



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
OCTOBER 13, 2015
Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Dore J. Gilbert, M.D., Mayor

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

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

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CARRUTH

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON**

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON TESSIE MIRAKI.

1.2 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

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

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

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

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

3.2 APPROVAL OF MINUTES FOR SEPTEMBER 22, 2015, REGULAR MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE SEPTEMBER 22, 2015, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED OCTOBER 13, 2015

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$954,486.16.

3.4 AWARD OF CONTRACT FOR THE COMMUNITY CENTER AND
SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514

RECOMMENDATION: THAT THE CITY COUNCIL AWARD THE CONTRACT FOR THE LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514, TO HORIZONS CONSTRUCTION COMPANY INTERNATIONAL INC., IN THE LOW BID AMOUNT OF \$313,154.30.

3.5 THREE-YEAR EVENT MANAGEMENT PROFESSIONAL SERVICES
AGREEMENT WITH RENEGADE RACING FOR THE 2016, 2017, AND
2018 MEMORIAL DAY RACE EVENTS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE EVENT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF LAGUNA HILLS AND MAKE-U-FIT PRODUCTIONS, LLC, DBA RENEGADE RACING, FOR EVENT MANAGEMENT SERVICES FOR THE 2016, 2017, AND 2018 MEMORIAL DAY RACE EVENTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

4.2 PUBLIC COMMENTS

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

4.3 APPROVAL OF MINUTES FOR SEPTEMBER 22, 2015

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE SEPTEMBER 22, 2015, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 CONDITIONAL USE PERMIT (CUP) NO. 6-15-3254, A
REQUEST BY PLANCOM, INC., ON BEHALF OF VERIZON
WIRELESS, TO ESTABLISH AND OPERATE A NEW

WIRELESS COMMUNICATIONS FACILITY (WCF)
STEALTHED AS A MONOEUCALYPTUS TREE AT
22933 TRITON WAY IN THE MIXED USE ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CUP NO. 6-15-3254; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 6-15-3254, A REQUEST BY PLANCOM, INC., ON BEHALF OF VERIZON WIRELESS, TO ESTABLISH A NEW WIRELESS COMMUNICATIONS FACILITY (WCF) STEALTHED AS A MONOEUCALYPTUS TREE AT 22933 TRITON WAY IN THE (MXU) MIXED-USE ZONE."

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS
6. ADMINISTRATIVE REPORTS
 - 6.1 City Manager
7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR
8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council will be October 27, 2015, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, MELISSA AU-YEUNG, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by October 9, 2015, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

October 9, 2015

DATE

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

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

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
SEPTEMBER 22, 2015**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Gilbert called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: MAYOR GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

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

CLOSED SESSION REPORT

There was no Closed Session report.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

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

1.2 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

CHAIR KAREN ROBBINS PROVIDED AN UPDATE ON THE STATUS OF THE 3/5 DARK HORSE COMMITTEE.

1.3 CERTIFICATE OF RECOGNITION FOR ABBY ROE, A MEMBER OF THE USA ALL-STAR WOMEN'S BASEBALL TEAM

MAYOR PRO TEMPORE KOGERMAN PRESENTED A CERTIFICATE OF RECOGNITION TO ABBY ROE, A MEMBER OF THE USA ALL-STAR WOMEN'S BASEBALL TEAM.

Mayor Gilbert took Item No. 1.5 out of order on the Agenda.

1.5 PROCLAMATION - FIRE PREVENTION WEEK, OCTOBER 4, 2015, THROUGH OCTOBER 10, 2015

COUNCIL MEMBER SEDGWICK PRESENTED A PROCLAMATION TO CHRIS LINTON, PROBATIONARY FIREFIGHTER FOR THE ORANGE COUNTY FIRE AUTHORITY, PROCLAIMING OCTOBER 4, 2015, THROUGH OCTOBER 10, 2015, AS FIRE PREVENTION WEEK.

1.4 MOULTON NIGUEL WATER DISTRICT PRESENTATION REGARDING AN UPDATE ON THE STATEWIDE DROUGHT AND THE DISTRICT'S RESPONSE

THE CITY COUNCIL RECEIVED A BRIEF ORAL REPORT AND POWERPOINT PRESENTATION FROM JOONE LOPEZ, GENERAL MANAGER OF THE MOULTON NIGUEL WATER DISTRICT.

2. PUBLIC COMMENTS

LAGUNA HILLS HIGH SCHOOL MARCHING BAND COMPETITION

Bill Frey, Laguna Hills resident, stated that he is representing the Laguna Hills High School Music Booster Program and addressed the City Council in regards to the upcoming Laguna Hills High School Marching Band Competition to be held on October 24, 2015. Mr. Frey expressed his concerns regarding the parking situation for the special event and requested City Council's guidance and assistance in coming up with a solution to alleviate the parking problem. Mr. Frey and the Laguna Hills High School Music Boosters will continue to work with Public Services staff in an effort to come up with a solution for parking at the event.

PARKING NEAR BECKENHAM PARK

Mary Pruitt, Laguna Hills resident, reported that the parking situation on Beckenham Street, which she had previously reported to City Council, was addressed at the Traffic Commission meeting of September 16, 2015. Ms. Pruitt stated that the recommendation is a positive one for the neighborhood and requested City Council's help in expediting the solution.

CURBS ON SHENANDOAH

Meg Gorham, Laguna Hills resident, addressed the City Council regarding her concerns about the condition of the rolled-curbs along Shenandoah Drive. Ms. Gorham stated that Shenandoah Drive is the only street in Nellie Gail which does not have standard curbs and the residents along Shenandoah Drive would like to see standard curbs installed. City Manager Channing stated that staff would prepare a Staff Report for a future City Council meeting addressing this issue.

3. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, WITH MAYOR GILBERT REMOVING ITEM NO. 3.2, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BLOUNT.

APPROVED BY A VOTE OF 5-0.

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

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

- 3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED SEPTEMBER 22, 2015.

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$668,636.53.

- 3.4 AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH HARTZOG & CRABILL, INC. FOR THE PASEO DE VALENCIA TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 168A.

THE CITY COUNCIL APPROVED AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARTZOG & CRABILL, INC., ASSOCIATED TO THEIR WORK ON THE PASEO DE VALENCIA TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 168A, AND AUTHORIZED THE MAYOR TO SIGN AMENDMENT NO. 2.

- 3.5 PROGRESS PAYMENT NO. 3 FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF \$456,114.10 TO LEHMAN CONSTRUCTION FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240

ITEMS REMOVED FROM THE CONSENT CALENDAR

- 3.2 APPROVAL OF MINUTES FOR SEPTEMBER 8, 2015, REGULAR MEETING

Mayor Gilbert removed Item No. 3.2 from the Consent Calendar due to his absence at the September 8, 2015, Regular Meeting.

**THE CITY COUNCIL APPROVED THE MINUTES OF THE SEPTEMBER 8, 2015, REGULAR MEETING, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER SEDGWICK.
APPROVED BY A VOTE OF 4-0 WITH MAYOR GILBERT ABSTAINING.**

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:15 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR SEPTEMBER 8, 2015

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE SEPTEMBER 8, 2015, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER BLOUNT.
APPROVED BY A VOTE OF 4-0 WITH CHAIR GILBERT ABSTAINING.**

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council meeting at 8:16 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS**6.1 City Manager**

There was no City Manager Report.

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

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

8. CITY COUNCIL MEMBER COMMENTS**MAYOR PRO TEMPORE KOGERMAN**

Mayor Pro Tempore Kogerman reported that Advanced Beauty College, located at 25332 McIntyre Street, will be having their Grand Opening and Ribbon Cutting on Saturday, September 26, 2015, at 10:00 a.m., and she encouraged fellow Council Members to attend.

Mayor Pro Tempore Kogerman reported that Vector Control Executive Director Michael Hurst will be retiring due to health issues. Additionally, Mayor Pro Tempore Kogerman stated that Vector Control cancelled the aerial application of "Duet" (an adult mosquito control application) and will embark on educational programs for the public. She also reported that the number of West Nile Virus cases in Orange County increased from 7 to 24 and 50% of mosquitoes being captured are carrying the West Nile Virus.

Mayor Pro Tempore Kogerman also reported that she has received over 40 emails relating to parking issues throughout the City. She would like the Traffic Commission to look into this issue.

MAYOR GILBERT

Mayor Gilbert congratulated City Manager Bruce Channing on being elected as the West Coast Regional Vice President for the International City/County Management Association.

COUNCIL MEMBER SEDGWICK

Council Member Sedgwick reported that he is impressed with the Laguna Hills High School "One Town-One Team" initiative and hopes City Council will embrace this campaign.

ADJOURNMENT

There being no further business of the City Council at this session, Mayor Gilbert adjourned the City Council at 8:26 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

DORE J. GILBERT, M.D., MAYOR

APPROVED AT MEETING OF OCTOBER 13, 2015.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: OCTOBER 13, 2015
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED OCTOBER 13, 2015.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$954,486.16.

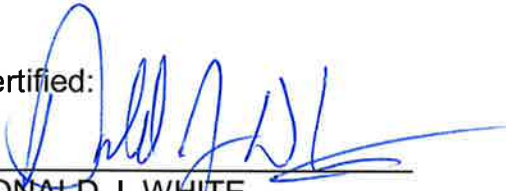
SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

10-7-15
DATE

FISCAL IMPACT:

The warrant register total is \$954,486.16.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 10/13/15

Date: 10/01/2015

Time: 3:42 pm

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CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8809813	09/15/2015	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure, Aug	18,965.55
8809814	09/15/2015	Printed		C-1159	CHANTARANGSU, DAVID	Travel Advance, ICSC, Sep '15	150.00
8809815	09/17/2015	Printed		C-1168	CAPITAL ONE COMMERCIAL	Program Expense, CS, Jul - Aug	428.03
8809816	09/17/2015	Printed		C-1112	CCAC SOUTHERN DIVISION	Employee Training, City Clk	175.00
8809817	09/17/2015	Printed		C-1181	CIVIC PLUS	Employee Training, IT, Aug '15	600.00
8809818	09/17/2015	Printed		C-0023	COX COMMUNICATION	T-1, WiFi, CC & Signal Sys, Sep	552.49
8809819	09/17/2015	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans, Sep	117.20
8809820	09/17/2015	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Sep '15	575,972.38
8809821	09/17/2015	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Parks, Jul-Aug	28,155.21
8809822	09/17/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SDPA Fees, CR# 51393	87.50
8809823	09/17/2015	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	Fundamental Base., V#2003579.002	60.00
8809824	09/17/2015	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Aug '15	325.32
8809825	09/17/2015	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Sep '15	965.73
8809826	09/17/2015	Printed		S-2250	SPARKLETTES	Operating Supplies, CS, Aug '15	81.90
8809827	09/17/2015	Printed		S-1907	SPRINT	Communication Expense, CS, Aug	86.80
8809828	09/17/2015	Printed		U-2166	UTILITY COST MANAGEMENT LLC	Prof Services, Utility Savings	341.10
8809829	09/17/2015	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Aug '15	1,713.20
8809830	09/24/2015	Printed		A-0277	ALICEA, MIA	Contract Inst Svcs., Dance	18,367.20
8809831	09/24/2015	Printed		A-0309	AT&T- CALNET 2	Traf Sig, PW, Alarm, CC, Sep	85.53
8809832	09/24/2015	Printed		A-0304	AU-YEUNG, MELISSA	Travel Reimb, ICSC, Adv. ICMA	462.40
8809833	09/24/2015	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Gen Gov, Sep	221.41
8809834	09/24/2015	Printed		C-1096	CODE PUBLISHING COMPANY, INC.	Municipal Code Update, Sep '15	75.00
8809835	09/24/2015	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, Aug '15	418.26
8809836	09/24/2015	Printed		R-1830	RALPHS GROCERY COMPANY	Program Expense, CS, Aug '15	14.16
8809837	09/24/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Pool Bond, CR# 50722	250.00
8809838	09/24/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Pool Bond, CR# 51230	500.00
8809839	09/24/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Pool Bond, CR# 49740	500.00
8809840	09/24/2015	Printed		R-1942	REFUND, VEHICLE CITATION	T. Bise, Cit.# LH103171	25.00
8809841	09/24/2015	Printed		R-1942	REFUND, VEHICLE CITATION	Enterprice Car, Cit # LH101906	35.00
8809842	09/24/2015	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	Olympica Gym, V# 2003587.002	1,000.00
8809843	09/24/2015	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenish, Sep '15	779.82
8809844	09/24/2015	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Comm Ctr, Aug	29,319.93
8809845	09/24/2015	Printed		S-1949	SMART & FINAL	Program Supplies, CC, Aug	368.22
8809846	09/24/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Aug '15	390.25
8809847	09/24/2015	Printed		T-2681	TOTALFUNDS BY HASLER	Postage Replenishment, Sep '15	1,000.00
8809848	09/24/2015	Printed		U-2163	USA DANCE, INC.	Contract Inst Svcs, Dancing	63.00
8809849	09/24/2015	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Aug	193.67
8809850	09/24/2015	Printed		W-2300	WHITE, DONALD	Travel Advance, ICMA, Sep '15	300.00
8809851	10/01/2015	Printed		A-0169	A-1 FENCE COMPANY	City Fencing Repairs, Sep '15	1,096.00
8809852	10/01/2015	Printed		A-0254	A. C. LANDSCAPE, INC.	Irrigation Repairs, Sep '15	210.00
8809853	10/01/2015	Printed		A-0130	AAA AWARDS & MONOGRAMMING	Operating Supplies, Pol Svcs	70.20
8809854	10/01/2015	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, Aug '15	13,722.50
8809855	10/01/2015	Printed		A-0331	AT&T MOBILITY	Wireless Service, Sep '15	63.02
8809856	10/01/2015	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs & CIP # 240	10,855.23
8809857	10/01/2015	Printed		C-0333	CALIF PARK & REC SOCIETY, INC.	Membership, Pub Svcs, RH	150.00
8809858	10/01/2015	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, Aug	2,404.00
8809859	10/01/2015	Printed		C-1022	CDW GOVERNMENT, INC.	Computer Software, SPAM Firewall	2,820.01
8809860	10/01/2015	Printed		C-1159	CHANTARANGSU, DAVID	Travel Advance, APA, Oct '15	300.00

Check Register Report

Warrant Register 10/13/15

Date: 10/01/2015

Time: 3:42 pm

Page: 2

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8809861	10/01/2015	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maint & Bldg & Sfty, Aug	83,405.34
8809862	10/01/2015	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Comp Office&Operating Supplies	845.88
8809863	10/01/2015	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Jul '15	6,228.38
8809864	10/01/2015	Printed		C-0023	COX COMMUNICATION	Cable TV & WiFi Svcs, CH, Sep	174.84
8809865	10/01/2015	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, Aug	534.35
8809866	10/01/2015	Printed		D-0491	DELL COMPUTER CORPORATION	Computer Hardware, Com Dev	234.07
8809867	10/01/2015	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Sep '15	24.61
8809868	10/01/2015	Printed		E-0554	ECONOMICS, INC.	Prof Svcs, Recycling Prog,Aug	3,942.09
8809869	10/01/2015	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	52.50
8809870	10/01/2015	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Parks, Aug	15,509.47
8809871	10/01/2015	Printed		F-0604	FEDERAL EXPRESS CORPORATION	Delivery Services, Aug '15	20.50
8809872	10/01/2015	Printed		H-0805	HARRINGTON GEOTECH ENGINEERING	Professional Svcs, CIP # 240	1,548.00
8809873	10/01/2015	Printed		H-0829	HARTZOG & CRABILL, INC.	Traf Signal Mgmt & CIP # 168	14,657.43
8809874	10/01/2015	Printed		H-0848	HDL, COREN & CONE	CAFR Services FV 14/15	695.00
8809875	10/01/2015	Printed		H-0804	HINDERLITER, DE LLAMAS & ASSOC	Sales Tax 3rdQtr,AuditSales1st	2,847.76
8809876	10/01/2015	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Prof. Svcs, CIP # 239, 240	5,457.14
8809877	10/01/2015	Printed		H-0952	HYLAND SOFTWARE, INC.	SIRE Maintenance 10/15-3/30/16	2,699.50
8809878	10/01/2015	Printed		I-0960	IRV SEAVER MOTORCYCLES	Motorcycle Maint, PS, Aug	398.20
8809879	10/01/2015	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	1,636.66
8809880	10/01/2015	Printed		J-1071	JCTEES.COM CORPORATION	Staff Uniforms, CS, Sep '15	1,819.73
8809881	10/01/2015	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, Oct	2,900.00
8809882	10/01/2015	Printed		C-1007	LAW ENFORCEMENT	Fingerprint ID Sys, Jul - Sep	2,460.75
8809883	10/01/2015	Printed		L-1356	LINDY OFFICE PRODUCTS	Operating Supplies, Sep '15	61.18
8809884	10/01/2015	Printed		C-0448	LUCY, STEVEN	Program Expense, CS, 10/16/15	500.00
8809885	10/01/2015	Printed		M-1546	MAILFINANCE, INC.	Lease - Mailing Equip,Aug-Oct	583.26
8809886	10/01/2015	Printed		M-1513	MEEHAN, DANIEL	Petty Cash Replenish, Aug-Sep	126.44
8809887	10/01/2015	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 9/15-10/12	83.16
8809888	10/01/2015	Printed		M-1583	MOORE IACOFANO GOLTSMAN, INC.	Reimbursable Planning Fees	22,295.00
8809889	10/01/2015	Printed		N-1487	NUVIS	Reimbursable Planning Fees	400.00
8809890	10/01/2015	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies, Sep	378.75
8809891	10/01/2015	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Aug	2,050.00
8809892	10/01/2015	Printed		P-1804	PATROL ONE	Security for Sanchez CC Reserv	404.25
8809893	10/01/2015	Printed		T-2690	PS BUSINESS PARKS	Refund, SDPA Fees, CR# 48046	387.50
8809894	10/01/2015	Printed		Q-1704	QUICK CRETE PRODUCTS CORP.	Misc Park Maintenance, Sep '15	768.96
8809895	10/01/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, C&D Deposit, CR# 49701	3,008.95
8809896	10/01/2015	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	J. Utterback, V# 2003590.002	170.00
8809897	10/01/2015	Printed		R-1857	REGENTS, UNIVERSITY OF CA	Subscription, Com Dev, Sep '15	224.95
8809898	10/01/2015	Printed		R-1855	RICHARD FISHER ASSOCIATES	CIP# 240, 241, 410 & 514	9,082.11
8809899	10/01/2015	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Pub Svcs, Sep	1,560.00
8809900	10/01/2015	Printed		S-2197	SAFECHECKS	Printing Expense, Finance	456.59
8809901	10/01/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Sep '15	2,437.01
8809902	10/01/2015	Printed		S-2250	SPARKLETTES	Operating Sup., CS & CH, Jul	200.63
8809903	10/01/2015	Printed		T-2693	TELEPACIFIC COMMUNICATIONS	Communications Expense, Oct	1,123.97
8809904	10/01/2015	Printed		U-2162	UNIVERSAL PROTECTION SECURITY	Security Camera Maint, CC	250.00
8809905	10/01/2015	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Aug '15	8,343.00
8809906	10/01/2015	Printed		W-2377	WILLDAN ENGINEERING	Reimb.Grading Permit, Oakbrook	630.00
8809907	10/01/2015	Printed		W-2438	WILLDAN FINANCIAL SERVICES	Professional Svcs, Com Dev	2,000.00
8809908	10/01/2015	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Aug	33,361.31
8809909	10/01/2015	Printed		X-2400	XEROX CORPORATION	Copier Lease & Usage, Aug '15	669.72

Check Register Report

Warrant Register 10/13/15

Date: 10/01/2015

Time: 3:42 pm

Page: 3

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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Total Checks: 97

Checks Total (excluding void checks): 954,486.16

Total Payments: 97

Bank Total (excluding void checks): 954,486.16

Total Payments: 97

Grand Total (excluding void checks): 954,486.16



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: OCTOBER 13, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: AWARD OF CONTRACT FOR THE COMMUNITY CENTER AND SPORTS
COMPLEX SITE IMPROVEMENTS, CIP NO. 514

RECOMMENDATION: THAT THE CITY COUNCIL AWARD THE CONTRACT FOR
THE LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE
IMPROVEMENTS, CIP NO. 514, TO HORIZONS CONSTRUCTION COMPANY
INTERNATIONAL INC., IN THE LOW BID AMOUNT OF \$313,154.30.

SUMMARY:

In accordance with City Council authorization, bids for the subject project were opened on September 30, 2015, at which time three bids were received. The apparent low bidder, Horizons Construction Company International Inc. (Horizons), provided the lowest total bid in the amount of \$313,154.30, provided satisfactory references, and is licensed for the contemplated work. Award of the contract to Horizons in the amount of \$313,154.30 is recommended.

BACKGROUND:

On September 30, 2015, three bids for the Laguna Hills Community Center and Sports Complex Site Improvements, CIP No. 514, were opened as follows:

<u>Bidder</u>	<u>Base Bid</u>
Horizons Construction Company International, Inc.	\$313,154.30*
Lehman Construction Inc.	\$389,885.00
Amttek Construction, Inc.	\$428,676.70

*Corrected from \$313,054.30 due to a clerical error.

The work to be performed includes the replacement of access ramps to current standards for ADA compliance, repair of miscellaneous concrete walkways, wall caps and wall

treatments, refurbishment of the water feature, refurbishment of the restroom building, and replacement of the barbecue units. The apparent low bidder, Horizons, provided the lowest bid, provided satisfactory references, and is licensed to perform the contemplated work. Horizons is recommended for the award of this contract.

FISCAL IMPACT:

The 2014/2015 Fiscal Year Capital Improvement Program Budget allocates \$402,000 for this project.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: OCTOBER 13, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

**ISSUE: THREE-YEAR EVENT MANAGEMENT PROFESSIONAL SERVICES
AGREEMENT WITH RENEGADE RACING FOR THE 2016, 2017, AND 2018
MEMORIAL DAY RACE EVENTS**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE EVENT
MANAGEMENT PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF LAGUNA HILLS AND MAKE-U-FIT PRODUCTIONS, LLC, DBA RENEGADE
RACING, FOR EVENT MANAGEMENT SERVICES FOR THE 2016, 2017, AND 2018
MEMORIAL DAY RACE EVENTS AND AUTHORIZE THE CITY MANAGER TO
EXECUTE THE AGREEMENT.**

SUMMARY:

Event management services for the Memorial Day Half Marathon, 5K, and 10K Honoring the United States Marine Corps Dark Horse Battalion (Memorial Day Race) have been provided by Renegade Racing since 2008. Staff is recommending that City Council approve a three-year Professional Services Agreement (Agreement) with Renegade Racing to continue as the event manager for the 2016, 2017, and 2018 Memorial Day Race events. Renegade Racing has unique qualifications and a successful performance history with the City in managing and operating the Memorial Day Race events since 2008, and as such the Purchasing Officer has determined that a competitive solicitation process is not warranted at this time.

BACKGROUND:

In accordance with the City's Purchasing Ordinance, the procurement of professional services requires the issuance of a request for proposal. However, an exception can be made to this rule when it is determined that a vendor is uniquely qualified to perform a service due to the vendor's performance history, expertise, and reputation (LHMC Section 3-08.110-I). In this case, it is staff's opinion that Renegade Racing has a proven track record of success in producing the City's Memorial Day Race. Renegade Racing

took over event management services of the Memorial Day Race in 2008, and since that time its performance history has been exceptional in providing a quality event that reflects well upon the City. Moreover, since taking over event management services for this event, Renegade Racing has developed expertise in managing and operating the City's Memorial Day Race which staff believes cannot be matched by a new vendor at this time. Renegade Racing has a good reputation and has developed a good rapport with staff and the 3/5 Support Committee along with several local businesses. Finally, Renegade Racing implemented the five-year finisher medal series in 2013, which incorporates the emblem of each branch of the military into the finisher medal design. The medals have been very well received by participants and this three-year agreement will run through the conclusion of the finisher medal cycle.

For the reasons stated above, the Purchasing Officer has determined, pursuant to LHMC Section 3-08.110-I, that due to the unique qualifications of Renegade Racing the requirements of a competitive solicitation for professional services are not necessary. Therefore, staff is recommending that City Council approve the attached Agreement with Renegade Racing to serve as the event manager for the 2016, 2017, and 2018 Memorial Day Race events.

The Scope of Work for the proposed Agreement for Event Management Services includes obtaining race sponsors, filing all permits, providing stages, start and finish line equipment, along with all booths and fencing (see Exhibit A). Volunteers will be recruited through contacts with local civic organizations and schools. Renegade Racing will also work with Orange County Sheriff's personnel to secure the course and to coordinate emergency services.

FISCAL IMPACT:

Under the proposed terms of the attached Agreement, Renegade Racing will receive a base fee of \$48,000 per year to manage the 2016, 2017, and 2018 Memorial Day Race events. In addition, Renegade Racing will receive \$2.00 per participant in excess of 3,500 runners, along with a 20% commission on any sponsorship revenue obtained as a result of their efforts.

ATTACHMENTS:

- Event Management Professional Services Agreement

EVENT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

By and Between
the City of Laguna Hills and
Make-U-Fit Productions, LLC, dba Renegade Racing
for the
2016, 2017, and 2018 Memorial Day Half Marathon, 10K and 5K Events

THIS PROFESSIONAL SERVICES AGREEMENT FOR EVENT MANAGEMENT SERVICES (the "Agreement") is made, entered into, and effective this ____ day of _____, 2015, ("Effective Date") by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), and MAKE-U-FIT PRODUCTIONS, LLC, DBA RENEGADE RACING, a California limited liability company, with its principal place of business located at 17835 Sky Park Circle, Suite F, Irvine, California, 92614 ("Consultant").

RECITALS

A. City requires the continued services of a qualified, professional sports event management firm for the management and operation of the City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, which will be held on May 30, 2016 ("2016 Event"), May 29, 2017 ("2017 Event"), and May 28, 2018 ("2018 Event"), collectively referred to hereinafter as the "Events".

B. Based on its experience, education, training, and reputation, Consultant is qualified to provide the necessary specialized sports event management services to City for the Events and desires to provide such specialized sports event management services.

C. City desires to retain the professional services of Consultant for the Events.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide services to the City as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide professional special sports event management services to City for the Events as set forth and described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (hereinafter, the "services" or "work"). Consultant represents and warrants that all services and work provided for the Events under this Agreement by Consultant shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the specialized sports event planning and event management industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Consultant in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Except as otherwise specified in the Scope of Services, Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon Schedule of Performance set forth in Exhibit "A". Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONSULTANT

3.1 Compensation of Consultant. For the event management services rendered pursuant to this Agreement, Consultant shall be compensated as follows:

A. Base Fee. Consultant shall receive an event management base fee not to exceed forty-eight thousand dollars (\$48,000.00) ("Base Fee") per year for each of the Events, which shall be paid by City to Consultant according to the Schedule of Payments set forth in Exhibit "B". The cumulative Base Fee for the term of this Agreement shall not exceed one hundred forty-four thousand dollars (\$144,000.00).

B. Participant Fee. Consultant shall receive a fee of two dollars (\$2.00) per event participant for registered participants in excess of three thousand five hundred (3,500) participants for the 2016, 2017, and 2018 Events (the "Participant Fee"). Following each Event each year, Consultant shall submit to the City an invoice in a form approved by the City's Finance Manager for the Participant Fee. Payment of the Participant Fee owed to Consultant shall be made by City within thirty (30) days of the later of: (a) City receipt of Consultant's invoice, or (b) City receipt of all Race Entry Fees.

C. Commission. Consultant may be entitled to receive commission ("Commission") from City not to exceed twenty percent (20%) of cash donation/sponsorship contributions made by event sponsors that are solely and exclusively generated by Consultant ("Sponsorship Contributions"). An event donor/sponsor will be considered to be solely and exclusively generated by Consultant only if the sponsor is recruited, confirmed, and serviced by Consultant and Consultant submits to City a completed sponsorship form for that sponsor prior

to the Events. Consultant shall not be entitled to any Commission for any donations or sponsorship contributions made by Saddleback Memorial Medical Center.

1. Commission Invoice. Following each Event, Consultant shall submit to the City an itemized invoice in a form approved by the City's Finance Manager for Commission owed to Consultant under this Agreement.

2. Commission Payment. All requests for reimbursement must be submitted to City no later than June 30, 2016 for the 2016 Event and no later than June 30, 2017 for the 2017 Event and no later than June 30, 2018 for the 2018 Event. Payment of the Commission owed to Consultant by City shall be made within thirty (30) days of the latter of: (a) City receipt of Consultant's invoice, or (b) City receipt of all Sponsorship Contributions.

D. Cancellation. Should the Events be cancelled by the City more than thirty (30) days prior to the date of each Event, Consultant shall return fifty percent (50%) of the amount received for the Base Fee within thirty (30) days of said cancellation or termination minus any Budgeted Expenses as defined below. Should an Event be cancelled by the City less than thirty (30) days prior to the date of each Event, Consultant shall be paid the entire Base Fee.

E. Event Expenses. Consultant shall be authorized to incur expenses ("Budgeted Expenses") on behalf of the City that are budgeted for in the Events Budget, attached hereto as Exhibit "C" (the "Events Budget"), except that Budgeted Expenses that exceed the budgeted amount provided for in the Events Budget by more than three hundred dollars (\$300.00) shall be approved in writing and in advance by the Contract Officer. All invoices for Budgeted Expenses shall be submitted by Consultant to the Contract Officer upon receipt. In the event it is necessary for Consultant to pay for Budgeted Expenses, Consultant shall submit an invoice to the City following payment of the Budgeted Expenses, and the City shall reimburse Consultant within thirty (30) days of City receipt of the invoice. All invoices or requests for reimbursement must be submitted to City no later than June 30, 2016 for the 2016 Event, no later than June 30, 2017 for the 2017 Event, and no later than June 30, 2018 for the 2018 Event. The City will not pay any invoices submitted by Consultant to City for Budgeted Expenses after June 30, 2016 for the 2016 Event, after June 30, 2017 for the 2017 Event, and after June 30, 2018 for the 2018 Event. Consultant shall provide the Contract Officer with a written monthly expense report detailing the expenses incurred for the Events.

F. Entire Compensation. The compensation provided for in this Section 3.1 shall constitute Consultant's entire compensation for all event management services rendered by Consultant pursuant to this Agreement.

3.2 Participant Registration. Participant registration for the Events, including the collection of all race entry fees ("Race Entry Fees") shall take place both before and during the Events. Participant registration prior to the Events is to be conducted by Consultant under subcontract with The Active Network, a Delaware corporation, and Gemini Timing, a California corporation (the "Registration Companies"). The City must approve in advance in writing any requested changes to the Registration Companies. Consultant shall be responsible for ensuring that the Registration Companies provide City with direct payments of all Race Entry Fees collected once per month. At no time shall Consultant be in possession of, or make any deposit

of, any Race Entry Fees. Participant registration during the Events, including the collection of Race Entry Fees, shall be conducted exclusively by authorized City staff, with the exception of the Recon Retread Run, as set forth and described in Exhibit "A".

3.3 Method of Payment. In any month in which Consultant wishes to receive payment, Consultant shall no later than the first working day of such month submit to City in the form approved by City's finance manager, an invoice for services rendered prior to the date of the invoice. Payments shall be based on payment schedule set forth in Exhibit "B" attached hereto for the Base Fees. City shall pay Consultant for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.4 Changes. In the event any change or changes in the Scope of Services is requested by City, the parties hereto 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. An amendment may be entered into to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession. The City Manager shall be authorized to execute such amendment(s).

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon Schedule of Performance set forth in Exhibit "A". The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Consultant shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect commencing on the Effective Date and ending on July 30, 2018, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act on its behalf with respect to the services and work specified herein and make all decisions in connection therewith: Jonathan Pauley, Managing Partner. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the event management services hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Consultant's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and work and Consultant shall refer any decisions that 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.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of the Contract Officer. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City Manager.

5.4 Independent Contractor

A. The legal relationship between the parties hereto 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. The personnel performing the services and work 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, 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 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 any performance under this Agreement. Except for 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 services and work performed by Contractor 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 services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 3, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall defend, indemnify, and hold harmless the City from and against all such financial obligations.

5.5 Personnel. Consultant agrees to assign the following individuals to perform the services set forth herein. Consultant shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

Name:

Title:

Jonathan Pauley

Managing Partner, Race Director

In addition, Consultant shall provide a course director, a volunteer director, a fluid station coordinator, and two (2) zone captains and an athlete gear coordinator. The individuals to fulfill these positions shall be determined at least three (3) weeks before each Event and are subject to the approval of the City.

6. INSURANCE AND INDEMNIFICATION

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

In addition, Consultant shall be responsible for obtaining an official sanction for the Events from USA Track and Field ("USATF"), and shall ensure that the City and Consultant are named insureds under USATF's general liability insurance ("USATF Insurance") for purposes of the Events. At least thirty (30) days before the Events, certificates of insurance and endorsements evidencing coverage under the USATF Insurance and designating the City, its elected officials, officers, employees, agents, and volunteers, and Consultant as named insureds shall be delivered to City. At least thirty (30) days before the Events, a fully executed "USATF Approved Sanction Form", evidencing official USATF sanctioning for the Events and USATF Insurance coverage for the Events, shall be delivered to City.

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

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

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

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

D. USATF Insurance with limits of at least three million dollars (\$3,000,000.00) per occurrence.

6.3 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 Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

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

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

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

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

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

6.5 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.

6.6 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. RECORDS AND REPORTS

7.1 Reports. Consultant shall provide a monthly report to the Contract Officer concerning the performance of the services and work required by this Agreement as the Contract Officer shall require.

7.2 Records. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and 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.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this

Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Cost Records. Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

8. ENFORCEMENT OF AGREEMENT

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

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are 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.

8.4 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 injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days written notice to Consultant, except that where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Attorneys' Fees. In the event of 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 attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653

To Consultant:

Make-U-Fit Productions, LLC
d/b/a Renegade Racing
Attn.: Jonathan Pauley, Managing Partner
17835 Sky Park Circle, Suite F
Irvine, California, 92614

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability

shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Authority. The persons executing this Agreement on behalf of the parties hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Laguna Hills

Date: _____

By: _____
Bruce E. Channing,
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Gregory E. Simonian,
City Attorney

By: _____
Melissa Au-Yeung,
Assistant to the City Manager/City Clerk

"CONSULTANT"
Make-U-Fit Productions, LLC
d/b/a Renegade Racing

Date: Sep 28, 2015

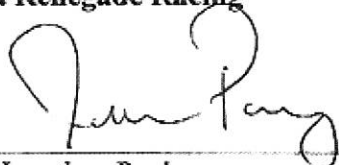
By:  _____
Jonathan Pauley,
Managing Partner

EXHIBIT A

SCOPE OF SERVICES / WORK SCHEDULE OF PERFORMANCE

RENEGADE RACE SERIES

**17835 Sky Park Circle Suite F, Irvine CA 92614
(949) 975-1812 Office, (949) 975-1814 FAX**

Scope of Services for the 2016, 2017 and 2018 Events.

Renegade Racing will provide race managements services:

1. File the permits with local and city offices, County of Orange, OCFA, OC Transit.
2. Provide course design services if necessary including working with USATF.
3. File USATF insurance/sanctioning paperwork.
4. Create a production schedule that will outline: production schedules, signage plan, volunteer positions and needs, event equipment, sanitation and vendors.
5. Perform race management duties via phone, email, and in person as dictated by Contract Officer.
6. Attend all necessary meetings with City staff as deemed necessary by Contract Officer.
7. Work with local law enforcement to secure course and coordinate emergency services.
8. Work with a traffic control company to secure the event course.
9. Work with local civic organization and schools to recruit volunteers.
10. Deliver and set up necessary equipment for running event. Those items include: Start/Finish Truss, Small Stage, Public Address System, Fencing panels for Start and Finish Line and water station tables. Renegade Racing is not financially responsible to provide items it doesn't previously own.
11. Arrange for event sanitation (portable restroom, trash boxes and dumpsters).
12. Arrange for necessary rental items (communications, buses, expo items).
13. Coordinate with Timing Company.
14. Arrange for professional event photography for event. Photographs will be made available to event participants for purchase. City will be provided with event photographs at no charge.
15. Coordinate race announcers, event sound and electrical.
16. Coordinate event-day expo and pre-event packet pickup.
17. Set up any sponsor or promotional banners in the banner plan.
18. Provide experience race crew including:
 - Race Director
 - Assistant Race Director
 - Course Director, (Including Zone Captains 1, 2 and 3)
 - Parking Coordinator
 - Volunteer Director
 - Athlete Gear Bag Coordinator
 - Start Line Coordinator
 - Finish Line Coordinator
 - Floater/Worker

Renegade Racing will provide event promotional services:

1. Work with graphic design company to design event post cards, brochure and entry form.
2. Work with website design company to coordinate event website.
3. Work with Active.com to set up registration services.

4. Work with on-line advertisers (Active.com, Competitor, Race Place, Runners Image).
5. Work with local printed publications (Competitor Magazine, Race Place, LASF).
6. Work with flyer distribution companies (direct mail, Runners Image, LA Weekly).
7. Set up event link on Renegaderaceseries.com.
8. Include LH 1/2 Marathon, 10K and 5K in Renegade Racing's e-newsletter with links to event site and registration.
9. Coordinate sponsorship recruitment and fulfillment. All expo vendor payments will be collected prior to the events.

Recon Retread Run (Medal Makeup Race)

1. Renegade Racing will produce the Recon Retread Run (Medal Makeup Race) at its own expense including advertising, timing, supplies and crew.
2. Renegade Racing will set up event registration and retain registration fees.
3. City of Laguna Hills will provide support for the event including facility and parking.
4. City of Laguna Hills will provide left over finisher medals and T-shirts to be distributed to Recon Retread Run participants.

The City of Laguna Hills will:

1. Provide adequate resources for the event including monetary, legal and human to fulfill their agreed upon items.
2. Pay for USATF event insurance.
3. Pay for timing and registration services.
4. Pay for any pre-approved expenses for Renegade Racing.
5. Have Laguna Hills staff on race day to handle VIP and media relations.
6. Pay for race items that include but not limited to: specified permit fees, USATF insurance, sanitation, barricade services, bus rentals, expo items, food/water, T-shirts, awards and volunteer donations.
7. Pay for graphic design, advertisement inserts and event collateral distribution costs.
8. Work with local and civic municipal agencies to assure a successful event.

SCHEDULE OF PERFORMANCE

October		
Resp.	Task	Completed
Renegade	Update website to reflect 2016 event	
Renegade	Set up on-line registration	
Renegade	Start working on 2016 finisher medal design	
Renegade	Develop Advertising Schedule	
Renegade	Update sponsor packets/distribute	
Renegade/ City of LH	Work on ideas for merchandise	
Renegade	Contact all previous sponsors	
City of LH	update event wavier	

November		
Resp.	Task	Completed
Renegade	Open event for registration by Veterans Day	
Renegade	Schedule on-line promotion for open of registration	
Renegade	Finish 2016 medal design	
Renegade	Implement Advertising Schedule (online ads, e-mail newsletters, print, events)	
Renegade	Create event post cards	
Renegade	Seek event sponsorship	
Renegade	update online race calendars	

December		
Resp.	Task	Completed
Renegade	Notify Laguna Woods Village	
Renegade	Select expo events and reserve booth space	
Renegade	Start medal promotion	
Renegade	Finalize sponsorship agreements	
Renegade	Update volunteer plan and prepare to recruit	
Renegade	Set up virtual goodie bag	

January		
Resp.	Task	Completed
Renegade	Notify Other municipalities (County of Orange, Cities of Laguna Woods, Laguna Niguel, Laguna Hills, Aliso Viejo)	
Renegade	Expo booth at Jan Half Marathon events	
Renegade	Start medal promotion	
Renegade	Finalize sponsorship agreements	
Renegade	Update volunteer plan and prepare to recruit	

February		
Resp.	Task	Completed
Renegade	Recruit Lead Cyclists	
Renegade	Secure Ambulance Company	
Ren/City	Schedule Traffic Meeting-OCSD	
Renegade	Work on Sanitation bids	
Renegade	T-shirt bids	
Renegade	Contact Bib company	
Renegade	Secure Announcer-	

March		
Resp.	Task	Completed
Renegade	Recruit Lead Cyclists	
Renegade	Secure Ambulance Company	
Ren/City	Schedule Traffic Meeting-OCSD	
Renegade	Work on Sanitation bids	
Renegade	Work on T-shirt bids	
Renegade		
Renegade	Contact Heiko/Shortwave Radio Operators	
Renegade	Secure Announcer-	
Renegade	Race Crew availability survey	

April		
Resp.	Task	Completed
Renegade	Hold an Operations Meeting	
Renegade	Contact Medical Service	
Renegade	Review Medical Plan	
Renegade	Solicit Virtual Goodie Bag Donations	
Renegade	Design Bib Numbers	
Renegade	Create Shuttle Plan/Determine Prices	
Renegade	Order all Awards	
Renegade	Recruit Entertainment	
Renegade	Porta-Potties Secured	
Renegade	Select Race Crew	

May		
Resp.	Task	Completed
Renegade	Hold Operations Meeting	
Renegade	Contact Labor Ready	
Renegade	Traffic notifications to residents	
Renegade	Finalize art and t-shirt order	
Renegade	Complete zone captain information/hold meeting	
Renegade	Finalize volunteer job descriptions	
Renegade	Meet with Timing Company	
Renegade	Compile emergency cell phone list	
Renegade	Truck plan completed	
Renegade	Produce the event	

EXHIBIT B

2016/2017/2018 Schedule of Payments

Except as otherwise provided in this Agreement, Consultant shall be entitled to receive payments according to the following payment schedule:

Base Fee

Payments made by City to Consultant for Consultant's Base Fee of \$48,000 for the 2016, 2017 and 2018 Events will be made according to the following schedule:

2016 Event		2017 Event		2018 Event	
\$5,000	Nov. 1, 2015	\$5,000	Aug. 1, 2016	\$5,000	Aug. 1, 2017
\$5,000	Dec. 1, 2015	\$5,000	Nov. 1, 2016	\$5,000	Nov. 1, 2017
\$10,000	Jan. 1, 2016	\$10,000	Jan. 1, 2017	\$10,000	Jan. 1, 2018
\$10,000	Mar. 1, 2016	\$10,000	Mar. 1, 2017	\$10,000	Mar. 1, 2018
\$8,000	Apr. 1, 2016	\$8,000	Apr. 1, 2017	\$8,000	Apr. 1, 2018
\$10,000	Jun. 1, 2016	\$10,000	Jun. 1, 2017	\$10,000	Jun. 1, 2018

All payments are subject to the requirements contained in the Agreement. This Schedule of Payments shall in no way be construed to require City to provide Consultant with payment if the requirements for payment contained in the Agreement have not been fully satisfied or the tasks identified in Schedule of Performance set forth in Exhibit "A" of this Agreement have not been completed.

EXHIBIT C

2016/2017/2018 Event Budgets

Event Budget for 2016-2017-2018 Half Marathon, 10K & 5k

Expenses

	Estimated
Total Expenses	\$182,600.00

	Estimated		Estimated
Permits		Race Expenses	
Laguna Hills High School	\$75.00	Food/Water/Cups	\$600.00
Aliso Viejo	\$0.00	Course Cert.	\$500.00
Mission Viejo	\$0.00	Awards Div/Kids Medals	\$1,800.00
ABC Permit	\$100.00	Medals or Drinking Glasses	\$12,000.00
Laguna Niguel	\$0.00	Busses	\$1,700.00
OC Permits	\$750.00	T-Shirts/Hats	\$34,975.00
OCFA	\$0.00	Walkie Talkies	\$400.00
Police-OCSD	\$15,000.00	Bibs	\$1,250.50
Totals	\$16,175.00	Totals	\$53,225.00

Advertising		Services	
Competitor	\$2,000.00	Timing Services base	\$800.00
Facebook	\$600.00	Timing Services \$3 per registered	\$9,785.00
Race Place	\$1,050.00	Electrical & sound	\$2,800.00
OC Register	\$0.00	Ambulance Service	\$0.00
Postage	\$1,000.00	Portable Restrooms/Fencing	\$3,400.00
Booth space/Bags	\$1,500.00	Announcer	\$300.00
Misc event reimb.	\$1,000.00	American Barr./Traffic Plan	\$15,000.00
Runners on the Go	\$200.00	Renegade Racing	\$48,000.00
Active.com web/e-news	\$1,000.00	RR over 3500 part. Bonus \$2	\$1,800.00
Totals	\$8,350.00	Totals	\$81,885.00

Graphics		Expo	
Website	\$1,100.00	Bounce Houses	\$900.00
Post card printing 15K	\$1,000.00	Balloons	\$1,700.00
Postcard printing 5K	\$0.00	tents, tables, chairs	\$5,000.00
Postcard printing 7,500	\$0.00		
Race Posters	\$0.00		
Flyer Distribution	\$1,800.00		
Domain Fees	\$65.00		
Web Hosting	\$103.00		
Mail Fee-Custom Quick	\$500.00		
Sponsor materials	\$250.00		
Totals	\$4,418.00	Totals	\$7,600.00

Miscellaneous	
Insurance	\$1,600.00
Ritz Day Porter	\$300.00
Mail Scantrons	\$0.00

Trucks	\$2,400.00
Labor Ready	\$200.00
Lost Chip Fee	\$0.00
CC Machines/Shipping	\$0.00
Traffic Control	\$500.00
Ads (Sinta)	\$1,500.00
Goodie Bags SLDC	\$0.00
EMT Services	\$1,100.00
Lucy Murray-Kid Zone	\$250.00
Security-Expo	\$400.00
Security-Beer Garden	\$500.00
Comm./sponsors 20%	\$2,200.00
Totals	\$ 10,950.00

Event Budget for 2016-2017-2018 Half Marathon, 10K & 5k

Income

	Estimated
Total income	\$227,475.00

Admissions	Estimated	Actual	Fee	Fee late	Estimated
1/2 marathon	1400		75	90	115,500
5K	1350		27	35	41,850
10K	850		32	40	30,600
Kids Run	300		15	20	5,250
Diaper Dash	100		12	15	1,350
Total	4050				
Total race registration, including early-bird, team discounts, and race day registration:					194,550

Sponsors	Amount	Number of	Totals	Estimated
SMMC/Presenting*	\$15,000.0	1	\$15,000.00	\$15,000.00
Road Runner	\$3,500.00	1	\$3,500.00	\$3,500.00
Harvard Eye	\$6,000.0	1	\$6,000.00	\$6,000.00
Bib	\$1,500.00	1	\$1,500.00	\$1,500.00
Red	\$7,500.00	1	\$7,500.00	
White	\$5,000.00	1	\$5,000.00	
Blue	\$2,500.00	2	\$5,000.00	
Stars and Strips	\$1,500.00	2	\$3,000.00	
Total			\$41,500.00	\$26,000.00

Exhibitors/vendors				
TBD		Large booths @	\$425.00	\$425.00
TBD		Large booths @	\$350.00	\$350.00
TBD		Large booths @	\$350.00	\$350.00
TBD		Large booths @	\$350.00	\$350.00
TBD		Large booths @	\$350.00	\$350.00
TBD		Large booths @	\$350.00	\$350.00
TBD		Large booths @	\$350.00	\$350.00
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TBD		Large booths @	\$350.00	\$350.00
TBD		Large booths @	\$350.00	\$350.00
TBD		Large booths @	\$350.00	\$350.00
TBD		Large booths @	\$350.00	\$350.00
TBD		Large booths @	\$150.00	\$150.00
TBD		Booth @	\$150.00	\$150.00
TBD		Booth & Goodie Bag	\$500.00	\$500.00
TBD		Booth Only @	\$350.00	\$350.00
TBD		Booth Only @	\$350.00	\$350.00
TBD		Booth Only @	\$200.00	\$250.00
TBD		Booth & Goodie Bag	\$500.00	\$500.00
TBD		Canopy @	\$75.00	\$75.00

TBD	
TBD	
TBD	
TBD	
TBD	

goodie bags@	\$200.00	\$200.00
goodie bags@	\$200.00	\$200.00
goodie bags@	\$200.00	\$200.00
Canopy @	\$150.00	\$75.00
Hotel Sponsor @	\$0.00	\$0.00
		\$6,925.00

Event Budget for 2016-2017-2018 Half Marathon, 10K & 5k

Profit - (Loss) Summary

	Estimated
Total income	\$227,475.00
Total expenses	\$182,600.00
Total profit (or loss)	\$44,875.00*

* Total profit amount does not include staff time or
Community Assistance funding provided to the 3/5 Marine
Support Committee

Mayor Gilbert removed Item No. 3.2 from the Consent Calendar due to his absence at the September 8, 2015, Regular Meeting.

**THE CITY COUNCIL APPROVED THE MINUTES OF THE SEPTEMBER 8, 2015, REGULAR MEETING, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER SEDGWICK.
APPROVED BY A VOTE OF 4-0 WITH MAYOR GILBERT ABSTAINING.**

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:15 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR SEPTEMBER 8, 2015

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE SEPTEMBER 8, 2015, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER BLOUNT.
APPROVED BY A VOTE OF 4-0 WITH CHAIR GILBERT ABSTAINING.**

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council meeting at 8:16 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: OCTOBER 13, 2015

TO: CHAIR AND AGENCY MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
COMMUNITY DEVELOPMENT DIRECTOR**

ISSUE: CONDITIONAL USE PERMIT (CUP) NO. 6-15-3254, A REQUEST BY PLANCOM, INC., ON BEHALF OF VERIZON WIRELESS, TO ESTABLISH AND OPERATE A NEW WIRELESS COMMUNICATIONS FACILITY (WCF) STEALTHED AS A MONOEUCALYPTUS TREE AT 22933 TRITON WAY IN THE MIXED USE ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CUP NO. 6-15-3254; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 6-15-3254, A REQUEST BY PLANCOM, INC., ON BEHALF OF VERIZON WIRELESS, TO ESTABLISH A NEW WIRELESS COMMUNICATIONS FACILITY (WCF) STEALTHED AS A MONOEUCALYPTUS TREE AT 22933 TRITON WAY IN THE (MXU) MIXED-USE ZONE."

SUMMARY:

Conditional Use Permit (CUP) No. 6-15-3254 is a request by PLANcom, Inc., on behalf of Verizon Wireless, (the "Applicant") to establish and operate a new Verizon Wireless Communications Facility (WCF) built to appear as a eucalyptus tree. The project will consist of 12 panel antennas and be 62-feet-tall and includes ground equipment within a new enclosure in the parking lot area of a commercial/industrial property. The proposed antenna will visually blend into the surrounding area and be camouflaged as a result of existing, mature trees and vegetation that are located in close proximity to the project site on private and public landscape areas. There are no concerns over exposure to radio waves transmitted by the antenna since all equipment is required to operate within acceptable levels mandated by the federal government. Should the project be approved, the City of Laguna Hills would benefit by enhancing the existing coverage area for the residential communities, business parks, and areas surrounding this site. Staff has included conditions of approval that will ensure that the wireless communications facility will be a positive addition to the area and not a detriment to the tenants and/or the surrounding residential and commercial properties as a result of the use.

Staff has reviewed the Development Code (Code) requirements, as well as General Plan issues, goals, and strategies, and has evaluated the potential for significant environmental impacts in accordance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public health, safety, and general welfare.

BACKGROUND:

Pursuant to Chapter 9-30 of the Code (MXU - Mixed Use Zone) and the list of permitted and conditionally permitted uses found in Table 9-30.20 of the Code, communication facilities (including wireless communication facilities) are allowed in the MXU Zone and are subject to various regulations and criteria found in Chapter 9-58 of the Code. Chapter 9-58 (Communications Facilities) addresses the zoning review process, facility design, siting, and operational requirements for communication facilities. The Code criteria used to determine approval for communication facilities is primarily based on the location of a facility within an individual site and the aesthetic quality of the proposed facilities. These criteria ensure that facilities are constructed in a manner that maintains the aesthetic integrity of both residential and nonresidential districts in the City. Chapter 9-58 also requires communication facilities to obtain a CUP.

PROJECT DESCRIPTION AND ANALYSIS:

The following information discusses the project setting, design, location, and operation of the proposed wireless communications facility:

Project Location and Setting

The subject property is located on the southwest corner of Lake Forest Drive and Triton Way in North Laguna Hills. The property is improved with a +/- 25,000 square foot, two-story office building which is situated within a master planned industrial and office park complex developed between 1979 and 1981. Properties in the area are typically developed with one-story, low-rise industrial buildings around 20-25 feet in height. Nearby uses that could potentially be considered sensitive to the proposed facility include residential uses +/- 500 feet to the west, Veeh Ranch Park located +/- 600 feet to the southwest, and a private school for special needs students also located +/- 800 feet to the southwest (current enrollment 80 pupils). The City of Irvine is located across Lake Forest Avenue to the north and the developed land uses generally consist of two-story office buildings. **Attachment 1** provides an aerial view of the project site and the surrounding area. Hundreds of mature ash and eucalyptus trees located in public rights-of-way, as well as on private properties, proliferate the area and are typically between 40 and 80 feet in height. **Attachment 2** provides images depicting the size of the existing trees established within the area surrounding the project site. The site includes approximately 20 trees around the perimeter of the site and in the parking area, where the facility will be located, which provide screening and a backdrop of trees 40 to 50 feet in height. While the antenna is generally higher than many existing trees on site, other trees on surrounding

properties and in the public rights-of-way will be at the same height or higher than the proposed facility. **Attachment 3** depicts an aerial overview of the area indicating the extent of mature landscaping that will serve to help screen and camouflage the proposed antenna structure as well as allow it to blend in visually to ambient background views. **Attachment 4** depicts a visual simulation of how the facility will look once constructed. The relationship between existing trees on and around the site and the facility is also represented.

Project Design

The proposed communication facility consists of a 62-foot-tall mono-pole, which will be built to appear as a eucalyptus tree, with 12 panel antennas and related equipment that generally enhance the range and quality of the facility's radio signal communication with mobile devices. According to the Applicant, the project will enhance Verizon's coverage in north Laguna Hills, as well as south Irvine. Ground equipment consists of two outdoor equipment cabinets and one diesel emergency generator located behind a six-foot-high block wall. The 267-square-foot equipment enclosure will be constructed and textured to match the adjacent trash enclosure located on the southwest corner of the property, outside the minimum side and rear yard setbacks. Additionally, the project includes the planting of twenty-three 15-gallon shrubs and eleven 5-gallon climbing vines around the proposed enclosure to partially screen the facility and enhance the aesthetics. The proposed equipment enclosure does not compromise any parking stalls; therefore, the parking at this site will not be affected. The proposed location/placement and design of the antenna structure as a eucalyptus tree will help the antenna pole to blend into the surrounding area and camouflage the antenna where eucalyptus and other mature trees exist as depicted in **Attachment 4**.

The area where the communication facility is proposed includes hundreds of mature ash and eucalyptus trees that proliferate the area and are typically between 40 and 80 feet in height. The wireless communications facility is designed to blend in to the context of the area's existing surroundings and site characteristics. Given that the antenna is camouflaged to appear as a eucalyptus tree, and the proliferation of existing mature trees throughout the area, its visual impacts are reduced. The equipment enclosure at the base of the tree will be constructed and painted to match the adjacent trash enclosure. Both the equipment enclosure and trash enclosure will be screened by shrubs and climbing vines to partially screen the facility and enhance the aesthetics.

Staff notes the maximum commercial building height limit in the MXU zone is 40 feet and at 62 feet the proposed antenna height is well in excess of the City's development standard. However, the City's Communication Facilities Ordinance allows antennas to exceed the maximum height allowed within the zoning district with the approval of a CUP. Pursuant to Section 9-58.040(E), antenna height shall conform to the height limit of the zoning district or as otherwise approved through a CUP. This regulatory approach allows the City to place conditions of approval on wireless communications facilities, such as requirements for landscaping and landscape maintenance, to ensure visual impacts caused by taller structures are reduced or eliminated. This approach has helped facilitate

the deployment of wireless technology within the community, which is identified as a desirable objective in the City's current General Plan. In order to meet the requirements of this approach, WCFs must be sited in a manner where improvements are screened from public view by existing buildings or landscaping. WCFs must also use placement, screening and camouflage, and other site characteristics to ensure compatibility between a proposed WCF and existing improvements. The proposed WCF relies on existing mature trees (on- and off-site) to accomplish these requirements. In addition, the placement of the WCF to the rear of the property will allow the improvements to use the two-story, 25,000 square foot building to obscure the antenna from views from the east. Other buildings in the area also screen the WCF beyond the project site.

Antenna Siting Analysis

Coverage maps provided by the Applicant indicate a large signal gap where Verizon is incapable of providing proper signal strength to customers. This gap generally exists between Lake Forest Drive to Alicia Avenue on either side of Moulton Parkway, as depicted on **Attachment 5**. The location of the project is such that information provided by the Applicant indicates that the proposed use will fill a gap in coverage in the North Laguna Hills area along a portion of the Moulton Parkway area and that the proposed antenna is at the height necessary to achieve adequate coverage. Staff notes the site is identified as "Maxwell" in Attachment 5.

The location of the proposed WCF within an office and industrial park near Lake Forest Drive between Mill Creek Drive and Moulton Parkway is ideal in that it avoids other locations in North Laguna Hills to the west that include residential and open space uses that would be more sensitive to the placement of a 60-foot wireless antenna. If the facility were moved to the east or north, it would overlap existing areas where adequate coverage exists and result in an inefficient location requiring additional antennas to be constructed in areas where poor coverage remained. If the WCF was moved further south along the Moulton Parkway corridor in North Laguna Hills, a WCF in this area would merely be located closer to potentially sensitive uses such as Veeh Ranch Park and New Vista School.

Health and Safety

The health risks associated with the public's exposure to radio frequency (RF) energy has been an area of public debate with the increase in the public's use of mobile devices and the proliferation of mobile technology and its supporting infrastructure such as wireless antennas. The following information was taken from the FCC's website (<https://www.fcc.gov/guides/human-exposure-rf-fields-guidelines-cellular-and-pcs-sites>):

"In 1996, the FCC adopted updated guidelines for evaluating human exposure to RF fields from fixed transmitting antennas such as those used for cellular and PCS cell sites. The FCC's guidelines are identical to those recommended by the National Council on Radiation Protection and Measurements (NCRP), a non-profit corporation chartered by Congress to develop information and recommendations concerning radiation protection.

The FCC's guidelines also resemble the 1992 guidelines recommended by the Institute of Electrical and Electronics Engineers (IEEE), a non-profit technical and professional engineering society, and endorsed by the American National Standards Institute (ANSI), a nonprofit, privately-funded membership organization that coordinates development of voluntary national standards in the United States.

In the case of cellular and PCS cell site transmitters, the FCC's RF exposure guidelines recommend a maximum permissible exposure level to the general public of approximately 580 microwatts per square centimeter. This limit is many times greater than RF levels typically found near the base of cellular or PCS cell site towers or in the vicinity of other, lower-powered cell site transmitters. Calculations corresponding to a "worst-case" situation (all transmitters operating simultaneously and continuously at the maximum licensed power) show that, in order to be exposed to RF levels near the FCC's guidelines, an individual would essentially have to remain in the main transmitting beam and within a few feet of the antenna for several minutes or longer. Thus, the possibility that a member of the general public could be exposed to RF levels in excess of the FCC guidelines is extremely remote."

To further indicate the site's compliance with FCC guidelines concerning the public's exposure to RF levels generated by this site, the Applicant has submitted a "Site Compliance Report" analyzing the proposed antenna's RF energy emissions dated June 27, 2015. The report indicates that the general population will not be exposed to RF energy levels in excess of limits recommended by the FCC. Section 5 of **Attachment 6** discusses the findings of the report. Recommendations are also made for occupational safety for maintenance personnel who might be working on the site after it becomes operational.

Given that the height of the panel antennas that will be transmitting RF energy occur around 55 feet, and there are no occupied structures occurring at the panel height within close proximity to the antenna structure directly in front of any transmitting beams, staff has no concerns that the use will result in any adverse impacts to the public as a result of RF emissions emanating from the site.

The Federal Telecommunications Act (FTA) prohibits the Planning Agency from denying or regulating the placement and construction of the WCF on the basis of environmental effects of WCF frequency emissions to the extent that such facilities comply with FCC regulations concerning acceptable frequency emissions. Pursuant to federal law, the Planning Agency cannot consider RF emissions to the extent that they do not exceed the parameters set by the FCC. Relying on potential health effects as a basis for denial or local regulation through the City's land use and planning process is impermissible under the FTA. Section 332 of the Federal Telecommunications Act (47 USC Sect. 152 *et seq.*).

The Federal Telecommunications Act provides, in relevant part, as follows:

"No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."

Recommended Conditions of Approval

In addition to the City's standard conditions of approval, staff recommends the following special conditions to ensure the use and related improvements do not negatively impact surrounding properties or the general North Laguna Hills area:

- Condition 17 requires the Applicant/Property Owner maintain the proposed communications facility in a "like new" condition and to replace camouflaging design elements and materials applied to the monopole such as branches, bark, or antenna covers that may in the future become worn, defective, faded or damaged.
- Condition 19 prohibits the Applicant/Property Owner from either tree topping, over pruning, or removing any existing, mature trees or other existing landscaping on the subject property without the prior written approval of the Community Development Director, and further requires any trees authorized by the City for removal to be replaced by the Applicant/Property Owner. This condition ensures that pre-existing natural landscape screening and camouflaging will always be present on the subject property to offset the visual impact of the proposed +/- 60 foot tall antenna structure.
- Condition 20 requires the Applicant/Property Owner to replace any existing, mature trees or existing landscaping that may in the future become ineffective at providing the necessary landscape screening and camouflage for the proposed antenna structure or the equipment enclosure.

The Federal Communications Commission (FCC) "Shot Clock Rule"

Federal Regulations adopted in 2009 and amended in 2014 designate specific time periods under which local agencies must review applications for WCFs. For this application, which is a new stand-alone facility, the City must process the Applicant's request for a CUP within 150 days from the date staff has determined that Applicant has provided all information needed for the Planning Agency to review the request and render a decision on the project. Staff determined the application was "deemed complete" on September 17, 2015. Should the Planning Agency render a decision on this project at its October 13, 2015 meeting, the City will have acted well within the 150-day review requirement prescribed by the FCC's Shot Clock Rule.

CONCLUSION:

Staff is of the opinion that this project, subject to the attached Conditions of Approval, meets the requirements and objectives of the City's Development Code and is

recommending approval of the CUP for the new Verizon Wireless communications facility. The use, as well as all physical modifications, will be contained within the existing site and will not affect the existing parking. Further, the WCF improvements will be well camouflaged and blend into the visual character of the area as a result of the antenna's location, placement, and proposed design as a eucalyptus tree, and all associated equipment will be fully screened behind the six-foot-high wall to ensure the use does not negatively impact the adjoining businesses or residences. In addition, conditions of approval require the Applicant to maintain the WCF improvements and existing, mature trees and landscaping on the subject property in such a condition that there will be no impairment of the visual quality and character of the area resulting from the construction of the WCF improvements.

PUBLIC COMMENT:

A total of twenty-five (25) public hearing notices were mailed, including all property owners within a 300-foot radius of the subject property and the tenants of the subject property. To date, no public comments or concerns have been received by staff.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15303 and 15311 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction or Conversion of Small Structures and Class 11, Accessory Structure) exemptions. These exemptions are applicable to the construction of new, small structures and equipment accessory to an existing commercial use.

FISCAL IMPACT:

None

ATTACHMENTS:

- Attachment 1 – Vicinity Map
- Attachment 2 – Photographs
- Attachment 3 – Aerial View
- Attachment 4 – Visual Simulations
- Attachment 5 – Coverage Maps
- Attachment 6 - Site Compliance Report
- Attachment 7 – Resolution of Approval
- Attachment 8 – Letter of Justification
- Attachment 9 – Plans



Attachment 1

Vicinity Map

Attachment 1 - Project Vicinity Map





Attachment 2

Area Photos

Attachment 2 – Area Photos



1. View of parking area of the subject property looking west. Proposed antenna will be located in approximate area where palm trees are located (near arrow). Existing building on the site is shown to the right.



2. View of existing mature eucalyptus trees in Veeh Ranch Park are indicative of the height of trees on public property and the public right-of-way.



3. Trees in the public right-of-way on Mill Creek Drive looking north near New Vista School (shown in the foreground).



- 4. “Hedge Row” of 50’-60’ tall eucalyptus trees on private property near the Triton Way and Lake Forest Drive intersection looking east.



- 5. 50’-60’ tall eucalyptus trees in the Triton Way public right-of-way near Lake Forest Avenue looking south.



Attachment 3

Aerial Overview

Attachment 3—Aerial Overview/ Existing Mature Trees





Attachment 4

Visual Simulations

EXISTING

10/13/2015 ITEM NO. 4.5.1

Maxwell
22941 Triton Way
Laguna Hills, CA 92653



These simulations are intended for graphical purposes only and not intended to be part of or to replace the information provided on the construction drawings

EXISTING



Maxwell
22941 Triton Way
Laguna Hills, CA 92653



10/13/2015 ITEM NO. 4.5.1

These simulations are intended for graphical purposes only and not intended to be part of or to replace the information provided on the construction drawings

PROPOSED

EXISTING

10/13/2015 ITEM NO. 4.5.1



Maxwell
22941 Triton Way
Laguna Hills, CA 92653



Proposed monoecalyptus

Proposed equipment enclosure

These simulations are intended for graphical purposes only and not intended to be part of or to replace the information provided on the construction drawings

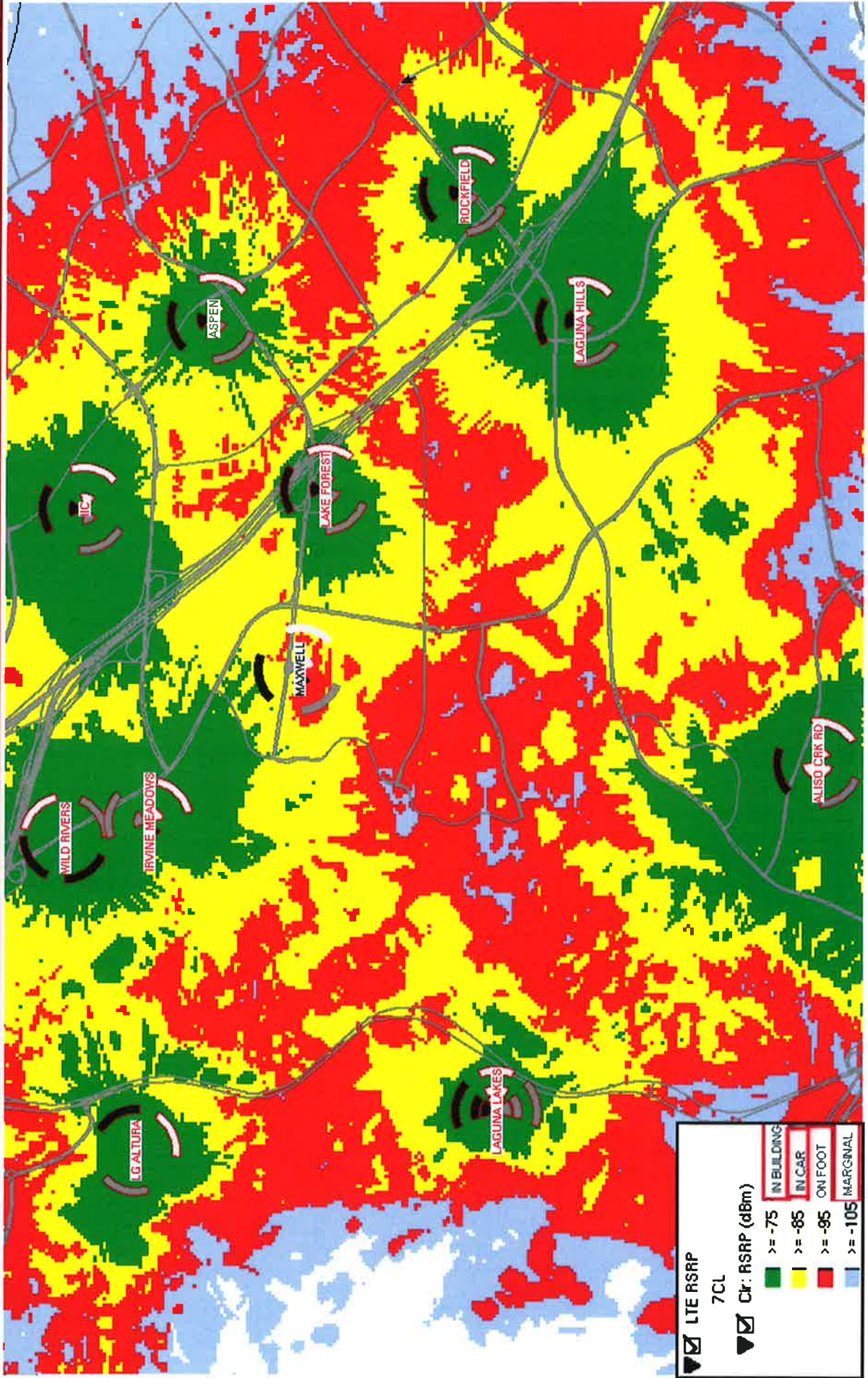
PROPOSED



Attachment 5

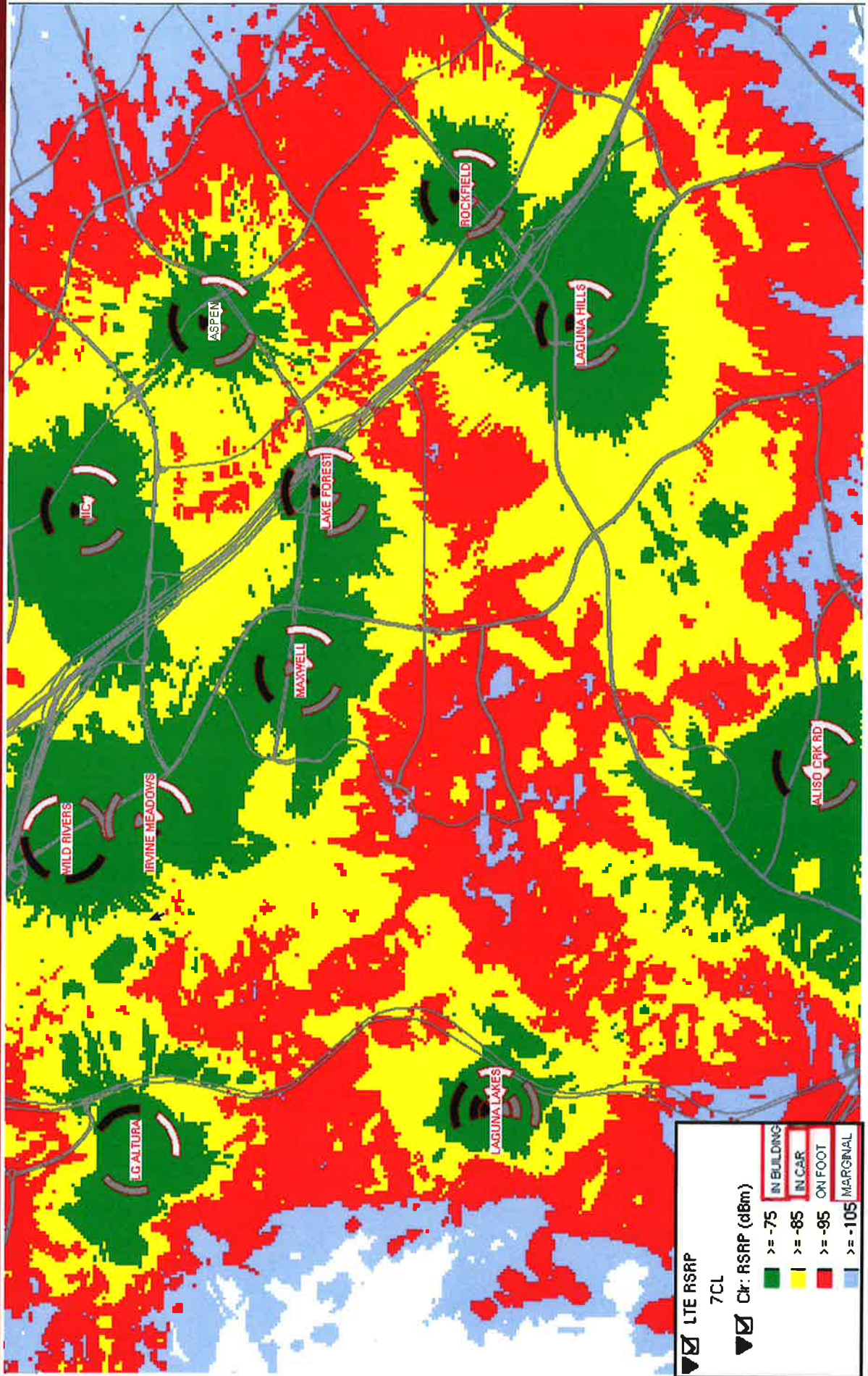
RF Coverage Maps

Existing Coverage Without Maxwell



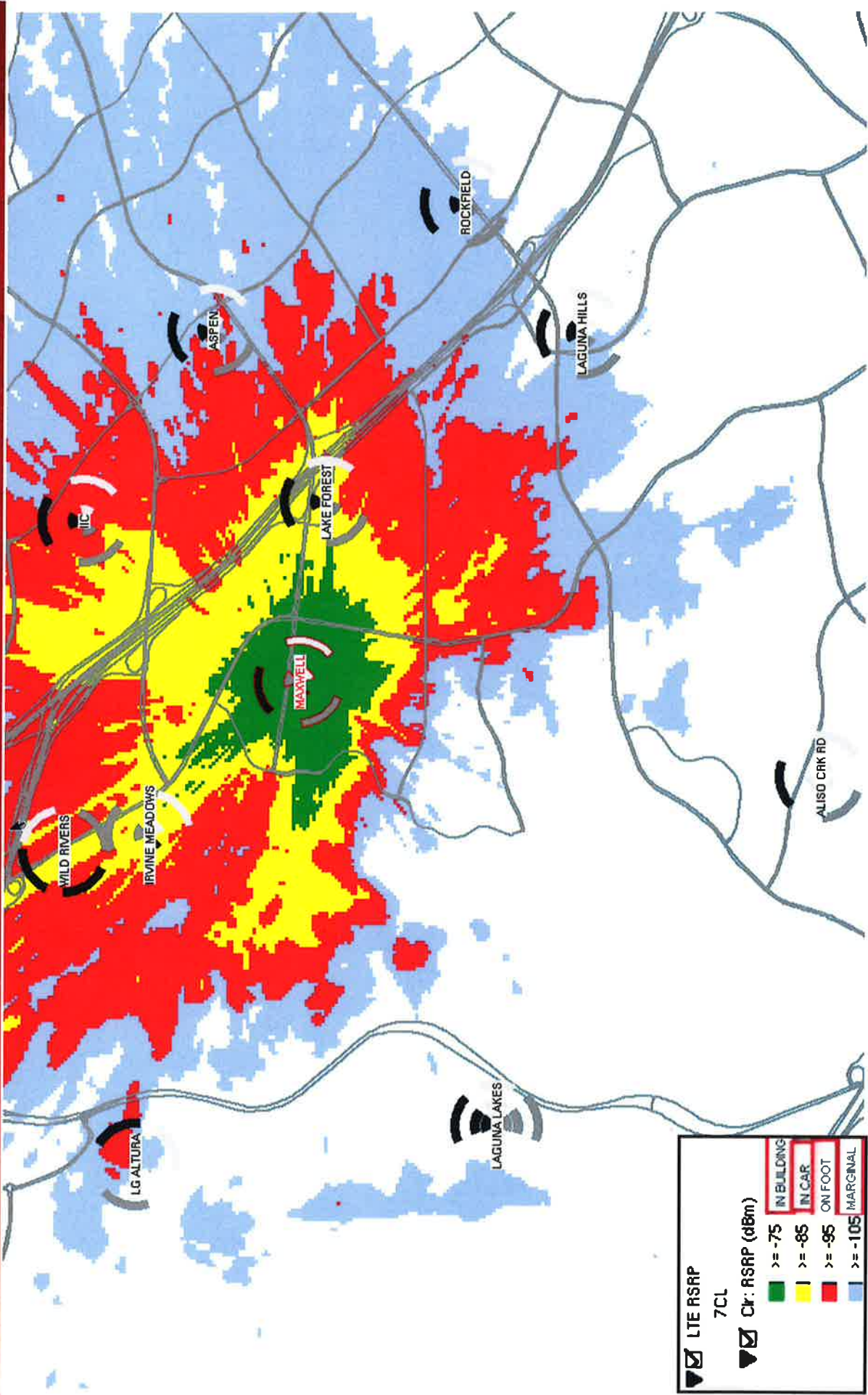


Proposed Coverage With Maxwell





Maxwell Coverage Only





Attachment 6

Site Compliance Reports

**Plancom Inc on behalf of Verizon
Wireless
Site ID – 124052
Site Name – Maxwell
Site Compliance Report**

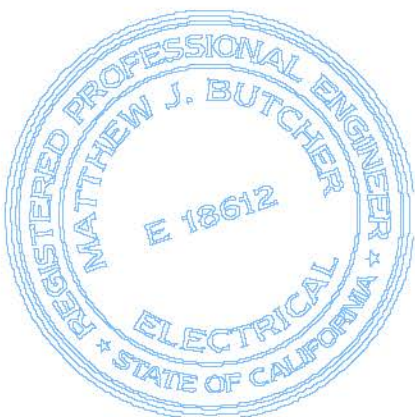
**22941 Triton Way
Laguna Hills, CA 92653**

Latitude: N33-37-44.90
Longitude: W117-44-02.61
Structure Type: Monoecalyptus

Report generated date: June 27, 2015
Report by: Scott Hoy
Customer Contact: Jim Heinrich

**Verizon Wireless Will Be Compliant based on
FCC Rules and Regulations.**

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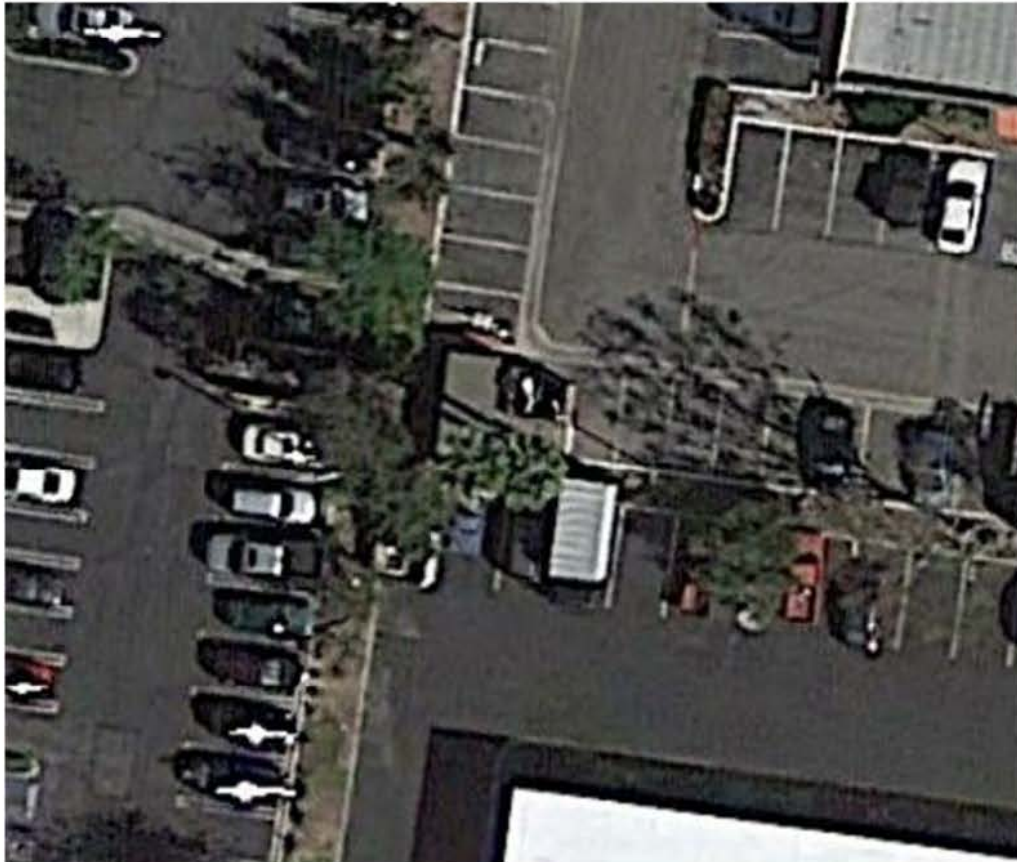


Registration Expires December 31, 2016



Matthew J Butcher
Registered Professional Engineer
State of California License E 18612

Plancom Inc on behalf of Verizon Wireless Maxwell - 124052 Radio Frequency (RF) Site Compliance Report



22941 Triton Way, Laguna Hills, CA 92653

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1 Executive Summary

Plancom Inc on behalf of Verizon Wireless has contracted with Sitesafe, Inc. (Sitesafe), an independent Radio Frequency (RF) regulatory and engineering consulting firm, to determine whether the proposed communications site, 124052 - Maxwell, located at 22941 Triton Way, Laguna Hills, CA, is in compliance with Federal Communication Commission (FCC) Rules and Regulations for RF emissions.

This report contains a detailed summary of the RF environment at the site including:

- diagram of the site;
- inventory of the make / model of all antennas
- theoretical MPE based on modeling.

This report addresses exposure to radio frequency electromagnetic fields in accordance with the FCC Rules and Regulations for all individuals, classified in two groups, "Occupational or Controlled" and "General Public or Uncontrolled." This **site will be compliant** with the FCC rules and regulations, as described in OET Bulletin 65.

This document and the conclusions herein are based on the information provided by Verizon Wireless.

If you have any questions regarding RF safety and regulatory compliance, please do not hesitate to contact Sitesafe's Customer Support Department at (703) 276-1100.

2 Regulatory Basis

2.1 FCC Rules and Regulations

In 1996, the Federal Communication Commission (FCC) adopted regulations for the evaluating of the effects of RF emissions in 47 CFR § 1.1307 and 1.1310. The guideline from the FCC Office of Engineering and Technology is Bulletin 65 ("OET Bulletin 65"), *Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields*, Edition 97-01, published August 1997. Since 1996 the FCC periodically reviews these rules and regulations as per their congressional mandate.

FCC regulations define two separate tiers of exposure limits: Occupational or "Controlled environment" and General Public or "Uncontrolled environment". The General Public limits are generally five times more conservative or restrictive than the Occupational limit. These limits apply to accessible areas where workers or the general public may be exposed to Radio Frequency (RF) electromagnetic fields.

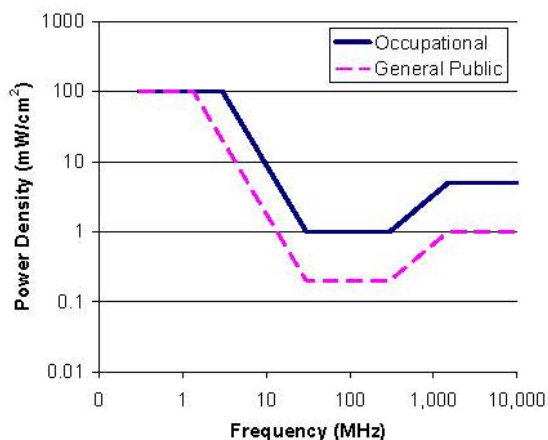
Occupational or Controlled limits apply in situations in which persons are exposed as a consequence of their employment and where those persons exposed have been made fully aware of the potential for exposure and can exercise control over their exposure.

An area is considered a Controlled environment when access is limited to these aware personnel. Typical criteria are restricted access (i.e. locked or alarmed doors, barriers, etc.) to the areas where antennas are located coupled with proper RF warning signage. A site with Controlled environments is evaluated with Occupational limits.

All other areas are considered Uncontrolled environments. If a site has no access controls or no RF warning signage it is evaluated with General Public limits.

The theoretical modeling of the RF electromagnetic fields has been performed in accordance with OET Bulletin 65. The Maximum Permissible Exposure (MPE) limits utilized in this analysis are outlined in the following diagram:

FCC Limits for Maximum Permissible Exposure (MPE)
Plane-wave Equivalent Power Density



Limits for Occupational/Controlled Exposure (MPE)

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1500	--	--	f/300	6
1500-100,000	--	--	5	6

Limits for General Population/Uncontrolled Exposure (MPE)

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1500	--	--	f/1500	30
1500-100,000	--	--	1.0	30

f = frequency in MHz

*Plane-wave equivalent power density

2.2 OSHA Statement

The General Duty clause of the OSHA Act (Section 5) outlines the occupational safety and health responsibilities of the employer and employee. The General Duty clause in Section 5 states:

- (a) Each employer –
 - (1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees;
 - (2) shall comply with occupational safety and health standards promulgated under this Act.
- (b) Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to his own actions and conduct.

OSHA has defined Radiofrequency and Microwave Radiation safety standards for workers who may enter hazardous RF areas. Regulation Standards 29 CFR § 1910.147 identify a generic Lock Out Tag Out procedure aimed to control the unexpected energization or start up of machines when maintenance or service is being performed.

3 Site Compliance

3.1 Site Compliance Statement

Upon evaluation of the cumulative RF emission levels from all operators at this site, Sitesafe has determined that:

This **site will be compliant** with the FCC rules and regulations, as described in OET Bulletin 65.

The compliance determination is based on theoretical modeling, RF signage placement recommendations, proposed antenna inventory and the level of restricted access to the antennas at the site. Any deviation from the Verizon Wireless's proposed deployment plan could result in the site being rendered non-compliant.

3.2 Actions for Site Compliance

Based on common industry practice and our understanding of FCC and OSHA requirements, this section provides a statement of recommendations for site compliance. RF alert signage recommendations have been proposed based on theoretical analysis of MPE levels. Barriers can consist of locked doors, fencing, railing, rope, chain, paint striping or tape, combined with RF alert signage.

This site will be compliant with the FCC rules and regulations.

4 Safety Plan and Procedures

The following items are general safety recommendations that should be administered on a site by site basis as needed by the carrier.

General Maintenance Work: Any maintenance personnel required to work immediately in front of antennas and / or in areas indicated as above 100% of the Occupational MPE limits should coordinate with the wireless operators to disable transmitters during their work activities.

Training and Qualification Verification: All personnel accessing areas indicated as exceeding the General Population MPE limits should have a basic understanding of EME awareness and RF Safety procedures when working around transmitting antennas. Awareness training increases a workers understanding to potential RF exposure scenarios. Awareness can be achieved in a number of ways (e.g. videos, formal classroom lecture or internet based courses).

Physical Access Control: Access restrictions to transmitting antennas locations is the primary element in a site safety plan. Examples of access restrictions are as follows:

- Locked door or gate
- Alarmed door
- Locked ladder access
- Restrictive Barrier at antenna (e.g. Chain link with posted RF Sign)

RF Signage: Everyone should obey all posted signs at all times. RF signs play an important role in properly warning a worker prior to entering into a potential RF Exposure area.

Assume all antennas are active: Due to the nature of telecommunications transmissions, an antenna transmits intermittently. Always assume an antenna is transmitting. Never stop in front of an antenna. If you have to pass by an antenna, move through as quickly and safely as possible thereby reducing any exposure to a minimum.

Maintain a 3 foot clearance from all antennas: There is a direct correlation between the strength of an EME field and the distance from the transmitting antenna. The further away from an antenna, the lower the corresponding EME field is.

Site RF Emissions Diagram: Section 5 of this report contains an RF Diagram that outlines various theoretical Maximum Permissible Exposure (MPE) areas at the site. The modeling is a worst case scenario assuming a duty cycle of 100% for each transmitting antenna at full power. This analysis is based on one of two access control criteria: General Public criteria means the access to the site is uncontrolled and anyone can gain access. Occupational criteria means the access is restricted and only properly trained individuals can gain access to the antenna locations.

5 Analysis

5.1 RF Emissions Diagram

The RF diagram(s) below display theoretical spatially averaged percentage of the Maximum Permissible Exposure for all systems at the site unless otherwise noted. These diagrams use modeling as prescribed in OET Bulletin 65 and assumptions detailed in Appendix B.

The key at the bottom of each diagram indicates if percentages displayed are referenced to FCC General Population Maximum Permissible Exposure (MPE) limits. Color coding on the diagram is as follows:

- Gray represents areas predicted to be at 5% of the MPE limits, or below.
- Green represents areas predicted to be between 5% and 100% of the MPE limits.
- Blue represents areas predicted to be between 100% and 500% of the MPE limits.
- Yellow represents areas predicted to be between 500% and 5000% of the MPE limits.
- Red areas indicated predicted levels greater than 5000% of the MPE limits.

General Population diagrams are specified when an area is accessible to the public; i.e. personnel that do not meet Occupational or RF Safety trained criteria, could gain access.

If trained occupational personnel require access to areas that are delineated as **Blue** or above 100% of the limit, Sitesafe recommends that they utilize the proper personal protection equipment (RF monitors), coordinate with the carriers to reduce or shutdown power, or make real-time power density measurements with the appropriate power density meter to determine real-time MPE levels. This will allow the personnel to ensure that their work area is within exposure limits.

The key at the bottom also indicates the level or height of the modeling with respect to the main level. The origin is typically referenced to the main rooftop level, or ground level for a structure without access to the antenna level. For example:

Average from 0 feet above to 6 feet above origin

and

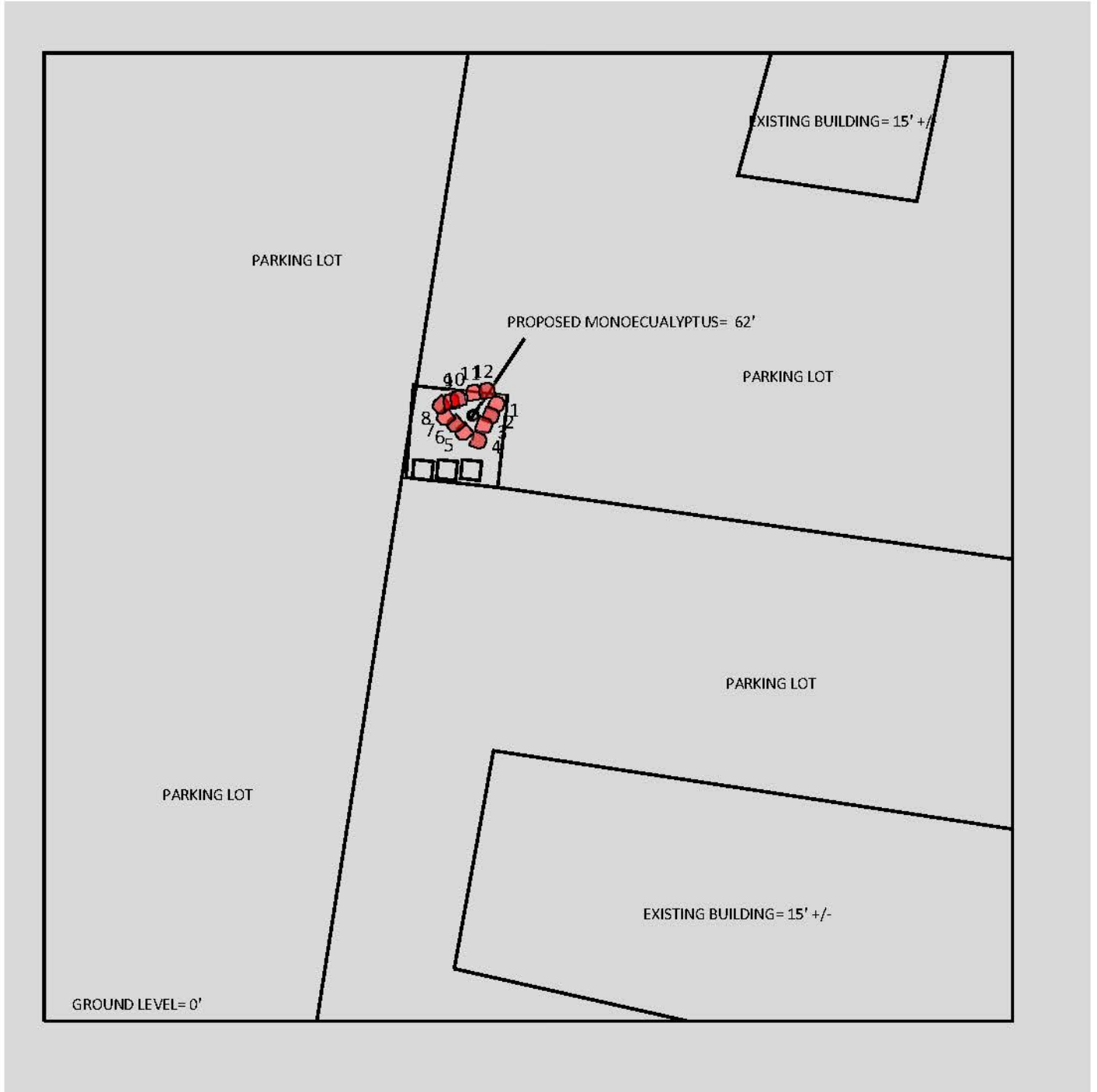
Average from 20 feet above to 26 feet above origin

The first indicates modeling at the main rooftop (or ground) level averaged over 6 feet. The second indicates modeling at a higher level (possibly a penthouse level) of 20 feet averaged over 6 feet.

Abbreviations used in the RF Emissions Diagrams

PH=# #'	Penthouse at ## feet above main roof
---------	--------------------------------------

RF Emissions Simulation For: Maxwell

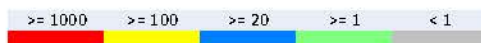


(Feet)

0 17.5 35

www.sitesafe.com
Site Name: Maxwell

% of FCC Occupational Exposure Limit
Spatial average 0' - 6'

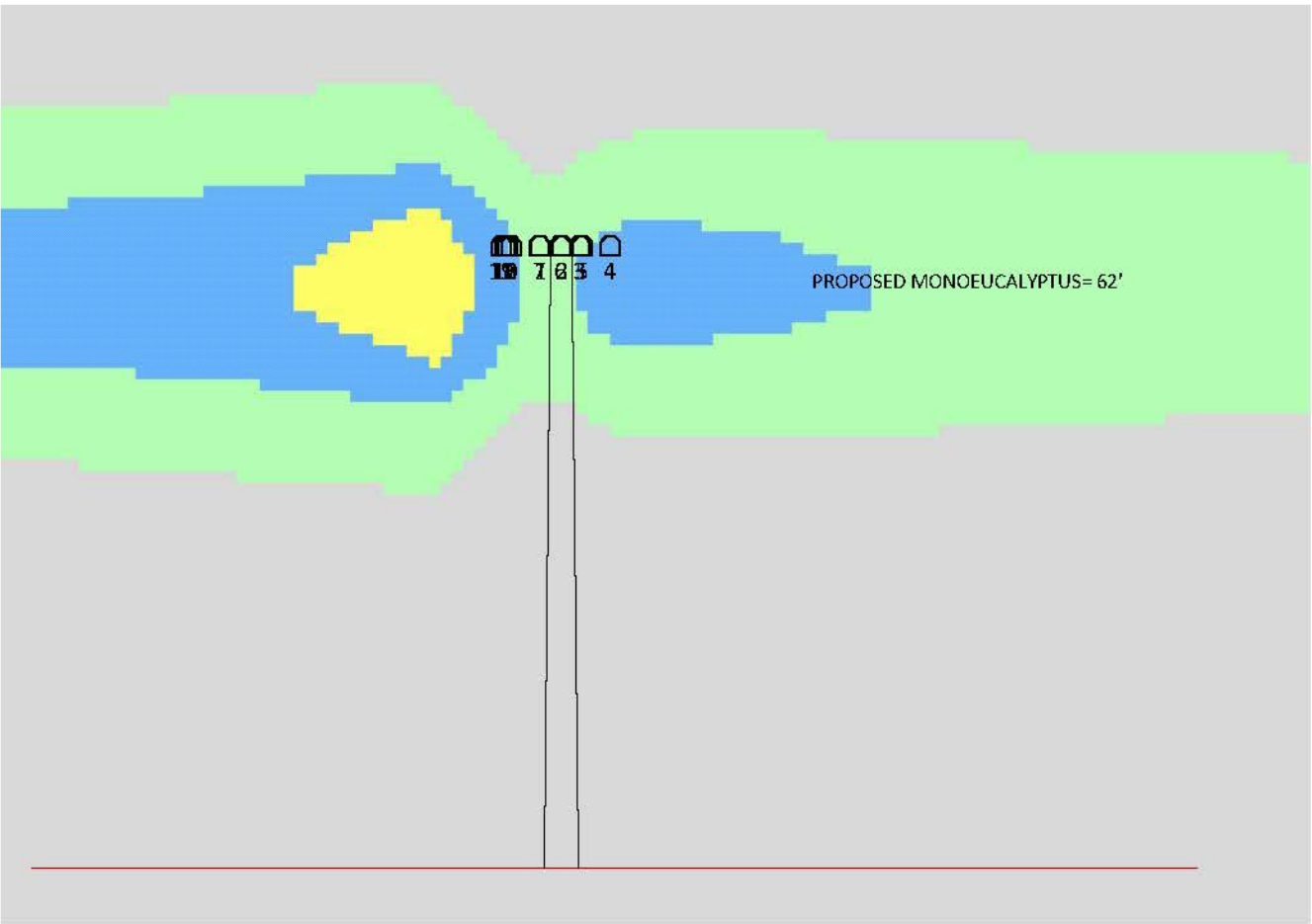


AT&T MOBILE LLC	VERIZON WIRELESS	T-MOBILE	METROPCS	CIRCUIT COMMUNICATIONS	CLEARWIRE	SPRINT

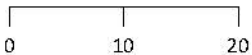
10/13/2015 ITEM NO. 45.1

Sitesafe Inc. assumes no responsibility for modeling
errors or omissions. This report is for informational
purposes only. It is not intended to be used for
any other purpose. Sitesafe Inc. Version 1.0.0.0
6/27/2015 9:58:35 AM

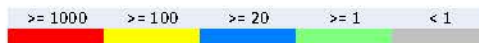
RF Emissions Simulation For: Maxwell Elevation View



(Feet)



% of FCC Occupational Exposure Limit
Spatial average 0' - 6'



AT&T WORLDWIDE	VERIZON WIRELESS	T-MOBILE	NETSCAPE	COMCAST COMMUNICATIONS	CLEARWIRE	SPRINT

Sheafre Inc. assumes no responsibility for modeling results not verified by Sheafre personnel. Contact Sheafre Inc. for modeling assistance at (703) 276-1100. SheafreTC Version: 1.0.0.0 6/27/2015 9:01:44 AM

6 Antenna Inventory

The Antenna Inventory shows all transmitting antennas at the site. This inventory was provided by the customer, and was utilized by Sitesafe to perform theoretical modeling of RF emissions. The inventory coincides with the site diagrams in this report, identifying each antenna's location at 124052 - Maxwell. The antenna information collected includes the following information:

- Licensee or wireless operator name
- Frequency or frequency band
- Transmitter power – Effective Radiated Power (“ERP”), or Equivalent Isotropic Radiated Power (“EIRP”) in Watts
- Antenna manufacturer make, model, and gain

For other carriers at this site, the use of “Generic” as an antenna model, or “Unknown” for an operator means the information with regard to carrier, their FCC license and/or antenna information was not available nor could it be secured while on site. Equipment, antenna models and nominal transmit power were used for modeling, based on past experience with radio service providers.



The following antenna inventory, on this and the following page, were provided by the customer and were utilized to create the site model diagrams:

Table 3: Antenna Inventory												
Ant #	Operated By	TX Freq (MHz)	ERP (Watts)	Antenna Gain (dBd)	Az (Deg)	Antenna Model	Ant Type	Len (ft)	Horizontal Half Power Beamwidth (Deg)	Location		
										X	Y	Z
1	VERIZON WIRELESS (Proposed)	751	3105.9	14.13	110	Andrew SBNHH-1 D65C	Panel	8	66	109.8'	166.8'	55'
1	VERIZON WIRELESS (Proposed)	1900	5729.5	15.54	110	Andrew SBNHH-1 D65C	Panel	8	65	109.8'	166.8'	55'
2	VERIZON WIRELESS (Proposed)	751	3105.9	14.13	110	Andrew SBNHH-1 D65C	Panel	8	66	108.6'	164.5'	55'
2	VERIZON WIRELESS (Proposed)	2100	6654.6	16.19	110	Andrew SBNHH-1 D65C	Panel	8	63	108.6'	164.5'	55'
3	VERIZON WIRELESS (Spare)	850	0	13.43	110	Generic	Panel	6.3	65	107.3'	162.5'	55'
4	VERIZON WIRELESS (Spare)	1900	0	16.26	110	Generic	Panel	6.3	65	106.1'	159.4'	55'
5	VERIZON WIRELESS (Proposed)	751	3105.9	14.13	230	Andrew SBNHH-1 D65C	Panel	8	66	103'	161.1'	55'
5	VERIZON WIRELESS (Proposed)	1900	5729.5	15.54	230	Andrew SBNHH-1 D65C	Panel	8	65	103'	161.1'	55'
6	VERIZON WIRELESS (Proposed)	751	3105.9	14.13	230	Andrew SBNHH-1 D65C	Panel	8	66	101.3'	162.7'	55'
6	VERIZON WIRELESS (Proposed)	2100	6654.6	16.19	230	Andrew SBNHH-1 D65C	Panel	8	63	101.3'	162.7'	55'
7	VERIZON WIRELESS (Spare)	850	0	13.43	230	Generic	Panel	6.3	65	99.3'	164.1'	55'
8	VERIZON WIRELESS (Spare)	1900	0	16.26	230	Generic	Panel	6.3	65	98.5'	166.5'	55'

Table 3: Antenna Inventory

Ant #	Operated By	TX Freq (MHz)	ERP (Watts)	Antenna Gain (dBd)	Az (Deg)	Antenna Model	Ant Type	Len (ft)	Horizontal Half Power Beamwidth (Deg)	Location		
										X	Y	Z
9	VERIZON WIRELESS (Proposed)	751	3105.9	14.13	350	Andrew SBNHH-1D65C	Panel	8	66	100.6'	167.3'	55'
9	VERIZON WIRELESS (Proposed)	1900	5729.5	15.54	350	Andrew SBNHH-1D65C	Panel	8	65	100.6'	167.3'	55'
10	VERIZON WIRELESS (Proposed)	751	3105.9	14.13	350	Andrew SBNHH-1D65C	Panel	8	66	102'	167.9'	55'
10	VERIZON WIRELESS (Proposed)	2100	6654.6	16.19	350	Andrew SBNHH-1D65C	Panel	8	63	102'	167.9'	55'
11	VERIZON WIRELESS (Spare)	850	0	13.43	350	Generic	Panel	6.3	65	105.2'	169.1'	55'
12	VERIZON WIRELESS (Spare)	1900	0	16.26	350	Generic	Panel	6.3	65	107.8'	169.5'	55'

NOTE: X, Y and Z indicate relative position of the antenna to the origin location on the site, displayed in the model results diagram. Specifically, the Z reference indicates antenna height above the main site level unless otherwise indicated. ERP values provided by the client and used in the modeling may be greater than are currently deployed. For other carriers at this site the use of "Generic" as an antenna model or "Unknown" for a wireless operator means the information with regard to carrier, their FCC license and/or antenna information was not available nor could it be secured while on site. Equipment, antenna models and nominal transmit power were used for modeling, based on past experience with radio service providers.

7 Engineer Certification

The professional engineer whose seal appears on the cover of this document hereby certifies and affirms that:

I am registered as a Professional Engineer in the jurisdiction indicated in the professional engineering stamp on the cover of this document; and

That I am an employee of Sitesafe, Inc., in Arlington, Virginia, at which place the staff and I provide RF compliance services to clients in the wireless communications industry; and

That I am thoroughly familiar with the Rules and Regulations of the Federal Communications Commission (FCC) as well as the regulations of the Occupational Safety and Health Administration (OSHA), both in general and specifically as they apply to the FCC Guidelines for Human Exposure to Radio-frequency Radiation; and

That I have thoroughly reviewed this Site Compliance Report and believe it to be true and accurate to the best of my knowledge as assembled by and attested to by Scott Hoy.

June 27, 2015

Appendix A – Statement of Limiting Conditions

Sitesafe will not be responsible for matters of a legal nature that affect the site or property.

Due to the complexity of some wireless sites, Sitesafe performed this analysis and created this report utilizing best industry practices and due diligence. Sitesafe cannot be held accountable or responsible for anomalies or discrepancies due to actual site conditions (i.e., mislabeling of antennas or equipment, inaccessible cable runs, inaccessible antennas or equipment, etc.) or information or data supplied by Verizon Wireless, the site manager, or their affiliates, subcontractors or assigns.

Sitesafe has provided computer generated model(s) in this Site Compliance Report to show approximate dimensions of the site, and the model is included to assist the reader of the compliance report to visualize the site area, and to provide supporting documentation for Sitesafe's recommendations.

Sitesafe may note in the Site Compliance Report any adverse physical conditions, such as needed repairs, observed during the survey of the subject property or that Sitesafe became aware of during the normal research involved in performing this survey. Sitesafe will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because Sitesafe is not an expert in the field of mechanical engineering or building maintenance, the Site Compliance Report must not be considered a structural or physical engineering report.

Sitesafe obtained information used in this Site Compliance Report from sources that Sitesafe considers reliable and believes them to be true and correct. Sitesafe does not assume any responsibility for the accuracy of such items that were furnished by other parties. When conflicts in information occur between data provided by a second party and physical data collected by Sitesafe, the physical data will be used.

Appendix B – Assumptions and Definitions

General Model Assumptions

In this site compliance report, it is assumed that all antennas are operating at **full power at all times**. Software modeling was performed for all transmitting antennas located on the site. Sitesafe has further assumed a 100% duty cycle and maximum radiated power.

The site has been modeled with these assumptions to show the maximum RF energy density. Sitesafe believes this to be a worst-case analysis, based on best available data. Areas modeled to predict emissions greater than 100% of the applicable MPE level may not actually occur, but are shown as a worst-case prediction that could be realized real time. Sitesafe believes these areas to be safe for entry by occupationally trained personnel utilizing appropriate personal protective equipment (in most cases, a personal monitor).

Thus, at any time, if power density measurements were made, we believe the real-time measurements would indicate levels below those depicted in the RF emission diagram(s) in this report. By modeling in this way, Sitesafe has conservatively shown exclusion areas – areas that should not be entered without the use of a personal monitor, carriers reducing power, or performing real-time measurements to indicate real-time exposure levels.

Use of Generic Antennas

For the purposes of this report, the use of “Generic” as an antenna model, or “Unknown” for an operator means the information about a carrier, their FCC license and/or antenna information was not provided and could not be obtained while on site. In the event of unknown information, Sitesafe will use our industry specific knowledge of equipment, antenna models, and transmit power to model the site. If more specific information can be obtained for the unknown measurement criteria, Sitesafe recommends remodeling of the site utilizing the more complete and accurate data. Information about similar facilities is used when the service is identified and associated with a particular antenna. If no information is available regarding the transmitting service associated with an unidentified antenna, using the antenna manufacturer’s published data regarding the antenna’s physical characteristics makes more conservative assumptions.

Where the frequency is unknown, Sitesafe uses the closest frequency in the antenna’s range that corresponds to the highest Maximum Permissible Exposure (MPE), resulting in a conservative analysis.

Definitions

5% Rule – The rules adopted by the FCC specify that, in general, at multiple transmitter sites actions necessary to bring the area into compliance with the guidelines are the shared responsibility of all licensees whose transmitters produce field strengths or power density levels at the area in question in excess of 5% of the exposure limits. In other words, any wireless operator that contributes 5% or greater of the MPE limit in an area that is identified to be greater than 100% of the MPE limit is responsible taking corrective actions to bring the site into compliance.

Compliance – The determination of whether a site is safe or not with regards to Human Exposure to Radio Frequency Radiation from transmitting antennas.

Decibel (dB) – A unit for measuring power or strength of a signal.

Duty Cycle – The percent of pulse duration to the pulse period of a periodic pulse train. Also, may be a measure of the temporal transmission characteristic of an intermittently transmitting RF source such as a paging antenna by dividing average transmission duration by the average period for transmission. A duty cycle of 100% corresponds to continuous operation.

Effective (or Equivalent) Isotropic Radiated Power (EIRP) – The product of the power supplied to the antenna and the antenna gain in a given direction relative to an isotropic antenna.

Effective Radiated Power (ERP) – In a given direction, the relative gain of a transmitting antenna with respect to the maximum directivity of a half wave dipole multiplied by the net power accepted by the antenna from the connecting transmitter.

Gain (of an antenna) – The ratio of the maximum intensity in a given direction to the maximum radiation in the same direction from an isotropic radiator. Gain is a measure of the relative efficiency of a directional antennas as compared to an omni directional antenna.

General Population/Uncontrolled Environment – Defined by the FCC, as an area where RFR exposure may occur to persons who are **unaware** of the potential for exposure and who have no control of their exposure. General Population is also referenced as General Public.

Generic Antenna – For the purposes of this report, the use of “Generic” as an antenna model means the antenna information was not provided and could not be obtained while on site. In the event of unknown information, Sitesafe will use our industry specific knowledge of antenna models to select a worst case scenario antenna to model the site.

Isotropic Antenna – An antenna that is completely non-directional. In other words, an antenna that radiates energy equally in all directions.

Maximum Measurement – This measurement represents the single largest measurement recorded when performing a spatial average measurement.

Maximum Permissible Exposure (MPE) – The rms and peak electric and magnetic field strength, their squares, or the plane-wave equivalent power densities associated with these fields to which a person may be exposed without harmful effect and with acceptable safety factor.

Occupational/Controlled Environment – Defined by the FCC, as an area where Radio Frequency Radiation (RFR) exposure may occur to persons who are **aware** of the potential for exposure as a condition of employment or specific activity and can exercise control over their exposure.

OET Bulletin 65 – Technical guideline developed by the FCC's Office of Engineering and Technology to determine the impact of Radio Frequency radiation on Humans. The guideline was published in August 1997.

OSHA (Occupational Safety and Health Administration) – Under the Occupational Safety and Health Act of 1970, employers are responsible for providing a safe and healthy workplace for their employees. OSHA's role is to promote the safety and health of America's working men and women by setting and enforcing standards; providing training, outreach and education; establishing partnerships; and encouraging continual process improvement in workplace safety and health. For more information, visit www.osha.gov.

Radio Frequency Radiation – Electromagnetic waves that are propagated from antennas through space.

Spatial Average Measurement – A technique used to average a minimum of ten (10) measurements taken in a ten (10) second interval from zero (0) to six (6) feet. This measurement is intended to model the average energy an average sized human body will absorb while present in an electromagnetic field of energy.

Transmitter Power Output (TPO) – The radio frequency output power of a transmitter's final radio frequency stage as measured at the output terminal while connected to a load.

Appendix C – Rules & Regulations

Explanation of Applicable Rules and Regulations

The FCC has set forth guidelines in OET Bulletin 65 for human exposure to radio frequency electromagnetic fields. Specific regulations regarding this topic are listed in Part 1, Subpart I, of Title 47 in the Code of Federal Regulations. Currently, there are two different levels of MPE - General Public MPE and Occupational MPE. An individual classified as Occupational can be defined as an individual who has received appropriate RF training and meets the conditions outlined below. General Public is defined as anyone who does not meet the conditions of being Occupational. FCC and OSHA Rules and Regulations define compliance in terms of total exposure to total RF energy, regardless of location of or proximity to the sources of energy.

It is the responsibility of all licensees to ensure these guidelines are maintained at all times. It is the ongoing responsibility of all licensees composing the site to maintain ongoing compliance with FCC rules and regulations. Individual licensees that contribute less than 5% MPE to any total area out of compliance are not responsible for corrective actions.

OSHA has adopted and enforces the FCC's exposure guidelines. A building owner or site manager can use this report as part of an overall RF Health and Safety Policy. It is important for building owners/site managers to identify areas in excess of the General Population MPE and ensure that only persons qualified as Occupational are granted access to those areas.

Occupational Environment Explained

The FCC definition of Occupational exposure limits apply to persons who:

- are exposed to RF energy as a consequence of their employment;
- have been made aware of the possibility of exposure; and
- can exercise control over their exposure.

OSHA guidelines go further to state that persons must complete RF Safety Awareness training and must be trained in the use of appropriate personal protective equipment.

In order to consider this site an Occupational Environment, the site must be controlled to prevent access by any individuals classified as the General Public. Compliance is also maintained when any non-occupational individuals (the General Public) are prevented from accessing areas indicated as Red or Yellow in the attached RF Emissions diagram. In addition, a person must be aware of the RF environment into which they are entering. This can be accomplished by an RF Safety Awareness class, and by appropriate written documentation such as this Site Compliance Report.

All Verizon Wireless employees who require access to this site must complete RF Safety Awareness training and must be trained in the use of appropriate personal protective equipment.

Appendix D – General Safety Recommendations

The following are *general recommendations* appropriate for any site with accessible areas in excess of 100% General Public MPE. These recommendations are not specific to this site. These are safety recommendations appropriate for typical site management, building management, and other tenant operations.

1. All individuals needing access to the main site (or the area indicated to be in excess of General Public MPE) should wear a personal RF Exposure monitor, successfully complete proper RF Safety Awareness training, and have and be trained in the use of appropriate personal protective equipment.
2. All individuals needing access to the main site should be instructed to read and obey all posted placards and signs.
3. The site should be routinely inspected and this or similar report updated with the addition of any antennas or upon any changes to the RF environment including:
 - adding new antennas that may have been located on the site
 - removing of any existing antennas
 - changes in the radiating power or number of RF emitters
4. Post the appropriate **NOTICE**, **CAUTION**, or **WARNING** sign at the main site access point(s) and other locations as required. Note: Please refer to RF Exposure Diagrams in Appendix B, to inform everyone who has access to this site that beyond posted signs there may be levels in excess of the limits prescribed by the FCC. The signs below are examples of signs meeting FCC guidelines.



5. Ensure that the site door remains locked (or appropriately controlled) to deny access to the general public if deemed as policy by the building/site owner.
6. For a General Public environment the four color levels identified in this analysis can be interpreted in the following manner:
 - Gray represents area at below 5% of the General Public MPE limits or below. This level is safe for a worker to be in at any time.
 - Green represents areas predicted to be between 5% and 100% of the General Public MPE limits. This level is safe for a worker to be in at any time.

- Blue represents areas predicted to be between 100% and 500% of the General Public MPE limits. This level is safe for a worker to be in at any time.
- Yellow represents areas predicted to be between 500% and 5000% of the General Public MPE limits. This level is safe for a worker to be in.
- Red areas indicated predicted levels greater than 5000% of the General Public MPE limits. This level is not safe for the General Public to be in.

7. For an Occupational environment the four color levels identified in this analysis can be interpreted in the following manner:

- Areas indicated as Gray are at 5% of the Occupational MPE limits or below. This level is safe for a worker to be in at any time.
- Green represents areas predicted to be between 5% and 20% of the Occupational MPE limits. This level is safe for a worker to be in at any time.
- Yellow represents areas predicted to be between 20% and 100% of the Occupational MPE limits. Only individuals that have been properly trained in RF Health and Safety should be allowed to work in this area. This is not an area that is suitable for the General Public to be in.
- Red areas indicated predicted levels greater than 100% of the Occupational MPE limits. This level is not safe for the Occupational worker to be in for prolonged periods of time. Special procedures must be adhered to such as lock out tag out procedures to minimize the workers exposure to EME.

8. Use of a Personal Protective Monitor: When working around antennas, Sitesafe strong recommends the use of a Personal Protective Monitor (PPM). Wearing a PPM will properly forewarn the individual prior to entering an RF exposure area.

Keep a copy of this report available for all persons who must access the site. They should read this report and be aware of the potential hazards with regards to RF and MPE limits.

Additional Information

Additional RF information is available by visiting both www.Sitesafe.com and www.fcc.gov/oet/rfsafety. OSHA has additional information available at: <http://www.osha-slc.gov/SLTC/radiofrequencyradiation>.



Attachment 7

Proposed Resolution

RESOLUTION NO. PA2015-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 6-15-3254, A REQUEST BY PLANCOM, INC., ON BEHALF OF VERIZON WIRELESS, TO ESTABLISH A NEW WIRELESS COMMUNICATIONS FACILITY (WCF) STEALTHED AS A MONOEUCALYPTUS TREE AT 22933 TRITON WAY IN THE (MXU) MIXED-USE ZONE.

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

WHEREAS, PLANcom, Inc., on behalf of Verizon Wireless ("the Applicant"), has filed an application for Conditional Use Permit No. 6-15-3254 to establish a new Verizon wireless communications facility (WCF) at 22933 Triton Way in the (MXU) Mixed-Use zone; and

WHEREAS, Conditional Use Permit No. 6-15-3254 is hereby found to be Categorically Exempt from CEQA pursuant to Section 15303 and 15311 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction or Conversion of Small Structures and Class 11, Accessory Structure) exemptions; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a duly noticed public hearing held on October 13, 2015.

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. That the required findings by the City for approval of Conditional Use Permit No. 6-15-3254 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan land use designation for this property is Mixed-Use, which is intended to provide for a variety of goods and services. Within the Mixed Use designation, appropriate land uses include limited industrial and manufacturing uses, administrative and professional uses, institutional and government uses, business support uses, auto-related uses, as well as a variety of retail goods and services. The subject property carries a zone designation of Mixed-Use which implements the property's Mixed-Use General Plan Land Use designation. Communication facilities are permitted in the Mixed Use zone, subject to compliance with the

regulations and requirements established in Chapter 9-58 of the Laguna Hills Municipal Code.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures.

The use will be located in an existing parking lot of an existing mixed-use development. Other uses in the center include retail, service businesses, and office professional; the mixed-use development is immediately surrounded by other mixed-used developments and by residential properties nearby. The proposed use will enhance the existing wireless service to the center and the surrounding area. Although the antenna improvement associated with the use is +/- 20 taller than existing buildings in the area, conditions of approval require site landscaping to be maintained or replaced as needed to ensure that sufficient landscape screening exists on the site, and to ensure the improvements related to the use are visually compatible with the surrounding area. Visual compatibility can be achieved by camouflaging the antenna to appear as a eucalyptus tree to blend in with the hundreds of mature eucalyptus and Ash trees found in the area. The proposed footprint of the use is less than 300 square feet and requires occasional maintenance and will not impact the nature, condition, and development of adjacent uses, buildings and structures since the use is not associated with activities or include characteristics that could be detrimental to adjacent uses or structures such as significant vehicular traffic, creation of odors, use of an inordinate amount of hazardous materials, or other activities that could be detrimental to the use of adjoining property. The use will also operate within required FCC parameters pertaining to the transmission of RF energy to ensure there is no harmful public exposure.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The wireless communications facility will be located within an existing parking lot in a mixed-use development and occupy less than 300 square feet of area on the site. The facility will require the construction on an equipment enclosure, adjacent to an existing trash enclosure. The wireless communications facility is adequate in size to accommodate the equipment enclosure. The improvements will not interfere with on-site circulation, hinder on-site parking, or otherwise interfere with the main function of the site which is the use and operation of a two-story office building.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed wireless communications facility will be located in the MXU zone which includes development standards for parking, landscaping,

building setbacks, height limit standards, and floor area ration. The use was evaluated for compliance with all standards and the proposed antenna height was found to exceed the maximum building height limit (commercial) in the zone which is 40 feet. The proposed wireless communications facility monoecalyptus tree is 62 feet. However, the City's Communication Facilities ordinance allows antennas to exceed the maximum height allowed with the approval of a conditional use permit (LHMC 9-58.040(E)). Although the equipment enclosure will be placed within an area of the parking lot, next to the existing trash enclosure, it will not compromise any parking stalls. Therefore, the parking at this site will not be affected. The proposed use will comply with the City's development standards if the requested CUP is approved.

5. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

The wireless communications facility will be designed to appear as a eucalyptus tree to ensure it will be visually integrated with the area, which includes hundreds of mature eucalyptus and ash trees that are currently 40-80 feet in height. Condition 17 also requires the communication facility and equipment enclosure to be maintained in a "like new" condition and to replace camouflaging materials that may in the future become worn, defective, faded or damaged. Conditions 19 and 20 also require the Applicant/Property Owner to maintain or replace existing on-site landscaping to ensure that the proposed antenna remains visually compatible with its surroundings and camouflaged.

6. That there are no reasonable design or location alternatives to the requested use that would have less adverse affects on the surrounding property or be less detrimental to the public health, safety, and welfare.

Information provided by the Applicant indicates that the proposed use will fill a gap in coverage in the North Laguna Hills area, and that the proposed antenna is at the height necessary to achieve adequate coverage for the area. The location of the facility within an office and industrial park near Lake Forest Drive between Mill Creek Drive and Moulton Parkway is ideal in that it avoids other locations in North Laguna Hills that include residential and open space uses that would be more sensitive to the placement of a 60-foot wireless antenna.

7. That the facility structures and equipment are located, designed and screened to blend with the existing natural environment or built surroundings so as to reduce visual impacts to the extent feasible considering the technological requirements of the proposed telecommunication services and the need to be compatible with the character of the community.

The area where the communication facility is proposed includes hundreds of mature ash and eucalyptus trees that proliferate the area and are

typically between 40 and 80 feet in height. The wireless communications facility is designed to blend in to the context of the area's existing surroundings and site characteristics. Given that the antenna is camouflaged to appear as a eucalyptus tree, and the proliferation of existing mature trees throughout the area, its visual impacts are reduced. The equipment enclosure at the base of the tree will be constructed and painted to match the adjacent trash enclosure. Both the equipment enclosure and trash enclosure will be screened by shrubs and climbing vines to partially screen the facility and enhance the aesthetics.

8. That the facility is designed to blend with any existing supporting structures and does not substantially alter the character of the structure or local area.

As described in other findings above, the antenna and the equipment enclosure are designed to be compatible with its surroundings. The antenna's design will allow it to blend into the visual context of the surrounding area which includes hundreds of existing, mature eucalyptus and ash trees. The equipment enclosure will be visually compatible with the adjacent trash enclosure. Therefore, the approval of this Conditional Use Permit will not substantially alter the character of the surrounding area.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 6-15-3254 subject to the following conditions:

1. This approval 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.
2. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of said Conditional Use Permit by the Laguna Hills Planning Agency.
3. 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, PLANcom, Inc., Verizon Wireless, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
4. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall refer to the Conditional Use Permit No. 6-15-3254 approved pursuant to this Resolution.

5. This Conditional Use Permit may be modified or revoked by the Planning Agency should the Agency determine, after a duly noticed hearing held in compliance with all applicable laws, including without limitation, the Federal Telecommunications Act and FCC rules and regulations, that the proposed use or conditions under which is being operated or maintained are detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
6. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
7. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
8. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservations, or exaction imposed on this project through the conditions of approval has begun.

9. 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. The Conditional Use Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from October 13, 2015.
11. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.
12. The Applicant is required to completely dismantle and remove the communication facility and its antennas and all equipment on the subject property which are abandoned for a period of six months or more or upon expiration of the lease with the owner of record.
13. The Applicant shall cooperate with other communications companies in co-locating additional antennas on equipment structures or within the lease area, provided said co-applicants have received the proper City and leasehold approvals. The Applicant shall exercise good faith in co-locating with other communications companies and sharing the permitted site, provided such shared use does not give rise to a substantial technical level or quality of service impairment of the permitted use (as opposed to a competitive conflict or financial burden).
14. Within ninety (90) days of commencement of operations, the Applicant of the wireless communications facility shall be required to provide a preliminary report and field report prepared by a qualified engineer that shows the operation of the facility is in conformance with all applicable FCC standards and regulations, including, where incorporated by the FCC, the standards established by the American National Standards Institute (ANSI) and Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to electromagnetic fields (EMF) and radio frequency radiation (RFR). Said report must be mailed or delivered to the Planning Division at 24035 El Toro Road, Laguna Hills, CA 92653.
15. The proposed facility shall comply with all applicable regulations outlined in Chapter 9-58 of the Laguna Hills Municipal Code regarding communication facilities.
16. The Applicant shall paint all panel antennas, dish antennas, and accompanying wire/conduits/mounting brackets to be compatible with the color of the surrounding eucalyptus trees. The leaves and simulated bark material of the monoecalyptus antenna shall also be painted to be compatible with surrounding eucalyptus trees. The Applicant shall submit applicable color samples to the Community

Development Director for review and approval prior to painting the communication facility.

17. The Applicant shall maintain all communications facility and antenna camouflaging elements in a "like new" condition and shall promptly replace camouflaging materials applied to the monopole such as branches, bark, or antenna covers that become worn, defective, faded or damaged within 90 days upon written notification from the Community Development Director.
18. The Applicant shall, at its sole cost and expense, provide and install landscaping that includes the planting of twenty-three (23) 15-gallon shrubs and eleven (11) 5-gallon climbing vines around the proposed equipment enclosure to partially screen the communications facility and enhance the aesthetics.
19. The legally required findings in support of issuance of this Permit have been made based on the fact that the proposed communications facility is to be located, designed, screened to blend with the natural environment and camouflaged by the numerous existing, mature trees and existing landscaping located on the subject property so as to reduce visual impacts to the extent feasible. As such, the Applicant/Property Owner shall not tree top, over prune, or remove any existing, mature trees or other existing landscaping located on the subject property without the prior written approval of the Community Development Director. In the event that the Applicant/Property Owner fails to comply with this condition, the Community Development Director may bring this Permit back to the Planning Agency to consider additional conditions, amended conditions, or revocation.
20. If at any time in the future the Community Development Director determines, in his or her sole discretion, that any of the existing, mature trees or existing landscaping becomes ineffective at providing the necessary screening and/or camouflage for the communications facility or the equipment enclosure, the Applicant/Property Owner shall replace such existing tree(s) or existing landscaping as directed by the Community Development Director within 90 days upon written notification from the Community Development Director. In the event that the Applicant/Property Owner fails to comply with this condition, the Community Development Director may bring this Permit back to the Planning Agency to consider additional conditions, amended conditions, or revocation.
21. The Applicant shall remove graffiti from the subject property within 48 hours upon written notification from the Community Development Director.

22. The subject property shall be kept clean and clear of all trash and debris.
23. Prior to the issuance of any permits, the Applicant shall provide an "existing tree plan" to the Community Development Director for review and approval indicating the location, species, and approximate height of existing trees. Photo documentation of all trees is required.
24. The Applicant shall be responsible for ensuring applicable Building Permits are obtained. As required by section 105 of the 2013 California Building Code. (See work exempt from permits) prior to commencement of any work for which a permit is required.
25. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by section 107 of the 2013 California Building Code, (construction documents).
26. At time of permit issuance, Applicant shall submit approvals from Planning Departments prior to issuance of building permit.
27. At time of building issuance Applicant shall submit approvals from Orange County Fire Authority or provide verification of plan submittal prior to issuance of Building permits.
28. At time of permit issuance Applicant shall submit Construction and Demolition Waste Recycling Program paper work if applicable. As required by the City of Laguna Hills Ordinance NO. 2003-9 and to comply with mandates of the California Integrated Waste Management Board (CIWMB).
29. Applicant shall comply with all general construction Water Quality Ordinances, as required by the City of Laguna Hills, Ordinance No. 2003-12.
30. Applicant shall submit documents for a metering device and be responsible for ensuring separate Building Permits are obtained for such device.
31. Applicant shall comply with all California Energy requirements. As required by the California Energy Commission at the time of document submittal for the purpose of permit issuance.
32. All construction shall comply with 2013 California Building Code, California Plumbing Code, California Mechanical Code, and California Electrical Codes in regards to U occupancies.

33. Prior to issuance of any permits or approvals the Applicant shall submit to the Orange County Fire Authority (OCFA) a plan for review and approval any battery system containing an aggregated quantity of electrolyte with hazard classifications(s) in excess of the permit issuance threshold amount listed in CFC Appendix Chapter 1, Section 105.

PASSED, APPROVED, AND ADOPTED this 13th day of October, 2015.

DORE J. GILBERT, M.D., CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2015- adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 13th day of October, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK



Attachment 8

Applicant Letter of Justification

PLANNING APPLICATION

Date Received: _____

Receipt #: _____

By: _____

Case #: _____

APPLICATION TYPE	FEE	DEPOSIT	CASE NUMBER
PRELIMINARY APPLICATION PROJECT REVIEW	\$600		PA
CHANGED PLAN (Minor)	\$600		CP
CHANGED PLAN (Major)		\$2,000	CP
APPEAL	\$600		APL
GENERAL PLAN AMENDMENT		\$6,000	GPA
ZONE CHANGE		\$6,000	ZC
VARIANCE		\$3,500	VA
CONDITIONAL USE PERMIT	Typical	\$4,000	CUP
	Modified	\$2,000	CUP
SITE DEVELOPMENT PERMIT (Major)	Typical	\$4,000	SDP
	Master Sign Program	\$4,000	MSP
SITE DEVELOPMENT PERMIT (Minor)	Typical	\$800	SDP
	Sign Program Amendment/Retaining Wall	\$800	SDP
ENVIRONMENTAL	Negative Declaration	\$3,000	
	Environmental Impact Report (EIR)	\$10,000	
TENTATIVE PARCEL MAP		\$4,500	TPM
TENTATIVE TRACT MAP (\$1,000 screen check fee plus)		\$6,000	TTR
LOT LINE ADJUSTMENT		\$1,000	LLA
OTHER			
PERMANENT RECORD RETENTION FEE (All applications)	\$30		
FIRE PLAN CHECK	\$440		

DEPARTMENT USE ONLY ABOVE THIS LINE

APPLICANT TO COMPLETE

PROJECT INFORMATION

PROJECT NAME: Maxwell

PROJECT ADDRESS/LOCATION: 22941 Triton Way

ASSESSORS' PARCEL NUMBER 588-081-01 TRACT/PARCEL MAP & LOT #:

ZONING: MXU GENERAL PLAN DESIGNATION:

PROJECT DESCRIPTION: Construction of an unmanned wireless facility for Verizon Wireless

APPLICANT: Plancom Inc CONTACT PERSON: Jim Heinrich PHONE: 714-906-0018

ADDRESS/CITY: 250 El Camino Real #117 STATE: CA ZIP: 92780

BILL TO: (person/company to receive refund or invoice for additional fees due) Plancom Inc - SEE ABOVE PHONE:

ADDRESS/CITY: STATE: ZIP:

PROPERTY OWNER: Neptune Holdings Corp. PHONE: 909-418-8017

ADDRESS/CITY: 22921 Triton Way #127 STATE: CA ZIP: 92653

MAILING LIST CERTIFICATION:

In accordance with Section 9-92 of the City of Laguna Hills Development Code, I certify that the property owners list included with this application contains the names of all legal owner and tenants of all parcels of land within (300) feet of the exterior boundaries of the attached legally described parcel of land, as shown on the latest adopted Orange County Tax Roll

APPLICANT'S SIGNATURE: [Signature] DATE: 6/26/15

OWNER'S SIGNATURE: _____ DATE: _____

LETTER OF AUTHORIZATION

APPLICATION FOR ZONING/LAND USE ENTITLEMENTS

VZW "MAXWELL"

Property Address: 22941 Triton Way, Laguna Hills, CA 92653

Assessor's Parcel Numbers: 588-081-01

I, JOHN JETT, owner / authorized representative of the above described property, authorize PlanCom, Inc, agent to Verizon Wireless to act as an agent on my behalf for the sole purpose of consummating any building or land-use applications necessary to ensure Verizon Wireless' ability to use the property for the purpose of constructing and operating a communications facility. Owner of the property also authorizes applicant to review and copy any Planning or Building Department records in regards to this property. I understand that this application may be denied, modified, or approved with conditions, and that such conditions or modifications must be complied with prior to issuance of building permits.

I further understand that signing this authorization is not to be construed as a commitment of any kind, and that all land-use approvals obtained will be subject to the successful completion of lease negotiations and my approval of the project site plans.

Signature of Property Owner /
Authorized Representative:



Print Name:

JOHN JETT

Title:

MANAGER

Company:

NEPTUNIAN HOLDINGS CORP.

Address:

22921 TRITON WAY, #121
LAGUNA HILLS, CA 92653

Telephone:

949-600-8033

Date:

6/19/15

PLEASE NOTARIZE

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

State of California

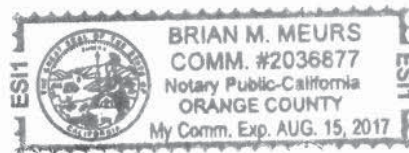
County of ORANGE

On JUNE 19, 2015 before me, BRIAN M. MEURS, NOTARY PUBLIC, Notary Public, personally appeared JOHN JETT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Brian M. Meurs
NOTARY PUBLIC



SEAL



Telecommunications Project Management

June 26, 2015

Jim Heinrich
PlanCom, Inc.
250 El Camino Real, Ste 117
Tustin, CA 92870

Sent Via Hand-Delivery

City of Laguna Hills, Planning Dept.
24035 El Toro Road
Laguna Hills, CA 92653

RE: Letter of Project Description and Justification
Site Name: Verizon Wireless Site "Maxwell" – Laguna Hills
APN: 588-081-01

To Whom It May Concern:

Attached please find the necessary application materials for a new WCF proposed at the parcel location listed above. I am enclosing the required Planning Application form, a deposit check, the requested drawings, and this letter of project proposal, as well as the supplemental materials. Please review the attachments and confirm they are complete and satisfactory in order for your staff to review and approve the requested wireless facility. The items included for your review are as follows:

1. Planning Application form
2. Deposit Fee
3. OCFA Plan Submittal Criteria form
4. Environmental Application
5. Title Report
6. Justification Letter (see below)
7. 6 sets of plans
8. Photo-simulations
9. Notification Maps
10. Electronic Copy of application materials

As part of its ongoing dedication to system-wide maintenance and improvements, Verizon Wireless is proposing to add a new WCF to be located at 22941 Triton Way, in the City of Laguna Hills. This site is located in the parking lot of an existing mixed use development and is bordered by commercial uses in all directions. The site proposed is a facility comprised of (1) monoeucalyptus tree, (12) panel antennas, (12) RRU's with (12) RRU-A2 pack, (2) raycaps, (2)

outdoor equipment cabinets, and (1) emergency generator, and connections as required for power and telco services. The design of the facility is integrated into the existing trees in the parking lot, thus having the smallest impact to aesthetic, commercial, residential, athletic, and tourism interests in the area.

A mono-eucalyptus WCF in this case is the ideal design as it blends into the commercial building fabric of the area much better than any other type of new architectural design or vertical feature of similar height and massing would accomplish. The maximum height limit for this zone is 40', however, Verizon needs the site to exceed the height limit of the zone to be able to get the necessary coverage in this area. RF coverage will be compromised if they are unable to exceed the height limit of the zone. By making use of existing vertical features of the area, the existing trees, the new site will be installed without any significant change to any of the aesthetic features of the area and no negative impacts on the view shed of the existing neighborhood. VZW antennas will be painted to match the branches and be fully camouflaged within the existing trees to minimize any visual impacts and blend into the trees and their overall aesthetic. Additionally, all of our support equipment has been placed within a CMU wall for maximum invisibility in this area and will not compromise any parking stalls in the parking lot.

This proposed WCF will benefit the community of Laguna Hills by enhancing existing area coverage in the fully developed residential communities, business parks, and community-serving regional roadways in the immediate area surrounding this site. This targeted geographic area has moderate coverage and this new WCF will strengthen coverage and provide a much-needed capacity increase to the voice and data system already in use for residential, business, and mobile users alike. As the volume of users on the Verizon Wireless system steadily increase, the system needs support to properly handle the demands. This site is one of a number of sites currently under the planning and development process and this particular site will specifically off-load call volume from our sites within a quarter mile. As mentioned elsewhere in this application, in the City of Laguna Hills we are working on an infill/capacity project and additional sites will be submitted to the City over the coming year.

The proposed WCF will not be detrimental in any way to the health, safety, and welfare of the general public. It actually will serve to strengthen the ability of the public to access E-911 services in addition to providing better wireless access to data and voice services that have become a normal part of business and personal transactions and conversations on a weekly, daily, and hourly basis. The benefit of wireless telecommunications has been a tremendous asset to nearly every person in one way or another as our society advances towards new and diverse forms of communication and technology.

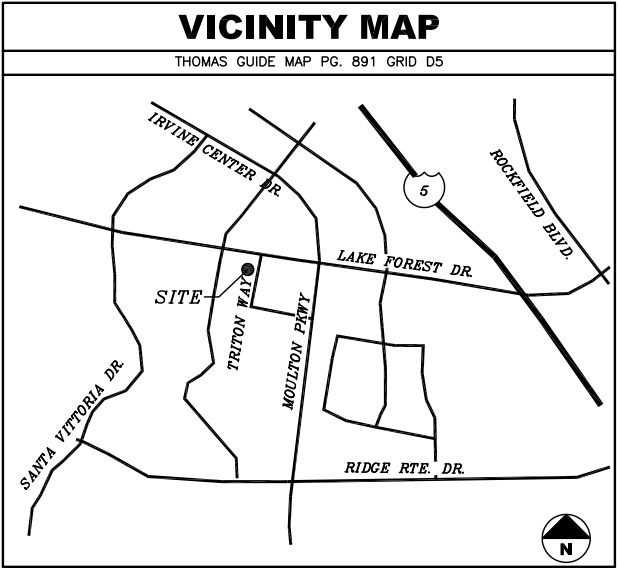


Attachment 9

Project Plans



MAXWELL
(MACRO CELL EVOLUTION)
22933 TRITON WAY
LAGUNA HILLS, CA 92653



DRIVING DIRECTIONS

STARTING FROM VERIZON IRVINE OFFICE:

1. HEAD SOUTHEAST TOWARD SAND CANYON SIDE PATH/ SAN CANYON TRAIL
2. TURN RIGHT ONTO SAND CANYON AVE.
3. TURN RIGHT ONTO LAGUNA CANYON RD.
4. AT THE TRAFFIC CIRCLE, TAKE THE 2ND EXIT AND STAY ON LAGUNA CANYON RD.
5. TURN RIGHT TO STAY ON LAGUNA CANYON RD. (SIGN FOR CALIFORNIA 133 S)
6. TURN LEFT ONTO LAKE FOREST DR.
7. TURN RIGHT ONTO TRITON WAY

GENERAL CONTRACTOR NOTES

CONTRACTOR SHALL VERIFY ALL PLANS WITH EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LOCAL CODES.

PROJECT TEAM

ARCHITECT
FULSANG ARCHITECTURE INC.
3471 VIA LIDO, SUITE 202
NEWPORT BEACH, CA 92663
CONTACT: ERIC FULSANG
PHONE: (949) 838-4139

SURVEYOR
BERT HAZE & ASSOCIATES
3188 AIRWAY AVE #K1
COSTA MESA, CA 92626
CONTACT: BERT HAZE
PHONE: (714) 557-1567

PROJECT REPRESENTATIVE
PLANCOM INC.
250 EL CAMINO REAL, SUITE 117
TUSTIN, CA 92780
CONTACT: ERIC MEURS
PHONE: (949) 370-5939

PROJECT DESCRIPTION

CONSTRUCTION OF AN UNMANNED WIRELESS CELL SITE FOR VERIZON.

PROJECT CONSISTS OF:

- (1) MONOEUCALYPTUS
- (12) PANEL ANTENNAS
- (12) RRUS W/ (12) RRU-A2 PACKS
- (2) RAYCAPS
- (1) STAND-BY DC DIESEL GENERATOR
- (2) MCE EQUIPMENT CABINETS
- CONNECTIONS AS REQUIRED FOR POWER AND TELCO SERVICES.

PROJECT INFORMATION

APPLICANT/LESSEE
VERIZON
15505 SAND CANYON AVE.
BUILDING 'D' 1st FLOOR
IRVINE, CA 92618
24 HR EMERGENCY CONTACT
PHONE: (949) 286-7000

PROPERTY OWNER
PROPERTY OWNER: NEPTUNIAN HOLDINGS CORPORATION
CONTACT PERSON: JOHN JETT, PROPERTY MANAGER ON PREMISES
CONTACT NUMBER: (909) 418-8017
PROPERTY OWNER ADDRESS: 22921 TRITON WAY # 127 LAGUNA HILLS, CA 92653

PROPERTY INFORMATION
A.P.N.: 588-081-01
JURISDICTION: CITY OF LAGUNA HILLS
CURRENT ZONING: MXU (MIXED USE)
OCCUPANCY TYPE: B/U
TYPE OF CONSTRUCTION: V-B
ADA REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. DISABLED ACCESS NOT REQUIRED PER EXEMPTION IN 2013 CBC CHAPTER 11B SECTION 203.4 LIMITED ACCESS SPACES.

SHEET INDEX	
SHEET	DESCRIPTION
T-1	TITLE SHEET
LS-1	TOPOGRAPHIC SURVEY
LS-2	TOPOGRAPHIC SURVEY
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN, LEASE AREA PLAN & ANTENNA PLAN
A-3	ELEVATIONS
A-4	ELEVATIONS
A-5	SECTION & DETAIL
L-1	PLANTING PLAN

CABLE/ANTENNA SCHEDULE				
ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	HYBRID FLEX LENGTH	HYBRID FLEX TYPE
ALPHA	110°	TBD	65'	(2)6X12
BETA	230°	TBD	65'	2X4
GAMMA	350°	TBD	65'	2X4
NOTE: CONSTRUCTION MANAGER TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES, CHECK RF DATA SHEET.				

APPROVAL

LANDLORD: _____

PROJECT MANAGER: _____

CONSTRUCTION MANAGER: _____

RF ENGINEER: _____

SITE ACQUISITION: _____

ZONING MANAGER: _____

UTILITY COORDINATOR: _____

NETWORK OPERATIONS: _____

15505 SAND CANYON AVE.
BUILDING 'D' 1st FLOOR
IRVINE, CA 92618

FULSANG
ARCHITECTURE
3471 VIA LIDO, SUITE 202
NEWPORT BEACH, CA 92663
PHONE: (949) 838-4139

SEAL

ISSUED FOR: ZONING REVIEW
ISSUE DATE: 09/17/2015
PROJECT No. FA140905
DRAWN BY: JM CHECKED BY: EF

SUBMITTALS

REV.	DATE	DESCRIPTION	BY
0	05/20/15	ZONING REVIEW	JM
1	05/22/15	CLIENT COMMENTS	JM
2	08/11/15	SURVEY UPDATE	JM
3	09/15/15	CITY COMMENTS	NW
4	09/17/15	CITY COMMENTS	NW

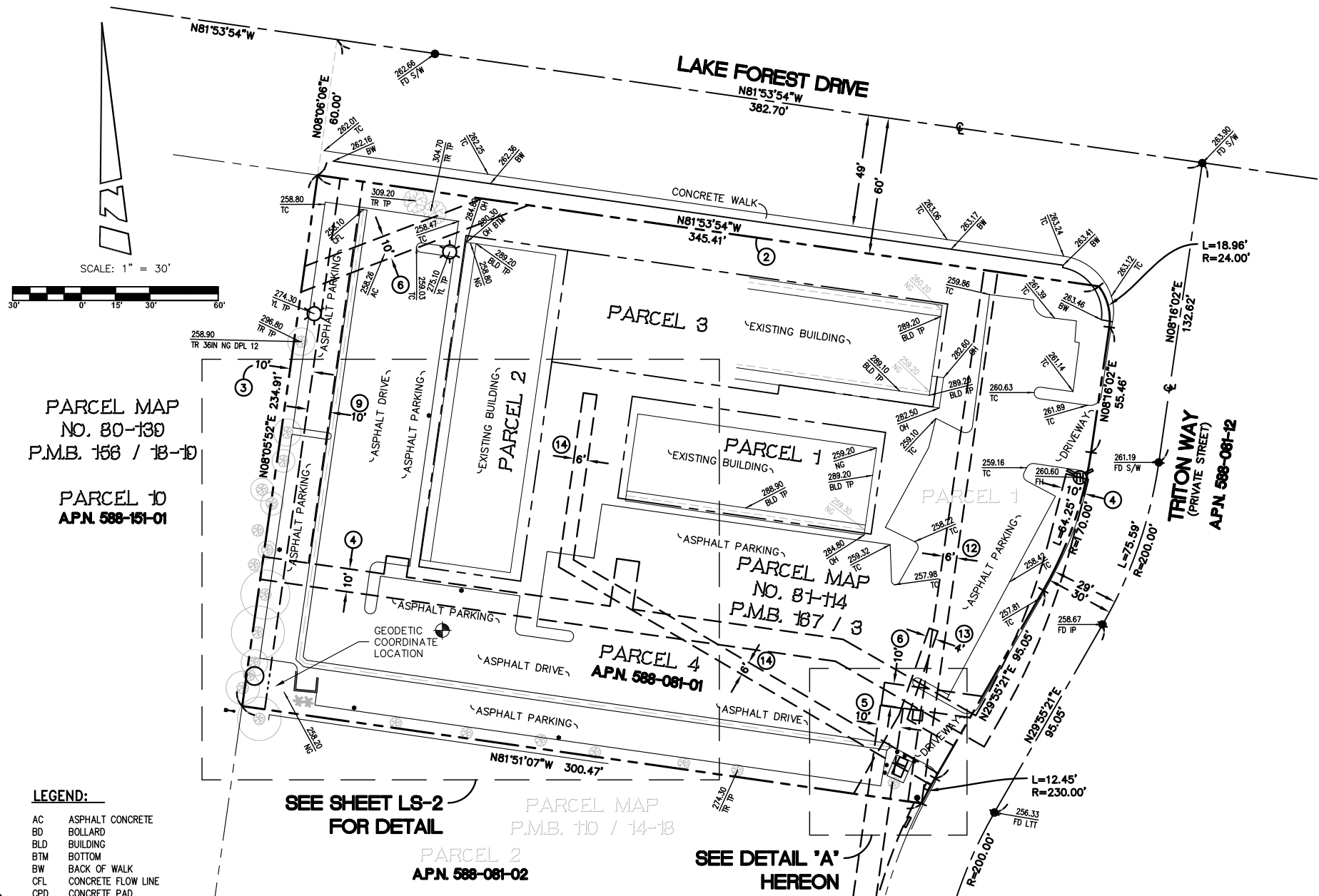
MAXWELL
(MACRO CELL EVOLUTION)
22933 TRITON WAY
LAGUNA HILLS, CA 92653

SHEET TITLE

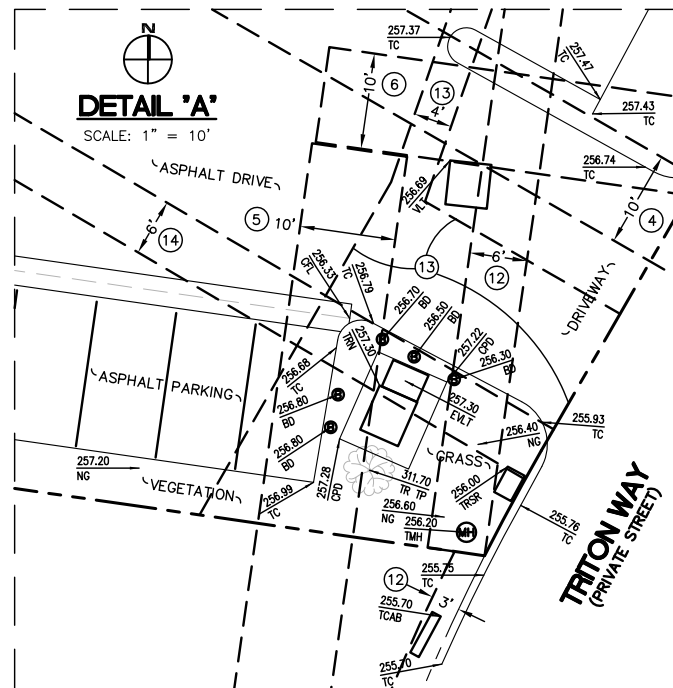
TITLE SHEET

SHEET NUMBER

T-1



- LEGEND:**
- AC ASPHALT CONCRETE
 - BD BOLLARD
 - BLD BUILDING
 - BTM BOTTOM
 - BW BACK OF WALK
 - CFL CONCRETE FLOW LINE
 - CPD CONCRETE PAD
 - DPL DRIP LINE
 - EVL ELECTRICAL VAULT
 - FD FOUND
 - FH FIRE HYDRANT
 - H HEIGHT (FEET)
 - IN INCHES
 - IP IRON PIPE
 - LTT LEAD, TACK, AND TAG
 - NG NATURAL GROUND
 - OH OVERHANG
 - RKPL ROCK PILE
 - S/W SPIKE AND WASHER
 - SL STREET LIGHT
 - TC TOP OF CURB
 - TCAB TELCO CABINET
 - TMH TELCO MANHOLE
 - TP TOP
 - TR TREE
 - TRN TRANSFORMER
 - TRPM PALM TREE
 - TRSR TELCO RISER
 - TW TOP OF WALL
 - VL VAULT
 - YL YARD LIGHT
 - BLOCK WALL
 - BOLLARD
 - CENTERLINE
 - FIRE HYDRANT
 - FOUND MONUMENT
 - MANHOLE
 - STREET LIGHT
 - YARD LIGHT



LEGAL DESCRIPTION:

PARCEL A:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 81-114, CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 167, PAGE 3 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL MINERALS, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTING AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES FROM SAID LAND BY MEANS OF MINES, WELLS, DERRICKS AND/OR OTHER EQUIPMENT FROM THE SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE-DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THE ABOVE-DESCRIBED LAND NOR TO USE ANY OF THE SAID LAND OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF THE LAND FOR ANY PURPOSES WHATSOEVER, AS RESERVED BY NORMAN VEER AND WIFE, IN DEED RECORDED JULY 1, 1965, RESPECTIVELY, IN BOOK 7577, PAGE 886 OF OFFICIAL RECORDS AND IN BOOK 7577, PAGE 902 OF OFFICIAL RECORDS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITY PURPOSES OVER PARCEL A, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON A MAP FILED IN BOOK 110, PAGES 14 TO 18 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SET FORTH IN AN INSTRUMENT RECORDED JANUARY 28, 1978 IN BOOK 12544, PAGE 1328, OF OFFICIAL RECORDS. (CONTAINED WITHIN TRITON WAY, PRIVATE STREET)

BASIS OF BEARINGS:

THE CENTERLINE OF TRITON WAY BEING NORTH 08°16'02" EAST PER PARCEL MAP NO. 81-114, P.M.B. 167/3, RECORDS OF ORANGE COUNTY.

ASSESSOR'S IDENTIFICATION:

ORANGE COUNTY A.P.N. 588-081-01

AREA:

1.82± ACRES PER LOS ANGELES COUNTY ASSESSOR

BENCH MARK REFERENCE:

U.S.G.S. BENCH MARK "BM 298"

UNITED STATES GEOLOGICAL SURVEY BENCH MARK "BM 298" AS SHOWN ON THE "EL TORO" 7.5 MINUTE QUADRANGLE MAP.

ELEVATION: 300.5 FEET A.M.S.L. (NAVD88) (DATUM VERIFIED IN FIELD TO BE WITHIN 1-A ACCURACY STANDARDS)

TITLE REPORT IDENTIFICATION:

COMMONWEALTH LAND TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 08025381, DATED AS OF APRIL 17, 2015.

EASEMENT NOTES:

EASEMENT(S) SHOWN HEREON ARE PER COMMONWEALTH LAND TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 08025381, DATED AS OF APRIL 17, 2015.

② THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM LAKE FOREST DRIVE, HAVING BEEN RELINQUISHED BY PARCEL MAP P.M.B. 110/14-18.

③ AN EASEMENT IRRIGATION PIPE LINE AND DRAINAGE, RECORDED JULY 1, 1965, IN BOOK 7577, PAGE 897 OF OFFICIAL RECORDS.

④ AN EASEMENT GRANTED TO ROSSMOOR WATER COMPANY FOR WATER PIPE LINES, RECORDED MAY 15, 1974, IN BOOK 11144, PAGE 1842 OF OFFICIAL RECORDS.

⑤ AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY FOR PIPE LINES, RECORDED MAY 8, 1975, IN BOOK 11397, PAGE 461 OF OFFICIAL RECORDS.

⑥ AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES, RECORDED JULY 8, 1975, IN BOOK 11452, PAGE 364 OF OFFICIAL RECORDS.

7 AN EASEMENT GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR COMMUNICATION SYSTEMS AND UNDERGROUND CONDUITS, RECORDED JULY 8, 1975, IN BOOK 11452, PAGE 369 OF OFFICIAL RECORDS. (CAN NOT LOCATE, EXHIBIT AMBIGUOUS)

⑨ AN EASEMENT GRANTED TO ROSSMOOR WATER COMPANY FOR WATER PIPE LINES, RECORDED AUGUST 30, 1977, IN BOOK 12358, PAGE 1814 OF OFFICIAL RECORDS.

10 COVENANTS, CONDITIONS, RESTRICTIONS AND AN EASEMENT FOR FLOODING, RECORDED SEPTEMBER 16, 1977, IN BOOK 12378, PAGE 1425 OF OFFICIAL RECORDS. (DOES NOT AFFECT SITE, FALLS SE'LY)

⑫ AN EASEMENT GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR COMMUNICATION SYSTEMS AND CONDUITS, RECORDED DECEMBER 8, 1978, IN BOOK 12955, PAGE 826 OF OFFICIAL RECORDS.

⑬ AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY FOR COMMUNICATION SYSTEMS AND UNDERGROUND CONDUITS, RECORDED JULY 24, 1980, IN BOOK 13676, PAGE 351 OF OFFICIAL RECORDS.

⑭ AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES, RECORDED FEBRUARY 2, 1981, IN BOOK 13934, PAGE 1965 OF OFFICIAL RECORDS.

○ DENOTES ITEM PLOTTED HEREON

DATE OF SURVEY:

APRIL 24, 2015

LIVING PLANTS STATEMENT:

THE HEIGHTS AND ELEVATIONS FOR THE TREES, BUSHES AND OTHER LIVING PLANTS SHOWN HEREON, SHOULD BE CONSIDERED APPROXIMATE (+/-) AND ONLY VALID FOR THE DATE OF THIS SURVEY. THEY ARE PROVIDED AS A GENERAL REFERENCE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.



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ARCHITECTURE

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SEAL



PREPARED BY:

BERT HAZE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING

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714 557-1567 OFFICE
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SUBMITTALS

REV.	DATE	DESCRIPTION	BY
1	04/30/15	ISSUED FOR REVIEW	MDL
2	05/19/15	ADDED TITLE INFO.	JA
3	08/06/15	REVISED ADDRESS	CWW

MAXWELL

22933 TRITON WAY
LAGUNA HILLS, CA 92653

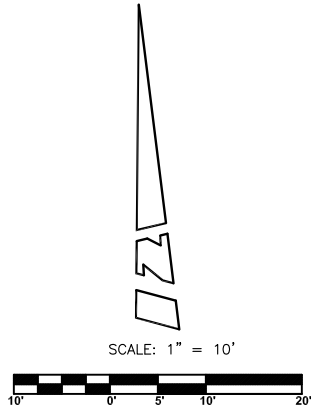
SHEET TITLE

TOPOGRAPHIC SURVEY

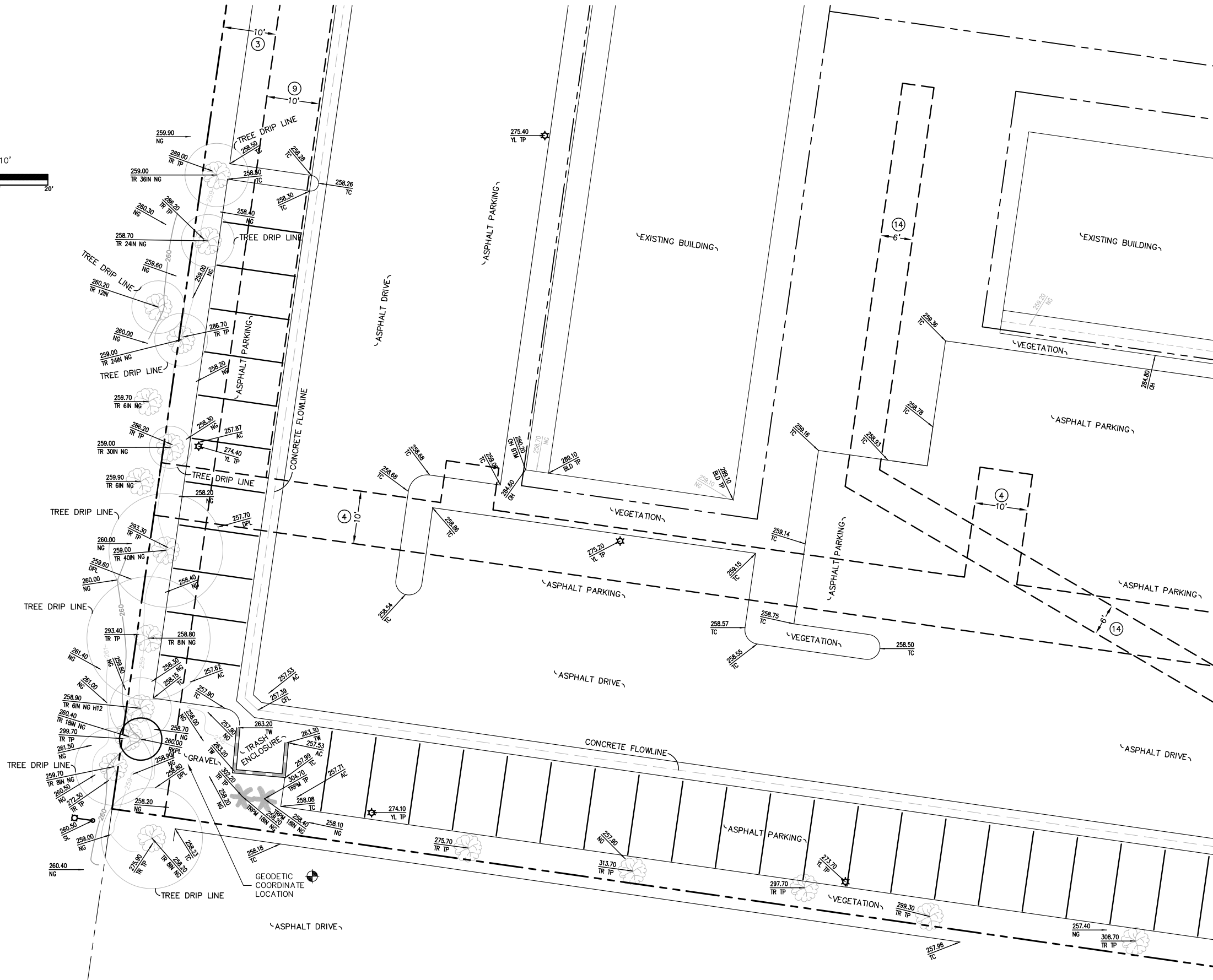
SHEET NUMBER

LS-1

SEE SHEET LS-2 FOR SITE DETAILS



- LEGEND:**
- AC ASPHALT CONCRETE
 - BLD BOLLARD
 - BLD BUILDING
 - BTM BOTTOM
 - BW BACK OF WALK
 - CFL CONCRETE FLOW LINE
 - CPD CONCRETE PAD
 - DPL DRIP LINE
 - EVLT ELECTRICAL VAULT
 - FD FOUND
 - FH FIRE HYDRANT
 - H HEIGHT (FEET)
 - IN INCHES
 - IP IRON PIPE
 - LTT LEAD, TACK, AND TAG
 - NG NATURAL GROUND
 - OH OVERHANG
 - RKPL ROCK PILE
 - S/W SPIKE AND WASHER
 - SL STREET LIGHT
 - TC TOP OF CURB
 - TCAB TELCO CABINET
 - TMH TELCO MANHOLE
 - TP TOP
 - TR TREE
 - TRN TRANSFORMER
 - TRPM PALM TREE
 - TRSR TELCO RISER
 - TW TOP OF WALL
 - VLV VAULT
 - YL YARD LIGHT
 - BLOCK WALL
 - BOLLARD
 - CENTERLINE
 - FIRE HYDRANT
 - FOUND MONUMENT
 - MANHOLE
 - STREET LIGHT
 - YARD LIGHT



SEE SHEET LS-1 FOR BOUNDARY AND TITLE INFO.



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MAXWELL

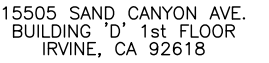
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SHEET TITLE

TOPOGRAPHIC SURVEY

SHEET NUMBER

LS-2



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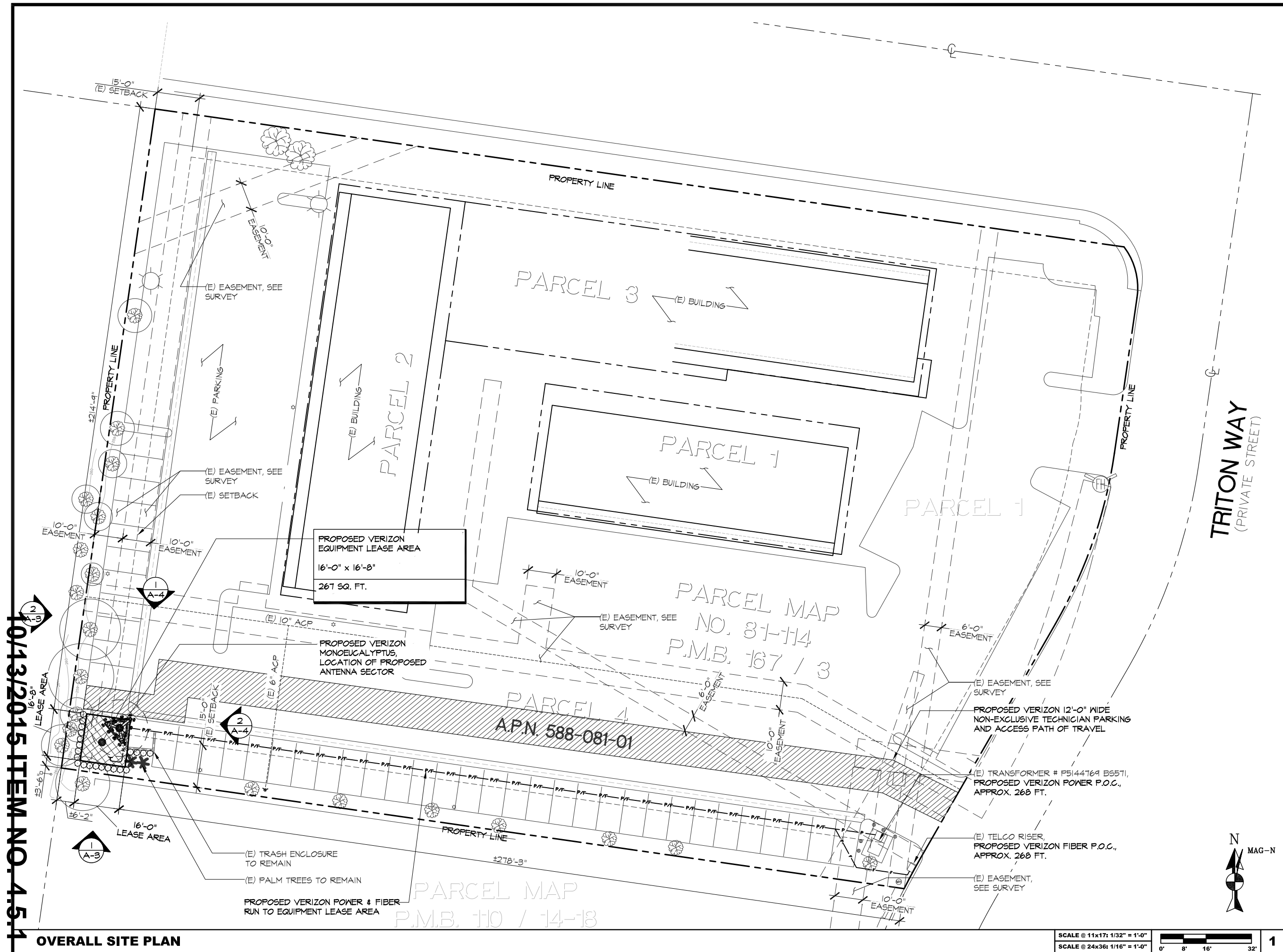
ISSUED FOR: ZONING REVIEW
ISSUE DATE: 09/17/2015
PROJECT No. FA140905
DRAWN BY: JM CHECKED BY: EF

REV.	DATE	DESCRIPTION	BY
0	05/20/15	ZONING REVIEW	JM
1	05/22/15	CLIENT COMMENTS	JM
2	08/11/15	SURVEY UPDATE	JM
3	09/15/15	CITY COMMENTS	NW
4	09/17/15	CITY COMMENTS	NW

SHEET TITLE

SHEET NUMBER

A-1



12'-2" 3'-4"

PROPOSED VERIZON 4'-0" WIDE GATE, SEE ELEVATIONS FOR HEIGHT

PROPOSED MONOEUCALYPTUS, LOCATION OF ANTENNA SECTOR

PROPOSED VERIZON HYBRID CABLE RUN TO ANTENNA SECTOR (65 FT)

3'-4"

10'-11"

16'-8" LEASE AREA

6'-7" CONCRETE PAD

3"

4'-1"

2'-2"

PROPOSED VERIZON POWER PANEL

PROPOSED VERIZON TRANSFER SWITCH

A-5

PROPOSED VERIZON (2) MCE EQUIPMENT CABINETS MOUNTED ON CONCRETE PAD

PROPOSED VERIZON CMU WALL EQUIPMENT ENCLOSURE TEXTURED TO MATCH (E) TRASH ENCLOSURE

9'-5" (E) TRASH ENCLOSURE

6'-7" (E) TRASH ENCLOSURE

2'-10" 2'-8" 1'-6" 2'-8" 1'-6" 2'-8" 2'-2"

16'-0" LEASE AREA

PROPOSED VERIZON (1) STAND-BY DIESEL DC GENERATOR MOUNTED ON CONCRETE PAD

N MAG-N

SCALE @ 11x17: 3/16" = 1'-0"		2
SCALE @ 24x36: 3/8" = 1'-0"		



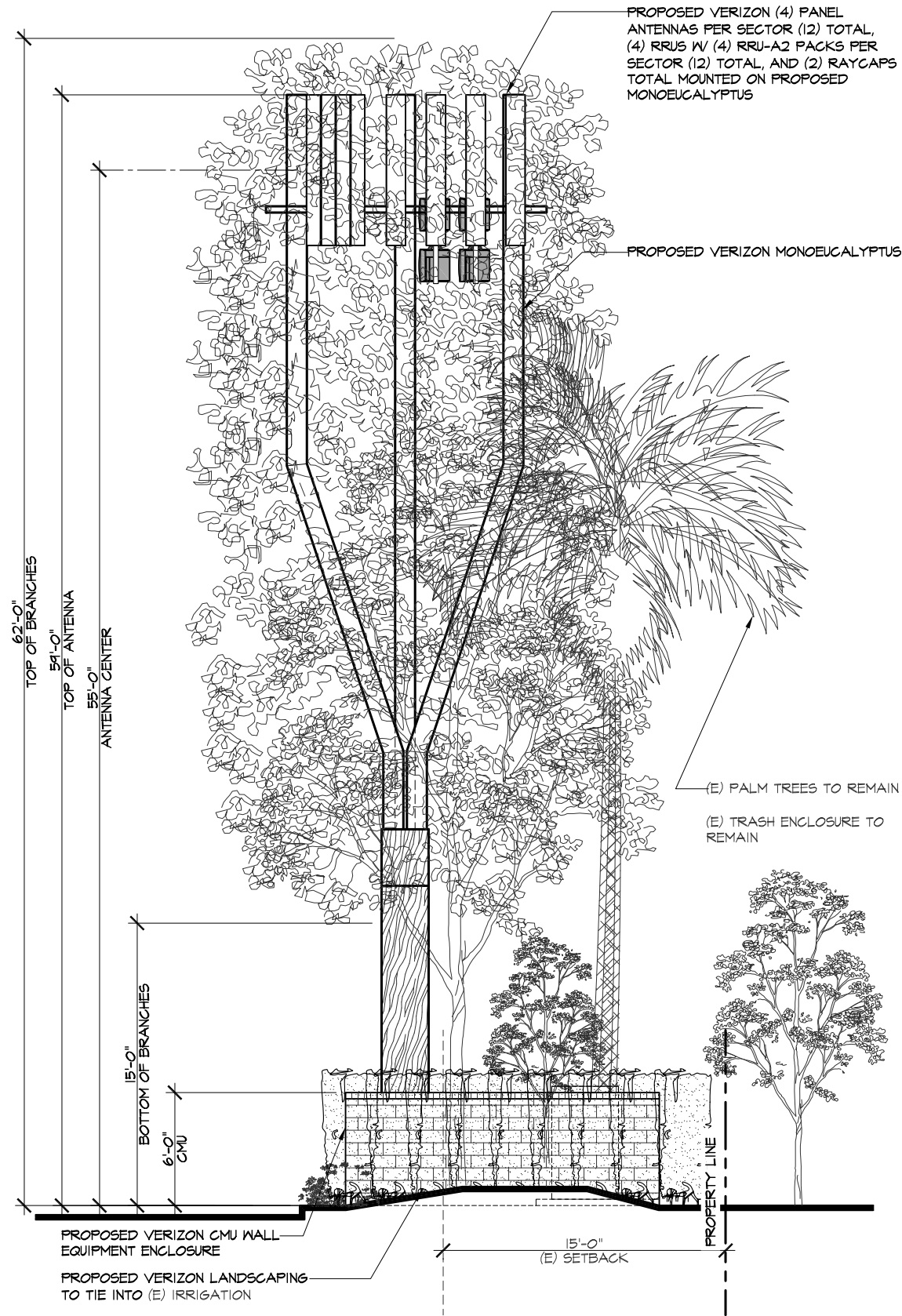
SCALE @ 11x17: 3/16" = 1'-0"		3
SCALE @ 24x36: 3/8" = 1'-0"		



SCALE @ 11x17: 1/16" = 1'-0"	
SCALE @ 24x36: 1/8" = 1'-0"	



10/13/2015 ITEM NO. 4.5.1

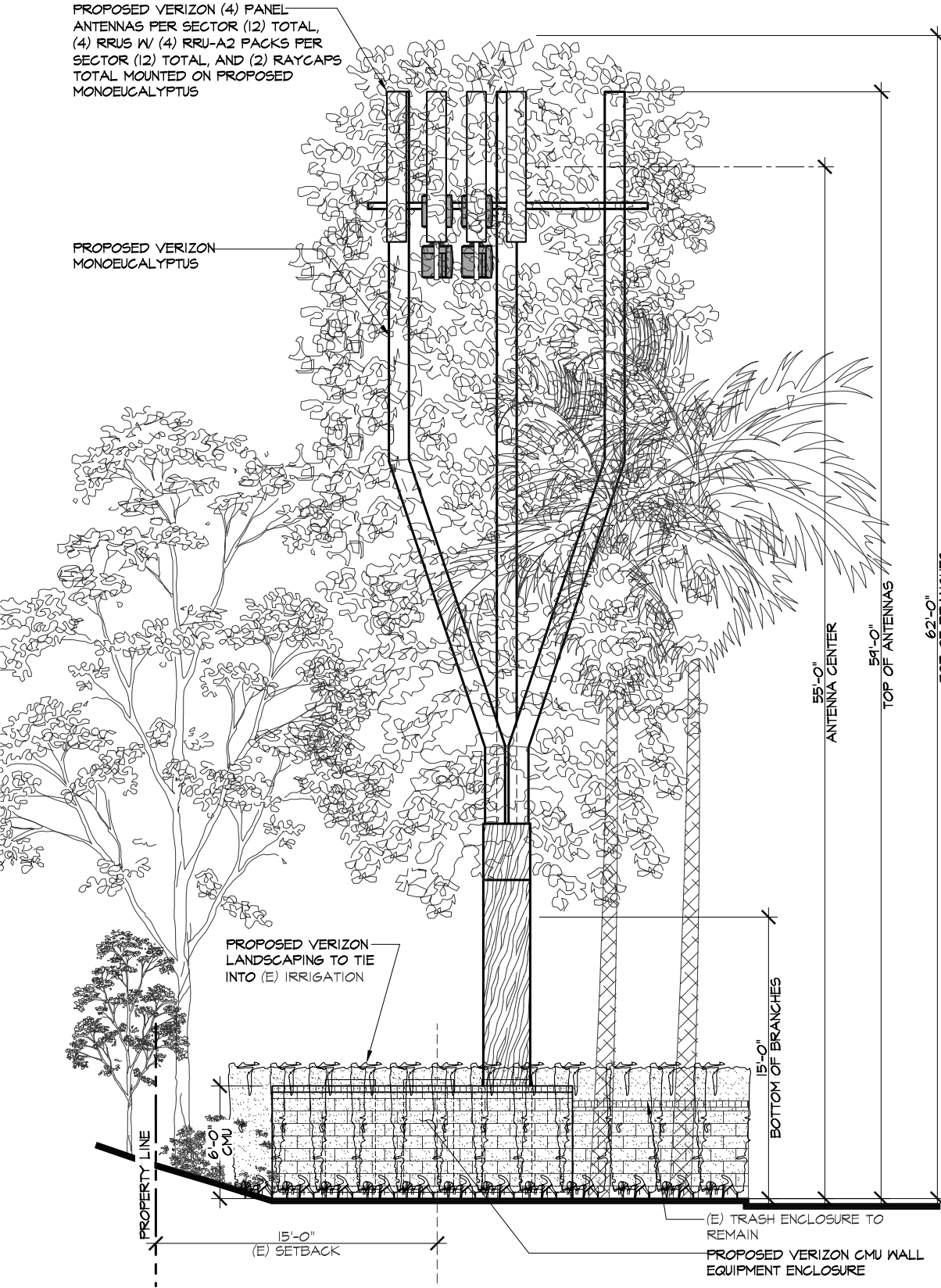


WEST ELEVATION

SCALE @ 11x17: 1/8" = 1'-0"
SCALE @ 24x36: 1/4" = 1'-0"



2



SOUTH ELEVATION

SCALE @ 11x17: 1/8" = 1'-0"
SCALE @ 24x36: 1/4" = 1'-0"



1

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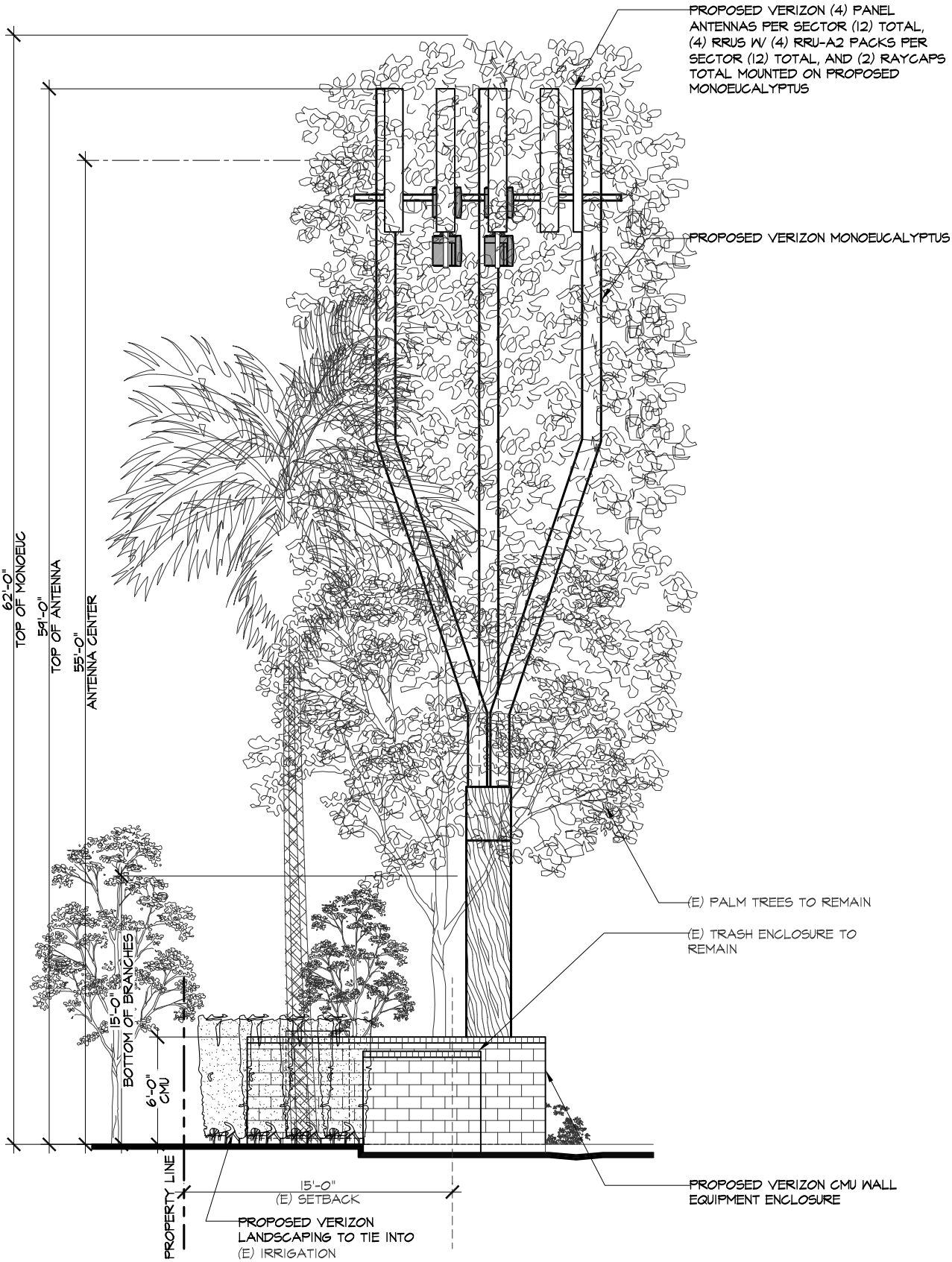
MAXWELL
(MACRO CELL EVOLUTION)
22933 TRITON WAY
LAGUNA HILLS, CA 92653

SHEET TITLE

ELEVATIONS

SHEET NUMBER

A-3

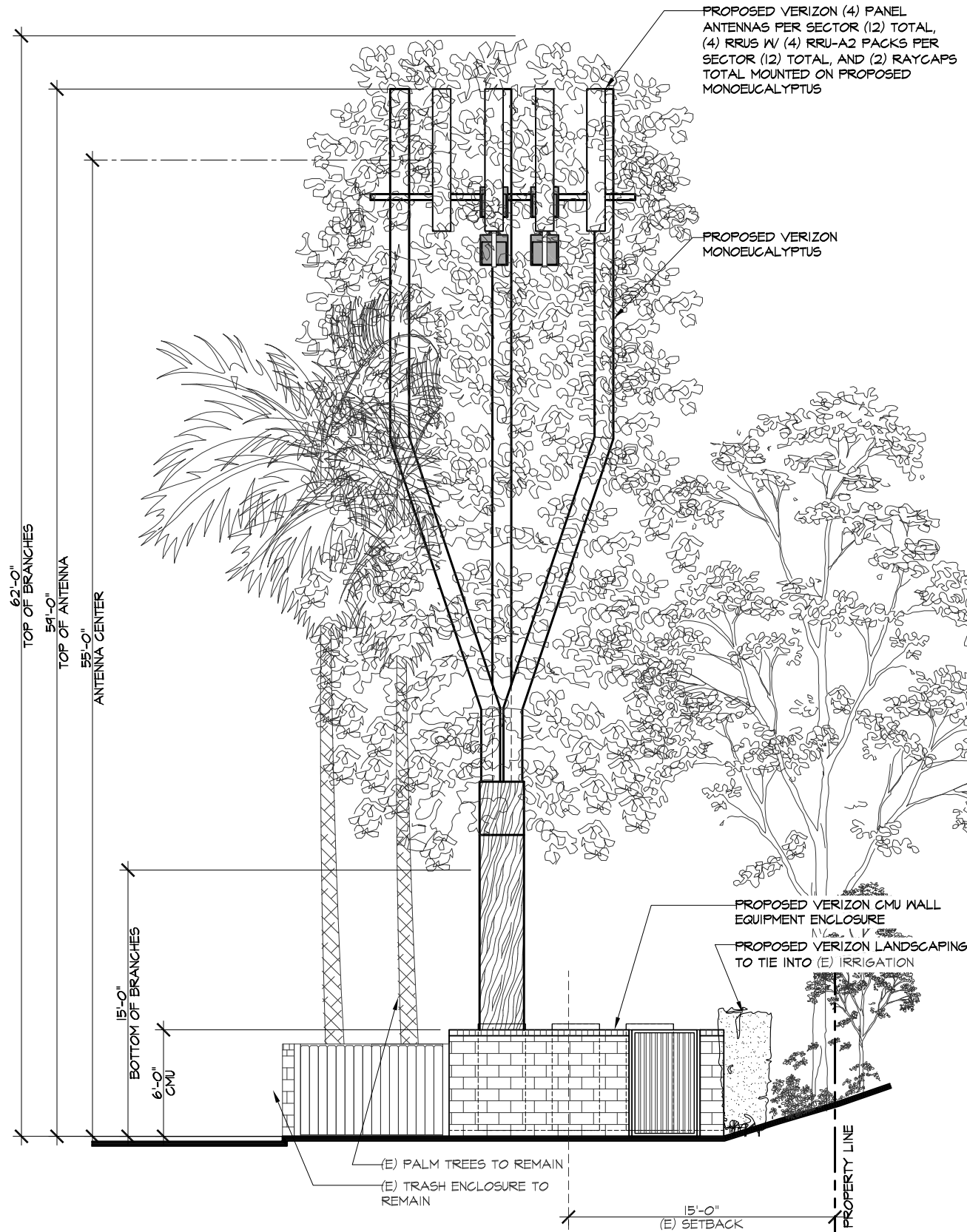


EAST ELEVATION

SCALE @ 11x17: 1/8" = 1'-0"
SCALE @ 24x36: 1/4" = 1'-0"



2



NORTH ELEVATION

SCALE @ 11x17: 1/8" = 1'-0"
SCALE @ 24x36: 1/4" = 1'-0"



1

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MAXWELL
(MACRO CELL EVOLUTION)
22933 TRITON WAY
LAGUNA HILLS, CA 92653

SHEET TITLE

ELEVATIONS

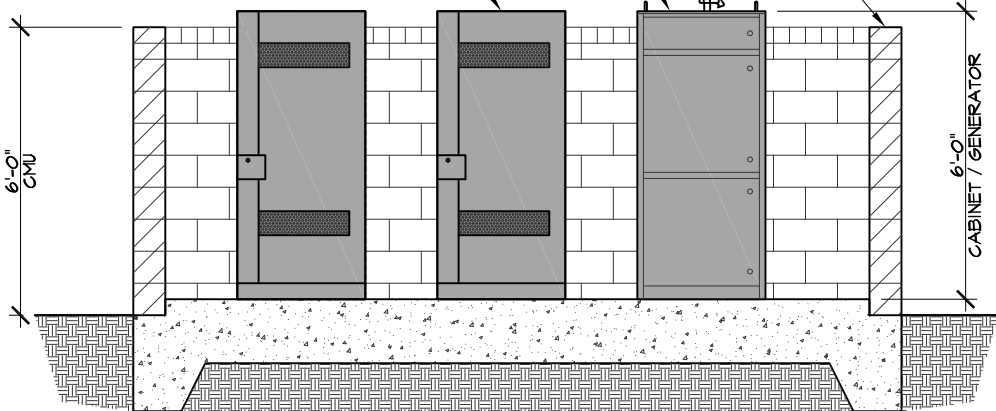
SHEET NUMBER

A-4

PROPOSED VERIZON (1) STAND-BY DIESEL
DC GENERATOR MOUNTED ON CONCRETE PAD

PROPOSED VERIZON (2) MCE EQUIPMENT
CABINETS MOUNTED ON CONCRETE PAD

PROPOSED VERIZON CMU
EQUIPMENT ENCLOSURE
TEXTURED TO MATCH
(E) TRASH ENCLOSURE

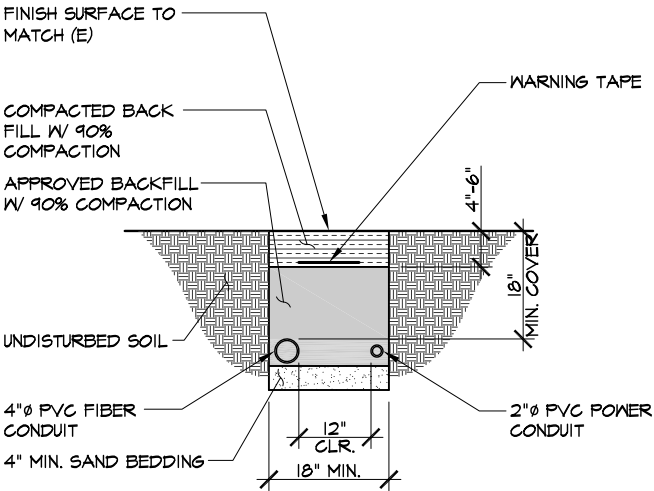


SECTION

SCALE @ 11x17: 1/4" = 1'-0"
SCALE @ 24x36: 1/2" = 1'-0"

0' 1' 2' 4'

1



NOTE:
1. CONTACT DIG ALERT PRIOR TO EXCAVATION
2. VERIFY TRENCHING REQUIREMENTS WITH LOCAL UTILITY COMPANY

JOINT TRENCHING

SCALE
3/4" = 1'-0"

2
T0001B

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SHEET TITLE

SECTION & DETAIL

SHEET NUMBER

A-5

PLANT SCHEDULE

SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	PR	Prunus caroliniana 'Bright 'N Tight' TM / Bright 'N Tight Carolina Laurel WUCOLS - M	15 gal	23
VINE/ESPALIER	CODE	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	MA	Macfadyena unguis-cati / Yellow Trumpet Vine WUCOLS - L	5 gal	11

WEED CONTROL

THE CONTRACTOR SHALL PERFORM A THOROUGH WEED ABATEMENT PROGRAM, KILLING AND REMOVING ALL WEEDS FROM THE SITE AND SHALL BE COMPLETED PRIOR TO THE ADDITION OF ANY SOIL AMMENDMENTS. THIS SHALL BE DONE FOR ALL PLANTING AREAS, SPECIFICALLY, BUT NOT LIMITED TO SLOPES & GROUNDCOVER AREAS. THE CONTRACTOR SHALL FOLLOW THE FOLLOWING STEPS:

1. KILL & REMOVE ALL EXISTING WEEDS.
2. IRRIGATE ALL AREAS TO BE PLANTED FOR (2) WEEKS.
3. KILL & REMOVE ALL NEWLY GERMINATED WEEDS.
4. REPEAT STEPS 2 & 3.
5. PLANT OR HYDROSEED GROUNDCOVER.
6. APPLY PRE-EMERGENT HERBICIDE AFTER PLANTING OR HYDROSEED GERMINATION. CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTION OF HERBICIDE AND IT'S COMPATIBILITY WITH PLANT MATERIALS.

SOIL TEST

AFTER SOIL HAS BEEN SET IN PLACE & PRIOR TO ANY SOIL PREPARATION. THE CONTRACTOR SHALL FURNISH SOIL TESTS OF THE SITE FOR AGRICULTURAL FERTILITY AND TO DETERMINE PROPER SOIL AMMENDMENTS. TEST ARE TO BE PERFORMED BY A MEMBER OF THE CALIFORNIA ASSOCIATION OF AGRICULTURAL LABORATORIES WITH COPIES SENT TO THE OWNER & LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION.

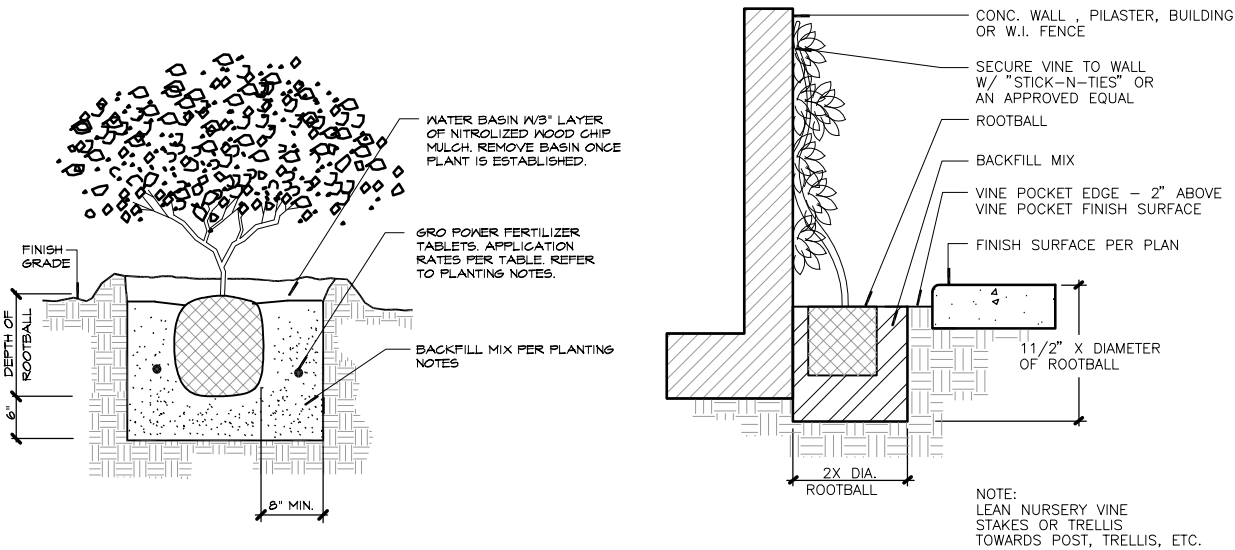
SOIL PREPARATION

THE FOLLOWING IS PROVIDED FOR BID PURPOSES ONLY AND SHALL BE MODIFIED AS NECESSARY GIVEN THE RESULTS OF THE SOILS TEST. THE CONTRACTOR SHALL BE PREPARED TO PROVIDE DELIVERY SLIPS AND EMPTY FERTILIZER BAGS ON SITE FOR VERIFICATION OF MATERIAL.

1. BACKFILL MIX FOR USE OF PLATING ALL SHRUBS. (SEE PALM PLANTING NOTES FOR PALM BACKFILL REQUIREMENTS)
6 PARTS BY VOLUME ON SITE SOIL
4 PARTS BY VOLUME ORGANIC AMMENDMENT
1 LB. 12-12-12 COMMERCIAL FERTILIZER PER CUBIC YARD
1 LB. IRON SULFATE PER CU. YD. OF MIX
2. PLANT TABLETS FOR ALL SHRUBS: (SEE PALM PLANTING NOTES FOR PALM FERTILIZER)
4-21 GRAM AGRIFORM FERTILIZER TABLETS PER 15 GALLON STOCK

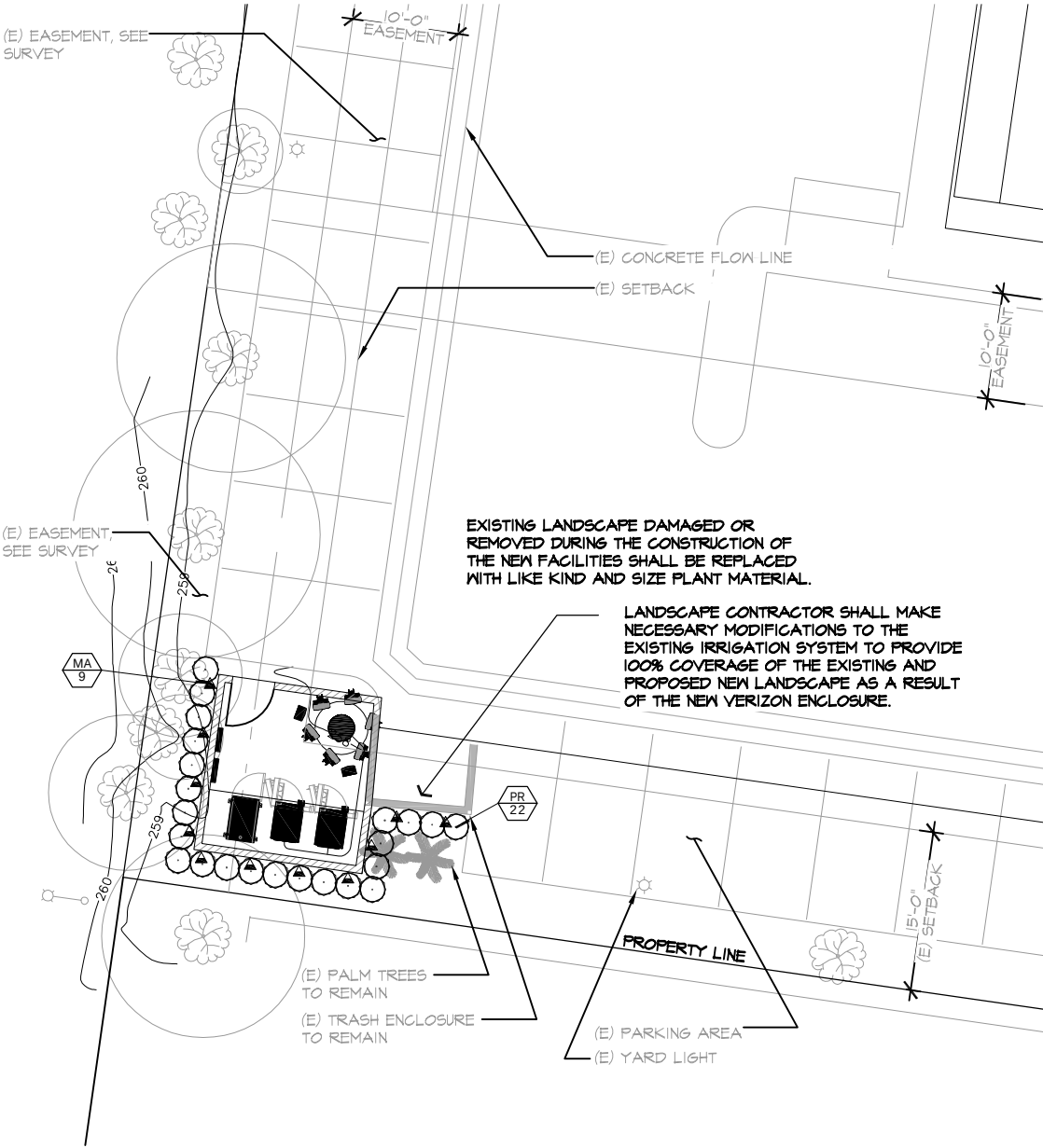
TOP DRESSING

ALL SHRUB AREAS ARE TO BE TOP DRESSED WITH 3" THICK LAYER OF SHREDDED TREE BARK.



1 SHRUB PLANTING
1" = 1"

2 VINE PLANTING
1" = 1"



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SHEET TITLE

PLANTING PLAN

SHEET NUMBER

L-1