municipal Code. Pursuant to the requirements of the Fourth Term MS4 Permit, on December 10, 2010, the City submitted a statement to the Regional Board certifying that the City had legal authority to enforce the Water Quality Control Ordinance and other relevant Municipal Code provisions. Similarly, the City will be submitting an updated certified legal authority statement in accordance with provision II.E.1.b of the Regional Permit by January 31, 2019, with the first Water Quality Improvement Plan Annual Report.

The NOV asserts that the City's ordinances inappropriately exclude drainage ditches next to the street from being part of the MS4. This assertion appears to be based solely on an incorrect reading of Section 12-20.030 of the City's Municipal Code. Section 12-20.030 is located in the Chapter of Title 12 of the Municipal Code pertaining to "Obstructions" to "Streets and Sidewalks." Section 12-20.030 is a dated public safety regulation the City inherited when it adopted the County of Orange's Code of Ordinances upon incorporation, which is intended to prohibit people from running water on the public right of way that might endanger vehicular or pedestrian traffic or compromise the pavement. Although Section 12-20.030 provides that it is not a violation of Section 12-20.030 for a person to allow water to run upon or in a drain ditch beside a highway or right-of-way if it does not overflow the ditch or run upon or percolate under the traveled portion of the highway, the City does not believe this provision has ever been interpreted or used to excuse compliance with the prohibition on illicit discharges to the City's MS4. Regardless, this language in Section 12-20.030 is superseded by the clear prohibition on illicit discharges of non-stormwater to the MS4 contained in the City's Water Quality Control Ordinance, which is the more specific and later-enacted law.

The MS4, or "stormwater drainage system," is defined in Section 5-36.030 of the Water Quality Control Ordinance to include any "street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet, or other facility, which is part of or tributary to the ... stormwater runoff system." A public drainage ditch tributary to the stormwater runoff system falls within this definition.

Section 5-36.040 of the City's Water Quality Control Ordinance prohibits any person from causing, allowing, or facilitating any "prohibited discharge." The term "discharge" is defined

October 26, 2018
Ms. Laurie Walsh, SDRWQCB
Page 3

broadly in the Ordinance to mean "any release, spill, leak, pump, flow, escape, leaching (including subsurface migration or deposition to groundwater), dumping or disposal of any liquid, semi-solid or solid substance." A "prohibited discharge" is defined in the Ordinance to include any "discharge" which is not composed entirely of stormwater or contains a pollutant to the "stormwater drainage system," other than those types discharges expressly set forth in the list of "discharge exceptions" contained in Section 5-36.030 of the Ordinance.

Consistent with the Third Term MS4 Permit, prior to 2010, this list of discharge exceptions in the Ordinance included exceptions for discharges from "landscape irrigation systems," "agricultural irrigation water runoff," and "lawn watering." In 2009, the Regional Board issued a Fourth Term MS4 Permit (Order No. R9-2009-0002) to the Orange County permittees, under which the landscape irrigation, irrigation water, and lawn watering (collectively, the "over-irrigation") categories of discharges were removed from the list of exempt non-stormwater discharges in the Permit. In response to the changes made in the Fourth Term MS4 Permit, in 2010, the City adopted Ordinance No. 2010-5 amending its Water Quality Control Ordinance to remove "landscape irrigation systems," "agricultural irrigation water runoff," and "lawn watering" from the list of discharge exemptions in the Ordinance.

Since 2010, discharges from irrigation activities and runoff have not been listed as permitted discharge exceptions under the City's Water Quality Control Ordinance. Therefore, over-irrigation flows which convey pollutants to the MS4 are, by definition, "prohibited discharges" under the Ordinance.

Notwithstanding that the City's existing ordinances are legally sufficient to allow the City to continue to actively and effectively enforce the over-irrigation prohibition as required by the Regional Permit, the City appreciates the concerns expressed by Regional Board staff in the NOV. Accordingly, City staff has initiated a Municipal Code amendment to remove Section 12-20.030 from the Code and to add clarifying language to the Water Quality Control Ordinance expressly prohibiting discharges of non-stormwater from irrigation activities. These Code amendments are currently scheduled for the City Council's consideration and adoption in November 2018.

Based on the foregoing, the City respectfully requests that the Regional Board rescind and/or dismiss the NOV.

Attachment: Laguna Hills 26Oct2018 Letter RE NOV R9-2018-0096 and Audit (1717 : SDRWQCB NOV and Audit)

Areas of Concern

The NOV and associated audit findings also identify Regional Board staff's concerns relating to the City's public outreach and education regarding the over-irrigation prohibition and the City's implementation of required strategies and milestones for the reduction of over-irrigation. Although the City believes it is in compliance with the requirements of the Regional Permit in these regards, it takes the Regional Board's concerns seriously and has already implemented changes to its website in response to the Regional Board's suggestions. These changes include the following:

- The over-irrigation prohibition is now identified directly on the City's homepage, with a link to a featured news page containing a full article explaining why irrigation runoff is prohibited and how to report irrigation runoff issues through the City's Request Tracker system.
- Two new pages have been added to the "Water Quality" portion of the City's website, which expressly identifies that excess irrigation and other activities that cause water to run off property is prohibited and includes information about, and a link to, the H2OC Stormwater Program and *Overwatering is Out* action campaign.
- Links to the water conservation web pages of the Moulton Niguel and El Toro Water Districts, as well as to the County's Stormwater Program and *Overwatering is Out* web pages, have been added to the City's "Water Quality" web page.
- "Irrigation runoff" has been added as a separate, stand-alone option for reporting an issue in the City's Request Tracker system.

Screenshots of the applicable City web pages highlighting these changes are attached hereto for the Regional Board's convenience.

The City has also updated the JRMP posted on the website to include the Enforcement Response Plan as an attachment to the plan. The City is continuing to review and evaluate its website, public outreach materials, and other program documents for improvement in concert with the Principal Permittee, the County of Orange, in response to the concerns raised by the Regional Board and will report any modifications or updates in its Water Quality Improvement Plan Annual Report.

October 26, 2018
Ms. Laurie Walsh, SDRWQCB
Page 5

If you have any questions or concerns with the City's course of action in response to the NOV or the audit, or the City's request that the Regional Board rescind or dismiss the NOV, please contact Kenneth Rosenfield at (949) 707-2650 or via email at krosenfield@lagunahillsca.gov.

Sincerely,

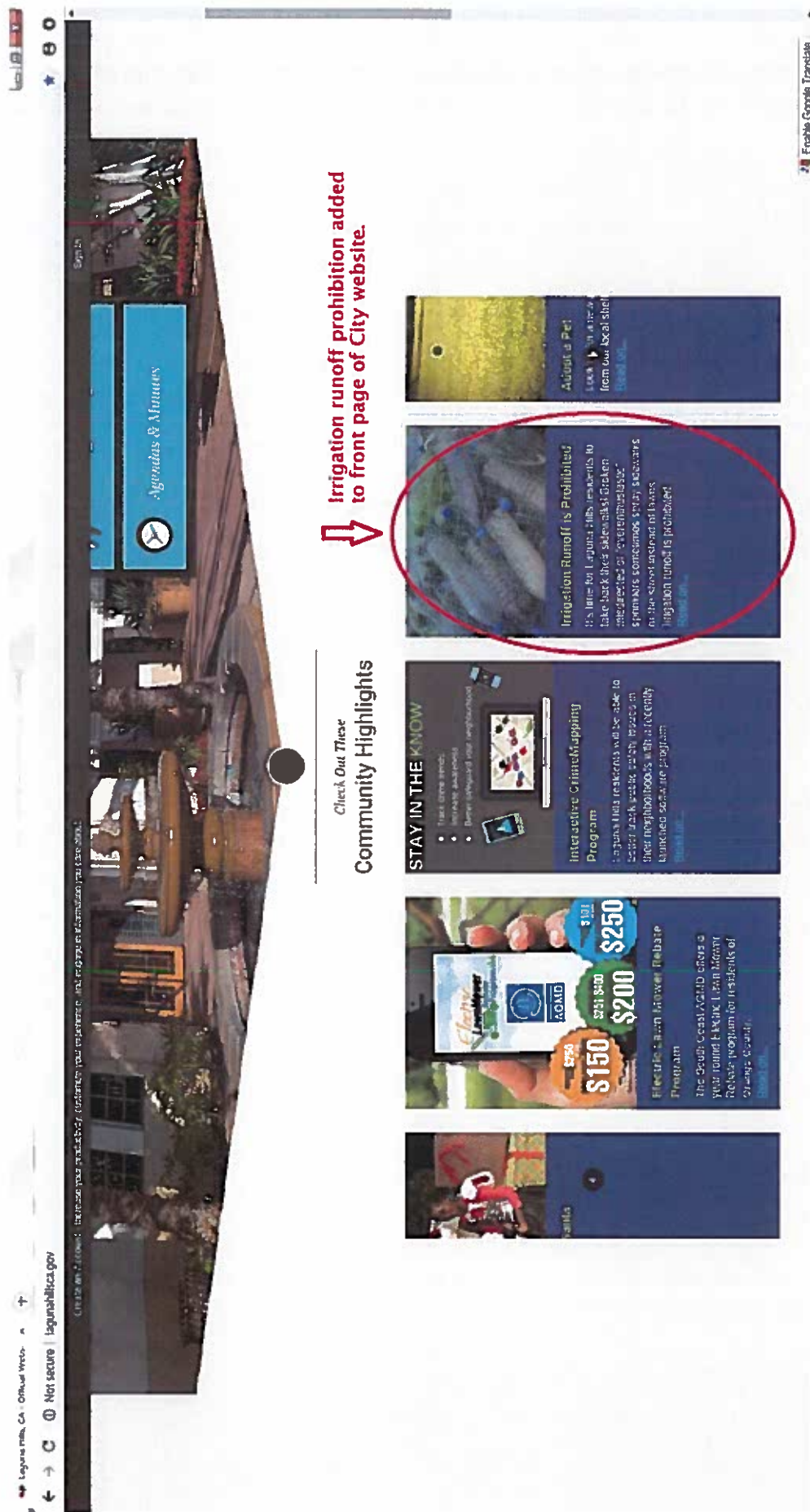


Kenneth H. Rosenfield, P.E.
Assistant City Manager/Public Services Director

Attachments: Web Page Screen Shots

cc: Donald J. White, City Manager
Gregory E. Simonian, City Attorney
James H. Eggart, Assistant City Attorney

Attachment: Laguna Hills 26Oct2018 Letter RE NOV R9-2018-0096 and Audit (1717 : SDRWQCB NOV and Audit)



Irrigation runoff prohibition added to front page of City website.

LAGUNA HILLS
California

Government Services Explore Laguna Hills Doing Business How Do I...

Search

Full article on featured news page linked from irrigation runoff prohibition "read on" front page.

Irrigation Runoff is Prohibited
It's time for Laguna Hills residents to take back their sidewalks! Broken, misdirected or "overenthusiastic" sprinklers sometimes spray sidewalks or the street instead of lawns. Irrigation runoff is prohibited as it not only wastes water but also carries litter and pollutants into our waterways. Irrigation runoff issues can be reported on the Request Tracker system by clicking on the "Report an Issue" tab on the homepage of the City's website or by visiting <http://lagunahillsca.gov/requesttracker/issue>.

Other News In Featured News
National Prescription Drug Take Back event
Posted on: October 24, 2018
Breakfast with Santa
Posted on: October 17, 2018

Register for Classes
Report an Issue
Current Planning Projects
Community Voice
Agendas & Minutes

Perks & Facilities
City Transparency
Civic Center Public Art
Forms, Maps & Documents
FAQs

Interactive CrimeMapping Program

Enable Google Translate

Water Quality | Laguna Hills, CA x +
 Not secure | lagunahillsca.gov/229/Water-Quality
 (Please do not close this window. It contains your information and may be an important part of the program.)

Home | Government | Departments | Public Services | Public Works | Water Quality

Water Quality

Did you know irrigation runoff is prohibited? Irrigation runoff not only wastes water, it also carries litter and pollutants into our waterways. Irrigation runoff issues can be reported on the Request Tracker system by clicking on the "Report an Issue" tab on the homepage of the City's website or by clicking on the "Request Tracker" link in the navigation bar.

Storm Drains

The largest source of water pollution comes from city streets, neighborhoods, construction sites and parking lots. Anything we use outside of our homes, vehicles and businesses such as motor oil, paint, pesticides, fertilizers, and cleaners, can be blown or washed into the storm drains.

The City's storm drain system is separate from the sewer system. In the sewer system, wastewater (sewage) is transported to wastewater treatment plants through underground sewer pipes. Whereas, in the storm drain system, water collected from the streets goes untreated into creeks and eventually the ocean.

Clean Waterways

Everyone's help is needed to keep the waterways clean. Together we can prevent pollutants from entering the storm drains by keeping our streets and gutter clean and following Best Management Practices. Below are some helpful resources and numbers:

- [Orange County Watershed Website](#)
- [Laguna Hills Water Pollution City](#)
- [H2OC Stormwater Program](#)
- [H2OC Overwatering is Out](#)
- [Monterey Bay Water District \(MBWD\) Water Conservation](#)
- [El Toro Water District \(ETWD\) Water Conservation](#)
- [Report an Issue Request Tracker](#)
- [Hazardous Material Collection Information 800-6752](#)
- [Used Oil Collection Information 800-CLEANUP](#)
- [Chemical and Hazardous Material Spill Emergencies 911](#)
- [24 Hour Water Pollution Problem Reporting Hotline 877-89-SPILL](#)

Water Quality Documents

- [Do You Know Where Storm Water Goes? \(PDF\)](#)
- [Construction BMP's \(PDF\)](#)
- [Erosion BMP's \(PDF\)](#)
- [Keeping Your Car and the Environment Clean \(PDF\)](#)
- [Pool Construction / Stockpiling BMP's \(PDF\)](#)
- [Surf Riders Ocean Friendly Gardens Brochure \(PDF\)](#)
- [The Ocean Benefits at Your Front Door \(PDF\)](#)

Added new H2OC brand logo to City's water quality page with link to RequestTracker.

Added links to MNWD, ETWD, H2OC & RequestTracker websites under helpful resources on City's water quality page.

Added irrigation runoff prohibition to City's water quality page with link to RequestTracker.

OC Stormwater Program
 Overwatering is Out

Register for Classes
 Report an Issue
 Current Planning Projects
 Community Voice
 Agendas & Minutes

Enable Google Translate

Overwatering is Out | Laguna Hills
Not secure | lagunahillsca.gov/170/Overwatering-is-Out
(Create an account, increase your productivity, enhance your experience, and enjoy a streamlined culture online)

LAGUNA HILLS
California

Home | Government | Departments | Public Services | Public Works | Overwatering is Out

Government Services Explore Laguna Hills Doing Business How Do I...

Water Quality
OC Stormwater Program
Overwatering is Out

Register for Class
Report an Issue
Current Planning Projects
Community Voice
Agendas & Minutes

Overwatering is Out

Water that runs off your property from excess irrigation, car washing or hosing down sidewalks is prohibited, and is both a water use efficiency issue and a stormwater issue. Much like during rainy weather, runoff during dry weather flows down streets and sidewalks, picking up pollutants (e.g. litter, oil, dog poop, etc) on its way catch basins and eventually to the ocean. In short, the less water we have flowing through the streets during dry weather, the less potential we have for pollutants to find their way into the Pacific Ocean. Getting your outdoor irrigation under control makes a big difference in preventing runoff and water pollution. Get more tips on easy things you can do to protect Orange County's world famous beaches at OverwateringIsOut.org

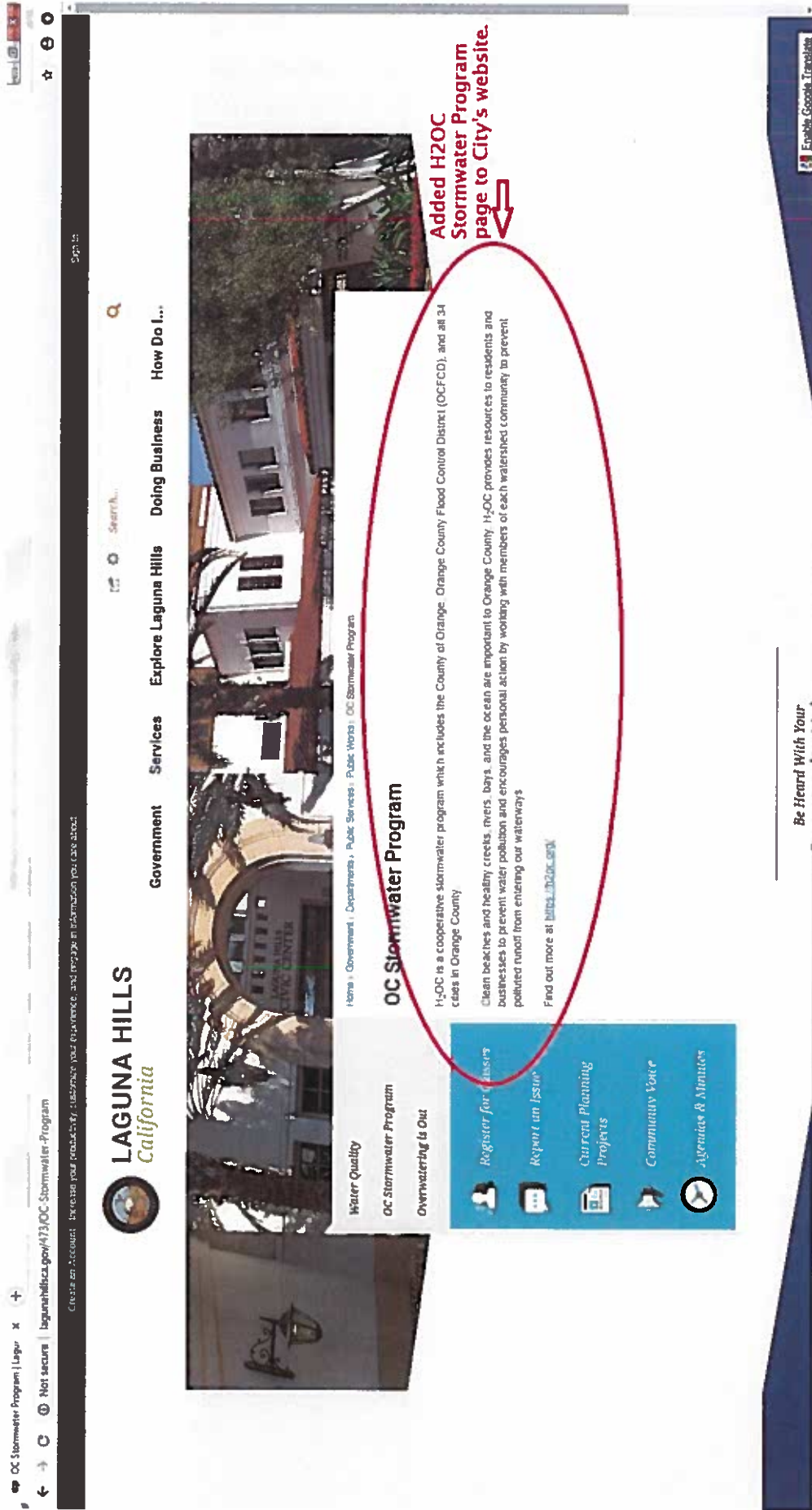
OverwateringIsOut.org is an H2OC initiative of the Orange County Stormwater Program, which comprises the County of Orange and all 34 Orange County cities. H2OC was created with the goal of inspiring Orange County residents to help keep our local waterways healthy for generations to come. The materials on these pages have been created in close collaboration with our partners, including the Municipal Water District of Orange County and the University of California Cooperative Extension

Be Heard With Your

Enable Google Translate

Added H2OC Overwatering is Out page to City's website.

Overwatering Is Out in left menu previously linked directly to H2OC website. Added this page on City's website instead.



EDMUND G. BROWN JR.
GOVERNORMATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

San Diego Regional Water Quality Control Board

June 20, 2018

Sent via email

Mr. Ken Rosenfield
City of Laguna Hills
25201 Paseo De Alicia 150
Laguna Hills, CA 92653

In reply refer to / attn:
PIN No. CW-236131: RMitchell

Subject: Notice of Violation No. R9-2018-0096, City of Laguna Hills; Violation of the Regional Municipal Separate Storm Sewer System (MS4) Permit

Mr. Rosenfield:

Enclosed is Notice of Violation (NOV) No. R9-2018-0096 issued to the City of Laguna Hills, hereinafter the City, for violation of the Regional MS4 Permit, Order No. 2013-0001. As described in the attached NOV, the violation is subject to further enforcement pursuant to the Water Code. The California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) reserves the right to take any enforcement action authorized by law.

In making the determination of whether and how to proceed with further enforcement action, the San Diego Water Board will consider the severity and effect of the violation, the level of cooperation, the time it takes to correct the identified violations, and the sufficiency of the corrections. To avoid further enforcement action by the San Diego Water Board on this violation, **the City must take immediate actions to establish, maintain, and enforce adequate legal authority within its jurisdiction to control pollutant discharges into and from its municipal separate storm sewer system through status, ordinance, permit, contract, order, or similar means.**

Please send written correspondence in response to this letter to SanDiego@waterboards.ca.gov. Electronic documents must be submitted as a single file, in Portable Document Format (PDF) format, and converted to text searchable format using Optical Character Recognition (OCR). All electronic documents must also include scanned copies of all signature pages; electronic signatures will not be accepted. Electronic documents submitted to the San Diego Water Board must include the following identification numbers in the header or subject line: **PIN: CW-236131: RMitchell**.

For questions pertaining to the subject matter, please contact Roger Mitchell at (619) 521-5898 or roger.mitchell@waterboards.ca.gov.

Respectfully,

Laurie Walsh, P.E.
Senior Water Resource Control Engineer

TOMAS MORALES, CHAIR | DAVID GIBSON, EXECUTIVE OFFICER

Enclosures: NOV No. R9-2018-0096; Violation of the Regional Municipal Separate Storm Sewer System (MS4) Permit, Order No. 2013-0001: NPDES No. CAS0109266

Tech Staff Info & Use	
Enforcement ID	429883
Violation ID	867007
WDID	9 30M1000288
NPDES No.	CAS0109266

NOTICE OF VIOLATION

No. R9-2018-0096

Mr. Ken Rosenfield
City of Laguna Hills
25201 Paseo De Alicia 150
Laguna Hills, CA 92653

Violation of the Order
No. R9-2013-0001,

June 20, 2018

The City of Laguna Hills, hereinafter the City, is the owner and operator of the City of Laguna Hills Municipal Separate Storm Sewer System (MS4). The City is hereby notified that the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) reserves the right to take any enforcement action authorized by law for the violations described herein.

The City is in violation of provision II.E.1.a of the Regional MS4 Permit. The violation and areas of concern described and documented below were identified by San Diego Water Board staff in January 2018 while conducting an audit of the Copermittee's Jurisdictional Runoff Management Program (JRMP), an essential element of the MS4 program. The purpose of the audit was to assess if Copermittees are implementing their storm water management programs in accordance with the requirements of the San Diego Water Board Regional MS4 Permit,¹ Order No. R9-2013-0001 (Regional MS4 Permit) for the active and effective implementation of the over-irrigation prohibition. A Copermittees compliance with the discharge prohibition, specified in provision II.A.1.b of the Regional MS4 Permit, requires an active and effective implementation of the Regional MS4 Permit provisions II.B.3, II.D.2, II.E.1, II.E.2, II.E.5, II.E.6, II.E.7, and II.F.2.

A. Summary of Violation

Failure to Prohibit Over-Irrigation as an Illicit Discharge

Provision II.E.1.a of the Regional MS4 Permit requires that each Copermittee establish, maintain, and enforce adequate legal authority within its jurisdiction to control pollutant discharges into and from its MS4 through statute, ordinance, permit, contract, order, or similar means. This legal authority must, at a minimum, authorize the Copermittee to prohibit and eliminate all illicit discharges and connections to its MS4.

Based on the findings presented in the January 2018 *Regional MS4 Permit Audit of Discharge Prohibitions* (included as Attachment 1 of this Notice of Violation) the City's ordinances fail to address the requirements of the Regional MS4 Permit, as they do not prohibit over-irrigation. Attachment C of the Regional MS4 Permit clearly defines an MS4 to include ditches "a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) ..." The City's ordinance inappropriately excludes drainage ditches next to the street from being a part of the MS4. Therefore, the City does not appear to have effective legal authority to actively and effectively implement an over-irrigation prohibition program.

¹ As amended by Orders Nos. R9-2015-0001 (Orange County) and R9-2015-0100 (Riverside County)

B. Areas of Concern

Promoting, Publicizing, and Facilitating Public Reporting of Illicit Discharges

Provision II.E.2.b.(3) of the Regional MS4 Permit requires each Copermittee to promote, publicize, and facilitate public reporting of the presence of illicit discharges or water quality impacts associated with discharges to or from the MS4.

Based on the findings presented in the January 2018 *Regional Permit Audit of Discharge Prohibitions* the City has failed to promote, publicize and facilitate public reporting of over-irrigation as an illicit discharge on its online home page and Water Quality web page. Specifically, none of these web pages identifies that over-irrigation runoff is a prohibited discharge.

Promoting, Publicizing, and Implementing the Overwatering is Out Action Campaign

Provision II.E.7 of the Regional MS4 Permit requires each Copermittee to implement, individually or with other Copermittees, a public education and participation program in accordance with the strategies identified in the Water Quality Improvement Plan to promote and encourage the development of programs, management practices, and behaviors that reduce the discharge of pollutants in storm water to the maximum extent practicable, prevent controllable non-storm water discharges from entering the MS4, and protect water quality standards in receiving waters. The public education and participation program must be implemented in accordance with the strategies in the Water Quality Improvement Plan described pursuant to provision B.3.b.(1).

Based on the findings presented in the January 2018 *Regional Permit Audit of Discharge Prohibitions* the City has failed to provide any information on its home page and Water Quality web page about the Overwatering is Out action campaign.

South Orange County Watershed Management Area Plan Strategies and Milestones: Prohibitions and Limitations Compliance Option

Provision II.B.3.c of the Regional MS4 Permit provides each Copermittee with the option to utilize the implementation of the Water Quality Improvement Plan to demonstrate compliance with the requirements of provisions A.1.a, A.1.c, A.1.d, A.2, and A.3.b within a Watershed Management Area (WMA). The South Orange County Copermittees have incorporated provision B.3.c of the Regional MS4 Permit for the South Orange County WMA Plan. The South Orange County WMA Plan implements the Prohibitions and Limitations Compliance Option and establishes numeric goals, strategies, and annual milestones to meet the requirements of provision B.3.c for the high priority water quality conditions and priority water quality conditions, as specified in the approved South Orange County Water Quality Improvement Plan, and associated pollutants for estuaries, lagoons, ocean waters, and inland receiving waters.

Based on the findings presented in the January 2018 *Regional Permit Audit of Discharge Prohibitions* the South Orange County Copermittees, which includes the City, are relying on compliance with the requirements of provision B.3.c through a significant level of non-structural Best Management Practice (BMP) strategies inclusive of the reduction of over-irrigation, the Overwatering is Out campaign, and implementation of their JRMPs. South Orange County Copermittees also rely on these non-structural BMP strategies to meet the requirements of the Bacteria Total Maximum Daily Load schedules. The San Diego Water Board will be closely reviewing the South Orange County Copermittees

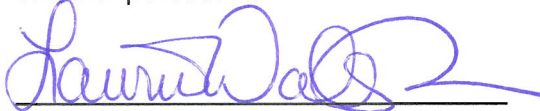
implementation of the strategies and milestones identified for provision B.3.c requirements in the South Orange County Copermittees next Water Quality Improvement Plan annual report and JRMP annual reports. The evaluation by the San Diego Water Board will include whether or not the South Orange County Copermittees should remain enrolled under provision B.3.c.

C. Summary of Potential Enforcement Options

The violation cited above may subject the City to additional enforcement by the San Diego Water Board, including a potential civil liability assessment of up to \$10,000 per day of violation, pursuant to Water Code sections 13385 and/or 13399.33. The San Diego Water Board may also administer any of the following enforcement actions:

Other Potential Enforcement Actions	Applicable Water Code Section
Technical or Investigative Order	Sections 13267 or 13383
Cleanup and Abatement Order	Section 13304
Cease and Desist Order	Sections 13301 – 13303
Time Schedule Order	Sections 13300, 13308
Administer Civil Liability	Sections 13265, 13323

In addition, the San Diego Water Board may refer the matter to other agencies, refer the matter to the State Attorney General for injunctive relief, or refer the matter to the municipal or District Attorney for criminal persecution.



Laurie Walsh, P.E.
 Senior Water Resource Control Engineer

Tech Staff Info & Use	
Enforcement ID	429883
Violation ID	867007
Inspection ID	2038334
WDID	9 30M1000288
Order No.	R9-2013-0001, as amended by Orders Nos. R9-2015-0001 and R9-2015-0100
NPDES No.	CAS0109266



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 13, 2018
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: San Diego Gas & Electric Rate Structure

RECOMMENDATION: That the City Council direct staff to work cooperatively with San Diego Gas & Electric and other interested stakeholders to lobby the California Public Utilities Commission to make certain policy changes that will result in lower electricity bills for Laguna Hills rate payers.

SUMMARY:

At the October 9, 2018, City Council meeting, Mayor Carruth requested that an item be placed on the November 13, 2018, agenda to discuss the higher than expected electricity bills this past summer paid by rate payers in Laguna Hills who are served by San Diego Gas & Electric (SDG&E). By unanimous consensus, the Council agreed to have the item agendaized.

Duane Cave, the External Affairs Manager for SDG&E, will be at the meeting to make a presentation on SDG&E's efforts to lobby the California Public Utilities Commission (CPUC) to eliminate certain charges and change the existing climate zone designation from coastal to inland. If the City Council is in agreement with the planned efforts of SDG&E, staff is recommending that the Council direct staff to work cooperatively with SDG&E and other interested stakeholders in advocating changes with the CPUC that will result in lower electricity bills.

FISCAL IMPACT:

SDG&E generally serves the south half of the City. A reduction in electricity rates will not only save money for residents and businesses within their service area, but will also save the money for the City. Last fiscal year, the City paid SDG&E \$521,854.