



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
NOVEMBER 10, 2015
Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Dore J. Gilbert, M.D., Mayor

**Barbara Kogerman, Mayor Pro Tempore
Andrew Blount, Council Member**

**Melody Carruth, Council Member
Don Sedgwick, Council Member**

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

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

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

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

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

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - RECONVENING 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 KOGERMAN

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 TESSIE MIRAKI.

1.2 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN UPDATE FROM CHAIR KAREN ROBBINS ON THE 3/5 DARK HORSE COMMITTEE.

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 27, 2015, REGULAR MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE OCTOBER 27, 2015, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED NOVEMBER 10, 2015

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$683,337.98.

3.4 BECKENHAM STREET PARKING REGULATIONS

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A NO PARKING ZONE FROM 10:00 P.M. TO 6:00 A.M. ON THE SOUTH SIDE OF BECKENHAM STREET FROM 165 FEET EAST OF ACACIA LANE TO 405 FEET EASTERLY THEREOF."

3.5 PROGRESS PAYMENT NO. 4 AND CONTRACT CHANGE ORDER NO. 1 FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 4, IN THE NET AMOUNT OF \$72,556.99, TO LEHMAN CONSTRUCTION AND APPROVE CONTRACT CHANGE ORDER NO. 1, FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240.

- 3.6 COOPERATIVE AGREEMENT NO. C-5-3591 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR THE ARTERIAL PAVEMENT MANAGEMENT PROGRAM PROJECT, CIP NO. 175

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE COOPERATIVE AGREEMENT NO. C-5-3591 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR THE ARTERIAL PAVEMENT MANAGEMENT PROGRAM PROJECT, CIP NO. 175, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

- 3.7 COOPERATIVE AGREEMENT NO. 12-717 BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF LAGUNA HILLS FOR GENERAL TRAFFIC SIGNAL SYNCHRONIZATION, CIP NO. 168E, LA PAZ ROAD AT I-5

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE COOPERATIVE AGREEMENT NO. 12-717 BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF LAGUNA HILLS FOR GENERAL TRAFFIC SIGNAL SYNCHRONIZATION, CIP NO. 168E, LA PAZ ROAD AT I-5, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

- 3.8 PROGRESS PAYMENT NO. 1 FOR CIVIC CENTER SITE IMPROVEMENTS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$263,616.45, TO HARDY AND HARPER, INC. FOR CIVIC CENTER SITE IMPROVEMENTS PROJECT.

- 3.9 CIVIC CENTER 1ST QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2015/2016

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

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 27, 2015

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE OCTOBER 27, 2015, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT**5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS**

6.1 City Manager

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

The next Regular Meeting of the City Council will be November 24, 2015, 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 6, 2015, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

November 6, 2015

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, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
OCTOBER 27, 2015**

CLOSED SESSION - CONVENING AT 6:30 PM

CALL TO ORDER

ROLL CALL

Present: Mayor Gilbert, Mayor Pro Tempore Kogerman, Council Member Carruth, Council Member Sedgwick.

Absent: Council Member Blount.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: 24031 El Toro Road, Suite 160, Laguna Hills, California

Agency Negotiator: Bruce Channing, City Manager, and Don White,
Assistant City Manager

Negotiating Parties: City of Laguna Hills and Braille Institute of America, Inc.
Under Negotiation: Price and Terms of Lease Payment

PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no Public Comments.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - RECONVENING AT 7:00 PM

CALL TO ORDER

Mayor Gilbert called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:03 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Gilbert, Mayor Pro Tempore Kogerman, Council Member Carruth, Council Member Sedgwick.

Absent: Council Member Blount.

PLEDGE OF ALLEGIANCE: MAYOR GILBERT

CLOSED SESSION REPORT

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Mayor Gilbert stated that there was no reportable action taken in Closed Session.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON TESSIE MIRAKI.

Mayor Gilbert took Item No. 3 out of order on the agenda.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR, WITH MAYOR PRO TEMPORE KOGERMAN REMOVING ITEM NO. 3.7, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE KOGERMAN.
APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).**

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

THE CITY COUNCIL WAIVED READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARED THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR OCTOBER 13, 2015, REGULAR MEETING

THE CITY COUNCIL APPROVED THE MINUTES OF THE OCTOBER 13, 2015, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED OCTOBER 27, 2015

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$765,955.45.

3.4 AUTHORIZATION TO PURCHASE AND INSTALL "HOT RED" RADIOS AS PART OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

THE CITY COUNCIL: (1) WAIVED COMPETITIVE FORMAL BIDDING REQUIREMENTS AND PROCEDURES SET FORTH IN THE LAGUNA HILLS MUNICIPAL CODE (LHMC) SECTION 3-08.080 AND AUTHORIZED THE SOLE SOURCE PROCUREMENT WITH REGARD TO APPROVAL OF A PURCHASE WITH MOTOROLA SOLUTIONS, AS IT IS HEREBY FOUND AND DETERMINED, PURSUANT TO LHMC SECTION 3-08.110, THAT THERE IS ONLY ONE VENDOR THAT CAN PROVIDE THE NECESSARY EQUIPMENT FOR USE IN THE COUNTYWIDE 800 MEGAHERTZ COMMUNICATIONS SYSTEM BASED ON THE INFORMATION PRESENTED HEREIN BY CITY STAFF; AND (2) AUTHORIZED THE PURCHASE AND INSTALLATION OF "HOT RED" RADIOS IN ACCORDANCE WITH THE JOINT AGREEMENT FOR THE OPERATION, MAINTENANCE, AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM.

3.5 FIRST QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2015/2016

THE CITY COUNCIL RECEIVED AND FILED THE REPORT.

3.6 SHENANDOAH DRIVE STREET IMPROVEMENTS

THE CITY COUNCIL DIRECTED STAFF TO SURVEY THE RESIDENTS OF SHENANDOAH DRIVE AS TO THEIR INTEREST IN THE CONSTRUCTION OF CONCRETE CURBS AND GUTTERS AS A PART OF THE FISCAL YEAR 2017-2019 CAPITAL IMPROVEMENT PROGRAM BUDGET PREPARATION.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.7 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAM PROJECT APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE EXTENDED ENVIRONMENTAL ANALYSIS AND PRELIMINARY ENGINEERING FOR THE FUTURE PASEO DE VALENCIA WIDENING PROJECT, CIP NO. 145

Mayor Pro Tempore Kogerman removed Item No. 3.7 for discussion.

Public Services Director Ken Rosenfield provided a brief overview of the Paseo de Valencia Widening Project, CIP No. 145, and clarified that staff is requesting authorization from City Council to seek additional grant funding to expand environmental studies and preliminary design work, and verified that no construction funding is being requested at this time.

THE CITY COUNCIL: (1) APPROVED THE SUBMISSION OF THE PROJECT APPLICATION UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAM; AND (2) ADOPTED RESOLUTION NO. 2015-10-27-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE SUBMISSION OF THE PASEO DE VALENCIA WIDENING PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAM, BY M/MAYOR PRO TEMPORE KOGERMAN, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

2. PUBLIC COMMENTS

PARKING – RIDGEFIELD COMMUNITY

Melissa Frueh, a resident of the Ridgefield Community, addressed the City Council regarding her concerns about the parking situation in her neighborhood. Ms. Frueh discussed the results of a parking control survey recently conducted by City staff and the Traffic Commission's recommendation as a result of that survey. The Traffic Commission's recommendation was to receive and file the report with no action taken as the survey results did not indicate enough support for permit parking controls. Ms. Frueh requested that the City Council and/or Traffic Commission reconsider the status of the request for permit parking on select streets in the Ridgefield Community.

Jean Merrell, a resident of the Ridgefield Community, presented the City Council with copies of a letter sent to the Director of Public Services and signed petitions requesting permit parking in the Ridgefield Community. Ms. Merrell stated that she feels this information illustrates the residents of the Ridgefield Community clearly want some type of parking regulation and requested City staff and City Council reconsider the Traffic Commission's recommendation.

Gary Koch, a resident of the Ridgefield Community, requested that City staff add this item to a future agenda to be addressed by City Council.

City staff and City Council engaged in a detailed discussion regarding this issue. City Council requested City staff revisit the request for permit parking controls in the Ridgefield Community and return to City Council with a staff report.

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:37 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Gilbert, Vice Chair Kogerman, Agency Member Carruth,
Agency Member Sedgwick.

Absent: Agency Member Blount.

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR OCTOBER 13, 2015

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE OCTOBER 13, 2015, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/VICE CHAIR KOGERMAN.
APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER BLOUNT ABSENT).**

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council meeting at 7:38 p.m. All Council Members were present with the exception of Council Member Blount.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

There was no City Manager report.

Mayor Gilbert took Item No. 6.3.1 out of order on the agenda.

6.3 Public Services Director/City Engineer

6.3.1 BECKENHAM STREET PARKING REGULATION

Mary Pruitt, a resident of the Acacia Knolls neighborhood, thanked City Council and City staff for their help with this issue and stated that she is in favor of a residential parking permit program on Beckenham Street.

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

Fred Buckhalter, a resident of Laguna Hills, suggested that City staff look at this issue from a different view and meet with the owners/managers of the four large apartment complexes in the City to address inadequate parking provided for residents as that is the root cause for the parking issues throughout the City.

Debbie Rey, a resident of Acacia Knolls and President of the Homeowner's Association, suggested that the south side of Beckenham Street be designated for permit parking only leaving the north side open for unrestricted parking.

Clyde Cantrell, a resident of Sunset Place, stated that he is in agreement that there is a parking problem on Beckenham Street.

Doris Palardy, a resident of Acacia Knolls, stated that the issues she planned to address have been discussed.

Kim Josephs, a resident of Sunset Place, requested that City Council postpone making a decision on this item until the Sunset Place Homeowner's Association and residents have time to review and respond.

Gary Steinberg, a resident of Sunset Place, stated that if Beckenham Street is approved for permit parking then Sunset Place also needs to have a permit parking regulation implemented and suggested that removing the overnight parking restriction on Laguna Hills Drive may be a solution to this parking issue.

Mary Lou Greenleaf, a resident of Acacia Knolls, stated that she is in favor of establishing a permit parking program for both Acacia Knolls and Sunset Place.

Ron Schaffer, a resident of Sunset Place, stated that he is in agreement that there are parking issues in the neighborhood and they need to be addressed.

DeeDee Gollwitzer, a resident of Sunset Place, requested that a permit parking program not be established on Beckenham Street until Sunset Place can also have a permit parking program established.

Tritia Humphrey, Arnel Regional Property Supervisor, stated that she is concerned about the complaints brought up during the meeting regarding residents of the Stockport Apartments and said she would like to involve the Arnel Corporate Office in making decisions that may help alleviate these issues.

THE CITY COUNCIL MADE A MOTION TO RETURN THIS ITEM TO TRAFFIC COMMISSION FOR ADDITIONAL CONSIDERATION AND INSTRUCTED THE ENACTMENT OF A TEMPORARY NO PARKING ZONE IF AUTHORIZED BY THE MUNICIPAL CODE AND, IF NOT, TO BRING BACK TO CITY COUNCIL BY RESOLUTION AT THE NOVEMBER 10, 2015, CITY COUNCIL MEETING, BY M/MAYOR PRO TEMPORE KOGERMAN, S/MAYOR GILBERT. APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

6.2 Assistant City Manager

6.2.1 OVERVIEW AND UPDATE ON OC ANIMAL CARE OPERATIONS AND NEW SHELTER UPDATE

Assistant City Manager Don White reviewed the information in the Staff Report in detail and provided a PowerPoint presentation.

Tom McCabe, a resident of Laguna Hills and member of the Orange County Grand Jury, discussed the two reports written by the Grand Jury regarding the Animal Shelter and suggested that City Council consider not only the facility issue but also the issue with facility management.

Tom Epperson, a resident of Laguna Hills, voiced his concerns regarding the overview and update on the Orange County Animal Care operations and the new facility.

Jean Bland, a resident of Laguna Hills, stated that she is available for questions as needed.

Mayor Pro Tempore Kogerman addressed City Council regarding her concerns about information provided in the Staff Report.

Mayor Gilbert stated that the City of Mission Viejo's 2005 Proposal for Animal Services was rejected based on higher costs and concerns over liability, cost containment, and revenue generation. Mayor Gilbert proposed that City Council direct staff to formulate a few detailed questions regarding previous concerns over the comparative operating costs, liability protections, cost containment, revenue generation, term of contract, and any other pertinent matters and send those questions to the City of Mission Viejo and, if they are interested, to pursue a formal process of Request for Proposal.

THE CITY COUNCIL: (1) DIRECTED STAFF TO SEND A LETTER TO THE CITY OF MISSION VIEJO REQUESTING SPECIFIC INFORMATION WITH REGARDS TO POTENTIALLY PROVIDING ANIMAL SERVICES TO THE CITY OF LAGUNA HILLS; AND (2) RECEIVED AND FILED THE REPORT, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER SEDGWICK. APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

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

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

8. CITY COUNCIL MEMBER COMMENTS

MAYOR PRO TEMPORE KOGERMAN

Mayor Pro Tempore Kogerman reported that Vector Control has confirmed the presence of the Aedes Aegypti (Yellow Fever) mosquito in Laguna Hills which is capable of carrying dengue fever, chikungunya, and yellow fever. She also reported that 50% of mosquitoes being captured in Orange County are carrying the West Nile Virus.

COUNCIL MEMBER CARRUTH

Council Member Carruth reported that she attended the Marching Band Competition at Laguna Hills High School and stated that it was an incredible event. She also thanked Public Services Director Rosenfield for working with Laguna Hills High School in finding a solution for parking at the event.

Council Member Carruth reported that she attended the South Orange County Economic Coalition Transportation Forum on Friday, October 23, 2015, which provided an update on transportation projects and included representatives from the OCTA, MetroLink, and the TCA. Council Member Carruth stated that she would like to have a representative from the TCA make a presentation at an upcoming City Council meeting.

COUNCIL MEMBER SEDGWICK

Council Member Sedgwick reported that he attended the OCFA Open House on October 24, 2015, and stated that it was well attended and a great event. Council Member Sedgwick reported that Governor Brown vetoed a bill regarding the use of drones which the OCFA had been in support of.

MAYOR GILBERT

Mayor Gilbert thanked the City Council for tackling two very difficult issues on the agenda tonight in a very collegial way.

ADJOURNMENT

There being no further business at the City Council at this session, Mayor Gilbert adjourned the City Council at 10:41 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

DORE J. GILBERT, M.D., MAYOR

APPROVED AT MEETING OF NOVEMBER 10, 2015.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 10, 2015
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED NOVEMBER 10, 2015.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$683,337.98.

SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:



DONALD J. WHITE
Assistant City Manager

11-2-15

DATE

FISCAL IMPACT:

The warrant register total is \$683,337.98.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 11/10/15

Date: 10/29/2015

Time: 1:56 pm

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8809988	10/22/2015	Printed		A-0304	AU-YEUNG, MELISSA	Travel Advance, MMASC, Oct '15	225.00
8809989	10/22/2015	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Gen Gov, Oct	221.41
8809990	10/22/2015	Printed		C-0023	COX COMMUNICATION	T1 Line- CH, Signal System, Oct	502.42
8809991	10/22/2015	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 10/13-11/9	83.16
8809992	10/22/2015	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Pub Svcs, Aug-Sep	19,440.78
8809993	10/22/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund Permit Fees, CR# 51950	158.00
8809994	10/22/2015	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	G. Ataii, V# 2003610.002	500.00
8809995	10/22/2015	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	A. Yu, V# 2003611.002	250.00
8809996	10/22/2015	Printed		R-1841	ROSENFELD, KEN	Travel Reimb, Eng, Oct '15	2,192.05
8809997	10/22/2015	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Comm Ctr, Sep	34,881.67
8809998	10/22/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites & TC, Sep '15	9,240.74
8809999	10/22/2015	Printed		S-1907	SPRINT	Communication Expense, CS, Sep	87.25
8810000	10/29/2015	Printed		A-0169	A-1 FENCE COMPANY	City Fencing Repairs, Oct '15	1,884.00
8810001	10/29/2015	Printed		A-0130	AAA AWARDS & MONOGRAMMING	Operating Supplies, Pol Svcs	30.78
8810002	10/29/2015	Printed		A-0233	ALISO CREEK PRINTING	Printing, Parking Permits, PSvc	914.98
8810003	10/29/2015	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 9/27-10/10	4,029.60
8810004	10/29/2015	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, Sep '15	11,661.25
8810005	10/29/2015	Printed		A-0331	AT&T MOBILITY	Wireless Service, Oct '15	63.02
8810006	10/29/2015	Printed		A-0309	AT&T- CALNET 2	Traf Sig, PW, Alarm, CC, Oct	88.62
8810007	10/29/2015	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure, Oct	17,819.83
8810008	10/29/2015	Printed		B-0304	BEE MAN, THE	Bee Removal, Pub Svcs, Oct	596.00
8810009	10/29/2015	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs, Pub Svcs, Oct	69.00
8810010	10/29/2015	Printed		C-1160	CALIFORNIA SPECIAL DISTRICTS	Membership, 2016	1,156.00
8810011	10/29/2015	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, Sep '15	111,082.49
8810012	10/29/2015	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Computer & Office Supplies, Oct	232.87
8810013	10/29/2015	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Aug '15	2,831.58
8810014	10/29/2015	Printed		C-0023	COX COMMUNICATION	Cable TV WiFi Svcs CC T-1 Line	474.69
8810015	10/29/2015	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, Sep	481.71
8810016	10/29/2015	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Oct '15	24.61
8810017	10/29/2015	Printed		F-0717	FIELDTURF, USA, INC.	Progress Payment # 1 CIP # 240	260,485.29
8810018	10/29/2015	Printed		H-0829	HARTZOG & CRABILL, INC.	Traf Signal Mgmt Svs, Sep '15	5,526.62
8810019	10/29/2015	Printed		H-0934	HOME DEPOT	Program Supplies, CS, Oct '15	91.78
8810020	10/29/2015	Printed		I-0920	ICMA	Membership 2016	1,400.00
8810021	10/29/2015	Printed		I-0965	INT'L COUNCIL OF SHOPPING	Membership, City Council	50.00
8810022	10/29/2015	Printed		I-0960	IRV SEAVER MOTORCYCLES	Motorcycle Maint, PS, Oct	531.95
8810023	10/29/2015	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	4,010.87
8810024	10/29/2015	Printed		C-1007	LAW ENFORCEMENT	Comm 800MHz Allocation, 1st Qt	6,183.69
8810025	10/29/2015	Printed		L-1374	LEHMAN CONSTRUCTION, INC.	Progress Payment #04, CIP# 240	72,556.99
8810026	10/29/2015	Printed		M-1529	MERCURY DISPOSAL SYSTEM, INC.	Battery & Lightbulb Recycle	408.38
8810027	10/29/2015	Printed		M-1396	MONOGRAM MAGIC	Maintenance, Uniform, PS	211.62
8810028	10/29/2015	Printed		M-1583	MOORE IACOFANO GOLTSMAN, INC.	Reimbursable Planning Fees	8,250.00
8810029	10/29/2015	Printed		N-1487	NUVIS	Reimbursable Planning Fees	4,980.00
8810030	10/29/2015	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies, Oct	578.23
8810031	10/29/2015	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Sep	1,849.25
8810032	10/29/2015	Printed		R-1830	RALPHS GROCERY COMPANY	Program Expense, CS, Sep - Oct	43.36
8810033	10/29/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Pool Bond, CR# 50561	500.00
8810034	10/29/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Grading Per., CR#46493	764.58
8810035	10/29/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Grading Per., CR#47065	764.58

Check Register Report

Warrant Register 11/10/15

Date: 10/29/2015

Time: 1:56 pm

Page: 2

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8810036	10/29/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Grading Per., CR#47122	447.09
8810037	10/29/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Grading Per., CR#46390	316.00
8810038	10/29/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Grading Per., CR#46004	940.24
8810039	10/29/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Grading Per., CR#44707	454.34
8810040	10/29/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Encroachment, CR#51054	500.00
8810041	10/29/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, C&D Deposit, CR# 50468	5,530.00
8810042	10/29/2015	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	R. Thomas, V# 2003613.002	30.00
8810043	10/29/2015	Printed		R-1890	REFUND, FACILITY RENTAL FEE	M. Alicea, V# 2003612.002	135.00
8810044	10/29/2015	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	5,000.00
8810045	10/29/2015	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenish, Oct '15	809.77
8810046	10/29/2015	Printed		R-1855	RICHARD FISHER ASSOCIATES	CIP# 240, 241, 410 & 615	6,253.48
8810047	10/29/2015	Printed		S-2239	SOCAL OFFICE TECHNOLOGIES	Copier Usage, CC,7/22-10/21	1,033.05
8810048	10/29/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites & TC, Oct '15	1,942.10
8810049	10/29/2015	Printed		S-2250	SPARKLETT'S	Operating Sup., CS & CH, Oct	194.76
8810050	10/29/2015	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Sep '15	10,091.20
8810051	10/29/2015	Printed		T-2693	TELEPACIFIC COMMUNICATIONS	Communications Expense, Nov	1,140.62
8810052	10/29/2015	Printed		T-2042	TRAUMA INTERVENTION PROGRAMS	Community Program, TIP,Oct-Dec	910.32
8810053	10/29/2015	Printed		U-2121	U.S. POSTAL SERVICE	Postage, City Views, Nov	2,500.00
8810054	10/29/2015	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Oct '15	1,203.84
8810055	10/29/2015	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Sep '15	24,653.00
8810056	10/29/2015	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Sep	193.67
8810057	10/29/2015	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Sep	27,750.33
8810058	10/29/2015	Printed		X-2400	XEROX CORPORATION	Copier Lease & Usage, Sep '15	898.47
Total Checks: 71					Checks Total (excluding void checks):		683,337.98
Total Payments: 71					Bank Total (excluding void checks):		683,337.98
Total Payments: 71					Grand Total (excluding void checks):		683,337.98



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 10, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: BECKENHAM STREET PARKING REGULATIONS

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A NO PARKING ZONE FROM 10:00 P.M. TO 6:00 A.M. ON THE SOUTH SIDE OF BECKENHAM STREET FROM 165 FEET EAST OF ACACIA LANE TO 405 FEET EASTERLY THEREOF."

SUMMARY:

In response to a complaint by a resident regarding overnight parking along Beckenham Street and the disturbances caused by it, the Traffic Commission, at its September 16, 2015 meeting, recommended to the City Council the establishment of a permit parking regulation from 10:00 p.m. to 6:00 a.m. on the entirety of Beckenham Street for the benefit of the residents of the Acacia Knolls and Sunset Place communities. This item was reviewed by the City Council at its October 27, 2015 meeting. The City Council directed staff to create a no overnight parking restriction along the south side of Beckenham Street adjacent to the Acacia Knolls community as an interim measure to temporarily address the parking issue. The concept of a permit parking regulation was referred back to the Traffic Commission for further evaluation. Approval of the attached Resolution is recommended.

BACKGROUND:

Beckenham Street is two-way collector street between Paseo de Valencia and Wilkes Place with a 30 mile per hour speed limit. It provides access to commercial businesses, residential areas, and Beckenham Park. There is a fire gate barricade which closes the street to through traffic at the Beckenham Street/Wilkes Place intersection. There are "No Parking Any Time" zones along segments of Beckenham Street that have been established to provide drivers with unrestricted visibility of approaching traffic when exiting the side streets of Sunset Place and Acacia Lane on the south side of the street and the commercial driveways on the north side of the street.

At previous Traffic Commission and City Council meetings, Acacia Knolls residents stated their concerns with overnight parking along Beckenham Street and the disturbances caused by pick-up and drop-off of vehicles during late night hours. The Traffic Commission reviewed the matter at its September 16, 2015 meeting, and recommended to the City Council the establishment of a permit parking regulation from 10:00 p.m. to 6:00 a.m. on the entirety of Beckenham Street for the benefit of the residents of the Acacia Knolls and Sunset Place communities.

At the October 27, 2015, City Council meeting, the residents of Sunset Place stated their concerns regarding the establishment of an overnight permit parking regulation on Beckenham Street. Their primary concern being that out-of-neighborhood vehicles were likely to move from Beckenham Street to Sunset Place and over-utilize the available parking supply on this fronting residential street. These residents requested additional time to evaluate the permit parking regulation.

The City Council, upon discussion, determined to only restrict overnight parking along the south side of Beckenham Street adjacent to the Acacia Knolls community as an interim measure to address the noise and disturbance complaint at this location. A Resolution to implement this parking regulation is attached. It was also directed that a permit parking regulation be referred back to the Traffic Commission for further evaluation.

FISCAL IMPACT:

The installation of two signs restricting parking on Beckenham Street has an estimated cost of \$500. Funds are available for this work in the Fiscal Year 2015/2016 Public Works Maintenance Budget.

ATTACHMENTS:

- Resolution
- Vicinity Map

RESOLUTION NO. 2015-11-10-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A NO PARKING ZONE FROM 10:00 P.M. TO 6:00 A.M. ON THE SOUTH SIDE OF BECKENHAM STREET FROM 165 FEET EAST OF ACACIA LANE TO 405 FEET EASTERLY THEREOF

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

WHEREAS, Beckenham Street is a collector street with no residential frontage and currently controlled by several No Parking Anytime restrictions at select locations; and

WHEREAS, Acacia Knolls residents have requested that on-street parking on Beckenham Street be restricted due to noise and disturbance generated by out-of-neighborhood late night parking; and

WHEREAS, it has been determined by City staff that restricting parking from 10:00 P.M. to 6:00 A.M. on a portion of Beckenham Street does not create any adverse parking shortages or traffic safety concerns; and

WHEREAS, the City Council, at the meeting of October 27, 2015, directed staff to restrict overnight parking along the south side of Beckenham Street adjacent to the Acacia Knolls community; and

WHEREAS, pursuant to Vehicle Code Section 22507, the parking of any type of vehicle on certain streets or highways may be prohibited or restricted by a general law city, during all or certain hours of a day, where signs or markings giving adequate notice of such regulations have been placed.

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

SECTION 1. There is hereby established a "No Parking 10:00 P.M. to 6:00 A.M." zone on the south side of Beckenham Street from 165 feet east of Acacia Lane to 405 feet easterly thereof.

SECTION 2. The City Engineer is directed to and shall cause signs and/or markings to be placed giving notice of such prohibitions as necessary to implement the parking regulations established herein.

PASSED, APPROVED, AND ADOPTED this 10TH day of November 2015.

DORE J. GILBERT, M.D., 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. x adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 10TH day of November 2015, by the following vote:

AYES:

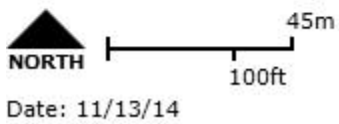
NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



VICINITY MAP





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 10, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: PROGRESS PAYMENT NO. 4 AND CONTRACT CHANGE ORDER NO. 1
FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD
IMPROVEMENTS PROJECT, CIP NO. 240**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 4, IN THE NET AMOUNT OF \$72,556.99, TO LEHMAN
CONSTRUCTION AND APPROVE CONTRACT CHANGE ORDER NO. 1, FOR
LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS
PROJECT, CIP NO. 240.**

SUMMARY:

Work on the Laguna Hills Community Center Softball Field Improvements Project, CIP No. 240, began on July 20, 2015, and is being performed by Lehman Construction. Work performed in September and October includes installation of poles and netting, chain link gates and posts, chain link fabric, grading for an access ramp, and installation of lighting improvements. The contractor has submitted the fourth progress payment request for approval. In addition, Contract Change Order No. 1 is proposed for approval to address a variety of miscellaneous extra work on the project.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for this project, Lehman Construction, has submitted the fourth progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Clearing and Grubbing	0.05	LS	\$56,858.00	\$2,842.90
3	On-site grading for access ramp	30	CY	\$55.00	\$1,650.00
5	Construct wing wall with precast cap	6.4	LF	\$260.00	\$1,664.00
6	Construct 6" PVC Sleeving	25	LF	\$26.00	\$650.00
7	Construct 6" Concrete paving for access ramp	400	SF	\$11.50	\$4,600.00
10	Prep and paint outfield walls	750	SF	\$1.00	\$750.00
11	Purchase and install backstop netting	.10	LS	\$5,000.00	\$500.00
12	Purchase and install 50' high poles and netting	15	LF	\$465.00	\$6,975.00
13	Purchase and install 60' high poles and netting	19	LF	\$745.00	\$14,155.00
14	Purchase and install 10' high chain link gate and post	2	EA	\$2,975.00	\$5,950.00
15	Purchase and install 8' high chain link gate and post	2	EA	\$2,393.00	\$4,786.00
16	Construct metal plate over v-ditch	1	LS	\$3,828.00	\$3,828.00
18	Purchase and install chain link fabric	1,350	SF	\$7.50	\$10,125.00
19	Purchase and install tension bars at backstop	75	LF	\$50.80	\$3,810.00
23	Purchase and install aggregate base	49	CY	\$77.00	\$3,773.00
30	Purchase and install Musco electrical lighting improvements	0.05	LS	\$165,710.00	\$8,285.50
38	Install 3" layer of salvaged brick dust outside right field area	1.69	LS	\$1,202.00	\$2,031.38
TOTAL TO DATE				\$644,617.48	
LESS PRIOR BILLING				\$568,241.70	
TOTAL THIS PERIOD				\$76,375.78	\$76,375.78
LESS 5% RETENTION					\$(3,818.79)
DUE					\$72,556.99

CONTRACT CHANGE ORDER

Contract Change Order No. 1, attached, has been prepared to address a variety of miscellaneous extra work on the project. As described in the Change Order, the extra

work entailed modifications and additions to the irrigation system, wall repairs and modification of the back stop, regrading of the infield to improve drainage, remediation of wet subgrade and changes to the access ramp grades, repair to valve boxes, and fence and gate modifications. Approval of Contract Change Order No.1 is recommended.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Laguna Hills Community Center Softball Field Improvements Project, CIP No. 240.

ATTACHMENTS:

- Contract Change Order No. 1

CITY OF LAGUNA HILLS CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NO. 1

SHEET 1 OF 2 SHEETS

PROJECT: Community Center Softball Field Improvements, CIP No. 240

CONTRACTOR: Lehman Construction, Inc.

In accordance with contract provisions, the following changes in the contract and/or contract work are hereby authorized and as compensation therefore, the following addition to or deductions from the contract price are hereby approved.

Note: This change order is not effective until approved by the City Engineer.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment is actually used and no allowance will be made for idle time.

1. Irrigation modifications, additional mainline, three quick couplers Agreed Price, 8-17-15	\$3,624.24
2. Outfield wall repair, additional paint and modification of backstop board connection system. Time and Materials, 9-1-15	\$5,066.76
3. Regrade infield to address low area for drainage as directed Time and Materials, 9-1-15	\$6,721.54
4. Remediate wet grade, lower catch basin and raise ramp as directed Time and Materials, 9-1-15	\$8,004.32
5. Repair valve boxes, add ledger and modify brick dust area Time and Materials, 10-14-15	\$4,301.23
6. Fence modifications third base and modified gate entry height Agreed Price, 9-1-15	\$12,388.86

Increase \$ 40,106.95 Decrease \$

By reason of this order the time of completion will be adjusted as follows: Add 20 Working Days

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules.

Extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other, work under this Contract:

The signing of this Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

SUMMARY OF CONTRACT TIME

Notice to Proceed Date:		7/20/15
Original Contract Time:	90	
Original Completion Date:		11/24/15
Time Extension this C.O.:	20	
Total Contract Time Extension:	20	
Revised Contract Time:	110	
Revised Final Completion Due Date:		12/24/15
Time Subject to Liquidated Damages:	0	
Actual Final Completion Date:	0	

Original Contract Price	\$716,121.00
Prev. Authorized Changes	\$ 0
This Change (Add)	\$ 40,106.95
Amended Contract Price	<u>\$756,227.95</u>

If the Contractor does not sign acceptance of this order, his attention to the requirements of the specifications as to proceeding with the order work and filing a written protest within the time therein specified.

Approved by:

Accepted by:

Director of Public Services

Date

Contractor

Date



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 10, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: COOPERATIVE AGREEMENT NO. C-5-3591 BETWEEN ORANGE COUNTY
TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR THE
ARTERIAL PAVEMENT MANAGEMENT PROGRAM PROJECT, CIP NO. 175**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE COOPERATIVE
AGREEMENT NO. C-5-3591 BETWEEN ORANGE COUNTY TRANSPORTATION
AUTHORITY AND CITY OF LAGUNA HILLS FOR THE ARTERIAL PAVEMENT
MANAGEMENT PROGRAM PROJECT, CIP NO. 175, AND AUTHORIZE THE CITY
MANAGER TO EXECUTE THE AGREEMENT.**

SUMMARY:

The Orange County Transportation Authority (OCTA) locally administers Federal funds for the Regional Surface Transportation Program (RSTP) and last year offered cities an opportunity to compete for these funds for use on arterial highway pavement rehabilitation projects. The City was successful in receiving a \$500,000 grant of these RSTP funds to be matched with local funds. In order to proceed with the use of these funds, it is necessary to enter into a Joint Agreement with OCTA setting the parameters on the use of the funds. The City will utilize the RSTP funding for the Arterial Highway Pavement Rehabilitation Project, CIP No. 175, and approval of the attached Agreement is recommended.

BACKGROUND:

The RSTP is a part of the Federal highway funding program known as the Moving Ahead for Progress in the 21st Century Act (MAP-21) and provides local agencies with funding for pavement rehabilitation projects. The OCTA is the local transportation agency that allocates the grant funds and last year issued a call for projects. Caltrans administers the use of Federal funds. The City submitted a project and successfully received a \$500,000 grant of Federal funds for pavement rehabilitation purposes. The funding requires a local match, please see the Fiscal Impact.

The City's use of these funds is for the Arterial Highway Pavement Rehabilitation Project, CIP No. 175, which will rehabilitate the pavements on five arterial highway segments as follows:

- 1) Alicia Parkway from East City Limits to east of Moulton Parkway.
- 2) Cabot Road from Oso Parkway to South City Limits.
- 3) Cabot Road from north of Rapid Falls Road (North City Limits) to South City Limits
- 4) Los Alisos Boulevard from Paseo de Valencia to East City Limits
- 5) Paseo de Valencia from La Paz Road to Cabot Road

The use of these Federal funds requires the approval of an additional agreement with OCTA setting forth the parameters on the use of these funds. Approval of the attached Agreement is recommended.

The Arterial Highway Pavement Rehabilitation Project, CIP No. 175, is anticipated to begin construction in July 2016.

FISCAL IMPACT:

The Arterial Highway Pavement Rehabilitation Project, CIP No. 175, is funded in the current Capital Improvement Program Two-Year Budget in the amount of \$1,270,000. Five Hundred Thousand (\$500,000) of Federal funds for construction and \$770,000 of Gasoline Tax Funds for design and construction are allocated to the project.

CEQA FINDINGS:

The Arterial Highway Pavement Rehabilitation Project, CIP No. 175, will require both National Environmental Policy Act (NEPA) clearance and California Environmental Quality Act (CEQA) clearance. Staff is working with Caltrans on these documents and will present them to City Council with the project approval.

ATTACHMENTS:

- Cooperative Agreement No. C-5-3591

1 **COOPERATIVE AGREEMENT NO. C-5-3591**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **CITY OF LAGUNA HILLS**

6 **FOR**

7 **THE ARTERIAL PAVEMENT MANAGEMENT PROGRAM PROJECT**

8 **5 SEGMENTS - ALICIA PARKWAY, CABOT ROAD, LOS ALISOS BOULEVARD,**

9 **& PASEO DE VALENCIA REHABILITATION PROJECTS**

10
11 **THIS COOPERATIVE AGREEMENT** is effective this _____ day of _____

12 2015, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box
13 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter
14 referred to as "AUTHORITY"), and City of Laguna Hills, California, a municipal corporation duly
15 organized and existing under the constitution and laws of the State of California (hereinafter referred to
16 as "CITY").

17 **RECITALS:**

18 **WHEREAS**, AUTHORITY and CITY desire to enter into a Cooperative Agreement to define the
19 roles and responsibilities related to funding between AUTHORITY and CITY for construction of
20 5 Segments - Alicia Parkway, Cabot Road, Los Alisos Boulevard, & Paseo De Valencia Rehabilitation
21 Projects as defined in the scope of work provided in the Arterial Pavement Management Program 2014
22 Call for Projects Application, herein incorporated by reference; (hereinafter referred to as "PROJECT");
23 and

24 **WHEREAS**, the Arterial Pavement Management Program is funded with Regional Surface
25 Transportation Program (hereinafter referred to as "RSTP") funds; and

26 **WHEREAS**, the RSTP program is authorized under Moving Ahead for Progress in the 21st

Century (MAP-21) Federal Transportation Act; and

WHEREAS, CITY is an eligible sub-recipient of Federal funding under the RSTP program, and PROJECT is eligible for RSTP funding contingent on California Department of Transportation (hereinafter referred to as "Caltrans") and the Federal Highway Administration (hereinafter referred to as FHWA) approval; and

WHEREAS, on January 12, 2015, AUTHORITY's Board of Directors, approved providing funding of up to Five Hundred Thousand Dollars (\$500,000) in RSTP funds to be matched with Seven Hundred Seventy Thousand Dollars (\$770,000) in CITY funds for the construction phase; and

WHEREAS, CITY and AUTHORITY agree that the total full funding for PROJECT including construction management and construction shall be One Million, Two Hundred Seventy Thousand Dollars (\$1,270,000) in accordance with Exhibit A, entitled "Arterial Pavement Management Program Funding Plan", which is attached herein and incorporated by reference; and

WHEREAS, AUTHORITY and CITY agree that RSTP funding for PROJECT is contingent upon funding being available through MAP-21 and PROJECT maintaining its eligibility for this funding; and

WHEREAS, AUTHORITY and CITY agree that Caltrans and FHWA authorization is required following AUTHORITY's amendment to the Federal Transportation Improvement Program (hereinafter referred to as "FTIP"), and in order to proceed or commence each phase of PROJECT for performance under this Cooperative Agreement; and

WHEREAS, AUTHORITY is responsible for programming the funds to specific projects within Orange County; and Caltrans administers the RSTP program on behalf of the FHWA and is responsible for acquiring federal approvals for PROJECT on behalf of CITY, determining federal eligibility, compliance with federal requirements, and reimbursement for project activities; and

WHEREAS, CITY agrees that AUTHORITY reserves the right to change the fund source programmed to the PROJECT; and

WHEREAS, CITY agrees to act as lead agency for construction engineering, construction management and construction of PROJECT; and

1 **WHEREAS**, this Cooperative Agreement defines the specific terms and conditions and funding
2 responsibilities between AUTHORITY and CITY (hereinafter collectively referred to as "Parties" or
3 individually as "Party") for completion of PROJECT; and

4 **WHEREAS**, CITY's Council approved the Cooperative Agreement on _____day of
5 _____ 2015.

6 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as
7 follows:

8 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

22 C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s)
23 or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to
24 such performance or to future performance of such term(s) or condition(s), and AUTHORITY's
25 obligation in respect thereto shall continue in full force and effect. Changes to any portion of this
26 Agreement shall not be binding upon CITY except when specifically confirmed in writing by an

1 authorized representative of CITY by way of a written amendment to this Agreement and issued in
2 accordance with the provisions of this Agreement.

3 **ARTICLE 2. SCOPE OF AGREEMENT**

4 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
5 subjects and projects addressed herein. Both AUTHORITY and CITY agree that each will cooperate
6 and coordinate with the other in all activities covered by this Agreement and any other supplemental
7 agreements that may be required to facilitate purposes thereof.

8 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

9 AUTHORITY agrees to the following responsibilities for PROJECT:

10 A. AUTHORITY shall formally request on behalf of CITY that the Southern California
11 Association of Governments (hereinafter referred to as "SCAG") amend the FTIP to program up to the
12 amount in accordance with the funding plan outlined in Exhibit A, whereby AUTHORITY's performance
13 under this Cooperative Agreement is contingent upon SCAG, Caltrans and FHWA approval.

14 B. AUTHORITY shall provide assistance to CITY in securing the RSTP funds.

15 C. AUTHORITY shall not be obligated to program any amount beyond what has been
16 identified in this Agreement and what is ultimately approved for the PROJECT by Caltrans and FHWA.

17 D. AUTHORITY shall process any required FTIP amendments.

18 E. AUTHORITY shall review and approve CITY's request for obligation of RSTP funds prior
19 to submittal to Caltrans District 12.

20 F. AUTHORITY may cancel projects for which CITY has not submitted request for
21 authorization to proceed (hereinafter referred to as "E-76 Request") or has not advanced PROJECT to
22 ready-to-list stage as determined by Caltrans guidelines by February 1 of the fiscal year identified in
23 Exhibit A as required in Article 4, paragraph E.

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ARTICLE 4. RESPONSIBILITIES OF CITY

CITY agrees to the following responsibilities for PROJECT:

A. CITY shall act as the lead agency for the construction engineering, construction and construction management of PROJECT.

B. CITY shall comply with all local, state, and federal project delivery requirements including but not limited to Disadvantaged Business Enterprise, American with Disabilities Act, and Buy America provisions.

C. CITY shall submit National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) environmental documentation to Caltrans for approval by November 1 of the programming fiscal year as provided in the project schedule in Exhibit A.

D. CITY is responsible for preparing and submitting to AUTHORITY an Engineer's Estimate of PROJECT cost ninety (90) days prior to E-76 Request, and no later than November 1 of the fiscal year identified in Exhibit A.

E. CITY is responsible for preparing and submitting all necessary Caltrans-required documentation including E-76 Request. CITY agrees to submit an E-76 Request to Caltrans District 12 by February 1 of the fiscal year identified in Exhibit A.

F. CITY acknowledges that if the E-76 Request is not submitted to Caltrans with a copy to AUTHORITY by February 1, or CITY has not advanced PROJECT to ready-to-list stage as determined through Caltrans guidelines by this date, the proposed funding shall be cancelled by AUTHORITY.

G. CITY acknowledges that they will not advertise for construction until the E-76 request is approved by FHWA

H. CITY shall provide Sixty-One Percent (61%) of the Construction costs in CITY funds as the required local match consistent with Exhibit A. Any savings recognized in the Construction Phase will be credited or reimbursed proportionally to the amount contributed to the Construction phase by each fund type.

I. CITY shall invoice Caltrans at minimum once every six (6) months.

J. CITY agrees that any cost overruns shall be the responsibility of CITY.

K. CITY shall submit semi-annual status reports for PROJECT to AUTHORITY due on March 1 for the prior six (6) month period (July through December), and due on September 1 for the prior six (6) month period (January through June), (EXHIBIT B, entitled "Arterial Pavement Management Program Semi-Annual Report Form").

L. CITY shall submit a final report to AUTHORITY within six (6) months of Caltrans payment of final progress invoice for PROJECT in accordance with Exhibit C, entitled "Arterial Pavement Management Program Final Project Report Form."

M. CITY is responsible for completing PROJECT in accordance with the funding plan (EXHIBIT A), and to abide by Caltrans Local Assistance Procedure Manual, all RSTP programming guidelines, and any and all other federal, state, and Caltrans requirements.

N. CITY shall comply with all Federal, third party contracting laws and regulations pursuant to FTA Circular 4220.1F and in accordance with Exhibit D, entitled "Federal Clauses."

ARTICLE 5. DELEGATED AUTHORITY

The actions required to be taken by CITY in the implementation of this Agreement are delegated to its Public Works Director, or designee, and the actions required to be taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive Officer or designee.

ARTICLE 6. AUDIT AND INSPECTION

AUTHORITY and CITY shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, CITY shall permit the authorized representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and other data and records of CITY for a period of four (4) years after final payment by Caltrans, or until any on-going audit is completed. For purposes of audit, the date of completion of this Agreement shall be the date of CITY's payment of AUTHORITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall have the right to reproduce any such books, records, and accounts. The

above provision with respect to audits shall extend to and/or be included in contracts with CITY's contractor.

ARTICLE 7. INDEMNIFICATION

A. To the fullest extent permitted by law, CITY shall defend (at CITY's sole cost and expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CITY's employees included), for damage to property, including property owned by AUTHORITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of CITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole cost and expense with legal counsel reasonably acceptable to CITY), indemnify, protect, and hold harmless CITY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for damage to property, including property owned by CITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

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ARTICLE 8. ADDITIONAL PROVISIONS

A. Term of Agreement: This Agreement shall be effective, upon execution by both Parties, and shall be in full force and effect through December 2018 or until final acceptance by AUTHORITY, whichever is later.

B. Termination: In the event either Party defaults in the performance of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

C. Termination for Convenience: Either Party may terminate this Agreement for its convenience by providing thirty (30) days' prior written notice of its intent to terminate for convenience to the other Party, provided that all outstanding requests for funding or project approvals by CITY pursuant to this Agreement have been satisfied.

D. Amendments: This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both Parties.

E. Compliance: AUTHORITY and CITY shall comply with all applicable federal, state, and local laws, statues, ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

F. Legal Authority: AUTHORITY and CITY hereto consent that they are authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

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

H. Counterparts of Agreement: This Agreement may be executed and delivered in any

number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.

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

J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

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

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

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

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To CITY:	To AUTHORITY:
City of Laguna Hills	Orange County Transportation Authority
24035 El Toro Road Laguna Hills, CA 92653	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Kenneth H. Rosenfield, P.E. Director of Public Services (949) 707-2655 <u>Krosenfield@ci.laguna-hills.ca.us</u>	Attention: Ben Ku Senior Transportation Funding Analyst Tel: (714) 560-5473 E-mail: <u>Bku@octa.net</u>

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This Agreement shall be made effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-5-3591 to be executed on the date first written above.

CITY OF LAGUNA HILLS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Bruce E. Channing
City Manager

By: _____
Darrell Johnson
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
James M. Donich
General Counsel

APPROVED AS TO FORM

APPROVAL RECOMMENDED:

By: _____
Gregory E. Simonian
City Attorney

By:  _____
Kia Mortazavi
Executive Director, Planning

Dated : _____

Dated : 9-28-15

**ARTERIAL PAVEMENT MANAGEMENT PROGRAM
FUNDING PLAN**

Project Title: 5 Segments - Alicia Parkway, Cabot Road, Los Alisos
Boulevard, & Paseo De Valencia Rehabilitation projects

Agency: City of Laguna Hills

Date: _____

Schedule	Original Completion Date
Begin Environmental Document	7/1/15
Final Environmental Document	9/30/15
Begin Design Engineering	9/1/15
Plans Specifications, and Estimates Complete	1/31/16
Submit Request for Authorization to Proceed (E-76)	2/1/16
Begin Construction	7/1/16
End Construction	12/31/16

Construction (\$000's)

Fund Source	Fiscal Year	Planned Obligation
RSTP	FY15/16	\$500,000
Local Match (61%)	FY15/16	\$770,000
TOTAL		\$1,270,000

Date: 11/10/15 By: 

Project Manager

ARTERIAL PAVEMENT MANAGEMENT PROGRAM
SEMI-ANNUAL REPORT FORM

Project Title: 5 Segments - Alicia Parkway, Cabot Road, Los Alisos
Boulevard, & Paseo De Valencia Rehabilitation projects

Agency: City of Laguna Hills

Date: _____

Schedule	Original Completion Date	Current Completion Date
Begin Environmental Document	7/1/15	
Final Environmental Document	9/30/15	
Begin Design Engineering	9/1/15	
Plans Specifications, and Estimates Complete	1/31/16	
Submit Request for Authorization to Proceed (E-76)	2/1/16	
Begin Construction	7/1/16	
End Construction	12/31/16	

Construction (\$000's)

Fund Source	Fiscal Year	Planned Obligation	Revised Obligation	Actual Expenditure	Remaining Allocation
RSTP	FY15/16	\$500,000			
Local Match (61%)	FY15/16	\$770,000			
TOTAL		\$1,270,000			

Major Activities:

Status:

Issues:

Name/Title: _____
Phone: _____ Email: _____

Note: OCTA may require additional information on performance of the project related to either air quality or transportation usage



ARTERIAL PAVEMENT MANAGEMENT PROGRAM FINAL PROJECT REPORT FORM

Date _____

Instructions

The responsible agency should fill out the following: 1) Final Project Form, 2) Final Cost, 3) Certificate of Completion. Page 4, the OCTA Staff Verification will be filled out by OCTA staff. In addition, the agency must attach before (if available) and after **photographs** of the project site and the address or location of the site under the Location and Scope of work section.

Agency

Project

Location and Scope of Work

Verification of Match
(Actual Expenditures)

Phase	Local Match			RSTP	Other OCTA Funding	Total
	(ENTER SOURCE)	(ENTER SOURCE)	(ENTER SOURCE)			
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Match Rate
0%

Project Schedule

Phase	Proposed	Actual
Draft Environmental Document		
Final Environmental Document		
Begin Design Engineering		
Plans, Specifications, and Cost Estimates complete		
Start Right-of-Way Acquisition		
Right-of-Way Certification		
Ready to Advertise		
Award Construction		
Project Completion (open for use)		

APM: Final Cost



Item #	Description	Unit	Quantity	Unit Price	Amount
				\$ -	\$ -



APM: FINAL COST

I hereby certify that the statements provided here are true and correct.

Project Title

	Yes	No	N/A
1 The project is designed to city/county and other participating jurisdictions' standards.	☐	☐	☐
2 The project contract was awarded on: ENTER DATE	☐	☐	☐
3 The total cost of the contract is equal to or less than the total APM funds awarded and matching funds provided.	☐	☐	☐
4 The city/county provided matching funds to the project.	☐	☐	☐
5 Right-of-way was acquired in conformance with city/county procedures.	☐	☐	☐
6 All required environmental documentation is complete and certified.	☐	☐	☐
7 An updated project schedule is included with the final invoice.	☐	☐	☐
8 The final invoice is attached with all the necessary documentation.	☐	☐	☐

Name

Title

Signature

Date



APM: OCTA Staff Verification

OCTA STAFF USE ONLY

Orange County Transportation Authority staff has inspected the project site and certifies that the project is complete and ready for use.

Project Title

Name

Title

Signature

Date

REQUIRED FEDERAL CLAUSES

DEFINITIONS

The Orange County Transportation Authority, (hereinafter referred to as "AUTHORITY").
_____, (hereinafter referred to as "CITY").

ARTICLE 1. FEDERAL CHANGES

CITY shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the AUTHORITY and FTA, as they may be amended or promulgated from time to time during this Agreement. CITY's failure to comply shall constitute a material breach of contract.

ARTICLE 2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

AUTHORITY and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CITY, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CITY agrees to include these requirements in all of its subcontracts.

ARTICLE 3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. CITY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CITY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed. CITY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CITY to the extent the Federal Government deems appropriate.

B. CITY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CITY, to the extent the Federal Government deems appropriate. CITY agrees to include this requirement in all of its subcontracts.

ARTICLE 4. CIVIL RIGHTS ASSURANCE

During the performance of this Agreement, CITY, for itself, its assignees and successors in interest agree as follows:

A. Compliance with Regulations: CITY shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: CITY shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information the CITY shall so certify to the AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CITY's noncompliance with nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CITY under the Agreement until the CITY complies; and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI regulations.

G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

H. Incorporation of Provisions: CITY shall include the provisions of paragraphs (A) through (H) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CITY shall take

such action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CITY may request the AUTHORITY to enter into such litigation to protect the interests of the AUTHORITY, and, in addition, the CITY may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 5. DBE CONTRACT PROVISIONS FOR FTA-ASSISTED CONTRACTS WITH
DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS**

I. DBE Participation

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the Orange County Transportation Authority's (Authority's) DBE program developed pursuant to these regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55 that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- D. Consultant must not claim DBE participation as attained until the amount to be claimed is paid and fully adheres to DBE crediting provisions.

If the Consultant has committed to utilize DBE(s) in the performance of this DOT-assisted contract, the Consultant's submitted "DBE Participation Commitment Form" will be utilized to monitor Consultant's DBE commitments, unless otherwise directed and/or approved by the Authority prior to the Consultant effectuating any changes to its DBE participation commitment(s) (*Refer to Subsection H: "Performance of DBE Subconsultants"*).

Consultant must complete and submit all required DBE documentation to effectively capture all DBE utilization on the Authority's DOT-assisted contracts whether achieved race neutrally or race consciously. Even if a Consultant has not committed to utilize DBE(s) in the performance of this contract, the Consultant must execute and submit all required DBE forms and other related documentation as specified under this contract or as otherwise requested by the Authority. No changes to the Consultant's DBE Commitment must be made until proper protocols for review and approval of the Authority are rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and the Authority's DBE Program, the Consultant must:

- A. Take appropriate actions to ensure that it will continue to meet the DBE Commitment at the minimal level committed to at award or will satisfy the good faith efforts to meet the DBE Commitment, when change orders or other contract modifications alter the dollar amount of the contract or the distribution of work. The Consultant must apply and report its DBE goal commitments against the total Contract Value, including any contract change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Authority has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

The project is subject to these stipulated regulations and the Authority's DBE program. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR, Part 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.

Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.

Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.

Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

Help remove barriers to the participation of DBEs in DOT-assisted contracts.

Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Consultant must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant.

Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations must prevail.

III. Authority's DBE Policy Implementation Directives

Pursuant to the provisions associated with federal regulation 49 CFR, Part 26, the Disadvantaged Business Enterprise (DBE) program exists to ensure participation, equitable competition, and assistance to participants in the USDOT DBE program. Accordingly, based on the Authority's analysis of its past utilization data, coupled with its examination of similar Agencies' Disparity Study and recent Goal Methodology findings the Authority has implemented the reinstatement of the DBE program utilizing both race-conscious and race-neutral means across the board as all protected groups participation have been affected

using strictly race neutral means on its FTA-assisted contracts.

The Authority reinstates the use of contract goals and good faith efforts. Meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, is a condition of award. Additionally, contract-specific goals are now specifically targeted at DBEs (*DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women*). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal and DBE contract requirements.

I. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern must not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
3. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
 - A. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - B. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - C. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - D. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;

E. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and

F. Women, regardless of ethnicity or race.

4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. The Authority may refer the case to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.
8. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or a recognized California Unified Certification Program Certifying Agency to meet the social and economic disadvantage criteria described below.
 - A. **"Social Disadvantage"**
 1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
 2. The individual must demonstrate that he/she has personally suffered social disadvantage.
 3. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
 4. The individual's social disadvantage must be chronic, longstanding and substantial, not

fleeting or insignificant.

5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

B. "Economic Disadvantage"

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal on the contract, Consultant must complete and submit the following DBE exhibits (forms) consistent with Consultant DBE Goal Commitment within the specified timelines. Even if no DBE participation will be reported, the Consultant must execute and return the form:

1. **"Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification " (Form 103)**

The purpose of this form is to ensure Consultant DBE commitments are attained, properly reported and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The Consultant is required to complete and submit a Form 103 to the Authority by the 10th of each month until completion of the contract. The Consultant must submit its first Form 103 following the first month of contract activity. Upon completion of the contract, the Consultant must complete and submit a "Final: Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification" (Form 103) to facilitate reporting and capturing actual DBE attainments at conclusion of the contract.

The Form 103 must include the following information:

- A. General Contract Information – Including Contract Number and Name, Prime

Consultant and the following:

1. Original Contract Amount
 2. Running Total of Change Order Amount
 3. Current Contract Amount
 4. Amount Paid to Consultant during Month
 5. Amount Paid to Consultant from Inception to Date
 6. DBE Contract Goal
 7. Total Dollar Amount of DBE Commitment
 8. DBE Commitment as Percentage of Current Contract Amount
- B. Listed and/Proposed Consultant/Subconsultant Information – For All DBE participation being claimed either Race Neutrally or Race Consciously, regardless of tier:
1. DBE Firm Name, Address, Phone Number, DBE Type of Operation, Certification Type and Certification Number.
 2. DBE Firm Contract Value Information:
Original contract amount, running total of change order amount, Current contract amount, Amount paid to Consultant during month and Amount paid to Consultant to date.
2. **Consultant Assurance of Full Compliance with Prompt Payment Provisions** Consultant to sign the prompt payment assurance statement of compliance contained within the Form 103. Consultant is to further maintain and submit at the request of Authority a detailed running tally of related invoices submitted by DBE(s) and Non DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The Payment and Retention Reporting tally must also include:
- DBE(s) and Non DBE(s) Invoice Number, Invoice Amount, Invoice Date, Prime Consultant's Invoice Number that incorporated the corresponding DBE and Non DBE invoice(s) for billing purposes, Date of Invoice submission to Authority, Date and amount Authority paid on Prime Consultant's Invoice. The report must also reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBE and Non DBE.
- Consultant is advised not to report the participation of DBE(s) toward the Consultant's DBE attainment until the amount being claimed has been paid to the DBE. Verification of payments and/or a signed Verification of Payment by the applicable DBE or Non DBE must be submitted with Form 103 to authenticate reported payments.
3. **DBE Subcontract Agreements**
The Consultant must submit to the Authority copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten working days of award. The Consultant must immediately notify the Authority in writing of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

4. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, the Consultant must submit documentation on the "Monthly DBE Trucking Verification" Form to the Authority showing the amount paid to DBE trucking companies. The Consultant must also obtain and submit documentation to the Authority showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Consultant must also obtain and submit documentation to the Authority showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

5. "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants"

Upon completion of the contract, a summary of these records must be prepared on the: "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants" and certified correct by the Consultant or the Consultant's authorized representative, and must be furnished to the Engineer. The form must be furnished to the Authority within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

6. "Disadvantaged Business Enterprises (DBE) Certification Status Change"

If a DBE Sub is decertified during the life of the project, the decertified Subconsultant must notify the Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify the Consultant in writing with the date of certification (Attach DBE certification/Decertification letter). The Consultant must furnish the written documentation to the AUTHORITY.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the Consultant indicating the DBEs' existing certification status. If there are no changes, please indicate "No Changes". The certified form must be furnished to the Authority within 90 days from the date of contract acceptance.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Proposal submission:

1. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.

2. A DBE may participate as a Prime Consultant, Subconsultant, joint venture partner with a Prime or Subconsultant, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
4. At time of proposal submission, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - A. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
5. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

1. When a DBE is proposed to participate in the contract, either as a Prime Consultant or Subconsultant, at any tier, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
2. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a Non-DBE firm may not be credited toward the Prime Consultant's DBE attainment.
3. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
 - A. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - B. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
4. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward the prime Consultant's DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - A. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;

- B. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - C. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
5. Consultant may count the participation of DBE trucking companies toward DBE attainment, as follows:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - C. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - F. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
6. If the Consultant listed a non-certified 1st tier Subconsultant to perform work on this contract, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the contract. If a DBE Consultant performs the installation of purchased materials and supplies they are eligible for full credit of the cost of the materials.

VII. Performance of DBE Subconsultants

DBEs must perform work or supply materials as listed in the "DBE Participation Commitment Form" specified under "*DBE Proposal Submission Requirements*" of these special provisions. Do not terminate a DBE listed Subconsultant for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the AUTHORITY.

The AUTHORITY grants authorization to use other forces or sources of materials for requests that show any of the following justifications (written approval from the AUTHORITY must be obtained prior to effectuating a substitution):

- 1. Listed DBE fails or refuses to execute a written contract based on plans and

- specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
 3. Work requires a Consultants' license and listed DBE does not have a valid license under Consultants License Law.
 4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
 6. Listed DBE delays or disrupts the progress of the work.
 7. Listed DBE becomes bankrupt or insolvent.

If a listed DBE Subconsultant is terminated, you must make good faith efforts to find another DBE Subconsultant to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution. The AUTHORITY does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

VIII. Additional DBE Subconsultants

In the event Consultant identifies additional DBE Subconsultants or suppliers not previously identified by Consultant for DBE participation under the contract, Consultant must notify the Authority by submitting "Request for Additional DBE Firm" to enable Consultant to capture all DBE participation. Consultant must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the Authority's federally -assisted contracts. Proposers are cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Consultant's Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Consultant must affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Consultant must affirm that they will consider, and utilize Subconsultants and vendors, in a manner consistent with non-discrimination objectives.

XI. Prompt Payment Clause

Upon receipt of payment by Authority, Consultant agrees to promptly pay each Subconsultant for the satisfactory work performed under this Agreement, no later than seven (7) calendar

days. Consultant agrees further to return retainage payments to each Subconsultant within thirty (30) calendar days after the Subconsultant's work is satisfactorily completed. Authority reserves the right to request the appropriate documentation from Consultant showing payment has been made to the Subconsultants. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by Authority.

In accordance with 49 CFR part 26.29 "Prompt Payment Provisions" (DBE Final Rule) the Authority will elect to utilize the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Consultant and provide for prompt and regular incremental acceptances of portions of the Consultant, pay retainage to prime Consultants based on these acceptances, and require a contract clause obligating the Consultant to pay all retainage owed to the Subconsultants for satisfactory completion of the accepted work within thirty (30) days after payment to the Consultant.

Failure to comply with this provision or delay in payment without prior written approval from Authority will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a withhold of two (2%) percent of the invoice amount due per month for every month that payment is not made.

These prompt payment provisions must be incorporated in all subcontract agreements issued by Consultant under this Agreement. Each subcontract must require the Subconsultant to make payments to sub-Subconsultants and suppliers in a similar manner.

XII. Administrative Remedies and Enforcement

Consultant must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs" and ensure that all Subconsultants regardless of tier are also fully compliant. Consultant's failure to comply constitutes a material breach of contract, wherein the Authority will impose all available administrative sanctions including payment withholdings, necessary to effectuate full compliance. In instances of identified non-compliance, a Cure Notice will be issued to the Consultant identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

The Consultant must be given ten (10) working days from the date of the Cure Notice to remedy or to (1) File a written appeal accompanied with supporting documentation and/or (2) Request a hearing with the Authority to reconsider the Authority's DBE determination. Failure to respond within the ten (10) working day period must constitute a waiver of the Consultant's right to appeal. If the Consultant files an appeal, the Authority, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If, after review of the Consultant's appeal, the Authority decides to uphold the decision to impose DBE administrative remedies on the Consultant, the written determination must state the specific remedy(s) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of contract and is subject to administrative remedies, including, withholding at minimum of two (2%) percent of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance the Authority will release all withholdings.

In addition to administrative remedies defined in this section, the Authority is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

ARTICLE 6. ACCESS TO RECORDS AND REPORTS

CITY shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to CITY's accounting books, records, payroll documents and facilities of the CITY which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CITY shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CITY's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in this Agreement. CITY shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 7. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CITY shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

ARTICLE 8. ENERGY CONSERVATION REQUIREMENTS

CITY shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

ARTICLE 9. PROHIBITED INTERESTS

A. CITY covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

ARTICLE 10. PRIVACY ACT

CITY shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CITY agrees to obtain the express consent of the Federal Government before the CITY or its employees operate a system of records on behalf of the Federal Government. CITY understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

ARTICLE 11. CONFLICT OF INTEREST

CITY agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CITY is unable, or potentially unable to render impartial assistance or advice to the Authority; CITY's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CITY has an unfair competitive advantage. CITY is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CITY. CITY is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CITY. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 12. CODE OF CONDUCT

CITY agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third Party contracts which is hereby referenced and by this reference is incorporated herein. CITY agrees to include these requirements in all of its subcontracts.

ARTICLE 13. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CITY written notice thereof. Upon termination, AUTHORITY shall pay CITY its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CITY in accordance with the provisions of the FAR referenced above. Upon receipt of said notification, CITY agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

B. AUTHORITY may terminate this Agreement for CITY's default if a federal or state proceeding for the relief of debtors is undertaken by or against CITY, or if CITY makes an assignment for the benefit of creditors, or for cause if CITY fails to perform in accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CITY shall be liable for any and all reasonable costs incurred by AUTHORITY as a

result of such default or breach including, but not limited to, reprourement costs of the same or similar services defaulted by CITY under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

ARTICLE 14. RECYCLED PRODUCTS

CITY shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. CITY agrees to include this requirement in all of its subcontracts.

ARTICLE 15. DEBARMENT & SUSPENSION:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS**

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the District, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A certification process has been established by 49 CFR Part 29, as a means to ensure that debarred suspended or voluntarily excluded persons or firms do not participate in Federally assisted projects. The inability to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person or firm that is unable to provide a positive certification as required by this solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

ARTICLE 16. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AUTHORITY's Director, Contracts Administration and Materials Management (Camm), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, Camm, shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONTRACTOR shall be

afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 17. CLEAN WATER REQUIREMENTS

CITY shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CITY shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CITY agrees to include this requirement in all of its subcontracts.

ARTICLE 18. CLEAN AIR

CITY shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CITY shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CITY agrees to include this requirement in all of its subcontracts.

ARTICLE 19. LOBBYING

CITY's who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 10, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: COOPERATIVE AGREEMENT NO. 12-717 BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF LAGUNA HILLS FOR GENERAL TRAFFIC SIGNAL SYNCHRONIZATION, CIP NO. 168E, LA PAZ ROAD AT I-5

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE COOPERATIVE AGREEMENT NO. 12-717 BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF LAGUNA HILLS FOR GENERAL TRAFFIC SIGNAL SYNCHRONIZATION, CIP NO. 168E, LA PAZ ROAD AT I-5, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

SUMMARY:

The preparation and implementation of Traffic Signal Synchronization Projects on arterial highways often cross State highways. However, the State has no funding mechanism through which to participate in such projects; hence, the synchronization of an arterial highway can fail to produce the desired traffic time savings. An agreement with the State has been developed to allow the City, at a low cost, to fund the necessary work of the State to match freeway off/on-ramp signal timing with the arterial highway signal timing. This work effort will be applied to the current La Paz Road Traffic Signal Synchronization Project, CIP No. 168E, being funded and managed by the Orange County Transportation Authority (OCTA). The City is financially participating in this La Paz Road Project and contributing matching funds for improvements to the City's traffic signals. The related signal synchronization work by Caltrans cannot be funded by OCTA. Approval of the attached State/City Agreement No. 12-717 is recommended.

BACKGROUND:

Traffic Signal Synchronization is a relatively low-cost solution to reducing traffic congestion and improving vehicle travel times within arterial highway corridors. Measure M2 has provided funding to synchronize arterial highway traffic signals on a three-year funding

cycle. In some cases, due to the extent and multi-jurisdictional participation of such projects, OCTA acts as the lead agency.

During this past Measure M2 funding cycle, the City was successful in applying for funding for the traffic signal synchronization of La Paz Road to include traffic signals in Mission Viejo, Laguna Hills, Aliso Viejo, and Laguna Niguel. Due to the extent of this project and its multi-jurisdictional nature, OCTA is managing this project on behalf of all of the involved cities. Each City has a share of matching funds to complete the total funding commitment of the project under the rules of Measure M2.

Historically, as arterial highway traffic signal synchronization projects crossed a freeway under the management of Caltrans, the State did not participate in the project as there was not an identified funding source for the State staff time involvement in the project. Measure M2 does not include a funding program for State involvement in these projects. As a result, arterial highway synchronization efforts were interrupted at State intersections reducing the expected travel time savings across the length of the synchronized corridor. To resolve and improve this issue, OCTA worked with the State to establish a mechanism for local agencies to fund the work of the State at the intersections controlled by the State.

The attached State/City Cooperative Agreement sets forth the parameters under which the State will participate in traffic signal synchronization projects. In this case, the project is the La Paz Road Traffic Signal Synchronization Project, CIP No. 168E, and two locations in our City are controlled by the State within this project: I-5 at southbound La Paz Road off-ramp and SR-73 at northbound La Paz Road off-ramp. The State will contribute staffing to the project at a cost of \$2,500 per intersection. This cost is reasonable for the expected work effort. Approval of the Agreement is recommended.

FISCAL IMPACT:

The La Paz Road Traffic Signal Synchronization Project, CIP No. 168E, is included in the current Fiscal Year Capital Improvement Program Budget and the contribution of \$5,000 to the State for Caltrans participation in the project is within the available budgeted funds.

ATTACHMENTS:

- Cooperative Agreement No. 12-717

COOPERATIVE AGREEMENT (General Traffic Signal Synchronization)

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2015, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “STATE”, and the CITY OF LAGUNA HILLS, a body politic and a municipal corporation of the State of California, referred to herein as “CITY”, together, the “PARTIES.”

RECITALS

1. STATE and CITY, collectively referred to as PARTIES, pursuant to Streets and Highways Code Sections 114 and 130, are authorized to enter into a cooperative agreement for improvements to State Highways within CITY.
2. Measure M2 Regional Traffic Signal Synchronization Program (RTSSP) of Orange County targets over 2,000 signalized intersections across the County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions.
3. STATE and CITY desire to implement signal synchronization at two (2) intersections to enhance traffic flow and reduce congestions at those intersections between CITY streets and State Highway System (SHS).
4. STATE and CITY are committed to implementing multi-jurisdictional signal synchronization to enhance countywide traffic flow and reducing congestion in relation to the State Highway System (SHS).
5. CITY has received separate funding from Orange County Transportation Authority (OCTA) for Regional Traffic Signal Synchronization on La Paz Road Corridor.
6. CITY desires STATE to implement coordinated signal timing and other work elements as detailed in the attached SCOPE SUMMARY referred to herein as “IMPROVEMENTS” at the following locations identified in Exhibit A attached to and made a part of this Agreement by reference and referred to hereinafter as “INTERSECTIONS”:
 - a. Exhibit A, I-5 Southbound Off-Ramp / La Paz Road and SR-73 Northbound Ramps / La Paz Road Traffic Signals
7. PARTIES agree that IMPROVEMENTS will cost a total of \$ 5,000.00:
 - a. \$ 2,500.00 for the I-5 Southbound Off-Ramp / La Paz Road Traffic Signal
 - b. \$ 2,500.00 for the SR-73 Northbound Ramps / La Paz Road Traffic Signal

STATE will install traffic signal timing components of the IMPROVEMENTS, as specified in Exhibit A. NOW, THEREFORE, in consideration of the foregoing recitals and the following terms, covenants and conditions, the PARTIES agree as follows:

SECTION A

STATE AGREES:

1. To perform the work elements in order to complete IMPROVEMENTS as specified in the SCOPE SUMMARY attached to and made a part of this Agreement.
2. To install traffic signal timing components of the IMPROVEMENT, as specified in the exhibit A.
3. To implement coordination of traffic signal timing (TIMING PLAN) for INTERSECTIONS in accordance with the Caltrans Traffic Operations Manual.
4. To review the draft TIMING PLAN prepared by CITY, and finalize it subject to revisions mutually agreed to between PARTIES.
5. To submit an invoice for a lump sum (single payment) of \$ 5,000.00 to CITY for the IMPROVEMENT within 30 days of execution of this agreement.

SECTION B

CITY AGREES:

1. To fully fund IMPROVEMENTS not exceeding \$ 5,000.00.
2. To develop TIMING PLAN for INTERSECTIONS and submit it for STATE review and approval.
3. To work in good faith with STATE to revise and finalize TIMING PLAN.
4. To make written application to STATE for necessary encroachment permits authorizing entry of CITY onto SHS right of way to perform work for IMPROVEMENTS. CITY shall also require its consultants and contractors, if any, to make written application to STATE for necessary encroachment permits.
5. Prepare and review a final report of the IMPROVEMENTS with STATE, and assess the performance of the PARTIES in relation to the terms, covenants, and conditions of the Agreement.
6. Pay to STATE, within thirty (30) days of receipt of invoice, the amount of \$ 5,000.00.

SECTION C

IT IS MUTUALLY AGREED THAT:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the State Budget Act.
2. CITY's total obligation is set at \$ 5,000.00. If STATE anticipates that funding will be insufficient to complete IMPROVEMENTS, due to (i) mutually agreed material modifications, (ii) the failure by CITY to perform its obligations under this Agreement following written notice from the STATE to CITY, or (iii) unforeseen conditions that are discovered during the performance of IMPROVEMENTS, STATE will promptly notify CITY. STATE may be required to stop work on IMPROVEMENT until additional funding is secured and/or to restore the site of IMPROVEMENTS to a condition of safe operation, using any then unexpended funds, if additional funds are not made available for IMPROVEMENTS.
3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY or under this Agreement. It is understood and agreed that CITY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this Agreement.
4. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon STATE or under this Agreement. It is understood and agreed that STATE will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under this Agreement.
5. This Agreement will terminate upon completion of IMPROVEMENT that all parties have met all scope, cost, and schedule commitments included in this agreement and have signed a cooperative agreement closure statement, which is a document signed by PARTIES that verifies the completion of all scope, cost, and schedule commitments. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated, expired by statute of limitation, or modified in writing by mutual agreement.

CONTACT INFORMATION

This information provided below indicates the primary contact information for the PARTIES to the Agreement. PARTIES will notify each other in writing of any personnel or location changes. Contact Information changes do not require an amendment to this Agreement.

The primary Agreement contact person for STATE is:

Fedrico Hormozi, Branch Chief Electrical Systems
6681 Marine Way
Irvine, CA 92618-1724
Office Phone: 949-936-3464
Email: Hormozi.Fedrico@dot.ca.gov

The primary Agreement contact person for CITY is:

Kenneth H. Rosenfield, Director of Public Services / City Engineer
Public Services – Engineering
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Office Phone: 949-707-2655, 949-707-2650
Email: krosenfield@ci.laguna-hills.ca.us

SIGNATURES

The individuals signing below warrant that they are duly authorized by the PARTIES to execute this agreement on their behalf:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF LAGUNA HILLS

By: _____
James Pinheiro
Deputy District Director

Approved: _____
Bruce E. Channing
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Attorney
Department of Transportation

Attest: _____
Melissa Au-Yeung
City Clerk

**CERTIFIED AS TO FINANCIAL TERMS
AND CONDITIONS:**

By: _____
Accounting Administrator

CERTIFIED AS TO FUNDS:

By: _____
Neda Saber
District Budget Manager

SCOPE SUMMARY

Work Element	State	City
Perform Preliminary Engineering		X
Encroachment Permit		X
Develop Coordination Traffic Signal Timing		X
Approve and Implement Coordination Signal Timing	X	
Monitor and Fine-Tune Traffic Signal Coordination Timing		X
Furnish and Install GPS Time Source		X
Final Report		X

Exhibit A
La Paz Road Regional Traffic Signal Synchronization Project
Reimbursable Caltrans Cost Details
La Paz Road Traffic Signals

Description		Unit Cost (\$)	Intersection		TOTAL
			I-5 Southbound Off-Ramp / La Paz Road	SR-73 Northbound Ramps / La Paz Road	
Local	2070L Controller Unit	\$1,516.96	N/A	N/A	\$0.00
	Model 6A/6B Communication Modem	\$367.54	N/A	N/A	\$0.00
	C2S Connector Cable	\$50.02	N/A	N/A	\$0.00
Field Master	170E Controller Unit	\$1,027.86	N/A	N/A	\$0.00
	Model 400 Communication Modem	\$107.31	N/A	N/A	\$0.00
	C2S Connector Cable	\$50.02	N/A	N/A	\$0.00
Caltrans Controller Installation Fee (35 hrs x \$125/hr)		\$4,375.00	N/A	N/A	\$0.00
Caltrans Signal Timing Fee (20 hrs x \$125/hrr)		\$2,500.00	\$2,500.00	\$2,500.00	\$5,000.00
Sub-Total:			\$2,500.00	\$2,500.00	\$5,000.00

Note: City to install GPS time source at the field master controller location (SR-73 Northbound Ramps / La Paz Road).



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 10, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD, P.E
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: PROGRESS PAYMENT NO. 1 FOR CIVIC CENTER SITE IMPROVEMENTS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$263,616.45, TO HARDY AND HARPER, INC. FOR CIVIC CENTER SITE IMPROVEMENTS PROJECT.

SUMMARY:

Work on the Civic Center Site Improvements Project began on August 10, 2015, and is being performed by Hardy and Harper, Inc. Work performed in August and September included excavation, installation of aggregate base, removal and replacement of cross gutters, curbs, access ramps, and sidewalks, and preparation of the parking lot areas for the seal coat application. The contractor has submitted the first progress payment request for approval.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for this project, Hardy and Harper, Inc., has submitted the first progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Clearing and Grubbing	0.90	LS	\$15,000.00	\$13,500

Progress Payment No. 1
Civic Center Site Improvements
November 10, 2015
Page 2

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
3	Unclassified excavation	496	CY	\$84.00	\$41,664.00
4	Asphalt concrete (0.5")	240.77	TN	\$85.00	\$20,465.45
5	Asphalt concrete (0.25")	164.13	TN	\$85.00	\$13,951.05
6	Class II aggregate base (0.5")	270	CY	\$50.00	\$13,500.00
7	Sandblast, crack seal, seal coat parking lot areas (Type 1 REAS)	67,115	SF	\$1.10	\$73,826.50
8	R&R PCC sidewalk w/colored concrete	924	SF	\$15.00	\$13,860.00
9	R&R 2' concrete cross gutter w/3' cross gutter	159	LF	\$75.00	\$11,925.00
10	R&R 2' cross gutter w/2' cross gutter	149	LF	\$25.00	\$3,725.00
11	Construct 5' cross gutter	30	LF	\$25.00	\$750.00
12	Construct 6" curb and gutter	13	LF	\$200.00	\$2,600.00
13	Remove wheel stops and relocate adjacent signs	8	EA	\$110.00	\$880.00
14	R&R 6" curb	175	LF	\$75.00	\$13,125.00
17	R&R PCC access ramps	7	EA	\$3,500.00	\$24,500.00
18	Adjust water monitoring well to grade	2	EA	\$300.00	\$600.00
19	4" NDS outlet (bubble up)	1	EA	\$2,500.00	\$2,500.00
20	4" perforated PVC pipe	106	LF	\$85.00	\$9,010.00
21	4" solid PVC pipe	8	LF	\$200.00	\$1,600.00
22	4" cleanout	2	EA	\$500.00	\$1,000.00
23	12"x12" grate inlet	2	EA	\$250.00	\$500.00
24	Gravel ¾" washed	29.45	CY	\$100.00	\$2,945.00
25	Filter fabric	1,007	SF	\$2.00	\$2,014.00
26	Redwood header 2 x 6	188	LF	\$15.00	\$2,820.00
27	R&R PCC sidewalk	390	SF	\$7.00	\$2,730.00
28	Construct PCC access ramp	1	EA	\$3,500.00	\$3,500.00

TOTAL TO DATE	\$277,491.00	
LESS PRIOR BILLING	\$0.00	
TOTAL THIS PERIOD	\$277,491.00	\$277,491.00
LESS 5% RETENTION		\$(13,874.55)
DUE		\$263,616.45

FISCAL IMPACT:

The progress payment is within the budget for the Civic Center Site Improvements Project and is processed for payment through the Civic Center management company, Essex Realty Management, Inc.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 10, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

**ISSUE: CIVIC CENTER 1ST QUARTER FINANCIAL REPORT FOR FISCAL YEAR
2015/2016**

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

SUMMARY:

This Civic Center 1st Quarter Financial Report for Fiscal Year 2015/2016 is intended to provide the City Council with an overview of the Civic Center leasing operation finances over the July 2015 through September 2015 period. The abridged Balance Sheet and income statement summary for the Laguna Hills Civic Center leasing operation is shown below in Tables 1 & 2. As of September 30, 2015, the balance sheet shows equity of \$17,240,273.

**Table 1: Abridged Balance Sheet
As of September 30, 2015**

ASSETS	
Total Current Assets	\$ 126,860
Total Fixed Assets	\$ 17,184,540
TOTAL ASSETS	\$ 17,311,401
LIABILITY & EQUITY	
Total Current Liabilities	\$ 71,128
Total Equity	\$ 17,240,273
TOTAL LIABILITIES & EQUITY	\$ 17,311,401

**Table 2: Income Statement Summary
For the Year Ended September 30, 2015**

	Actuals	Budgeted	Variance
Total Income	\$ 124,962	\$ 118,749	\$ (6,212)
Total Expenses	\$ 123,524	\$ 135,237	\$ 11,713
NET INCOME/(LOSS)	<u>\$ 1,438</u>	<u>\$ (16,488)</u>	

As shown in Table 2, Essex Realty, the management company for the property, reported a net income of \$1,438 for the three months of leasing activity from July 1 to September 30, 2015. After adding back contra rent revenue associated with the City's occupied spaces the effective net income for the period is \$138,928.

A detailed Balance Sheet, Income Statement, and Check Register for the three months in the quarter have been provided as attachments to this report.

ATTACHMENTS:

- Balance Sheet as of September 30, 2015
- Income Statement for the Period Ending September 30, 2015
- Check Register for July, August, and September 2015

Database: ESSEXREALTY
ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Accrual

Report includes an open period. Entries are not final.

Sep 2015

ASSETS

CURRENT ASSETS

Cash - Operating	43,838.57
Cash - MMA	15,455.15

TOTAL CASH AND CASH EQUIVALENTS	59,293.72
--	------------------

Accounts Receivable	19,781.45
Prepaid Insurance	47,785.32

NET ACCOUNTS RECEIVABLE	67,566.77
--------------------------------	------------------

TOTAL CURRENT ASSETS	126,860.49
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FIXED ASSETS

Land	2,854,051.00
Building	3,343,004.00
Capital Improvements	9,499,307.84
Tenant Improvements	1,260,308.52
Lease Commissions	224,885.08
Closing Costs	2,983.62

TOTAL FIXED ASSETS	17,184,540.06
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TOTAL ASSETS	17,311,400.55
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LIABILITIES & EQUITY

CURRENT LIABILITY

Prepaid Rent & CAM	4,632.51
Accrued Expenses	22,252.00
Security Deposits	44,243.44

TOTAL CURRENT LIABILITY	71,127.95
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LONG TERM LIABILITY

TOTAL LONG TERM LIABILITIES	0.00
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EQUITY

Current Yr Earnings	1,437.86
Distribution	(700,000.00)
Capital	6,114,688.39
Paid by Owner	8,855,504.28
Funds from Owner	1,315,863.71
Retained Earnings	1,652,778.36

TOTAL EQUITY	17,240,272.60
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Database: ESSEXREALTY
ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Accrual

Report includes an open period. Entries are not final.

Sep 2015

TOTAL LIABILITIES & EQUITY

17,311,400.55

Database: ESSEXREALTY
ENTITY: 742

Income Statement
Income Statement
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Accrual

Report includes an open period. Entries are not final.

	Current Period 1 Month Thru: Sep 2015	Year-To-Date 3 Months Sep 2015
INCOME		
RENTAL INCOME		
Rent	89,180.75	258,581.75
Contra Revenue	(45,830.40)	(137,491.20)
CAM Revenue	5,906.04	17,718.12
Contra CAM	(5,028.11)	(15,084.33)
TOTAL RENTAL INCOME	44,228.28	123,724.34
RECOVERY INCOME		
TOTAL RECOVERY INCOME	0.00	0.00
OTHER INCOME		
Late Fee Revenue	0.00	134.40
Other Revenue	900.00	900.01
Non-tenant Other Revenue	200.00	200.00
TOTAL OTHER INCOME	1,100.00	1,234.41
TOTAL INCOME	45,328.28	124,958.75

EXPENSES

DIRECT OPERATING EXPENSES

Security-Contracted	145.00	145.00
Security-Fire Alarms	414.00	956.20
Cleaning Contract-Janitor	2,456.43	7,465.65
Add'l Cleaning-DayPorter	2,980.00	8,940.00
Cleaning Supplies	565.43	1,467.76
Mgmt Fee-Agent	3,378.00	10,642.29
HVAC Contract Services	1,314.50	3,946.50
HVAC Repair/Maint	1,125.79	1,125.79
Elevator Contract Service	478.94	1,406.94
Plumbing Repairs/Supplies	14.86	189.91
Electrical Repair/Maint	594.24	1,847.69
Doors & Locks	136.75	387.75
Pest Control	75.00	225.00
Onsite Maint Personnel	112.33	113.64
Electricity-General	13,817.27	43,560.14
Gas	24.95	76.00
Water & Sewer	2,364.53	7,492.39
Property Telephone	361.82	851.23
Pkg Lot-Lighting	285.50	860.72
Pkg Lot-Sweeping	221.00	663.00
Landscaping Contract	2,400.00	7,200.00
Landscaping-Interior	362.12	1,086.48
Fountain Maintenance	209.00	639.28

Database: ESSEXREALTY
ENTITY: 742

Income Statement
Income Statement
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Date: 9/30/2015
Time: 01:54 PM

Accrual

Report includes an open period. Entries are not final.

	Current Period	Year-To-Date
	1 Month	3 Months
Thru:	Sep 2015	Sep 2015
Insurance	3,115.98	9,347.94
Insurance - Earthquake	2,101.86	6,305.60
Real Estate Taxes	741.98	741.98
TOTAL DIRECT OPERATING EXPENSES	39,797.28	117,684.88
NET OPERATING INCOME	5,531.00	7,273.87
OTHER INCOME & EXPENSES		
Legal Fees	0.00	260.00
Admin & Professional Exp.	115.00	1,015.50
Tenant Space Refurb	276.50	276.50
Repairs & Maint- Indirect	2,496.16	4,286.80
Interest Income	(0.65)	(2.79)
TOTAL OTHER INCOME & EXPENSES	2,887.01	5,836.01
NET INCOME/(LOSS)	2,643.99	1,437.86

Database: ESSEXREALTY		Check Register			Page: 1					
ENTITY: 742		Essex Realty SaaS DB			Date: 7/28/2015					
		CITY OF LAGUNA HILLS			Time: 03:21 PM					
07/15 Through 07/15										
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Account Number	Account Number	Account Name						
Dept	Reference		Description							

103943	7/1/2015	07/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba						
742		5130-0000	Cleaning Contract-Janitor		1068314-IN	6/23/2015	6/23/2015	2,386.13	0.00	2,386.13
@	111		06/15 Janitorial Svc							
742		5130-0000	Cleaning Contract-Janitor		1068314-IN	6/23/2015	6/23/2015	23.66	0.00	23.66
@	111		05/15 Janitorial Svc Add Ste 201 5/21-5/31							
						Check Total:		2,409.79	0.00	2,409.79
103944	7/1/2015	07/15	ABMSER	ABM ONSITE SERVICES WEST INC						
742		5495-0000	Onsite Maint Personnel		8135414A	6/12/2015	6/12/2015	1,213.58	0.00	1,213.58
@	7596921		05/15 Engineering							
742		5495-0000	Onsite Maint Personnel		7669905A	2/12/2015	2/12/2015	1,633.73	0.00	1,633.73
@	7596921		01/15 Engineering							
						Check Total:		2,847.31	0.00	2,847.31
103945	7/1/2015	07/15	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC						
742		5562-0000	Landscaping-Interior		2228	2/27/2015	2/27/2015	362.12	0.00	362.12
@	02/15 Int Plant svc									
						Check Total:		362.12	0.00	362.12
103946	7/1/2015	07/15	BKFOUN	WILLIAM P WARD JR						
742		5565-0000	Fountain Maintenance		0608155890	6/8/2015	7/8/2015	165.00	0.00	165.00
@	05/15 Fountain Maint									
742		5565-0000	Fountain Maintenance		0608155890	6/8/2015	7/8/2015	44.28	0.00	44.28
@	05/15 Fountain Maint									
						Check Total:		209.28	0.00	209.28
103947	7/1/2015	07/15	CONTRO	CONTROLLED KEY SYSTEMS INC						
742		4800-0000	Tenant Reimbursements		219639	6/8/2015	7/8/2015	283.95	0.00	283.95
@	Re-Key Office #210									
742		4800-0000	Tenant Reimbursements		219794	6/16/2015	7/16/2015	12.29	0.00	12.29
@	Key Copies #150									
742		4800-0000	Tenant Reimbursements		219911	6/16/2015	7/16/2015	12.29	0.00	12.29
@	Key Copies #150									
						Check Total:		308.53	0.00	308.53
103948	7/1/2015	07/15	FERGU1	FERGUSON ENTERPRISES INC						

Database: ESSEXREALTY		Check Register			Page: 2	
ENTITY: 742		Essex Realty SaaS DB			Date: 7/28/2015	
		CITY OF LAGUNA HILLS			Time: 03:21 PM	
07/15 Through 07/15						
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Discount
Entity	P.O. Number	Account Number	Account Name		Date	Amount
Dept	Reference	Description			Due Date	Amount
742		5460-0000	Plumbing Repairs/Supplies		6/18/2015	0.00
@	44385	Plumbing Parts Common Area RR				
103949	7/1/2015	07/15	HATTOX	HATTOX DESIGN GROUP LLC		
742		7320-0000	Admin & Professional Exp.	1506102	6/25/2015	0.00
@	Design Fees - Travis	Knudson				
103950	7/1/2015	07/15	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC		
742		5510-0000	Pkg Lot-Lighting	1241769	7/25/2015	0.00
@	06/15 Lot Lighting					
742		5510-0000	Pkg Lot-Lighting	1241394	6/1/2015	0.00
@	05/15 Lot Lighting					
742		5510-0000	Pkg Lot-Lighting	1241394	6/1/2015	0.00
@	05/15 Lot Lighting - Supplies					
742		5510-0000	Pkg Lot-Lighting	1241769	7/25/2015	0.00
@	6/15 Lighting Supply					
103951	7/1/2015	07/15	REGENC	REGENCY ENTERPRISES INC dba		
742		5465-0000	Electrical Repair/Maint	3372110	7/17/2015	0.00
@	1287741		06/17/15 Lighting Parts			
742		5465-0000	Electrical Repair/Maint	3375170	7/22/2015	0.00
@	1287741		06/17/15 Lighting Parts			
103952	7/1/2015	07/15	SCE	SOUTHERN CALIFORNIA EDISON		
742		5499-0000	Electricity-General	06934-062415	6/24/2015	0.00
@	2270506934		05/22/15 - 06/23/15 Mtr 259000-050224			
103953	7/1/2015	07/15	SKYLIN	CTJAMJT CORPORATION dba		
742		5490-0000	Pest Control	14926	7/24/2015	0.00
@	3018		06/15 Pest Control			

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Dept	Reference		Description		
			Invoice Number	Invoice Date	Due Date
				Invoice Amount	Check Amount
				Discount Amount	

103954	7/1/2015	07/15	SSDSYS	SECURITY SIGNAL DEVICES INC dba		
742		5121-0000	Security-Fire Alarms	1110654-A	6/12/2015	75.00
@	07/15 Sys Maint				6/12/2015	150.00
742		7333-0000	Repairs & Maint- Indirect	1110654-A	6/12/2015	484.20
@	07/15 Sys Maint					
Check Total:						75.00
103955	7/7/2015	07/15	ESSEX	ESSEX REALTY MANAGEMENT INC		
742		5305-0000	Mgmt Fee-Agent	742-0615R	7/1/2015	508.29
@	742	06/15 Mgmt Fee Recon				
742		5305-0000	Mgmt Fee-Agent	742-070115	7/1/2015	3,378.00
@	742	07/15 Mgmt Fee				
Check Total:						3,886.29
103956	7/13/2015	07/15	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC		
742		5562-0000	Landscaping-Interior	3884	6/26/2015	362.12
@	07/15 Int Plant Svc					
Check Total:						362.12
103957	7/13/2015	07/15	AT&T	AT&T		
742		5504-0000	Property Telephone	615 4587929	6/15/2015	32.82
@	9494587929811	05/15/15 - 06/14/15 949-458-7929				
Check Total:						32.82
103958	7/13/2015	07/15	AT&T	AT&T		
742		5504-0000	Property Telephone	000006711341	6/15/2015	32.51
@	9494587929655	05/15/15 - 06/14/15 949-458-7292				
Check Total:						32.51
103959	7/13/2015	07/15	AT&T	AT&T		
742		5504-0000	Property Telephone	000006711344	6/15/2015	180.57
@	9495837765123	05/15/15 - 06/14/15 949-583-7765				
Check Total:						180.57

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		CITY OF LAGUNA HILLS				Time: 03:21 PM				
		07/15 Through 07/15								
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Entity	P.O. Number	Account Number	Description	Account Name						
103960	7/13/2015	07/15	RICHA5	RICHARD L. SEIDE APC						
742		7310-0000	Legal Fees		100410	7/1/2015	7/1/2015	260.00	0.00	260.00
@	06/15	Legal Fees Car	no & Carlton							
Check Total:								180.57	0.00	180.57
103961	7/13/2015	07/15	RICHA8	RICHARD FISHER ASSOCIATES						
742		1230-0000	Capital Improvements		3629-R2	5/15/2015	6/14/2015	1,990.00	0.00	1,990.00
@	05/15	Engineering Sv	c parking lot grading							
Check Total:								1,990.00	0.00	1,990.00
103962	7/13/2015	07/15	SCE	SOUTHERN CALIFORNIA EDISON						
742		5499-0000	Electricity-General		97749-062615	6/26/2015	6/26/2015	6,507.24	0.00	6,507.24
@	2265197749		05/26/15 - 06/24/15							
Check Total:								6,507.24	0.00	6,507.24
103963	7/16/2015	07/15	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC						
742		1230-0000	Capital Improvements		1236425	6/11/2015	7/11/2015	6,700.00	0.00	6,700.00
@		Arch Flash Infrared	Test							
Check Total:								6,700.00	0.00	6,700.00
103964	7/16/2015	07/15	MERCH1	MERCHANTS BUILDING MAINTENANCE LLC						
742		5150-0000	Add'l Cleaning-DayPorter		409585	6/1/2015	6/11/2015	2,980.00	0.00	2,980.00
@	33013		06/15 Dayporter Svc							
Check Total:								2,980.00	0.00	2,980.00
103965	7/16/2015	07/15	THEGAS	THE GAS COMPANY						
742		5500-0000	Gas		71474-070815	7/8/2015	7/28/2015	30.34	0.00	30.34
@	14430971474		06/04/15 - 07/06/15 Mtr	13001720						
Check Total:								30.34	0.00	30.34
103966	7/16/2015	07/15	TSCMCO	TSCM CORP.						
742		5525-0000	Pkg Lot-Sweeping		7015118	7/1/2015	7/31/2015	221.00	0.00	221.00

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Entity	P.O. Number	Account Number	Description	Account Name	
Dept	Reference				
				Invoice Number	Invoice Date
				Invoice Amount	Due Date
				Discount Amount	Check Amount

@	07/15 Lot Sweeping				
103967	7/23/2015	07/15	MERCH1	MERCHANTS BUILDING MAINTENANCE LLC	
742		5150-0000	Add'l Cleaning-DayPorter	411427	7/1/2015
@	33013		07/15 Dayporter Svc		
				Check Total:	221.00
					221.00
103968	7/23/2015	07/15	REGENC	REGENCY ENTERPRISES INC dba	
742		5465-0000	Electrical Repair/Maint	3380550	6/29/2015
@	1287741		6/17 Lighting Parts		
742		5465-0000	Electrical Repair/Maint	3382069	6/30/2015
@	1287741		6/18 Lighting Parts		
				Check Total:	603.56
					603.56
103969	7/23/2015	07/15	STONEI	PAUL RIHA dba	
742		4800-0000	Tenant Reimbursements	21078	7/1/2015
@	Sign install Camo				
742		4800-0000	Tenant Reimbursements	21078	7/1/2015
@	Sign install - Senat		or Bates		
				Check Total:	399.60
					399.60
				CITY OF LAGUNA HILLS Total:	39,637.56
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				Grand Total:	39,637.56
					39,637.56

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Entity	P.O. Number	Account Number	Account Name		
Dept	Reference	Description			
			Invoice Number	Invoice Date	Due Date
			Invoice Amount		
			Discount Amount		Check Amount

103970	8/4/2015	08/15	AT&T	AT&T	
742		5504-0000	Property Telephone		
@	9495837765123	06/15/15-07/14/15	949-583-7765		
				000006819510	7/15/2015
					180.78
					180.78

103971	8/4/2015	08/15	COXCOM	COX COMMUNICATIONS	
742		5410-0000	HVAC Contract Services		
@	0017601048511901	07/05/15-08/04/15	DSL for EMS		
				11901-070515	7/5/2015
					79.00
					79.00

103972	8/4/2015	08/15	EL TORO	EL TORO WATER DISTRICT	
742		5502-0000	Water & Sewer		
@	169922449540	06/10/15 - 07/14/15	Mtr 08956098		
				49540-071415	7/31/2015
					2,096.10
					56.00
					558.76
					558.76

103973	8/4/2015	08/15	SCE	SOUTHERN CALIFORNIA EDISON	
742		5499-0000	Electricity-General		
@	2270506934	06/23/15-07/23/15	Mtr 259000-050224		
				06934-072415	7/24/2015
					5,278.08
					5,278.08

103974	8/4/2015	08/15	ESSEX	ESSEX REALTY MANAGEMENT INC	
742		5305-0000	Mgmt Fee-Agent		
@	742	08/15	Mgmt Fee		
				742-080115	8/1/2015
					3,378.00
					3,378.00

103975	8/13/2015	08/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba	
742		5130-0000	Cleaning Contract-Janitor		
@	111	07/15	Janitorial Svc		
				M1075423-IN	7/24/2015
					2,456.43
					2,456.43

103976	8/13/2015	08/15	AT&T	AT&T	

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	
Entity	P.O. Number	Account Number	Account Number	Account Name	
Dept	Reference	Description			
			Invoice Number	Invoice Date	Due Date
			Invoice Amount	Discount Amount	Check Amount

742	@	9494587929811	5504-0000	Property Telephone	06/15/15-07/14/15 949-458-7929	0000068195DB	7/15/2015	7/15/2015	33.02	0.00	33.02
						Check Total:			33.02	0.00	33.02
103977	8/13/2015	08/15	FERGU1	FERGUSON ENTERPRISES INC		2191643	7/17/2015	7/27/2015	236.52	0.00	236.52
742	@	44385	5465-0000	Electrical Repair/Maint	07/15 Lighting supplies		Check Total:		236.52	0.00	236.52
103978	8/13/2015	08/15	FIRESA	THE BRETHERN INC dba		1014423	7/1/2015	7/31/2015	150.00	0.00	150.00
742	@	ACCT1965	5121-0000	Security-Fire Alarms	07/15-09/15 Fire Alarm Monit		Check Total:		150.00	0.00	150.00
103979	8/13/2015	08/15	HATTOX	HATTOX DESIGN GROUP LLC		1507100	7/23/2015	7/23/2015	800.00	0.00	800.00
742	@	Design Fees Braille	7320-0000	Admin & Professional Exp.	Institute		Check Total:		800.00	0.00	800.00
103980	8/13/2015	08/15	NIEVES	NIEVES LANDSCAPE INC		58271	8/1/2015	8/31/2015	2,400.00	0.00	2,400.00
742	@	08/15 Landscaping	5560-0000	Landscaping Contract			Check Total:		2,400.00	0.00	2,400.00
103981	8/13/2015	08/15	REGENC	REGENCY ENTERPRISES INC dba		3395243	7/20/2015	8/19/2015	249.01	0.00	249.01
742	@	1287741	5465-0000	Electrical Repair/Maint	07/16 Lighting Parts		Check Total:		249.01	0.00	249.01
103982	8/13/2015	08/15	SCE	SOUTHERN CALIFORNIA EDISON		97749-072815	7/28/2015	7/28/2015	7,144.59	0.00	7,144.59
742	@	2265197749	5499-0000	Electricity-General	06/24/15-07/24/15		Check Total:		7,144.59	0.00	7,144.59

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	
Entity	P.O. Number	Account Number	Account Name		
Dept	Reference		Description		
			Invoice Number	Invoice Date	Due Date
				Invoice Amount	Discount Amount
					Check Amount

103983	8/13/2015	08/15	SKYLIN	CTJAMJT CORPORATION dba						
742		5490-0000	Pest Control	17262			75.00	0.00		75.00
@	3018		07/15 Pest Control							
						Check Total:	75.00	0.00		75.00
103984	8/13/2015	08/15	SSDSYS	SECURITY SIGNAL DEVICES INC dba						
742		5121-0000	Security-Fire Alarms	1118224-A			160.20	0.00		160.20
@	08/15 Sys Maint									
742		7333-0000	Repairs & Maint- Indirect	1118224-A			517.13	0.00		517.13
@	08/15 Sys Maint					Check Total:	677.33	0.00		677.33
103985	8/13/2015	08/15	THEGAS	THE GAS COMPANY						
742		5500-0000	Gas	71474-080615			26.71	0.00		26.71
@	14430971474		07/06/15-08/04/15 Mtr 13001720			Check Total:	26.71	0.00		26.71
103986	8/24/2015	08/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba						
742		5160-0000	Cleaning Supplies	M1076848-IN			232.27	0.00		232.27
@	111		Add'l Paper supplies							
742		5160-0000	Cleaning Supplies	M1076850-IN			670.06	0.00		670.06
@	111		07/15 Janitorial Supplies			Check Total:	902.33	0.00		902.33
103987	8/24/2015	08/15	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC						
742		5562-0000	Landscaping-Interior	4301			362.12	0.00		362.12
@	08/15 Int Plant Svc					Check Total:	362.12	0.00		362.12
103988	8/24/2015	08/15	AT&T	AT&T						
742		5504-0000	Property Telephone	000006819507			32.71	0.00		32.71
@	9494587292655		06/15/15-07/14/15 949-458-7292			Check Total:	32.71	0.00		32.71
103989	8/24/2015	08/15	COASTL	COASTLINE DEVELOPMENT, INC.						

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Invoice Date
Dept	Reference	Description			Due Date
				Invoice Amount	Discount Amount
					Check Amount

742	@	TI - Senator's Office	1240-0000	Tenant Improvements	7981.04	6/23/2015	7/23/2015	8,564.69	0.00	8,564.69
				Retention Billing						
103990	8/24/2015	08/15	CONTRO	CONTROLLED KEY SYSTEMS INC						
742	@	OT - Rekey Suite 250	4800-0000	Tenant Reimbursements	220247	7/8/2015	8/7/2015	337.33	0.00	337.33
							Check Total:	8,564.69	0.00	8,564.69
103991	8/24/2015	08/15	FIRESA	THE BRETHERN INC dba						
742	@	ACCT1965	5121-0000	Security-Fire Alarms	1015230	7/31/2015	8/30/2015	195.00	0.00	195.00
				3rd Qrt Sprkler Insp			Check Total:	337.33	0.00	337.33
103992	8/24/2015	08/15	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC						
742	@	07/15 Lot Lighting	5510-0000	Pkg Lot-Lighting	1242282	7/30/2015	8/29/2015	124.00	0.00	124.00
742	@	07/15 Lighting Rprs	5510-0000	Pkg Lot-Lighting	1242282	7/30/2015	8/29/2015	46.81	0.00	46.81
							Check Total:	170.81	0.00	170.81
103993	8/24/2015	08/15	SSDSYS	SECURITY SIGNAL DEVICES INC dba						
742	@	09/15 Sys Maint	7333-0000	Repairs & Maint- Indirect	1124214-A	8/13/2015	8/13/2015	517.33	0.00	517.33
742	@	09/15 Sys Maint	5121-0000	Security-Fire Alarms	1124214-A	8/13/2015	8/13/2015	160.00	0.00	160.00
							Check Total:	677.33	0.00	677.33
103994	8/24/2015	08/15	VORTEX	VORTEX INDUSTRIES INC						
742	@	238399	5475-0000	Doors & Locks	09-950241-1	8/5/2015	8/5/2015	251.00	0.00	251.00
				Door Rpr City offices			Check Total:	251.00	0.00	251.00
103995	8/24/2015	08/15	WATERT	WATER TECHNIQUES						
742			7333-0000	Repairs & Maint- Indirect	696297344	8/4/2015	8/14/2015	271.98	0.00	271.98

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Dept	Reference		Description		
			Invoice Number	Invoice Date	Due Date
			Invoice Amount		
			Discount Amount		Check Amount

103996	9/3/2015	09/15	002072	LAW OFFICES OF RICK J FENELLI LLP	
742		1240-0000	Tenant Improvements	742-082415	
@	TI Reimb Suite 260 -	Millennium 2000 Carpet Clng & Robert Patti Painting		8/24/2015	9/23/2015
				800.00	0.00
				Check Total:	
				800.00	800.00
103997	9/3/2015	09/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba	
742		5130-0000	Cleaning Contract-Janitor	M1081175-IN	
@	111	08/15	Janitorial Svc	8/21/2015	9/20/2015
				2,456.43	0.00
742		5160-0000	Cleaning Supplies	M1082827-IN	
@	111	08/15	Janitorial Supplies	8/26/2015	8/26/2015
				565.43	0.00
742		5119-0000	Security-Contracted	M1083128-IN	
@	111		Emerg Call to secure open doors	8/27/2015	9/26/2015
				145.00	0.00
				Check Total:	
				3,166.86	3,166.86
103998	9/3/2015	09/15	ABMSER	ABM ONSITE SERVICES WEST INC.	
742		5495-0000	Onsite Maint Personnel	8252877A	
@	7596921	06/15	Engineering	7/12/2015	7/12/2015
				1,326.33	0.00
				Check Total:	
				1,326.33	1,326.33
103999	9/3/2015	09/15	AMTEC2	PACIFIC COAST ELEVATOR INC dba	
742		5435-0000	Elevator Contract Service	DVB06326915	
@	320358	09/15-11/15	Elevator Svc	8/20/2015	8/20/2015
				1,421.94	0.00
				Check Total:	
				1,421.94	1,421.94
104000	9/3/2015	09/15	AT&T	AT&T	
742		5504-0000	Property Telephone	000006938440	
@	9494587292655	07/15/15-08/14/15	949-458-7292	8/15/2015	8/15/2015
				35.48	0.00
742		5504-0000	Property Telephone	000006938441	
@	9494587292811	07/15/15-08/14/15	949-458-7929	8/15/2015	8/15/2015
				36.04	0.00
742		5504-0000	Property Telephone	000006938443	
@	9495837765123	07/15/15-08/14/15	949-583-7765	8/15/2015	8/15/2015
				218.30	0.00
				Check Total:	
				289.82	289.82
104001	9/3/2015	09/15	BIS	BIS INC. dba	
742		1240-0000	Tenant Improvements	14781	
@	TI #300 panel audit	& corrections		8/10/2015	9/9/2015
				715.00	0.00

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Account Number	Description	Account Name						
104002	9/3/2015	09/15	CITYLA	CITY OF LAGUNA HILLS						
742		5810-0000	Insurance - Earthquake	433		8/26/2015	8/26/2015	19,741.50	0.00	19,741.50
@	742		Earthquake Insurance Reimb	9/26/15-9/25/16 Aliiant Ins	742-072915	7/29/2015	7/29/2015	37,391.76	0.00	37,391.76
742		5805-0000	Insurance	Reimb ERMAC Pmt, Inv #130 Insurance 07/15-06/16						
@	742									
		Check Total:						715.00	0.00	715.00
104003	9/3/2015	09/15	COXCOM	COX COMMUNICATIONS						
742		5410-0000	HVAC Contract Services	11901-080515		8/5/2015	8/5/2015	79.00	0.00	79.00
@	0017601048511901	08/05/15-09/04/15	DSL for EMS							
		Check Total:						79.00	0.00	79.00
104004	9/3/2015	09/15	EL TORO	EL TORO WATER DISTRICT						
742		5502-0000	Water & Sewer	49540-081315		8/13/2015	9/8/2015	2,103.69	0.00	2,103.69
@	169922449540	07/14/15-08/13/15	Mtr 08956098							
742		5502-0000	Water & Sewer	49542-081315		8/13/2015	9/8/2015	56.00	0.00	56.00
@	169922449542	07/14/15-08/13/15	Mtr 00036069							
742		5502-0000	Water & Sewer	49548-081315		8/13/2015	9/8/2015	363.84	0.00	363.84
@	169922449548	07/14/15-08/13/15	Mtr 08188857							
		Check Total:						2,523.53	0.00	2,523.53
104005	9/3/2015	09/15	HATTOX	HATTOX DESIGN GROUP LLC						
742		7320-0000	Admin & Professional Exp.	1508103		8/19/2015	9/18/2015	65.00	0.00	65.00
@		Design Fees #300								
		Check Total:						65.00	0.00	65.00
104006	9/3/2015	09/15	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC						
742		7330-0000	Tenant Space Refurb	1242542		8/21/2015	9/20/2015	276.50	0.00	276.50
@		Electric Breaker Rpr	#220							
		Check Total:						276.50	0.00	276.50
104007	9/3/2015	09/15	MERCH1	MERCHANTS BUILDING MAINTENANCE LLC						
742		5150-0000	Add'l Cleaning-DayPorter	413415		8/1/2015	8/1/2015	2,980.00	0.00	2,980.00
@	33013		08/15 Dayporter Svc							

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Account Number	Account Number	Account Name						
	Dept	Reference	Description							

104008	9/3/2015	09/15	PACRIM	PACIFIC RIM MECHANICAL, INC.						
742		5415-0000	HVAC Repair/Maint		SRV050012	8/20/2015	8/20/2015	2,980.00	0.00	2,980.00
@	10770		Replaced seal kit on cooling tower					620.79	0.00	620.79
742		5415-0000	HVAC Repair/Maint		SRV050171	8/24/2015	8/24/2015	208.00	0.00	208.00
@	10770		AC Rpr #330					297.00	0.00	297.00
742		5415-0000	HVAC Repair/Maint		SRV050172	8/24/2015	8/24/2015	297.00	0.00	297.00
@	10770		AC Rpr suite 150					1,125.79	0.00	1,125.79
Check Total:										
104009	9/3/2015	09/15	REGENC	REGENCY ENTERPRISES INC dba						
742		5465-0000	Electrical Repair/Maint		3414994	8/12/2015	9/11/2015	358.92	0.00	358.92
@	1287741		08/12 Lighting Parts					358.92	0.00	358.92
Check Total:										
104010	9/3/2015	09/15	SCE	SOUTHERN CALIFORNIA EDISON						
742		5499-0000	Electricity-General		06934-082415	8/24/2015	8/24/2015	5,191.82	0.00	5,191.82
@	2270506934		07/23/15-08/21/15 Mtr 259000-050224					7,657.45	0.00	7,657.45
742		5499-0000	Electricity-General		97749-082615	8/26/2015	8/26/2015	7,657.45	0.00	7,657.45
@	2265197749		07/24/15-08/24/15					12,849.27	0.00	12,849.27
Check Total:										
104011	9/3/2015	09/15	SKYLIN	CTJAMJT CORPORATION dba						
742		5490-0000	Pest Control		19768	8/24/2015	9/23/2015	75.00	0.00	75.00
@	3018		08/15 Pest Control					75.00	0.00	75.00
Check Total:										
104012	9/3/2015	09/15	TSCMCO	TSCM CORP.						
742		5525-0000	Pkg Lot-Sweeping		8015119	8/1/2015	8/31/2015	221.00	0.00	221.00
@	08/15 Lot Sweeping							221.00	0.00	221.00
Check Total:										
104013	9/3/2015	09/15	WESTEL	WESTEL COMMUNICATIONS INC						
742		1240-0000	Tenant Improvements		3063	4/16/2015	4/16/2015	546.35	0.00	546.35
@	Data Wiring for 205									

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Account Number	Account Number	Account Name						
Dept	Reference		Description							

104014	9/8/2015	09/15	ESSEX	ESSEX REALTY MANAGEMENT INC	742-090115	9/1/2015	9/1/2015	3,378.00	0.00	3,378.00
742		5305-0000	Mgmt Fee-Agent							
@	742		09/15 Mgmt Fee							
Check Total:								546.35	0.00	546.35
104015	9/9/2015	09/15	SSDSYS	SECURITY SIGNAL DEVICES INC dba	391587-S	7/20/2015	7/20/2015	2,496.16	0.00	2,496.16
742		7333-0000	Repairs & Maint- Indirect							
@			Zone Expander/System ID for Bldg							
Check Total:								3,378.00	0.00	3,378.00
104016	9/11/2015	09/15	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC	4687	8/28/2015	9/12/2015	362.12	0.00	362.12
742		5562-0000	Landscaping-Interior							
@			09/15 Int Plant Svc							
Check Total:								2,496.16	0.00	2,496.16
104017	9/11/2015	09/15	FIRESA	THE BRETHREN INC dba	1015965	8/31/2015	9/30/2015	141.00	0.00	141.00
742		5121-0000	Security-Fire Alarms							
@			Fire Extinguisher Svc							
Check Total:								362.12	0.00	362.12
104018	9/11/2015	09/15	MERCH1	MERCHANTS BUILDING MAINTENANCE LLC	415384	9/1/2015	9/11/2015	2,980.00	0.00	2,980.00
742		5150-0000	Add'l Cleaning-DayPorter							
@	33013		09/15 Dayporter Svc							
Check Total:								141.00	0.00	141.00
104019	9/11/2015	09/15	NIEVES	NIEVES LANDSCAPE INC	58426	9/1/2015	10/1/2015	2,400.00	0.00	2,400.00
742		5560-0000	Landscaping Contract							
@			09/15 Landscape Svc							
Check Total:								2,980.00	0.00	2,980.00
104020	9/11/2015	09/15	TSCMCO	TSCM CORP.	9015118	9/1/2015	10/1/2015	221.00	0.00	221.00
742		5525-0000	Pkg Lot-Sweeping							
@			09/15 Lot Sweeping							
Check Total:								2,400.00	0.00	2,400.00

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Account Number	Description	Account Name						
Dept	Reference									

104021	9/11/2015	09/15	ESSEX	ESSEX REALTY MANAGEMENT INC	742 090115	9/1/2015	9/1/2015	221.00	0.00	221.00
742		1240-0000	Tenant Improvements					973.55	0.00	973.55
@	742		Ste 300 TI Const Mgmt Fee BIS Inv's					973.55	0.00	973.55
Check Total:								221.00	0.00	221.00
104022	9/16/2015	09/15	THE GAS	THE GAS COMPANY	71474-090415	9/4/2015	9/25/2015	24.95	0.00	24.95
742		5500-0000	Gas					24.95	0.00	24.95
@	14430971474		08/04/15-09/02/15 Mtr 13001720					24.95	0.00	24.95
Check Total:								24.95	0.00	24.95
104023	9/17/2015	09/15	ESSEX	ESSEX REALTY MANAGEMENT INC	742-201Const	9/14/2015	9/14/2015	4,282.34	0.00	4,282.34
742		1240-0000	Tenant Improvements					4,282.34	0.00	4,282.34
@	742		201 Const Comm - CDI # 1,2,3,4					4,282.34	0.00	4,282.34
Check Total:								4,282.34	0.00	4,282.34
104024	9/21/2015	09/15	CONTRO	CONTROLLED KEY SYSTEMS INC	221360	8/20/2015	9/19/2015	136.75	0.00	136.75
742		5475-0000	Doors & Locks					136.75	0.00	136.75
@			elect Rm door Rpr					136.75	0.00	136.75
Check Total:								136.75	0.00	136.75
104025	9/21/2015	09/15	FERGU1	FERGUSON ENTERPRISES INC	2338946	8/25/2015	9/4/2015	14.86	0.00	14.86
742		5460-0000	Plumbing Repairs/Supplies					14.86	0.00	14.86
@	44385		8/25 Plumbing Parts					14.86	0.00	14.86
Check Total:								14.86	0.00	14.86
104026	9/21/2015	09/15	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC	1242696	9/2/2015	10/2/2015	124.00	0.00	124.00
742		5510-0000	Pkg Lot-Lighting					124.00	0.00	124.00
@	08/15 Lot Lighting							161.50	0.00	161.50
742		5510-0000	Pkg Lot-Lighting					161.50	0.00	161.50
@	08/15 Lot Lighting		Parts					285.50	0.00	285.50
Check Total:								285.50	0.00	285.50
104027	9/21/2015	09/15	REGENC	REGENCY ENTERPRISES INC dba						

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09/15 Through 09/15					
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	
Entity	P.O. Number	Account Number	Account Name		
Dept	Reference		Description	Invoice Number	Invoice Date
				Due Date	
				Invoice Amount	Discount Amount
					Check Amount

742	@	1287741	5465-0000	Electrical Repair/Maint 08/25 Lgithing Supplies	3425109	8/25/2015	9/24/2015	235.32	0.00	235.32
Check Total:										
235.32										235.32
104028	9/24/2015	09/15	PACRIM	PACIFIC RIM MECHANICAL, INC.						
742			5410-0000	HVAC Contract Services	SRV050657	9/1/2015	10/1/2015	3,669.50	0.00	3,669.50
@	C2448			Qtrly HVAC Maint						
Check Total:										
3,669.50										3,669.50
OL781852	9/21/2015	09/15	OCTAX	ORANGE COUNTY TAX COLLECTOR						
742			6205-0000	Real Estate Taxes	742-083115	8/1/2015	8/1/2015	182.85	0.00	182.85
@	742			2015 Property Tax - Reference # 0778347 - Suite 220						
742			6205-0000	Real Estate Taxes	742-083115	8/1/2015	8/1/2015	249.47	0.00	249.47
@	742			2015 Property Tax - Reference # 0778345 - Suite # 301						
742			6205-0000	Real Estate Taxes	742-083115	8/1/2015	8/1/2015	134.85	0.00	134.85
@	742			2015 Property Tax - Reference # 0778344 - Suite # 320						
742			6205-0000	Real Estate Taxes	742-083115	8/1/2015	8/1/2015	174.81	0.00	174.81
@	742			2015 Property Tax - Reference # 0778346 - Suite # 200						
Check Total:										
741.98										741.98
CITY OF LAGUNA HILLS Total:										
108,296.60										108,296.60
Grand Total:										
108,296.60										108,296.60

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:37 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Gilbert, Vice Chair Kogerman, Agency Member Carruth,
Agency Member Sedgwick.

Absent: Agency Member Blount.

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR OCTOBER 13, 2015

THE PLANNING AGENCY APPROVED THE MINUTES OF THE OCTOBER 13, 2015, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/VICE CHAIR KOGERMAN. APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER BLOUNT ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council meeting at 7:38 p.m. All Council Members were present with the exception of Council Member Blount.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

There was no City Manager report.

