



## CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

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### REGULAR MEETING AGENDA Tuesday, October 24, 2023 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

Dave Wheeler, Mayor Pro Tempore  
Erica Pezold, Council Member

Don Caskey, Council Member  
Joshua Sweeney, Council Member

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

**In Person Public Comments:** 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 and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

**Submission of Electronic Public Comments:** Those wishing to make electronic public comments may submit their comments by email to the City Clerk at [publiccomments@lagunahillsCA.gov](mailto:publiccomments@lagunahillsCA.gov), by 5:00 p.m. on Tuesday, October 24, 2023. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by 5:00 p.m. on Tuesday, October 24, 2023. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

**Please note:** The City Council is making every effort to follow the spirit and intent of the Brown Act and other applicable laws regulating the conduct of public meetings in order to maximize transparency and public access. For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via email at [jlee@lagunahillsca.gov](mailto:jlee@lagunahillsca.gov).

**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 OF CITY COUNCIL MEMBERS****ANNOUNCEMENT OF CLOSED SESSION ITEM(S)**

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

**A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

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

Public Employee Title: City Manager - Annual Performance Review

**PUBLIC COMMENT ON CLOSED SESSION ITEM(S)****ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR CITY COUNCIL CHAMBER****CONVENE INTO CLOSED SESSION**

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

**RECONVENE TO CITY COUNCIL CHAMBER****RECESS**





## CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

### REGULAR MEETING AGENDA Tuesday, October 24, 2023 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

Dave Wheeler, Mayor Pro Tempore  
Erica Pezold, Council Member

Don Caskey, Council Member  
Joshua Sweeney, Council Member

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

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

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

**INVOCATION:** Rev Pat McCaughan of St. George Episcopal Church

**PLEDGE OF ALLEGIANCE:** Council Member Pezold

**ROLL CALL OF CITY COUNCIL MEMBERS****CLOSED SESSION REPORT****1. PRESENTATIONS AND PROCLAMATIONS****1.1 Lomarena Elementary Student Liaison Report**

**Recommendation:** That the City Council present a Certificate of Appointment and receive a report from Lomarena Elementary School Student Liaison Arthur Hayaud.

**1.2 Laguna Hills High School Student Liaison Report**

**Recommendation:** That the City Council receive an oral report from Laguna Hills High School 2023 Fall Student Liaison Forrest Frey.

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

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

**3. PUBLIC COMMENTS**

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

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**4. CONSENT CALENDAR**

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

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

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

**4.2 Approval of Minutes for October 10, 2023, Special Meeting**

**Recommendation:** That the City Council approve the City Council Minutes for the October 10, 2023, Special Meeting.

**4.3 Approval of Minutes for October 10, 2023, Regular Meeting**

**Recommendation:** That the City Council approve the City Council/Planning Agency Minutes for the October 10, 2023, Regular Meeting.

**4.4 Ratification of October 24, 2023, Warrant Register**

**Recommendation:** That the City Council ratify the accompanying Warrant Register for the period from October 3, 2023, to October 12, 2023, in the amount of \$1,403,275.65.

**4.5 Treasurer's Investment Report for September 2023**

**Recommendation:** That the City Council receive and file the Treasurer's Investment Report for the month of September 2023.

**4.6 Appointment of Labor Negotiator**

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

**4.7 Second Reading & Adoption of Proposed Ordinance Adding Chapter 3-36 (Informal Bidding - Public Projects) to Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code to Provide Informal Bidding Procedures in Accordance with the Uniform Public Construction Cost Accounting Act**

**Recommendation:** That the City Council: 1) Adopt an Ordinance entitled: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 3-36 (INFORMAL BIDDING - PUBLIC PROJECTS) TO TITLE 3 (REVENUE AND FINANCE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES IN ACCORDANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT"; and 2) Authorize the Mayor to execute the Ordinance.

**4.8 Approval of Proposed Contract Services Agreement for School Crossing Guard Services with All City Management Services, Inc., for a Three-Year Term**

**Recommendation:** That the City Council: 1) Approve the proposed Contract Services Agreement with All City Management Services, Inc., to provide school crossing guard services. The proposed contract is for a three-year term from November 10, 2023, through June 30, 2026, for a total not-to-exceed maximum contract amount of \$457,152. The total not-to-exceed maximum contract amount is an aggregate of the following anticipated annual amounts: \$138,845 for Year 1 (2023/2024); \$147,096 for Year 2 (2024/2025); \$156,211 for Year 3 (2025/2026); and an additional \$5,000 per year (\$15,000) to cover unanticipated costs; and 2) Authorize the Mayor to execute the proposed Contract Services Agreement for school crossing guard services with All City Management Services, Inc.

**4.9 Fiscal Year 2022-2023 Development Impact Fees Annual Report**

**Recommendation:** That the City Council approve the Fiscal Year 2022-2023 Development Impact Fees Annual Report pursuant to California Government Code Section 66006.

**4.10 Purchase of Electric Cart with AB2766 Funds**

**Recommendation:** That the City Council authorize the Finance Director to amend the budget in the AQMD AB2766 fund in the amount of \$15,500 to afford the purchase of a new electric cart.

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

**5. PLANNING AGENCY****5.1. ROLL CALL OF PLANNING AGENCY MEMBERS****5.2. PUBLIC COMMENTS**

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

**5.3. APPROVAL OF MINUTES****5.4. ADMINISTRATIVE REPORTS****5.5. PLANNING AGENCY PUBLIC HEARINGS**

**5.5.1 Site Development Permit/Master Sign Program (SDP/MSP)  
No. USE-0140-2023, a Request by Diana Nagel, Project Manager  
with Promotional Signs, on Behalf of Property Owner Milan  
Capital Management for Approval of a Master Sign Program for  
Laguna Hills Plaza Located at 24901 Alicia Parkway**

**Recommendation:** That the Planning Agency:

- 1) Resume the public hearing continued from September 26, 2023;
- 2) Find and determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15311(a) (Class 11, Accessory Structures); and
- 3) Adopt a Resolution entitled: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM (SDP/MSP) NO. USE-0140-2023, A REQUEST BY DIANA NAGEL, PROJECT MANAGER WITH PROMOTIONAL SIGNS ON BEHALF OF PROPERTY OWNER MILAN CAPITAL MANAGEMENT FOR APPROVAL OF A MASTER SIGN PROGRAM FOR LAGUNA HILLS PLAZA LOCATED AT 24901 ALICIA PARKWAY."

**PLANNING AGENCY ADJOURNMENT****6. CITY COUNCIL PUBLIC HEARINGS**

**7. ADMINISTRATIVE REPORTS****7.1. City Manager****7.2. Deputy City Manager/Community Services Director****7.2.1 The City of Laguna Hills Memorial Day Race Event and the 3/5 Marine Battalion**

**Recommendation:** That the City Council discuss and provide direction to Staff on the City's Memorial Day Race event and the event's support of the 3/5 Marine Battalion.

**8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS****8.1 Opposition to Assembly Constitutional Amendment (ACA) 1 and Assembly Constitutional Amendment (ACA) 13.**

**Recommendation:** Mayor Heft recommends that the City Council direct staff to prepare a resolution supporting the Taxpayer Protection Act and letters of opposition to Assembly Constitutional Amendment (ACA) Nos. 1 and 13, and return to at a future meeting for City Council approval.

**9. CITY COUNCIL MEMBER COMMITTEE REPORTS****9.1 Committee Assignment Reports**

**Recommendation:** That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

**10. CITY COUNCIL MEMBER COMMENTS****ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be November 14, 2023, at 7:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

## CERTIFICATION

I, JENNIFER LEE, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by October 20, 2023, at 5:00 p.m.

  
\_\_\_\_\_  
Jennifer Lee, City Clerk

October 20, 2023

\_\_\_\_\_  
Date

***It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please 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. In addition, such writings or documents will be made available for public review on the City's website at: <https://www.lagunahillsca.gov/supplementalagenda> and at the respective public meeting.***

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



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 24, 2023  
**TO:** Mayor and Council Members  
**FROM:** Jennifer Lee  
 City Clerk  
**ISSUE:** Schedule of Future Events

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

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#### **SUMMARY:**

##### **City Council/Planning Agency Regular Meetings**

Tuesday, November 14, 7:00pm, Laguna Hills Civic Center Council Chamber  
 Tuesday, November 28, 7:00pm, Laguna Hills Civic Center Council Chamber

##### **National Prescription Take Back Day**

Saturday, October 28, 10:00am-2:00pm, Laguna Hills Community Center and Sports Complex

##### **2023 Laguna Hills State of the City presented by Laguna Hills Chamber of Commerce**

Wednesday, November 8, 11:30am – 1pm, Laguna Hills Community Center

##### **Veterans Day – City Hall & Community Center Closed**

Friday, November 10 and Saturday, November 11

##### **Traffic Commission Regular Meeting**

Wednesday, November 15, 7:00pm, Laguna Hills Civic Center Council Chamber

##### **Events, Communication, and Beautification Committee Regular Meeting**

Monday, November 20, 11:00am, Civic Center Admin Conference Room





# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 24, 2023  
**TO:** Mayor and Council Members  
**FROM:** Jennifer Lee  
City Clerk  
**ISSUE:** Approval of Minutes for October 10, 2023, Special Meeting

---

**RECOMMENDATION:** That the City Council approve the City Council Minutes for the October 10, 2023, Special Meeting.

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**ATTACHMENTS:**

- City Council Minutes for the October 10, 2023, Special Meeting

**CITY OF LAGUNA HILLS  
CITY COUNCIL**

**SPECIAL MEETING  
MINUTES  
Tuesday, October 10, 2023**

**CALL TO ORDER**

The meeting was called to order at 5:00 p.m. by Mayor Heft.

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

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

Pursuant to Government Code Section 54956.9

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

**PUBLIC COMMENT ON CLOSED SESSION ITEM(S)**

There were no public comments on the closed session item.

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

**CONVENE INTO CLOSED SESSION**

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

**RECONVENE TO CITY COUNCIL CHAMBER**

Due to technical difficulties the recording of the meeting was not able to continue.

The City Council reconvened the City Council Meeting at 6:45 p.m. All Council Members were present in Chamber.

The Closed Session Report below was provided on the record by City Attorney Simonian during the October 10, 2023, City Council/Planning Agency Regular Meeting.

## **CLOSED SESSION REPORT**

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

Pursuant to Government Code Section 54956.9

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

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

## **ADJOURNMENT**

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 6:50 p.m.

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Jennifer Lee, City Clerk

ATTEST:

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Janine Heft, Mayor

Approved at meeting of October 24, 2023



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 24, 2023  
**TO:** Mayor and Council Members  
**FROM:** Jennifer Lee  
City Clerk  
**ISSUE:** Approval of Minutes for October 10, 2023, Regular Meeting

---

**RECOMMENDATION:** That the City Council approve the City Council/Planning Agency Minutes for the October 10, 2023, Regular Meeting.

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**ATTACHMENTS:**

- City Council/Planning Agency Minutes for the October 10, 2023, Regular Meeting

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

**REGULAR MEETING  
MINUTES  
Tuesday, October 10, 2023**

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

**CALL TO ORDER**

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

**INVOCATION:** Pastor Simon Price Grace Hills Church

**PLEDGE OF ALLEGIANCE:** Council Member Caskey

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

**1. PRESENTATIONS AND PROCLAMATIONS**

**1.1 Laguna Hills High School Student Liaison Report**

The City Council received an oral report from Laguna Hills High School 2023 Fall Student Liaison Evan Figueroa.

**1.2 City of Hope Orange County**

The City Council received a presentation from Executive Director of Strategic Implementation Laura Grant regarding the City of Hope Orange County Lennar Foundation Cancer Center.

**1.3 Moulton Niguel Water District (MNWD)**

The City Council received a presentation from Board President Duane Cave, Assistant Director of Engineering Todd Dmytryshyn, P.E., Senior Water Resources Planner Laura Rocha, and Principal Engineer Alex Thomas, P.E. regarding proposed OASIS Water Recycling, South County Emergency Water Interconnection, and Crown Valley Pipeline Replacement projects.

## 2. SCHEDULE OF FUTURE EVENTS

### 2.1 Schedule of Future Events

City Clerk Lee announced the upcoming meetings and events.

## 3. PUBLIC COMMENTS

The following individual addressed the City Council on non-agendized items:

Ronald Vaca, a resident of Laguna Hills, inquired about the process to remove the parking permit requirement on Southport Street.

## 4. CONSENT CALENDAR

Motion to approve the Consent Calendar with Mayor Heft, Mayor Pro Tempore Wheeler, and Council Member Pezold removing Item No. 4.5, Item No. 4.6, and Item No. 4.7.

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

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

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

### 4.2 Approval of Minutes for September 26, 2023, Regular Meeting

**Recommendation:** That the City Council approve the City Council/Planning Agency Minutes for the September 26, 2023, Regular Meeting.

### 4.3 Ratification of October 10, 2023, Warrant Register

**Recommendation:** That the City Council ratify the accompanying Warrant Register for the period from September 16, 2023, to October 2, 2023, in the amount of \$266,174.10.

#### **4.4 An Amendment to the City's Schedule of Administrative Citation Fines and Penalties Related to Implementation of a Sidewalk Vending Regulatory Program.**

**Recommendation:** That the City Council: 1) Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 (Rates, Tolls, Fares, and Charges) of Title 14, Chapter 3 of the California Code of Regulations, and Section 21080(b)(8) of Division 13, Chapter 2.6 of the Public Resources Code; and 2) Adopt Resolution No. 2023-10-10-1: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING THE SCHEDULE OF ADMINISTRATIVE CITATION FINES AND PENALTIES."

### **ITEMS REMOVED FROM THE CONSENT CALENDAR**

#### **4.5 OCTA Regional Traffic Signal Synchronization Project: Paseo De Valencia - Moulton Parkway Confluence Bypass Corridor**

Mayor Heft, Mayor Pro Tempore Wheeler, and Council Member Pezold removed Item No. 4.5 from the Consent Calendar to request additional information.

Public Works Director/City Engineer Ames responded to Council Member requests for additional information.

**Recommendation:** That the City Council adopt Resolution No. 2023-10-10-2 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE SUBMITTAL OF A GRANT APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS."

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

#### **4.6 Proposed Professional Services Agreement with Jamey Clark, Inc., Db a SafePark Playground Services to Provide Quarterly Playground Equipment Safety Inspection Consulting Services**

Mayor Heft, Mayor Pro Tempore Wheeler, and Council Member Pezold removed Item No. 4.6 from the Consent Calendar to request additional information.

Public Works Director/City Engineer Ames responded to Council Member requests for additional information.

**Recommendation:** That the City Council: 1) Find and determine that it is appropriate to waive formal competitive selection requirements of Laguna Hills Municipal Code (LHMC) Section 3-08.150 for the award of a proposed Professional Services Agreement to Jamey Clark, Inc., because a) "an unusual or unique situation exists, in that due to experience, specialized qualifications, particular expertise, performance history, and/or reputation, a particular company, vendor, consultant, or contractor is uniquely qualified for a particular task or project, which makes application of the requirements for competitive solicitation under this chapter contrary to either the intended purpose of the project or the public interest" (LHMC Section 3-08.110(I)); and b) compliance with procurement policies, procedures, and/or requirements is not in the best interest of the City (LHMC Section 3-08.110(J)); 2) Approve the proposed Professional Services Agreement for Playground Inspection Services with Jamey Clark, Inc.; and 3) Authorize the Mayor to execute the Agreement.

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

#### **4.7     2023 Summer Post Event Report**

Mayor Heft, Mayor Pro Tempore Wheeler, and Council Member Pezold removed Item No. 4.7 from the Consent Calendar to allow for discussion on the item.

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

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

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



## 5. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:21 p.m.

### 5.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

### 5.2. PUBLIC COMMENTS

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

### 5.3. APPROVAL OF MINUTES

The Planning Agency Minutes were approved by the City Council.

### 5.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

### 5.5. PLANNING AGENCY PUBLIC HEARINGS

#### 5.5.1 Site Development Permit/ Master Sign Program (SDP/MSP) No. USE-0144-2023, a Request by Chris Mendoza, Project Manager on Behalf of Better Buzz Coffee Company, LLC, for Approval of an Amendment to an Existing Master Sign Program to Accommodate the New Better Buzz Coffee Shop Located at 25252 La Paz Road

Assistant Planner Ash reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Agency Member request for additional information.

Chair Heft resumed the Public Hearing continued from September 12, 2023.

The following individual addressed the Planning Agency on Item No. 5.5.1:

Project Applicant Corey Becker, Director of Construction, Better Buzz Coffee, responded to Agency Member request for additional information.

City Attorney Simonian responded to Agency Member request for additional information.

Chair Heft closed the Public Hearing.

Chair Heft reopened the Public Hearing.

The following individual addressed the Planning Agency on Item No. 5.5.1:

Project Applicant Corey Becker, Director of Construction, Better Buzz Coffee, responded to Agency Member request for additional information.

Chair Heft closed the Public Hearing.

**Recommendation:** That the Planning Agency:

- 1) Conduct the public hearing continued from September 12, 2023;
- 2) Find and determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15311(a) (Class 11, Accessory Structures); and
- 3) Adopt Resolution No. PA2023-10-10-1: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/ MASTER SIGN PROGRAM (SDP/MSP) NO. USE-0144-2023, A REQUEST BY CHRIS MENDOZA, PROJECT MANAGER OF BETTER BUZZ COFFEE ROASTERS ON BEHALF OF BETTER BUZZ COFFEE ROASTERS FOR APPROVAL OF AN AMENDMENT TO AN EXISTING MASTER SIGN PROGRAM TO ACCOMMODATE THE NEW BETTER BUZZ COFFEE SHOP LOCATED AT 25252 LA PAZ ROAD."

|                  |                                                                                       |
|------------------|---------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [3 TO 2]</b>                                                              |
| <b>MOVER:</b>    | Erica Pezold, Agency Member                                                           |
| <b>SECONDER:</b> | Don Caskey, Agency Member                                                             |
| <b>AYES:</b>     | Don Caskey, Agency Member; Erica Pezold, Agency Member; Joshua Sweeney, Agency Member |
| <b>NAYS:</b>     | Janine Heft, Chair; Dave Wheeler, Vice Chair                                          |

## PLANNING AGENCY ADJOURNMENT

Chair Heft adjourned the Planning Agency Meeting at 8:48 p.m. and reconvened the City Council Meeting. All Council Members were present in Chamber.

## 6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

## 7. ADMINISTRATIVE REPORTS

### 7.1. City Manager

The City Manager provided no Administrative Reports.

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

#### 7.2.1 2023 Heritage Day Post Event Report

Community Services Manager Gannon reviewed the information provided in the staff report, provided a video presentation, and responded to Council Member requests for additional information.

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

|                  |                                                                                                                                               |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>RECEIVE AND FILE [UNANIMOUS]</b>                                                                                                           |
| <b>MOVER:</b>    | Erica Pezold, Council Member                                                                                                                  |
| <b>SECONDER:</b> | Joshua Sweeney, Council Member                                                                                                                |
| <b>AYES:</b>     | Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Joshua Sweeney, Council Member |

### 7.3. Public Works Director/City Engineer

#### 7.3.1 Draft Local Hazard Mitigation Plan Update

Public Works Director/City Engineer Ames reviewed the information provided in the staff report.

Starla Barker, AICP, Principle Planner, De Novo Planning Group provided a PowerPoint presentation and responded to Council Member requests for additional information

**Recommendation:** That the City Council authorize City staff to submit the Draft Local Hazard Mitigation Plan to the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA).

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

### 7.3.2 California Uniform Public Construction Cost Accounting Act

Public Works Director/City Engineer Ames reviewed the information provided in the staff report and responded to Council Member requests for additional information.

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

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

**Recommendation:** That the City Council introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 3-36 (INFORMAL BIDDING - PUBLIC PROJECTS) TO TITLE 3 (REVENUE AND FINANCE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES IN ACCORDANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT."

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

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

### 8.1 Resolution Amending and Restating City Council Policy No. 120 Regarding Procedures for Placing Items on Future City Council Agendas

Mayor Pro Tempore Wheeler provided comments on the item.

**Recommendation:** Mayor Pro Tempore Wheeler and Mayor Heft recommend that the City Council adopt Resolution No. 2023-10-10-3: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CITY COUNCIL POLICY NO. 120 REGARDING PROCEDURES FOR PLACING ITEMS ON A FUTURE CITY COUNCIL AGENDA."

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

## 9. CITY COUNCIL MEMBER COMMITTEE REPORTS

### 9.1 Committee Assignment Reports

The City Council received reports from City Council Members on the City Council Committee Assignments listed in the staff report.

## 10. CITY COUNCIL MEMBER COMMENTS

### Council Member Pezold

Council Member Pezold reported on the positive impact the first responders from the Orange County Sheriff's Department had on a recent incident in her neighborhood.

City Attorney Simonian provided the Closed Session Report below that, due to technical difficulties, was not provided on the recording of the October 10, 2023, Special Meeting.

### **CLOSED SESSION REPORT**

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

Pursuant to Government Code Section 54956.9

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

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

**ADJOURNMENT**

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 9:59 p.m.

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Jennifer Lee, City Clerk

ATTEST:

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Janine Heft, Mayor

Approved at meeting of October 24, 2023



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 24, 2023  
**TO:** Mayor and Council Members  
**FROM:** Eric Hendrickson  
Finance Director  
**ISSUE:** Ratification of October 24, 2023, Warrant Register

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**RECOMMENDATION:** That the City Council ratify the accompanying Warrant Register for the period from October 3, 2023, to October 12, 2023, in the amount of \$1,403,275.65.

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#### **SUMMARY:**

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from October 3, 2023, to October 12, 2023, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

#### **ATTACHMENTS:**

- Warrant Register - October 24, 2023
- Payables Detail Report - October 24, 2023



City of Laguna Hills, CA

# Warrant Register - October 24, 2023

By Check Number

Date Range: 10/03/2023 - 10/12/2023

| Check Number                 | Vendor Number | Vendor Name                                | Payment Date | Payment Amount |
|------------------------------|---------------|--------------------------------------------|--------------|----------------|
| <b>Payment Type: Regular</b> |               |                                            |              |                |
| 2714                         | A-0138        | ALL CITY MANAGEMENT, INC.                  | 10/09/2023   | 6,495.00       |
| 2715                         | B-0304        | BEE MAN, THE                               | 10/09/2023   | 155.00         |
| 2716                         | C-0333        | CALIF PARK AND REC SOCIETY, INC.           | 10/09/2023   | 145.00         |
| 2717                         | C-1210        | CASKEY, DONALD W                           | 10/09/2023   | 513.91         |
| 2718                         | C-1021        | CIVIC SOLUTIONS, INC.                      | 10/09/2023   | 1,208.00       |
| 2719                         | C-1139        | COMPLETE OFFICE OF CALIFORNIA              | 10/09/2023   | 1,153.25       |
| 2720                         | C-1008        | COUNTY OF ORANGE, NPDES                    | 10/09/2023   | 44,647.49      |
| 2721                         | C-0023        | COX COMMUNICATION                          | 10/09/2023   | 471.15         |
| 2722                         | C-1122        | CROSTOWN ELECTRICAL AND DATA, INC.         | 10/09/2023   | 3,644.70       |
| 2723                         | D-0582        | DHT LABS                                   | 10/09/2023   | 225.00         |
| 2724                         | E-0504        | EL TORO WATER DISTRICT                     | 10/09/2023   | 17,515.06      |
| 2725                         | G-0869        | GIDDY UP RANCH                             | 10/09/2023   | 4,000.00       |
| 2726                         | G-0868        | GLASER WEIL                                | 10/09/2023   | 3,412.50       |
| 2727                         | J-1091        | JAMES KELLY                                | 10/09/2023   | 1,500.00       |
| 2728                         | J-1057        | JAMEY CLARK, INC.                          | 10/09/2023   | 1,601.88       |
| 2729                         | L-1383        | LABOR LAW POSTER SERVICE LLC               | 10/09/2023   | 109.50         |
| 2730                         | M-1388        | MOBILE MINI, INC.                          | 10/09/2023   | 225.71         |
| 2731                         | M-1606        | MTM YEE CORP                               | 10/09/2023   | 400.00         |
| 2732                         | N-1493        | NEXUSTEK                                   | 10/09/2023   | 496.23         |
| 2733                         | O-1500        | ORANGE COUNTY REGISTER                     | 10/09/2023   | 186.95         |
| 2734                         | P-1846        | PRIDESTAFF, INC.                           | 10/09/2023   | 276.00         |
| 2735                         | P-1832        | PRINTEX PRINTING AND GRAPHICS INC.         | 10/09/2023   | 142.23         |
| 2736                         | P-1840        | PVP COMMUNICATIONS                         | 10/09/2023   | 699.28         |
| 2737                         | R-1985        | REGIONAL FIRST AID, INC                    | 10/09/2023   | 165.75         |
| 2738                         | R-1977        | RJ ELECTRIC                                | 10/09/2023   | 8,603.88       |
| 2739                         | S-2296        | SHUTE, MIHALY WEINBERGER LLP               | 10/09/2023   | 2,719.30       |
| 2740                         | S-2324        | SIMONE, DEAN                               | 10/09/2023   | 2,000.00       |
| 2741                         | S-1949        | SMART AND FINAL                            | 10/09/2023   | 343.23         |
| 2742                         | S-2323        | SOUTH COAST FAMILY MEDICAL CENTER, INC.    | 10/09/2023   | 460.00         |
| 2743                         | S-2250        | SPARKLETTS                                 | 10/09/2023   | 397.19         |
| 2744                         | T-2698        | TPX COMMUNICATIONS                         | 10/09/2023   | 704.69         |
| 2745                         | T-2677        | TRUELINE CONSTRUCTION & SURFACING, INC.    | 10/09/2023   | 18,581.20      |
| 2746                         | U-2165        | UNDERGROUND SERVICE ALERT OF SO CALIFORNIA | 10/09/2023   | 121.87         |
| 2747                         | V-2251        | VIZUAL SYMPHONY, INC.                      | 10/09/2023   | 16,606.63      |
| 2748                         | W-2337        | WEST COAST ARBORISTS, INC.                 | 10/09/2023   | 34,947.20      |
| 2749                         | A-0360        | ARC DOCUMENT SOLUTIONS, LLC                | 10/12/2023   | 158.24         |
| 2750                         | C-1133        | CALIFORNIA YELLOW CAB                      | 10/12/2023   | 1,463.00       |
| 2751                         | C-1144        | CHARLES ABBOTT ASSOCIATES, INC             | 10/12/2023   | 36,470.81      |
| 2752                         | C-0362        | CITY OF LAKE FOREST                        | 10/12/2023   | 19,339.00      |
| 2753                         | C-1190        | COUNTY OF ORANGE                           | 10/12/2023   | 1,116.00       |
| 2754                         | D-0461        | DATA TICKET, INC.                          | 10/12/2023   | 877.66         |
| 2755                         | D-0578        | DE NOVO PLANNING GROUP                     | 10/12/2023   | 2,445.75       |
| 2756                         | G-0862        | GRANICUS                                   | 10/12/2023   | 5,193.27       |
| 2757                         | I-0942        | IRVINE RANCH WATER DISTRICT                | 10/12/2023   | 210.17         |
| 2758                         | J-1057        | JAMEY CLARK, INC.                          | 10/12/2023   | 14,995.35      |
| 2759                         | M-1302        | MOULTON NIGUEL WATER DISTRICT              | 10/12/2023   | 24,149.28      |
| 2760                         | N-1474        | NIEVES LANDSCAPE, INC.                     | 10/12/2023   | 92,012.80      |
| 2761                         | C-1003        | ORANGE COUNTY TREASURER-TAX COLLECTOR      | 10/12/2023   | 1,790.50       |
| 2762                         | P-1804        | PATROL ONE                                 | 10/12/2023   | 2,760.00       |
| 2763                         | R-1977        | RJ ELECTRIC                                | 10/12/2023   | 330.00         |
| 2764                         | S-1902        | SAN DIEGO GAS AND ELECTRIC                 | 10/12/2023   | 12,822.52      |
| 2765                         | S-2319        | SCA OF CA, LLC                             | 10/12/2023   | 33,288.18      |
| 2766                         | S-1904        | SOUTHERN CALIFORNIA EDISON                 | 10/12/2023   | 14,193.38      |

Attachment: Warrant Register - October 24, 2023 (3338 : Warrant Register, October 24, 2023)



## Warrant Register - October 24, 2023

| Check Number | Vendor Number | Vendor Name                                |
|--------------|---------------|--------------------------------------------|
| 2767         | O-1575        | SOUTHERN CALIFORNIA NEWS GROUP             |
| 2768         | V-2224        | VERIZON WIRELESS                           |
| 2769         | W-2337        | WEST COAST ARBORISTS, INC.                 |
| 2770         | R-1801        | WOODRUFF                                   |
| 2771         | W-2452        | WSP USA ENVIRONMENT AND INFRASTRUCTURE INC |

Date Range: 10/03/2023 - 10/12/2023

| Payment Date          | Payment Amount    |
|-----------------------|-------------------|
| 10/12/2023            | 948.91            |
| 10/12/2023            | 860.44            |
| 10/12/2023            | 1,328.00          |
| 10/12/2023            | 34,999.91         |
| 10/12/2023            | 44,054.17         |
| <b>Total Regular:</b> | <b>520,682.12</b> |

Attachment: Warrant Register - October 24, 2023 (3338 : Warrant Register, October 24, 2023)

## Warrant Register - October 24, 2023

Date Range: 10/03/2023 - 10/12/2023

| Check Number                    | Vendor Number | Vendor Name                                     | Payment Date | Payment Amount    |
|---------------------------------|---------------|-------------------------------------------------|--------------|-------------------|
| <b>Payment Type: Bank Draft</b> |               |                                                 |              |                   |
| DFT0002590                      | C-1007        | OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX | 10/06/2023   | 872,093.53        |
| DFT0002598                      | H-0966        | HIGH LEVEL SECURITY SOLUTIONS, INC.             | 10/11/2023   | 10,500.00         |
| <b>Total Bank Draft:</b>        |               |                                                 |              | <b>882,593.53</b> |

## Bank Code AP Bank Summary

|                | Payable   | Payment   | Discount    | Payment             |
|----------------|-----------|-----------|-------------|---------------------|
| Payment Type   | Count     | Count     |             |                     |
| Regular Checks | 82        | 58        | 0.00        | 520,682.12          |
| Manual Checks  | 0         | 0         | 0.00        | 0.00                |
| Voided Checks  | 0         | 0         | 0.00        | 0.00                |
| Bank Drafts    | 2         | 2         | 0.00        | 882,593.53          |
| EFT's          | 0         | 0         | 0.00        | 0.00                |
|                | <b>84</b> | <b>60</b> | <b>0.00</b> | <b>1,403,275.65</b> |

Attachment: Warrant Register - October 24, 2023 (3338 : Warrant Register, October 24, 2023)

## All Bank Codes Check Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount    | Payment             |
|----------------|------------------|------------------|-------------|---------------------|
| Regular Checks | 82               | 58               | 0.00        | 520,682.12          |
| Manual Checks  | 0                | 0                | 0.00        | 0.00                |
| Voided Checks  | 0                | 0                | 0.00        | 0.00                |
| Bank Drafts    | 2                | 2                | 0.00        | 882,593.53          |
| EFT's          | 0                | 0                | 0.00        | 0.00                |
|                | <b>84</b>        | <b>60</b>        | <b>0.00</b> | <b>1,403,275.65</b> |

## Fund Summary

| Fund | Name | Period  | Amount              |
|------|------|---------|---------------------|
| 998  | POOL | 10/2023 | 1,403,275.65        |
|      |      |         | <b>1,403,275.65</b> |



City of Laguna Hills, CA

# Payables Detail Report

By Fund

Payment Dates 10/03/2023 - 10/12/2023

| Payment Date                    | Vendor Name                             | Payable Number | Description (Payable)                             | Account Number | Amount     |
|---------------------------------|-----------------------------------------|----------------|---------------------------------------------------|----------------|------------|
| <b>Fund: 100 - GENERAL FUND</b> |                                         |                |                                                   |                |            |
| 10/06/2023                      | OCS LAW ENFORCEMENT                     | SH 66538       | Law Enforcement Services, Oct '23                 | 100-420-720800 | 872,093.53 |
| 10/09/2023                      | CONTRACT, OC TREASURER-TAX              |                |                                                   |                |            |
| 10/09/2023                      | COX COMMUNICATION                       | 081823         | Cable, City Hall, Aug '23                         | 100-195-630000 | 32.14      |
| 10/09/2023                      | COX COMMUNICATION                       | 091823         | Cable, City Hall, Sep '23                         | 100-195-630000 | 32.14      |
| 10/09/2023                      | COX COMMUNICATION                       | 091923         | WiFi, City Hall, Sep '23                          | 100-195-630000 | 182.62     |
| 10/09/2023                      | GIDDY UP RANCH                          | 092323a        | Heritage Day, Sep '23                             | 100-310-695531 | 4,000.00   |
| 10/09/2023                      | ORANGE COUNTY REGISTER                  | 092523         | Subscription, City Hall, 10/23/23 - 4/22/24       | 100-155-626000 | 186.95     |
| 10/09/2023                      | COX COMMUNICATION                       | 092823         | WiFi, Community Center, Oct '23                   | 100-195-630000 | 224.25     |
| 10/09/2023                      | CALIF PARK AND REC SOCIETY, INC.        | 100323         | Membership, Community Services,                   | 100-310-610000 | 145.00     |
| 10/09/2023                      | CASKEY, DONALD W                        | 100923         | Travel Reimbursement, LOCC, Sep                   | 100-155-612001 | 513.91     |
| 10/09/2023                      | SIMONE, DEAN                            | 100923         | Heritage Day, Sep '23                             | 100-310-695531 | 2,000.00   |
| 10/09/2023                      | EL TORO WATER DISTRICT                  | 100923         | Water Usage, Public Works, Aug '23                | 100-355-635000 | 17,515.06  |
| 10/09/2023                      | CIVIC SOLUTIONS, INC.                   | 102399         | General Planning Services, Aug '23                | 100-225-700200 | 226.50     |
| 10/09/2023                      | CIVIC SOLUTIONS, INC.                   | 102400         | General Planning Services, Aug '23                | 100-225-700200 | 981.50     |
| 10/09/2023                      | JAMES KELLY                             | 1124           | Heritage Day, Sep '23                             | 100-310-695531 | 1,500.00   |
| 10/09/2023                      | BEE MAN, THE                            | 125327         | Bee Removal, Public Works, Sep '23                | 100-355-720701 | 155.00     |
| 10/09/2023                      | PVP COMMUNICATIONS                      | 133616         | Equipment Maint & Repair, Oct '23                 | 100-420-646000 | 377.11     |
| 10/09/2023                      | PVP COMMUNICATIONS                      | 133617         | Equipment Maint & Repair, Oct '23                 | 100-420-646000 | 322.17     |
| 10/09/2023                      | VIZUAL SYMPHONY, INC.                   | 14136          | AV Upgrade, Heritage Room, Sep '23                | 100-310-910500 | 16,606.63  |
| 10/09/2023                      | MTM YEE CORP                            | 1665           | Heritage Day, Sep '23                             | 100-310-695531 | 400.00     |
| 10/09/2023                      | TPX COMMUNICATIONS                      | 174620222-0    | Communications Expense, Oct '23                   | 100-195-630000 | 704.69     |
| 10/09/2023                      | SOUTH COAST FAMILY MEDICAL              | 1929           | Recruitment, Aug '23                              | 100-195-617000 | 460.00     |
| 10/09/2023                      | CENTER, INC.                            |                |                                                   |                |            |
| 10/09/2023                      | WEST COAST ARBORISTS, INC.              | 205116         | Tree Trimming Services, Sep '23                   | 100-355-720702 | 25,390.25  |
| 10/09/2023                      | WEST COAST ARBORISTS, INC.              | 205117         | Tree Trimming Services, Sep '23                   | 100-355-720702 | 9,556.95   |
| 10/09/2023                      | TRUELINE CONSTRUCTION & SURFACING, INC. | 2373           | Parks Contract Repair, Sep '23                    | 100-355-720701 | 18,581.20  |
| 10/09/2023                      | PRINTEX PRINTING AND GRAPHICS INC.      | 24883          | Heritage Day, Sep '23                             | 100-310-695531 | 142.23     |
| 10/09/2023                      | GLASER WEIL                             | 279316         | Professional Services Legal, Sep '23              | 100-155-700011 | 3,412.50   |
| 10/09/2023                      | SHUTE, MIHALY WEINBERGER LLP            | 283060         | Professional Services, Legal, Aug '23             | 100-155-700011 | 2,719.30   |
| 10/09/2023                      | PRIDESTAFF, INC.                        | 301701417      | Temporary Staffing, Sep '23                       | 100-225-720512 | 276.00     |
| 10/09/2023                      | NEXUSTEK                                | 307339         | Professional Services, Software Support, Sep '23  | 100-195-720050 | 496.23     |
| 10/09/2023                      | SMART AND FINAL                         | 3831400022903  | Heritage Day, Sep '23                             | 100-310-695531 | 180.09     |
| 10/09/2023                      | SMART AND FINAL                         | 3831400023705  | Operating Supplies, Sep '23                       | 100-155-622000 | 163.14     |
| 10/09/2023                      | COMPLETE OFFICE OF CALIFORNIA           | 4087726-0      | Computer Supplies, Oct '23                        | 100-195-621000 | 1,153.25   |
| 10/09/2023                      | SPARKLETTS                              | 4228482 100623 | Operating Supplies, Sep '23                       | 100-195-622000 | 397.19     |
| 10/09/2023                      | CROSTOWN ELECTRICAL AND DATA, INC.      | 4296-23-009    | Traffic Signal Maintenance, Sep '23               | 100-356-720420 | 3,644.70   |
| 10/09/2023                      | RJ ELECTRIC                             | 62157          | Heritage Day, Sep '23                             | 100-310-695531 | 2,150.00   |
| 10/09/2023                      | RJ ELECTRIC                             | 62269          | Parks Contract Repair, Sep '23                    | 100-355-720701 | 3,618.70   |
| 10/09/2023                      | RJ ELECTRIC                             | 62302          | Parks Contract Repair, Sep '23                    | 100-355-720701 | 2,835.18   |
| 10/09/2023                      | JAMEY CLARK, INC.                       | 74370          | Park Repairs, Public Works, Sep '23               | 100-355-720701 | 338.50     |
| 10/09/2023                      | JAMEY CLARK, INC.                       | 74380          | Park Repairs, Public Works, Sep '23               | 100-355-720701 | 450.00     |
| 10/09/2023                      | JAMEY CLARK, INC.                       | 74387          | Park Repairs, Public Works, Sep '23               | 100-355-720701 | 202.50     |
| 10/09/2023                      | JAMEY CLARK, INC.                       | 74394          | Graffiti Removal, Public Works, Sep               | 100-355-720500 | 610.88     |
| 10/09/2023                      | ALL CITY MANAGEMENT, INC.               | 88122          | Crossing Guard Services, 9/17/23 - 9/30/23        | 100-420-720822 | 6,495.00   |
| 10/09/2023                      | MOBILE MINI, INC.                       | 9018967995     | Storage Rental, Community Center, 9/27 - 10/24/23 | 100-310-641000 | 225.71     |
| 10/09/2023                      | REGIONAL FIRST AID, INC                 | 96287          | Office Supplies, Comm Ctr, Aug '23                | 100-310-620500 | 165.75     |
| 10/09/2023                      | LABOR LAW POSTER SERVICE LLC            | A13550247634   | Office Supplies, Community Center, Oct '23        | 100-310-620500 | 109.50     |

Attachment: Payables Detail Report - October 24, 2023 (3338 : Warrant Register, October 24, 2023)

## Payables Detail Report

Payment Dates: 10/03/2023 - 10/12/2023

| Payment Date                                          | Vendor Name                                | Payable Number          | Description (Payable)                              | Account Number | Amount              |
|-------------------------------------------------------|--------------------------------------------|-------------------------|----------------------------------------------------|----------------|---------------------|
| 10/09/2023                                            | DHT LABS                                   | INV-000003              | Computer Consulting, Sep '23                       | 100-195-700090 | 225.00              |
| 10/09/2023                                            | COUNTY OF ORANGE, NPDES                    | PW240128                | Watershed Monitoring, FY 23/24                     | 100-355-696000 | 37,716.05           |
| 10/09/2023                                            | COUNTY OF ORANGE, NPDES                    | PW240203                | Newport Bay, Watershed Monitoring                  | 100-355-696000 | 6,931.44            |
| 10/11/2023                                            | HIGH LEVEL SECURITY SOLUTIONS, INC.        | 5651                    | Private Security Patrol, 9/18/23 - 10/8/23         | 100-420-720850 | 10,500.00           |
| 10/12/2023                                            | SOUTHERN CALIFORNIA NEWS                   | 0000574112              | Legal Advertising, Sep '23                         | 100-155-624001 | 948.91              |
| 10/12/2023                                            | MOULTON NIGUEL WATER DISTRICT              | 092823                  | Water Usage, Public Works, Sep '23                 | 100-355-635000 | 24,149.28           |
| 10/12/2023                                            | SOUTHERN CALIFORNIA EDISON                 | 100223 - Acct #7002345C | Street Lights, Traffic Control, Sep '23            | 100-355-631000 | 874.74              |
| 10/12/2023                                            | SOUTHERN CALIFORNIA EDISON                 | 100223 - Acct #7002345C | Street Lights, Traffic Control, Sep '23            | 100-356-631400 | 13,318.64           |
| 10/12/2023                                            | IRVINE RANCH WATER DISTRICT                | 100323                  | Water Usage, Public Works, Oct '23                 | 100-355-635000 | 210.17              |
| 10/12/2023                                            | SAN DIEGO GAS AND ELECTRIC                 | 100323                  | Street Lights, Traffic Control, Sep '23            | 100-356-631400 | 12,822.52           |
| 10/12/2023                                            | ARC DOCUMENT SOLUTIONS, LLC                | 12248120                | Printing Services, Engineering, Sep                | 100-355-623000 | 158.24              |
| 10/12/2023                                            | DATA TICKET, INC.                          | 156918                  | Process Fee, Parking Citations, Sep                | 100-420-720823 | 877.66              |
| 10/12/2023                                            | GRANICUS                                   | 172243                  | Agenda Software, 10/1/23 -                         | 100-195-720050 | 5,193.27            |
| 10/12/2023                                            | WEST COAST ARBORISTS, INC.                 | 1-9362                  | Tree Trimming Services, Sep '23                    | 100-355-720702 | 1,328.00            |
| 10/12/2023                                            | DE NOVO PLANNING GROUP                     | 3933                    | Hazard Mitigation Plan, Aug '23                    | 100-355-700300 | 1,200.00            |
| 10/12/2023                                            | DE NOVO PLANNING GROUP                     | 3997                    | Hazard Mitigation Plan, Sep '23                    | 100-355-700300 | 1,245.75            |
| 10/12/2023                                            | PATROL ONE                                 | 528363                  | Heritage Day, Sep '23                              | 100-310-695531 | 2,760.00            |
| 10/12/2023                                            | RJ ELECTRIC                                | 62335                   | Parks Contract Repair, Oct '23                     | 100-355-720701 | 330.00              |
| 10/12/2023                                            | CHARLES ABBOTT ASSOCIATES, INC             | 66442 - A (Parks)       | Parks Contract Repair, Sep '23                     | 100-355-720701 | 1,282.49            |
| 10/12/2023                                            | JAMEY CLARK, INC.                          | 74406                   | Graffiti Removal, Public Works, Oct                | 100-355-720500 | 721.85              |
| 10/12/2023                                            | JAMEY CLARK, INC.                          | 74407                   | Graffiti Removal, Public Works, Oct                | 100-355-720500 | 12,550.00           |
| 10/12/2023                                            | JAMEY CLARK, INC.                          | 74415                   | Graffiti Removal, Public Works, Sep                | 100-355-720500 | 585.00              |
| 10/12/2023                                            | JAMEY CLARK, INC.                          | 74416                   | Park Repairs, Public Works, Oct '23                | 100-355-720701 | 1,138.50            |
| 10/12/2023                                            | WOODRUFF                                   | 74690                   | Professional Services Legal, Aug '23               | 100-155-700010 | 26,831.79           |
| 10/12/2023                                            | WOODRUFF                                   | 74690                   | Professional Services Legal, Aug '23               | 100-155-700011 | 6,449.12            |
| 10/12/2023                                            | WOODRUFF                                   | 74690                   | Professional Services Legal, Aug '23               | 100-225-700012 | 1,433.40            |
| 10/12/2023                                            | NIEVES LANDSCAPE, INC.                     | 75471                   | Monthly and Misc Landscape, Sep                    | 100-355-720700 | 88,334.69           |
| 10/12/2023                                            | NIEVES LANDSCAPE, INC.                     | 75706                   | Monthly and Misc Landscape, Sep                    | 100-355-720700 | 946.00              |
| 10/12/2023                                            | NIEVES LANDSCAPE, INC.                     | 75707                   | Monthly and Misc Landscape, Sep                    | 100-355-720700 | 1,953.81            |
| 10/12/2023                                            | NIEVES LANDSCAPE, INC.                     | 75708                   | Monthly and Misc Landscape, Sep                    | 100-355-720700 | 390.10              |
| 10/12/2023                                            | NIEVES LANDSCAPE, INC.                     | 75709                   | Monthly and Misc Landscape, Sep                    | 100-355-720700 | 388.20              |
| 10/12/2023                                            | VERIZON WIRELESS                           | 9945321760              | Communication Expense, Sep '23                     | 100-195-630000 | 860.44              |
| 10/12/2023                                            | WSP USA ENVIRONMENT AND INFRASTRUCTURE INC | 564114005               | Professional Services, NPDES Support, Aug '23      | 100-355-700000 | 44,054.17           |
| 10/12/2023                                            | ORANGE COUNTY TREASURER-TAX COLLECTOR      | SEP 23                  | Parking Fee Surcharge, Sep '23                     | 100-420-720823 | 1,790.50            |
| 10/12/2023                                            | COUNTY OF ORANGE                           | SH 66566                | Fingerprint ID System Charges, Oct                 | 100-420-720835 | 1,116.00            |
| <b>Fund 100 - GENERAL FUND Total:</b>                 |                                            |                         |                                                    |                | <b>1,313,589.68</b> |
| <b>Fund: 212 - MEASURE M</b>                          |                                            |                         |                                                    |                |                     |
| 10/09/2023                                            | UNDERGROUND SERVICE ALERT OF SO CALIFORNIA | 23-241035               | Street Maintenance, Sep '23                        | 212-355-720400 | 36.62               |
| 10/09/2023                                            | UNDERGROUND SERVICE ALERT OF SO CALIFORNIA | 920230379               | Street Maintenance, Sep '23                        | 212-355-720400 | 85.25               |
| 10/12/2023                                            | SCA OF CA, LLC                             | 133580SP                | Street Sweeping Services, Aug '23                  | 212-355-720410 | 16,717.29           |
| 10/12/2023                                            | SCA OF CA, LLC                             | 133788SP                | Street Sweeping Services, Sep '23                  | 212-355-720410 | 16,570.89           |
| 10/12/2023                                            | CHARLES ABBOTT ASSOCIATES, INC             | 66442                   | Road Maintenance, Sep '23                          | 212-355-720400 | 35,188.32           |
| <b>Fund 212 - MEASURE M Total:</b>                    |                                            |                         |                                                    |                | <b>68,598.37</b>    |
| <b>Fund: 221 - SENIOR MOBILITY PROGRAM</b>            |                                            |                         |                                                    |                |                     |
| 10/12/2023                                            | CALIFORNIA YELLOW CAB                      | 9406023                 | Senior Mobility Program, Sep '23                   | 221-310-720000 | 1,463.00            |
| <b>Fund 221 - SENIOR MOBILITY PROGRAM Total:</b>      |                                            |                         |                                                    |                | <b>1,463.00</b>     |
| <b>Fund: 307 - C &amp; D FORFEITED DEPOSITS</b>       |                                            |                         |                                                    |                |                     |
| 10/12/2023                                            | CITY OF LAKE FOREST                        | 1327                    | MOU LH/LF Franchise Procurement, Jul '23 - Aug '23 | 307-355-700000 | 19,339.00           |
| <b>Fund 307 - C &amp; D FORFEITED DEPOSITS Total:</b> |                                            |                         |                                                    |                | <b>19,339.00</b>    |
| <b>Fund: 451 - LIABILITY SELF-INSURANCE</b>           |                                            |                         |                                                    |                |                     |
| 10/12/2023                                            | WOODRUFF                                   | 74690                   | Professional Services Legal, Aug '23               | 451-155-700011 | 285.60              |
| <b>Fund 451 - LIABILITY SELF-INSURANCE Total:</b>     |                                            |                         |                                                    |                | <b>285.60</b>       |
| <b>Grand Total:</b>                                   |                                            |                         |                                                    |                | <b>1,403,275.65</b> |

Attachment: Payables Detail Report - October 24, 2023 (3338 : Warrant Register, October 24, 2023)

## Report Summary

## Fund Summary

| Fund                           | Expense Amount      | Payment Amount      |
|--------------------------------|---------------------|---------------------|
| 100 - GENERAL FUND             | 1,313,589.68        | 1,313,589.68        |
| 212 - MEASURE M                | 68,598.37           | 68,598.37           |
| 221 - SENIOR MOBILITY PROGRAM  | 1,463.00            | 1,463.00            |
| 307 - C & D FORFEITED DEPOSITS | 19,339.00           | 19,339.00           |
| 451 - LIABILITY SELF-INSURANCE | 285.60              | 285.60              |
| <b>Grand Total:</b>            | <b>1,403,275.65</b> | <b>1,403,275.65</b> |

## Account Summary

| Account Number      | Account Name                   | Expense Amount      | Payment Amount      |
|---------------------|--------------------------------|---------------------|---------------------|
| 100-155-612001      | Travel - League of CA Cities   | 513.91              | 513.91              |
| 100-155-622000      | Operating Supplies             | 163.14              | 163.14              |
| 100-155-624001      | Advertising - Legal            | 948.91              | 948.91              |
| 100-155-626000      | Subscriptions & Books          | 186.95              | 186.95              |
| 100-155-700010      | Legal Services-General Counsel | 26,831.79           | 26,831.79           |
| 100-155-700011      | Legal Services-Litigation      | 12,580.92           | 12,580.92           |
| 100-195-617000      | Recruitment                    | 460.00              | 460.00              |
| 100-195-621000      | Computer Supplies              | 1,153.25            | 1,153.25            |
| 100-195-622000      | Operating Supplies             | 397.19              | 397.19              |
| 100-195-630000      | Telephone & Communication      | 2,036.28            | 2,036.28            |
| 100-195-700090      | Computer Consulting Services   | 225.00              | 225.00              |
| 100-195-720050      | Contract Serv-Software Support | 5,689.50            | 5,689.50            |
| 100-225-700012      | Legal Services - Community     | 1,433.40            | 1,433.40            |
| 100-225-700200      | General Planning Services      | 1,208.00            | 1,208.00            |
| 100-225-720512      | Contract Staffing Services     | 276.00              | 276.00              |
| 100-310-610000      | Memberships and Dues Expense   | 145.00              | 145.00              |
| 100-310-620500      | Office Supplies - Comm Ctr     | 275.25              | 275.25              |
| 100-310-641000      | Rent/Lease - Equipment         | 225.71              | 225.71              |
| 100-310-695531      | Heritage Day                   | 13,132.32           | 13,132.32           |
| 100-310-910500      | Equip & Mach-CommCtr           | 16,606.63           | 16,606.63           |
| 100-355-623000      | Printing                       | 158.24              | 158.24              |
| 100-355-631000      | Utilities - Electric           | 874.74              | 874.74              |
| 100-355-635000      | Utilities - Water              | 41,874.51           | 41,874.51           |
| 100-355-696000      | NPDES Permits & Fees           | 44,647.49           | 44,647.49           |
| 100-355-700000      | Professional Services          | 44,054.17           | 44,054.17           |
| 100-355-700300      | Hazard Mitigation Plan         | 2,445.75            | 2,445.75            |
| 100-355-720500      | Graffiti Removal               | 14,467.73           | 14,467.73           |
| 100-355-720700      | Landscape Maintenance Contract | 92,012.80           | 92,012.80           |
| 100-355-720701      | Parks Contract Repair          | 28,932.07           | 28,932.07           |
| 100-355-720702      | Tree Maintenance               | 36,275.20           | 36,275.20           |
| 100-356-631400      | MOE Electricity-Streetlights & | 26,141.16           | 26,141.16           |
| 100-356-720420      | MOE Traffic Signal Maintenance | 3,644.70            | 3,644.70            |
| 100-420-646000      | Maint & Rep-Equip & Machinery  | 699.28              | 699.28              |
| 100-420-720800      | General Law Enforcement        | 872,093.53          | 872,093.53          |
| 100-420-720822      | Crossing Guard Services        | 6,495.00            | 6,495.00            |
| 100-420-720823      | Parking Citation Processing    | 2,668.16            | 2,668.16            |
| 100-420-720835      | Fingerprint Identification Svc | 1,116.00            | 1,116.00            |
| 100-420-720850      | Private Security Patrol        | 10,500.00           | 10,500.00           |
| 212-355-720400      | Street Maintenance             | 35,310.19           | 35,310.19           |
| 212-355-720410      | Street Sweeping                | 33,288.18           | 33,288.18           |
| 221-310-720000      | Contract Services              | 1,463.00            | 1,463.00            |
| 307-355-700000      | Professional Services          | 19,339.00           | 19,339.00           |
| 451-155-700011      | Legal Services-Litigation      | 285.60              | 285.60              |
| <b>Grand Total:</b> |                                | <b>1,403,275.65</b> | <b>1,403,275.65</b> |

Attachment: Payables Detail Report - October 24, 2023 (3338 : Warrant Register, October 24, 2023)

## Project Account Summary

| Project Account Key | Expense Amount | Payment Amount |
|---------------------|----------------|----------------|
| **None**            | 1,403,275.65   | 1,403,275.65   |
| Grand Total:        | 1,403,275.65   | 1,403,275.65   |



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 24, 2023  
**TO:** Mayor and Council Members  
**FROM:** Eric Hendrickson  
Finance Director  
**ISSUE:** Treasurer's Investment Report for September 2023

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**RECOMMENDATION:** That the City Council receive and file the Treasurer's Investment Report for the month of September 2023.

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#### **SUMMARY:**

The Treasurer's Investment Report for the month of September 2023 is submitted herewith. The City's total portfolio as of September 30, 2023, was \$27,551,619. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$25,895,993. Restricted cash and investments totaled \$1,655,625, and is mainly comprised of reserve funds for the 2010 bond issuance.

Interest income for the month of September was \$89,415. FY 2023/2024 year-to-date pooled cash interest earnings of \$274,744 are 58% of the annual budget of \$467,910.

The average yield on the City's total portfolio for the month of September was 4.91%, compared to the prior month of 4.75%. The improvement in portfolio yield in September compared to August was the result of the rising interest rate environment, as dictated by the Federal Reserve, along with City staff maximizing available cash into the higher yielding CalTRUST option.

#### **ATTACHMENTS:**

- September 2023 Treasurer's Report



**City of Laguna Hills**  
**Treasurer's Investment Report**  
**September 2023**

|                                                           | Market Value         | Book Value           | % of Portfolio | Maximum<br>Policy Limit | Yield to<br>Maturity for<br>Month<br>(Annualized) |
|-----------------------------------------------------------|----------------------|----------------------|----------------|-------------------------|---------------------------------------------------|
| <b>Pooled Cash &amp; Investments</b>                      |                      |                      |                |                         |                                                   |
| BMO Checking Accounts                                     | \$ 249,147           | \$ 249,147           | 1%             | n/a                     | 0.75%                                             |
| Petty Cash                                                | 1,500                | 1,500                | 0%             | n/a                     | 0.00%                                             |
| Petty Cash Recreation                                     | 500                  | 500                  | 0%             | n/a                     | 0.00%                                             |
| Fiscal Agent Cash - Essex Community Center Mgmt           | 187,847              | 187,847              | 1%             | n/a                     | 0.00%                                             |
| Fiscal Agent Cash - DBI Flexible Spending Acct            | 15,156               | 15,156               | 0%             | n/a                     | 0.00%                                             |
| State Local Agency Investment Fund (LAIF)                 | 5,648,646            | 5,735,664            | 23%            | 75%                     | 3.53%                                             |
| Investment Trust of California (CalTRUST)                 | 19,706,179           | 19,706,179           | 75%            | 75%                     | 5.45%                                             |
|                                                           | <u>25,808,975</u>    | <u>25,895,993</u>    | <u>100%</u>    |                         | <u>4.94%</u>                                      |
| <b>Restricted &amp; Designated Cash &amp; Investments</b> |                      |                      |                |                         |                                                   |
| BNY Mellon (2010 Bond - Lease Payment Fund)               | 1,061,425            | 1,061,425            | n/a            | n/a                     | 4.97%                                             |
| BNY Mellon (2010 Bond - Reserve Fund)                     | 408,237              | 408,237              | n/a            | n/a                     | 4.97%                                             |
| Cash with Fiscal Agent - Essex Civic Center Mgmt          | 185,963              | 185,963              | n/a            | n/a                     | 0.25%                                             |
|                                                           | <u>1,655,625</u>     | <u>1,655,625</u>     |                |                         | <u>4.44%</u>                                      |
| <b>Totals</b>                                             | <u>\$ 27,464,600</u> | <u>\$ 27,551,619</u> |                |                         | <u>4.91%</u>                                      |

**Pooled Cash & Investment - Interest Earnings**

|                                 |           |
|---------------------------------|-----------|
| For the month of September 2023 | \$ 89,415 |
| FY 2023-24 to Date              | 274,744   |
| FY 2023-24 Budget               | 467,910   |

**Certification:**

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on December 13, 2022. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.



Eric Hendrickson  
Finance Director/Deputy City Treasurer



# Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 9/30/2023

| ACCOUNT #                                                       | ACCOUNT NAME                                     | BEGINNING<br>BALANCE | CURRENT<br>ACTIVITY | CURRENT<br>BALANCE   |
|-----------------------------------------------------------------|--------------------------------------------------|----------------------|---------------------|----------------------|
| <b>CLAIM ON CASH</b>                                            |                                                  |                      |                     |                      |
| <a href="#">100-000-101100</a>                                  | Claim on Cash - General Fund                     | 19,325,783.41        | (1,011,258.82)      | 18,314,524.59        |
| <a href="#">210-000-101210</a>                                  | Claim on Cash - Gas Tax                          | 1,081,130.39         | -                   | 1,081,130.39         |
| <a href="#">211-000-101211</a>                                  | Claim on Cash - SB1 RMRA                         | 707,554.42           | 66,004.56           | 773,558.98           |
| <a href="#">212-000-101212</a>                                  | Claim on Cash - Measure M                        | (197,382.75)         | 20,201.51           | (177,181.24)         |
| <a href="#">214-000-101214</a>                                  | Claim on Cash - AB 2766                          | 138,213.83           | -                   | 138,213.83           |
| <a href="#">221-000-101221</a>                                  | Claim on Cash - Senior Mobility Program          | 213,291.74           | 7,315.84            | 220,607.58           |
| <a href="#">301-000-101301</a>                                  | Claim on Cash - CARITS                           | 1,310,716.79         | -                   | 1,310,716.79         |
| <a href="#">305-000-101305</a>                                  | Claim on Cash - Beverage Recycling               | 8,777.88             | -                   | 8,777.88             |
| <a href="#">306-000-101306</a>                                  | Claim on Cash - CR&R Recycling Fee               | 244,088.72           | (8,524.94)          | 235,563.78           |
| <a href="#">307-000-101307</a>                                  | Claim on Cash - C&D Forfeited Deposits           | 33,595.27            | -                   | 33,595.27            |
| <a href="#">311-000-101310</a>                                  | Claim on Cash - Quimby ACT Park Impact Fee       | 2,053,640.48         | -                   | 2,053,640.48         |
| <a href="#">312-000-101312</a>                                  | Claim on Cash - SB1186 ADA Compliance            | 31,458.30            | -                   | 31,458.30            |
| <a href="#">322-000-101322</a>                                  | Claim on Cash - Water Conservation               | 352,753.22           | -                   | 352,753.22           |
| <a href="#">401-000-101401</a>                                  | Claim on Cash - Public Art Fund                  | 197,333.88           | -                   | 197,333.88           |
| <a href="#">411-000-101401</a>                                  | Claim on Cash - Public Art Fund                  | 344,353.56           | -                   | 344,353.56           |
| <a href="#">421-000-101421</a>                                  | Claim on Cash - Law Enforcement - State          | 2,100.25             | -                   | 2,100.25             |
| <a href="#">451-000-101451</a>                                  | Claim on Cash - Liability Self-Insurance         | 210,029.87           | -                   | 210,029.87           |
| <a href="#">452-000-101452</a>                                  | Claim on Cash - Parks Equipment Maintenance      | 365,700.00           | -                   | 365,700.00           |
| <a href="#">454-000-101454</a>                                  | Claim on Cash - Sports Complex Equipment Maint   | 120,000.00           | -                   | 120,000.00           |
| <a href="#">455-000-101455</a>                                  | Claim on Cash - Community Center Equipment Ma    | 120,000.00           | -                   | 120,000.00           |
| <a href="#">456-000-101456</a>                                  | Claim on Cash - Storm Drain/Slope Repair Reserve | 31,770.82            | -                   | 31,770.82            |
| <b>TOTAL CLAIM ON CASH</b>                                      |                                                  | <u>26,695,938.07</u> | <u>(927,289.84)</u> | <u>25,768,648.23</u> |
| Reconciling items (outstanding checks and deposits in transit): |                                                  |                      |                     | 127,344.77           |
| Pooled Cash & Investments Book Value:                           |                                                  |                      |                     | <u>25,895,993.00</u> |

## GENERAL FUND RESERVES (as of most recent year end 6/30/2023 - currently being audited)

|                   |                   |
|-------------------|-------------------|
| Fund Balance Type |                   |
| Assigned          | 847,881           |
| Unassigned        | 20,803,684        |
| <b>Total</b>      | <b>21,651,566</b> |

Attachment: September 2023 Treasurer's Report (3340 : Treasurer's Report for September 2023)



BMO



BMO BANK N.A.  
P.O. BOX 755  
CHICAGO, IL 60690

ACCOUNT NUMBER: [REDACTED]

STATEMENT PERIOD  
09/05/23 TO 09/30/23

PAGE: 1 OF 4

CITY OF LAGUNA HILLS  
GENERAL  
24035 EL TORO RD  
LAGUNA HILLS CA 92653-3103

ITEMS ENCLOSED 0

REGULAR CHECKING-PUBLIC FUNDS

ACCOUNT NUMBER [REDACTED]

## ACCOUNT SUMMARY

YOUR PREVIOUS BALANCE WAS 860,753.58

YOUR TRANSACTIONS THIS PERIOD INCLUDED:

|                |              |
|----------------|--------------|
| 83 DEPOSITS    | 3,035,639.59 |
| 33 WITHDRAWALS | 3,647,245.85 |

YOUR ENDING BALANCE WAS 249,147.32

YTD INTEREST PAID IS .00

YTD INTEREST WITHHELD IS .00

## TRANSACTIONS LISTED BY DATE POSTED

| DATE POSTED | TRANSACTION DESCRIPTION         | WITHDRAWALS<br>OTHER DEBITS | DEPOSITS<br>OTHER CREDITS |
|-------------|---------------------------------|-----------------------------|---------------------------|
| SEP 05      | CCD AMS INC MERCH DEP           |                             | 1,795.36                  |
| SEP 05      | REMOTE DEPOSIT                  |                             | 2,244.27                  |
| SEP 05      | ZERO BALANCE TXFR FROM DDA ACCT |                             | 5,277.14                  |
| SEP 05      | ZERO BALANCE TXFR TO DDA ACCT   | 450.00                      |                           |
| SEP 05      | ZERO BALANCE TXFR TO DDA ACCT   | 22,216.32                   |                           |
| SEP 06      | CCD AMS INC MERCH DEP           |                             | 34.09                     |
| SEP 06      | ZERO BALANCE TXFR FROM DDA ACCT |                             | 42.00                     |
| SEP 06      | ZERO BALANCE TXFR FROM DDA ACCT |                             | 45.00                     |
| SEP 06      | CCD AMS INC MERCH DEP           |                             | 110.00                    |
| SEP 06      | CCD AMS INC MERCH DEP           |                             | 500.00                    |
| SEP 06      | REMOTE DEPOSIT                  |                             | 1,000.00                  |
| SEP 06      | CCD AMS INC MERCH DEP           |                             | 2,626.44                  |
| SEP 06      | CCD AMS INC MERCH DEP           |                             | 3,545.98                  |
| SEP 06      | WIRE TRANSFER CREDIT 2309063    |                             | 1,000,000.00              |
| SEP 06      | ZERO BALANCE TXFR TO DDA ACCT   | 7,982.93                    |                           |
| SEP 07      | ZERO BALANCE TXFR FROM DDA ACCT |                             | 292.86                    |
| SEP 07      | CCD AMS INC MERCH DEP           |                             | 3,814.49                  |
| SEP 07      | CCD County of Orange EDI PYMNT  |                             | 126,914.57                |
| SEP 07      | ZERO BALANCE TXFR TO DDA ACCT   | 3,180.37                    |                           |
| SEP 07      | ZERO BALANCE TXFR TO DDA ACCT   | 891,727.84                  |                           |
| SEP 08      | CCD AMS INC MERCH DEP           |                             | 760.86                    |



CalTRUST  
PO Box 2709  
Granite Bay, CA 95746  
www.caltrust.org  
Email: admin@caltrust.org  
Fax: 402-963-9094  
Phone: 833-CALTRUST (225-8787)

## Investment Account Summary

09/01/2023 through 09/30/2023

### SUMMARY OF INVESTMENTS

| Fund                                           | Account Number | Total Shares Owned | Net Asset Value per Share on Sep 30 (\$) | Value on Sep 30 (\$) | Average Cost Amount (\$) | Cumulative Change in Value (\$) |
|------------------------------------------------|----------------|--------------------|------------------------------------------|----------------------|--------------------------|---------------------------------|
| <b>CITY OF LAGUNA HILLS</b>                    |                |                    |                                          |                      |                          |                                 |
| CalTRUST Liquidity Fund                        |                | 19,706,178.610     | 1.00                                     | 19,706,178.61        | 19,706,178.61            | 0.00                            |
| <b>Portfolios Total value as of 09/30/2023</b> |                |                    |                                          | <b>19,706,178.61</b> |                          |                                 |

### DETAIL OF TRANSACTION ACTIVITY

| Activity Description            | Activity Date | Amount (\$)                 | Amount in Shares | Balance in Shares     | Price per Share (\$)              | Balance (\$)         | Average Cost Amt (\$) | Realized Gain/(Loss) (\$) |
|---------------------------------|---------------|-----------------------------|------------------|-----------------------|-----------------------------------|----------------------|-----------------------|---------------------------|
| <b>CalTRUST Liquidity Fund</b>  |               | <b>CITY OF LAGUNA HILLS</b> |                  |                       | <b>Account Number: [REDACTED]</b> |                      |                       |                           |
| Beginning Balance               | 09/01/2023    |                             |                  | 20,216,764.000        | 1.00                              | 20,216,764.00        |                       |                           |
| Redemption                      | 09/14/2023    | 600,000.00                  | 600,000.000      | 19,616,764.000        | 1.00                              | 19,616,764.00        | 600,000.00            | 0.00                      |
| Accrual Income Div Reinvestment | 09/29/2023    | 89,414.61                   | 89,414.610       | 19,706,178.610        | 1.00                              | 19,706,178.61        | 0.00                  | 0.00                      |
| Change in Value                 |               |                             |                  |                       |                                   | 0.00                 |                       |                           |
| <b>Closing Balance as of</b>    | <b>Sep 30</b> |                             |                  | <b>19,706,178.610</b> | <b>1.00</b>                       | <b>19,706,178.61</b> |                       |                           |

Attachment: September 2023 Treasurer's Report (3340 : Treasurer's Report for September 2023)

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

# California State Treasurer

## Fiona Ma, CPA



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

October 16, 2023

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

CITY OF LAGUNA HILLS

CITY MANAGER  
24035 EL TORO ROAD  
LAGUNA HILLS, CA 92653

[Tran Type Definitions](#)

Account Number: [REDACTED]

September 2023 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Web Confirm Number | Authorized Caller | Amount        |
|----------------|------------------|-----------|----------------|--------------------|-------------------|---------------|
| 9/6/2023       | 9/5/2023         | RW        | [REDACTED]     | [REDACTED]         | ERIC HENDRICKSON  | -1,000,000.00 |
| 9/22/2023      | 9/21/2023        | RW        | [REDACTED]     | [REDACTED]         | ERIC HENDRICKSON  | -250,000.00   |
| 9/29/2023      | 9/28/2023        | RD        | [REDACTED]     | [REDACTED]         | ERIC HENDRICKSON  | 800,000.00    |

### Account Summary

|                   |               |                    |              |
|-------------------|---------------|--------------------|--------------|
| Total Deposit:    | 800,000.00    | Beginning Balance: | 6,185,664.22 |
| Total Withdrawal: | -1,250,000.00 | Ending Balance:    | 5,735,664.22 |

Attachment: September 2023 Treasurer's Report (3340 : Treasurer's Report for September 2023)


**BNY MELLON**

The Bank of New York Mellon Trust Company, N.A.


**Go Paperless.**

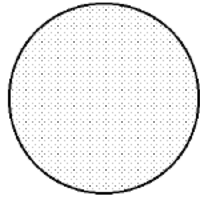
Securely access your accounts online to view your statements. Ask your BNY Mellon contact how we can help you access your account balances and activity in real time, receive your reports, enter your own transactions or submit an audit confirmation online. Also be sure to ask how NEXEN(SM) Gateway, our new cloud-based ecosystem, can help you.

 Visit us at [www.bnymellon.com](http://www.bnymellon.com)
**Account Statement**

Statement Period 09/01/2023 Through 09/30/2023

 Account [REDACTED] Base Currency = USD  
 LAGUNA HILLS 2010 LEASE PYMT FD

**CLIENT SERVICE MANAGER: JOHN KIM**  
 BNYM COPORATE TRUST, N.A  
 333 S. HOPE ST. STE 2525  
 LOS ANGELES, CA 90071  
 +12136306145  
 JOHN.KIM@BNYMELLON.COM

**Account Overview**


| Percent of all Investments | Asset Classification     | Market Value |
|----------------------------|--------------------------|--------------|
| 100%                       | CASH AND SHORT TERM      | 1,061,424.86 |
| 100%                       | TOTAL OF ALL INVESTMENTS | 1,061,424.86 |

**Summary of Assets Held by Asset Classification**

| Asset Classification | Market Value | Cost         | Accrued Income | Estimated Annual Income | Market Yield |
|----------------------|--------------|--------------|----------------|-------------------------|--------------|
| CASH AND SHORT TERM  | 1,061,424.86 | 1,061,424.86 | 0.00           | 52,746.08               | 4.97 %       |
| ACCOUNT TOTALS       | 1,061,424.86 | 1,061,424.86 | 0.00           | 52,746.08               | 4.97 %       |

**Summary of Cash Transactions by Transaction Category**

| Transaction Category     | Current Period |           |                       | Year-to-Date |              |
|--------------------------|----------------|-----------|-----------------------|--------------|--------------|
|                          | Income         | Principal | Realized Gains/Losses | Income       | Principal    |
| OPENING BALANCE          | 0.00           | 0.00      |                       | 0.00         | 0.00         |
| DIVIDENDS                | 4,448.37       | 0.00      | 0.00                  | 37,118.64    | 0.00         |
| SALES AND REDEMPTIONS    | 0.00           | 0.00      | 0.00                  | 0.00         | 382,481.26   |
| OTHER CASH ADDITIONS     | 0.00           | 4,448.37  | 0.00                  | 0.00         | 37,118.64    |
| OTHER CASH DISBURSEMENTS | 4,448.37 -     | 0.00      | 0.00                  | 37,118.64 -  | 382,481.26 - |



**BNY MELLON**

The Bank of New York Mellon Trust Company, N.A.



#### Go Paperless.

Securely access your accounts online to view your statements. Ask your BNY Mellon contact how we can help you access your account balances and activity in real time, receive your reports, enter your own transactions or submit an audit confirmation online. Also be sure to ask how NEXEN(SM) Gateway, our new cloud-based ecosystem, can help you.

Visit us at [www.bnymellon.com](http://www.bnymellon.com)

4.5.a

## Account Statement

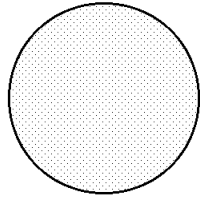
Statement Period 09/01/2023 Through 09/30/2023

Account [REDACTED] Base Currency = USD  
LAGUNA HILLS 2010 RESERVE FD

#### CLIENT SERVICE MANAGER: JOHN KIM

BNYM COPORATE TRUST, N.A  
333 S. HOPE ST. STE 2525  
LOS ANGELES, CA 90071  
+12136306145  
JOHN.KIM@BNYMELLON.COM

## Account Overview



| Percent of all Investments                                                             | Asset Classification            | Market Value      |
|----------------------------------------------------------------------------------------|---------------------------------|-------------------|
| 100%  | CASH AND SHORT TERM             | 408,237.17        |
| 100%                                                                                   | <b>TOTAL OF ALL INVESTMENTS</b> | <b>408,237.17</b> |

## Summary of Assets Held by Asset Classification

| Asset Classification  | Market Value      | Cost              | Accrued Income | Estimated Annual Income | Market Yield  |
|-----------------------|-------------------|-------------------|----------------|-------------------------|---------------|
| CASH AND SHORT TERM   | 408,237.17        | 408,237.17        | 0.00           | 20,286.80               | 4.97 %        |
| <b>ACCOUNT TOTALS</b> | <b>408,237.17</b> | <b>408,237.17</b> | <b>0.00</b>    | <b>20,286.80</b>        | <b>4.97 %</b> |

## Summary of Cash Transactions by Transaction Category

| Transaction Category     | Current Period |             |                       | Year-to-Date |              |
|--------------------------|----------------|-------------|-----------------------|--------------|--------------|
|                          | Income         | Principal   | Realized Gains/Losses | Income       | Principal    |
| <b>OPENING BALANCE</b>   | <b>0.00</b>    | <b>0.00</b> |                       | <b>0.00</b>  | <b>0.00</b>  |
| DIVIDENDS                | 1,710.93       | 0.00        | 0.00                  | 8,770.59     | 0.00         |
| OTHER CASH ADDITIONS     | 0.00           | 1,710.93    | 0.00                  | 0.00         | 406,897.39   |
| OTHER CASH DISBURSEMENTS | 1,710.93 -     | 0.00        | 0.00                  | 8,770.59 -   | 0.00         |
| PURCHASES                | 0.00           | 1,710.93 -  | 0.00                  | 0.00         | 406,897.39 - |



## Yield and NAV

| Fund Name               |        | Start Date - End Date |                 |  |             |  |  | <a href="#">Export</a>  |  |
|-------------------------|--------|-----------------------|-----------------|-----------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------|--|
| CalTRUST Liquidity F... |        | 9/30/2023 – 9/30/2023 |                 |                                                                                   |             |                                                                                    |  |                                                                                                            |  |
| Period Date             | NAV    | Income                | Shares          | Net Assets                                                                        | Daily Yield | 7 day AVG Yield                                                                    |  |                                                                                                            |  |
| 9/30/23                 | \$1.00 | \$126,948.77          | 850,256,824.830 | \$850,271,321.62                                                                  | 5.45%       | 5.44%                                                                              |  |                                                                                                            |  |
|                         |        |                       |                 |                                                                                   |             |                                                                                    |  |                                                                                                            |  |

Attachment: September 2023 Treasurer's Report (3340 : Treasurer's Report for September 2023)

If you have any questions regarding your account please contact Shareholder Services at: 833-CAL-TRUST (833-225-8787)





## PMIA/LAIF Performance Report as of 10/11/23



### Quarterly Performance Quarter Ended 06/30/23

|                                            |                     |
|--------------------------------------------|---------------------|
| LAIF Apportionment Rate <sup>(2)</sup> :   | 3.15                |
| LAIF Earnings Ratio <sup>(2)</sup> :       | 0.00008636172883763 |
| LAIF Administrative Cost <sup>(1)*</sup> : | 0.06                |
| LAIF Fair Value Factor <sup>(1)</sup> :    | 0.984828499         |
| PMIA Daily <sup>(1)</sup> :                | 3.26                |
| PMIA Quarter to Date <sup>(1)</sup> :      | 3.01                |
| PMIA Average Life <sup>(1)</sup> :         | 260                 |

### PMIA Average Monthly Effective Yields<sup>(1)</sup>

|           |         |
|-----------|---------|
| September | 3.534   |
| August    | 3.434   |
| July      | 3.305** |
| June      | 3.167   |
| May       | 2.993   |
| April     | 2.870   |

### Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 08/31/23 \$168.1 billion

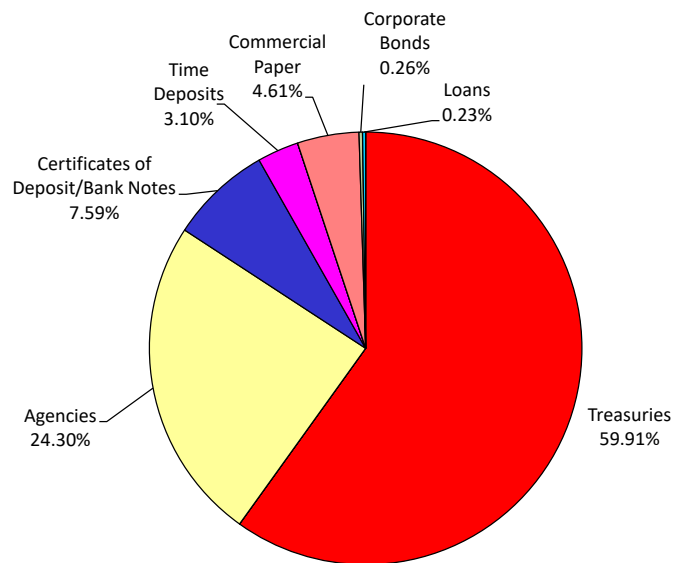


Chart does not include \$2,496,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

\*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

\*\* Revised

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

---

**DATE:** October 24, 2023  
**TO:** Mayor and Council Members  
**FROM:** Gregory E. Simonian  
City Attorney  
**ISSUE:** Appointment of Labor Negotiator

---

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

---

#### **SUMMARY:**

State law authorizes the City Council to hold closed sessions with the City's designated labor representative regarding the compensation of unrepresented employees, such as the City Manager; however, prior to the closed session the City Council is required to hold an open session in which the Council's labor representative is identified and designated. Historically, the City Council has assigned the responsibility for facilitating the annual performance evaluation of the City Manager and for conducting labor negotiations with the City Manager to a qualified labor consultant or to the Mayor.

Pursuant to Government Code Section 54957.6, it is recommended that the City Council select and appoint Mayor Heft to serve as the City Council's designated representative for purposes of (a) facilitating the annual performance evaluation of the City Manager and (b) conducting labor negotiations with the City Manager, an unrepresented employee.

## Appointment of Labor Negotiator

October 24, 2023

Page 2

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### **BACKGROUND:**

A closed session meeting of the City Council has been scheduled for October 24, 2023, for the purpose of (a) commencing the process for conducting the annual performance evaluation of the City Manager and (b) allowing the City Council to determine the criteria for such evaluation, the process and procedures for conducting the evaluation, and for discussing other preliminary matters concerning how the annual performance evaluation should be conducted. The annual city manager performance evaluation is expected to be completed during closed session on November 14, 2023; however, it may be continued thereafter as scheduled until completed.

### **DISCUSSION:**

Government Code Section 54957 authorizes closed session meetings for the purpose of conducting a public employee performance evaluation. According to state law, evaluation of performance is not limited to a comprehensive review of the employee's performance, but may include examination of particular instances of job performance. It may also include consideration of the criteria for such evaluation, the process for conducting the evaluation, and other preliminary matters to the extent those matters constitute an exercise of the City Council's discretion in evaluating a particular employee and actions relating to a finding that the evaluation is satisfactory.

Government Code Section 54957.6 authorizes the City Council to convene in closed session with its designated representative regarding the salary and compensation of unrepresented employees. The City Council has the option of convening in closed session with its designated labor representative for the purpose of reviewing its position and instructing the Council's designated representative with respect to conducting labor negotiations with the City Manager, an unrepresented employee. Closed sessions authorized by Government Code Section 54957.6 are for the limited purpose of allowing the City Council to review its position and to give instruction to the Council's designated labor negotiator. To do so, however, the City Council must place the appointment of a labor negotiator on the open and public session of the agenda and select a labor negotiator prior to convening in closed session to review its position and prior to giving instruction to its designated representative. The City Council is required by law to take "final action" on proposed changes to salary or compensation of the City Manager, if any, in open session.

## Appointment of Labor Negotiator

October 24, 2023

Page 3

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### **ALTERNATIVES:**

The City Council has the option of designating and appointing a representative for purposes of conducting labor negotiations with the City Manager, an unrepresented employee, as part of the annual review process; however, the City Council is not legally required to do so.

### **FISCAL IMPACT:**

There is no fiscal impact if the City Council appoints one member of the Council to facilitate the annual performance review and to serve as the Council's designated labor representative.



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

---

**DATE:** October 24, 2023

**TO:** Mayor and Council Members

**FROM:** Jennifer Lee  
City Clerk

**ISSUE:** Second Reading & Adoption of Proposed Ordinance Adding Chapter 3-36 (Informal Bidding - Public Projects) to Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code to Provide Informal Bidding Procedures in Accordance with the Uniform Public Construction Cost Accounting Act

---

**RECOMMENDATION:** That the City Council: 1) Adopt an Ordinance entitled: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 3-36 (INFORMAL BIDDING - PUBLIC PROJECTS) TO TITLE 3 (REVENUE AND FINANCE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES IN ACCORDANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT"; and 2) Authorize the Mayor to execute the Ordinance.

---

#### **SUMMARY:**

The proposed ordinance will add Chapter 3-36 (Informal Bidding – Public Projects) to Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code defining the process and procedures for an alternative bidding procedure for public projects exceeding \$5,000.in accordance with the California Uniform Public Construction Cost Accounting Act. (Public Contract Code Sections 22030 to 22045)

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 5-0 on October 10, 2023. It is now in order to adopt the Ordinance and to authorize the Mayor to sign the Ordinance.

Second Reading & Adoption of Proposed Ordinance for Informal Bidding Procedures  
October 24, 2023  
Page 2

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**ATTACHMENTS:**

- Proposed Ordinance Adding Chapter 3-36 (Informal Bidding - Public Projects) to the LHMC
- October 10, 2023, Ordinance Introduction Staff Report Including Attachments

## ORDINANCE NO. 2023-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 3-36 (INFORMAL BIDDING – PUBLIC PROJECTS) TO TITLE 3 (REVENUE AND FINANCE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES IN ACCORDANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY FIND AND DETERMINE AS FOLLOWS:

WHEREAS, Chapter 3-08 (Purchasing) of Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code does not apply to public projects; and

WHEREAS, the Local Agency Public Construction Act (California Public Contract Code sections 20100 to 20929) sets forth regulations, policies, and procedures for the solicitation and award of contracts for public projects; and

WHEREAS, the Local Agency Public Construction Act requires any public project valued at more than \$5,000 to be contracted for and let to the lowest responsible bidder utilizing a formal process including a publication of a notice inviting bids and the award of contract by the City Council; and

WHEREAS, the Uniform Public Construction Cost Accounting Act (California Public Contract Code section 22000 to 22045); however, provides an alternative procurement method for certain public projects, which public entities may elect to become subject to; and

WHEREAS, on April 28, 1992, the City Council previously adopted Resolution 92-04-28-6 electing to become subject to the Uniform Public Construction Cost Accounting Act, but did not adopt the required informal bidding ordinance governing the selection of contractors to perform public projects pursuant to the Uniform Public Construction Cost Accounting Act; and

WHEREAS, the City now desires to adopt an informal bidding ordinance governing the selection of contractors to perform public projects pursuant to the Uniform Public Construction Cost Accounting Act pursuant to Section 22034 of the California Public Contract Code.

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

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

SECTION 2. Chapter 3-36 (Informal Bidding – Public Projects) is hereby added to Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code to read as follows:

### **Chapter 3-36**

#### **INFORMAL BIDDING – PUBLIC PROJECTS**

Sections:

- 3-36.010 Public project defined.
- 3-36.020 Contracting procedures, dollar amount limitations, and authority.
- 3-36.030 Contractors list.
- 3-36.040 Notice inviting informal bids.
- 3-36.050 Execution of change orders.
- 3-36.060 Emergencies.
- 3-36.070 Informal bids received in excess of \$200,000.

#### **3-36.010 Public project defined.**

A. For purposes of this chapter, the term “public project” shall have the same meaning as set forth in the Uniform Public Construction Cost Accounting Act ("Act") (Public Contract Code § 22000 et seq.), as may be amended from time to time, which is defined in relevant part as follows:

1. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; and,
2. Painting or repainting of any publicly owned, leased, or operated facility;

B. The term “public project” does not include maintenance work. "Maintenance work" includes all of the following:

1. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes;
2. Minor repainting;
3. Resurfacing of streets and highways at less than one inch; and,
4. Landscape, maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.



### **3-36.020 Contracting procedures, dollar amount limitations, and authority.**

A. A public project of \$60,000 or less (or the current amount specified in Section 22032(a) of the Public Contract Code, if different) may be performed by the employees of the City by force account, by negotiated contract, or by purchase order.

B. A public project of \$200,000 or less (or the current amount specified in Section 22032(b) of the Public Contract Code, if different) may be let to contract by informal bidding procedures in accordance with Public Contract Code sections 22030 et seq. and as set forth in this chapter. A public project of more than \$200,000 (or the current amount specified in Section 22032(b) of the Public Contract Code if different) shall be let to contract by formal bidding procedure in accordance with Public Contract Code sections 20160 to 20174 and 22037 to 22039.

C. The City Manager is authorized to award and execute contracts for public projects of \$60,000 or less pursuant to the informal bidding procedures set forth in this chapter, provided there exists an unencumbered appropriation in the approved budget against which such procurement may be charged. City Council approval is required for the award and execution of all contracts for public projects pursuant to this chapter of more than \$60,000.

### **3-36.030 Contractors list.**

The City Manager or the City Manager's designee may develop and maintain a list of qualified contractors, identified according to categories of work in accordance with the minimum criteria determined by the California Uniform Construction Cost Accounting Commission ("Commission").

### **3-36.040 Notice inviting informal bids.**

A. Where a public project is subject to the informal bidding procedures of this chapter, a notice inviting informal bids shall be provided to contractors in accordance with either paragraph (1) and/or (2) below. If the City does not maintain a list of qualified contractors pursuant to Section 3-36.030, the notice inviting informal bids shall only be provided to contractors in accordance with paragraph (2) below.

1. A notice inviting informal bids may be mailed, faxed, or emailed not less than ten (10) calendar days before bids are due to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 3-36.030.
2. A notice inviting informal bids may be mailed, faxed, or emailed not less than ten (10) calendar days before bids are due to all appropriate construction trade journals as specified by the Commission. Additional contractors and/or construction trade journals may be notified at the discretion of the City Manager or the City Manager's designee.

B. The notice inviting informal bids shall: (1) describe the project in general terms; (2) explain how to obtain more detailed information about the proposed public project; and (3) state the time, date and location for the submission of bids.

C. If the product or service required to be performed is, at the discretion of the City Manager, determined to be proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors. (Public Contract Code Section 22034(a)(1)).

### **3-36.050 Execution of change orders.**

The City Manager shall have the authority to approve change orders to contracts for public projects awarded pursuant to the informal bidding procedures of this chapter in accordance Chapter 3-28 of the Laguna Hills Municipal Code.

### **3-36.060 Emergencies.**

A. In cases of emergency when repair or replacements are necessary, the City Council may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the City Council, by contractor, or by a combination of the two. (Public Contract Code Section 22035).

B. In case of an emergency, if notice for bids to let contracts will not be given, the City shall comply with Chapter 2.5, Part 3, Division 2 of the Public Contract Code (commencing with Section 22050), as may be amended from time to time.

### **3-36.070 Informal bids received in excess of \$200,000.**

If all informal bids received are in excess of \$200,000, the City Council may, by adoption of a resolution by a 4/5ths vote, award the contract, at \$212,500 or less (or the current amount specified in Section 22034(d) of the Public Contract Code, if different) to the lowest responsible bidder, if the City Council determines that the City's cost estimate was reasonable.

SECTION 3. This Ordinance shall take effect on \_\_\_\_\_, 2023, the 31<sup>st</sup> day following the adoption of this Ordinance by the City Council.

SECTION 4. Public Resources Code § 21065 defines "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Ordinance does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the Ordinance does not call for any change in the existing environmental conditions within the City. The proposed Ordinance merely provides informal bidding procedures under the Uniform

Public Construction Cost Accounting Act. Accordingly, the Ordinance is not a "project" subject to CEQA. (Public Resources Code § 21065; CEQA Guidelines §§ 15060(c)(3) and 15378(a).) Even if the Ordinance could be construed to be a project subject to CEQA, the proposed Ordinance is exempt because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (CEQA Guidelines § 15061(b)(3)). The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 5. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code and any City Council Resolutions or Ordinances, or portions thereof or in conflict therewith.

SECTION 6. In order to opt-in to the Uniform Public Construction Cost Accounting Act, upon adoption of this Ordinance, the City Clerk shall cause a certified copy of Resolution No. 92-04-28-6 and a certified copy of this Ordinance, along with a cover letter, to be filed with the Commission.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

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

PASSED, APPROVED, AND ADOPTED this X day of X 2023.

\_\_\_\_\_  
JANINE HEFT, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing Ordinance No. 2023-X was duly introduced and  
placed upon its first reading at a Regular Meeting of the City Council on the X day of X  
2023, and that thereafter, said Ordinance was duly adopted and passed at a Regular  
Meeting of the City Council held on the X day of X 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING  
AND PUBLICATION

JENNIFER LEE, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2023-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, X

on the X day of X 2023, and on the X day of X 2023, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, by the X day of X 2023, and the X day of X 2023, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall  
Laguna Hills Community Center  
La Paz Center

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK  
Laguna Hills, California



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 10, 2023

**TO:** Mayor and Council Members

**FROM:** Joe Ames, P.E., T.E.  
Public Works Director/City Engineer

**ISSUE:** California Uniform Public Construction Cost Accounting Act

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**RECOMMENDATION:** That the City Council introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 3-36 (INFORMAL BIDDING - PUBLIC PROJECTS) TO TITLE 3 (REVENUE AND FINANCE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES IN ACCORDANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT."

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#### **SUMMARY:**

Currently, any City public project over \$5,000 requires formal bidding. The Uniform Public Construction Cost Accounting Act (the "Act") provides cities with an alternative bidding procedure for public projects exceeding \$5,000. (Public Contract Code Sections 22030 to 22045). In order to implement this alternative procedure, the City must 1) adopt a resolution electing to become subject to the Act, and 2) adopt an informal bidding ordinance defining the process and procedures for compliance with the Act. The City previously adopted Resolution Nos. 92-04-28-6 and 92-04-28-7 on April 28, 1992, opting into the Act; however, a subsequent informal bidding ordinance was never adopted.

#### **BACKGROUND:**

California law requires general law cities to advertise public projects for competitive bidding if the project costs exceed \$5,000. Public projects are defined to include: construction, reconstruction, erection, alteration, renovation, improvement, demolition,

# California Uniform Public Construction Cost Accounting Act

October 10, 2023

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and repair work involving any publicly owned, leased, or operated facility. This definition also includes painting or repainting of any publicly owned, leased, or operated facility. (Public Contract Code Section 22002).

The Act became law in 1983 and is set forth in the California Public Contract Code, Sections 22000 through 22045. The Act was enacted to help promote “uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the State.” (Public Contract Code Section 22001). The Act allows public projects of up to a specified dollar amount to be performed by public agency employees by force account, via negotiated contract, or by purchase order, and provides alternative bidding procedures for higher public project contract amounts.

The Act established the California Uniform Construction Cost Accounting Commission (the “Commission”) to develop and update policies and procedures for administering the Act. The Commission periodically updates the dollar thresholds at which a participating public agency may use the public agency’s force account, a negotiated contract, or a purchase order to contract for public project work or at which a participating public agency may contract for public project work using informal bidding procedures.

## *Alternative Bidding Procedures*

The Act provides for alternative bidding procedures which allow for more flexibility in the execution of public projects. When used, the alternative bidding procedures can reduce the award process time, improve the timeliness of project completion, reduce paperwork, and simplify the overall project administration. It also provides governments the right to perform work with its own staff, by negotiated contract, or by purchase order, rather than contracting out the work, per the thresholds set by the Act.

In cities that have not opted into the Act, public projects over \$5,000 must be let following a formal bidding process, which requires advertising in the newspapers, construction trade journals, and a 30-day lead time.

## *Thresholds of the Alternative Bidding Procedures*

Currently, the Commission has set the following thresholds for alternative bidding procedures:

- Projects of \$60,000 or less may be performed by the agency’s own workforce, negotiated contract or purchase order;



## California Uniform Public Construction Cost Accounting Act

October 10, 2023

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- Projects of \$200,000 or less may be contracted by informal bidding procedures; and
- Projects over \$200,000 require formal bidding procedures.

These thresholds may change over time, as determined by the Commission. The proposed implementation ordinance mirrors the current thresholds, and delegates contracting authority for projects of \$60,000 or less to the City Manager. For projects over \$60,000, those projects would still require contract award by the City Council.

### *Summary of Benefits of the Act*

- Greater flexibility
- Prequalified list of contractors
- Anticipated lower costs
- Same approval process
- Significantly faster award times

Most of the benefits of the Act apply to public projects up to \$200,000. The Act streamlines the administration and contracting for public projects up to \$200,000; currently, all public projects over \$5,000 must follow formal bidding procedures that include creating plans and specifications, and advertising in the local newspaper and trade journals for a minimum of 30 days. If the proposed implementation ordinance is adopted, public projects of \$60,000 or less could be performed by negotiated contract or purchase order, typically let within a matter of a day or two. Public projects between \$60,000 and \$200,000 could be solely advertised to the City's qualified list of contractors or to the construction trade journals for a minimum of 10 days, thereby lessening the lead time for doing the work.

The Commission has published a Frequently Asked Questions document that answers many common questions about the Act, which is attached to this report.

### *Implementation Requirements*

The City already has most of the framework in place. The following items would need to be done in order to implement the Act:



# California Uniform Public Construction Cost Accounting Act

October 10, 2023

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Ordinance: On April 28, 1992, the City Council adopted Resolution Nos. 92-04-28-6 and 92-04-28-7 adopting the California Uniform Public Construction Cost Accounting Act procedures. The Resolution was forwarded to the State Controller, and the City is listed among the cities on the Commission's website as a city implementing the Act. Therefore, the next step is to adopt an ordinance implementing the provisions of the Act. Upon adoption of the proposed implementing ordinance, the City Clerk would cause a certified copy of Resolution Nos. 92-04-28-6 and 92-04-28-7 and a certified copy of the ordinance, along with a cover letter, to be filed with the Commission.

Qualified List of Contractors: After adoption of the ordinance, the City would need to establish a new list of qualified contractors by mailing, faxing, or e-mailing written notice to a pre-determined list of construction trade journals inviting all contractors to submit their business information to City to be listed on the qualified bidders list for informal bidding purposes only (projects between \$60,000 and \$200,000). The Commission publishes a Cost Accounting Policies and Procedures Manual to assist public agencies in implementing the Act. The Manual specifies which local trade journals are required to be notified at no charge to the City. The list would be maintained in-house and updated annually.

## CEQA FINDINGS:

The proposed ordinance is exempt from the California Environmental Quality Act. Public Resources Code § 21065 defines "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed implementing ordinance does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the ordinance does not call for any change in the existing environmental conditions within the City. The proposed ordinance merely provides informal bidding procedures under the Uniform Public Construction Cost Accounting Act. Accordingly, the ordinance is not a "project" subject to CEQA. (Public Resources Code § 21065; CEQA Guidelines §§ 15060(c)(3) and 15378(a).) Even if the ordinance could be construed to be a project subject to CEQA, the proposed ordinance is exempt because there is no possibility that this ordinance or its implementation would have a significant negative effect on the environment. (CEQA Guidelines § 15061(b)(3)).

# California Uniform Public Construction Cost Accounting Act

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## FISCAL IMPACT:

There are no ongoing direct costs in implementing the Act. There are no membership fees or dues to be paid.

## ATTACHMENTS:

- Frequently Asked Questions About the Uniform Public Construction Cost Accounting Act
- Proposed Informal Bidding Ordinance - Uniform Public Construction Cost Accounting Act

# CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

## FREQUENTLY ASKED QUESTIONS (FAQs)

These FAQs have been compiled to assist agencies that are participating in the California Uniform Public Construction Cost Accounting Act (the Act), as contained in Public Contract Code (PCC) Section 22000, et seq. All references are to PCC, unless otherwise stated.

### 1. What is the Uniform Public Construction Cost Accounting Act?

The Act is legislation that was enacted in 1983 to help promote “uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state” (Section 22001). The Act is a voluntary program available to all public entities in the State, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act. The entirety of the Act is found at Sections 22000-22045.

### 2. What are some of the key provisions of the Act?

The Act allows for public project work in the amount of \$60,000 or less to be performed by a public agency’s force account using the public agency’s own resources, or by negotiated contract, or by purchase order (Section 22032(a)). Public projects in the amount of \$200,000 or less may use the informal or formal bidding procedures set forth in Section 22032(b) or (c) of the Act. Public projects at a cost of more than \$200,000 must use formal bidding procedures to let the contract pursuant PCC Section 22032(c).

### 3. What are the benefits of the program?

- Increased force account limit for public agencies;
- Simplified bidding for projects that are \$200,000 or less;
- Reduced number of formal bids based on project size; and
- Expedited contracting for projects under \$200,000.

Many participating agencies appreciate the program because it has given them more leeway in the execution of public works projects under a certain dollar amount; sped up the award process; expedited project delivery; reduced the time, effort, and expense associated with bidding projects under \$200,000; and simplified administration for those projects. Few agencies have experienced challenges with the accounting requirements and overhead provisions. Moreover, adjustments, when required, have been relatively simple; most required procedures were already in place, so there were few, if any, major changes to existing operations. The current Standard Accounting Codes Structure satisfies reporting requirements when used properly.

### 4. Is the Uniform Public Construction Cost Accounting Act mandatory for public agencies?

No. The Act is a voluntary program requiring a public agency to “opt in” using the process outlined in the Act.

**5. How does a public agency become subject to the Act?**

The governing body must elect by resolution to become subject to the Act and must file a copy of the approved resolution with the State Controller's Office (Section 22030). Sample documents are available at: [http://www.sco.ca.gov/ard\\_cuccac.html](http://www.sco.ca.gov/ard_cuccac.html). Once an agency has opted into the Act, it will remain a part of the program.

**6. May a public agency withdraw from the Act?**

Yes. An agency may withdraw from the Act by filing with the State Controller's Office an approved resolution of the agency's election to withdraw that was made during a public meeting of the agency's governing body.

**7. Must a participating agency "opt in" to the Act annually?**

No. Once a participating agency "opts in" to the Act, the agency remains subject to the Act until it "opts out" of the Act.

**8. What is the California Uniform Construction Cost Accounting Commission?**

The Commission was created to administer the Act, per Section 22010. It consists of 14 members: 13 members appointed by the State Controller and the License "A" member of the Contractors' State License Board. Seven members represent the public sector (counties, cities, school districts, and special districts). Six members represent the private sector (public works contractors and unions). The Commission members receive no salary, but are eligible for reimbursement of their direct expenses related to the Commission.

**9. What are the Uniform Public Construction Cost Accounting Procedures?**

These procedures are to be used for tracking costs for work performed by an Agency's own forces on a "project" as defined by the Act (Section 22002(c)). The procedures do not apply to operations or maintenance work, or any work that meets the criteria listed in Section 22002(d).

These procedures are intended to capture and record all direct and indirect labor, materials, equipment, subcontractors, and supervision costs, as well as the appropriate overhead costs for the public agency associated with each "project" it performs with its own forces. The procedures follow industry-standard accounting methods, and in many cases are not much different from those already in place at most agencies. Sample forms are available in the CUCCAC Cost Accounting Policies and Procedures Manual at [http://www.sco.ca.gov/Files-ARD-Local/CUCCAC\\_Manual.pdf](http://www.sco.ca.gov/Files-ARD-Local/CUCCAC_Manual.pdf)

School districts may use the Standard Accounting Code Structure to comply with tracking requirements.

**10. Are the cost accounting procedures applicable for agencies whose work forces perform only maintenance tasks as defined in the Act and that contract all of their public projects to third parties?**

No. The cost accounting procedures are applicable only for agencies that perform public project work such as construction and alteration by force account or otherwise. As maintenance does not constitute a "project" under the Act, the cost accounting procedures do not apply.

- 11.** When are participating agencies required to advertise if they choose to maintain a list of qualified contractors?

At least once per calendar year, each Public Agency that has elected to become subject to the Act and intends to use the notice provisions outlined in Section 22034(a) must establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Section 22036. The notice must invite all licensed contractors to submit the name of their firms to the Agency for inclusion on the Agency's list of qualified bidders for the following twelve (12) months. Effective January 1, 2016, a participating agency can choose a specific date of their choice in which to renew its list of qualified contractors.

- 12.** May an agency that chooses to maintain a list add a contractor to the list at any time during the year?

Yes.

- 13.** What is meant by the term "qualified contractors" as used in section 22034(a)(1) of the Act?

*Qualified contractors* are contractors licensed by the State to perform the subject work. The Commission has determined that nothing in the Act prohibits a participating agency from using additional objective pre-qualification standards in the formation and maintenance of their Qualified Contractors Lists if they so desire.

- 14.** How can a contractor get on an agency's list of contractors?

The California Uniform Public Construction Cost Accounting Commission's webpage has a list of agencies that are participating in the California Uniform Public Construction Cost Accounting Act (CUPCCAA). Please contact each agency directly to let them know you would like to be on their list of contractors. For a list of participating agencies, please see the "Participating Agency Lists" header at the following link:

[https://www.sco.ca.gov/ard\\_cuccac.html](https://www.sco.ca.gov/ard_cuccac.html)

More detailed instructions for contractors can be found in Section 1.04.01 of the Cost Accounting Policies and Procedures Manual

- 15.** Can a public agency disqualify or exclude certain contractors from the Qualified Contractors List required in Section 22034(a)(1)?

Agencies may disqualify contractors from Qualified Contractors Lists when the contractors fail to furnish information to meet the minimum criteria as established by the Commission.

- 16.** For agencies that do not maintain an informal bidders list, are they allowed to choose who would get notifications of projects?

No. Section 22034(a)(2) provides for notifications to construction trade journals and exchanges in lieu of sending notifications to contractors on an informal bidders list. An agency may send notices to selected contractors provided it has also met the advertisement requirements of Section 22034(a).

- 17.** What is the difference between “qualifying contractors” under the Act and “prequalification of contractors” by school districts under Section 20101?

Qualifying contractors is a process that allows contractors to register with a public agency for notification of public works opportunities. The prequalification process under Section 20101 is a more complex process that requires a standardized questionnaire and evaluation of contractors using standard scoring criteria. The prequalification process is applicable under the Local Agency Public Construction Act, and does not apply to the Uniform Public Construction Cost Accounting Act.

- 18.** Does a contractor have to be on an agency’s contractor list in order to perform projects less than \$60,000?

No, any public project less than the \$60,000 informal bidding threshold can be performed by employees of the public agency, by negotiated contract, or by purchase order. An agency’s list of contractors is only required to be alerted of projects that surpass the informal bidding threshold.

- 19.** Must a public agency a) notify contractors about public projects if the contractors are believed to not have the skills, credentials, or experience to perform the work required for the public project; and b) consider bids submitted by contractors that the public agency believes do not have the skills, credentials, or experience to perform the work?

a) Yes. If a contractor is on the Qualified Contractors List, the contractor must be notified by the agency of public projects for which he or she is licensed to perform (Section 22034(a)(1)).

b) All bids received must be considered, unless an agency makes appropriate legal findings that a contractor is not legally responsible or his or her bid is not responsive.

- 20.** Does the Act allow flexibility in cases of emergency and when repair or replacements are necessary to permit the continued conduct of a public agency’s operations or services?

Yes. For the purposes of the Public Contract Code, an “emergency” is defined at Section 1102 as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.”

The Act sets forth in Section 22035(a) how a governing body should proceed in case of emergency repairs or replacements. This section states:

In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two. Section 22050 et seq., provides the emergency contract procedures to be followed in these cases.



- 21.** Do the alternative bidding procedures apply only to public projects as defined in Section 22002(c)?

The alternative bidding procedures apply only to work that constitutes a “public project” as defined in Section 22002(c) and has a construction cost within the limits described in Section 22032. The alternative bidding procedures are not required for the purchase of goods or materials that are not part of a “public project.”

However, as outlined in Section 22003, a participating agency may also use the alternative bidding procedures when contracting for maintenance or other work that does not fall within the definition of a “public project” if it so chooses.

- 22.** What will membership in the Act cost my agency?

Nothing. There are no membership fees or dues. However, the Commission does accept grants to assist it in carrying out its duties (Section 22015(c)).

- 23.** What are the most common concerns addressed by the Act?

These are:

- Cost accounting policies and procedures;
- Informal bidding procedures; and
- Accounting procedures review.

Cost accounting requirements for the Act follow those common to the construction industry. The informal bidding on public projects up to \$200,000 is seen by agencies as an effective tool to expedite completion of small projects. While an accounting procedures review could potentially hold up a project for a minimum of 45 days pursuant to Section 22043(c)(1), these types of reviews have been rare in the Commission’s history.

- 24.** Must an agency calculate an overhead rate to apply the accounting procedures?

No. Cities with populations of less than 75,000 must assume an overhead rate equal to 20% of the total costs of the public project, including the costs of material, equipment, and labor (Section 22017(b)(1)). Cities with a population of more than 75,000 may either calculate an actual overhead rate or assume an overhead rate of 30% of the total costs of a public project including the costs of materials, equipment, and labor (Section 22017(b)(2)).

- 25.** When a public entity opts into the Act, does the Act supersede other contracting legal requirements such as statutory requirements for performance bonds, prevailing wages, and certificates of insurance, etc.?

No. The Act supersedes only the bidding procedures used once a public agency has opted into the Act and has notified the Controller. All other contracting requirements of the PCC remain applicable.

- 26.** Can a public agency claim to be exempt from following all of the requirements in Public Contract Code by claiming it only has to follow the language and procedures within the Act?

No. The Act is part of the Public Contract Code; therefore, if the Act is silent on a particular matter, then the Public Contract Code applies on that matter.

- 27.** If public agencies are not following the advertising requirements in the Act, will the Commission address those agencies? Can a complaint be brought to the Commission?

Yes. Recent legislative changes have expanded the Commission's authority to enforce provisions of the Act. The Commission may review complaints filed by interested parties when evidence is provided that:

- The participating agency performed work after rejecting all bids, claiming it could do the work less expensively (Section 22042(a)).
- The work performed exceeded the force account limits (Section 22042(b)).
- The work was improperly classified as maintenance (Section 22042(c)).
- A public agency did not comply with the informal bidding procedures set forth at Section 22034 (Section 22042.5).

- 28.** Section 20112 specifically requires school districts to advertise twice for a two-week period, while Section 22037 requires advertising once, 14 days in advance of the date of opening of bids. How do participating school districts reconcile this conflict?

When the Act is in conflict with any other section in the Public Contract Code, the Act shall supersede. The Act requires advertising once, 14 days in advance of the date of opening of bids. Districts participating in the Act may choose to maximize their outreach by advertising twice.

- 29.** May a public agency contract separately for like work at the same site at the same time using the under \$60,000 Force Account method?

No. Section 22033 states:

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

Separating "like work" would be permitted only if the total of all the "like work" is less than \$60,000. If the work is more than \$60,000, it must be advertised and bid according to the provisions of the Act (i.e. bid informally if the total amount is less than \$200,000; bid formally if the total amount exceeds \$200,000).

- 30.** May a public agency bid out two separate projects that occur at the same time and site, but are different types of work?

Yes. There is no violation if the work is competitively bid. If an agency wishes to use the negotiated or informal bidding processes, it must apply the appropriate limits to each of the projects. Each project must be separate in scope. Projects may not be separated by trade to avoid bidding. If the total of all jobs is greater than \$60,000 then the informal or formal bid limits apply.



- 31.** Can an agency separately bid out for the materials and supplies on a project to avoid contractor markup and then bid out for the installation labor or perform installation with its own forces?

An agency may separately procure the materials and supplies for a project; however, all costs (materials, supplies, labor) of a project must be included in the project cost estimate to determine whether the project falls within the force account, informal bid, or formal bid thresholds.

In addition, if installation is performed by force account, an overhead rate must be applied to all direct costs of the project and included in the cost estimate. For example, if materials/supplies cost \$50,000 to procure separately and the estimated labor cost to install is \$25,000, the project could not be performed with force account, but would fall within the informal bid threshold because the total cost estimate is \$75,000.

- 32.** Must a value be assigned to the volunteer labor when the California Conservation Corps or another volunteer organization provides labor on a public project?

No. Volunteer labor from volunteer organizations does not need to be included as a cost of a public project for bid limit purposes as long as no costs are associated with the volunteer labor.

- 33.** By opting into the Act, does a public agency automatically bring all of its component divisions or departments into the Act?

Yes. When a public agency elects to become subject to the uniform construction cost accounting procedures, the entire legal entity is considered subject to the Act and no divisions or departments are exempt.

- 34.** When a public agency opts into the Act, does it automatically bring all districts under control of its governing Board into the Act?

No. Special Districts, which are governed by a board of supervisors or city council, are subject only if a separate election is made for each special district.

- 35.** PCC 22034 requires that participating agencies adopt an Informal Bidding Ordinance. What do schools and special districts that cannot adopt Ordinances do to comply?

Agencies that do not have the ability to adopt Ordinances should discuss Section 22034 compliance with their legal counsel.

- 36.** Are change orders allowed by the Act, and if so what is allowable? What if a change order goes over one of the allowed thresholds?

The Act does not address change orders. Please consult with your agency's legal counsel regarding any limitation on change orders that may apply to your agency.

- 37.** Is there any training related to the Act? If so, where can I find a list of where the training is offered?

SCO has information regarding the Act on the SCO/CUCCAC website, including the current Cost Accounting and Procedures Manual. Often, commissioners are willing to provide training, answer questions, and/or give a presentation in order to assist agencies in getting the full benefits of participating in the Act.

- 38.** The Act states that public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order. However, the Department of Industrial Relations (DIR) states any project over \$1,000 has to pay prevailing wages. How do the Act and DIR guidance work together?

The Act and DIR are completely separate and govern different aspects of public projects. The Act focuses on bidding related to public projects and DIR deals with wages paid by contractors on public projects. However, they may relate in that if prevailing wages are not paid on a public project, that could potentially impact the total cost of a project which would require a different bidding process utilized under the Act.

Additional inquiries and questions may be directed by email to [LocalGovPolicy@sco.ca.gov](mailto:LocalGovPolicy@sco.ca.gov), or by regular mail to:

State Controller's Office  
Local Government Programs and Services Division  
Local Government Policy Section  
P.O. Box 942850  
Sacramento, CA 94250

# ORDINANCE NO. 2023-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 3-36 (INFORMAL BIDDING – PUBLIC PROJECTS) TO TITLE 3 (REVENUE AND FINANCE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES IN ACCORDANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY FIND AND DETERMINE AS FOLLOWS:

WHEREAS, Chapter 3-08 (Purchasing) of Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code does not apply to public projects; and

WHEREAS, the Local Agency Public Construction Act (California Public Contract Code sections 20100 to 20929) sets forth regulations, policies, and procedures for the solicitation and award of contracts for public projects; and

WHEREAS, the Local Agency Public Construction Act requires any public project valued at more than \$5,000 to be contracted for and let to the lowest responsible bidder utilizing a formal process including a publication of a notice inviting bids and the award of contract by the City Council; and

WHEREAS, the Uniform Public Construction Cost Accounting Act (California Public Contract Code section 22000 to 22045); however, provides an alternative procurement method for certain public projects, which public entities may elect to become subject to; and

WHEREAS, on April 28, 1992, the City Council previously adopted Resolution 92-04-28-6 electing to become subject to the Uniform Public Construction Cost Accounting Act, but did not adopt the required informal bidding ordinance governing the selection of contractors to perform public projects pursuant to the Uniform Public Construction Cost Accounting Act; and

WHEREAS, the City now desires to adopt an informal bidding ordinance governing the selection of contractors to perform public projects pursuant to the Uniform Public Construction Cost Accounting Act pursuant to Section 22034 of the California Public Contract Code.

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

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

SECTION 2. Chapter 3-36 (Informal Bidding – Public Projects) is hereby added to Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code to read as follows:

### **Chapter 3-36**

#### **INFORMAL BIDDING – PUBLIC PROJECTS**

Sections:

- 3-36.010 Public project defined.
- 3-36.020 Contracting procedures, dollar amount limitations, and authority.
- 3-36.030 Contractors list.
- 3-36.040 Notice inviting informal bids.
- 3-36.050 Execution of change orders.
- 3-36.060 Emergencies.
- 3-36.070 Informal bids received in excess of \$200,000.

#### **3-36.010 Public project defined.**

A. For purposes of this chapter, the term “public project” shall have the same meaning as set forth in the Uniform Public Construction Cost Accounting Act ("Act") (Public Contract Code § 22000 et seq.), as may be amended from time to time, which is defined in relevant part as follows:

1. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; and,
2. Painting or repainting of any publicly owned, leased, or operated facility;

B. The term “public project” does not include maintenance work. "Maintenance work" includes all of the following:

1. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes;
2. Minor repainting;
3. Resurfacing of streets and highways at less than one inch; and,
4. Landscape, maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

### **3-36.020 Contracting procedures, dollar amount limitations, and authority.**

A. A public project of \$60,000 or less (or the current amount specified in Section 22032(a) of the Public Contract Code, if different) may be performed by the employees of the City by force account, by negotiated contract, or by purchase order.

B. A public project of \$200,000 or less (or the current amount specified in Section 22032(b) of the Public Contract Code, if different) may be let to contract by informal bidding procedures in accordance with Public Contract Code sections 22030 et seq. and as set forth in this chapter. A public project of more than \$200,000 (or the current amount specified in Section 22032(b) of the Public Contract Code if different) shall be let to contract by formal bidding procedure in accordance with Public Contract Code sections 20160 to 20174 and 22037 to 22039.

C. The City Manager is authorized to award and execute contracts for public projects of \$60,000 or less pursuant to the informal bidding procedures set forth in this chapter, provided there exists an unencumbered appropriation in the approved budget against which such procurement may be charged. City Council approval is required for the award and execution of all contracts for public projects pursuant to this chapter of more than \$60,000.

### **3-36.030 Contractors list.**

The City Manager or the City Manager's designee may develop and maintain a list of qualified contractors, identified according to categories of work in accordance with the minimum criteria determined by the California Uniform Construction Cost Accounting Commission ("Commission").

### **3-36.040 Notice inviting informal bids.**

A. Where a public project is subject to the informal bidding procedures of this chapter, a notice inviting informal bids shall be provided to contractors in accordance with either paragraph (1) and/or (2) below. If the City does not maintain a list of qualified contractors pursuant to Section 3-36.030, the notice inviting informal bids shall only be provided to contractors in accordance with paragraph (2) below.

1. A notice inviting informal bids may be mailed, faxed, or emailed not less than ten (10) calendar days before bids are due to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 3-36.030.
2. A notice inviting informal bids may be mailed, faxed, or emailed not less than ten (10) calendar days before bids are due to all appropriate construction trade journals as specified by the Commission. Additional contractors and/or construction trade journals may be notified at the discretion of the City Manager or the City Manager's designee.

B. The notice inviting informal bids shall: (1) describe the project in general terms; (2) explain how to obtain more detailed information about the proposed public project; and (3) state the time, date and location for the submission of bids.

C. If the product or service required to be performed is, at the discretion of the City Manager, determined to be proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors. (Public Contract Code Section 22034(a)(1)).

### **3-36.050 Execution of change orders.**

The City Manager shall have the authority to approve change orders to contracts for public projects awarded pursuant to the informal bidding procedures of this chapter in accordance Chapter 3-28 of the Laguna Hills Municipal Code.

### **3-36.060 Emergencies.**

A. In cases of emergency when repair or replacements are necessary, the City Council may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the City Council, by contractor, or by a combination of the two. (Public Contract Code Section 22035).

B. In case of an emergency, if notice for bids to let contracts will not be given, the City shall comply with Chapter 2.5, Part 3, Division 2 of the Public Contract Code (commencing with Section 22050), as may be amended from time to time.

### **3-36.070 Informal bids received in excess of \$200,000.**

If all informal bids received are in excess of \$200,000, the City Council may, by adoption of a resolution by a 4/5ths vote, award the contract, at \$212,500 or less (or the current amount specified in Section 22034(d) of the Public Contract Code, if different) to the lowest responsible bidder, if the City Council determines that the City's cost estimate was reasonable.

SECTION 3. This Ordinance shall take effect on \_\_\_\_\_, 2023, the 31<sup>st</sup> day following the adoption of this Ordinance by the City Council.

SECTION 4. Public Resources Code § 21065 defines "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Ordinance does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the Ordinance does not call for any change in the existing environmental conditions within the City. The proposed Ordinance merely provides informal bidding procedures under the Uniform

Public Construction Cost Accounting Act. Accordingly, the Ordinance is not a "project" subject to CEQA. (Public Resources Code § 21065; CEQA Guidelines §§ 15060(c)(3) and 15378(a).) Even if the Ordinance could be construed to be a project subject to CEQA, the proposed Ordinance is exempt because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (CEQA Guidelines § 15061(b)(3)). The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 5. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code and any City Council Resolutions or Ordinances, or portions thereof or in conflict therewith.

SECTION 6. In order to opt-in to the Uniform Public Construction Cost Accounting Act, upon adoption of this Ordinance, the City Clerk shall cause a certified copy of Resolution No. 92-04-28-6 and a certified copy of this Ordinance, along with a cover letter, to be filed with the Commission.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

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



PASSED, APPROVED, AND ADOPTED this X day of X 2023.

\_\_\_\_\_  
JANINE HEFT, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing Ordinance No. 2023-X was duly introduced and  
placed upon its first reading at a Regular Meeting of the City Council on the X day of X  
2023, and that thereafter, said Ordinance was duly adopted and passed at a Regular  
Meeting of the City Council held on the X day of X 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK



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

AFFIDAVIT OF POSTING  
AND PUBLICATION

JENNIFER LEE, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2023-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 3-36 (INFORMAL BIDDING – PUBLIC PROJECTS) TO TITLE 3 (REVENUE AND FINANCE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES IN ACCORDANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

on the X day of X 2023, and on the X day of X 2023, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, by the X day of X 2023, and the X day of X 2023, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall  
Laguna Hills Community Center  
La Paz Center

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK  
Laguna Hills, California



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 24, 2023

**TO:** Mayor and Council Members

**FROM:** Captain William Burk  
Chief of Police Services

**ISSUE:** Approval of Proposed Contract Services Agreement for School Crossing Guard Services with All City Management Services, Inc., for a Three-Year Term

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**RECOMMENDATION:** That the City Council: 1) Approve the proposed Contract Services Agreement with All City Management Services, Inc., to provide school crossing guard services. The proposed contract is for a three-year term from November 10, 2023, through June 30, 2026, for a total not-to-exceed maximum contract amount of \$457,152. The total not-to-exceed maximum contract amount is an aggregate of the following anticipated annual amounts: \$138,845 for Year 1 (2023/2024); \$147,096 for Year 2 (2024/2025); \$156,211 for Year 3 (2025/2026); and an additional \$5,000 per year (\$15,000) to cover unanticipated costs; and 2) Authorize the Mayor to execute the proposed Contract Services Agreement for school crossing guard services with All City Management Services, Inc.

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#### **BACKGROUND:**

The City of Laguna Hills requires the services of a qualified contractor equipped and trained in appropriate procedures for crossing pedestrians in designated marked crosswalks in school crossing areas throughout the City. There are currently six (6) school crossing guard locations identified within the City of Laguna Hills servicing three elementary schools. All City Management Services, Inc., (ACMS) is a full-service crossing guard contractor that has successfully provided specially trained crossing guard services to the City since 1994. ACMS is a California based corporation founded in 1985, providing crossing guard services for over 37 years, and currently serves over 310 cities, counties, and school districts with 8,500 employed crossing guards. They are the only

## Award of Contract for Crossing Guard Services

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company that exclusively provides School Crossing Guard Services. ACMS performance standards and training procedures have been integrated into the model for California Safe Routes to School Crossing Guard Guidelines. ACMS manages all crossing guard program functions including screening, recruitment, staffing, training, equipment, payroll, and supervision. ACMS assigns area supervisors who are responsible for overseeing the day-to-day operations of the program; ACMS maintains alternate guards to ensure adequate response and immediate replacement for any crossing guard absent from service for any reason; and ACMS establishes communications with each school to ensure proper scheduling. ACMS has recently developed a Crossing Guard “App” that is geofenced, which only allows guards to clock in once they are actually on site. This “App” will allow ACMS to quickly determine where staffing efforts are needed and will improve the billing and invoicing efficiencies. ACMS has continued to consistently provide both exceptional quality and reliable services to the City and has been responsive to the needs of the City and the schools that are served. The City’s current contact services agreement for crossing guard services expires on November 9, 2023.

### **AUTHORITY:**

Pursuant to Laguna Hills Municipal Code (LHMC) Section 3-08.090, the procurement of nonprofessional services with an estimated value greater than \$50,000 are required to be made by competitive formal bidding procedures. Such contracts are required to be awarded by the City Council to the lowest responsive, responsible bidder consistent with the City’s established best qualified vendor selection criteria set forth in LHMC Section 3-08.100 (*See*, LHMC Section 3-08.090(A)–(H)). In determining the best qualified vendor consideration is to be given to price, quality, and performance of nonprofessional services to be provided by the vendor; and the City’s established criteria for determining the best qualified vendor includes, but is not limited to the following considerations:

- A. The cost and quality of the nonprofessional services;
- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the nonprofessional services requested;
- C. The ability of the vendor to provide the nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;

## Award of Contract for Crossing Guard Services

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- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor
- F. The quality of vendor's performance history and record on previous purchases or contract with the city;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and lawful orders, rules, and regulations promulgated thereunder.

On August 23, 2023, Staff issued a formal competitive Notice Inviting Bids (NIB) for Crossing Guard Services (NIB No. PS-23-001). The NIB invited qualified and experienced companies to submit bids to provide Crossing Guard Services for three (3) Public (K-8) Schools in the City of Laguna Hills, for a proposed contract term of three (3) years, with a projected commencement date of November 10, 2023.

Three bidders responded to the City's NIB: 1) Citiguard, Inc.; 2) All City Management Services, Inc.; and 3) Alltech Industries, Inc. The proposed hourly rates that were provided by the bidders in their proposals are summarized below:

1) Citiguard, Inc.

Proposed Hourly Rates: YEAR 1-3 = \$32.00 per hour, per guard

2) ACMS

Proposed Hourly Rates: YEAR 1 (2023/2024) = \$32.14 per hour, per guard

YEAR 2 (2024/2025) = \$34.05 per hour, per guard

YEAR 3 (2025/2026) = \$36.16 per hour, per guard

3) Alltech Industries, Inc.

Proposed Hourly Rates: YEAR 1-3 = \$40.89 per hour, per guard

In addition to the hourly rates provided by each bidder, ACMS' fee schedule included not to exceed annual amounts of \$138,835 for FY2023/2024, \$147,096 for FY2024/2025, and \$156,211 for FY2025/2026.

The annual hours required to meet the crossing guard staffing needs of the three elementary schools in Laguna Hills can vary from a typical 4,320 (6 crossing guards for 4 hours per day; 2 AM hours and 2 PM hours) to 7,560 (6 crossing guards for 6 hours per

## Award of Contract for Crossing Guard Services

October 24, 2023

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day; 2AM hours, 2 MID hours and 2 PM hours). Factors that have influenced the number of staffing hours needed in recent years have been summer school needs and the prior Covid-19 pandemic hybrid schedule.

To determine the lowest bid price, Staff applied the per hour, per guard proposed billing rates provided by each bidder to the City's typical crossing guard service levels, which includes six (6) crossing guards for four (4) billable hours per day for 180 school days per year for a total of 4,320 hours per year or a total of 12,960 hours over the proposed three-year contract term.

When reviewing the bids received, Staff determined that although Citiguard, Inc. proposed a lower flat hourly rate of \$32.00 over the three years (\$.014 lower in Year 1; \$2.05 lower in Year 2; \$4.16 in Year 3), the difference of \$27,432 over the three-year contract term does not outweigh the proposed not to exceed annual amounts provided by ACMS combined with their proven demonstrated ability to perform the services requested, the fact of the vendor's focus being solely on crossing guards (versus a combination of security guards and crossing guards) and the vendor's past exceptional performance history. ACMS has been providing school crossing guard services for the City of Laguna Hills for the past 29 years and has demonstrated a nearly perfect track record. ACMS has performed well as this service provider for the City. They have demonstrated the ability to staff all locations and quickly respond and address any concerns that arise. ACMS has an established history of providing continuous uninterrupted quality service to the schools in Laguna Hills. They are responsive to changes in staffing and task orders and quick to resolve any crossing guard issues or concerns. ACMS has demonstrated a lengthy performance history for successfully fulfilling the contract with the City.

City staff has determined ACMS to be the most responsive, responsible and the most qualified bidder based on the City's established best qualified vendor selection criteria set forth in LHMC Section 3-08.100(A)-(H). Therefore, Staff recommends awarding a new three-year contract for school crossing guard services to ACMS.

The proposed contract services agreement with ACMS will provide school crossing guard services at 6 locations throughout the City. The City will be billed for 4 hours each day at all 6 locations. The number of billable hours may fluctuate due to changes in the number of school days during the next three years; the number of crossing guard locations designated by the City; and the number of schools in the City that may host summer school. For the purposes of this bid, an estimate of 180 school days per year was used to calculate the total three-year contract cost, although that number is

## Award of Contract for Crossing Guard Services

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ultimately set by the school district. The proposed annual contract amount for the next three years is based on approximately 4,320 billable hours per year plus an additional \$5,000 per year to cover any changes in school schedules, locations, or other unanticipated costs. The end result is a proposal to provide 12,960 billable hours of service for a total not-to-exceed maximum contract amount of \$457,152.

### **FISCAL IMPACT:**

The proposed contract is based on six (6) guards per day for four (4) billable hours per day for 180 school days for an estimated 4,320 hours for a typical year, including summer school. The anticipated contract cost for Year 1 (2023/2024) is \$138,845 at a billing rate of \$32.14 per hour/guard; Year 2 (2024/2025) is \$147,096 at a billing rate of \$34.05 per hour/guard; and Year 3 (2025/2026) is \$156,211 at a billing rate of \$36.16 per hour/guard. There is an increase in each year's amount due to new increased minimum wage requirements for all employees. The proposed contract is for a three-year term from November 10, 2023, through June 30, 2026, for a total not-to-exceed amount of \$457,152.00, which incorporates an additional \$5,000 per year (\$15,000) to cover unanticipated contingency costs. The fiscal year 2023/2024 adopted budget has an appropriation of \$161,986 for Crossing Guard Services to afford this contract.

### **ATTACHMENTS:**

- Proposed Contract Services Agreement with All City Management Services, Inc.

## CONTRACT SERVICES AGREEMENT

All City Management Services, Inc.  
(Crossing Guard Services)

THIS AGREEMENT FOR CROSSING GUARD SERVICES (hereinafter “Agreement”) is made and entered into, to be effective this 10<sup>th</sup> day of November 2023, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as “City”) and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter referred to as “Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

### RECITALS

A. City has determined that there is a need to retain the services of a qualified contractor equipped and specially trained in appropriate procedures for crossing pedestrians in crosswalks for general pedestrian safety within designated marked crosswalks in the City, including but not limited to designated school crosswalk areas (the “Project”).

B. In response to City's formal competitive Notice Inviting Bids and Specifications for Crossing Guard Services (NIB No. PS-23-001), dated August 23, 2023, Contractor has submitted to City a written proposal, dated September 27, 2023, to provide for crossing guard services to City for the Project, pursuant to the terms of this Agreement.

C. Contractor represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, or specialized equipment able to perform the work or services contracted for herein.

D. City desires to retain Contractor to provide such crossing guard services for the Project.

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

### AGREEMENT

#### 1. SERVICES OF CONTRACTOR

**1.1 Scope of Services and Standard of Performance.** In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform the crossing guard services for the Project as set forth in Contractor’s Proposal, dated September 27, 2023, and as set forth in City’s Notice Inviting Bids and Specifications for Crossing Guard Services (NIB No. PS-23-001), which are attached hereto as Exhibits “A” and “B,” respectively, and are

incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees, subconsultants, subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Work or Services shall be completed to the reasonable satisfaction of the City.

**1.2 Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Consultant’s signed, original Proposal, dated September 27, 2023, (“Consultant’s Proposal”) and submitted to City; (3) the City’s Notice Inviting Bids and Specifications for Crossing Guard Services, dated August 23, 2023, which shall all be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal and the City’s Notice Inviting Bids, which are each attached hereto as Exhibits “A” and “B” respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant’s Proposal, and the City’s Notice Inviting Bids shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the City’s Notice Inviting Bids (Exhibit “B”); and (3<sup>rd</sup>) the provisions of the Consultant’s Proposal (Exhibit “A”).

**1.3 Compliance with Law.** Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements and Labor Code laws. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements and applicable labor laws, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

**1.4 Licenses, Permits, Fees, and Assessments.** Prior to performing any Services or Work hereunder Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and



Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

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

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

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

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

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

## **2. COMPENSATION**

**2.1 Maximum Contract Amount.** For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City for the services performed in accordance with the hourly rates and charges as established and set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit “A” and is incorporated herein by reference, but not exceeding the total maximum contract amount of Four Hundred Fifty Seven Thousand One Hundred Fifty Two Dollars (\$457,152.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit “A”. The total not-to-exceed Maximum Contract Amount is an aggregate of the following not-to-exceed annual compensation amount limits: \$138,845 for Year 1 (2023/2024); \$147,096 for Year 2 (2024/2025); \$156,211 for Year 3 (2025/2026); and an additional \$5,000 per year (\$15,000) during the Term of this Agreement to cover unanticipated contingency costs. The maximum amount of City’s payment obligation under this Agreement is the amount specified in this section.

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

**2.3 Changes in Scope.**

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

B. Notwithstanding the foregoing, the City shall have the right, at its sole discretion, to determine the hours and locations where and when such Services and Work shall be performed by Contractor. Toward this end, the Contract Officer is hereby authorized to modify, adjust, increase, decrease or delete from, or otherwise revise, the work schedule/crossing guard locations established and set forth in Contractor’s Proposal, attached hereto as Exhibit “A” at any time during the term of this Agreement due to scheduling needs, priorities, budget considerations, and any applicable public health orders and/or guidelines, state or locally declared emergencies, and/or other circumstances. The Contract Officer shall promptly notify Contractor in writing of such changes or modifications to the work schedule/crossing guard

locations. Such changes or modifications to the work schedule/crossing guard locations shall not be considered a change in the Scope of Services and shall not require a written amendment to this Agreement, provided such changes or modifications do not exceed the Maximum Contract Amount.

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

### **3. SCHEDULE OF PERFORMANCE**

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

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

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

**3.4 Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of thirty-three (33) months, commencing on November 10, 2023 and ending on June 30, 2026, unless extended by mutual written agreement of the Parties.

### **4. COORDINATION OF WORK**

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

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

**4.3 Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor.

**4.4 Independent Contractor.**

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge,

supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees as required by law in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

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

#### **4.5 PERS Eligibility Indemnification.**

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

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

### **5. INSURANCE**



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

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

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

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

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

**5.3 Acceptability of Insurers.** Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

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

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

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

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

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

**5.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent

as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

**5.6 Primary and Non-Contributing Insurance.** All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

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

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

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



**5.11 Insurance for Subconsultants.** Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

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

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

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

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

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

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

Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

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

## 6. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected and appointed officials, officers, directors, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Contractor, its agents, employees, or subcontractors. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole or active negligence or willful misconduct. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder.

## 7. **REPORTS AND RECORDS**

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

**7.2 Reports.** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

**7.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of

the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

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

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

## **8. ENFORCEMENT OF AGREEMENT**

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

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

**8.3 Termination.** City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. In

addition, Contractor reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

**8.4 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

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

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

## **9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

**9.2 Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Contractor represents and warrants that

it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

**9.3 Covenant Against Discrimination.** In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **10. MISCELLANEOUS PROVISIONS**

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

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

To Contractor: All City Management Services, Inc.  
 Attention: Baron Farwell, President/General Manager  
 10440 Pioneer Boulevard, Suite 5  
 Sante Fe Springs, California 90670  
 Telephone: (800) 540-9290  
 Fax: (310) 202-8325

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

**10.3 Severability.** Whenever possible, each provision of this Agreement shall be

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

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

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

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

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

**10.8 Criminal Background Checks.** All persons directly providing services to minors as a part of the Agreement are requested to voluntarily submit to and pass a criminal background investigation by providing a complete set of fingerprints to the City at least thirty (30) calendar days prior to providing any services related to the Agreement. Said criminal background investigation shall be conducted pursuant to City policy and practice. Any person who has not completed said criminal background investigation or who has been identified by City as being ineligible to perform services shall not provide services related to the Agreement. Any person with a record of a conviction (or guilty plea) of a felony or a misdemeanor involving a violent or sexual crime, including those crimes set forth in Penal Code section 11105.3, shall not perform any services or work related to the Agreement. All persons undergoing a criminal background investigation under this section shall submit for said investigation on an annual basis throughout the term of the Agreement.

[SIGNATURES ON NEXT PAGE]



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

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

\_\_\_\_\_  
 JANINE HEFT,  
 Mayor

ATTEST:

\_\_\_\_\_  
 (SEAL)

JENNIFER LEE,  
 City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
 GREGORY E. SIMONIAN,  
 City Attorney

**“CONTRACTOR”**  
**All City Management Services, Inc., a**  
 California corporation

By:   
 BARON FARWELL,  
 President/General Manager

By:   
 DEMTRA FARWELL,  
 Secretary

**EXHIBIT “A”****CONTRACTOR’S PROPOSAL****DATED: SEPTEMBER 27, 2023****AND****DESCRIPTION OF SCOPE OF SERVICES/WORK****Inclusive of Contractor’s Cover Letter,****and****Scope of Services/ Approach and Method**

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**SCOPE OF SERVICES FOR PROJECT****INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ HOURLY FEES**



## Tab 1 – Cover Letter



## ALL CITY MANAGEMENT SERVICES

September 21, 2023

Jennifer Lee, City Clerk  
City of Laguna Hills  
NIB Crossing Guard Services PS-23-001  
24035 El Toro Road, Laguna Hills, CA 92653

Dear City Clerk:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to continue to serve the City of Laguna Hills Crossing Guard Program. We are proud to have served the community of Laguna Hills for the past eleven (14) years and we look forward to the opportunity to serve the City of Laguna Hills once again.

We have received the Notice Inviting Bids and have reviewed the Proposal Documents, General Specifications and Sample Services Agreement Contract. We agree with the terms and conditions set forth with exceptions to Appendix D – Sample Contract Services Agreement; Item #6 Indemnification. Please see our Exceptions page included in our response for additional details.

Our goal is simple, to continue to relieve the City of Laguna Hills of the day-to-day responsibilities of managing a School Crossing Guard Program. As your service provider, we will continue to assume complete responsibility for the day-to-day operations of the Laguna Hills Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program. We will continue to maintain local supervision, alternate guards, a paging system and a 24-hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guard services as a result of our singular focus to this industry, as well as the development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of continuing to provide Crossing Guard services for the City of Laguna Hills. If you have any questions, please feel free to contact me at 800 540-9290

Sincerely,

  
Demetra Farwell  
Corporate Secretary  
demetra@thecrossingguardcompany.com



## Tab 6 – Approach and Method

## Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and National Operations Manager work together (with input from City of Laguna Hills) to establish specific program objectives and expectations. These Senior Managers then work directly with your Project Manager and Area Supervisor to implement the management plan.

The Project Manager, along with your local Area Supervisor, has responsibility for the direct management of the Crossing Guards and together they will continue to ensure City of Laguna Hills operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Project Manager. In addition to verbal training and counseling, these managers are supported by the use of **Field Training Check Lists, Field Training Cards, Site Performance Evaluations** and independent Field Observations. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City of Laguna Hills representative.

Department of Justice background checks will be completed on all potential employees as allowed by California state law and Pursuant to Education Code 45125.1. Successful completion of the background check and Social Security verification via E-Verify is required prior to the employee being hired.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management.

ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with City of Laguna Hills established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
- Conduct which requires registration under the California Health and Safety Code.

- Any offense involving the use of force or violence upon another person.
- Any offense involving theft, fraud, dishonesty, or deceit.
- Any offense involving the manufacture, sales, possession, or use of a controlled substance.
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Laguna Hills Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to the City within two (2) hours to advise them of the nature of the complaint. ACMS shall furnish a written report within five (5) business days after the date of the incident, which includes the course of action/remedy/resolution of said complaint.

Communications with individual school sites is facilitated by the Area Supervisors. Personal visits are made regularly (once per month) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

## Recruitment and Staffing

ACMS Managers will continue to assess the **staffing** needs of the City of Laguna Hills on an ongoing basis. We will focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **the recruitment** of new Crossing Guards. As a part of our Staffing strategy, we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards.
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of ensuring the safety of children with our presence. As such, we cannot allow the children's safety to be compromised by failing to call or no show for duty.

**Supervisor Teams** – City of Laguna Hills would benefit from our presence in nearby cities such as: Aliso Viejo, Newport Beach, Costa Mesa, Laguna Beach, Lake Forest, Rancho Santa Margarita, Cypress, Garden Grove, Huntington Beach, Fountain Valley, and Santa Ana, among others. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other, if needed. This has resulted in alternates guards getting more hours as they are “shared” with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.



## Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 38 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero-tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***“Employee Handbook for School Crossing Guards”*** and are shown the professionally produced training DVD, “Crossing Guard Safety.” The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employees’ progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory, and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employees’ readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

### **Added Benefit - Unspecified Value**

All City Management Services, Inc. (ACMS) has developed a Crossing Guard “App” that is geo-fenced, which only allows guards to clock in once they are actually on site. This “App” will indicate when a crossing guard is on site and more importantly, allows ACMS to quickly identify when a guard is not on site.

This “App” will allow ACMS to not only quickly determine where staffing efforts are needed but also will improve our billing and invoicing accuracy. Our billing/invoicing is tied to our payroll and by having a more efficient process for timekeeping, this should eliminate potential billing inaccuracies.

There is no additional cost to have this incorporated into the City of Laguna Hills program and if awarded, we expect to roll this out for the 2023/2024 school year.



## Tab 7 – Fee Schedule



## ALL CITY MANAGEMENT SERVICES

### Proposed Hourly Rate Year 1 (2023/2024)

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Laguna Hills, CA** Crossing Guard Program.

**Proposed Hourly Rate:** Thirty-two Dollars and Fourteen Cents (**\$32.14**) per hour, per guard. This pricing is based upon 6 crossing guards compensated an average of 4.0 hours per day, for 180 school days annually. Local field supervision and substitute guards 0061re also included in the rate, as are all other costs except as noted below. Based 4,320 hours, we project a **Not to Exceed price of \$138,845.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Laguna Hills** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

### ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: [www.thecrossingguardcompany.com](http://www.thecrossingguardcompany.com)

24 Hour Emergency Dispatch: 877.363.2267

General Manager: Brian Brooks:

[brianb@thecrossingguardcompany.com](mailto:brianb@thecrossingguardcompany.com)

Marketing Manager: David Mecusker:

[david@thecrossingguardcompany.com](mailto:david@thecrossingguardcompany.com)

Contract Administrator: Claudia Than:

[cthan@thecrossingguardcompany.com](mailto:cthan@thecrossingguardcompany.com)

Comptroller: John Varner

[jvarner@thecrossingguardcompany.com](mailto:jvarner@thecrossingguardcompany.com)

This pricing is valid for a period of 90 days.

## Tab 10 – Certificate of Proposal

Appendix A  
NON-COLLUSION AFFIDVAIT

The undersigned declares, states and certifies that:

1. This Bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Bid is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham Bid and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham Bid or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price or to fix any overhead, profit or cost element of the Bid price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. All statements contained in the Bid and related documents are true.
6. I have not directly or indirectly submitted the Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham Bid.
7. I have not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this Bid.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 24th day of August, 2023, at Santa Fe Springs, California.

Signature of Authorized Representative



Name of Authorized Representative Demetra Farwell

Title of Authorized Representative Corporate Secretary

## Appendix B

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE  
REQUIREMENTS FOR  
AGREEMENT FOR CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified. Insurance Requirements of the sample Agreement for Professional Services (Appendix D) and accepts all conditions and requirements as contained therein.

Consultant: All City Management Services, Inc.

Name (Please Print or Type)

By:



Demetra Farwell, Corporate Secretary

Consultant's Signature & Title

Date:

8/24/23

## Appendix C

## CERTIFICATION OF BID TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its Bid and agrees to be bound by the terms and conditions of this Notice Inviting Bids Bid (NIB) Bid for Citywide School Crossing Guard Services. By signing the Certification of Bid (Appendix C) and submitting a Bid to the City in response to this Notice Inviting Bids, the Proposer hereby represents and certifies that:

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this Bid or any work connected with this Bid. Should any agreement be approved in connection with this Notice Inviting Bids, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its Bid and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all Bids and to waive any informality or irregularity in any Bid received by the City.
- 5) The Bid response includes all of the Bid response requirements listed in the Notice Inviting Bids, dated August 23, 2023.
- 6) The Bid shall be valid for 120 days from September 27, 2023.

Name of Proposer:

By:  (Authorized Signature)

Name: Demetra Farwell

Title: Secretary

Date: 8/24/23

**EXHIBIT "B"****CITY OF LAGUNA HILLS****NOTICE INVITING BIDS AND SPECIFICATIONS****FOR****SCHOOL CROSSING GUARD SERVICES**

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**(NIB NO. PS-23-001)****DATED: AUGUST 23, 2023**



**CITY OF LAGUNA HILLS  
CALIFORNIA**

**NOTICE INVITING BIDS  
AND SPECIFICATIONS FOR  
CROSSING GUARD SERVICES**  
PS-23-001

PREPARED BY

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

Issued: AUGUST 23, 2023

Bid Opening: SEPTEMBER 27, 2023



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**CITY OF LAGUNA HILLS  
NOTICE INVITING SEALED BIDS FOR  
CITYWIDE SCHOOL CROSSING GUARD SERVICES**

NOTICE IS HEREBY GIVEN that the City of Laguna Hills is inviting qualified and experienced companies to submit bids for Crossing Guard Services for a proposed term of three (3) years commencing November 10, 2023. Police Services staff will administer the proposed Contract Services Agreement.

To be considered responsive, qualified Bidders must submit a written bid in accordance with the requirements, specifications, conditions, and provisions as described and set forth herein. The successful Bidder will satisfy all of the objectives and work requirements specified in the Scope of Work. This procurement will be let by the formal procedures set forth in Laguna Hills Municipal Code ("LHMC") Section 3-08.090 - Competitive formal bidding procedures for non-professional services. The contract will be awarded by the City Council to the lowest responsible bidder consistent with the best vendor selection criteria set forth in LHMC Section 3-08.100.

**BIDS ARE DUE BEFORE: 9:00 A.M. ON SEPTEMBER 27, 2023**

The City Council is not obligated to award a contract and reserves the right to reject all bids. If City Council determines to award a contract, it is not obligated to make the award to the lowest bidder. Other factors will be considered by the City Council, such as performance under other contracts, qualifications of personnel, financial condition, and such other evidence as might convince City Council that a particular bidder would provide the most effective, economic and reliable service to the City.

The City will evaluate the information submitted. The evaluation will consider but not be limited to the following criteria:

1. Approach
2. Method.
3. Experience.
4. References.
5. Agreement to all terms of the Contract Agreement.
6. Fee.

The City of Laguna Hills reserves the right to accept or reject any or all bids and to waive any defects or irregularities in the bids.

Dated this 23<sup>rd</sup> day of August 2023.

City of Laguna Hills, California

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

Published: Saddleback Valley News

## CITY OF LAGUNA HILLS

## INTRODUCTION AND INSTRUCTIONS TO BIDDERS

**1. INTRODUCTION**

The City of Laguna Hills (City) invites qualified companies to submit written bids for Crossing Guard Services for a proposed contract term of three (3) years commencing November 10, 2023. The purpose of this Notice Inviting Bids is to obtain a qualified, experienced, and responsive company to provide Crossing Guard Services to the City of Laguna Hills for fiscal years 2023/24 through 2025/26. Should an award of contract be made, the selected Bidder will enter into a contract services agreement with the City of Laguna Hills to provide Crossing Guard Services for Public Elementary (K-6) Schools in the City of Laguna Hills.

**2. PROPOSED TIME SCHEDULE**

|                                                  |                    |
|--------------------------------------------------|--------------------|
| Notice Inviting Bids Posting/Publishing/Mailing: | August 23 2023     |
| Written Question Deadline:                       | September 20, 2023 |
| Submittal Deadline:                              | September 27, 2023 |
| Tentative City Council Award:                    | October 10, 2023   |
| Expected Contract Start Date                     | November 10, 2023  |

**3. INSTRUCTIONS TO BIDDERS AND PROCEDURES FOR SUBMITTAL**

One printed original (marked original), three printed copies (marked copy) of the bid and one (1) electronic copy on Flash Drive (will not be returned) must be submitted in a sealed envelope or box bearing the name of the Bidder, marked "Bid for Citywide School Crossing Guard Services" and submitted only to the following address:

**City of Laguna Hills  
Attn: City Clerk (Bid for Citywide School Crossing Guard Services)  
24035 El Toro Road  
Laguna Hills CA 92653**

**By 9:00 a.m. on Wednesday, September 27, 2023**

Bidders are solely responsible for ensuring their submitted bid is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephonic Bids or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of bids shall be made at the office specified in this Notice inviting Bids. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All bids shall become the property of the City.

Late bids will not be accepted and will be returned to the bidder unopened.

#### 4. GENERAL CONDITIONS

ADDITIONAL INFORMATION. RIGHT TO REQUEST. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Bids must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Bidder shall provide a current power of attorney certifying the agent's authority to bind the Bidder. If an individual makes the Bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Bid, it shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

COMPETITIVE FORMAL BIDDING PROCEDURES. Except as otherwise provided in the LHMC, for purchases of goods and supplies, equipment, and nonprofessional services that have an estimated value greater than \$50,000, such procurements shall be let by the formal procedures set forth in this section. (LHMC Sec. 3-08.090)

- A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.
- B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.
- C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting city department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

- D. **Rejection of Bids.** The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the notice inviting bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.
- E. **Tie Bids.** If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.
- F. **Award of Contracts.** Contracts or purchase orders shall be awarded by the City Council to the lowest bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.
- G. **No Bids Received.** If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.
- H. **Performance Bonds.** The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the City. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.
- I. **Defects, Irregularities, and Informalities.** The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the City.

**AWARD OF CONTRACT.** Best qualified vendor selection criteria: In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. (Sec. 3-08.100)

Criteria for determining the best qualified vendor shall include but not be limited to the following:

- A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;
- B. The ability, capacity, and skill of the vendor to perform and to provide the goods and supplies, equipment, materials or nonprofessional services requested;

- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the City;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder.

COMPLIANCE WITH LAWS. All Bids shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

CONFLICT OF INTEREST. By signing the Certification of Bid (**Appendix C**), the proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this bid or any work connected with this bid. Should any agreement be approved in connection with this Notice Inviting Bids, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

COSTS. The City is not liable for any costs incurred by Bidders before entering into a formal contract. Costs of developing the Bids, or any other such expenses incurred by the Bidder in responding to this **NIB**, are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF BIDS. If there is reason to believe that collusion exists among the Bidders, the City may refuse to consider Bids from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate Bids are called for. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which a Bidder is interested. If there is reason to believe that collusion exists among the Bidders, the City may refuse to consider Bids from participants in such collusion. Bidders shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided as **Appendix A**.



DOCUMENTS, EXAMINATION OF. It is the responsibility of the Bidder to carefully and thoroughly examine and be familiar with the Bid documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Bidder shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Bidder to examine documents shall in no way relieve him from any obligations with respect to the solicitation or and subsequent contract that may be awarded. The submission of a Bid shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with the Bid requirements. The failure or neglect of a Bidder to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the Bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF BID DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this Notice Inviting Bids. If any person is in doubt as to the true meaning of any part of the specifications or other documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this Notice Inviting Bids by any person are unauthorized and invalid. Modifications to the Notice, including, but not limited to the scope of work, can be made only by written addendum issued by the City.

**Questions** and/or requests for interpretations shall be made in writing and delivered to:

**Captain William Burk, Chief of Police Services**  
**City of Laguna Hills**  
**24035 El Toro Road Laguna Hills, CA 92653**  
**or via email at [chiefofpolice@lagunahillscagov](mailto:chiefofpolice@lagunahillscagov)**

no later than Wednesday, September 20, 2023 by 5:00 p.m.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Bid documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Bid documents. All such addenda shall become a part of the Bid document. It is the responsibility of each Bidder to ensure the City has their correct business name and address on file. Any prospective Bidder who obtained a set of Bid documents is responsible for advising the City that they have a set of Bid documents and wish to receive subsequent Addenda.

IRREGULARITIES. Unauthorized conditions, limitations, or provisions attached to a Bid may cause its rejection. The completed bid shall be without interlineations, alterations or erasures. Alternative Bids will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification or withdrawal will be considered.

NO OBLIGATION. The release of this Notice Inviting Bids does not obligate or compel the City to enter into a contract or agreement.

NON-DISCRIMINATION. Bidder represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, material status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Bidder will be expected to enter into a non-exclusive agreement and the City reserves the right to enter into agreements with other firms for services.

OFFERS OF MORE THAN ONE PRICE. Bidders are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the Bid process shall become the property of the City upon submission.

PART OF AGREEMENT. Should an agreement be awarded, this Notice Inviting Bids and Scope of Services and all conditions may become part of the agreement between the City of Laguna Hills and the successful Bidder.

PROPOSAL. REJECTION OF. The City reserves the right to reject any or all Bids or any part of a bid. The City reserves the right to reject bid of any Bidder who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. All Bids and documents submitted in response to this NIB shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Bids should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All information contained within the Bids will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requester. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

REPRESENTATIONS. Bidder understands and acknowledges that the representations made in their submitted bid are material and important, and will be relied on by the City in evaluation of the bid. Bidder misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

SEVERABILITY. If any provisions or portion of any provision, of this Notice Inviting Bids are held invalid, illegal or unenforceable, they shall be severed from the Notice Inviting Bids and the remaining provisions shall be valid and enforceable.



SUBCONTRACTORS. Subcontractors shall not be used to perform the scope of services.

VALIDITY. Bid must be valid for a period of 120 days from the due date and may be extended by written authorization from the Bidder.

WITHDRAWAL OF PROPOSAL. Bidders' authorized representative may withdraw Bids only by written request received by the Project Manager before the submittal deadline.

CITY OF LAGUNA HILLS  
PROPOSAL DOCUMENTS

One printed original (marked original), three printed copies (marked copy) of the bid and one (1) electronic copy on Flash Drive (will not be returned) must be submitted in a sealed envelope or box bearing the name of the Bidder, marked "Bid for Citywide School Crossing Guard Services" to:

**City of Laguna Hills**  
**Attn: City Clerk (Bid for Citywide School Crossing Guard Services)**  
**24035 El Toro Road**  
**Laguna Hills CA 92653**

**By 9:00 a.m. on Wednesday, September 27, 2023**

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the Bids as the Original. If no document can be identified as an original bearing original signatures, Bid may be rejected at the discretion of the City.

It is imperative that all Bidders responding to the Notice Inviting Bids comply exactly and completely with the instructions set forth herein. Bids must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Bids should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the instructions, responding to the requirements, and on providing a complete and clear description of the offer.

All Bids shall be submitted on standard 8.5" by 11" paper, three-hole punched and secured in binder clips. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

**A. Cover Letter**

Bid must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned bid is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of qualifications.

**B. Company Data**

Please submit the following information:

1. Official name and address.
2. Name, address, phone number & email address of the Bidder's primary contact.
3. Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers and fax numbers of each of your firm's locations.

6. A detailed statement indicating whether Bidder is totally or partially owned by another business organization or individual.
7. Number of years Bidder has been in business under the present business name.
8. Number of years of experience the Bidder has had in providing required, equivalent, or related services.
9. All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:

| Year started and completed | Type of Contract    |
|----------------------------|---------------------|
| Contracting Agency/Client  | Project Description |
| Developer of project       | Project Manager     |

10. Any failures or refusals to complete a contract and explanation.
11. Individuals/Firms who own an interest of 10% or greater in the bidding firm.
12. Financial interests in other lines of business.

### C. Resumes and Qualifications of Personnel

The Bidder will furnish resumes of key personnel who have had experience in supervising school crossing guards and other employees who will be associated with the service. Also, provide resumes of the key personnel involved with this service.

For the project manager, include information for three recent services. The substitution or addition of individuals shall be allowed only with prior written approval of the City.

#### Resume Format:

Name  
Position  
Education

Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties.

#### Summary of Experience:

In chronological order, most recent date first, Bidders shall submit a work history listing of other public entities for which the Bidder has performed similar work, including names, mailing addresses, email addresses and telephone numbers. Existing services will be subject to inspection by the City.

### D. Organizational Chart

Bidder shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Notice Inviting Bids.

It is the City's preference to have key personnel identified in the Organizational Chart to remain during the term of the agreement. The Bidder shall note concurrence on the

restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel during the term of the agreement.

## **E. References**

Bidder must provide three (3) references for whom Bidder has provided similar services performed in California of the nature and scope as set forth in the NIB within the last five (5) years. Include name of City or agency, name of contact person, telephone number of contact person, and description of services provided.

## **F. Approach and Method**

Discuss methods and procedures that will be used. Include task and staffing breakdown.

Provide a list of all equipment to be used by the crossing guards. (The City requires that the Contractor furnishes safety-reflectorized vests, stop signs, whistles, rain gear and identification badges).

Describe the method the company uses to verify and record each crossing guard's daily on-time attendance per shift per location.

Provide a description for resolution in the event of a missing or late crossing guard. (A copy of the attendance log may be requested by the City intermittently).

Describe the method the company uses to document and resolve complaints against crossing guards. (Complaints are to be shared with the Chief of Police Services)

## **G. Fee Schedule**

Propose an hourly rate based on the current school site locations (Attachment 1). The bell schedules for the current school site locations are listed in Attachment 2.

Please note that the actual number of days of service could vary and that services may or may not be needed for the summer school program. The Contractor shall honor its hourly rate, regardless of the actual service hours required. Payment shall be made for "guard hours" only, and the hourly rate shall constitute full compensation for the services provided, including, but not limited to, equipment, supervision, office overhead, etc.

## **H. Training Manual**

Bidder is required to submit a copy of their proposed training manual.

## **I. Certificate of Insurance**

Bidder demonstrates the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Draft Contract Services Agreement (attached as **Appendix D**) prior to execution of the contract.

## **J. Certification of Proposal**

Bidder is required to sign and submit the Certification of Bid in **Appendix C**.

## CITY OF LAGUNA HILLS

## SPECIFICATIONS

City Information: The City of Laguna Hills (City) invites qualified firms to submit Bids for Crossing Guard Services for a period of three (3) years commencing November 10, 2023. Should an award be made, the successful Bidder will enter into a contract services agreement with the City of Laguna Hills to provide crossing guard services.

Laguna Hills is located in southern Orange County approximately 15 miles from Santa Ana and 45 miles south of Los Angeles. Laguna Hills incorporated on December 20, 1991, as the 31st city in Orange County and has a current population of 31,3744 (2020 Census). The City is a general law city and operates under the council-manager form of government.

Laguna Hills is a contract city. The City Manager is hired by the City Council and oversees all day to day operations. The City has six (6) Departments:

*General Government Department:* Consists of the legislative, executive, and administrative oversight of all City operations. All expenditures and activities related to the City Council, City Manager, City Attorney, City Clerk, and Administrative Services are included in this Department. The Department is also responsible for the City's economic development efforts.

*Community Development Department:* Provides planning, code enforcement, building and safety, and receptionist functions for the City and is organized into two divisions: Planning and Building and Safety.

*Community Services Department:* Provides recreation classes, special events, excursions, camps, athletic programs, and disability services for the community.

*Public Safety Department:* Police Services, Animal Control, and Emergency Management functions. Police services are provided through a contract with the Orange County Sheriff's Department. Fire Protection services are provided by the Orange County Fire Authority. Animal Control services are provided through a contract with Mission Viejo Animal Control.

*Public Works Department:* Responsible for the design, construction, and maintenance of public facilities including public streets, traffic signals, storm drains, parks, and landscaping.

*Non-Departmental Department:* Encompasses functions that are essential to the operation of the City but do not fall within the jurisdiction of any single department or are expenditures of an organization-wide nature. Most notably, this includes the Information Technology (IT) function. The IT division is responsible for the support and management of the City's information services, including software applications and computer hardware, at the Civic Center and the Community Center and Sports Complex.

### A. Scope of Work

The City of Laguna Hills (City) is seeking the services of a qualified and highly motivated company to provide Crossing Guard services in the City for a three-year contract.

The company will provide fully trained Crossing Guards at up to six (6) or more designated locations throughout the City of Laguna Hills Monday through Friday, excluding days

when the schools are not in session. The total annual hours for Crossing Guard services being sought is estimated at 7,560 hours, with service decreasing or increasing contingent upon school schedules and City desires. The successful bidder will be able to fully manage Crossing Guard services within the City of Laguna Hills in coordination with the Orange County Sheriff's Department (OCSD) Laguna Hills Police Services.

Bidder shall propose a staffing plan, including hours worked, for each location identified. The City shall ultimately determine the locations and when and where the Crossing Guards shall be furnished by the Contractor. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.

## **B. City's Right to Changes in Service**

The City will reserve the right, at its sole discretion, to determine the hours and locations where and when such services and work shall be performed by Contractor. Toward this end, the City will be authorized to modify, adjust, increase, decrease or delete from, or otherwise revise, the work schedule/crossing guard locations established and set forth in Contractor's Proposal at any time during the term of the Agreement due to scheduling needs, priorities, budget considerations, and/or other circumstances. The City will promptly notify Contractor in writing of such changes or modifications to the work schedule/crossing guard locations. Such changes or modifications to the work schedule/crossing guard locations will not be considered a change in the Scope of Services and will not require a written amendment to the Agreement, provided such changes or modifications do not exceed the Maximum Contract Amount set forth in the Agreement.

The Contractor shall manage Crossing Guard personnel to see that the Crossing Guard activities are taking place at the required places and times, and in accordance with all items of the agreement.

The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.

The Contractor shall provide personnel proper training for the performance of Crossing Guards duties. In the performance of their duties, the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of the Agreement and the laws and codes of the State of California, and shall maintain familiarity with laws and codes regarding general pedestrian safety and school crossing areas.

The Contractor shall furnish all uniforms and equipment for Crossing Guards assigned to work in the City of Laguna Hills. Uniforms shall be properly fitting with no rips or tears, and must be clean and present a neat appearance. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. Apparel must be appropriate for the weather conditions (i.e. rain gear). The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary, including whistle and raingear. Reflective vest must be worn at all times and be readily visible, making the personnel easily recognized as Crossing Guards; vests must comply with all applicable Federal, State, and City laws and regulations. The Contractor shall be responsible for making sure uniforms are complete, clean, in good repair and worn by all contract employees while on duty.

Crossing Guards involve a high degree of public contact. Discourtesy, rudeness, use of profanity, or physical contact by the Contractor's employees are unacceptable. Such unacceptable behavior may result in the immediate removal of the offending contract employee from performance of duties. Contractor must act in a diplomatic manner as they are the liaison between the community and the City of Laguna Hills Police Services.

### **C. Scope of Services**

All Crossing Guards are to be properly trained, fingerprinted, background checked, issued appropriate Crossing Guard equipment, and dressed in appropriate uniforms at Contractor's expense.

Bidder shall propose a staffing plan, including hours worked, for each location identified. All changes to the hours of work will be approved by the City. The City of Laguna Hills shall have the right to contract for additional Crossing Guard personnel at the same rates found in the Contractor's proposal. The City of Laguna Hills shall have the right to modify the levels of service prior to, and subsequent to, the execution of a contract.

The current designated locations in the City of Laguna Hills are as follows:

(See Attachment 1)

1. Alicia Parkway / Wilkes Place
2. Alicia Parkway / Wilkes Place
3. Earhart Road / Barents
4. Santa Vittoria Drive / Barbera
5. La Paz Road / Paseo de Valencia
6. La Paz Road / Paseo de Valencia

Personnel providing services shall be employees of the Contractor, fully trained, and a minimum of 21 years of age, and capable of performing assigned duties. Contractor's personnel shall not have been convicted of any crimes other than minor traffic violations. All Crossing Guard personnel assigned to the City of Laguna Hills must receive training on pedestrian and traffic safety.

The Contractor will be required to secure at its own expense, all personnel required to perform the services. All of the required services performed by the Contractor or under its supervision, and all personnel engaged in the work, shall be qualified to perform such services. Crossing Guards assigned to work under this contract must have at least one year of experience in similar work, be a person of mature judgment, and mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training.

In the event the Contractor must use substitute personnel, they shall be equal in ability, skill, and knowledge to the employees they are replacing. Substitute personnel will be billed to the City at same base Crossing Guard rate as regular employees. Poor performance will not be tolerated.

Contractor and assigned Crossing Guard personnel will be required to cooperate with the City at all times. Contractor will meet with the City of Laguna Hills quarterly to review the program.



## D. Personnel Selection

The Contractor shall be responsible for providing competent and trained personnel. Each employee:

- a. Shall be at least twenty-one years of age.
- b. Shall be physically and mentally capable of performing Crossing Guard services.
- c. Shall have the ability to give and follow oral and written instructions.
- d. Shall have the ability to establish and maintain effective working relationships with the public.
- e. Shall have the ability to remain calm and use good judgment and initiative in a confrontational or emergency situation.

### Training

Contractor shall meet any and all applicable State and local training or licensing standards. The Contractor shall provide training for all of its employees. Training shall be comprehensive and include information on, but not limited to, traffic control techniques, incident reporting procedures, conflict avoidance, conflict resolution, and mitigation techniques and legal responsibilities, and liabilities associated with providing Crossing Guard services. Additionally, the Contractor shall provide instruction on the proper and acceptable use of equipment (e.g. hand held stop sign), customer service and public relations. The Contractor shall provide the City a copy of its training manual for review by the City.

### Criminal Background Checks

All persons directly providing services to minors as a part of the Agreement are requested to voluntarily submit to and pass a criminal background investigation by providing a complete set of fingerprints to the City at least thirty (30) calendar days prior to providing any services related to the Agreement. Said criminal background investigation shall be conducted pursuant to City policy and practice. Any person who has not completed said criminal background investigation or who has been identified by City as being ineligible to perform services shall not provide services related to the Agreement. Any person with a record of a conviction (or guilty plea) of a felony or a misdemeanor involving a violent or sexual crime, including those crimes set forth in Penal Code section 11105.3, shall not perform any services or work related to the Agreement. All persons undergoing a criminal background investigation under this section shall submit for said investigation on an annual basis throughout the term of the Agreement.

## E. General Conditions

The City will not reimburse bidders for any costs incurred in the preparation and submittal of bids. Further, the request does not obligate the City of Laguna Hills to accept or contract for any expressed or implied services. The City reserves the right to:

- Request any firm/person submitting a bid to clarify its proposal during the selection phase;
- Negotiate the project schedule and reasonable costs with the selected vendor;



- Modify or alter any requirements herein;
- Identify additional tasks to be accomplished prior to establishing a formal contractual agreement, and
- Make no award.

#### **F. Bid Requirements**

Bids shall specify each item as set forth in this Notice Inviting Bids. Failure to comply with all requirements and conditions set forth by these specifications and Notice instructions will be the cause for the rejection of the bids(s). No exceptions or deviations from these specifications will be considered unless each exception or deviation is specifically identified with a detailed statement fully defining the exception(s). All exception(s) must be fully supported by detailed specification regarding the deviated item and shall accompany the proposal for evaluation by the City. If no exceptions are identified, the Bidder shall be required to furnish the service exactly as specified herein. The burden of proof of compliance with these specifications is the responsibility of the Bidder. Acceptance or rejection of the changes is the sole prerogative of the City.

#### **G. Bidder Must Make Thorough Investigation**

It is the bidder's responsibility to examine the location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Bidders shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of the site conditions, or misunderstanding of the specifications or contract provisions.

Appendix A  
NON-COLLUSION AFFIDVAIT

The undersigned declares, states and certifies that:

1. This Bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Bid is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham Bid and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham Bid or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price or to fix any overhead, profit or cost element of the Bid price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. All statements contained in the Bid and related documents are true.
6. I have not directly or indirectly submitted the Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham Bid.
7. I have not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this Bid.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_, California.

Signature of Authorized Representative \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

## Appendix B

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE  
REQUIREMENTS FOR  
AGREEMENT FOR CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified. Insurance Requirements of the sample Agreement for Professional Services (Appendix D) and accepts all conditions and requirements as contained therein.

Consultant: \_\_\_\_\_  
Name (Please Print or Type)

By: \_\_\_\_\_  
Consultant's Signature & Title

Date: \_\_\_\_\_

## Appendix C

## CERTIFICATION OF BID TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its Bid and agrees to be bound by the terms and conditions of this Notice Inviting Bids Bid (NIB) Bid for Citywide School Crossing Guard Services. By signing the Certification of Bid (Appendix C) and submitting a Bid to the City in response to this Notice Inviting Bids, the Proposer hereby represents and certifies that:

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this Bid or any work connected with this Bid. Should any agreement be approved in connection with this Notice Inviting Bids, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its Bid and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all Bids and to waive any informality or irregularity in any Bid received by the City.
- 5) The Bid response includes all of the Bid response requirements listed in the Notice Inviting Bids, dated August 23, 2023.
- 6) The Bid shall be valid for 120 days from September 27, 2023.

Name of Proposer:

By: \_\_\_\_\_ (Authorized Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix D

## SAMPLE CONTRACT SERVICES AGREEMENT

(Name of Company), Inc.

*Citywide School Crossing Guard Services**Fiscal Years 2023/2024 - 2025/2026*

THIS AGREEMENT FOR CITYWIDE SCHOOL CROSSING GUARD SERVICES (hereinafter "Agreement") is made and entered into, to be effective the 10<sup>th</sup> day of November 2023, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and (Name of Company), INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has determined that there is a need to retain the services of a qualified contractor equipped and specially trained in appropriate procedures for crossing pedestrians in crosswalks for general pedestrian safety within designated marked crosswalks in the City, including but not limited to designated school crosswalk areas (the "Project").

B. In response to City's formal competitive Notice Inviting Bids for Citywide School Crossing Guard Services (NIB No. PS-23-001 dated August 23 2023, Contractor has submitted to City a written proposal, dated \_\_\_\_\_, 2023, to provide for citywide school crossing guard services to City for the Project, pursuant to the terms of this Agreement.

C. Contractor represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, or specialized equipment able to perform the work or services contracted for herein.

D. City desires to retain Contractor to provide such crossing guard services for the Project.

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

**AGREEMENT****1. SERVICES OF CONTRACTOR**

1.1. **Scope of Services and Standard of Performance.** In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform the crossing guard services for the Project as set forth in Contractor's Proposal, dated \_\_\_\_\_, 2023, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter collectively referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it is skilled

in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees, subconsultants, subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Work or Services shall be completed to the reasonable satisfaction of the City.

1.2. **Contract Documents**. The Agreement between the Parties shall consist of the following: 1) this Agreement; 2) the Consultant's signed, original Proposal, dated \_\_\_\_\_, 2023, ("Consultant's Proposal") and submitted to City; and 3) the City's Notice Inviting Bids for Citywide School Crossing Guard Services, dated August 23, 2023, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal and the City's Notice Inviting Bids, which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's Notice Inviting Bids shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the City's Notice Inviting Bids (Exhibit "B"); and (3rd) the provisions of the Consultant's Proposal (Exhibit "A").

1.3. **Compliance with Law**. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents/and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

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

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

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

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

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

## **2. COMPENSATION**

2.1. **Maximum Contract Amount.** For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City for the services performed in accordance with the hourly rates and charges as established and set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_, (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. **Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the tenth (10<sup>th</sup>) working day of such month, Contractor shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the **invoice**. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments



to Contractor within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

### 2.3. **Changes in Scope.**

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

B. Notwithstanding the foregoing, the City shall have the right, at its sole discretion, to determine the hours and locations where and when such Services and Work shall be performed by Contractor. Toward this end, the Contract Officer is hereby authorized to modify, adjust, increase, decrease or delete from, or otherwise revise, the work schedule/crossing guard locations established and set forth in Contractor's Proposal, attached hereto as Exhibit "A," at any time during the term of this Agreement due to scheduling needs, priorities, budget considerations, the COVID-19 pandemic, any applicable public health orders, state or locally declared emergencies, and/or other circumstances. The Contract Officer shall promptly notify Contractor in writing of such changes or modifications to the work schedule/crossing guard locations. Such changes or modifications to the work schedule/crossing guard locations shall not be considered a change in the Scope of Services and shall not require a written amendment to this Agreement, provided such changes or modifications do not exceed the Maximum Contract Amount.

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

## 3. **SCHEDULE OF PERFORMANCE**

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

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

3.3. **Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics,



quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4. **Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of three (3) years, commencing on November 10, 2023 and ending on August 1, 2026, unless extended by mutual written agreement of the Parties.

#### 4. **COORDINATION OF WORK**

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

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

4.3. **Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor.

#### 4.4. **Independent Contractor.**

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

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

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

#### 4.5. **PERS Eligibility Indemnification.**

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or

any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

## 5. **INSURANCE**

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

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

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

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

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

5.3. **Acceptability of Insurers.** Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance

for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

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

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

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

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

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

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

5.6. **Primacy and Non-Contributing Insurance**. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7. **Waiver of Subrogation**. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials,



officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

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

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

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

5.11. **Insurance for Subconsultants**. Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

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

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

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

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

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

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

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

## 6. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder

## 7. **REPORTS AND RECORDS**

7.1. **Accounting Records**. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement.

Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2. **Reports**. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3. **Ownership of Documents**. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

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

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

## **8. ENFORCEMENT OF AGREEMENT**

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

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

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

8.4. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

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

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

## **9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

9.2. **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly,



interested in violation of any state statute or regulation. Contractor represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3. **Covenant Against Discrimination**. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 10. **MISCELLANEOUS PROVISIONS**

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

**To City:**

**To Contractor:**

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

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

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

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

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

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

10.8. **Criminal Background Checks.** All persons directly providing services to minors as a part of the Agreement are requested to voluntarily submit to and pass a criminal background investigation by providing a complete set of fingerprints to the City at least thirty (30) calendar days prior to providing any services related to the Agreement. Said criminal background investigation shall be conducted pursuant to City policy and practice. Any person who has not completed said criminal background investigation or who has been identified by City as being ineligible to perform services shall not provide services related to the Agreement. Any person with a record of a conviction (or guilty plea) of a felony or a misdemeanor involving a violent or sexual crime, including those crimes set forth in Penal Code section 11105.3, shall not perform any services or work related to the Agreement. All persons undergoing a criminal background investigation under this section shall submit for said investigation on an annual basis throughout the term of the Agreement.

[SIGNATURES ON NEXT PAGE]

#### **SIGNATURE REQUIREMENTS**

*For Contractors that are a corporation, two (2) Corporate Officers must sign and staff may request that a copy of their corporate, resolution confirming the names and titles of their authorized signatories be provided to the City in advance for review and approval, and the signature requirements are as follows:*

1) One signature by the **Chairman** of the Board, the President, or the Vice President,

-And-

2) One signature by the Corporate Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

*For Contractors that are not a corporation, signature requirements are as follows: the person who has authority to bind the business entity must sign*

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

**"CITY"**

**City of Laguna Hills,**

a California municipal corporation

\_\_\_\_\_  
JANINE HEFT,  
Mayor

ATTEST:

\_\_\_\_\_  
(SEAL)  
JENNIFER LEE,  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
GREGORY E. SIMONIAN,  
City Attorney

**"CONTRACTOR"**

**(Name of Company), Inc.,** a California  
corporation

\_\_\_\_\_  
(NAME)  
President

\_\_\_\_\_  
(NAME)  
Corporate Secretary

**EXHIBIT "A"****CONTRACTOR'S PROPOSAL****DATED: \_\_\_\_\_, 2023****AND****DESCRIPTION OF SCOPE OF SERVICES/WORK**

Inclusive of Contractor's Proposal Letter

and

Scope of Services

---

**SCOPE OF SERVICES FOR PROJECT****INCLUDING:****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ HOURLY FEES**

**EXHIBIT "B"**

**CITY OF LAGUNA HILLS**

**NOTICE INVITING BIDS  
FOR  
CITYWIDE SCHOOL CROSSING GUARD SERVICES**

**(NIB NO. PS-23-001)**

**DATED: AUGUST 23, 2023**

## Attachment 1

## SCHOOL SITE ADULT CROSSING GUARD LOCATIONS

| Site ID | Intersection/Location           | Crosswalk *    | Control ** | Elementary School Served |
|---------|---------------------------------|----------------|------------|--------------------------|
| 1       | Alicia Parkway / Wilkes Place   | NB, SB, EB, WB | TS         | Lomarena                 |
| 2       | Alicia Parkway / Wilkes Place   | NB, SB, EB, WB | TS         | Lomarena                 |
| 3       | Earhart Road / Barents Street   | EB             | UC         | Lomarena                 |
| 4       | Santa Vittoria Drive / Barbera  | EB             | CSS        | San Joaquin              |
| 5       | La Paz Road / Paseo de Valencia | NB, SB, EB, WB | TS         | Valencia                 |
| 6       | La Paz Road / Paseo de Valencia | NB, SB, EB, WB | TS         | Valencia                 |

*\*NB: northbound; SB: southbound; EB: eastbound; WB: westbound*

*\*\*CSS: cross-street stop; TS: traffic signal; UC: uncontrolled intersection*

Attachment 2  
SCHOOL SITE BELL SCHEDULES

LOMARENA ELEMENTARY SCHOOL  
25100 Earhart Road



| Regular Day Schedule                | Time     |
|-------------------------------------|----------|
| <b>Transitional Kindergarten AM</b> |          |
| Start                               | 8:00 AM  |
| Dismissal                           | 11:20 AM |
| <b>Transitional Kindergarten PM</b> |          |
| Start                               | 11:25 AM |
| Dismissal                           | 2:45 PM  |
| <b>Kindergarten, Grades 1 - 6</b>   |          |
| Start                               | 8:15 AM  |
| Dismissal                           | 2:30 PM  |
| Minimum Day Schedule                | Time     |
| <b>Kindergarten, Grades 1 - 6</b>   |          |
| Start                               | 8:15 AM  |
| Dismissal                           | 1:15 PM  |

CONTINUED ON NEXT PAGE



# SAN JOAQUIN ELEMENTARY SCHOOL

22182 Barbera



4.8.a



| Regular Day Schedule              | Time    |
|-----------------------------------|---------|
| <b>Kindergarten, Grades 1 - 6</b> |         |
| Start                             | 8:15 AM |
| Dismissal                         | 2:15 PM |
| Minimum Day Schedule              | Time    |
| <b>Kindergarten, Grades 1 - 6</b> |         |
| Start                             | 8:15 AM |
| Dismissal                         | 1:00 PM |

# VALENCIA ELEMENTARY SCHOOL

25661 Paseo de Valencia



| Regular Day Schedule              | Time    |
|-----------------------------------|---------|
| <b>Kindergarten, Grades 1 - 6</b> |         |
| Start                             | 8:30 AM |
| Dismissal                         | 2:30 PM |
| Minimum Day Schedule              | Time    |
| <b>Kindergarten, Grades 1 - 6</b> |         |
| Start                             | 8:30 AM |
| Dismissal                         | 1:25 PM |

## Attachment 3

# Saddleback Valley Unified School District

## School Year Calendar for 2023/2024

**2023**

|                    |              |                                           |                             |
|--------------------|--------------|-------------------------------------------|-----------------------------|
| July 4             | Tues         | Independence Day Holiday                  |                             |
| Aug 10             | Thurs        | District Staff Development Day            |                             |
| Aug 11             | Fri          | District Orientation Day                  |                             |
| <b>Aug 14</b>      | <b>Mon</b>   | <b>First Day of School</b>                |                             |
| Aug/Sept           | *            | Back to School Night,                     | Minimum Day                 |
|                    |              | <i>*Dates to be determined by Sites</i>   |                             |
| Sept 4             | Mon          | Labor Day Holiday                         |                             |
| Sept 21            | Thurs        | Intermediate Back to School Night         | Minimum Day                 |
| Sept 25            | Mon          | Fall Recess Day                           | Non-school day for students |
| Sept 28            | Thurs        | High School Back to School Night          | Minimum Day                 |
| Nov 1              | Wed          | District Staff Development Day            | Non-school day for students |
| Nov 27-30, Dec 1,4 | Mon-Fri, Mon | Elementary Parent Conference Days         | Minimum Day                 |
| Nov 10             | Fri          | Veterans' Day Holiday                     |                             |
| Nov 16-17          | Thurs-Fri    | Intermediate Trimester Exam               | Minimum Day                 |
| Nov 20-24          | Mon-Fri      | November Recess                           |                             |
| Dec 20-22          | Wed-Fri      | High School Exam Schedule (Not Silverado) | Minimum Day                 |
| Dec 25-29          | Mon-Fri      | Winter Recess                             |                             |
| Dec 29             | Fri          | CA Admissions Day Observation             |                             |

**2024**

|               |              |                                           |                             |
|---------------|--------------|-------------------------------------------|-----------------------------|
| Jan 1-5       | Mon-Fri      | Winter Recess                             |                             |
| Jan 15        | Mon          | Dr. Martin Luther King, Jr. Day Holiday   |                             |
| Jan 29        | Mon          | District Staff Development Day            | Non-school day for students |
| Feb 16 & 19   | Fri & Mon    | Presidents' Days                          |                             |
| Feb 29-Mar 1  | Thurs-Fri    | Intermediate Trimester Exam               | Minimum Day                 |
| Mar 4-8, 11   | Mon-Fri, M   | Elementary Parent Conference Days         | Minimum Day                 |
| March-May     | *            | Elementary and Secondary Showcases,       | Minimum Day                 |
|               |              | <i>*Dates to be determined by Sites</i>   |                             |
| Apr 1-5       | Mon-Fri      | Spring Recess                             |                             |
| May 27        | Mon          | Memorial Day Holiday                      |                             |
| May 28-29     | Tues-Wed     | Intermediate Exams                        | Minimum Day                 |
| May 28-30     | Tues-Thurs   | High School Exam Schedule (Not Silverado) | Minimum Day                 |
| May 30        | Thurs        | High School Graduation                    | Minimum Day                 |
| May 30        | Thurs        | Elementary Minimum Day                    | Minimum Day                 |
| <b>May 30</b> | <b>Thurs</b> | <b>Last Day of School</b>                 | Minimum Day                 |

**End of High School Quarter:** Q1, Fri, Oct 13; Q2, Fri, Dec 22; Q3, Fri, Mar 22; Q4, Thurs, May 30

**End of Trimester Elem:** Tri 1, Fri, Nov 17; Tri 2, Fri, Mar 1; Tri 3, Thurs, May 30

**End of Trimester Int/Silverado:** Tri 1, Fri, Nov 17; Tri 2, Fri, Mar 1; Tri 3, Thurs, May 30



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 24, 2023  
**TO:** Mayor and Council Members  
**FROM:** Larry Longenecker  
Community Development Director  
**ISSUE:** Fiscal Year 2022-2023 Development Impact Fees Annual Report

---

**RECOMMENDATION:** That the City Council approve the Fiscal Year 2022-2023 Development Impact Fees Annual Report pursuant to California Government Code Section 66006.

---

#### **SUMMARY:**

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

#### **BACKGROUND:**

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

Moreover, after a 15-day public review period, the City is required to review the Annual Report in a public meeting.

### Reporting Requirements

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

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

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

### Summary of Mitigation Fee Activity

A total of \$470,000 in Public Art Fees revenue was collected during FY22-23 for two

## FY2022-2023 Development Impact Fees Annual Report

October 24, 2023

Page 3

projects approved in the City's Urban Village Specific Plan area: \$350,000 for the Village at Laguna Hills and \$120,000 for Memorial Care's Women's Health Pavilion. Combined with previously collected Public Art Fees, and earned interest, the Public Art Fees fund had a peak balance of \$556,687.44 during FY22-23.

On June 27, 2023, the City Council approved an Agreement with sculptor Brittany Ryan, for a large-scale bronze sculpture memorial monument, for a total amount not to exceed \$150,000. The memorial monument project will be funded entirely with Public Art Fees funds. In FY22-23, a \$15,000 expenditure was made toward the memorial monument project, leaving a balance of \$541,687.44 in the Public Art Fee Fund at the end of FY22-23.

A total of \$2 million in Quimby Act Fees revenue was collected during FY22-23 for the Village at Laguna Hills project. No expenditures were incurred from the Quimby Act Fees fund. With earned interest, the balance of the Quimby Act Fee fund at the end of FY22-23 was \$2,053,640.48

The Traffic Mitigation Fees fund began and ended FY22-23 with a zero balance.

### Public Review

The Annual Report (attached as "Exhibit A") was made available for public review at the City Clerk's Office on October 9, 2023, satisfying the 15-day public review period as required by the Mitigation Fee Act. In addition, the Building Industry Association received an advance copy of the Annual Report on the same date.

### **ATTACHMENTS:**

- Fiscal Year 2022-2023 Development Impact Fees Annual Report

## FISCAL YEAR 2022-2023 DEVELOPMENT IMPACT FEES ANNUAL REPORT

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

### **Type of Mitigation Fee**

The City imposes three types of development impact fees:

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

### **Amount of Fee**

The amounts of the development impact fees are described below:

- *Public Art Fee:* The minimum amount for the public art component or in-lieu fee shall be required of all new development with a total project construction cost of \$250,000 or more pursuant to the following formula:
  - $TCC \times 0.005 = \text{Value of Public Art component or in-lieu fee}$ 
    - $TCC = \text{Total Construction Cost (permit valuation)}$
    - $0.005 = \text{Minimum value shall be 0.5\% of TCC}$
- *Traffic Mitigation Fee:* The fee shall be three thousand nine hundred fourteen dollars (\$3,914.00) per each new PM peak hour trip as determined by the City Engineer based upon an approved traffic study.

- **Quimby Act Fee:** The amount of land or in-lieu fee to be dedicated shall be determined pursuant to the following formula:
  - $A = 5(DU \times PPD) / 1,000$
  - $In-lieu\ fee = A \times FMV$ 
    - $A$  = Acres required to be dedicated as parkland
    - 5.0 = City's park acreage standard (for every 1,000 residents)
    - $DU$  = Dwelling Units (number of)
    - $FMV$  = Fair Market Value (for one acre of parkland)
    - $PPD$  = Persons Per Dwelling (as applicable for the subdivision and type of dwelling units constructed)

### **Summary of Mitigation Fee Activity**

A summary of each type of mitigation fee for fiscal year ending June 30, 2023, is described below in *Table 1*:

*Table 1: Summary of Mitigation Fee Activity for Fiscal Year Ending June 30, 2023*

|                        | Public Art Fees | Traffic Mitigation Fees | Quimby Act Fees |
|------------------------|-----------------|-------------------------|-----------------|
| REVENUES               |                 |                         |                 |
| Fees                   | \$ 470,000.00   | \$ -                    | \$ 2,000,000.00 |
| Interest               | \$ 14,507.86    | \$ -                    | \$ 53,640.48    |
| Misc. Revenue          | \$ -            | \$ -                    | \$ -            |
| Total Revenue          | \$ 484,507.86   | \$ -                    | \$ 2,053,640.48 |
| EXPENDITURES           | \$ 15,000.00    | \$ -                    | \$ -            |
| TRANSFERS IN/OUT       | \$ -            | \$ -                    | \$ -            |
| CHANGE IN FUND BALANCE | \$ 469,507.86   | \$ -                    | \$ 2,053,640.48 |
| BEGINNING FUND BALANCE | \$ 72,179.58    | \$ -                    | \$ -            |
| ENDING FUND BALANCE    | \$ 541,687.44   | \$ -                    | \$ 2,053,640.48 |

The ending balances were arrived at by adding the fees collected and interest earned to each account, and then subtracting the expenditures. The Public Art Fees fund collected \$470,000.00 in new fees and \$14,507.86 in interest earnings, with an expenditure of \$15,000.00, for a total ending balance of \$541,687.44. The Traffic Mitigation Fees fund had no activity during the fiscal

year ending June 30, 2023, and has zero beginning and ending balances. The Quimby Act Fees fund collected \$2,000,000 in new fees and \$53,640.48 in interest earnings, with no expenditures, for a total ending balance of \$2,053,640.48.

### **Expenditures**

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

One expenditure from the Public Art Fees fund, in the amount of \$15,000.00, was incurred during FY 2022-23. The expenditure was incurred as part of an Agreement between the City and sculptor Brittany Ryan, approved by the Laguna Hills City Council in June 2023, for design and fabrication of a large-scale bronze sculpture memorial monument. The monument will recognize the United States Marines of the 3<sup>rd</sup> Battalion, 5<sup>th</sup> Marines (3/5 Battalion) and recognize our Nation's Armed Forces. The sculpture project will be displayed outdoors in the plaza area at the Laguna Hills Civic Center, within the City's Urban Village Specific Plan area, where all three projects that contributed Public Art Fees are located.

The approved Agreement includes design, sculpting, molding and casting, and installation, for a total cost not to exceed \$150,000. The entire \$150,000 cost of the sculpture memorial project will be funded by the City's Public Art Fees fund, including the \$15,000 FY 2022-23 expenditure covering initiation of the design phase of the project, and the remaining \$135,000 for the sculpture project.

There were no expenditures in FY 2022-23 from either the Traffic Mitigation Fees fund or the Quimby Act Fees fund.

### **Construction Commencement Date for Incomplete Improvements**

As stipulated in the Agreement between the City and sculptor Brittany Ryan, the sculpture memorial monument project is anticipated to be completed not later than September 2025, 27 months from the date the Agreement was executed. Construction of the full-scale sculpture is anticipated to commence in January 2024, allowing over 1.5 years for construction.

### **Interfund Transfers and Loans**

No interfund transfers were made and no collected fees were loaned to another account in FY 2022-23.

### **Amount of Refunds**

No refunds of any of these funds were made or required in FY 2022-23.



**Fifth Year Findings**

Pursuant to Government Code Section 66001 (d) (1), Fifth year findings must be made with respect to that portion of the account or fund remaining unexpended after the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter. fifth year findings were made as part of the City's FY 2021-22 Annual Report, for Public Art Fee funds initially deposited during FY 2016-17. All funds deposited during FY 2016-17 are anticipated to be expended well prior to FY 2026-27, when fifth year findings would again be required.



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 24, 2023  
**TO:** Mayor and Council Members  
**FROM:** Matt Durham  
Management Analyst  
**ISSUE:** Purchase of Electric Cart with AB2766 Funds

---

**RECOMMENDATION:** That the City Council authorize the Finance Director to amend the budget in the AQMD AB2766 fund in the amount of \$15,500 to afford the purchase of a new electric cart.

---

#### **SUMMARY:**

The Community Services Department plans on purchasing a new electric cart (Columbia Four-Wheel Flatbed Burden Carrier) to replace an existing electric cart that is 20 years old and needs to be replaced. The electric cart is essential for Community Services staff to support our community events and day to day operations of recreation programs at the Community Center.

The proposed cart's specifications and quote are attached to this staff report for reference. The cost for this purchase is \$13,854 plus sales tax. Staff recommends the use of the City's AQMD AB2766 funds for the purchase of this cart which requires a budget amendment. Since this is an electric vehicle, and thereby will reduce greenhouse gas emissions, AQMD funds can be used for this purchase. This purchase is recommended because it provides the Community Services Department with an environmentally friendly solution for transporting supplies, equipment, and individuals during community events and day to day operations.

## Purchase of Electrical Vehicle

October 24, 2023

Page 2

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### **FISCAL IMPACT:**

The estimated cost of the vehicle is \$13,854. Upon execution of the sales agreement, additional items such as taxes and fees will be included. Therefore, a budget amendment of \$15,500 for use of AQMD funds is requested to complete this purchase. The AQMD AB2766 fund has approximately \$138,000 in cash available to cover this budgetary appropriation.

### **ATTACHMENTS:**

- Electric Cart Quote and Specifications

To: **City of Laguna Hills**  
 24035 El Toro Road  
 Laguna Hills, CA 92653  
 Attn: Tim Smyser

Date: September 25, 2023

We respectfully submit this quotation for the following New Columbia Payloader 2XL (1 each):

### Columbia Four-Wheel Flatbed Burden Carrier as follows:

**\*\*\*Ominia Cooperative Contract# EV2671 Pricing\*\*\***

#### Specifications:

- **Model:** Standard Duty 2XL
- **Capacity:** **2,400 lbs.**
- **Towing Capacity** **6,500lbs**
- **Load Deck:** 120.25" Overall Length, 65" Wheelbase,
- **Deck Bed:** **76"L x 45"W**
- **Power System:** 48 Volt DC with Separately Excited, 15.3 HP, NEMA Class H Temperature Rated Motor
- **Speed Control:** Programmable, solid state, 400-amp controller, regenerative and accelerator pedal proportional motor braking control system with top speed limiting, reduced speed reverse, diagnostic calibrator interface, dash mounted system status light, fully integrated sealed pedal accelerator device
- **Speed:** 14 MPH Maximum Forward, 5 MPH Reverse
- **Batteries:** Standard Capacity Lead Acid Battery Pack – 232amp hour, 122-minute, six volt, 8 each
- **Single Point Watering System for Batteries**
- **Charger:** Built-in Micro Processor Control, Fully Sealed, Anti Drive Away Interlock, 110-240 VAC
- **Drive System:** Direct drive, oil bath, helical gears, Drive Ratio-12:62 :1
- **Brakes:** Dual, Front Discs & rear hydraulic drum, hand operated parking brake
- **Frame & Body:** 12 Gauge Smooth Plate Steel Body with 10 Gauge Steel Support Sections
- **Color Available:** **Falcon Gray**
- **Seats:** Adjustable Bucket, Self-Skinned, Water-Resistant Black
- **Tires:** 5.70 x 8" Pneumatic, 8 Ply, Load Range D
- **Hour Meter**



*Photo may portray optional equipment not included in your quotation.*

**Standard Features:** Dash mounted key switch, forward & reverse selector, battery discharge indicator, horn, reverse warning alarm, dual recessed head, tail and brake lights, driver seat power interlock switch.

**Warranty** 1-year complete vehicle parts and labor, 2 years Prorated Batteries

**Investment** Price-Columbia Model BC2-2 as specified above plus tax: **\$ 13,853.92 each plus tax.**  
**(Includes Factory Freight, Prep, and Delivery)**  
**\*\*\*Pricing good till 10/25/23\*\*\***

**Finance and  
Maintenance**

Leasing Options Available upon request

**Terms and  
Conditions**

Payment: Net 10 days / Cash or Financed

**Delivery: 42-45 Weeks (could be shorter but won't know till order is submitted to factory)****\*\*\*\*\* Delivery lead times are estimates and are subject to change. No lead time estimate is determined until the order is processed and the machine is added to the production schedule. Global supplies and logistics delay issues is a known challenge and often outside our control. We do everything possible to expedite production and delivery of all orders. \*\*\***

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval

Performance and specifications stated are based on specific testing and operating conditions.

Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Some options and configurations may void UL.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal constitutes an order.

Cancellation will result in a restocking charge of 20% of the sale price.

Any additional costs associated with cancellation will be charged to the customer

Please contact your Toyota sales representative for additional information

Sincerely,  
Southwest Material Handling, Inc.**Accepted:**

Cash Price \$ \_\_\_\_\_

Financed Payment \$ \_\_\_\_\_ Per Month \_\_\_\_\_ Month

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Benjamin Rodriguez

Name: \_\_\_\_\_

Title: Product Specialist

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 24, 2023

**TO:** Chair and Agency Members

**FROM:** Jennifer Lee  
City Clerk

**ISSUE:** Site Development Permit/Master Sign Program (SDP/MSP) No. USE-0140-2023, a Request by Diana Nagel, Project Manager with Promotional Signs, on Behalf of Property Owner Milan Capital Management for Approval of a Master Sign Program for Laguna Hills Plaza Located at 24901 Alicia Parkway

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**RECOMMENDATION:** That the Planning Agency:

- 1) Resume the public hearing continued from September 26, 2023;
  - 2) Find and determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15311(a) (Class 11, Accessory Structures); and
  - 3) Adopt a Resolution entitled: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM (SDP/MSP) NO. USE-0140-2023, A REQUEST BY DIANA NAGEL, PROJECT MANAGER WITH PROMOTIONAL SIGNS ON BEHALF OF PROPERTY OWNER MILAN CAPITAL MANAGEMENT FOR APPROVAL OF A MASTER SIGN PROGRAM FOR LAGUNA HILLS PLAZA LOCATED AT 24901 ALICIA PARKWAY."
- 

**SUMMARY:**

Project Overview

The public hearing for this item was continued from the Planning Agency's meeting of September 26, 2023. Diana Nagel, Project Manager on behalf of property owner Milan

Site Development Permit/ Master Sign Program No. USE-0140-2023

October 24, 2023

Page 2

Capital Management (the “Applicant”) has filed an application for a Site Development Permit/ Master Sign Program (SDP/MSP No. USE-0140-2023) for a Master Sign Program for Laguna Hills Plaza located at 24901 Alicia Parkway. The proposed MSP (Attachment C) includes building signage for one anchor tenant, one major tenant, 19 in-line shop tenants, and one freestanding pad building. The MSP also includes three new monuments signs which will replace the Center’s three existing monument signs.

Certain deviations are requested from the standards set forth in Laguna Hills Municipal Code Chapter 9-42 (the “Sign Ordinance”), including the maximum total wall sign area allowed for a single business and maximum allowed height and sign area for monument signs. The Sign Ordinance limits total wall signage per business to a maximum of 150 square feet per business. The Applicant proposes exceeding this standard for the anchor tenant and major tenant signs. Additionally, the Sign Ordinance limits monument signs to a maximum height of 4 feet and maximum sign area of 40 square feet. The Applicant proposes to exceed both of these standards for the two proposed monument signs, with each sign proposed at 12 feet tall with 120 square feet of sign area.

The Project was presented to the Planning Agency at a public hearing on September 26, 2023. The staff report, including Project details and exhibits, are included in its entirety as Attachment A.

#### September 26, 2023 Planning Agency Public Hearing

The Project was presented to the Planning Agency at a public hearing on September 26, 2023 (Attachment A). As part of the presentation, staff informed the Planning Agency that the Applicant had requested deviations from development code in order to accommodate the proposed signs.

The Planning Agency expressed the importance of signage for the businesses within the shopping center and suggested to increase the signage along Alicia Parkway in order to allow more business names to be displayed. A motion was made to continue the public hearing to October 24, 2023, in order to give the applicant an opportunity to work with the Community Development Director to revise the proposed MSP and allow for additional signage.

#### **REVISED MSP:**

Since the September 26, 2023 meeting, the Applicant has revised the proposed MSP to address the recommendation made at the meeting. The proposed MSP (Attachment C) includes building signage for one anchor tenant, one major tenant, 19 in-line shop

tenants, and one freestanding pad building. The MSP also includes three new monument signs to replace the Center's three existing monument signs. In order to address the recommendations made by the Planning Agency, as stated above, the Applicant proposes to increase the height and sign area of the two monument signs along Alicia parkway. The monument sign along Hon Avenue will remain as originally proposed.

The proposed MSP that was presented to the Planning Agency on September 26, 2023, requested deviations from the Sign Ordinance including to exceed from the 4 foot maximum height and the 40 square feet maximum sign area for monument signs. Originally, the Applicant proposed to exceed both of these standards for the two proposed monument signs along Alicia Parkway, with each sign proposed at 12 feet tall with 120 square feet of sign area. However, in order to address the Planning Agency's recommendation to increase signage, the requested deviation has been increased.

When revising the MSP to increase the signage along Alicia Parkway, the Applicant looked for possible locations to place a third monument sign. A third sign could not be located near the Hon Avenue and Alicia Parkway intersection by the Chase Bank because this property is under separate ownership and is not part of the Center. The Applicant determined that the additional monument sign could not be placed above the retaining wall by the existing Carl's Jr. restaurant. Due to the downslope, the sign would be located 12 to 15 feet above the roadway and would not be easily seen by the drivers below. The final location a third monument sign could be located would be between the two monument signs that are proposed. However, it was determined that there would not be enough separation distance between all three signs and the third sign would have low visible recognition.

Therefore, the Applicant has determined that the best option would be to increase the height and sign area of the two proposed monument signs along Alicia Parkway. The Applicant now proposes the two monument signs at 15 feet tall and 150 square feet of sign area.

**CONCLUSION:**

Staff has reviewed and supports the revisions made by the Applicant to the proposed MSP. The proposed monument signs will replace existing monuments signs and be located outside of required sight-distance areas required by the Zoning Code. With the increased height and sign area of the two monument signs along Alicia Parkway, the proposed MSP and the requested the deviations from the Sign Ordinance maintain



Site Development Permit/ Master Sign Program No. USE-0140-2023

October 24, 2023

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compatibility with the building's architecture. The increase of height and sign area allowed for monument signs has addressed the Planning Agency's suggestion to add signage. The proposed signs comply with all other requirements of the Code, Community Commercial Zoning District, and General Plan. Therefore, Staff recommends approval of SDP/MSP No. USE-0140-2023.

**CEQA FINDINGS:**

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15311 (Class 11, Accessory Structures) of Title 14, Chapter 3 of the California Code of Regulations. The Class 11(a) exemption consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to on-premises signs.

**ATTACHMENTS:**

- Attachment A - September 26, 2023, Staff Report Including Attachments
- Attachment B - Proposed Resolution of Approval
- Attachment C - Proposed Master Sign Program



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** September 26, 2023

**TO:** Chair and Agency Members

**FROM:** Larry Longenecker  
Community Development Director

**ISSUE:** Site Development Permit/Master Sign Program (SDP/MSP) No. USE-0140-2023, a Request by Diana Nagel, Project Manager with Promotional Signs on Behalf of Property Owner Milan Capital Management for Approval of a Master Sign Program for Laguna Hills Plaza Located at 24901 Alicia Parkway

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#### **RECOMMENDATION: That the Planning Agency:**

- 1) Conduct a public hearing;
  - 2) Find and determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15311(a) (Class 11, Accessory Structures); and
  - 3) Adopt a Resolution entitled: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM (SDP/MSP) NO. USE-0140-2023, A REQUEST BY DIANA NAGEL, PROJECT MANAGER WITH PROMOTIONAL SIGNS ON BEHALF OF PROPERTY OWNER MILAN CAPITAL MANAGEMENT FOR APPROVAL OF A MASTER SIGN PROGRAM FOR LAGUNA HILLS PLAZA LOCATED AT 24901 ALICIA PARKWAY."
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#### **SUMMARY:**

Diana Nagel, Project Manager with Promotional Signs, on behalf of the property owner Milan Capital Management ("Applicant"), requests approval of a Master Sign Program (MSP, Attachment B) for Laguna Hills Plaza ("Center") located at 24901 Alicia Parkway

(“Project Site”). The proposed MSP includes building signage for one anchor tenant, one major tenant, 19 in-line shop tenants, and one freestanding pad building. The MSP also includes three new monument signs which will replace the Center’s three existing monument signs.

Deviations are requested from the standards set forth in Laguna Hills Municipal Code Chapter 9-42 (the “Sign Ordinance”), including the maximum total wall sign area allowed for a single business and maximum allowed height and sign area for monument signs. The Sign Ordinance limits total wall signage per business to a maximum of 150 square feet per business. The Applicant proposes exceeding this standard for the anchor tenant and major tenant signs. Additionally, the Sign Ordinance limits monument signs to a maximum height of 4 feet and maximum sign area of 40 square feet. The Applicant proposes to exceed both of these standards for the two proposed monument signs, with each sign proposed at 12 feet tall with 120 square feet of sign area.

The Planning Agency may grant deviations from the Sign Ordinance standards based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. As detailed herein, the proposed signs are high quality, creative, and are compatible with building’s architecture.

The proposed MSP is consistent with the General Plan’s goals and strategies. Furthermore, the proposed MSP complies with the City of Laguna Hills Development Code, subject to approval of the requested deviations. Therefore, Staff recommends approval of Site Development Permit/Master Sign Program (SDP/MSP) No. USE-0140-2023.

#### **AUTHORITY:**

Title 9 of the Laguna Hills Municipal Code (LHMC) contains the City of Laguna Hills Development Code (also commonly referred to as the “Zoning Code” or “Code”). The Code provides the requirements for signs and advertising devices in Chapter 9-42, including thresholds for when an MSP is required (LHMC 9-42.160(A)). The process the City must follow in reviewing MSPs is found in Chapter 9-42 and Chapter 9-92 of the Code. The Planning Agency has review authority over the proposed MSP through the City’s SDP/MSP process in accordance with Table 9-92.030 of the Code. The findings for an MSP are found in Sections 9-92.080 (G) and (H) of the Code. If a sign in a proposed MSP deviates from the standards contained in the Sign Standards Matrix located in Table 9-42.090, the Planning Agency may grant a deviation based on design quality, creativity, and compatibility of the signage with the building architecture and

surrounding land uses (LHMC 9-42.180). Moreover, the Project Site is located within the Neighborhood Mixed Use (NMU) zoning district. Staff has prepared findings demonstrating that the proposed MSP complies with the Zoning Code, NMU zoning district, and the General Plan as stated in the Proposed Resolution (Attachment “A”), and based on these findings recommends approval of the MSP.

**BACKGROUND:**

The Project Site was approved as a ‘commercial/retail’ center by the Orange County Planning Commission in the late-1970’s/early-1980’s (SP-79-5P). The Center is comprised of two anchor tenants (previously Big Lots and Dick’s Sporting Goods), a variety of in-line shops and restaurants, and two pad buildings (multi-tenant and a Carl’s Jr. drive-thru restaurant), with a combined total of 106,285 square feet of retail space divided between 24 tenant spaces.

In 2022, the City of Laguna Hills Planning Agency approved SDP/TPM/PUP No. USE-0105-2022, which was for the redevelopment of the existing Laguna Hills Plaza shopping center. This approval consisted of a subdivision of the site from two parcels to three, comprehensive building façade upgrade, a redesigned parking lot, renovated landscaping and a joint use parking permit to establish shared parking. Building permits have been issued and the project is currently under construction. In conjunction with this approval, the Applicant has submitted the proposed project for new signage that is compatible with the upgraded exterior façade.

**PROPOSAL & ANALYSIS:**

The Applicant requests approval of a Master Sign Program (MSP) for signage related to the Center. The City’s Sign Ordinance (LHMC Chapter 9-42) requires an MSP for any new or remodeled single enterprise which proposes any combination of signs upon the site equaling three or more signs.

The proposed MSP (Attachment B) includes building signage for one anchor tenant, one major tenant, 19 in-line shop tenants, and one freestanding pad building. The MSP also includes three new monument signs to replace the Center’s three existing monument signs. As part of the proposal, deviations are requested from the standards set forth in Sign Ordinance, including the maximum total wall sign area allowed for a single business and maximum allowed height and sign area for monument signs.

### Anchor Tenant Wall Signs

The Anchor Tenant (Sign Type A) is identified as the building located to the north west corner of the Center and is directly adjacent to Hon Avenue. The anchor tenant signs will be will for a single tenant. The proposed MSP (as shown on Page 5 of Attachment B), includes one internally-illuminated channel-letter primary sign with a logo along the eastern elevation (front, facing Alicia Parkway), one secondary internally illuminated channel letter sign along the eastern elevation (front, facing Alicia Parkway) and one secondary internally-illuminated channel letter sign along the northern elevation (side, facing Hon Avenue) of the building. The anchor tenant's primary sign will be located on upper left corner of the tenant frontage above the main entrance elevation. One secondary sign will be located on the upper right corner of the tenant frontage (east elevation) and the other secondary sign will be located on the side of the building (north elevation) towards the upper left corner. The proposed anchor tenant signs comply with the maximum allowed one square-foot of sign area for each lineal foot of tenant frontage. Additionally, the proposed wall signs will not exceed 50% of the facia height or 70% of the facia length.

### Major Tenant Wall Sign

The Major Tenant (Sign Type B) is identified as the building located to the west side of the Center, between the anchor tenant and shop tenants. The major tenant signs will be for a single tenant. The proposed MSP (as shown on Page 6 of Attachment B) includes one internally-illuminated channel-letter primary sign along the eastern elevation (front, facing Alicia Parkway) of the building. The major tenant's primary sign will be located in the middle of the tenant frontage above the main entrance. The proposed sign complies with the maximum allowed one square-foot of sign area per lineal foot of tenant frontage. Additionally, the proposed major tenant wall signs will not exceed 50% of the facia height or 70% of the facia length.

### Shop Tenant Wall Signs

The Shop Tenants (Sign Type C) are identified as the tenant spaces located in the south and southwest portions of the Center, and between the anchor tenant and major tenant facing Alicia Parkway. The proposed MSP (as shown on Pages 7 and 8 of Attachment B) includes one internally-illuminated channel-letter sign per in-line shop tenant, and two signs for the east corner tenant space. All the shop tenant signs comply with the maximum allowed one square-foot of sign area for each lineal foot of tenant frontage. Additionally, the proposed shop tenant signs shall not exceed 36 inches in letter height and 48 inches in logo height, and may not exceed 70% of the facia length. Proposed

shop tenant signs must maintain a 12-inch border along the top and bottom edges of the fascia, ensuring the sign is adequately framed within the sign background area.

### Multi-Pad Tenant Wall Signs

The Multi-Pad Tenant (Sign Type D) is identified as the building located to the eastern side of the Center, directly adjacent to Alicia Parkway. The Multi-Pad building may accommodate up to three tenants, with one sign per elevation proposed for each tenant. (See Page 9 of Attachment B.)

### Multi-Tenant Monument Signs

The proposed multi-tenant monument signs will replace the three existing monument signs: two signs along Alicia Parkway and one sign along Hon Avenue. The location of the monument signs will be the same as previously approved. As shown on page 10 of Attachment B, the three multi-tenant monument signs will be double-sided and each side will include the Center's name, address, and three tenants, and will be internally illuminated. The two monument signs along Alicia will each be 120 square feet, 12 feet tall and 10 feet wide and the monument sign along Hon Avenue will be 63 square feet, 6 feet 3 inches tall and 10 feet wide. (See Page 10 of Attachment B.)

### Requested Deviations from Sign Code

The Applicant proposes deviations from applicable Zoning Code standards (provided in Table 9-42.090), which the Planning Agency has authority to allow based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses (LHMC 9-42.180). The table below breaks down the requested deviations:

| Sign Type                   | Code Maximum Allowed                       | Proposed                                   | Deviations                                               |
|-----------------------------|--------------------------------------------|--------------------------------------------|----------------------------------------------------------|
| Anchor Tenant Wall Signs    | 150 s.f. max wall sign area per business   | Three wall signs totaling 325 s.f.         | Exceeds max by 175 s.f.                                  |
| Major Tenant Wall Signs     | 150 s.f. max wall sign area per business   | One wall sign totaling 158 s.f.            | Exceeds max by 8 s.f.                                    |
| Alicia Pkwy. Monument Signs | Max 4' tall and max 40 s.f. sign area each | 2 signs, each 12' tall, 120 s.f. sign area | Exceeds max by 8' in height and 80 sq.ft. sign area each |
| Hon Ave. Monument Sign      | Max 4' tall and max 40 s.f. sign area each | 1 sign, 6'-3" tall, 63 s.f. sign area      | Exceeds max by 8' in height and 80 sq.ft. sign area each |

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**CONCLUSION:**

Staff supports approval of the SDP/MSP for the proposed Master Sign Program, as conditioned, including the deviations from the Sign Ordinance's standards for maximum wall sign area per business and monument sign height and sign area.

The Zoning Code allows a maximum of 150 square feet of wall signage per business. The signage proposed for the anchor tenant totals 325 square-feet and the signage proposed for the major tenant totals 158 square-feet. The sign program complies with the Zoning Code required maximum of one square-foot of wall signage per lineal foot of building frontage.

The Code's objectives in limiting wall signage per business is to ensure that signs are designed and constructed proportionally with the wall area and building façade. The anchor tenant building comprises a front elevation of 300 lineal feet and a side elevation of 185 lineal feet. The major tenant building comprises a frontage of 158 lineal feet. Due to the large scale of the tenant frontage, the proposed signs that deviate from Sign Code maintain compatibility with the Center's architecture and are oriented to be proportional to the wall area and overall scale of the buildings.

The proposed monument signs will replace existing monuments signs and be located outside of required sight-distance areas required by the Zoning Code. The three existing monument signs are 12-feet tall, 9-feet 6-inches tall, and 6-feet 3-inches tall, respectively.

The proposed signs are designed with a modern appeal that complements the Center's architecture through the application of colors and materials compatible with building architecture. The proposed MSP complies with all other requirements of the Zoning Code, NMU Zoning District, and General Plan. Therefore, Staff recommends approval of Site Development Permit/Master Sign Program (SDP/MSP) No. USE-0140-2023.

**PUBLIC NOTICE:**

The public hearing notice for this project was advertised in an adjudicated newspaper of general circulation on September 14, 2023. A total of 93 public hearing notices were mailed, including all property owners within a 300-foot radius of the subject property. To date, no comments have been received by Staff.

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**CEQA FINDINGS:**

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15311 (Class 11, Accessory Structures) of Title 14, Chapter 3 of the California Code of Regulations. The Class 11(a) exemption consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to on-premises signs.

**ATTACHMENTS:**

- Attachment A- Proposed Resolution of Approval
- Attachment B- Proposed Master Sign Program



## RESOLUTION NO. PA2023-09-26-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM (SDP/MSP) NO. USE-0140-2023, A REQUEST BY DIANA NAGEL, PROJECT MANAGER WITH PROMOTIONAL SIGNS ON BEHALF OF PROPERTY OWNER, MILAN CAPITAL MANAGEMENT FOR APPROVAL OF A MASTER SIGN PROGRAM FOR LAGUNA HILLS PLAZA LOCATED AT 24901 ALICIA PARKWAY

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

WHEREAS, Diana Nagel, Project Manager with Promotional Signs on behalf of the Property Owner, Milan Capital Management, (the "Applicant") has filed an application for Site Development Permit/ Master Sign Program (SDP/MSP) No. USE-0140-2023 to establish a Master Sign Program for Laguna Hills Plaza located at 24901 Alicia Parkway ("Project Site"), in the Neighborhood Mixed Use (NMU) zoning district; and

WHEREAS, SDP/MSP NO. USE-0140-2023 is hereby found to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15311(a) (Class 11, Accessory Structures) of Title 14, Chapter 3 of the California Code of Regulations. The Class 11(a) exemption consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to on-premise signs; and

WHEREAS, the Planning Agency held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a duly noticed public hearing held on September 26, 2023.

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

SECTION 2. The Planning Agency hereby determines that the required findings by the City for approval of SDP/MSP No. USE-0140-2023 have been met and made as follows:

### Site Development Permit

1. The site design complies with standards of the Development Code.

*On April 12, 2022, the Planning Agency approved the redevelopment of the existing shopping center Laguna Hills Plaza and related site improvements on the Project Site (USE-0105-2022). The design of the site, as approved by the Planning Agency, complies with the Development Code, and will not be affected by the proposed Master Sign Program.*

2. The site is suitable for the proposed development.

*The proposed Master Sign Program is for the existing shopping center Laguna Hills Plaza which was in the Neighborhood Mixed Use (NMU) zoning district. The proposal is compatible with the recently approved redevelopment of the center. The site's approved layout appropriately accounts for the location and size of signage needed to serve approved redevelopment. Therefore, the subject site is suitable for the proposed project.*

3. The project is consistent with the General Plan and applicable design guidelines.

*The site is located within the Neighborhood Mixed Use (NMU) zoning district and has the General Plan land use designation of Neighborhood Mixed Use. The Master Sign Program is consistent with the standards found in LHMC Chapter 9-42, although the Applicant is requesting to deviate from, the Development Code's maximum total sign area allowed and monument sign size. This request is made pursuant to Section 9-42.180 of the Development Code, which allows Planning Agency consideration of sign standard deviations through approval of a Master Sign Program. In light of this provision, the proposed Master Sign Program is consistent with the General Plan and applicable design guidelines.*

4. The site design and structural components are appropriate for the site and function of the proposed uses.

*Building permits are required for all signage, with details on how each sign will be safely and securely attached to the building in accordance with the requirements of the California Building Code. Inspections will be conducted as part of the permitting process to ensure that each sign is attached in accordance with the approved plans and permits. Furthermore, the proposed Master Sign Program will enhance the approved site design by allowing tenants, within Laguna Hills Plaza, the opportunity to advertise their presence at the site and direct traffic safely in and around the site.*

### Master Sign Program

1. The design and application of the sign criteria required by the Development Code are satisfied by the proposed sign program:

*The proposed Master Sign Program complies with the Development Code, including the Applicant's request to deviate from the Development Code's for total maximum sign area per business and monument sign size. These requests are*

*made pursuant to Section 9-42.180 of the Development Code, which allows deviations approved by the Planning Agency based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. The proposed signs are designed with a modern appeal that compliments the building's architecture, all while contrasting in a unique, creative way through the application of attractive colors and materials compatible with building architecture. The scale of the signs is appropriate for, and in proportion with, the tenant frontages. Therefore, the proposed Master Sign Program's deviation from the Development Code is warranted and appropriate.*

2. The sign program provides a compatible and harmonious design between advertising, landscaping, and building design:

*The proposed Master Sign Program establishes a clear differentiation between the approved building exterior façade upgrades, while ensuring the signs will be proportionate to the building elevation they are installed on. Finally, the proposed Master Sign Program will allow for a variety of creative sign types that are unique to Laguna Hills Plaza. Therefore, the proposed Master Sign Program will provide a compatible and harmonious design between advertising and building design.*

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve SDP/MSP NO. USE-0140-2023 subject to the following conditions of approval:

#### General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: The Project Applicant, Milan Capital Management, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to Change Plan Major No. USE-0140-2023 approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.
3. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the Project, as modified by these Conditions of Approval, including but not limited to the following: application form (submitted March 31, 2023) and Sign Plans (dated September 5, 2023).
4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected

and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

5. Approval of this Permit constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
7. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
8. The conditions of Project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservation, or exactions imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.
9. Pursuant to City Council Resolution No. 2022-01-25-2-, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.

10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from September 26, 2023.

Planning Division

11. Except as provided by this Permit, all signs shall comply with Chapter 9-42 of the Laguna Hills Municipal Code and shall be maintained to prevent deterioration and disrepair.
12. All signs shall comply with the lighting requirements in Chapter 9-42.060 of the Laguna Hills Municipal Code.
13. Prior to final sign-off of building permits for any signs with exposed neon or LED, a final Planning inspection must be conducted to ensure installed signs adhere to approved plans and lighting requirements.

Building Division & Orange County Fire Authority

14. The Applicant shall be responsible for ensuring all applicable building permits are obtained from the City of Laguna Hills, as required by Section 103 of the 2022 California Building Code prior to commencement of any work for which a permit is required.

PASSED, APPROVED, AND ADOPTED this 26<sup>th</sup> day of September 2023.

\_\_\_\_\_  
JANINE HEFT, CHAIR

ATTEST:

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution  
No. PA2023-09-26-X adopted by the Planning Agency of the City of Laguna Hills,  
California, at a Regular Meeting thereof held on the 26<sup>th</sup> day of September 2023, by the  
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

JENNIFER LEE, CITY CLERK





# LAGUNA HILLS PLAZA

24901 Alicia Parkway | Laguna Hills, CA



## Comprehensive Sign Program

Prepared By:



3301 S. Susan St.  
Santa Ana, CA 92704  
714-540-5454 Ph  
714-540-5959 Fax



INTRODUCTION

The purpose of this program is to establish sign design standards and general guidelines that assure consistency in quality and necessary to balance maximum identification within an overall harmony of design for the project.

Conformance to this sign program criteria will be strictly enforced. Any installed non-conforming or unapproved signs shall be brought into conformance at the expense of the tenant and/or sign contractor.

GENERAL REQUIREMENTS

- a. All work is to be performed by a professional sign company. Said sign company must be in possession of a current state contractor’s license and a City business license to perform such work. Said company must maintain a minimum of \$1,000,000 insurance to be working on property.
- b. Each tenant shall submit or cause to be submitted to the landlord and the City of Laguna Hills for approval before fabrication four (4) copies of detailed drawings, to scale, indication the location, size, layout, design and color of the proposed signs, including all lettering and or graphics. These drawings should be submitted along with a site plan indicating the location of the lease space on the site, and elevation showing sign placement and lease space width. All sign layouts shall include a digital image of the building frontage with proposed sign in a scaled format to include adjacent tenant signage, if applicable.
- c. All signs shall be reviewed and approved in writing by the landlord for conformance with this sign program and overall design quality as well as tenant’s lease agreement.
- d. All signs must comply with current City of Laguna Hills planning, zoning, building and electrical codes.
- e. City Approval and Permits: Upon approval by the landlord, tenant shall secure a sign permit from the City of Laguna Hills by bringing four (4) color copies of the proposed drawings (as approved by the landlord) to the Planning Division. All permits required by the City of Laguna Hills for signs and their installation must be obtained and paid for by the tenant prior to installation.
- f. All building signs shall be constructed and installed at tenant’s expense. Tenant is also responsible for maintenance of building signs.
- g. In the event a tenant vacates the leased premises, tenant shall be responsible for the removal of any wall and/or logo sign, with all holes being repaired and repainted to match the building exterior.
- h. Tenant’s sign contractor shall repair any damage to any work caused during installation of sign. Incomplete repairs are the ultimate responsibility of the tenant.

APPROVAL PROCEDURE

All signs installed or displayed on the premises of Laguna Hills Plaza must have written approval of the Landlord and the City of Laguna Hills. The aesthetic characteristics of the signs (i.e., placement, size, proportion, color, textures, method of fabrication, etc.) are subject to the discretionary approval of the landlord and the City of Laguna Hills within the context of this sign program.

Prior to submission to the City of Laguna Hills for permits, and prior to construction and installation of any sign covered by this sign program, the tenant must submit four (4) sets of professionally prepared drawings of their proposed signage meeting this sign program for review and approval by the landlord and the Planning Division.

- l. Upon notice by the City of Laguna Hills or landlord, tenant shall be required to repair or refurbish their sign structure, sign face and/or sign illumination within seven (7) working days.
- j. Tenant is responsible for maintenance and cost of electricity for their own signage. The tenant or landlord shall be responsible to provide a designated electrical circuit from electrical panel for their signage. Tenant shall provide primary wiring from electrical sub-panel to J-box at sign location.
- k. Tenant shall be fully responsible for the operations of its contractor and shall indemnify, defend and hold harmless the landlord and his/her agents from damages or liabilities resulting from its contractor’s work.
- l. Registered trademarks, herein referred to as Registered Corporate Identity, pertains to corporate logos and logo types that have been registered and are on file with the UNITED STATES PATENT AND TRADEMARK OFFICE in Washington, D.C.
- m. Signs not covered by this sign program are not allowed.
- n. All signs must have the sign manufacturers name, address, and telephone number conspicuously and permanently attached on the rear exterior of the sign.
- o. Leasing signs shall be restricted to the window of the available suite. These signs shall follow the same criteria as window signs.
- p. For businesses without a registered corporate logo/typeface, the Helvetica Neue is permitted. Approved color(s) are black or white depending on the color of the fascia upon which the sign is placed. Internal white LED face illumination.

Promotional Signs

5.5.1.a

3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:

LAGUNA HILLS PLAZA

Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By:Salesperson:

JMDC

Drawing Number:Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

Revision:

11. 08/14/23 - JM 17. 09/01/23 - .  
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14. 08/16/23 - JM 20. 09/18/23 - .  
15. 08/16/23 - JM  
16. 08/30/23 - JM

CUSTOMER / LANDLORD APPROVAL

SIGNATURE

DATE

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Packet Pg. 185

Attachment: Attachment A - September 26, 2023, Staff Report Including Attachments (3343 : Site Development Permit/ Master Sign Program No.



PROHIBITED SIGNS

- a. No sign is permitted that is listed in LHMC 9-42.260 including any sign that:
- I. Is dangerous or confusing to motorists on the public right-of-way, including any sign which by its color, wording design, location or illumination resembles or conflicts with any official traffic-control device or which impedes the safe and efficient flow of traffic.
  - ii. Is in a condition which presents a danger of injury to the public.
  - iii. Incorporates mechanical movement or in any way gives the illusion of motion, moving parts, rotation or any flashing, moving or intermittent lighting, other than a sign providing a time-and temperature or similar public service display.
  - iv. Impedes free ingress and egress from any door, window or exit way required by building or fire regulations.
  - v. Emits sound, smoke, visible particles or odors, except that of speakers on drive-through facilities shall be permitted
  - vi. Is attached to or maintained upon any public utility pole or structure, or tree.
  - vii. Is an A-frame, sandwich board or other portable, temporary advertising display.
  - viii. Is temporary or special event flags, banners, festoons, flag canopies or other displays, except as permitted by a special event sign permit by the Planning Division.
  - ix. Is a sculptured, molded or otherwise fabricated representational object used for the purpose of visually conveying business identification or product advertising.
  - x. Is an aerial or balloon type of sign.
  - xi. Duplicates or repeats copy on the same sign.
  - xii. Is a graphic of paint or other material on a building for the purpose of amplifying or directing attention to a sign, unless approved by the planning director.

OTHER RESTRICTIONS

- a. Illegal Signs  
Any sign that is deemed not to be in conformance with this Sign Program or erected without approval by the City of Laguna Hills is considered an illegal sign. The landlord, at its sole discretion and at occupant’s expense may correct, replace or remove any illegal sign.
- b. Abandonment of Signs  
A sign is considered abandoned when its use is discontinued because the premises upon which it is located becomes vacated and unoccupied for a period of more than 90 days.

WINDOW SIGNAGE

No permanent sign affixed to or incorporated into an exterior window shall exceed twenty (20) percent of each window area. Maximum of 20 square feet.

CONTACT INFO:

**Architect:**  
AO Architects  
Mark Lausier  
190 North Orange Street, Orange, CA 92866  
714.639.9860, ext. 173

**Developer:**  
Milan Capital Managment  
Bret B. Bernard, AICP  
701 South Parker Street, Suite 5200  
Orange, California 92868  
[Bret@milancap.com](mailto:Bret@milancap.com)  
714.687.0000, ext. 119

**Sign Contractor:**  
Promotional Signs, Inc.  
3301 S. Susan St.  
Santa Ana, CA 92806  
T 714 | 540.5454

Promotional Signs

5.5.1.a

3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:

LAGUNA HILLS PLAZA

Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

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16. 08/30/23 - JM

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SIGNATURE

DATE

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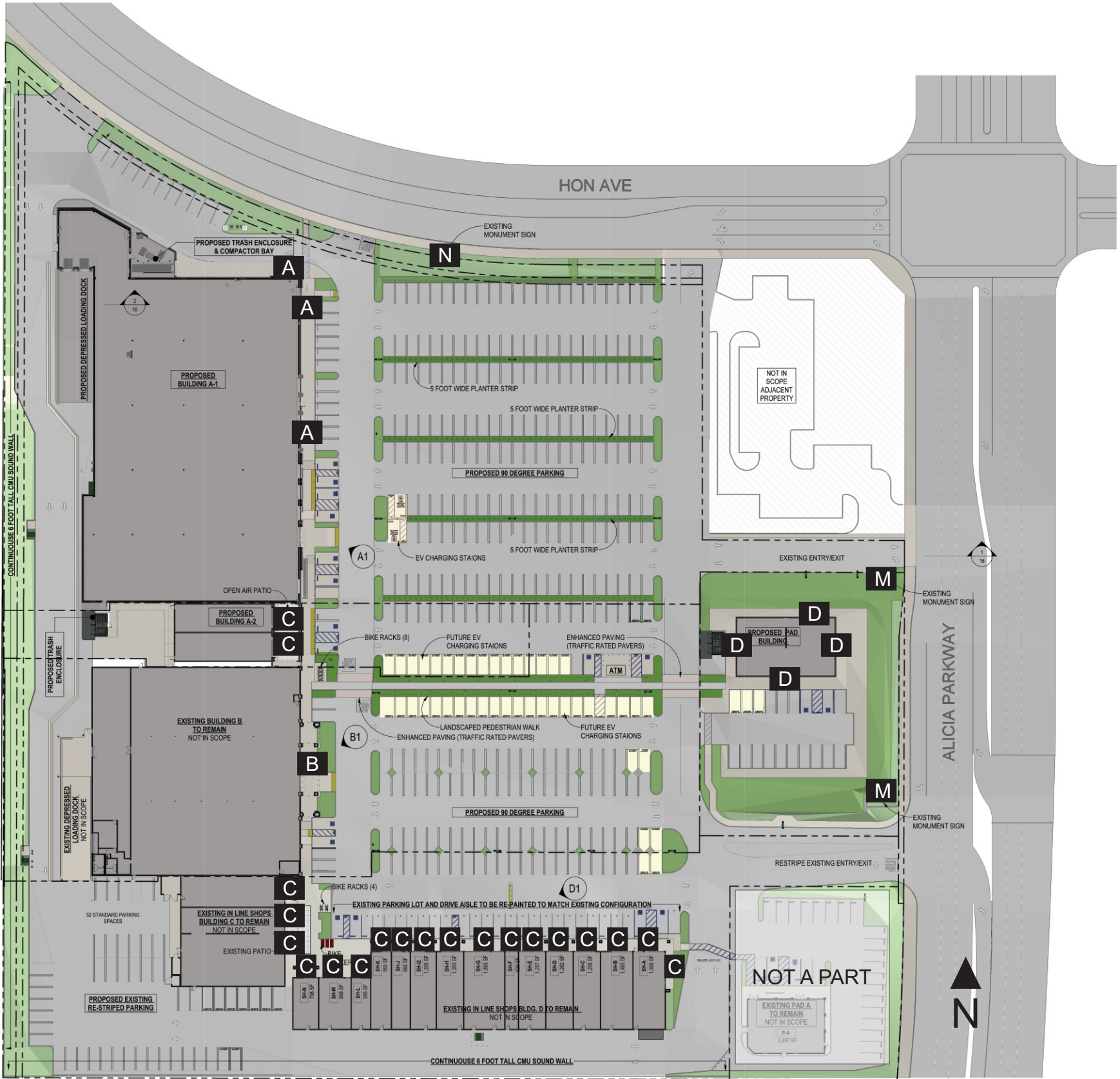
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Packet Pg. 186

Attachment: Attachment A - September 26, 2023, Staff Report Including Attachments (3343 : Site Development Permit/ Master Sign Program No.

LEGEND

- A ANCHOR TENANT
- B MAJOR TENANT
- C SHOP TENANT
- D NEW PAD TENANT
- M MULTI-TENANT MONUMENT
- N MULTI-TENANT MONUMENT (HON AVE.)



3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

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- 15. 08/16/23 - JM
- 16. 08/30/23 - JM

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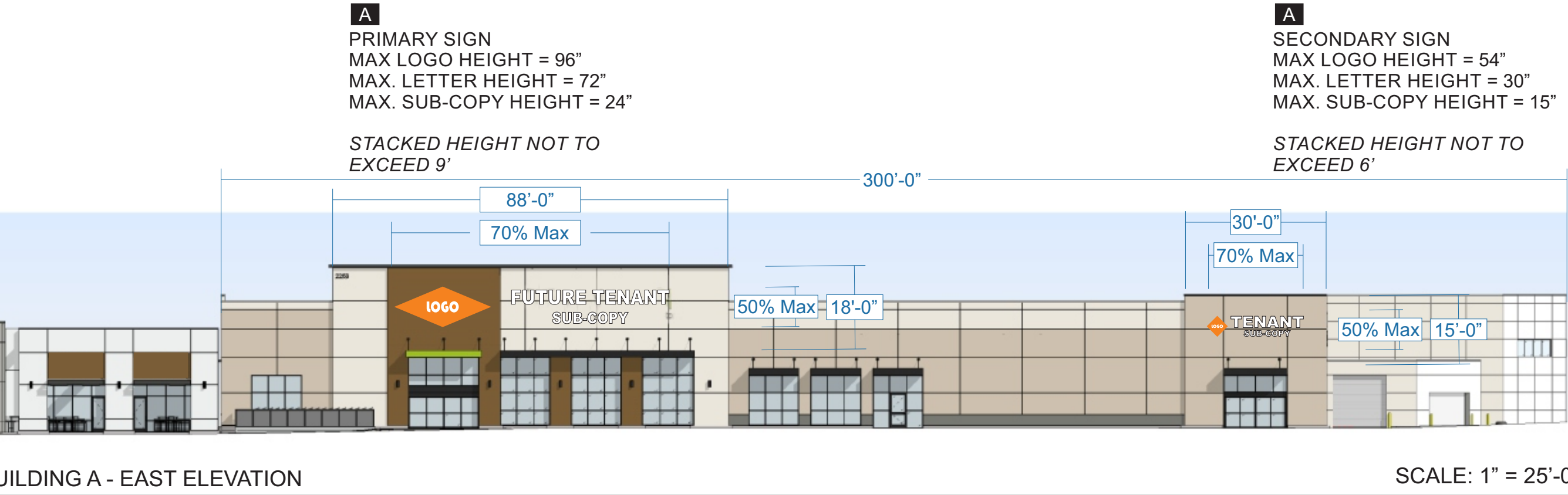
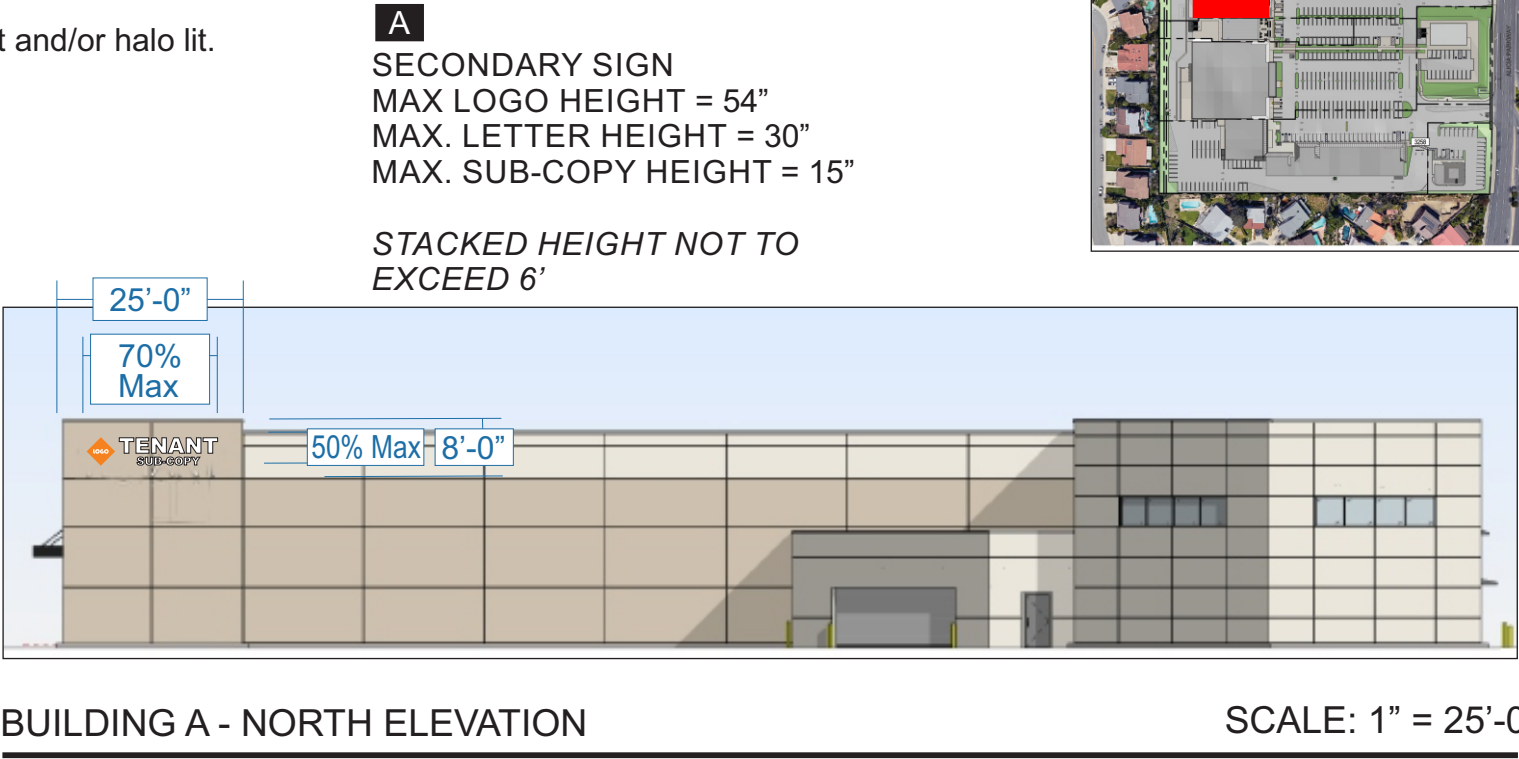


Anchor Tenant Wall Signs - Sign Type A

**Quantity:** (2) primary signs per tenant street or parking lot facing elevation.  
(2) secondary signs per tenant street or parking lot facing elevation.  
Maximum of (4) signs per tenant leasehold.

**Area:** 1 square foot per linear foot of lease frontage.  
**Sign Type:** Standard internally-illuminated pan channel letters and/or logos facelit and/or halo lit.  
**Attachment:** Flush mounted or pin mounted to fascia with 1.5" spacers  
**Height:** Not to exceed 50% of fascia height.  
**Length:** Not to exceed 70% of fascia length.

*When architectural element is present, minimum of 12" border required on all sides.*



Promotional Signs

5.5.1.a

3301 S. Susan St.  
Santa Ana, CA 9270  
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714-540-5959 Fax

Client:

LAGUNA HILLS PLAZA

Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

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15. 08/16/23 - JM  
16. 08/30/23 - JM

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Attachment: Attachment A - September 26, 2023, Staff Report Including Attachments (3343 : Site Development Permit/ Master Sign Program No.

Major Tenant Wall Signs - Sign Type **B**

**Quantity:** (1) primary sign per street or parking lot facing elevation.

**Area:** 1 square foot per linear foot of lease frontage.

**Sign Type:** Standard internally-illuminated pan channel letters and/or logos facelit and/or halo lit.

**Attachment:** Flush mounted or pin mounted to fascia with 1.5” spacers

**Height:** Not to exceed 50% of fascia height.

**Length:** Not to exceed 70% of fascia length.

***When architectural element is present,  
minimum of 12” border required on all sides.***



3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By:

Salesperson:

JM

DC

Drawing Number:

Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

Revision:

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- 14. 08/16/23 - JM 20. 09/18/23 -
- 15. 08/16/23 - JM
- 16. 08/30/23 - JM

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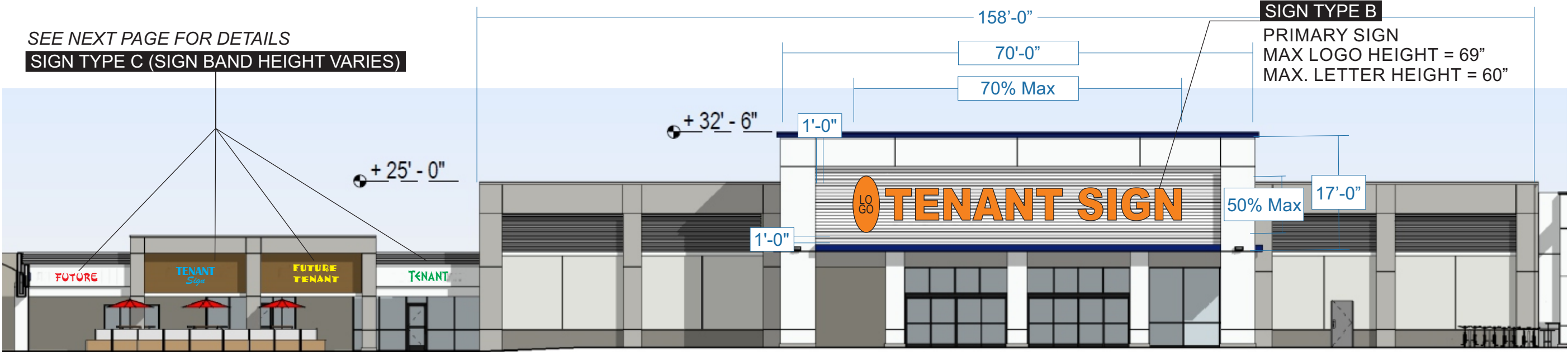
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BUILDING B - EAST ELEVATION

SCALE: 1/16" = 1'-0"

Shop Tenant Wall Signs - Sign Type **C**

**Quantity:** (1) primary sign per street or parking lot facing elevation. Maximum of (2) signs per leasehold.

**Area:** 1 square foot per linear foot of lease space per street or parking lot facing elevation.

**Sign Type:** Standard internally-illuminated pan channel letters and/or logos facelit and/or halo lit.

**Attachment:** Flush mounted or pin mounted to fascia with 1.5” spacers.

**Height:** Sign must remain 12” clear from top & bottom edges where architectural sign band occurs.

**Length:** Not to exceed 70% of fascia length.

PRIMARY SIGN  
MAX LOGO HEIGHT = 48”  
MAX. LETTER HEIGHT = 36”

STACKED COPY IS PERMITTED PROVIDING IT ADHERES TO THE ABOVE



3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson

JM DC

Drawing Number: Option

SP - Milan Laguna Hills Plaza

Drawing Date:

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- 14. 08/16/23 - JM 20. 09/18/23 -
- 15. 08/16/23 - JM
- 16. 08/30/23 - JM

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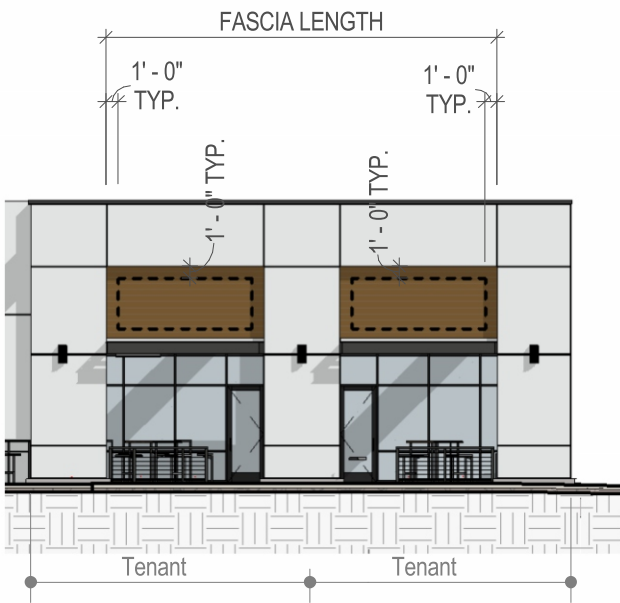
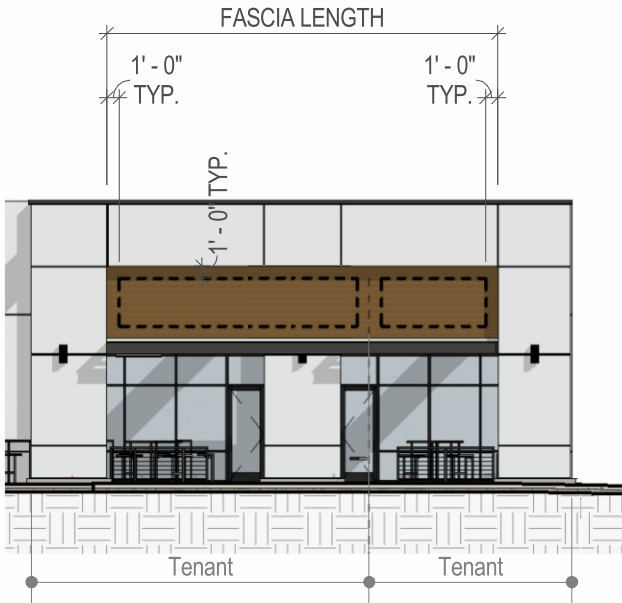
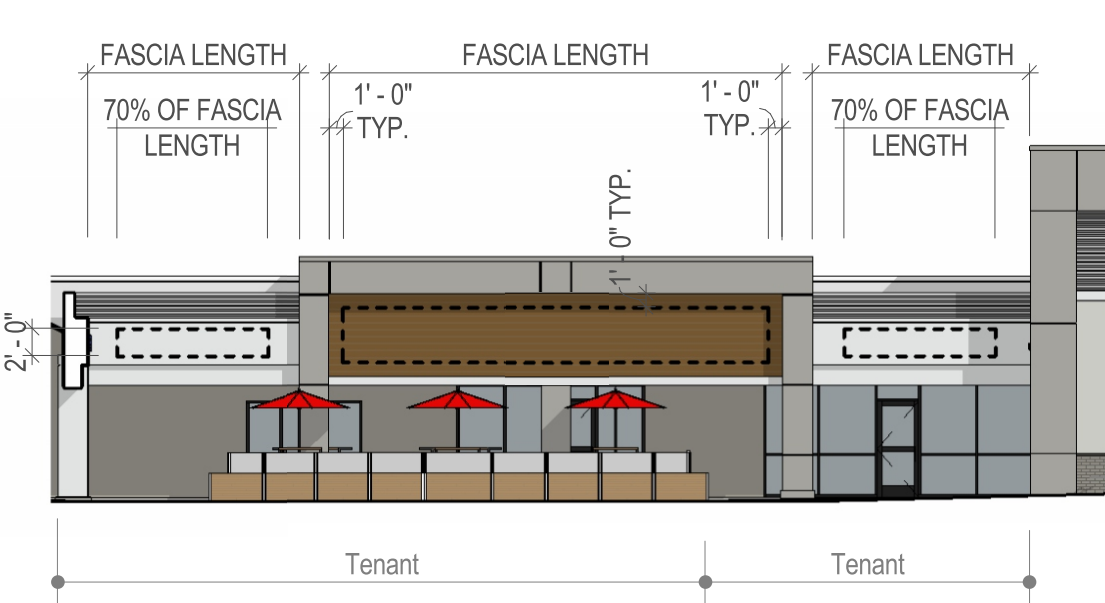
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NOTE: IN CERTAIN CASES TENANT LEASE SPACE IS OFFSET FROM TENANT’S SIGN BAND



Shop Tenant Wall Signs (cont.) - Sign Type C

**Quantity:** (1) primary sign per street or parking lot facing elevation. Maximum of 2 for end cap tenant.

**Area:** 1 square foot per linear foot of lease space per street or parking lot facing elevation.

**Sign Type:** Standard internally-illuminated pan channel letters and/or logos facelit and/or halo lit.

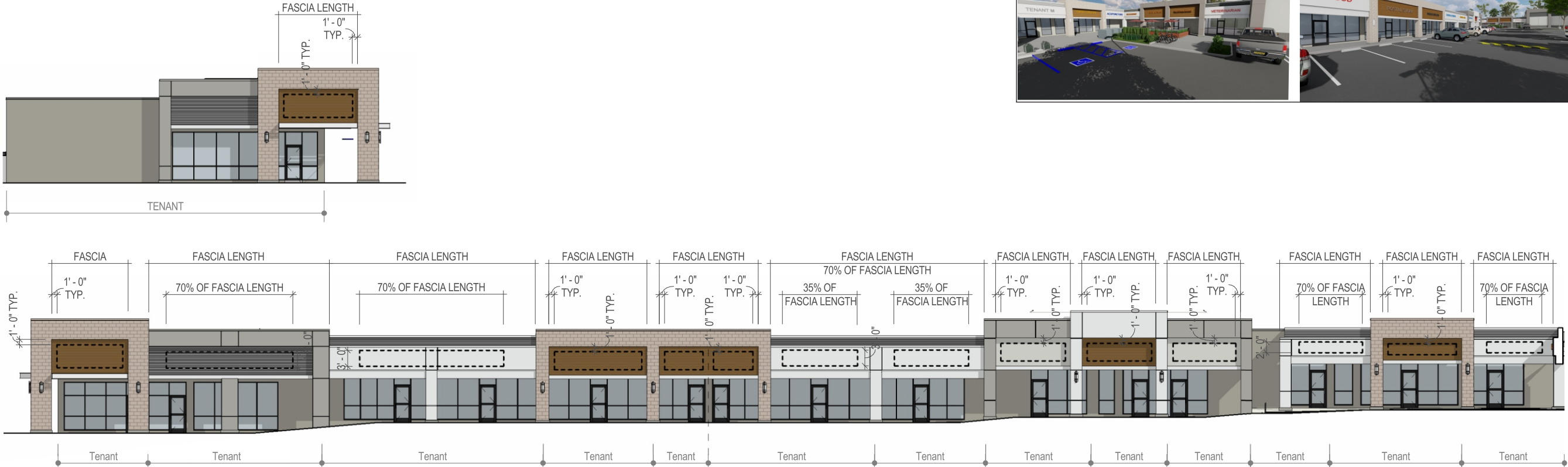
**Attachment:** Flush mounted or pin mounted to fascia with 1.5” spacers.

**Height:** Sign must remain 12” clear from top & bottom edges where architectural sign band occurs.

**Length:** Not to exceed 70% of fascia length.

PRIMARY SIGN  
MAX LOGO HEIGHT = 48”  
MAX. LETTER HEIGHT = 36”

STACKED COPY IS PERMITTED PROVIDING IT ADHERES TO THE ABOVE



NOTE: IN CERTAIN CASES TENANT LEASE SPACE IS OFFSET FROM TENANT’S SIGN BAND



Promotional Signs

5.5.1.a

3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:

LAGUNA HILLS PLAZA

Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson

JM DC

Drawing Number: Option

SP - Milan Laguna Hills Plaza

Drawing Date:

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16. 08/30/23 - JM

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Attachment: Attachment A - September 26, 2023, Staff Report Including Attachments (3343 : Site Development Permit/ Master Sign Program No.

Multi-Pad Tenant Wall Signs - Sign Type **D** (Final Elevations Pending)

**Quantity:** Maximum of (4) wall signs per leasehold.

**Height Max:** Logos: 60" | Letters: 36"

**Area:** 1 square foot per linear foot of lease space per street or parking lot facing elevation.

**Sign Type:** Standard internally-illuminated pan channel letters and/or logos facelit and/or halo lit.

**Attachment:** Flush mounted or pin mounted to fascia with 1.5" spacers.

*When architectural element is present,  
minimum of 12" border required on all sides.*

MAX LOGO HEIGHT = 60"  
MAX. LETTER HEIGHT = 36"  
MAX STACKED HEIGHT: 6'



3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

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15. 08/16/23 - JM  
16. 08/30/23 - JM

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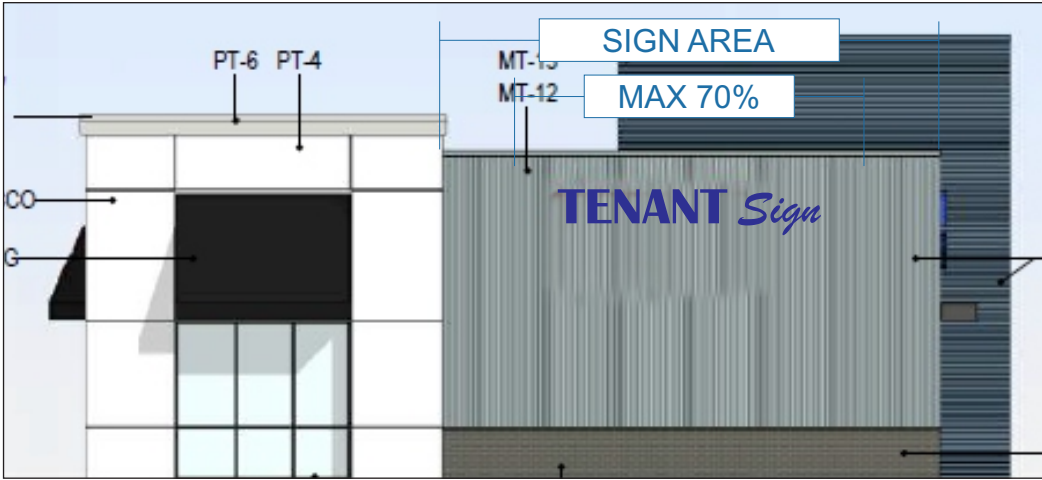
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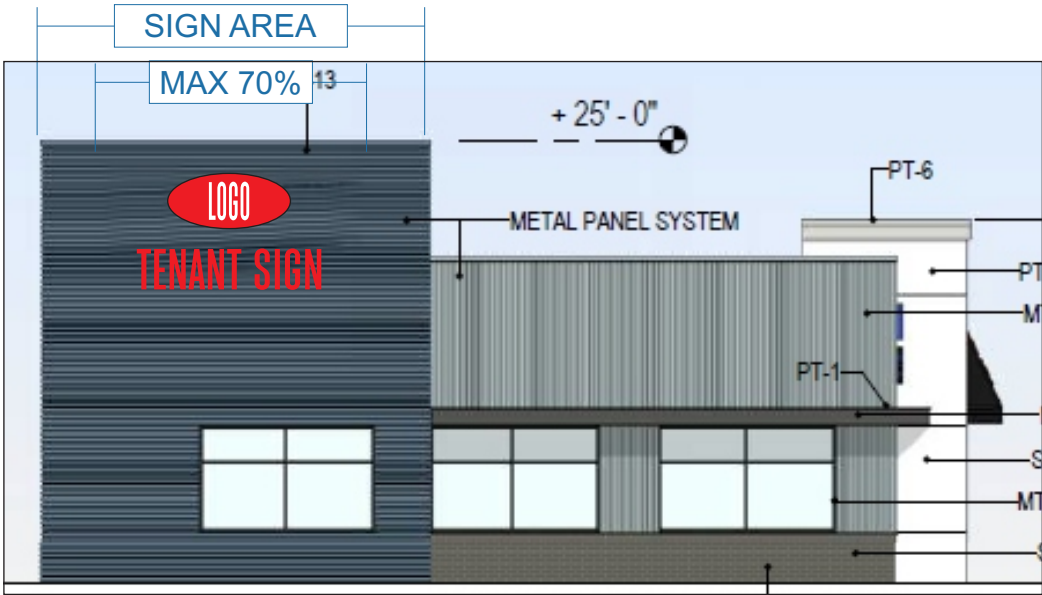
Page: Of:



East Elevation SCALE: 3/32" = 1'-0"



South Elevation SCALE: 3/32" = 1'-0"



West Elevation SCALE: 3/32" = 1'-0"



North Elevation SCALE: 3/32" = 1'-0"

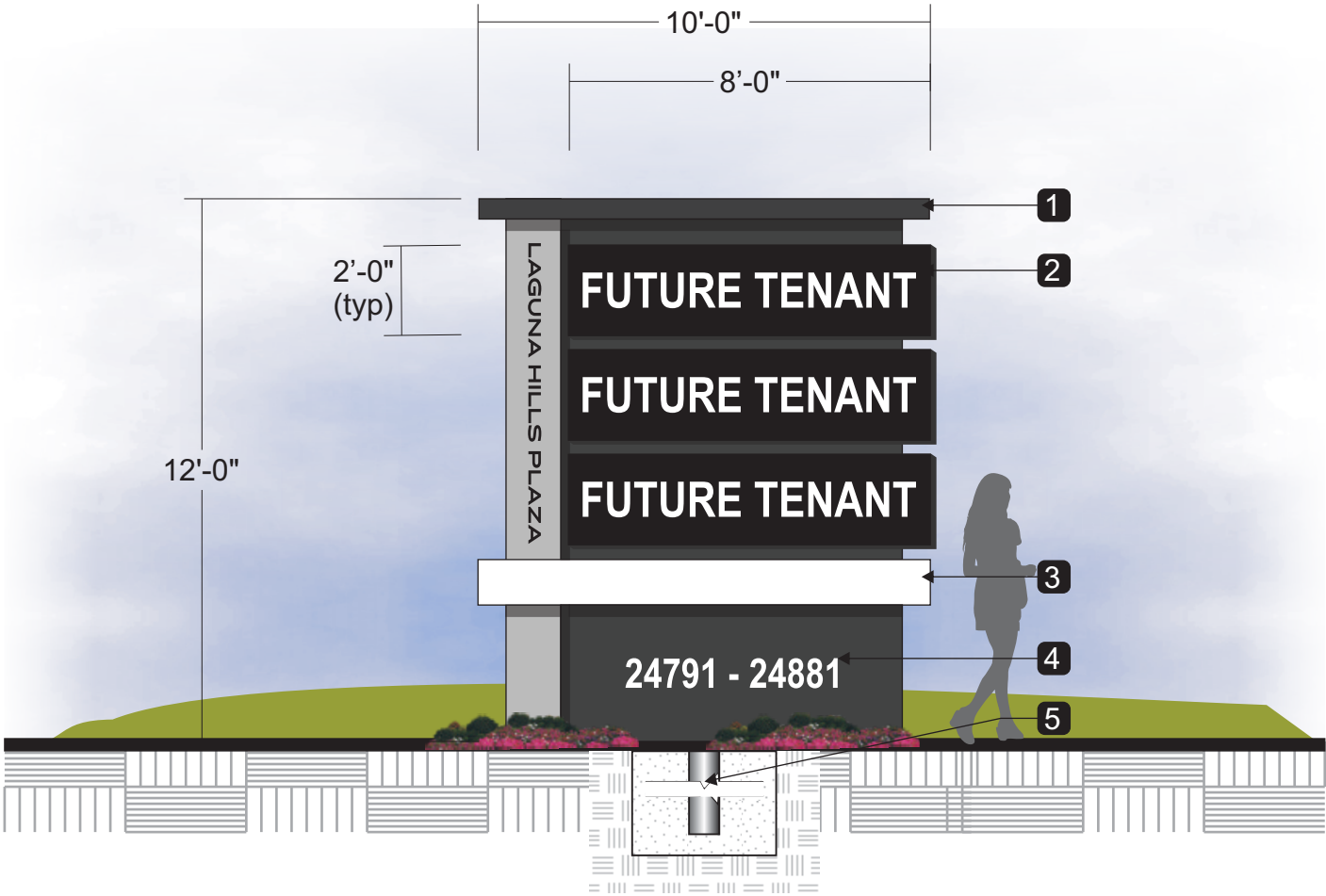


Multi-Tenant Monument - Sign Type **M**

**Quantity:** (2) double-sided signs on Alicia Parkway.  
**Sign Type:** Internally illuminated multi-tenant signs to replace existing.



EXISTING CONDITIONS - SIGNS TO BE REPLACED



DOUBLE-SIDED MONUMENT SIGN SCALE: 1/4" = 1'-0"

- 1 FABRICATED ALUMINUM PAINTED TO MATCH PROJECT COLORS (TBD)
- 2 INTERNALLY ILLUMINATED ALUMINUM PANELS PAINTED BLACK AND ROUTED-OUT FOR WHITE ACRYLIC PUSH-THRU COPY.
- 3 INTERNALLY ILLUMINATED ALUMINUM PANELS PAINTED BLACK AND ROUTED-OUT FOR WHITE ACRYLIC PUSH-THRU COPY.
- 4 FLAT CUT OUT ALUMINUM ADDRESS NUMBERS PAINTED WHITE
- 5 EXISTING FOOTING TO BE RE-USED

Promotional Signs

5.5.1.a

3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:

LAGUNA HILLS PLAZA

Address:  
24901 Alicia Parkway  
City:  
Laguna Hills, CA.  
Drawn By: Salesperson:  
JM DC  
Drawing Number: Option:  
SP - Milan Laguna Hills Plaza  
Drawing Date:  
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CUSTOMER / LANDLORD APPRO

SIGNATURE  
DATE

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1012

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Attachment: Attachment A - September 26, 2023, Staff Report Including Attachments (3343 : Site Development Permit/ Master Sign Program No.

Multi-Tenant Monument - Sign Type **N** Hon Ave.

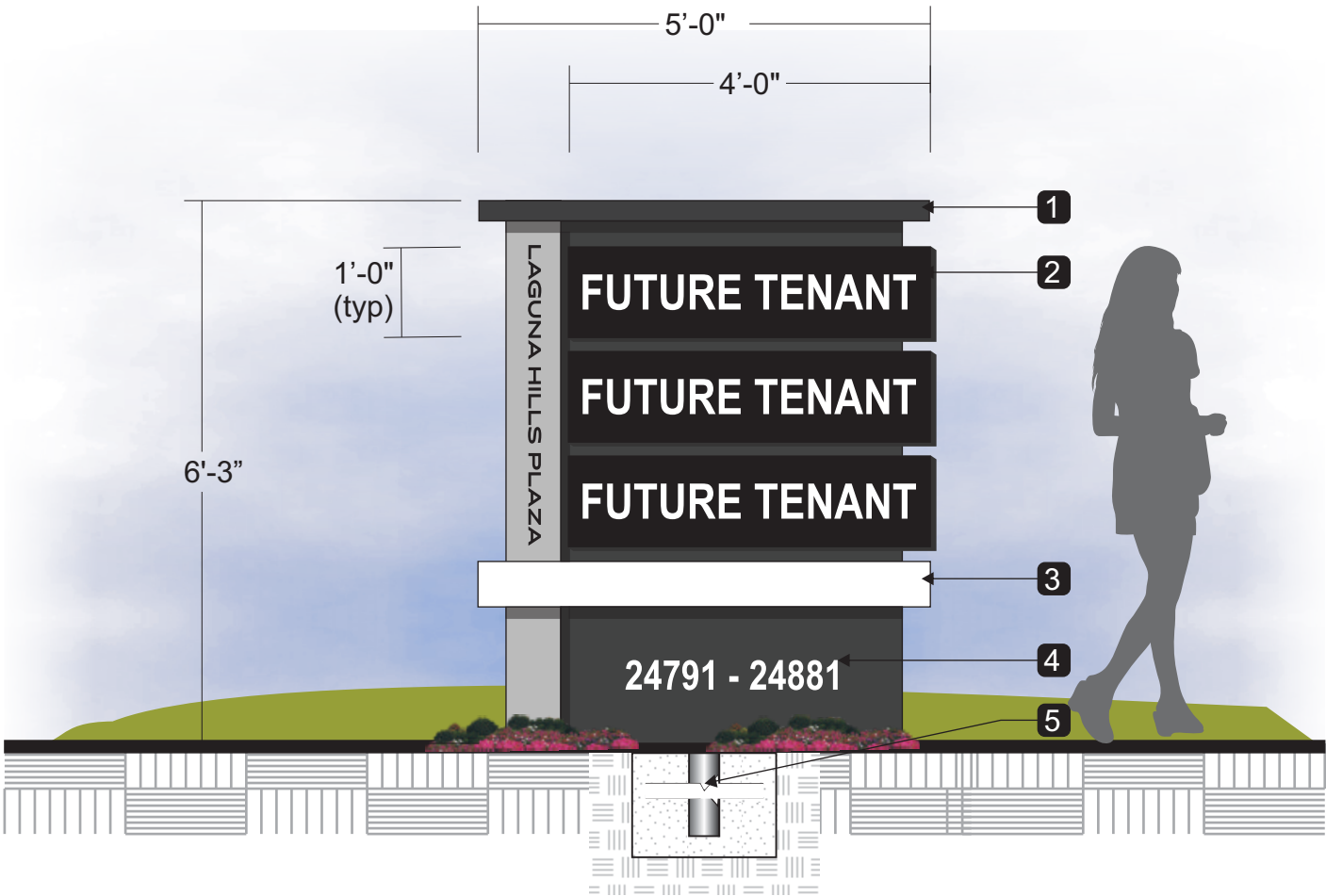
**Quantity:** (1) double-sided sign on Hon Ave.

**Sign Type:** Internally illuminated multi-tenant signs to replace existing.



EXISTING CONDITIONS - HON AVENUE

SIGN TO BE REPLACED



DOUBLE-SIDED MONUMENT SIGN SCALE: 1/2" = 1'-0"

- 1 FABRICATED ALUMINUM PAINTED TO MATCH PROJECT COLORS (TBD)
- 2 INTERNALLY ILLUMINATED ALUMINUM PANELS PAINTED BLACK AND ROUTED-OUT FOR WHITE ACRYLIC PUSH-THRU COPY.
- 3 INTERNALLY ILLUMINATED ALUMINUM PANELS PAINTED BLACK AND ROUTED-OUT FOR WHITE ACRYLIC PUSH-THRU COPY.
- 4 FLAT CUT OUT ALUMINUM ADDRESS NUMBERS PAINTED WHITE
- 5 EXISTING FOOTING TO BE RE-USED

3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM

DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

Revision:

- 11. 08/14/23 - JM 17. 09/01/23 -
- 12. 08/15/23 - JM 18. 09/05/23 -
- 13. 08/16/23 - JM 19. 09/12/23 -
- 14. 08/16/23 - JM 20. 09/18/23 -
- 15. 08/16/23 - JM
- 16. 08/30/23 - JM

CUSTOMER / LANDLORD APPRO

SIGNATURE

DATE

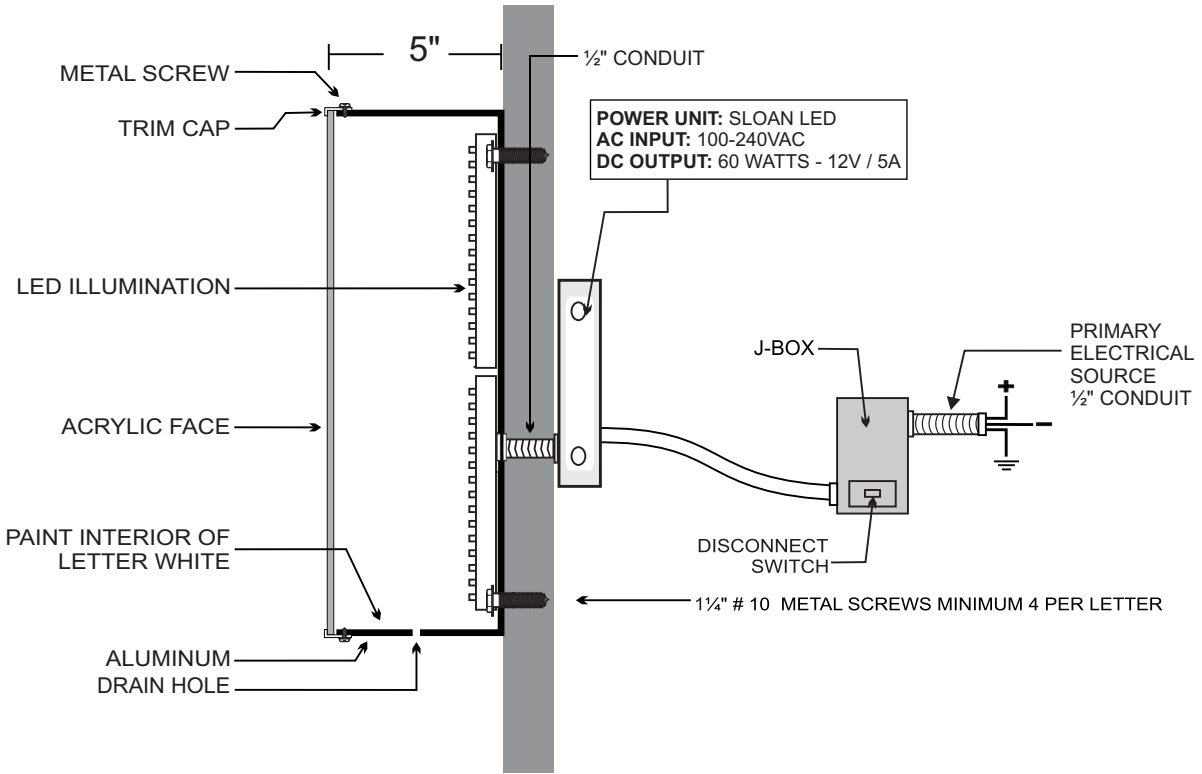
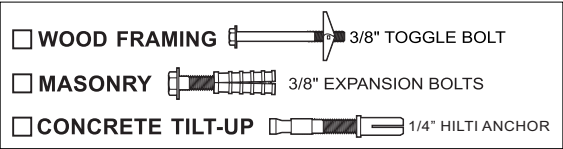
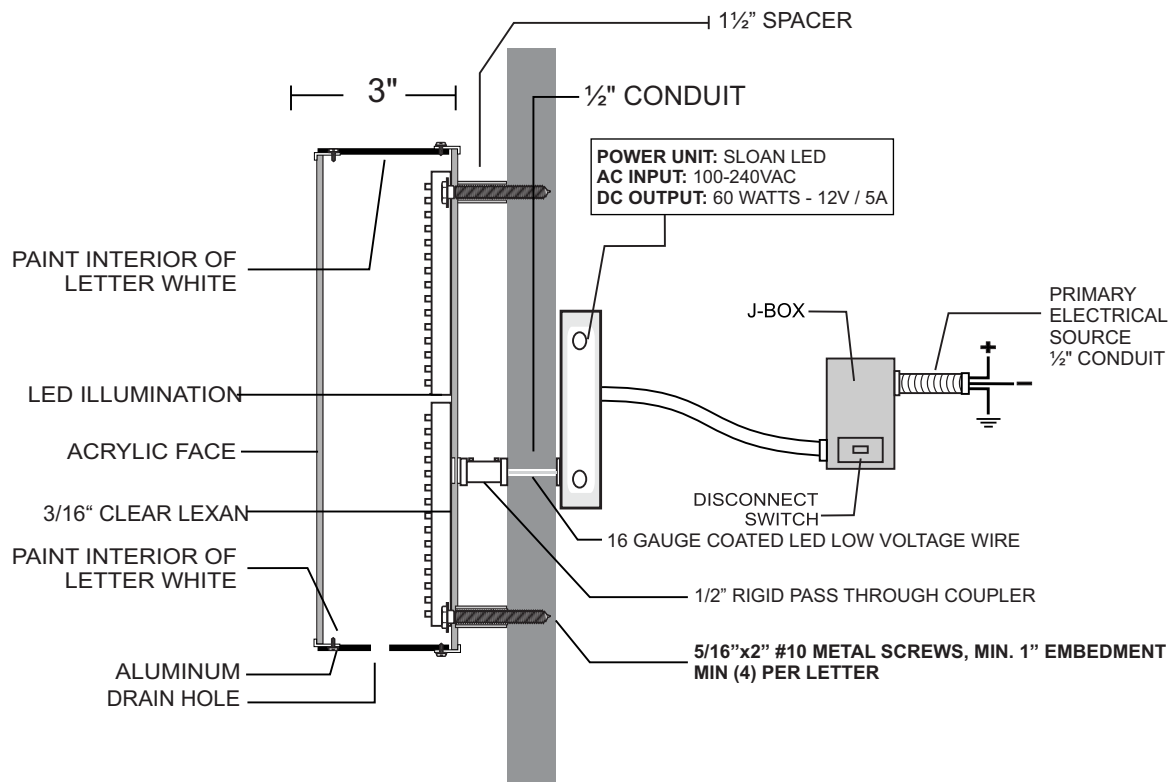
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Of:

Typical Wall Sign Section Detail



3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

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05/05/22

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15. 08/16/23 - JM  
16. 08/30/23 - JM

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DATE

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## RESOLUTION NO. PA2023-10-24-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM (SDP/MSP) NO. USE-0140-2023, A REQUEST BY DIANA NAGEL, PROJECT MANAGER WITH PROMOTIONAL SIGNS ON BEHALF OF PROPERTY OWNER, MILAN CAPITAL MANAGEMENT FOR APPROVAL OF A MASTER SIGN PROGRAM FOR LAGUNA HILLS PLAZA LOCATED AT 24901 ALICIA PARKWAY

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

WHEREAS, Diana Nagel, Project Manager with Promotional Signs on behalf of the Property Owner, Milan Capital Management, (the "Applicant") has filed an application for Site Development Permit/ Master Sign Program (SDP/MSP) No. USE-0140-2023 to establish a Master Sign Program for Laguna Hills Plaza located at 24901 Alicia Parkway ("Project Site"), in the Neighborhood Mixed Use (NMU) zoning district; and

WHEREAS, SDP/MSP NO. USE-0140-2023 is hereby found to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15311(a) (Class 11, Accessory Structures) of Title 14, Chapter 3 of the California Code of Regulations. The Class 11(a) exemption consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to on-premise signs; and

WHEREAS, the Planning Agency held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a duly noticed public hearing held on September 26, 2023.

WHEREAS, at the September 26, 2023 public hearing the Planning Agency continued the hearing to its regularly scheduled October 24, 2023, meeting to allow the applicant opportunity to revise the proposed MSP to address Planning Agency recommendations made at the meeting; and

WHEREAS, the Planning Agency resumed the public hearing at its meeting of October 24, 2023, and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties with respect to the subject application; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

SECTION 2. The Planning Agency hereby determines that the required findings by the City for approval of SDP/MSP No. USE-0140-2023 have been met and made as follows:

Site Development Permit

1. The site design complies with standards of the Development Code.

*On April 12, 2022, the Planning Agency approved the redevelopment of the existing shopping center Laguna Hills Plaza and related site improvements on the Project Site (USE-0105-2022). The design of the site, as approved by the Planning Agency, complies with the Development Code, and will not be affected by the proposed Master Sign Program.*

2. The site is suitable for the proposed development.

*The proposed Master Sign Program is for the existing shopping center Laguna Hills Plaza which was in the Neighborhood Mixed Use (NMU) zoning district. The proposal is compatible with the recently approved redevelopment of the center. The site's approved layout appropriately accounts for the location and size of signage needed to serve approved redevelopment. Therefore, the subject site is suitable for the proposed project.*

3. The project is consistent with the General Plan and applicable design guidelines.

*The site is located within the Neighborhood Mixed Use (NMU) zoning district and has the General Plan land use designation of Neighborhood Mixed Use. The Master Sign Program is consistent with the standards found in LHMC Chapter 9-42, although the Applicant is requesting to deviate from, the Development Code's maximum total sign area allowed and monument sign size. This request is made pursuant to Section 9-42.180 of the Development Code, which allows Planning Agency consideration of sign standard deviations through approval of a Master Sign Program. In light of this provision, the proposed Master Sign Program is consistent with the General Plan and applicable design guidelines.*

4. The site design and structural components are appropriate for the site and function of the proposed uses.

*Building permits are required for all signage, with details on how each sign will be safely and securely attached to the building in accordance with the requirements*

*of the California Building Code. Inspections will be conducted as part of the permitting process to ensure that each sign is attached in accordance with the approved plans and permits. Furthermore, the proposed Master Sign Program will enhance the approved site design by allowing tenants, within Laguna Hills Plaza, the opportunity to advertise their presence at the site and direct traffic safely in and around the site.*

### Master Sign Program

1. The design and application of the sign criteria required by the Development Code are satisfied by the proposed sign program:

*The proposed Master Sign Program complies with the Development Code, including the Applicant's request to deviate from the Development Code's for total maximum sign area per business and monument sign size. These requests are made pursuant to Section 9-42.180 of the Development Code, which allows deviations approved by the Planning Agency based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. The proposed signs are designed with a modern appeal that compliments the building's architecture, all while contrasting in a unique, creative way through the application of attractive colors and materials compatible with building architecture. The scale of the signs is appropriate for, and in proportion with, the tenant frontages. Therefore, the proposed Master Sign Program's deviation from the Development Code is warranted and appropriate.*

2. The sign program provides a compatible and harmonious design between advertising, landscaping, and building design:

*The proposed Master Sign Program establishes a clear differentiation between the approved building exterior façade upgrades, while ensuring the signs will be proportionate to the building elevation they are installed on. Finally, the proposed Master Sign Program will allow for a variety of creative sign types that are unique to Laguna Hills Plaza. Therefore, the proposed Master Sign Program will provide a compatible and harmonious design between advertising and building design.*

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve SDP/MSP NO. USE-0140-2023 subject to the following conditions of approval:

### General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: The Project Applicant, Milan Capital Management, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to Change Plan

Major No. USE-0140-2023 approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.

3. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the Project, as modified by these Conditions of Approval, including but not limited to the following: application form (submitted March 31, 2023) and Sign Plans (dated September 5, 2023).
4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
5. Approval of this Permit constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.



7. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
8. The conditions of Project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservation, or exactions imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.
9. Pursuant to City Council Resolution No. 2022-01-25-2-, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from October 24, 2023.

#### Planning Division

11. Except as provided by this Permit, all signs shall comply with Chapter 9-42 of the Laguna Hills Municipal Code and shall be maintained to prevent deterioration and disrepair.
12. All signs shall comply with the lighting requirements in Chapter 9-42.060 of the Laguna Hills Municipal Code.
13. Prior to final sign-off of building permits for any signs with exposed neon or LED, a final Planning inspection must be conducted to ensure installed signs adhere to approved plans and lighting requirements.

#### Building Division & Orange County Fire Authority

14. The Applicant shall be responsible for ensuring all applicable building permits are obtained from the City of Laguna Hills, as required by Section 103 of the 2022 California Building Code prior to commencement of any work for which a permit is required.

PASSED, APPROVED, AND ADOPTED this 24<sup>th</sup> day of October 2023.

\_\_\_\_\_  
JANINE HEFT, CHAIR

ATTEST:

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2023-10-24-X adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 24<sup>th</sup> day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK



# LAGUNA HILLS PLAZA

24901 Alicia Parkway | Laguna Hills, CA



## Comprehensive Sign Program

Prepared By:



3301 S. Susan St.  
Santa Ana, CA 92704  
714-540-5454 Ph  
714-540-5959 Fax



The purpose of this program is to establish sign design standards and general guidelines that assure consistency in quality and necessary to balance maximum identification within an overall harmony of design for the project.

Conformance to this sign program criteria will be strictly enforced. Any installed non-conforming or unapproved signs shall be brought into conformance at the expense of the tenant and/or sign contractor.

- a. All work is to be performed by a professional sign company. Said sign company must be in possession of a current state contractor's license and a City business license to perform such work. Said company must maintain a minimum of \$1,000,000 insurance to be working on property.
- b. Each tenant shall submit or cause to be submitted to the landlord and the City of Laguna Hills for approval before fabrication four (4) copies of detailed drawings, to scale, indicating the location, size, layout, design and color of the proposed signs, including all lettering and or graphics. These drawings should be submitted along with a site plan indicating the location of the lease space on the site, and elevation showing sign placement and lease space width. All sign layouts shall include a digital image of the building frontage with proposed sign in a scaled format to include adjacent tenant signage, if applicable.
- c. All signs shall be reviewed and approved in writing by the landlord for conformance with this sign program and overall design quality as well as tenant's lease agreement.
- d. All signs must comply with current City of Laguna Hills planning, zoning, building and electrical codes.
- e. City Approval and Permits: Upon approval by the landlord, tenant shall secure a sign permit from the City of Laguna Hills by bringing four (4) color copies of the proposed drawings (as approved by the landlord) to the Planning Division. All permits required by the City of Laguna Hills for signs and their installation must be obtained and paid for by the tenant prior to installation.
- f. All building signs shall be constructed and installed at tenant's expense. Tenant is also responsible for maintenance of building signs.
- g. In the event a tenant vacates the leased premises, tenant shall be responsible for the removal of any wall and/or logo sign, with all holes being repaired and repainted to match the building exterior.
- h. Tenant's sign contractor shall repair any damage to any work caused during installation of sign. Incomplete repairs are the ultimate responsibility of the tenant.

All signs installed or displayed on the premises of Laguna Hills Plaza must have written approval of the Landlord and the City of Laguna Hills. The aesthetic characteristics of the signs (i.e., placement, size, proportion, color, textures, method of fabrication, etc.) are subject to the discretionary approval of the landlord and the City of Laguna Hills within the context of this sign program.

Prior to submission to the City of Laguna Hills for permits, and prior to construction and installation of any sign covered by this sign program, the tenant must submit four (4) sets of professionally prepared drawings of their proposed signage meeting this sign program for review and approval by the landlord and the Planning Division.

- i. Upon notice by the City of Laguna Hills or landlord, tenant shall be required to repair or refurbish their sign structure, sign face and/or sign illumination within seven (7) working days.
- j. Tenant is responsible for maintenance and cost of electricity for their own signage. The tenant or landlord shall be responsible to provide a designated electrical circuit from electrical panel for their signage. Tenant shall provide primary wiring from electrical sub-panel to J-box at sign location.
- k. Tenant shall be fully responsible for the operations of its contractor and shall indemnify, defend and hold harmless the landlord and his/her agents from damages or liabilities resulting from its contractor's work.
- l. Registered trademarks, herein referred to as Registered Corporate Identity, pertains to corporate logos and logo types that have been registered and are on file with the UNITED STATES PATENT AND TRADEMARK OFFICE in Washington, D.C.
- m. Signs not covered by this sign program are not allowed.
- n. All signs must have the sign manufacturers name, address, and telephone number conspicuously and permanently attached on the rear exterior of the sign.
- o. Leasing signs shall be restricted to the window of the available suite. These signs shall follow the same criteria as window signs.
- p. For businesses without a registered corporate logo/typeface, the Helvetica Neue is permitted. Approved color(s) are black or white depending on the color of the fascia upon which the sign is placed. Internal white LED face illumination.

*Client:*



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number:      Option:

SP - Milan Laguna Hills Plaza

*Drawing Date:*

05/05/22

Revision:

17. 09/01/23 - JM 23. 10/09/23 -  
18. 09/05/23 - JM 24. 10/12/23 -  
19. 09/12/23 - JM  
20. 09/18/23 - JM  
21. 10/05/23 - JM  
22. 10/06/23 - JM

**CUSTOMER / LANDLORD APPROVAL**

SIGNATURE

DATE \_\_\_\_\_

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## PROHIBITED SIGNS

- a. **No sign is permitted that is listed in LHMC 9-42.260 including any sign that:**
  - i. Is dangerous or confusing to motorists on the public right-of-way, including any sign which by its color, wording design, location or illumination resembles or conflicts with any official traffic-control device or which impedes the safe and efficient flow of traffic.
  - ii. Is in a condition which presents a danger of injury to the public.
  - iii. Incorporates mechanical movement or in any way gives the illusion of motion, moving parts, rotation or any flashing, moving or intermittent lighting, other than a sign providing a time-and temperature or similar public service display.
  - iv. Impedes free ingress and egress from any door, window or exit way required by building or fire regulations.
  - v. Emits sound, smoke, visible particles or odors, except that of speakers on drive-through facilities shall be permitted
  - vi. Is attached to or maintained upon any public utility pole or structure, or tree.
  - vii. Is an A-frame, sandwich board or other portable, temporary advertising display.
  - viii. Is temporary or special event flags, banners, festoons, flag canopies or other displays, except as permitted by a special event sign permit by the Planning Division.
  - ix. Is a sculptured, molded or otherwise fabricated representational object used for the purpose of visually conveying business identification or product advertising.
  - x. Is an aerial or balloon type of sign.
  - xi. Duplicates or repeats copy on the same sign.
  - xii. Is a graphic of paint or other material on a building for the purpose of amplifying or directing attention to a sign, unless approved by the planning director.

## OTHER RESTRICTIONS

- a. **Illegal Signs**  
Any sign that is deemed not to be in conformance with this Sign Program or erected without approval by the City of Laguna Hills is considered an illegal sign. The landlord, at its sole discretion and at occupant's expense may correct, replace or remove any illegal sign.
- b. **Abandonment of Signs**  
A sign is considered abandoned when its use is discontinued because the premises upon which it is located becomes vacated and unoccupied for a period of more than 90 days.

## WINDOW SIGNAGE

No permanent sign affixed to or incorporated into an exterior window shall exceed twenty (20) percent of each window area. Maximum of 20 square feet.

## CONTACT INFO:

**Architect:**  
AO Architects  
Mark Lausier  
190 North Orange Street, Orange, CA 92866  
714.639.9860, ext. 173

**Developer:**  
Milan Capital Management  
Bret B. Bernard, AICP  
701 South Parker Street, Suite 5200  
Orange, California 92868  
[Bret@milancap.com](mailto:Bret@milancap.com)  
714.687.0000, ext. 119

**Sign Contractor:**  
Promotional Signs, Inc.  
3301 S. Susan St.  
Santa Ana, CA 92806  
T 714 | 540.5454

**3301 S. Susan St.**  
**Santa Ana, CA 9270**  
**714-540-5454 Ph**  
**714-540-5959 Fax**

*Client:*



*Address:*

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson

JM

DC

Drawing Number:      Option

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

*Revision:*

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19. 09/12/23 - JM  
20. 09/18/23 - JM  
21. 10/05/23 - JM  
22. 10/06/23 - JM

**CUSTOMER / LANDLORD APPROVAL**

SIGNATURE

DATE \_\_\_\_\_

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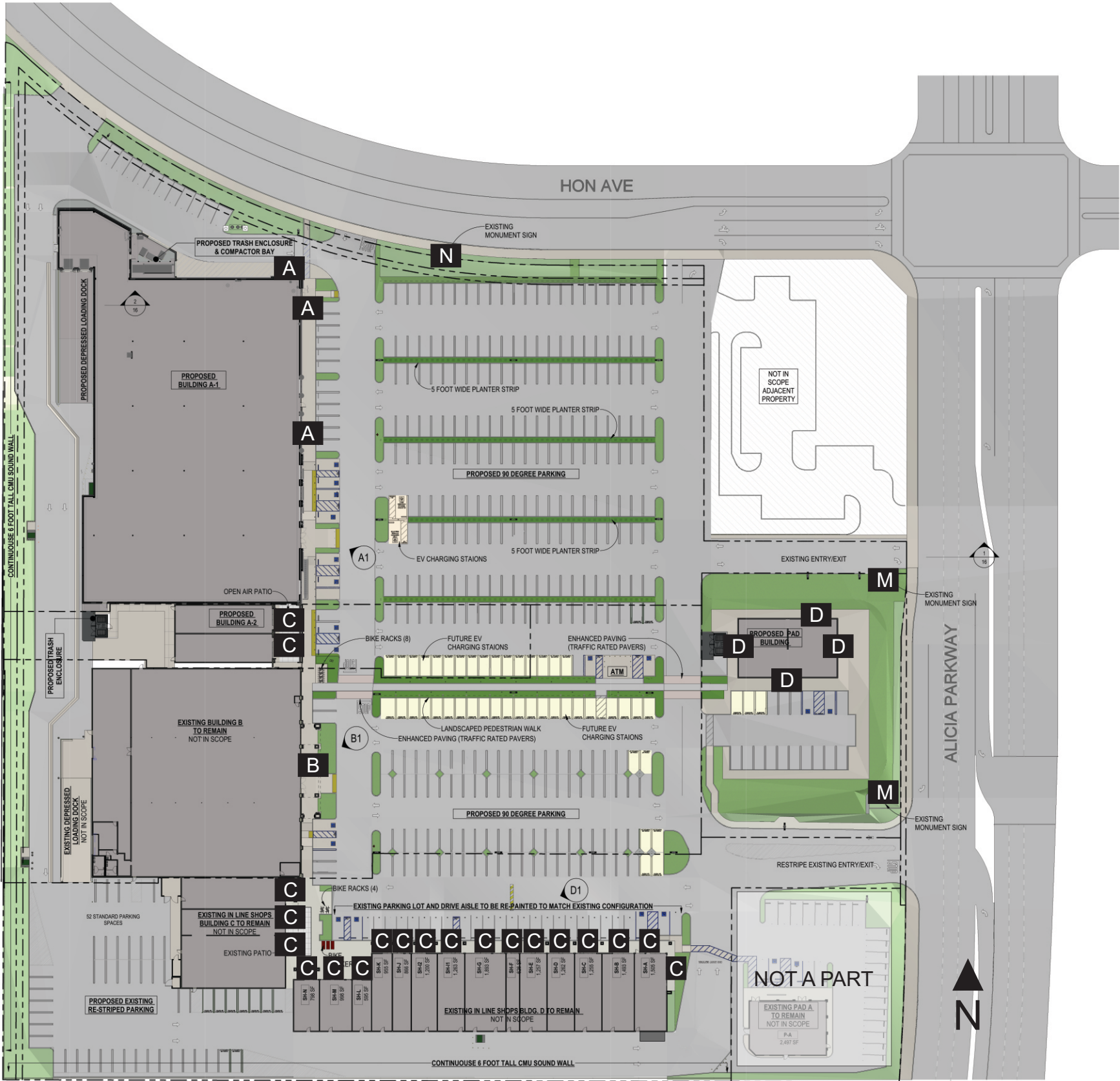
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Page:

*Of:*

LEGEND

- A ANCHOR TENANT
- B MAJOR TENANT
- C SHOP TENANT
- D NEW PAD TENANT
- M MULTI-TENANT MONUMENT
- N MULTI-TENANT MONUMENT (HON AVE.)



3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

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- 20. 09/18/23 - JM
- 21. 10/05/23 - JM
- 22. 10/06/23 - JM

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SIGNATURE

DATE

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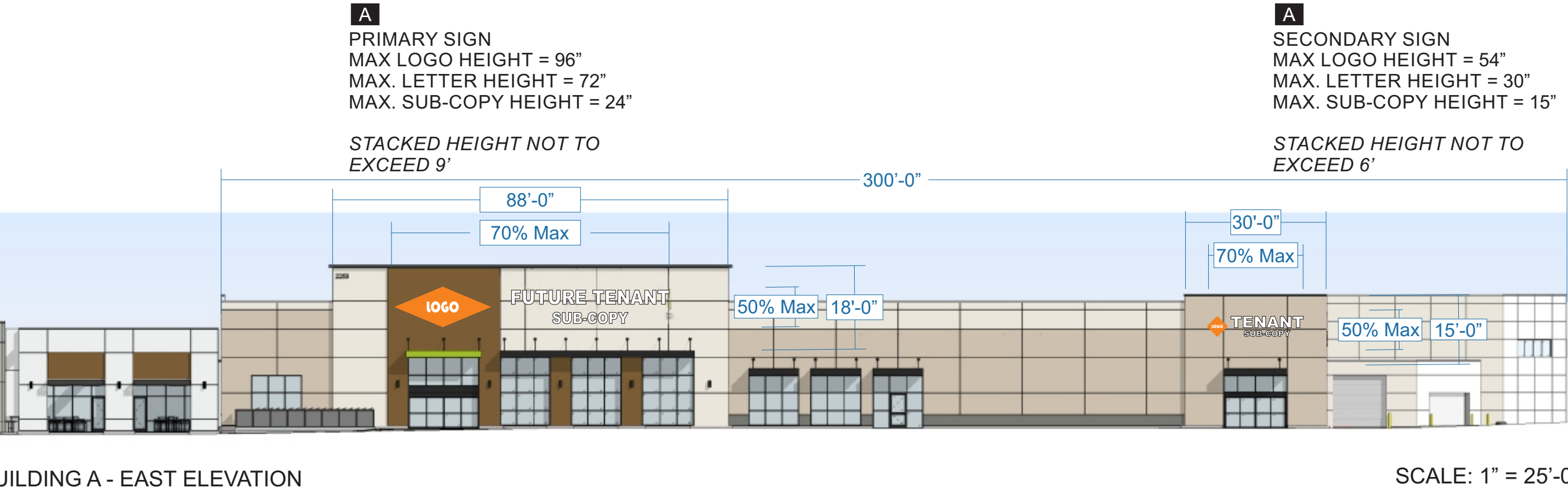
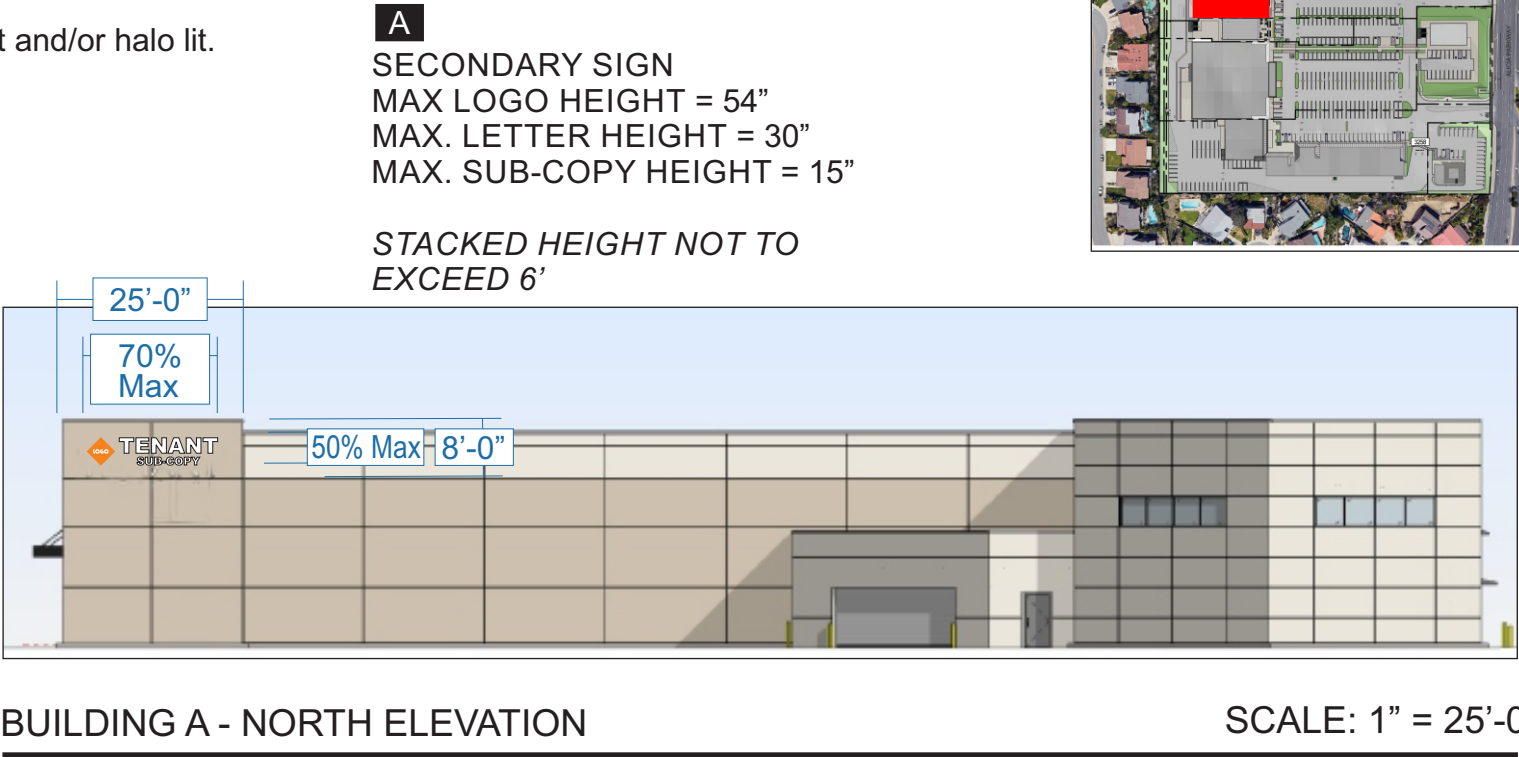


Anchor Tenant Wall Signs - Sign Type **A**

**Quantity:** (2) primary signs per tenant street or parking lot facing elevation.  
(2) secondary signs per tenant street or parking lot facing elevation.  
Maximum of (4) signs per tenant leasehold.

**Area:** 1 square foot per linear foot of lease frontage.  
**Sign Type:** Standard internally-illuminated pan channel letters and/or logos facelit and/or halo lit.  
**Attachment:** Flush mounted or pin mounted to fascia with 1.5" spacers  
**Height:** Not to exceed 50% of fascia height.  
**Length:** Not to exceed 70% of fascia length.

*When architectural element is present, minimum of 12" border required on all sides.*



Promotional Signs

5.5.1.c

3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:

LAGUNA HILLS PLAZA

Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

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22. 10/06/23 - JM

CUSTOMER / LANDLORD APPRO

SIGNATURE

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5 12

Packet Pg. 206

Attachment: Attachment C - Proposed Master Sign Program (3343 : Site Development Permit/ Master Sign Program No. USE-0140-2023)



Major Tenant Wall Signs - Sign Type **B**

**Quantity:** (1) primary sign per street or parking lot facing elevation.

**Area:** 1 square foot per linear foot of lease frontage.

**Sign Type:** Standard internally-illuminated pan channel letters and/or logos facelit and/or halo lit.

**Attachment:** Flush mounted or pin mounted to fascia with 1.5” spacers

**Height:** Not to exceed 50% of fascia height.

**Length:** Not to exceed 70% of fascia length.

*When architectural element is present,  
minimum of 12” border required on all sides.*



3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

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Revision:

- 17. 09/01/23 - JM 23. 10/09/23 -
- 18. 09/05/23 - JM 24. 10/12/23 -
- 19. 09/12/23 - JM
- 20. 09/18/23 - JM
- 21. 10/05/23 - JM
- 22. 10/06/23 - JM

CUSTOMER / LANDLORD APPRO

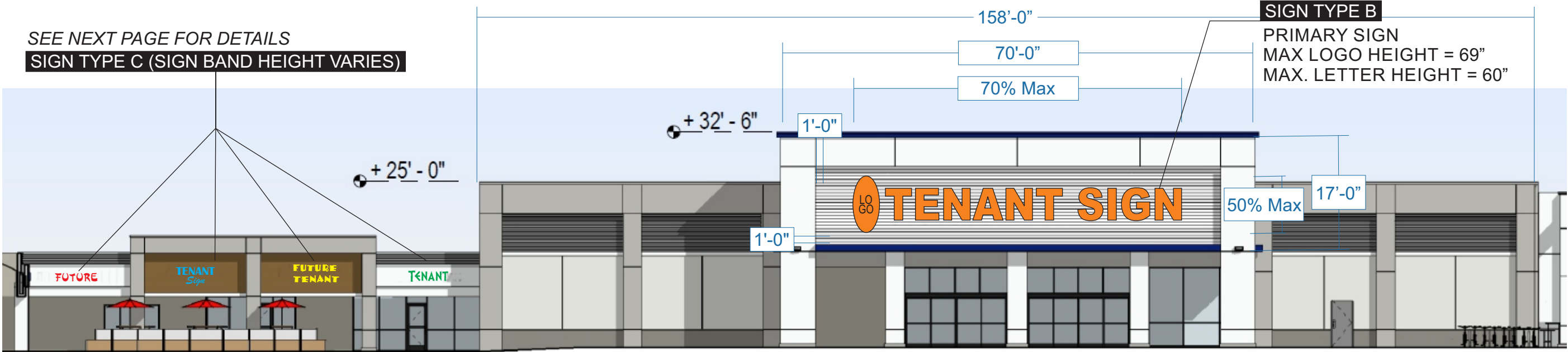
SIGNATURE

DATE

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BUILDING B - EAST ELEVATION

SCALE: 1/16" = 1'-0"

Attachment: Attachment C - Proposed Master Sign Program (3343 : Site Development Permit/ Master Sign Program No. USE-0140-2023)

Shop Tenant Wall Signs - Sign Type **C**

**Quantity:** (1) primary sign per street or parking lot facing elevation. Maximum of (2) signs per leasehold.

**Area:** 1 square foot per linear foot of lease space per street or parking lot facing elevation.

**Sign Type:** Standard internally-illuminated pan channel letters and/or logos facelit and/or halo lit.

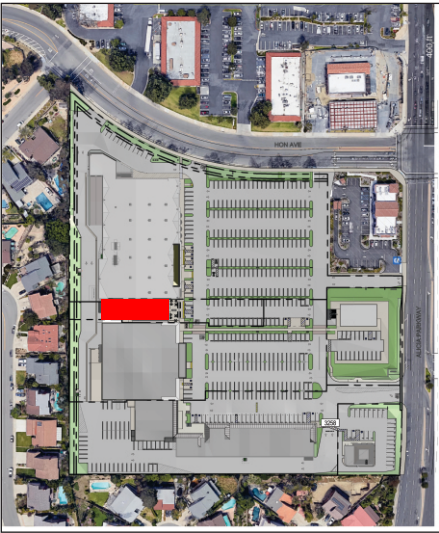
**Attachment:** Flush mounted or pin mounted to fascia with 1.5” spacers.

**Height:** Sign must remain 12” clear from top & bottom edges where architectural sign band occurs.

**Length:** Not to exceed 70% of fascia length.

PRIMARY SIGN  
MAX LOGO HEIGHT = 48”  
MAX. LETTER HEIGHT = 36”

STACKED COPY IS PERMITTED PROVIDING IT ADHERES TO THE ABOVE



3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

Revision:

- 17. 09/01/23 - JM 23. 10/09/23 -
- 18. 09/05/23 - JM 24. 10/12/23 -
- 19. 09/12/23 - JM
- 20. 09/18/23 - JM
- 21. 10/05/23 - JM
- 22. 10/06/23 - JM

CUSTOMER / LANDLORD APPRO

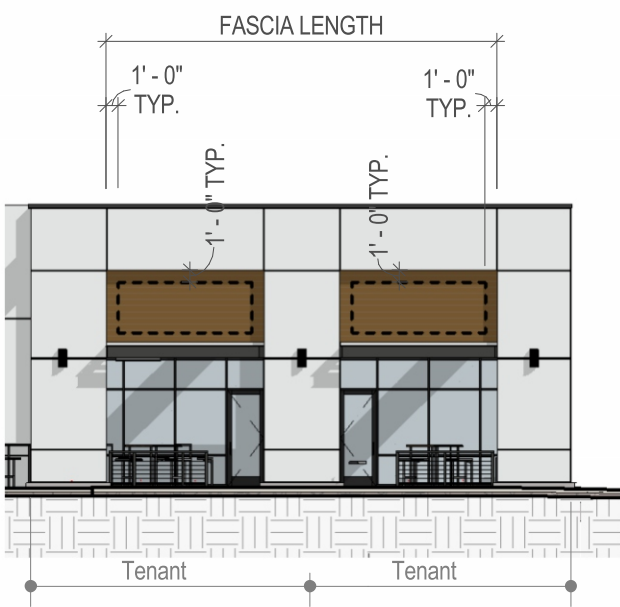
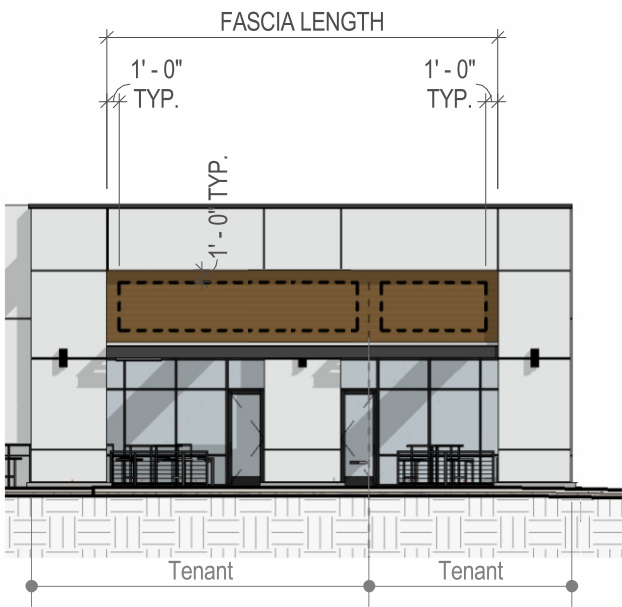
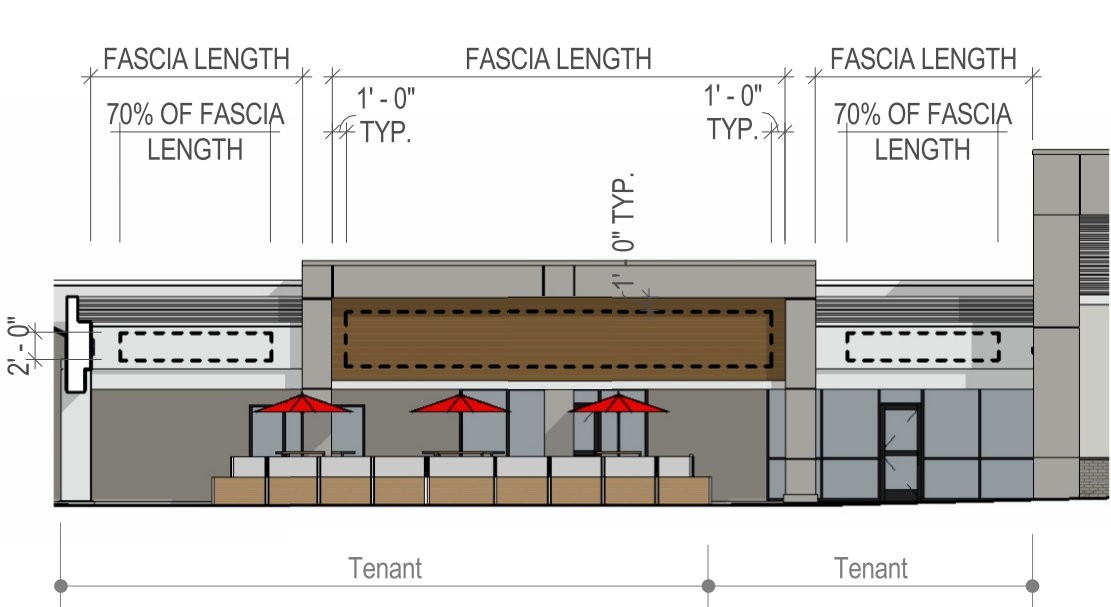
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NOTE: IN CERTAIN CASES TENANT LEASE SPACE IS OFFSET FROM TENANT’S SIGN BAND



Shop Tenant Wall Signs (cont.) - Sign Type C

**Quantity:** (1) primary sign per street or parking lot facing elevation. Maximum of 2 for end cap tenant.

**Area:** 1 square foot per linear foot of lease space per street or parking lot facing elevation.

**Sign Type:** Standard internally-illuminated pan channel letters and/or logos facelit and/or halo lit.

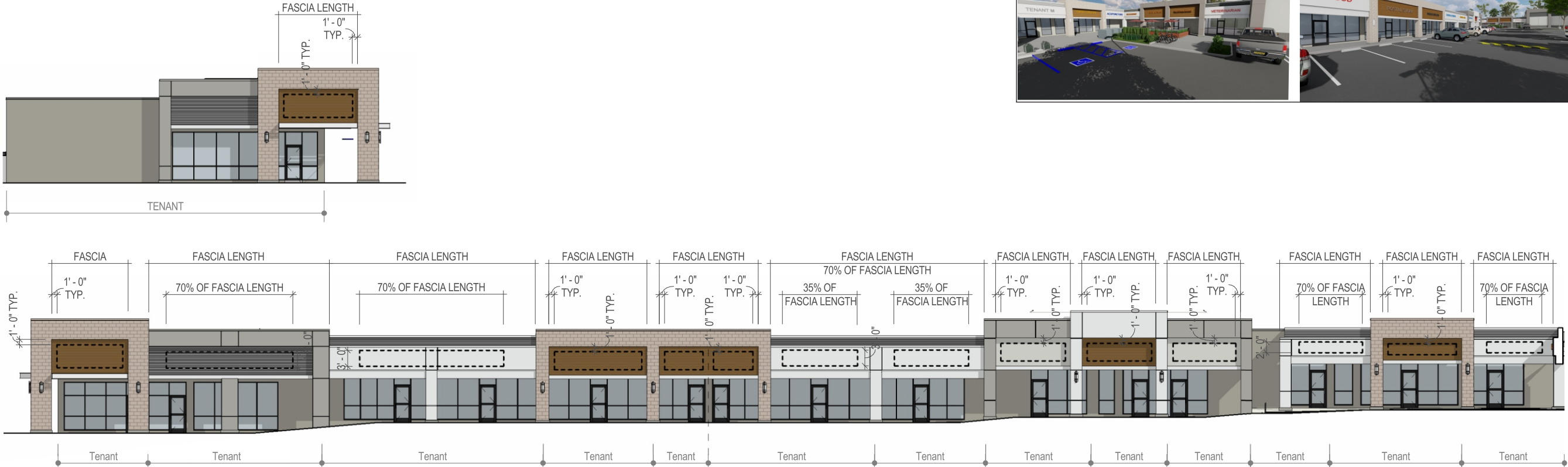
**Attachment:** Flush mounted or pin mounted to fascia with 1.5” spacers.

**Height:** Sign must remain 12” clear from top & bottom edges where architectural sign band occurs.

**Length:** Not to exceed 70% of fascia length.

PRIMARY SIGN  
MAX LOGO HEIGHT = 48”  
MAX. LETTER HEIGHT = 36”

STACKED COPY IS PERMITTED PROVIDING IT ADHERES TO THE ABOVE



NOTE: IN CERTAIN CASES TENANT LEASE SPACE IS OFFSET FROM TENANT’S SIGN BAND



3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

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- 21. 10/05/23 - JM
- 22. 10/06/23 - JM

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Multi-Pad Tenant Wall Signs - Sign Type **D** (Final Elevations Pending)

**Quantity:** Maximum of (4) wall signs per leasehold.

**Height Max:** Logos: 60" | Letters: 36"

**Area:** 1 square foot per linear foot of lease space per street or parking lot facing elevation.

**Sign Type:** Standard internally-illuminated pan channel letters and/or logos facelit and/or halo lit.

**Attachment:** Flush mounted or pin mounted to fascia with 1.5" spacers.

*When architectural element is present,  
minimum of 12" border required on all sides.*

MAX LOGO HEIGHT = 60"  
MAX. LETTER HEIGHT = 36"  
MAX STACKED HEIGHT: 6'



3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM

DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

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- 20. 09/18/23 - JM
- 21. 10/05/23 - JM
- 22. 10/06/23 - JM

CUSTOMER / LANDLORD APPRO

SIGNATURE

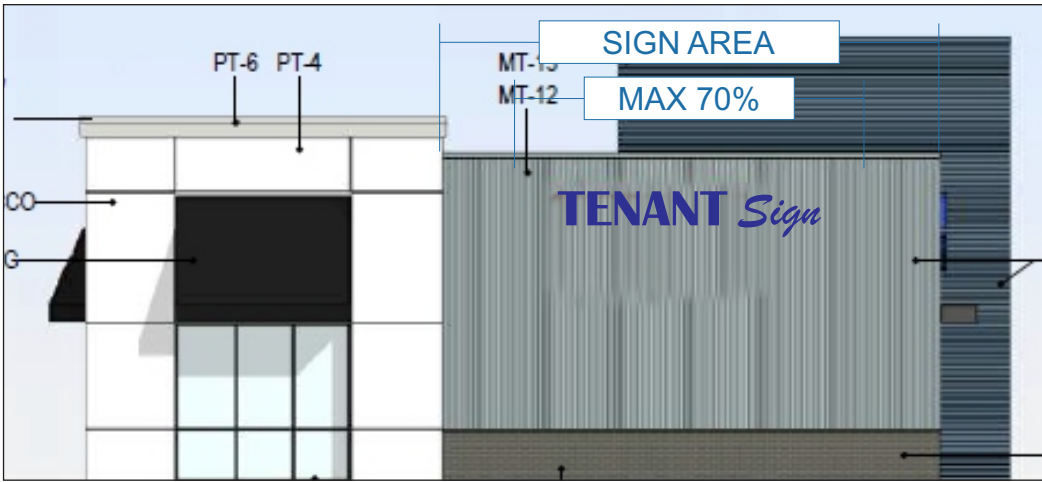
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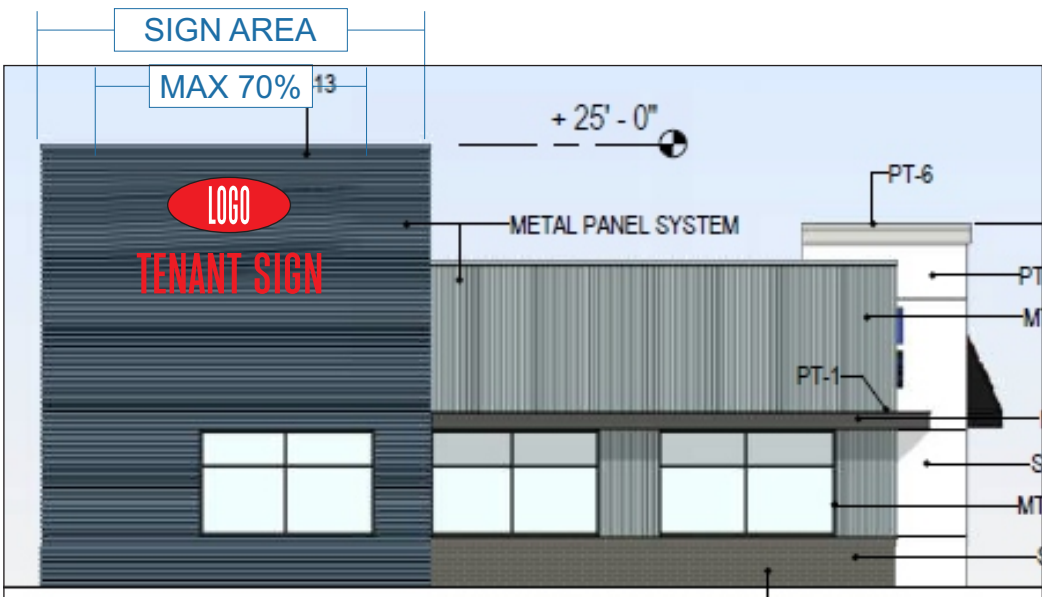
East Elevation

SCALE: 3/32" = 1'-0"



South Elevation

SCALE: 3/32" = 1'-0"



West Elevation

SCALE: 3/32" = 1'-0"



North Elevation

SCALE: 3/32" = 1'-0"

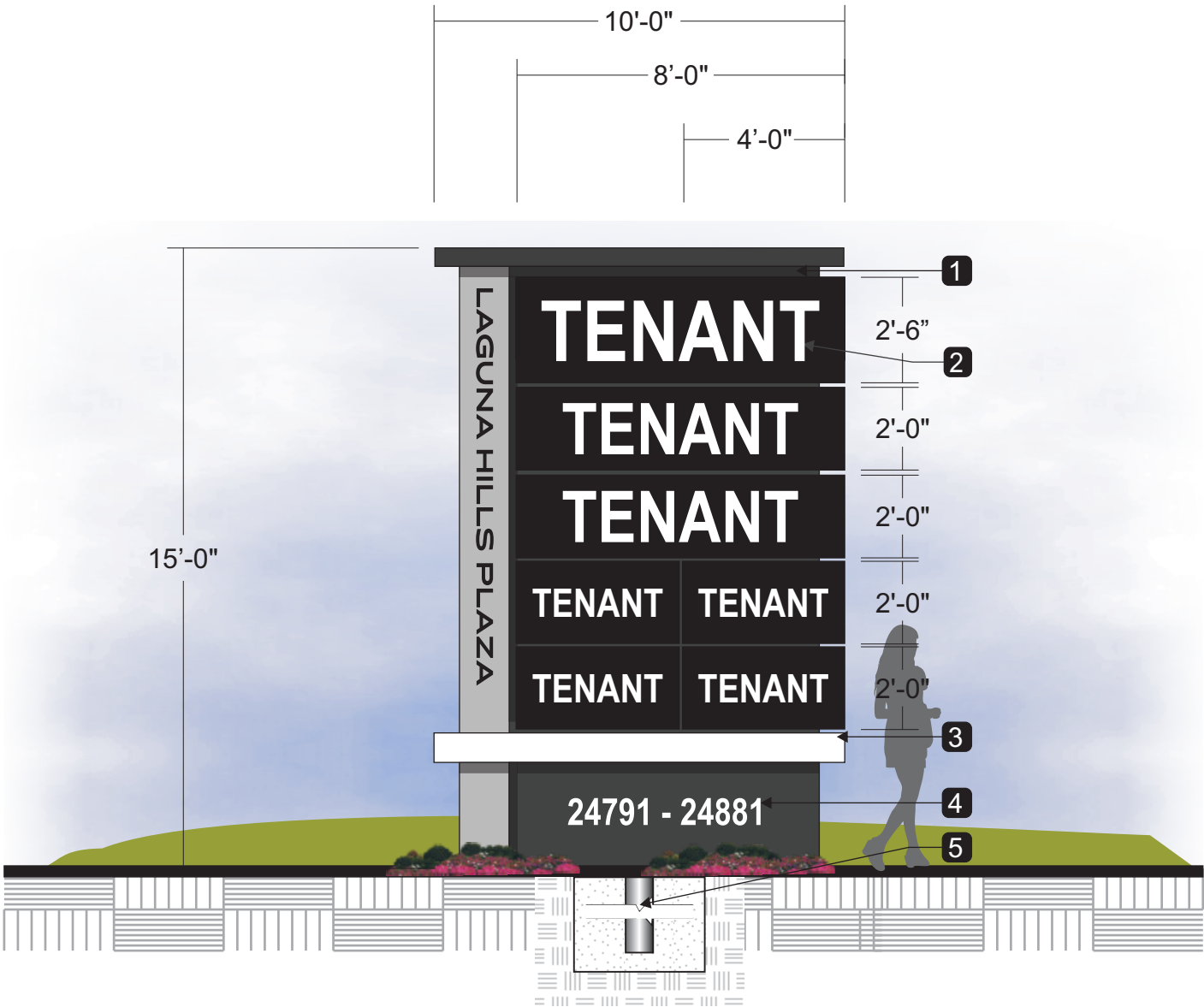


Multi-Tenant Monument - Sign Type **M**

**Quantity:** (2) double-sided signs on Alicia Parkway.  
**Sign Type:** Internally illuminated multi-tenant signs to replace existing.



EXISTING CONDITIONS - SIGNS TO BE REPLACED



DOUBLE-SIDED MONUMENT SIGN SCALE: 1/4" = 1'-0"

- 1 FABRICATED ALUMINUM PAINTED TO MATCH PROJECT COLORS (TBD)
- 2 INTERNALLY ILLUMINATED ALUMINUM PANELS PAINTED BLACK AND ROUTED-OUT FOR WHITE ACRYLIC PUSH-THRU COPY.
- 3 INTERNALLY ILLUMINATED ALUMINUM PANELS PAINTED BLACK AND ROUTED-OUT FOR WHITE ACRYLIC PUSH-THRU COPY.
- 4 FLAT CUT OUT ALUMINUM ADDRESS NUMBERS PAINTED WHITE
- 5 EXISTING FOOTING TO BE RE-USED (STRUCTURAL ENGINEERING PENDING)

3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

Revision:

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- 22. 10/06/23 - JM

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DATE

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Multi-Tenant Monument - Sign Type N Hon Ave.

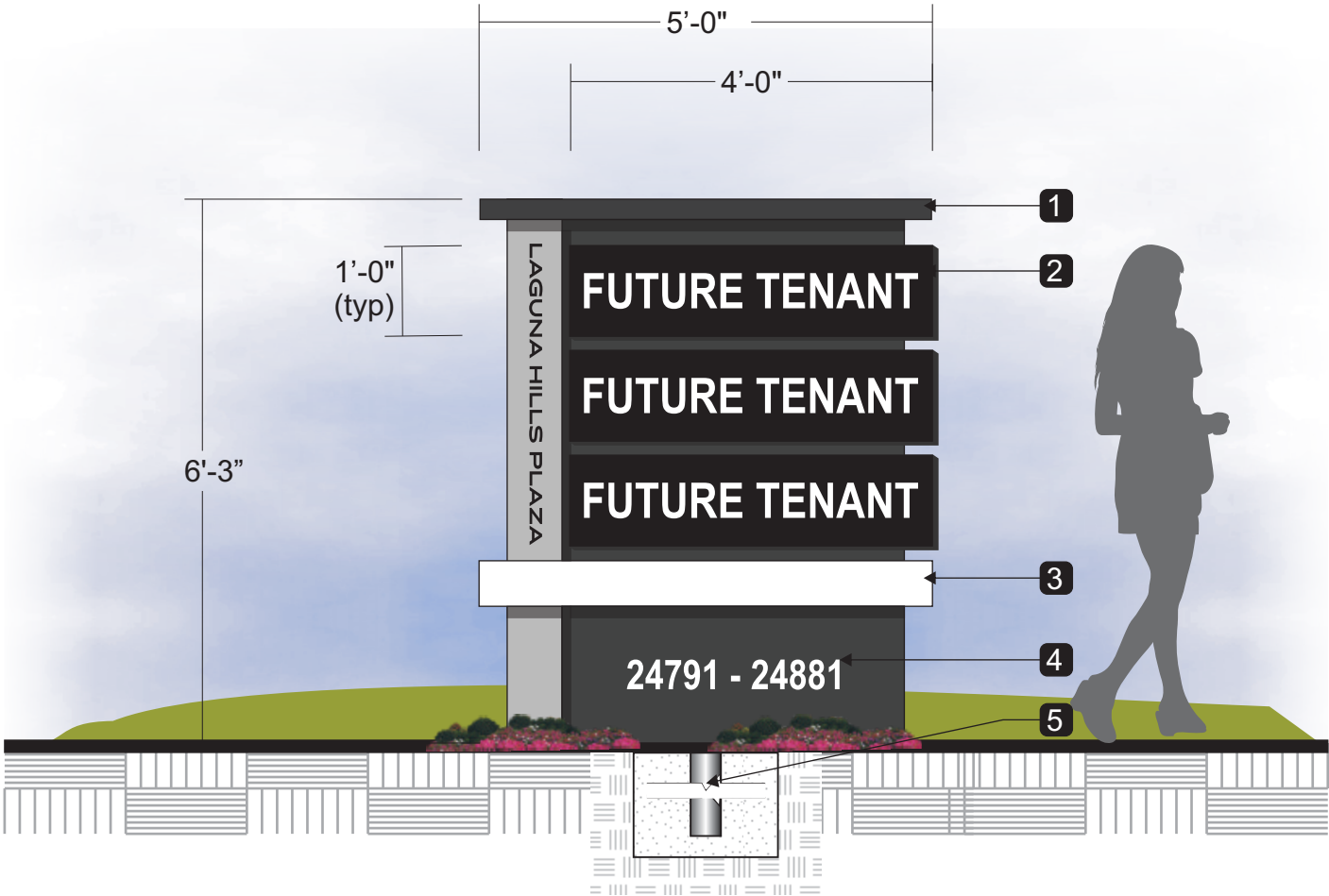
Quantity: (1) double-sided sign on Hon Ave.

Sign Type: Internally illuminated multi-tenant signs to replace existing.



EXISTING CONDITIONS - HON AVENUE

SIGN TO BE REPLACED



DOUBLE-SIDED MONUMENT SIGN SCALE: 1/2" = 1'-0"

- 1 FABRICATED ALUMINUM PAINTED TO MATCH PROJECT COLORS (TBD)
- 2 INTERNALLY ILLUMINATED ALUMINUM PANELS PAINTED BLACK AND ROUTED-OUT FOR WHITE ACRYLIC PUSH-THRU COPY.
- 3 INTERNALLY ILLUMINATED ALUMINUM PANELS PAINTED BLACK AND ROUTED-OUT FOR WHITE ACRYLIC PUSH-THRU COPY.
- 4 FLAT CUT OUT ALUMINUM ADDRESS NUMBERS PAINTED WHITE
- 5 EXISTING FOOTING TO BE RE-USED

3301 S. Susan St.  
Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

05/05/22

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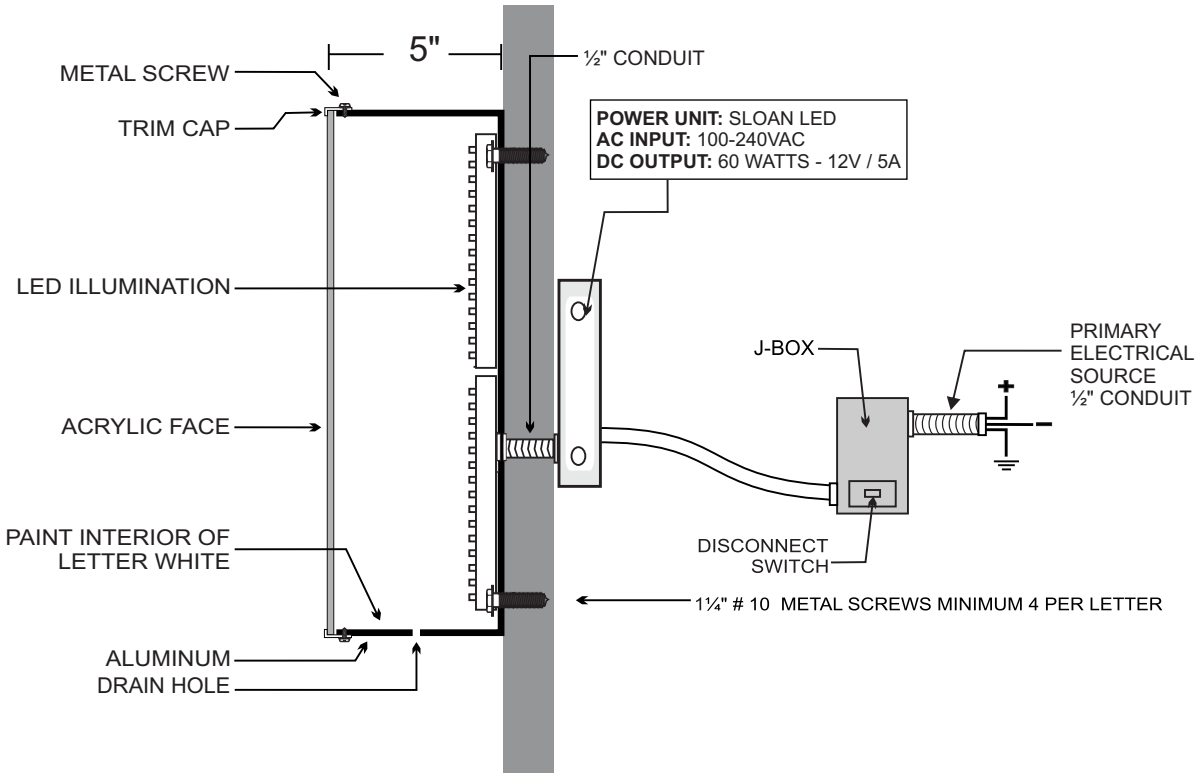
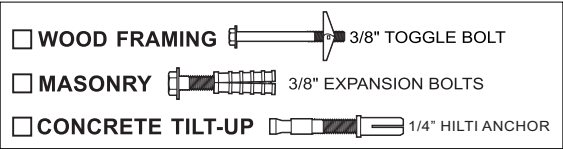
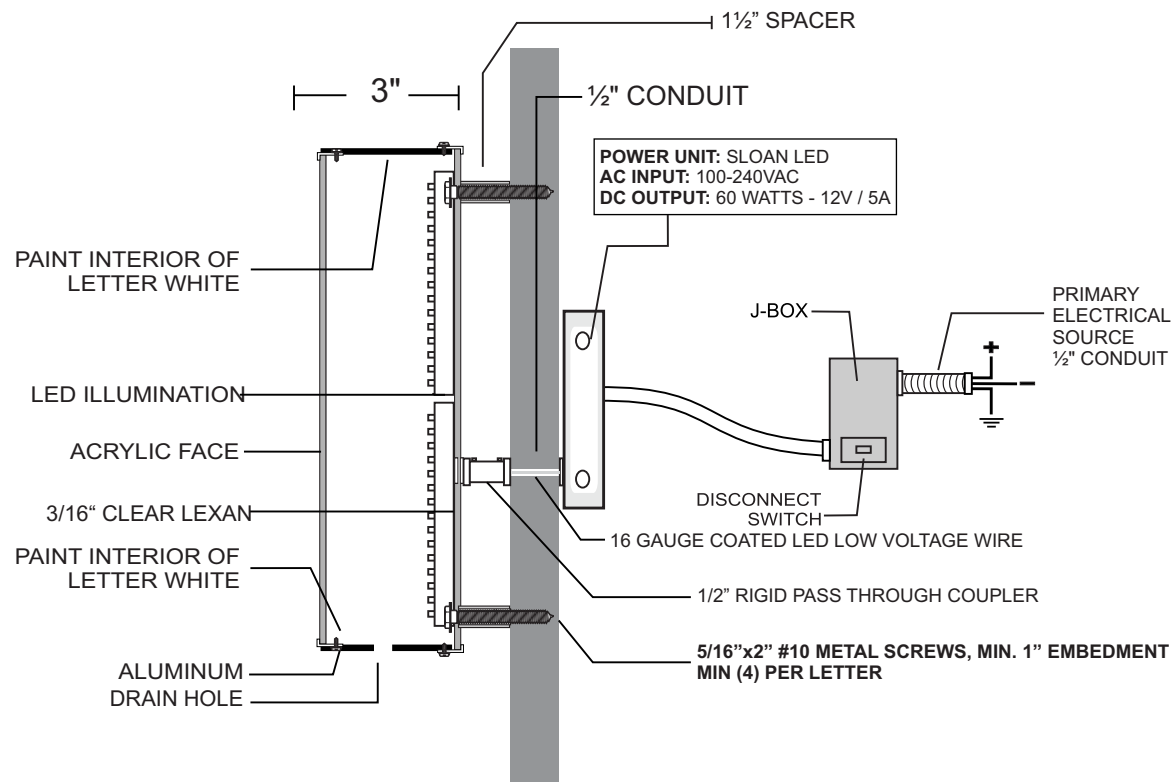
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Typical Wall Sign Section Detail



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Santa Ana, CA 9270  
714-540-5454 Ph  
714-540-5959 Fax

Client:



Address:

24901 Alicia Parkway

City:

Laguna Hills, CA.

Drawn By: Salesperson:

JM DC

Drawing Number: Option:

SP - Milan Laguna Hills Plaza

Drawing Date:

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- 20. 09/18/23 - JM
- 21. 10/05/23 - JM
- 22. 10/06/23 - JM

CUSTOMER / LANDLORD APPRO

SIGNATURE

DATE

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# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

---

**DATE:** October 24, 2023

**TO:** Mayor and Council Members

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

**ISSUE:** The City of Laguna Hills Memorial Day Race Event and the 3/5 Marine Battalion

---

**RECOMMENDATION:** That the City Council discuss and provide direction to Staff on the City's Memorial Day Race event and the event's support of the 3/5 Marine Battalion.

---

#### **SUMMARY:**

At the August 22, 2023, City Council meeting, Council Member Pezold requested that City Council continue discussions on the City's Memorial Day Race event and the event's support of the City's adopted 3<sup>rd</sup> Battalion, 5<sup>th</sup> Marines (commonly known as "3/5" or "Darkhorse"). Council Member Pezold's request for continued discussion was supported by Mayor Heft and Mayor Pro Tempore Wheeler. Comments were made to prompt further discussion such as: the event should honor all Marines that have lost their lives in service including Laguna Hills residents, a more consistent funding mechanism for the 3/5 should be established such as recent community assistance funding support for the Moulton Museum and other organizations, and parents of fallen Laguna Hills Marines should be included in the race event.

Currently, the City's race event is named "The City of Laguna Hills Memorial Day Half Marathon, 5K, and 10K Honoring the USMC Dark Horse Battalion," and a portion of race registration fees in the amount of \$3.00 per race registrant is provided annually to 3/5 Marine Support Committee ("Team Darkhorse") as community assistance funding to support the 3/5. Race registration for the 2024 race event is planned to open later this

## Memorial Day Race and the 3/5 Marines

October 24, 2023

Page 2

month; therefore, any direction provided by the City Council in regards to modifications to the race related to the 3/5 is timely and should occur prior to the opening of race registration.

Alternatively, and as recommended by Staff, any changes to the race event associated with the 3/5 Marines can wait until after the current five-year Spirit of Valor medal series is complete, which is after the 2024 event (or for the 2025 event). The last finishers medal in this series is the “2024 - Honoring Purple Heart Recipients” medal; and printed on the medals’ ribbon for all of the last four-years of this five-year series is “Honoring the USMC Dark Horse Battalion.” In addition to the 2024 finishers medal, participants who have raced in all five years of the medal series will receive the Spirit of Valor medal. An image of this medal series is attached to this report.

### **BACKGROUND:**

On August 28, 2007, per City Council Resolution No. 2007-08-28-2, the City of Laguna Hills formerly adopted the 3<sup>rd</sup> Battalion, 5<sup>th</sup> Marines, 1<sup>st</sup> Marine Division at Camp Pendleton. This resolution served as the catalyst for the formation of a Laguna Hills community based non-profit organization to provide ongoing support to the 3/5. In 2008, Team Darkhorse was formed to serve as this community organization. The City of Laguna Hills took over the management and sponsorship of the Memorial Day Half Marathon and 5K Race event from Saddleback Memorial Hospital in 2008. For over a decade, Team Darkhorse and the 3/5 Marines have been involved in the race.

On November 8, 2011, the City Council directed Staff to rename the race to the “Laguna Hills Memorial Half Marathon 10K & 5K Honoring the United States Marine Corps Dark Horse Battalion.” Shortly thereafter, on November 22, 2011, the City Council selected a pledge formula based on the number of race registrants for the purpose of providing future financial support to Team Darkhorse and the 3/5. Attached to this report for the Council’s reference, is the staff report presented to the City Council on November 22, 2011. This report provided three options for the City Council to consider on funding options for Team Darkhorse, and as stated above, the City Council selected the pledge formula option (or option 3). The amounts of community assistance funding provided each year to Team Darkhorse since the inception of the pledge formula is provided in the table below.

**Community Assistance Funding for  
Team Darkhorse**

|      |                |
|------|----------------|
| 2023 | \$7,107        |
| 2022 | \$7,797        |
| 2021 | \$3,675        |
| 2020 | RACE CANCELLED |
| 2019 | \$9,051        |
| 2018 | \$9,264        |
| 2017 | \$8,838        |
| 2016 | \$9,858        |
| 2015 | \$10,572       |
| 2014 | \$10,425       |
| 2013 | \$9,456        |
| 2012 | \$7,767        |

Beginning in 2014, the City Council approved the inclusion of Team Darkhorse banners honoring the 25 fallen 3/5 Marines into the City's patriotic banner display. These banners were displayed on the street median light poles along the race course streets of Paseo de Valencia and Alicia Parkway. At the request of the Gardner family, Marine Lance Corporal Derek Gardner, a resident and Laguna Hills High School alumnus who lost his life in Afghanistan, was included in this banner program beginning in 2016. In 2017, another Laguna Hills residents and alumnus of Laguna Hills High School who lost his life in service, Marine Lance Corporal Scott Oldroyd, was also included in the banner program.

All 27 of these tribute banners (including the tribute banners for both Gardner and Oldroyd) were displayed each year since 2017, along the race route, from the intersection of Paseo de Valencia and El Toro to Alicia Parkway, and then from Alicia Parkway to Moulton Parkway. The banners were installed on light poles just before Memorial Day and removed shortly after Fourth of July. However, the banner display was modified in 2019, because the trees in the center medians matured and prevented the banners from being clearly visible. Staff designed a new method for the banners to be displayed by constructing frames made from PVC pipes. The 27 banners each year from 2019<sup>1</sup>, with their respective stands, have been placed on the sidewalk along the race route during race day, clearly visible to race participants. Both the tribute banners

<sup>1</sup> No banner program was displayed during calendar year 2020 as the race event was cancelled because of the Covid Pandemic.

## Memorial Day Race and the 3/5 Marines

October 24, 2023

Page 4

of Gardner and Oldroyd have been placed on the race course at Hawk's Highway, close to the Laguna Hills High School, as a place of honor for them as former alumni.

### **FISCAL IMPACT:**

The City of Laguna Hills has provided community assistance funding to Team Darkhorse to support the 3/5 annually since 2012 based on a pledge formula based on the number of race participants. The average annual amount of funding is \$8,528 and a table within this staff report provides the actual annual amounts provided to Team Darkhorse.

### **ATTACHMENTS:**

- Attachment 1 - Legacy Medal Series
- Attachment 2 - November 22, 2011 Staff Report

## ATTACHMENT 1

## Legacy Medal Series: The Spirit of Valor Medal (2019 – 2024)





## ATTACHMENT 2

**CITY OF LAGUNA HILLS****CITY COUNCIL  
AGENDA REPORT  
COMMUNITY SERVICES DEPARTMENT**

---

**ISSUE: REQUEST TO UTILIZE THE CITY OF LAGUNA HILLS MEMORIAL DAY RACE FOR PROVIDING LONG-TERM FINANCIAL SUPPORT TO THE 3<sup>RD</sup> BATTALION, 5<sup>TH</sup> MARINES, 1<sup>ST</sup> DIVISION 501(C)(3) SUPPORT COMMITTEE**

---

**SUMMARY:**

At the meeting of November 8, 2011, the City Council directed staff to bring back a report at its November 22, 2011, meeting, regarding potential options for providing continued financial support to the 3<sup>rd</sup> Battalion, 5<sup>th</sup> Marines, 1<sup>st</sup> Division Support Committee ("3/5 Support Committee"). Several options are provided in this staff report for the City Council's consideration.

**BACKGROUND:**

At the November 8, 2011 meeting, the City Council directed staff to change the name of the City's Memorial Day race event to the "Laguna Hills Memorial Day Half Marathon, 10K, and 5K, Honoring the United States Marine Corps Dark Horse Battalion" ("Memorial Day Race"). The City Council also directed staff to bring back a report to the City Council on options for providing additional financial assistance to the 3/5 Support Committee. As the City Council is aware, an initial grant of \$10,000 was provided to the 3/5 Support Committee during the prior budget cycle to assist with their creation of a 501(c)(3) charitable organization and related costs associated with their initial battalion support activities. The 3/5 Support Committee utilized \$7,758 of the initial grant funds.

Listed below are options that the City Council could pursue for providing continued financial assistance to the 3/5 Support Committee.

---

**RECOMMENDATION: THAT THE CITY COUNCIL SELECT OPTION 1 REGARDING THE ESTABLISHMENT OF A METHODOLOGY FOR THE PROVISION OF PROVIDING FUTURE FINANCIAL ASSISTANCE TO COMMUNITY-BASED CHARITABLE ORGANIZATIONS / SERVICES.**

---

11/22/2011, ITEM 7.5.2

Agenda Report  
Funding of the 3/5 Support Committee  
Page 2

Option 1: Budget for Funding

As part of the City's Biennial Budget process, the City Council would allocate a sum of money to a newly created "Community Organization Financial Assistance Account." All organizations desiring to receive a financial contribution from the City or to contract with the City for the delivery of a free service to the community would be expected to submit a request to the City Council, prior to the final budget being adopted. Under this scenario, the City Council would then allocate some or all of the budgeted funds to the organizations of their choice and memorialize their action with the adoption of a Community Assistance Funding Resolution.

Under this scenario, a decision to provide a donation to the 3/5 Battalion would not necessarily be tied to the number of race participants in the Memorial Day Race. Additionally, if the City Council desires to make a direct donation to the 3/5 Support Committee during the current 2-year budget cycle, a budget amendment may be necessary and a Community Assistance Funding Resolution will be required.

Option 2: Voluntary Memorial Day Race Registration Donations

For the 2011 Memorial Day Race event, the City Council directed staff to add an option for race participants to voluntarily donate \$5 to support the 3/5 Marine Battalion. This voluntary contribution was not tied to the actual race registration fee or to the City's operating cost for the race. Two hundred and eighty-one (281) participants donated a total amount of \$1,405 to the 3/5 Support Committee through this mechanism.

Under this option, race participants would be given the opportunity to donate any amount they wish to the 3/5 Support Committee and staff could work with Renegade Racing to add more donation options such as a \$1, \$10, or a fill-in-the blank amount.

Option 3: Establish a Pledge Formula based on the Memorial Day Race

To cover the overall costs of the event, including direct and indirect expenses, the City could increase the race registration fee as long as the fee "does not exceed the reasonable costs to the local government of providing the service or product" (Proposition 26). At the last City Council meeting, the City Council discussed increasing the registration fee by \$3. This increase could be applied to the race registration fee at the discretion of the City. Race participants would be notified on the race registration website as well as the registration form that the "City *intends to donate* \$3 per race participant to the 3/5 Support Committee." In essence, this method is establishing a formula, or pledge, for a future donation amount to the 3/5 Support Committee.

After the race event, staff would present a report to the City Council of the overall costs of the event and the revenue and sponsorship intake. In addition, staff would present the number of paid race registrations. This number would be multiplied by \$3 to derive the intended donation amount for the 3/5 Support Committee. The donation to the 3/5

Agenda Report  
Funding of the 3/5 Support Committee  
Page 3

Support Committee would still need to be formalized with a Community Assistance Funding Resolution as a post event action by the City Council.

As was discussed at the November 8, 2011, meeting, the race fee increase would be applied to the Half Marathon, 10K, and 5K races only.

---

**RECOMMENDATION: THAT THE CITY COUNCIL SELECT OPTION 1 REGARDING THE ESTABLISHMENT OF A METHODOLOGY FOR THE PROVISION OF PROVIDING FUTURE FINANCIAL ASSISTANCE TO COMMUNITY-BASED CHARITABLE ORGANIZATIONS / SERVICES.**

---



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

---

**DATE:** October 24, 2023

**TO:** Mayor and Council Members

**FROM:** Janine Heft  
Mayor

**ISSUE:** Opposition to Assembly Constitutional Amendment (ACA) 1 and Assembly Constitutional Amendment (ACA) 13.

---

**RECOMMENDATION:** Mayor Heft recommends that the City Council direct staff to prepare a resolution supporting the Taxpayer Protection Act and letters of opposition to Assembly Constitutional Amendment (ACA) Nos. 1 and 13, and return to at a future meeting for City Council approval.

---

#### **SUMMARY:**

A constitutional amendment can be initiated by the Legislature if it passes both houses by a two-thirds vote. A constitutional amendment does not need the Governor's signature, but becomes part of the constitution only if the electorate approves it at the next general election. The Assembly approved two constitutional amendments September 6 that would impact taxpayer protections and the vote requirements needed to approve new taxes.

#### **ACA 1 (Aguiar-Curry) Local government financing: affordable housing and public infrastructure: voter approval**

Under the California Constitution, special taxes proposed by local governments require approval from two-thirds of the electorate to become active, a requirement approved by voters in 1978 under Proposition 13.

A constitutional amendment passed by the state Legislature during the 2023-24 legislative session seeks to change this to make it easier to pass tax increases that fund specified activities.

## Opposition to ACA 1 and ACA 13

October 24, 2023

Page 2

ACA 1 would lower the vote threshold for general obligation bonds and specified local special taxes – including parcel taxes and transactions and use taxes – to 55 percent if those measures finance affordable housing or public infrastructure.

### **ACA 13 (Ward) Voting thresholds**

The California Constitution provides that a proposed constitutional amendment and a statewide initiative measure each take effect only if approved by a majority of the votes cast on the amendment or measure. This measure would further provide that an initiative measure that includes one or more provisions that would amend the Constitution to increase the voter approval requirement to adopt any state or local measure would be approved by the voters only if the proportion of votes cast in favor of the initiative measure is equal to or greater than the highest voter approval requirement that the initiative measure would impose. The measure would specify that this voter approval requirement would apply to statewide initiative measures that appear on the ballot on or after January 1, 2024, which includes the Taxpayer Protect Act.

### **ATTACHMENTS:**

- Taxpayer Protection Act Fact Sheet
- California Tax Payer’s Association – “Weakening Proposition 13: How ACA 1 Would Make California a More Expensive Place to Live
- Southern California News Group - “ACA 13 Attacks both Proposition 13 and direct democracy in California”
- ACA 1 – Bill Text
- ACA 13 – Bill Text

# TAXPAYER PROTECTION

and Government Accountability Act

## GET THE FACTS

The **Taxpayer Protection and Government Accountability Act** will give voters the right to vote on all future state taxes and holds politicians accountable for new fees and other increased costs paid by working families and all Californians.

The measure increases accountability by requiring politicians to spend new or higher tax revenue on its intended purpose. It will provide much-needed relief to families, farmers, and business owners, helping them to combat the growing cost-of-living crisis facing all Californians.

The Act doesn't cut any current state or local government funding. It simply gives voters the right to vote on all future tax increases and stops working families from paying billions more in "hidden taxes" imposed by unelected bureaucrats.

### The Problem

**There is a cost-of-living crisis in California, and it's only getting worse.** California's high cost of living not only contributes to the state's skyrocketing poverty, rampant homelessness, and rising crime, but it also pushes working families and job-providing businesses out of the state.

**Californians pay the nation's highest state income tax, sales tax and gasoline tax.** According to the Census Bureau, we pay more in combined state and local taxes than any other state in the nation. Taxes are only part of the reason for California's rising cost-of-living crisis. We also pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, transportation, utilities and housing.

**But special interests keep demanding more from taxpayers and businesses.** State tax revenue has more than doubled from 2011-12 to 2021-22, and politicians are spending every penny they can. Despite a massive state budget surplus of \$46 billion and growing, state legislators and special interests proposed more than \$234 billion in new and higher state taxes in 2021. In 2022, they've already proposed another \$100 billion more. Local governments have stated they will seek tens of billions in higher local taxes in the coming years.

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Committee major funding from  
California Business Roundtable  
Howard Jarvis Taxpayers Association  
Funding details at [www.fppc.ca.gov](http://www.fppc.ca.gov)



## Taxpayer Protection & Government Accountability Act

### GIVES VOTERS AN INCREASED VOICE ON ANY NEW AND HIGHER TAXES

**Increases voters' voice on all statewide tax increases.** The Act requires state legislation imposing any new or higher taxes to be approved by a majority of voters in a statewide election.

**Closes tax loophole at the local level.** The Act will reinstate the two-thirds approval requirement for any new or higher “special taxes” proposed by initiative in a local election, while still maintaining the current majority vote requirement for general tax increases. This loophole was created when the California courts undid decades of voter-approved tax law requiring a 2/3 vote for all special taxes.

### DEMANDS ACCOUNTABILITY & TRANSPARENCY

**Eliminates all “hidden taxes.”** The Act reestablishes and clarifies what constitutes a tax or an exempt charge. It restricts the courts from punching new loopholes in Proposition 13 and Proposition 218 by requiring new revenues to be assigned to one of these two categories protected by the transparency and accountability provisions of the TPA. The Act prohibits unelected bureaucrats with no public accountability from imposing “hidden taxes” that could raise billions of dollars in revenue from working families and businesses. Under the measure, any revenue increase must be passed by either the voters or an elected body, making politicians accountable for cost increases on working families and businesses.

**Provides improved transparency on how new and higher taxes and exempt charges will be used.** The Act will require that all charges for products or services must be based on the *actual* cost to the government service of providing that product or service, and that those costs must also be reasonable, preventing politicians from placing additional franchise fees or other “hidden profit” onto private providers who ultimately pass them on to consumers. Simply put, government should not be making a “profit” off of the services it provides the people it serves.

**Holds politicians accountable for truthful description of the new tax proposals.** The Act will require that the Legislature and local governments include a legally enforceable, specific designation on the ballot for the use of proposed special taxes, the tax rate and the period the tax would be in effect (limited or in perpetuity). This provision will put an end to “bait and switch” taxes, where politicians say the new revenue will be used for one purpose, then redirect the funds after voters approve the new or increased tax.

**Prevents politicians and special interests from circumventing the requirements of this measure.** In order to ensure politicians and special interests do not flood the ballot with new and higher tax proposals or impose new or increased charges to before new protections are adopted in November, the Act requires all revenue proposals (taxes and exempt charges) adopted after January 1, 2022 to comply with the Act’s new accountability and transparency requirements.

# TAXPAYER PROTECTION

## FREQUENTLY ASKED QUESTIONS

### and Government Accountability Act

#### How are taxes raised now in California? What taxes can be raised by the Legislature?

Californians pay some of the highest taxes in the country. Tax revenue into state coffers has more than doubled (113%) since Fiscal Year 2010-11, growing from \$122.5 billion to \$261.5 billion in the FY 22-23 budget proposal. During that time, state tax revenue increased by 116% and state fees and other charges increased by 57%. In FY 22-23, taxpayers will pay \$231.4 billion in taxes to the state and an additional \$17.2 billion in fees. Despite this rapid increase in revenue, state expenditures have still grown faster, increasing 119% since 2010-11.

Under current law, the Legislature has authority to pass taxes on nearly everything that we need and use. Even those taxes for which there are current constitutional protections, including property taxes (via Prop. 13 in 1978) and food taxes for home use (via Prop. 163 in 1992), are still at risk from Legislative interference. While Prop. 13 secured the property tax rate, critically important components, including the definition of “new construction” and “transfer of property” were enacted via follow-up statutory language. These definitions can all be changed at the whim of the Legislature. With little to no support from the California courts, which have actively weakened existing taxpayer protections, there are few avenues to challenge efforts in the Legislature when they attempt to undermine even constitutionally protected taxes in California.

#### What new protections will taxpayers have under the Taxpayer Protection and Government Accountability Act?

The Taxpayer Protection and Government Accountability Act is a common-sense measure that gives California taxpayers the right to vote on *all* new and higher taxes and eliminates unelected bureaucrats’ ability to raise “hidden taxes” and fees without a vote of an elected body. Under the measure, taxpayers will have the final say on all proposed state tax measures after they have passed the Legislature with a 2/3 vote and the governor’s signature. At the local level, all taxes continue to require a vote of the electorate, consistent with current law. Importantly, at the local level, the Act restores critical components of Prop. 218 by requiring citizen-sponsored new or higher special tax ballot measures to pass with a 2/3 vote. In addition, the Act eliminates “hidden” taxes by prohibiting unelected bureaucrats at state or local agencies from passing new or increased fees or other costs. Under the Act, state regulations raising revenue through either fees or other charges must be approved by a majority of the Legislature and signed by the governor. Lastly, the Act provides additional accountability on taxes put on the ballot for voter-approval by requiring a *legally enforceable* use-of-funds, duration and rate each new or higher tax will be in effect to be included in the state tax statute or local tax ordinance.

#### What are “hidden taxes” and how does this measure impact them?

To avoid the political backlash of raising taxes or fees in the highest cost-of-living state in the country, California legislators pass vague, aspirational legislation that sets policy goals, but that also authorizes unelected bureaucrats like the California Air Resources Board to impose

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oppressive fees and taxes without a vote to achieve those goals. These bureaucratically imposed charges have raised billions of dollars in new revenue from hard working California families and small businesses. An example is the state's cap-and-trade program, which has raised billions of dollars from "hidden taxes" on gasoline and utilities, helping drive California gasoline and utility prices to the among the highest in the nation.

#### **How have the California courts undermined current taxpayer protections?**

Starting with Prop. 13 in 1978, and reaffirmed by Prop. 218 in 1996 and Prop. 26 in 2010, California voters have repeatedly and overwhelmingly voted to increase oversight and accountability on new and higher taxes. However, California courts have eroded these protections through cases such as *Cal Chamber v. California Air Resources Board*. In that case, the Court of Appeal created an entirely new, undefined category of revenue that could encompass almost anything and not be a "tax" that required a 2/3 vote of the Legislature or the electorate to implement. In a separate case, the California Court of Appeal struck down a major protection of Prop. 218 by ruling that a special tax increase placed on the ballot by an initiative petition required only a majority vote of the electorate to be adopted. This opens the door to collusion between local governments and special interest groups to effectively sidestep Prop. 218 with "citizen petition" that can be developed and publicized at public expense.

#### **What about in an emergency? Will the state or local governments be able to raise revenue, if needed?**

The Taxpayer Protection Act does not change how local governments raise revenue, other than requiring an additional transparency when drafting ballot language for voter approval. At the state level, under the Act, nothing prohibits the Legislature from calling a special election to place a revenue increase on the ballot, should funds to address an emergency be needed prior to the next general election.

#### **Special interests have spent decades trying to undermine Prop. 13. How does the Taxpayer Protection Act affect those efforts, including future split-roll efforts?**

Since its passage more than 40 years ago, special interests have spent millions attempting to undermine Prop. 13 in the Legislature, in the courts and at the ballot box. In 2020, special interests placed a \$15 billion split-roll property tax on the ballot. However, California voters, understanding its impact on the cost-of-living, voted down the measure. Undeterred, special interests continue to look for avenues to undermine Prop. 13. One of these tactics is to redirect property tax dollars, which is currently collected and distributed by local governments, and have the state reallocate the tax revenue for other purposes. The Taxpayer Protection Act prevents these efforts to undermine Prop. 13 by mandating that property tax revenue remain in the county in which it was collected.

#### **Will the Taxpayer Protection Act cut current spending?**

No. The Act does nothing to current spending or revenue collection. Under the Act, all existing taxes and "fees" will remain in effect. The Act only pertains to future new and increased tax revenue. The measure does require any tax measure placed before voters in 2022 to comply with its provisions in order to stop the state and local governments from attempting to raise revenue before the measure goes into effect.



## WEAKENING PROPOSITION 13: HOW ACA 1 WOULD MAKE CALIFORNIA A MORE EXPENSIVE PLACE TO LIVE

October 17, 2023

### WHAT WOULD ACA 1 DO?

**ACA 1 would make it easier for local governments to raise taxes.** ACA 1 would lower the number of votes necessary to raise local parcel and sales and use taxes. It also would make it easier for local governments to issue new debt that would be repaid by higher property taxes.

Under ACA 1, the vote requirement for sales and parcel taxes and local bonds would be reduced to 55 percent from the current two-thirds (66.6 percent) for taxes that fund down-market housing and related infrastructure.

### WOULD ACA 1 CHANGE PROPOSITION 13?

**Yes, ACA 1 would directly amend Article XIII A of the California Constitution, which is Proposition 13.** Proposition 13 requires a two-thirds vote for every local special tax. ACA 1 would erode Proposition 13 by weakening this protection.

### WHY DO PROPONENTS SUPPORT ACA 1?

**Proponents claim that it is too difficult for local governments to increase taxes to fund low-cost housing and related infrastructure.** However, records show that since January 1, 2018, voters have approved more than 70 percent of local tax and bond measures placed on the ballot, costing taxpayers billions of dollars annually in new taxes. Local governments have had little trouble passing tax increases.

### HOW WOULD THIS AFFECT MY PROPERTY TAX BILL?

**ACA 1 would lead to higher property tax bills.** Local governments can add substantial new costs to your property tax bill when they place tax measures on the ballot, including parcel taxes and property taxes that repay bonds. In some parts of California, these add-on taxes cost the average homeowner thousands of dollars each year. ACA 1 would lower the vote threshold necessary to approve these costly taxes, leading to more taxes on your property tax bill.

## I DON'T OWN PROPERTY – HOW WOULD ACA 1 IMPACT RENTERS AND BUSINESSES THAT LEASE PROPERTY?

**ACA 1 would increase the cost of rental housing and business leases.** ACA 1 would lead to higher rental costs by making it easier for local governments to pass new parcel taxes and bonds repaid by higher property taxes. For businesses that don't own property, this will result in higher lease costs, as most commercial leases include provisions to increase rent when higher property-related expenses are incurred.

## HOW WOULD THIS AFFECT SALES TAXES?

**ACA 1 would result in higher sales taxes, increasing the cost of everyday necessities and making it more difficult to run a business.** California's state-imposed sales tax rate is the highest in the United States, and local add-on rates push the combined sales tax rate to 10.75 percent in some parts of the state. Sales taxes, which ACA 1 would make easier to increase, substantially increase the cost of living in California by making it more expensive to buy things like school supplies, gasoline, household goods, and new homes.

## IF ACA 1 IS DEFEATED, DOES THIS MEAN MY LOCAL GOVERNMENT WON'T BE ABLE TO GET NEW FUNDING FOR PROGRAMS?

**No, local governments still will be able to ask voters to raise taxes with a two-thirds vote.** They can ask voters to approve new taxes using the same process that has been in place for more than 40 years.

## HOW MUCH WOULD ACA 1 COST TAXPAYERS?

According to an analysis by the California Tax Foundation, using data from prior elections, **ACA 1 would have cost taxpayers more than \$272 million in the last election cycle alone.**

## WHEN CAN I VOTE ON ACA 1?

**ACA 1 will appear before voters on November 5, 2024.**



OPINION • Opinion Columnist

## ACA 13 attacks both Proposition 13 and direct democracy in California



Paul Gann, left, and Howard Jarvis hold up their hands as their co-authored initiative Proposition 13 takes a commanding lead in the California primary, in Los Angeles, June 7, 1978. (AP Photo)



By **JON COUPAL** |

PUBLISHED: August 25, 2023 at 2:01 p.m. | UPDATED: August 25, 2023 at 2:02 p.m.

Less than two weeks ago, radical progressives in the California Legislature launched the most brazen sneak attack on California's iconic Proposition 13 in its 45-year history. Assemblyman Christopher Ward, backed by the new Speaker of the Assembly, Robert Rivas, introduced Assembly Constitutional Amendment 13 (ACA 13). It would amend the constitution to make it easier to raise taxes, by making it harder to pass citizens' initiatives that seek to enforce Proposition 13's two-thirds vote requirement for local special tax increases.

The specific target of ACA 13 is a citizens' initiative backed both by taxpayer organizations and the business community. The Taxpayer Protection and Government Accountability Act (TPA) has already qualified for the November 2024 ballot, and polling shows it to be popular with voters. The TPA closes several loopholes created by the courts that have allowed special interests to work with local governments to raise taxes with a simple majority vote instead of the two-thirds vote required by Proposition 13.





For example, the California Supreme Court's infamous Upland decision in 2017 turned 40 years of Prop. 13 jurisprudence on its head by suggesting that a citizens' initiative could raise taxes without a two-thirds vote. The TPA ends that game.

The TPA would also provide unprecedented transparency when tax-hike measures are on the ballot, allowing voters to know what these propositions will cost them. In other words, TPA is a threat to the status quo by effectively restoring taxpayer rights.

This column has repeatedly exposed the legislature's hostility to the tools of direct democracy. Weakening the recall power, increasing the cost to initiate a statute, changing the meaning of a referendum vote so that a "no" vote means "yes," are all proposals to deprive citizens of political power. But these direct democracy powers remain popular with the voting public – for good reason.

Since 1911, Californians have possessed powerful tools to control indolent or corrupt politicians. The rights of direct democracy – initiative, referendum, and recall – are enshrined in the California Constitution for reasons that are just as compelling in 2023 as they were more than a century ago.

There are two ways to amend the constitution in California. The legislature can put a proposed amendment on the ballot, or citizens can collect signatures for an initiative constitutional amendment. Either way, once on the ballot, constitutional amendments pass with a simple majority vote, and always have in California, since 1849.

But ACA 13 would change that. Legislative constitutional amendments would still pass with a simple majority, but a citizens' initiative constitutional amendment that requires a two-thirds vote for tax increases, such as Proposition 13 in 1978, would require a two-thirds vote to pass. Even Prop. 13 itself narrowly missed that threshold.

As noted above, the real target of ACA 13 is the Taxpayer Protection and Government Accountability Act. If approved by voters in November 2024, TPA will restore the original intent of several voter-approved taxpayer protection initiatives including Prop. 13, Prop. 218, and Prop. 26, all of which have been weakened by a tax-hungry legislature and a hostile judiciary.

Because the TPA initiative restores the two-thirds vote protection of Proposition 13, under ACA 13, it would have to be approved by a two-thirds vote of the statewide electorate. That is obviously more difficult to achieve and may leave taxpayers stuck paying the price for courts eroding Proposition 13.

Notably, California's current Constitution (the California Constitution of 1879), as ratified by the voters on May 7, 1879, by a simple majority vote, contained at least two provisions requiring two-thirds voter approval including the requirement that local bonds be approved by "the assent of two thirds of the qualified electors."

In fact, if the proposed ACA 13 standard were applied when the current California Constitution of 1879 was put before the voters, California would not have a constitution at all! So, it is perfectly consistent with California's constitution and history to have new constitutional amendments pass with a simple majority, even if those amendments require a super-majority vote to raise taxes.

ACA 13 is a cynical attempt to accomplish what "progressives" know they cannot do directly – repeal Prop. 13's protections. Voters are tired of being tricked and abused in California by politicians who want to keep raising taxes. That's why polls show the Taxpayer Protection and Government Accountability Act is likely to pass, and why politicians are desperate to stop it.

*Jon Coupal is president of the Howard Jarvis Taxpayers Association.*

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## The Opinionist

AMENDED IN ASSEMBLY JULY 13, 2023  
AMENDED IN ASSEMBLY MAY 30, 2023

CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

ASSEMBLY CONSTITUTIONAL AMENDMENT

NO. 1

Introduced by Assembly Members Aguiar-Curry, Berman, ~~and Haney~~ *Haney, Lee, and Wicks*  
(Principal coauthor: Senator Wiener)

(Coauthors: Assembly Members Addis, Arambula, *Bennett, Boerner, Bryan, Juan Carrillo, Friedman, Garcia, Grayson, Hart, Holden, Jackson, Kalra, Lowenthal, McCarty, Stephanie Nguyen, Ortega, Luz Rivas, Robert Rivas, Blanca Rubio, Santiago, Ting, Villapudua, Ward, ~~and Wood~~ Weber, Wilson, Wood, and Zbur*)

December 05, 2022

A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by amending Sections 1 and 4 of Article XIII A thereof, by amending Section 2 of, and by adding Section 2.5 to, Article XIII C thereof, by amending Section 3 of Article XIII D thereof, and by amending Section 18 of Article XVI thereof, relating to local finance.

## LEGISLATIVE COUNSEL'S DIGEST

ACA 1, as amended, Aguiar-Curry. Local government financing: affordable housing and public infrastructure: voter approval.

(1) The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions.

This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, ~~or~~ city and county, *or special district*, as applicable, and the proposition includes specified accountability requirements. The measure would specify that these provisions apply to any city, county, city and county, or special district measure imposing an ad valorem tax to pay the interest and redemption charges on bonded indebtedness for these purposes that is submitted at the same election as this measure.

(2) The California Constitution conditions the imposition of a special tax by a local government upon the approval of  $\frac{2}{3}$  of the voters of the local government voting on that tax.

This measure would authorize a local government to impose, extend, or increase a sales and use tax or transactions and use tax imposed in accordance with specified law or a parcel tax, as defined, for the purposes of funding the construction, *reconstruction*, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive ~~housing~~ *housing, or the acquisition or lease of real property for those purposes*, if the proposition proposing that tax is approved by *a majority vote of the membership of the governing board of the local government and by* 55% of its voters voting on the proposition and the proposition

Attachment: ACA 1 – Bill Text (3342 : Opposition to ACA 1 and ACA 13)

includes specified accountability requirements. This measure would also make conforming changes to related provisions. The measure would specify that these provisions apply to any local measure imposing, extending, or increasing a sales and use tax, transactions and use tax, or parcel tax for these purposes that is submitted at the same election as this measure.

(3) The California Constitution prohibits specified local government agencies from incurring any indebtedness exceeding in any year the income and revenue provided in that year, without the assent of  $\frac{2}{3}$  of the voters and subject to other conditions. In the case of a school district, community college district, or county office of education, the California Constitution permits a proposition for the incurrence of indebtedness in the form of general obligation bonds for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, to be adopted upon the approval of 55% of the voters of the district or county, as appropriate, voting on the proposition at an election.

This measure would expressly prohibit a special district, other than a board of education or school district, from incurring any indebtedness or liability exceeding any applicable statutory limit, as prescribed by the statutes governing the special district. The measure would also similarly require the approval of 55% of the voters of the city, county, city and county, or special district, as applicable, to incur bonded indebtedness, exceeding in any year the income and revenue provided in that year, that is in the form of general obligation bonds issued to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing projects, if the proposition proposing that bond includes specified accountability requirements. The measure would specify that this 55% threshold applies to any proposition for the incurrence of indebtedness by a city, county, city and county, or special district for these purposes that is submitted at the same election as this measure.

## Digest Key

Vote: 2/3 Appropriation: no Fiscal Committee: no Local Program: no

## Bill Text

Resolved by the Assembly, the Senate concurring, That the Legislature of the State of California at its 2023–24 Regular Session commencing on the fifth day of December 2022, two-thirds of the membership of each house concurring, hereby proposes to the people of the State of California, that the Constitution of the State be amended as follows:

**First**— That Section 1 of Article XIII A thereof is amended to read:

**SECTION 1.** (a) The maximum amount of any ad valorem tax on real property shall not exceed 1 percent of the full cash value of that property. The 1 percent tax shall be collected by the counties and apportioned according to law to the districts within the counties.

(b) The limitation provided for in subdivision (a) shall not apply to ad valorem taxes or special assessments to pay the interest and redemption charges on any of the following:

(1) Indebtedness approved by the voters before July 1, 1978.

(2) Bonded indebtedness to fund the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition.

(3) Bonded indebtedness incurred by a school district, community college district, or county office of education for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities.

approved by 55 percent of the voters of the district or county, as appropriate, voting on the proposition on or after November 8, 2000. This paragraph shall apply only if the proposition approved by the voters and resulting in the bonded indebtedness includes all of the following accountability requirements:

(A) A requirement that the proceeds from the sale of the bonds be used only for the purposes specified in this paragraph, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

(B) A list of the specific school facilities projects to be funded and certification that the school district board, community college board, or county office of education has evaluated safety, class size reduction, and information technology needs in developing that list.

(C) A requirement that the school district board, community college board, or county office of education conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed.

(D) A requirement that the school district board, community college board, or county office of education conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects.

(4) (A) Bonded indebtedness incurred by a city, county, city and county, or special district for the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing for persons at risk of chronic homelessness, including persons with mental illness, or the acquisition or lease of real property for public infrastructure, affordable housing, or permanent supportive housing for persons at risk of chronic homelessness, including persons with mental illness, approved by 55 percent of the voters of the city, county, city and county, or special district, as appropriate, voting on the proposition on or after the effective date of the measure adding this paragraph. This paragraph shall apply only if the proposition approved by the voters and resulting in the bonded indebtedness includes all of the following accountability requirements:

(i) A requirement that the proceeds from the sale of the bonds be used only for the purposes specified in this paragraph, and not for any other purpose, including city, county, city and county, or special district employee salaries and other operating expenses.

(ii) The specific local program or ordinance through which projects will be funded and a certification that the city, county, city and county, or special district has evaluated alternative funding sources.

(iii) A requirement that the city, county, city and county, or special district conduct an annual, independent performance audit to ensure that the funds have been expended pursuant to the local program or ordinance specified in clause (ii).

(iv) A requirement that the city, county, city and county, or special district conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the public infrastructure or affordable housing projects, as applicable.

(v) A requirement that the city, county, city and county, or special district post the audits required by clauses (iii) and (iv) in a manner that is easily accessible to the public.

(vi) A requirement that the city, county, city and county, or special district appoint a citizens' oversight committee to ensure that bond proceeds are expended only for the purposes described in the measure approved by the voters.

(B) For purposes of this paragraph:

(i) “Affordable housing” shall include housing developments, or portions of housing developments, that provide workforce housing affordable to households earning up to 150 percent of countywide median income, and housing developments, or portions of housing developments, that provide housing affordable to lower, low-, or very low income households, as those terms are defined in state law.

(ii) “At risk of chronic homelessness” includes, but is not limited to, persons who are at high risk of long-term or intermittent homelessness, including persons with mental illness exiting institutionalized settings, including, but not limited to, jail and mental health facilities, who were homeless prior to admission, transition age youth experiencing homelessness or with significant barriers to housing stability, and others, as defined in program guidelines.

(iii) “Permanent supportive housing” means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist residents in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. “Permanent supportive housing” includes associated facilities, if those facilities are used to provide services to housing residents.

(iv) “Public infrastructure” shall include, but is not limited to, projects that provide any of the following:

(I) Water or ~~protect~~ *protection of* water quality.

(II) Sanitary sewer.

(III) Treatment of wastewater or reduction of pollution from stormwater runoff.

(IV) Protection of property from impacts of sea level rise.

(V) Parks and recreation facilities.

(VI) Open space.

(VII) Improvements to transit and streets and highways.

(VIII) Flood control.

(IX) Broadband internet access service expansion in underserved areas.

(X) Local hospital construction.

(XI) Public safety buildings or facilities, equipment related to fire suppression, emergency response equipment, or interoperable communications equipment for direct and exclusive use by fire, emergency response, ~~police~~, *police*, or sheriff personnel.

(XII) Public library facilities.

(v) “Special district” has the same meaning as provided in subdivision (c) of Section 1 of Article XIII C and specifically includes a transit district, a regional transportation commission, and an association of governments, except that “special district” does not include a school district, redevelopment agency, or successor agency to a dissolved redevelopment agency.

(C) This paragraph shall apply to any city, county, city and county, or special district measure imposing an ad valorem tax to pay the interest and redemption charges on bonded indebtedness for those purposes described in this paragraph that is submitted at the same election as the measure adding this paragraph.

(c) (1) Notwithstanding any other provisions of law or of this Constitution, a school district, community college district, or county office of education may levy a 55-percent vote ad valorem tax pursuant to paragraph (3) of subdivision (b).

(2) Notwithstanding any other provisions of law or this Constitution, a city, county, city and county, or special district may levy a 55-percent vote ad valorem tax pursuant to paragraph (4) of subdivision (b).

**Second**— That Section 4 of Article XIII A thereof is amended to read:

SEC. 4. Except as provided by Section 2.5 of Article XIII C, a city, county, or special district, by a two-thirds vote of its voters voting on the proposition, may impose a special tax within that city, county, or special district, except an ad valorem tax on real property or a transactions tax or sales tax on the sale of real property within that city, county, or special district.

**Third**— That Section 2 of Article XIII C thereof is amended to read:

SEC. 2. Notwithstanding any other provision of this Constitution:

(a) Any tax imposed by a local government is either a general tax or a special tax. A special district or agency, including a school district, has no authority to levy a general tax.

(b) A local government may not impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax is not deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and before the effective date of this article, may continue to be imposed only if that general tax is approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held no later than November 6, 1996, and in compliance with subdivision (b).

(d) Except as provided by Section 2.5, a local government may not impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax is not deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

**Fourth**— That Section 2.5 is added to Article XIII C thereof, to read:

SEC. 2.5. (a) The imposition, extension, or increase of a sales and use tax imposed in accordance with the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code) or a successor law, a transactions and use tax imposed in accordance with the Transactions and Use Tax Law (Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code) or a successor law, or a parcel tax imposed by a local government for the purpose of funding the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing for persons at risk of chronic homelessness, including persons with mental illness, or the acquisition or lease of real property for public infrastructure, affordable housing, or permanent supportive housing for persons at risk of chronic homelessness, including persons with mental illness, is subject to approval by 55 percent of the voters in the local government voting on the proposition, if both of the following conditions are met:

(1) The proposition is approved by a majority vote of the membership of the governing board of the local government.

(2) The proposition contains all of the following accountability requirements:



(A) A requirement that the proceeds of the tax only be used for the purposes specified in the proposition, and not for any other purpose, including general employee salaries and other operating expenses of the local government.

(B) The specific local program or ordinance through which projects will be funded and a certification that the city, county, city and county, or special district has evaluated alternative funding sources.

(C) A requirement that the local government conduct an annual, independent performance audit to ensure that the proceeds of the special tax have been expended pursuant to the local program or ordinance specified in subparagraph (B).

(D) A requirement that the local government conduct an annual, independent financial audit of the proceeds from the tax during the lifetime of that tax.

(E) A requirement that the local government post the audits required by subparagraphs (C) and (D) in a manner that is easily accessible to the public.

(F) A requirement that the local government appoint a citizens' oversight committee to ensure the proceeds of the special tax are expended only for the purposes described in the measure approved by the voters.

(b) For purposes of this section, the following terms have the following meanings:

(1) "Affordable housing" shall include housing developments, or portions of housing developments, that provide workforce housing affordable to households earning up to 150 percent of countywide median income, and housing developments, or portions of housing developments, that provide housing affordable to lower, low-, or very low income households, as those terms are defined in state law.

(2) "At risk of chronic homelessness" includes, but is not limited to, persons who are at high risk of long-term or intermittent homelessness, including persons with mental illness exiting institutionalized settings, including, but not limited to, jail and mental health facilities, who were homeless prior to admission, transition age youth experiencing homelessness or with significant barriers to housing stability, and others, as defined in program guidelines.

(3) "Permanent supportive housing" means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist residents in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. "Permanent supportive housing" includes associated facilities, if those facilities are used to provide services to housing residents.

(4) "Local government" has the same meaning as provided in subdivision (b) of Section 1 of this article and specifically includes a transit district, a regional transportation commission, and an association of governments.

(5) "Public infrastructure" shall include, but is not limited to, the projects that provide any of the following:

(A) Water or ~~protect~~ *protection of* water quality.

(B) Sanitary sewer.

(C) Treatment of wastewater or reduction of pollution from stormwater runoff.

(D) Protection of property from impacts of sea level rise.

(E) Parks and recreation facilities.

(F) Open space.

(G) Improvements to transit and streets and highways.

(H) Flood control.

(I) Broadband internet access service expansion in underserved areas.

(J) Local hospital construction.

(K) Public safety buildings or facilities, equipment related to fire suppression, emergency response equipment, or interoperable communications equipment for direct and exclusive use by fire, emergency response, ~~police~~, *police*, or sheriff personnel.

(L) Public library facilities.

(c) This section shall apply to any local measure imposing, extending, or increasing a sales and use tax imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, a transactions and use tax imposed in accordance with the Transactions and Use Tax Law, or a parcel tax imposed by a local government for those purposes described in subdivision (a) that is submitted at the same election as the measure adding this section.

**Fifth**— That Section 3 of Article XIII D thereof is amended to read:

SEC. 3. (a) An agency shall not assess a tax, assessment, fee, or charge upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax imposed pursuant to Article XIII and Article XIII A.

(2) Any special tax receiving a two-thirds vote pursuant to Section 4 of Article XIII A or receiving a 55-percent approval pursuant to Section 2.5 of Article XIII C.

(3) Assessments as provided by this article.

(4) Fees or charges for property-related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service are not deemed charges or fees imposed as an incident of property ownership.

**Sixth**— That Section 18 of Article XVI thereof is amended to read:

SEC. 18. (a) A county, city, town, township, board of education, or school district, shall not incur any indebtedness or liability in any manner or for any purpose exceeding in any year the income and revenue provided for that year, without the assent of two-thirds of the voters of the public entity voting at an election to be held for that purpose, except that with respect to any such public entity that is authorized to incur indebtedness for public school purposes, any proposition for the incurrence of indebtedness in the form of general obligation bonds for the purpose of repairing, reconstructing, or replacing public school buildings determined, in the manner prescribed by law, to be structurally unsafe for school use, shall be adopted upon the approval of a majority of the voters of the public entity voting on the proposition at the election; nor unless before or at the time of incurring such indebtedness provision shall be made for the collection of an annual tax sufficient to pay the interest on such indebtedness as it falls due, and to provide for a sinking fund for the payment of the principal thereof, on or before maturity, which shall not exceed ~~forty~~ *40* years from the time of contracting the indebtedness. A special district, other than a board of education or school district, shall not incur any indebtedness or liability exceeding any applicable statutory limit, as prescribed by the statutes governing the special district as they currently read or may thereafter be amended by the Legislature.

(b) (1) Notwithstanding subdivision (a), any proposition for the incurrence of indebtedness in the form of general obligation bonds for the purposes described in paragraph (3) or (4) of subdivision (b) of Section 1 of Article XIII A shall be adopted upon the approval of 55 percent of the voters of the school district, community college

district, county office of education, city, county, city and county, or other special district, as appropriate, voting on the proposition at an election. This subdivision shall apply to a proposition for the incurrence of indebtedness in the form of general obligation bonds for the purposes specified in this subdivision only if the proposition meets all of the accountability requirements of paragraph (3) or (4) of subdivision (b), as appropriate, of Section 1 of Article XIII A.

(2) The amendments made to this subdivision by the measure adding this paragraph shall apply to any proposition for the incurrence of indebtedness in the form of general obligation bonds pursuant to this subdivision for the purposes described in paragraph (4) of subdivision (b) of Section 1 of Article XIII A that is submitted at the same election as the measure adding this paragraph.

(c) When two or more propositions for incurring any indebtedness or liability are submitted at the same election, the votes cast for and against each proposition shall be counted separately, and if two-thirds or a majority or 55 percent of the voters, as the case may be, voting on any one of those propositions, vote in favor thereof, the proposition shall be deemed adopted.

AMENDED IN SENATE SEPTEMBER 11, 2023  
 AMENDED IN ASSEMBLY SEPTEMBER 01, 2023  
 AMENDED IN ASSEMBLY AUGUST 17, 2023

CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

ASSEMBLY CONSTITUTIONAL AMENDMENT

NO. 13

**Introduced by Assembly Member Ward**  
**(Principal coauthors: Assembly Members Aguiar-Curry, Berman, and Lee)**  
**(Coauthors: Assembly Members Robert Rivas, Haney, Jackson, Ortega, and Rendon)**  
**(Coauthors: Senators Durazo, Gonzalez, Skinner, Smallwood-Cuevas, and Wiener)**

July 13, 2023

A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by amending Section 10 of, and adding Section 10.5 to, Article II thereof, and adding Section 7.8 to Article XI thereof, relating to voting.

## LEGISLATIVE COUNSEL'S DIGEST

ACA 13, as amended, Ward. Voting thresholds.

The California Constitution provides that a proposed constitutional amendment and a statewide initiative measure each take effect only if approved by a majority of the votes cast on the amendment or measure.

This measure would further provide that an initiative measure that includes one or more provisions that would amend the Constitution to increase the voter approval requirement to adopt any state or local measure would be approved by the voters only if the proportion of votes cast in favor of the initiative measure is equal to or greater than the highest voter approval requirement that the initiative measure would impose. *The measure would specify that this voter approval requirement would apply to statewide initiative measures that appear on the ballot on or after January 1, 2024.*

The California Constitution also permits initiative and referendum powers to be exercised by the voters of each city or county under procedures provided by the Legislature.

This measure would expressly authorize a local governing body to hold an advisory vote concerning any issue of governance for the purpose of allowing voters within the jurisdiction to voice their opinions on the issue. The measure would specify that an advisory question is approved only if a majority of the votes cast on the question are in favor.

This measure would further declare that its provisions are severable and that if any provision is held invalid, the other provisions of the act remain valid, as specified.

## Digest Key

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

Attachment: ACA 13 – Bill Text (3342 : Opposition to ACA 1 and ACA 13)

## Bill Text

WHEREAS, In an era of special interests and others attempting to manipulate the electoral process, it is important to preserve the fundamental right of California citizens to approve statewide initiative statutes and referenda by a majority vote; and

WHEREAS, Initiative measures proposing to amend the Constitution to increase the vote requirement above a majority vote to pass other state and local measures violate the principle of majority rule; and

WHEREAS, Citizens have a substantial interest in voicing their opinions on issues of local governance and must be allowed to approve local advisory measures by majority vote; and

*WHEREAS, The provisions of this measure are not intended to reverse or invalidate provisions of the Constitution in effect before January 1, 2024, including the provisions of Proposition 13 of 1978; and*

WHEREAS, The purpose of this measure is to do all of the following:

- (a) Retain the majority vote requirement to pass statewide initiative statutes and referenda;
- (b) Provide that any proposed initiative measure that would amend the Constitution to increase the voter approval requirement to pass other state or local measures is effective only if the initiative is approved by the highest vote requirement it imposes on other measures;
- (c) Constitutionally authorize local governments to submit questions to voters asking for their opinion on issues of governance; now, therefore, be it

Resolved, That this measure shall be known, and may be cited, as the Protect and Retain the Majority Vote Act; and be it further

Resolved by the Assembly, the Senate concurring, That the Legislature of the State of California at its 2023–24 Regular Session, commencing on the fifth day of December 2022, two-thirds of the membership of each house concurring, hereby proposes to the people of the State of ~~California~~, *California* that the Constitution of the State be amended as follows:

**First**— That Section 10 of Article II thereof is amended to read:

SEC. 10. (a) An initiative statute or referendum approved by the electors pursuant to Section 10.5 takes effect on the fifth day after the Secretary of State files the statement of the vote for the election at which the measure is voted on, but the measure may provide that it becomes operative after its effective date. If a referendum petition is filed against a part of a statute, the remainder of the statute shall not be delayed from going into effect.

(b) If provisions of two or more measures approved at the same election conflict, the provisions of the measure receiving the highest number of affirmative votes shall prevail.

(c) The Legislature may amend or repeal a referendum statute. The Legislature may amend or repeal an initiative statute by another statute that becomes effective only when approved by the electors unless the initiative statute permits amendment or repeal without the electors' approval.

(d) Before circulation of an initiative or referendum petition for signatures, a copy shall be submitted to the Attorney General who shall prepare a title and summary of the measure as provided by law.

(e) The Legislature shall provide for the manner in which a petition shall be circulated, presented, and certified, and the manner in which a measure shall be submitted to the electors.

**Second**— That Section 10.5 is added to Article II thereof, to read:

SEC. 10.5. (a) Except as provided in subdivision (b), a statewide initiative statute or referendum is approved if a majority of the votes cast on the measure are in favor.

(b) Notwithstanding Section 4 of Article XVIII or any other provision of the Constitution, an initiative measure that includes one or more provisions that amend the Constitution to increase the voter approval requirement to adopt any state or local measure is approved by the voters only if the proportion of votes cast in favor of the initiative measure is equal to or greater than the highest voter approval requirement that the initiative measure would impose for the adoption of any state or local measure.

*(c) This section applies to all statewide initiative measures submitted to the electors on or after January 1, 2024, including measures that appear on the ballot at the same election at which the measure adding this section is approved by the electors.*

**Third**— That Section 7.8 is added to Article XI thereof, to read:

SEC. 7.8. At any election, pursuant to procedures that the Legislature shall provide, a local governing body may hold an advisory vote concerning any issue of governance for the purpose of allowing voters within the jurisdiction to voice their opinions on the issue. An advisory question is approved only if a majority of the votes cast on the question are in favor. The results of the advisory vote shall in no manner be controlling on the sponsoring local governing body.

**Fourth**— The provisions of this measure are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this measure is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this measure. The people of the State of California hereby declare that they would have adopted this measure and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not declared invalid or unconstitutional without regard to whether any portion of this measure or application thereof would be subsequently declared invalid.





# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** October 24, 2023  
**TO:** Mayor and Council Members  
**FROM:** Jennifer Lee  
City Clerk  
**ISSUE:** Committee Assignment Reports

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**RECOMMENDATION:** That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

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#### **SUMMARY:**

The following are recent meetings and events attended by the City Council for their City Council Committee Assignments. It is order to receive a report from the Council Members listed below on their Committee Assignment(s).

- 1 Orange County Senior Citizen Advisory Council (SCAC)  
Mayor Pro Tempore Wheeler  
October 13 Full Council Regular Meeting
- 2 Orange County Transportation Authority (OCTA)  
Citizens Advisory Committee  
Mayor Pro Tempore Wheeler  
October 17 Regular Meeting
- 3 Orange County Senior Citizen Advisory Council (SCAC)  
Wellbeing Reimagined Committee  
Mayor Pro Tempore Wheeler  
October 18 Regular Meeting
- 4 Orange County Mosquito and Vector Control District (OCMVCD)  
Board of Trustees  
Council Member Pezold  
October 19 Regular Meeting