



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, September 22, 2020 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

Erica Pezold, Mayor Pro Tempore
Don Sedgwick, Council Member

Dore J. Gilbert, M.D., Council Member
Dave Wheeler, Council Member

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

NOTICE REGARDING CORONAVIRUS (COVID-19): (REVISED AS OF SEPTEMBER 18, 2020) Please be advised that some, or all, of the City Council Members may attend this meeting telephonically. This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. If you wish to attend the City Council meeting in person, the City Council Chambers is located at 24035 El Toro Road, Laguna Hills, CA 92653. The public shall have the right to observe and offer public comment at this location. If you plan on attending, please follow the California Department of Health Guidelines by wearing a mask, washing your hands often, refraining from handshakes and maintaining social distance of six feet between individuals. You may also view the live stream of the meeting online at <http://lagunahillsca.igam2.com/Citizens/Default.aspx>.

Submission of Public Comments: While you may attend this meeting in person, given the health risks associated with COVID-19, the City encourages those wishing to make public comments at the September 22, 2020, City Council meeting, to submit your comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on September 22, 2020. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item you are commenting on. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council in advance to allow time for the Council Members to read them. Email comments will NOT be read by the City Clerk during the meeting, but will be announced and made part of the record. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Announcement of Public Comments: During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all email comments received by 5:00 p.m. on September 22, 2020. The email comments, including your name, will become part of the record of the City Council meeting and will be public information.

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

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

PLEDGE OF ALLEGIANCE**ROLL CALL OF CITY COUNCIL MEMBERS****1. PRESENTATIONS AND PROCLAMATIONS****1.1 Laguna Hills High School Student Liaison**

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

1.2 Fire Prevention Week, October 4, 2020, through October 10, 2020

Recommendation: That the City Council issue a Proclamation declaring October 4, 2020, through October 10, 2019, as "Fire Prevention Week" and that Mayor Heft present the Proclamation to Michael Contreras, Division Chief, Orange County Fire Authority.

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 8, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the September 8, 2020, Regular Meeting.

3.3 Ratification of September 22, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from August 28, 2020, to September 10, 2020, in the amount of \$1,095,868.27.

3.4 Progress Payment No. 2, for Community Center HVAC and Roof Replacement Project, CIP 513-B

Recommendation: That the City Council approve Progress Payment No. 2, in the net amount of \$115,947.50, to West Gate Contractor, for Community Center HVAC and Roof Replacement Project, CIP No. 513-B.

3.5 Amendment No. 1 to the Professional Services Agreement with Kosmont & Associates, Inc.

Recommendation: That the City Council approve Amendment No. 1 to the Professional Services Agreement with Kosmont & Associates, Inc., and authorize the City Manager to execute the Agreement.

3.6 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus and Confirmation of the Director of Emergency Services/City Manager's Executive Orders Related Thereto

Recommendation: That the City Council: 1) Review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's executive orders related thereto.

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**4.3.1 Approval of Minutes for September 8, 2020, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the September 8, 2020, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS**4.5. PLANNING AGENCY PUBLIC HEARINGS****PLANNING AGENCY ADJOURNMENT****5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS****6.1. City Manager****6.2. Community Development Director****6.2.1 Appeal of the City's RHNA for the Sixth Cycle Housing Element**

Recommendation: That the City Council take no action concerning an appeal of the City's Draft Regional Housing Needs Assessment (RHNA) for the Sixth Cycle Housing Element.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**7.1. Mayor Heft****7.1.1 Proposition 15**

Recommendation: Mayor Heft recommends that the City Council direct staff to bring back a Resolution opposing Proposition 15.

7.2. Mayor Pro Tempore**7.2.1 LH Hillside Sign**

Recommendation: Mayor Pro Tempore Pezold recommends that the City Council direct staff to investigate options to improve and renovate and maintain the LH Hillside Sign.

7.3. Council Member Wheeler**7.3.1 Usage of CARES Money for the Benefit of the Citizens, Local Businesses and the City**

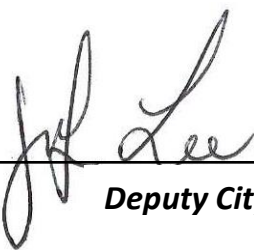
Recommendation: Council Member Wheeler recommends that the City Council shall set the priority and direct the allocation of the CARES funds.

8. CITY COUNCIL MEMBER COMMENTS**ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be October 13, 2020, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Jennifer Lee, Deputy 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 September 18, 2020, at 5:00 pm.



Deputy City Clerk

September 18, 2020

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Fire Prevention Week, October 4, 2020, through October 10, 2020

RECOMMENDATION: That the City Council issue a Proclamation declaring October 4, 2020, through October 10, 2020, as "Fire Prevention Week" and that Mayor Heft present the Proclamation to Michael Contreras, Division Chief, Orange County Fire Authority .

SUMMARY:

The Orange County Fire Authority (OCFA) has requested that the City of Laguna Hills proclaim October 4, 2020, through October 10, 2020, as "Fire Prevention Week." This year's theme, "Serve Up Fire Safety in the Kitchen!!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

ATTACHMENTS:

- Proclamation - Fire Prevention Week



CITY OF LAGUNA HILLS

PROCLAMATION

FIRE PREVENTION WEEK

OCTOBER 4, 2020, THROUGH OCTOBER 10, 2020

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, over the past year there have been 85 cooking fires across Orange County, 17 of which started from an oven; and

WHEREAS, Orange County residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from the stove tops; and

WHEREAS, the 2020 Fire Prevention Week theme, "Serve Up Fire Safety in the Kitchen!!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires; and

WHEREAS, taking steps to reduce the likelihood of fire and escape planning and practice can help make the most of the time you have to get everyone out of the house safely.

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim the week of October 4, 2020, through October 10, 2020, as "Fire Prevention Week" throughout the City and urge Orange County residents to check their kitchens for fire hazards and use safe cooking practices, and to support the many public safety activities and efforts of Orange County Fire Authority during Fire Prevention Week 2020.

Dated this 22nd day of September 2020.

JANINE HEFT, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for September 8, 2020, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the September 8, 2020, Regular Meeting.

ATTACHMENTS:

- 200908 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, September 8, 2020**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Pezold

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Erica Pezold	Mayor Pro Tempore	Present	
Dore J. Gilbert, M.D.	Council Member	Remote	
Don Sedgwick	Council Member	Remote	
Dave Wheeler	Council Member	Remote	

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Appointment of Laguna Hills High School Student Liaisons Sofia Kachani and Liam Fellows for the Fall 2020 Semester

Recommendation: Mayor Heft presented Certificates of Appointment to Laguna Hills High School Student Liaisons Sofia Kachani and Liam Fellows.

1.2 Laguna Hills High School Student Liaison

Recommendation: The City Council received an oral report from Laguna Hills High School Student Liaison Liam Fellows.

2. PUBLIC COMMENTS

Dana Donihue, a resident of Laguna Hills, asked for some clarification regarding votes at a previous council meeting and voting in the November 3, 2020 election.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar with Council Member Wheeler & Mayor Heft removing Item No. 3.5 and Council Member Wheeler removing Item No. 3.7.

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

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

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

3.2 Approval of Minutes for August 25, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the August 25, 2020, Regular Meeting.

3.3 Ratification of September 8, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from August 14, 2020, to August 27, 2020, in the amount of \$418,998.39.

3.4 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

Recommendation: That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus.

3.6 Award of Contract Agreement for Traffic Signal Repair - Alicia Parkway at Community Center Drive, CIP No. 112

Recommendation: That the City Council award the Contract Agreement for Traffic Signal Repair - Alicia Parkway at Community Center Drive, CIP No. 112 to Comet Electric, Inc., in the low bid amount of \$55,710.00, reject all other bids, and authorize the Mayor to sign the Contract Agreement.

3.8 Second Reading & Adoption of Proposed Ordinance Amending and Restating Section 2-32.060(B) of the Laguna Hills Municipal Code Regarding the Timeframe for City Council to Review the Necessity for Continuing a Local Emergency

Recommendation: That the City Council adopt Ordinance No. 2020-2 entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, amending and restating Section 2-32.060(B) (Director of Emergency Services - Powers and Duties) of Title 2 (Administration and Personnel) of the Laguna Hills Municipal Code regarding the timeframe for City Council to review the necessity for continuing a local emergency."

3.9 Designation of Voting Delegate for League of California Cities Annual Conference

Recommendation: That the City Council appoint Mayor Heft as the Voting Delegate and appoint Mayor Pro Tempore Pezold as the Voting Delegate Alternate for the League of California Cities Annual Conference.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.5 CARES Act Assistance Fund Budget

Council Member Wheeler and Mayor Heft removed Item No. 3.5 to request additional information.

Finance Director Reyes provided some additional financial details on the item and responded to council requests for additional information.

Recommendation: That the City Council adopt Resolution No. 2020-09-08-1: "A Resolution of the City Council of the City of Laguna Hills, California, (1) Establishing a CARES Act Assistance Fund Budget for the period beginning March 1, 2020, and ending December 30, 2020; and (2) Amending the Biennial Budget for Fiscal Years 2019/2020 - 2020/2021."

A motion was made to take no action on Item No. 3.5 and direct staff to explore additional funding options, seconded by Mayor Heft.

RESULT:	FAILED [2 TO 3]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Janine Heft, Mayor
AYES:	Dave Wheeler, Council Member; Janine Heft, Mayor
NAYS:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member,

A motion was made to move staff's recommendation by Council Member Gilbert, seconded by Mayor Pro Tempore Pezold.

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

3.7 Authorization to Advertise for Bids for Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516

Council Member Wheeler removed Item No. 3.7 to request additional information.

Assistant City Manager/Director of Public Services Rosenfield reviewed the information provided in the staff report and responded to council requests for additional information.

Recommendation: That the City Council approve the plans and specifications and authorize the advertisement for bids for Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516.

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

4. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:00 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Erica Pezold	Vice Chair	Present	
Dore J. Gilbert, M.D.	Agency Member	Remote	
Don Sedgwick	Agency Member	Remote	
Dave Wheeler	Agency Member	Remote	

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments.

4.3. APPROVAL OF MINUTES**4.3.1 Approval of Minutes for August 25, 2020, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the August 25, 2020, Regular Meeting.

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

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Heft reconvened the City Council Meeting at 8:02 p.m. Mayor Pro Tempore Pezold and Mayor Heft were present. Council Member Gilbert, Council Member Sedgwick and Council Member Wheeler were present via teleconference.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.1.1 Online City Council Meetings During the COVID-19 Pandemic State of Emergency

Senior Management Analyst Haston reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to council requests for additional information.

Recommendation: That the City Council select Option 1 and continue utilizing the existing teleconference system.

A motion was made to pass Option 2 by Mayor Heft, seconded by Council Member Sedgwick.

RESULT:	APPROVED [3 TO 2]
MOVER:	Janine Heft, Mayor
SECONDER:	Don Sedgwick, Council Member
AYES:	Janine Heft, Mayor; Don Sedgwick, Council Member; Dave Wheeler, Council Member
NAYS:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member

6.2. Community Development Director

6.2.1 Appeal of the City's RHNA for the Sixth Cycle Housing Element

Community Development Director Chantarangsu reviewed the information provided in the staff report and responded to council requests for additional information.

Recommendation: That the City Council take no action concerning an appeal of the City's Draft Regional Housing Needs Assessment (RHNA) for the Sixth Cycle Housing Element.

A motion was made to table this item until the September 22, 2020, meeting, directing staff to return with additional information on what

other cities are doing with regard to their assigned RHNA numbers by Council Member Wheeler, seconded by Mayor Heft.

RESULT:	TABLED [UNANIMOUS]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

6.3. Deputy City Manager/Community Services Director

6.3.1 Website Redesign Photo Contest

Recreation Coordinator Durham reviewed the information provided in the staff report and responded to council requests for additional information.

Recommendation: That the City Council direct staff to proceed with a Website Redesign Community Photo Contest as described in this report.

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

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

7.1. Mayor Pro Tempore Pezold

7.1.1 Online City Council Community Messages

Mayor Pro Tempore Pezold provided a PowerPoint presentation, and responded to council requests for additional information.

Recommendation: Mayor Pro Tempore Pezold recommends that the City Council direct staff to develop a policy and program for online community messaging from City Council Members during holidays and times of emergency.

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

8. CITY COUNCIL MEMBER COMMENTS

Mayor Pro Tempore Pezold

Mayor Pro Tempore Pezold requested that the issue of exploring options to restore the “LH” on the hillside be agendized for consideration at a future meeting, and received a second from Mayor Heft.

Council Member Wheeler

Council Member Wheeler requested that the issue of finding alternate uses of CARES Act Assistance Funding including programs for Laguna Hills businesses be agendized for consideration at a future meeting, and received a second from Mayor Heft.

Mayor Heft

Mayor Heft indicated that she will have the report she requested, and received a second for at the August 25, 2020, meeting, regarding the opposition of Proposition 15 agendized for consideration at the September 22, 2020, meeting.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 9:11 p.m.

Jennifer Lee, Deputy City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of September 22, 2020



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of September 22, 2020, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from August 28, 2020, to September 10, 2020, in the amount of \$1,095,868.27.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from August 28, 2020, to September 10, 2020, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - September 22, 2020
- Warrant Register, Payables Detail Report - September 22, 2020



City of Laguna Hills, CA

Warrant Register - September 22, 2020

By Check Number

Date Range: 08/28/2020 - 09/10/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8818362	B-0304	BEE MAN, THE	09/03/2020	155.00
8818363	C-1181	CIVIC PLUS	09/03/2020	1,500.00
8818364	C-1139	COMPLETE OFFICE OF CALIFORNIA	09/03/2020	38.72
8818365	C-0023	COX COMMUNICATION	09/03/2020	211.81
8818366	C-1122	CROSSTOWN ELECTRICAL & DATA, INC.	09/03/2020	4,872.80
8818367	D-0561	DOCU-TRUST LAGUNA VAULT	09/03/2020	75.00
8818368	I-0960	IRV SEAVER MOTORCYCLES	09/03/2020	709.69
8818369	N-1474	NIEVES LANDSCAPE, INC.	09/03/2020	84,508.00
8818370	O-1546	OFFICE SOLUTIONS	09/03/2020	72.04
8818371	O-1500	ORANGE COUNTY REGISTER	09/03/2020	535.83
8818372	R-1977	RJ ELECTRIC	09/03/2020	360.00
8818373	S-2296	SHUTE, MIHALY WEINBERGER LLP	09/03/2020	158.50
8818374	S-1949	SMART & FINAL	09/03/2020	48.80
8818375	S-2250	SPARKLETTES	09/03/2020	80.70
8818376	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	09/03/2020	150.34
8818377	W-2448	WEST GATE CONTRACTOR	09/03/2020	8,000.00
8818378	A-0360	ARC DOCUMENT SOLUTIONS, LLC	09/10/2020	52.50
8818379	B-0437	BRINKS, INCORPORATED	09/10/2020	145.26
8818380	B-0440	BUCKNAM INFRASTRUCTURE GROUP, INC.	09/10/2020	3,466.50
8818381	C-1139	COMPLETE OFFICE OF CALIFORNIA	09/10/2020	305.64
8818382	C-1122	CROSSTOWN ELECTRICAL & DATA, INC.	09/10/2020	9,614.24
8818383	E-0554	ECONOMICS, INC.	09/10/2020	8,306.17
8818384	I-0942	IRVINE RANCH WATER DISTRICT	09/10/2020	158.58
8818385	J-1057	JAMEY CLARK, INC.	09/10/2020	376.00
8818386	K-1196	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	09/10/2020	5,713.75
8818387	M-1302	MOULTON NIGUEL WATER DISTRICT	09/10/2020	23,025.67
8818388	N-1442	NATIONAL CONSTRUCTION RENTALS	09/10/2020	450.00
8818389	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	09/10/2020	1,094.40
8818390	P-1824	PACKET FUSION, INC.	09/10/2020	218.75
8818391	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	09/10/2020	975.50
8818392	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	09/10/2020	80.00
8818393	R-1980	RUSSELL SIGLER, INC.	09/10/2020	82,075.58
8818394	S-1902	SAN DIEGO GAS & ELECTRIC	09/10/2020	9,739.34
8818395	S-1904	SOUTHERN CALIFORNIA EDISON	09/10/2020	4,409.06
8818396	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	09/10/2020	12,793.04
8818397	S-2105	SYMQUEST SERVICES	09/10/2020	75.00
8818398	W-2302	THOMSON REUTERS - WEST	09/10/2020	266.61
8818399	T-2698	TPX COMMUNICATIONS	09/10/2020	522.46
8818400	V-2249	US BANK VOYAGER FLEET SYSTEM	09/10/2020	913.98
8818401	V-2224	VERIZON WIRELESS	09/10/2020	742.30
8818402	W-2337	WEST COAST ARBORISTS, INC.	09/10/2020	20,273.50
8818403	W-2448	WEST GATE CONTRACTOR	09/10/2020	115,947.50
8818404	W-2389	WOLFE ENGINEERING & DESIGN	09/10/2020	1,200.00
Total Regular:				404,418.56

Attachment: Warrant Register - September 22, 2020 (2228 : Warrant Register, September 22, 2020)

Warrant Register - September 22, 2020

Date Range: 08/28/2020 - 09/10/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0001343	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	09/02/2020	691,449.71
Total Bank Draft:				691,449.71

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	43	0.00	404,418.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	691,449.71
EFT's	0	0	0.00	0.00
	58	44	0.00	1,095,868.27

Attachment: Warrant Register - September 22, 2020 (2228 : Warrant Register, September 22, 2020)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	43	0.00	404,418.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	691,449.71
EFT's	0	0	0.00	0.00
	58	44	0.00	1,095,868.27

Fund Summary

Fund	Name	Period	Amount
998	POOL	9/2020	1,095,868.27
			1,095,868.27



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 08/28/2020 - 09/10/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
09/02/2020	OCS LAW ENFORCEMENT	SH 57166	Law Enforcement Services, Sep '20	100-420-720800	691,449.71
09/03/2020	CONTRACT, OC TREASURER-TAX				
09/03/2020	DOCU-TRUST LAGUNA VAULT	040765	Offsite Data Storage, Aug '20	100-155-700030	75.00
09/03/2020	ORANGE COUNTY REGISTER	081020	Subscription, City Hall, 9/8/20 - 12/7/20	100-155-626000	535.83
09/03/2020	COX COMMUNICATION	081820	Cable, City Hall, Aug '20	100-195-630000	32.19
09/03/2020	COX COMMUNICATION	081920	WiFi, City Hall, Aug '20	100-195-630000	179.62
09/03/2020	BEE MAN, THE	111066	Bee Removal, Public Services, Aug	100-355-720701	155.00
09/03/2020	SPARKLETT'S	12194330 081920	Operating Supplies, Comm Ctr, Aug	100-310-622005	80.70
09/03/2020	WEST GATE CONTRACTOR	16	Graffiti Removal, Public Services, Aug '20	100-355-720500	8,000.00
09/03/2020	CIVIC PLUS	201024	System Training - Virtual, 6/11/20 - 12/14/20	100-195-611000	1,500.00
09/03/2020	IRV SEAVER MOTORCYCLES	20201783	Motorcycle Maintenance, Police Svcs, Aug '20	100-420-646100	709.69
09/03/2020	COMPLETE OFFICE OF CALIFORNIA	2486158-0	Operating Supplies, Comm Ctr, Aug	100-310-622005	38.72
09/03/2020	SHUTE, MIHALY WEINBERGER LLP	265055	Professional Services, Legal, Jul '20	100-155-700011	158.50
09/03/2020	SMART & FINAL	3831400054627a	Office & Operating Supplies, Aug '20	100-195-620000	27.83
09/03/2020	SMART & FINAL	3831400054627a	Office & Operating Supplies, Aug '20	100-195-622000	20.97
09/03/2020	CROSSTOWN ELECTRICAL & DATA,	4296-20-008	Traffic Signal Maintenance, Aug '20	100-355-720420	4,872.80
09/03/2020	RJ ELECTRIC	58994	Parks Contract Repair, Aug '20	100-355-720701	360.00
09/03/2020	NIEVES LANDSCAPE, INC.	67932	Monthly and Misc Landscape, Aug	100-355-720700	84,508.00
09/03/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	820200370	Street Maintenance, Aug '20	100-355-720400	99.10
09/03/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	dsb20194707	Street Maintenance, Aug '20	100-355-720400	51.24
09/03/2020	OFFICE SOLUTIONS	I-01788903	Office/Operating Supplies, Aug '20	100-195-620000	10.66
09/03/2020	OFFICE SOLUTIONS	I-01788903	Office/Operating Supplies, Aug '20	100-420-622000	61.38
09/10/2020	WEST GATE CONTRACTOR	#2	Community Center Renovation, CIP 513-B, Aug '20	100-000-201001	(6,102.50)
09/10/2020	WEST GATE CONTRACTOR	#2	Community Center Renovation, CIP 513-B, Aug '20	100-600-790600	122,050.00
09/10/2020	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER	0000491167	Legal Advertising, Aug '20	100-155-624001	1,094.40
09/10/2020	SAN DIEGO GAS & ELECTRIC	090920	Street Lights, Traffic Control, Aug '20	100-355-631400	9,739.34
09/10/2020	SOUTHERN CALIFORNIA EDISON	090920	Street Lights, Traffic Control, Jul '20	100-355-631900	112.76
09/10/2020	MOULTON NIGUEL WATER DISTRICT	090920	Water Usage, Public Services, Aug	100-355-635000	23,025.67
09/10/2020	IRVINE RANCH WATER DISTRICT	090920	Water Usage, Public Services, Aug	100-355-635000	158.58
09/10/2020	SOUTHERN CALIFORNIA EDISON	090920a	Street Lights, Traffic Control, Aug '20	100-355-631000	49.19
09/10/2020	SOUTHERN CALIFORNIA EDISON	090920a	Street Lights, Traffic Control, Aug '20	100-355-631400	32.04
09/10/2020	SOUTHERN CALIFORNIA EDISON	090920a	Street Lights, Traffic Control, Aug '20	100-355-631900	4,215.07
09/10/2020	ARC DOCUMENT SOLUTIONS, LLC	10730296	Printing Services, Engineering, Sep	100-355-623000	52.50
09/10/2020	SYMQUEST SERVICES	1095	Printer Repair, Jun '20	100-195-647000	75.00
09/10/2020	BRINKS, INCORPORATED	11284573	Courier Fee, Armored Transport, Sep '20	100-155-625000	145.26
09/10/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	122279	Street Sweeping Services, Aug '20	100-355-720410	69.36
09/10/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	122287	Street Sweeping Services, Aug '20	100-355-720410	231.00
09/10/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	122304	Street Sweeping Services, Aug '20	100-355-720410	12,492.68
09/10/2020	TPX COMMUNICATIONS	133595504-0	Communications Expense, Sep '20	100-195-630000	522.46
09/10/2020	REAL ESTATE CONSULTING & SERVICES, INC.	13426	Parks Contract Repair, Aug '20	100-355-720701	80.00
09/10/2020	WEST COAST ARBORISTS, INC.	163275-A	Tree Trimming Services, Aug '20	100-355-720702	2,322.00

Attachment: Warrant Register, Payables Detail Report - September 22, 2020 (2228 : Warrant Register, September 22, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 08/28/2020 - 09/10/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
09/10/2020	WEST COAST ARBORISTS, INC.	163282	Tree Trimming Services, Aug '20	100-355-720702	17,951.50
09/10/2020	CROSTOWN ELECTRICAL & DATA,	3232 - 3265	Traffic Signal Maintenance, Aug '20	100-355-720420	9,614.24
09/10/2020	WOLFE ENGINEERING & DESIGN	3320	Engineering Services, CIP 101-L, May '20	100-600-790600	1,200.00
09/10/2020	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-01.08	City Engineer Services, Aug '20	100-355-700100	3,466.50
09/10/2020	JAMEY CLARK, INC.	72003	Graffiti Removal, Public Services, Aug '20	100-355-720500	376.00
09/10/2020	THOMSON REUTERS - WEST	842902750	Subscription, City Clerk, Aug '20	100-155-626000	266.61
09/10/2020	US BANK VOYAGER FLEET SYSTEM	869321901035 GENGOV:	Vehicle Fuel, Aug '20	100-155-613100	100.79
09/10/2020	US BANK VOYAGER FLEET SYSTEM	869321901035 GENGOV:	Vehicle Fuel, Aug '20	100-155-646100	20.00
09/10/2020	US BANK VOYAGER FLEET SYSTEM	869321919035 COMDEV	Vehicle Fuel, Aug '20	100-225-613100	60.83
09/10/2020	US BANK VOYAGER FLEET SYSTEM	869321927035 COMSVCS	Vehicle Fuel, Aug '20	100-310-613100	257.36
09/10/2020	US BANK VOYAGER FLEET SYSTEM	869322032035 POLSVCS	Vehicle Fuel, Aug '20	100-420-613100	134.13
09/10/2020	US BANK VOYAGER FLEET SYSTEM	869322040035 PUBSVCS	Vehicle Fuel, Aug '20	100-355-613100	323.87
09/10/2020	US BANK VOYAGER FLEET SYSTEM	869322040035 PUBSVCS	Vehicle Fuel, Aug '20	100-355-646100	17.00
09/10/2020	VERIZON WIRELESS	9861540501	Communication Expense, Aug '20	100-195-630000	742.30
09/10/2020	PARKING VIOLATIONS OC	AUG 20	Parking Fee Surcharge, Aug '20	100-420-720823	975.50
09/10/2020	TREASURER-TAX COLLECTOR RUSSELL SIGLER, INC.	INV-BRE20027376	Community Center Renovation, CIP 513-B	100-600-790600	69,217.88
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20027377	Community Center Renovation, CIP 513-B	100-600-790600	1,702.45
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20027378	Community Center Renovation, CIP 513-B	100-600-790600	9,805.25
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20029253	Community Center Renovation, CIP 513-B	100-600-790600	1,350.00
09/10/2020	PACKET FUSION, INC.	PB13517	Phone System Support / Upgrade, Aug '20	100-195-646000	218.75
Fund 100 - GENERAL FUND Total:					1,081,092.71
Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT					
09/10/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	090120	Professional Services, Aug '20	101-000-223000	5,713.75
09/10/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	090120	Professional Services, Aug '20	101-000-450000	(5,713.75)
09/10/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	090120	Professional Services, Aug '20	101-225-700040	5,713.75
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					5,713.75
Fund: 307 - C & D FORFEITED DEPOSITS					
09/10/2020	ECONOMICS, INC.	2017-2018.38	Professional Services, Recycling Program, Aug '20	307-355-700000	8,306.17
Fund 307 - C & D FORFEITED DEPOSITS Total:					8,306.17
Fund: 430 - CARES ACT ASSISTANCE					
09/10/2020	COMPLETE OFFICE OF CALIFORNIA	2487730-0	Supplies - Public Safety, COVID-19, Sep '20	430-420-622000	262.59
09/10/2020	COMPLETE OFFICE OF CALIFORNIA	2487730-1	Supplies - Public Safety, COVID-19, Sep '20	430-420-622000	43.05
09/10/2020	NATIONAL CONSTRUCTION RENTALS	5853961	Contract Services, Public Safety, Aug '20	430-420-720000	450.00
Fund 430 - CARES ACT ASSISTANCE Total:					755.64
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
09/10/2020	WEST GATE CONTRACTOR	#2	Community Center Renovation, CIP 513-B, Aug '20	600-000-490100	(122,050.00)
09/10/2020	WEST GATE CONTRACTOR	#2	Community Center Renovation, CIP 513-B, Aug '20	600-255-950513	122,050.00
09/10/2020	WOLFE ENGINEERING & DESIGN	3320	Engineering Services, CIP 101-L, May '20	600-000-490100	(1,200.00)
09/10/2020	WOLFE ENGINEERING & DESIGN	3320	Engineering Services, CIP 101-L, May '20	600-251-950101	1,200.00
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20027376	Community Center Renovation, CIP 513-B	600-000-490100	(69,217.88)

Attachment: Warrant Register, Payables Detail Report - September 22, 2020 (2228 : Warrant Register, September 22, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 08/28/2020 - 09/10/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20027376	Community Center Renovation, CIP 513-B	600-255-950513	69,217.88
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20027377	Community Center Renovation, CIP 513-B	600-000-490100	(1,702.45)
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20027377	Community Center Renovation, CIP 513-B	600-255-950513	1,702.45
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20027378	Community Center Renovation, CIP 513-B	600-000-490100	(9,805.25)
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20027378	Community Center Renovation, CIP 513-B	600-255-950513	9,805.25
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20029253	Community Center Renovation, CIP 513-B	600-000-490100	(1,350.00)
09/10/2020	RUSSELL SIGLER, INC.	INV-BRE20029253	Community Center Renovation, CIP 513-B	600-255-950513	1,350.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					1,095,868.27

Attachment: Warrant Register, Payables Detail Report - September 22, 2020 (2228 : Warrant Register, September 22, 2020)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,081,092.71	1,081,092.71
101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT	5,713.75	5,713.75
307 - C & D FORFEITED DEPOSITS	8,306.17	8,306.17
430 - CARES ACT ASSISTANCE	755.64	755.64
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	1,095,868.27	1,095,868.27

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-201001	Accounts Payable - Retention	(6,102.50)	(6,102.50)
100-155-613100	Vehicle-Fuel	100.79	100.79
100-155-624001	Advertising - Legal	1,094.40	1,094.40
100-155-625000	Postage & Delivery	145.26	145.26
100-155-626000	Subscriptions & Books	802.44	802.44
100-155-646100	Maint & Repairs - Vehicles	20.00	20.00
100-155-700011	Legal Services-Litigation	158.50	158.50
100-155-700030	Professional Svcs- City Clerk	75.00	75.00
100-195-611000	Training and Education	1,500.00	1,500.00
100-195-620000	Office Supplies	38.49	38.49
100-195-622000	Operating Supplies	20.97	20.97
100-195-630000	Telephone & Communication	1,476.57	1,476.57
100-195-646000	Maint & Rep-Equip & Machinery	218.75	218.75
100-195-647000	Maint & Repair - Comp Eqpt	75.00	75.00
100-225-613100	Vehicle-Fuel	60.83	60.83
100-310-613100	Vehicle-Fuel	257.36	257.36
100-310-622005	Operating Supplies Comm Ctr	119.42	119.42
100-355-613100	Vehicle-Fuel	323.87	323.87
100-355-623000	Printing	52.50	52.50
100-355-631000	Utilities - Electric	49.19	49.19
100-355-631400	Electric-Street Lights/Signals	9,771.38	9,771.38
100-355-631900	UtilitiesElectricOnBillFinancing	4,327.83	4,327.83
100-355-635000	Utilities - Water	23,184.25	23,184.25
100-355-646100	Maint & Repairs - Vehicles	17.00	17.00
100-355-700100	City Engineer Services	3,466.50	3,466.50
100-355-720400	Street Maintenance	150.34	150.34
100-355-720410	Street Sweeping	12,793.04	12,793.04
100-355-720420	Traffic Signal Maintenance	14,487.04	14,487.04
100-355-720500	Graffiti Removal	8,376.00	8,376.00
100-355-720700	Landscape Maintenance Contract	84,508.00	84,508.00
100-355-720701	Parks Contract Repair	595.00	595.00
100-355-720702	Tree Maintenance	20,273.50	20,273.50
100-420-613100	Vehicle-Fuel	134.13	134.13
100-420-622000	Operating Supplies	61.38	61.38
100-420-646100	Maint & Repairs - Vehicles	709.69	709.69
100-420-720800	General Law Enforcement	691,449.71	691,449.71
100-420-720823	Parking Citation Processing	975.50	975.50
100-600-790600	Transfers Out - Capital Imprv	205,325.58	205,325.58
101-000-223000	Plan Application Deposit	5,713.75	5,713.75
101-000-450000	Planning Fees	(5,713.75)	(5,713.75)
101-225-700040	Consultant Services, Project	5,713.75	5,713.75
307-355-700000	Professional Services	8,306.17	8,306.17
430-420-622000	Supplies - Public Safety, COVID-	305.64	305.64
430-420-720000	Contract Services - Public Safety,	450.00	450.00
600-000-490100	Transfer In- General Fund	(205,325.58)	(205,325.58)
600-251-950101	CIP-Annual Street Maintenance	1,200.00	1,200.00
600-255-950513	Community Center Renovation	204,125.58	204,125.58

Attachment: Warrant Register, Payables Detail Report - September 22, 2020 (2228 : Warrant Register, September 22, 2020)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
600-255-950513	Community Center Renovation		
	Grand Total:	<u>1,095,868.27</u>	<u>1,095,868.27</u>

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	<u>1,095,868.27</u>	<u>1,095,868.27</u>
Grand Total:	<u>1,095,868.27</u>	<u>1,095,868.27</u>

Attachment: Warrant Register, Payables Detail Report - September 22, 2020 (2228 : Warrant Register, September 22, 2020)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020

TO: Mayor and Council Members

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

ISSUE: Progress Payment No. 2, for Community Center HVAC and Roof Replacement Project, CIP 513-B

RECOMMENDATION: That the City Council approve Progress Payment No. 2, in the net amount of \$115,947.50, to West Gate Contractor, for Community Center HVAC and Roof Replacement Project, CIP No. 513-B.

SUMMARY:

Work on the Community Center HVAC and Roof Replacement Project, CIP No. 513-B, began on May 1, 2020, and is being performed by West Gate Contractor. Work performed in July and August included installation of the new flat roof, vibration isolation curbs and the HVAC units. The work has entered into the punchlist phase. The contractor has submitted the second progress payment request for approval.

BACKGROUND:

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

Progress Payment No. 2, for Community Center HVAC and Roof Replacement Project,
CIP 513-B

September 22, 2020

Page 2

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
4	Furnish and Install Flat Roof, Complete and In Place.	0.15	LS	\$125,000.00	\$18,750.00
5	Furnish and Install Vibration Isolation Curbs at all HVAC Units.	0.90	LS	\$45,000.00	\$40,500.00
6	Install City Furnished HVAC Package Units and Appurtenances, Complete and In Place.	0.60	LS	\$75,500.00	\$45,300.00
7	Furnish One-Year Labor HVAC Warranty.	1	LS	\$5,000.00	\$5,000.00
8	Furnish Ten-Year Labor and Materials Roof Warranty.	1	LS	\$12,500.00	\$12,500.00

TOTAL TO DATE	\$330,725.00	
LESS PRIOR BILLING	208,675.00	
TOTAL THIS PERIOD	\$122,050.00	\$122,050.00
LESS 5% RETENTION		\$(6,102.50)
DUE		\$115,947.50

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Community Center HVAC and Roof Replacement Project, CIP No. 513-B.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020

TO: Mayor and Council Members

FROM: Donald J. White
City Manager

ISSUE: Amendment No. 1 to the Professional Services Agreement with Kosmont & Associates, Inc.

RECOMMENDATION: That the City Council approve Amendment No. 1 to the Professional Services Agreement with Kosmont & Associates, Inc., and authorize the City Manager to execute the Agreement.

SUMMARY:

On November 26, 2019, the City entered into a Professional Services Agreement with Kosmont & Associates, Inc. to prepare a net fiscal impact analysis and provide related economic development advisory services (including Development Agreement negotiations services) related to the proposed Village at Laguna Hills Project located at the former Laguna Hills Mall property. Due to delays experienced in processing Merlone-Geier Partners' (MGP) application, as identified in the attached Amendment No. 1 (including the pandemic), it is now necessary to increase the maximum contract amount for Kosmont & Associates services to ensure that uninterrupted assistance to the City can be continued. The professional services agreement established an initial \$100,000 maximum contract amount. An increase of \$50,000 is now recommended, establishing a new maximum contract amount of \$150,000. It should be noted that the entire cost of this contract is paid for by MGP as is all costs associated with processing their development application. The proposed Amendment No. 1 to the professional services agreement, which is included as Attachment 1, must be approved by the City Council in order to increase Kosmont & Associates contract amount. A copy of the current Consulting Services Agreement between the City and Kosmont & Associates is

Amendment No. 1 to Professional Services Agreement with Kosmont & Associates, Inc.
September 22, 2020
Page 2

also provided for informational purposes as Attachment 2.

FISCAL IMPACT:

All costs associated with this Agreement will be reimbursed by Merlone-Geier Partners.
There is no General Fund impact.

ATTACHMENTS:

- Proposed Amendment No. 1 to Professional Services Agreement with Kosmont & Associates Inc.
- Professional Services Agreement with Kosmont & Associates, Inc.

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
Kosmont & Associates, Inc.

(Real Estate, Financial Advisory, and Economic Development Services)

THIS FIRST AMENDMENT to the Professional Services Agreement with KOSMONT & ASSOCIATES, INC., (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 22nd day of September 2020, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the "City"), and KOSMONT & ASSOCIATES, INC., a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties."

RECITALS

A. City and Consultant previously entered into that certain professional services agreement for the provision of specialized real estate, financial advisory, and economic development services in order to provide the City with a Net Fiscal Impact Analysis and development agreement negotiation services in connection with the proposed new Merlone Geier Partners (MGP) redevelopment project located at the former Laguna Hills Mall, entitled "The Village at Laguna Hills," as well as to provide the City with other as-needed real estate, financial advisory, and economic development support services that may be required on an on-call basis (the "Project"), which agreement was made and entered into on November 26, 2020 (the "Agreement") and which may be duly amended, in writing, from time to time by the Parties. City does not have the personnel or technical expertise able to perform the professional services contracted for under the Agreement.

B. Sections 2.3 (Changes in Scope) and 10.3 (Amendment) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties. More specifically, Sections 1.8 (Additional Services) and 2.3 (Changes in Scope) of the Agreement provide that the City shall have the right at any time during the term of the Agreement to order extra work or to make changes by adding to such Work and that at any time during the term of the Agreement the Parties may enter into a written amendment for the purpose of changing and/or providing for additional services to the Scope of Services set forth in Section 1.1 of the Agreement, including any additional consultant fees.

C. Due to unforeseen application processing delays, including but not limited to, delays attributable to an evolving project site plan consisting of multiple revised site plan proposals from the applicant, and the need to review the applicant's multiple submittals and resubmittals, the submission of an incomplete project description, the submission of incremental Project details from the applicant as well as incomplete Project details, the Project's overall complexity, the novel COVID-19 Pandemic and the State of Emergency declared by Federal, state, and local governments, including associated stay at home public health orders, as well as the closure of City Hall, the application has remained incomplete. These processing delays have resulted in unanticipated additional time, work and expense and now creates the need for additional consulting services and to

increase the maximum contract amount established in Section 2.1 of the Agreement in order to provide for continued, uninterrupted real estate, financial advisory, economic development, and development agreement negotiation services to be performed by Consultant for the Project.

D. Consult has submitted to City for consideration and approval a written proposal, entitled "Continued Advisory Services", dated September 17, 2020, to provide such additional consulting services as an extension of the Scope of Services set forth in Section 1.1 of the Agreement, which is attached hereto as Attachment "1".

E. The Parties now desire to enter into this Amendment No. 1 to the Agreement for the purpose of i) amending the Proposal/Scope of Work set forth in Section 1.1 of the Agreement in order to provide for additional consultant services, which additional work and services were not contemplated by the Parties or included in the original Proposal/Scope of Work set forth in Exhibit "A" to the Agreement, and (ii) amending the Maximum Contract Amount set forth in Section 2.1 of the Agreement in order to provide for the additional work and services authorized by this Amendment No. 1 under the same terms and conditions and at the same professional hourly rates and charges, which additional work and services creates the need to increase the Maximum Contract Amount by \$50,000, from \$100,000 to \$150,000.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 1.1, entitled "Scope of Services," of the Agreement: Section 1.1 of the Agreement is hereby amended as follows to provide for additional consulting services:

The Scope of Services and Work set forth in Section 1.1 of the Agreement is hereby amended to also include the additional consulting services and work set forth in Consultant's proposal entitled, "Continued Advisory Services," dated September 17, 2020, a copy of which is attached hereto as Attachment "1" to this Amendment No. 1 and is incorporated herein by reference and is hereby made a part of Exhibit "A" to the Agreement.

2. Amendment to Section 2.1, entitled "Maximum Contract Amount," of the Agreement. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the professional services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (hereinafter referred to as the "Maximum Contract Amount"). Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The

maximum amount of City's payment obligation under this Agreement is the amount specified in this section."

3. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
4. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
5. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

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

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

 DONALD J. WHITE,
 City Manager

ATTEST:

 (SEAL)
 JENNIFER LEE,
 Deputy City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Kosmont & Associates, Inc., a California
 corporation

By: 

 KEN HIRA, President

Attachment: Proposed Amendment No. 1 to Professional Services Agreement with Kosmont & Associates Inc. (2230 : Amendment No. 1 to

ATTACHMENT "1"

CONSULTANT'S PROPOSAL
FOR
CONTINUED ADVISORY SERVICES

DATED: SEPTEMBER 17, 2020

ADDITIONAL SCOPE OF WORK AND SERVICES



September 17, 2020

Mr. Donald J. White
City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Re: Continued Advisory Services

Dear Mr. White:

Kosmont Companies ("Kosmont" or "Consultant"), Economic Development and Real Estate advisor to City of Laguna Hills ("City" or "Client"), was retained in November 2019 for the preparation of a single phase static Net Fiscal Impact Analysis ("Analysis") and assistance with preliminary Development Agreement ("DA") negotiations in connection with the proposed redevelopment of the former Laguna Hills Mall now known as Village at Laguna Hills ("Project") by Merlone Geier Partners ("MGP" or "Developer").

The proposed Project, which includes a blend of residential, office, retail, hotel and a village park, is complex and will be phased over several years as a function of market demand and economic conditions.

Kosmont has worked closely with City staff / Department Heads and Developer on a series of assumptions and phasing scenarios for the Analysis (beyond original scope) and diligently leading the preliminary DA negotiations. The Project was anticipated to receive entitlements in the 2nd quarter of 2020; however, the unexpected impacts of the COVID-19 pandemic has extended the timeframes. Additional analysis and negotiations were needed to evaluate potential changes to the blend of land uses and development phasing that Developer was considering, to address shifting economic conditions. Substantial progress has been made, with a nearly finalized Analysis and Development Agreement negotiations progressing toward an anticipated City Council hearing in the 4th quarter 2020 or possibly 1st quarter 2021.

To that end, the City needs to continue working with Kosmont to finalize the Analysis and DA negotiations. City needs Kosmont to attend several meetings including the City Council public entitlement hearing in order to convey key Project milestones and fiscal findings (beyond original scope).

I. SCOPE OF SERVICES

Task 1: Final Fiscal Impact Analysis

Based on the finalized Project description (including retail, residential, office and hotel) and other Project assumptions provided by the Client / Developer, as well as the original fiscal impact analysis conducted by Consultant, Kosmont will provide a final Analysis that includes: primary fiscal revenues, primary fiscal expenditures based on both variable and fixed ratios as a result of the Project, estimation of construction-related economic benefits,

estimation of economic benefits from ongoing operation, and preparation of Analysis summary report to be used at meetings.

Task 1 deliverable will be prepared in Summary Report document format.

Task 2: Final Development Agreement Negotiations

Kosmont will assist the City and its legal counsel with final DA negotiations and public-private transaction structuring including assistance with review and negotiation of business terms such as certain milestones, Developer responsibilities (e.g. performance measures), City and community benefits, remedies, etc. As part of DA negotiations, Kosmont will review MGP financial wherewithal on a confidential basis.

Task 3: Project / Fiscal Analysis / Development Agreement Overview

Kosmont will develop a Public Private Project Overview presentation that summarizes high level salient information about the Project, the Analysis completed in Task 1, and the DA milestones / terms finalized in Task 2.

Task 3 deliverable will be prepared in PowerPoint format.

Task 4: Public Hearing

Consultant is available to assist with the preparation of additional presentation materials and participate in summary presentations of the Public Private Project Overview and other key Project milestones and fiscal findings at one (1) City Council / public hearing. Kosmont can provide market perspective and post COVID context for the Project. Additional requested meetings beyond those outlined herein will be billed at Kosmont's professional services (hourly) fees.

II. SCHEDULE

September 2020 through February 2021.

III. COMPENSATION

Compensation for Tasks 1 through 4 is \$50,000 for professional services (hourly) fees. Budget may be increased by City request at any point in time.

Kosmont is appreciative of the opportunity to continue to work with the City on the exciting Project. Thank you.

Sincerely,



Ken K. Hira
President

PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc.

(Real Estate, Financial Advisory, and Economic Development Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 26th day of November 2019, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and KOSMONT & ASSOCIATES, INC, a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified firm that specializes in providing real estate, financial advisory, and economic development services to cities, counties, and public agencies, in order to provide City with a Net Fiscal Impact Analysis and development agreement negotiation services in connection with the proposed new Merlone Geier Partners (MGP) Redevelopment Project located at the intersection of the I-5 Freeway and El Toro Road within the City, as well to provide the City with other as-needed, real estate, financial advisory, and economic development support services that may be required on an on-call basis (the "Project").

B. Consultant has submitted to City a proposal, dated November 6, 2019, to provide City with professional real estate, financial advisory, and economic development services in order to provide City with a Net Fiscal Impact Analysis and development agreement negotiation services in connection with the proposed new MGP Redevelopment Project, as well as a full range of other as-needed real estate, financial advisory, and economic development support services that may be required on an on-call basis for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional real estate, financial advisory, and economic development consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated November 6, 2019, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original November 6, 2019 Proposal/Scope of Work submitted to the City ("Consultant's Proposal"), which shall each be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant's Proposal (Exhibit "A").

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant

shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Thousand Dollars (\$100,000.00) (hereinafter referred to as the "Maximum Contract Amount"). Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect until Project completion, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be

issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a task order.

4. **COORDINATION OF WORK**

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility Indemnification.

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

the responsibility of the City.

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

5. INSURANCE

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

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

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

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

C. **Workers' Compensation Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.9 *Intentionally omitted.*

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

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this

Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected and appointed officials, officers, directors, employees, agents, and

volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (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 the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

7. REPORTS AND RECORDS

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

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

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

them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

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

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

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by

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

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

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

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

To Consultant: Kosmont Companies
Attention: Ken Hira, President
1601 N. Sepulveda Boulevard, Suite 382
Manhattan Beach, California 90266
Telephone: (424) 297-1070
E-mail: khira@kosmont.com

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the

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

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

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

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

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

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

10.9 Labor Code Requirements.

A. **Prevailing Wages.** Consultant is aware of the requirements of California labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the

Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

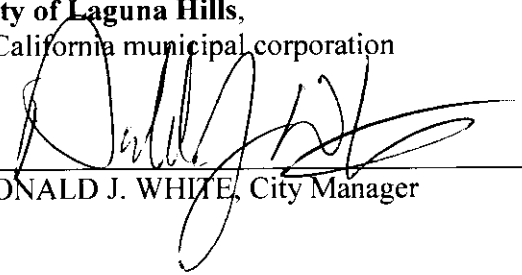
B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial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

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

[SIGNATURES ON NEXT PAGE]

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

"CITY"
City of Laguna Hills,
 a California municipal corporation



 DONALD J. WHITE, City Manager

ATTEST:

 (SEAL)

 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:



 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
Kosmont & Associates, Inc. dba Kosmont
Companies, a California corporation

By: 

 KEN HIRA, President

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: NOVEMBER 6, 2019**

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



EXHIBIT A

I. BACKGROUND AND OBJECTIVE

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal for real estate advisory services to the City of Laguna Hills ("City" or "Client") for the preparation of a Net Fiscal Impact Analysis and development agreement negotiations in connection with the proposed Merlone Geier Partners former Laguna Hills Mall redevelopment project ("Project") located at the intersection of the I-5 Freeway and El Toro Road within the City ("Site").

The Site is currently undergoing redevelopment by development firm Merlone Geier Partners ("MGP" or "Developer") to create a lifestyle and urban town center that envisions an attractive dining, shopping, entertainment, living and working environment. To that end, the City has expressed interest to continue working with Kosmont to provide related real estate advisory services, including a net fiscal impact analysis ("Analysis") and initial development agreement negotiations, as it relates to the Project. Therefore, Kosmont proposes the following scope of services accordingly.

II. SCOPE OF SERVICES

Task 1: Net Fiscal Impact Analysis & Economic Benefit Analysis

Based on a revised project description including retail, residential, office and hotel, provided by the Client/Developer for the Project, Kosmont will provide the following:

Task 1a: Analysis of Primary Fiscal Revenues

Consultant will estimate the primary fiscal revenues to be generated by the Project upon full build-out and stabilization, including property tax (secured and unsecured), property tax in-lieu of vehicle license fees ("VLF"), sales and use tax, and/or other revenues, as deemed relevant and applicable by Consultant. Kosmont will also coordinate with the City on an initial analysis of the Development Impact Fees associated with the proposed Project.

Task 1b: Analysis of Primary Fiscal Expenditures

Consultant will estimate primary fiscal expenditures that may result from the Project upon full build-out and stabilization, including personnel, operations, and/or other costs related to public works, public safety, community services, community development, administration, and/or other municipal programs, as deemed relevant and applicable by Consultant. Consultant will evaluate fiscal revenues net of fiscal expenditures, known as the net fiscal impact.

Task 1c: Estimation of Construction-Related Economic Benefits

Based on the estimated construction budget for the Project (to be provided by Client/Developer), Consultant will apply an IMPLAN-based analysis to estimate the employment (job creation), labor income (wages), and economic output (value of goods and services produced) benefits to be derived from construction of the Project. Direct, indirect, and induced economic benefits will be evaluated.



Task 1d: Estimation of Economic Benefits from Ongoing Operation

Based on estimated current industry-standard per-square-foot employment densities (and/or Client estimates), Consultant will estimate the permanent on-site employment and related labor income and economic output benefits as estimated by IMPLAN to be generated from ongoing operation of the Project after build-out and stabilization. Direct, indirect, and induced economic benefits will be evaluated.

Task 1e: Preparation of Analysis Summary Report

At the conclusion of the Analysis, Consultant will prepare an Analysis Summary Report ("Summary Report") describing the data sources, assumptions and methodologies utilized and results obtained from the Analysis. Client will have an opportunity to review and provide one round of comments on the Summary Report, and Consultant will incorporate mutually agreed upon comments into a final version of the Summary Report.

Note: Kosmont is available to analyze net fiscal impact of alternative scenarios as needed for the proposed Project as directed by Client, scope and budget for which will be outlined at the appropriate time in a follow-on scope to be approved by Client in advance.

(Optional) Presentation and Meeting Assistance

Consultant is available to assist with preparation of additional presentation materials and participation in summary presentations of the Analysis, including at City Council meetings, public / community hearings, and/or other requested meetings to be billed at the professional services (hourly) fees as shown in Section IV.

Task 2: Preliminary Transaction/Development Agreement Negotiation Assistance

Kosmont will assist the City and its legal counsel with initial Development Agreement ("DA") negotiations and public-private transaction structuring including assistance with review and negotiation of business terms such as length of DA, milestones, Developer responsibilities (e.g. performance measures), City and community benefits, remedies, etc.

Note: Complete DA negotiations is difficult to predict but Kosmont will be available to assist in further DA negotiations and project shaping as directed by Client, time and budget for which will be outlined at the appropriate time in a follow-on scope to be approved by Client in advance.

Task 3: As Needed Real Estate Advisory Services

Kosmont will assist the City on as needed and as directed basis for real estate advisory services not identified in Tasks 1 and 2.

III. WORK SCHEDULE

Consultant is prepared to commence work upon receipt of executed Agreement.



IV. SCHEDULE OF FEES

Kosmont Companies 2019-2020 Public Agency Fee Schedule

Professional Services

Chairman & CEO	\$375.00/hour
President	\$345.00/hour
Senior Vice President/Senior Advisor	\$305.00/hour
Vice President	\$210.00/hour
Senior Project Analyst	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

• Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2020.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020

TO: Mayor and Council Members

FROM: Donald J. White
Director of Emergency Services/City Manager

ISSUE: City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus and Confirmation of the Director of Emergency Services/City Manager's Executive Orders Related Thereto

RECOMMENDATION: That the City Council: 1) Review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's executive orders related thereto.

SUMMARY:

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the "coronavirus"), at which time the City Council was not in session. On March 24, 2020, during a special meeting the City Council ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency. Since that time, the rate of infection and threat to public health and safety have not abated, as the number of cases continue to grow. As of September 4, 2020, there were more than 26.3 million worldwide cases of COVID-19, and 870,000 deaths. Locally, there were 49,441 confirmed cases and 1,018 deaths in Orange County. Since then, the worldwide cases have increased to more than 30.2 million and the worldwide deaths have increased to more than 947,000. County-wide, the number of confirmed cases has increase from 49,441 to 52,645 and deaths have increased from 1,018 to 1,115. Pursuant to Laguna Hills Municipal Code ("LHMC") Section 2-32.060, the City Council must review the

Continuing Local Emergency and Confirmation of Executive Orders

September 22, 2020

Page 2

necessity for continuing the local emergency no less frequently than every fourteen (14) days until the emergency is terminated. LPMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the Director of Emergency Services/City Manager that are reasonably related to the local emergency, such as for the protection of life and property as affected by the emergency, to be confirmed as soon as practicable by the City Council.

BACKGROUND:

On January 30, 2020, the World Health Organization ("WHO") declared the outbreak of COVID-19 a "public health emergency of international concern" and by March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange and County Health Officer Dr. Nichole Quick declared a local emergency and a local health emergency to prepare for COVID-19, and on March 4, 2020, the Governor declared a State of Emergency in California allowing state agencies to take any action necessary to address COVID-19.

On March 11, 2020, the Governor and the California Department of Health issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19" determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of six (6) feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than ten (10) people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function.

Within a short period of time thereafter COVID-19 began to spread rapidly throughout California necessitating more stringent public health emergency orders. On March 12, 2020, the Governor issued Executive Order N-25-20, ordering that all residents are to heed the orders and guidance of state and local public health officials. Subsequently, on March 13, 2020, President Donald J. Trump declared a National

Continuing Local Emergency and Confirmation of Executive Orders
September 22, 2020
Page 3

Emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem. By March 16, 2020, President Trump advised the public to avoid groups of more than ten (10) people to fight the COVID-19 outbreak. On March 17, 2020, the Orange County Health Officer issued a Public Health Order prohibiting all public and private gatherings of any number of people, including at places of work, occurring outside a single household or living unit, until March 31, 2020, except for the purposes of engaging in an Essential Activity, as defined. This Public Health Order was superseded by the State's Executive Order and continues in effect until further notice.

In light of these events, on March 18, 2020, the City Manager, acting as the Director of Emergency Services pursuant to LHMC Section 2-32.060(B), proclaimed the existence of a local emergency within the City of Laguna Hills by enacting Proclamation No. 2020-03-18-1, at which time the City Council was not in session. A copy of Proclamation No. 2020-03-18-1 is attached hereto. On March 24, 2020, the City Council unanimously ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency during a special meeting, as required by LHMC Section 2-32.060(B).

In order to mitigate the impact of COVID-19 across the State, on March 19, 2020, the Governor issued Executive Order N-33-20, which directed and ordered all residents to: 1) immediately heed the current State public health directives; and 2) to stay at home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors. On March 22, 2020, President Donald J. Trump declared California a major disaster area, thereby making federal emergency aid available for the State to supplement state, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic beginning on January 1, 2020, and continuing.

Effective August 31, 2020, Governor Newsom implemented a "Blueprint for a Safer Economy," within the COVID-19 portion of the state's website at: <https://covid19.ca.gov/safer-economy/>, which allows the public to enter a County and a desired activity to verify if it is open. The system also labels each county's risk level using a four color-coded tier system for COVID-19 monitoring that will replace any former county-based monitoring systems. As you can see in the graphic below, the system is based on the amount of positive cases and positivity rates as either widespread, substantial, moderate or minimal.

Continuing Local Emergency and Confirmation of Executive Orders
 September 22, 2020
 Page 4

Your County Color Determines Operations		
COUNTY RISK LEVEL	NEW CASES	POSITIVE TESTS
WIDESPREAD Most non-essential indoor business operations are closed.	More than 7 Daily new cases (per 100k)	More than 8% Positive tests
SUBSTANTIAL Some non-essential indoor business operations are closed.	4-7 Daily new cases (per 100k)	5-8% Positive tests
MODERATE Some business operations are open with modifications.	1-3.9 Daily new cases (per 100k)	2-4.9% Positive tests
MINIMAL Most business operations are open with modifications.	Less than 1 Daily new cases (per 100k)	Less than 2% Positive tests

As to the continuing need for the proclamation of emergency and the rules, measures, and orders issued to date by the City Council, the following facts are instructive. The County of Orange is currently labeled with a risk factor of Substantial, which is an improvement from the previous risk factor of Widespread. As of September 4, 2020, there were more than 26.3 million worldwide cases of COVID-19, and 870,000 deaths. Locally, there were 49,441 confirmed cases and 1,018 deaths in Orange County. Between September 4, 2020, and the date of publication of this staff report (September 18, 2020), the worldwide cases have increased to more than 30.2 million and the worldwide deaths have increased to more than 947,000. County-wide cases have increase from 49,441 to 52,645 and county-wide deaths have increased from 1,018 to 1,115. These figures continue to grow on a daily basis. The rate of infection, potential impact to health care systems, and the threat to public health and safety have not abated. The state of local emergency continues to exist.

It is recommended that the City Council: 1) Review the necessity for continuing the local emergency related to the COVID-19 pandemic; and 2) Confirm the Director Emergency Services/City Manager's executive order related hereto. Based on the recommendations of the Director of Emergency Services/City Manager and the Chief of Police Services, it has been determined that the need for the locally declared emergency, pursuant to Proclamation No. 2020-03-18-1, continues to exist and should not be terminated at this time.

Continuing Local Emergency and Confirmation of Executive Orders

September 22, 2020

Page 5

ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency
- Executive Orders, Director of Emergency Services/City Manager, September 9, 2020

PROCLAMATION NO. 2020-03-18-1

A PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Laguna Hills Municipal Code Section 2-32.060 empowers the City Council (while in session), or the Director of Emergency Services (if the City Council is not in session), to declare the existence or threatened existence of a local emergency; and

WHEREAS, California Government Code Section 8550 *et seq.*, including Section 8558(c), authorizes the Director of Emergency Services to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and in some cases death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in numerous countries, with thousands of cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States; and

WHEREAS, as of March 10, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020, issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020, issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, President Donald J. Trump on March 13, 2020, declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem; and

WHEREAS, on March 15, 2020, Governor Newsome requested bars and nightclubs to close, restaurants to reduce capacity by half, and all Californians aged 65 and older to self-isolate; and

WHEREAS, on March 16, 2020, President Donald J. Trump advised the public to avoid groups of more than 10 people to fight the coronavirus outbreak; and

WHEREAS, the City of Laguna Hills has the authority to impose measures to promote social distancing including, but not limited to, limitations on public events; and

WHEREAS, the City of Laguna Hills is a significantly populated city within Orange County, which is the sixth largest county in the United States; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Laguna Hills and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City of Laguna Hills and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the Director of Emergency Services has the authority to declare a local emergency as authorized by California Government Code Section 8630 and Laguna Hills Municipal Code Section 2-32.060.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED BY DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS AS FOLLOWS:

Section 1. As contemplated in the Emergency Services Act contained in California Government Code Section 8550 *et seq.*, including Section 8558(c), and Chapter 2-32 of Title 2 of the Laguna Hills Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

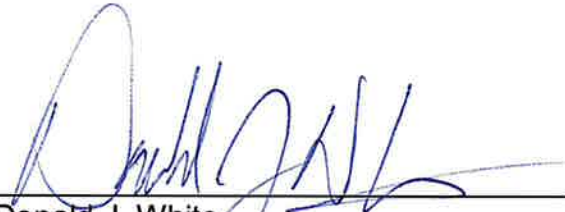
Section 2. The area of the City of Laguna Hills which is endangered/imperiled is the entire city.

Section 3. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City's Emergency Operations Plan.

Section 4. The City Council shall review and ratify this proclamation of the City Manager within **seven (7) days** as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state and local law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

Section 5. A copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with state law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Laguna Hills; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 18th day of March 2020.


Donald J. White,
Director of Emergency Services/
City Manager

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 Proclamation No. 2020-03-18-1 adopted by the Director of Emergency Services of the City of Laguna Hills, California, on the 18th day of March 2020.

(SEAL)


MELISSA AU-YEUNG, CITY CLERK



CITY OF LAGUNA HILLS

City Manager

OFFICE OF THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES

Executive Orders

**Pursuant to Proclamation No. 20-03-18-01
Declaring the Existence of a Local Emergency**

RE: NOVEL CORONAVIRUS, COVID-19

Issue Date: September 9, 2020

On March 18, 2020, in my capacity as the Director of Emergency Services (LHMC 2-32.060), I issued Proclamation 20-03-18-01 Declaring the Existence of a Local Emergency in response to severe public health concerns and economic impacts relating to the COVID-19 pandemic. The novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat, and States of Emergency have been declared by the County of Orange, the State of California, and the federal government of the United States. On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, which bans gatherings, public and private, and orders residents to stay at home at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as defined, in order to mitigate the impact of COVID-19. Executive Order N-33-20 is enforceable pursuant to California law per Government Code Section 8665.

In order to comply with all applicable Public Health and Executive Orders and to protect public health in the City of Laguna Hills, the following Executive Orders are in effect until further notice:

28. The Laguna Hills Community Center shall remain closed to the public until further notice, except for the Laguna Hills Technology Branch of the Orange County Public Library and other authorized events and programs. Facility reservations/rentals, unless otherwise permitted by applicable public health orders and/or state and county public health guidelines, shall remain cancelled or suspended until further notice. Executive Order No. 3, dated March 19, 2020, is hereby rescinded.

29. Recreation programs, classes and activities, unless otherwise permitted by applicable public health orders and/or state and county public health guidelines, shall remain suspended until further notice.

Additional Executive Orders may be issued at any time relating to this public health emergency. Additional Executive Orders are cumulative, and do not negate or reverse these Executive Orders contained herein unless explicitly stated.


Donald J. White
Director of Emergency Services/City Manager

Cc:

Mayor and City Council
Greg Simonian, City Attorney
Kenneth Rosenfield, Public Works Director/City Engineer
Melissa Au-Yeung, Deputy City Manager
David Reynolds, Deputy City Manager
David Chantarangsu, Community Services Director
Janice Reyes, Finance Director
Matthew Stiverson, Police Chief



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for September 8, 2020, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the September 8, 2020, Regular Meeting.

ATTACHMENTS:

- 200908 PA Minutes

4. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:00 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Erica Pezold	Vice Chair	Present	
Dore J. Gilbert, M.D.	Agency Member	Remote	
Don Sedgwick	Agency Member	Remote	
Dave Wheeler	Agency Member	Remote	

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments.

4.3. APPROVAL OF MINUTES**4.3.1 Approval of Minutes for August 25, 2020, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the August 25, 2020, Regular Meeting.

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

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Heft reconvened the City Council Meeting at 8:02 p.m. Mayor Pro Tempore Pezold and Mayor Heft were present. Council Member Gilbert, Council Member Sedgwick and Council Member Wheeler were present via teleconference.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020
TO: Mayor and Council Members
FROM: David Chantarangsu
Community Development Director
ISSUE: Appeal of the City's RHNA for the Sixth Cycle Housing Element

RECOMMENDATION: That the City Council take no action concerning an appeal of the City's Draft Regional Housing Needs Assessment (RHNA) for the Sixth Cycle Housing Element.

SUMMARY:

The City is required by state law to maintain a General Plan which provides a “blueprint” for how the community will accommodate growth and development. One of the required topics for the City’s General Plan is a Housing Element, which identifies the amount of new housing the City must plan for during a defined period, typically covering a seven (7) year period. The Southern California Association of Governments (SCAG) is authorized by state law to allocate to cities and counties in the SCAG Region a projected need for new housing units through a process known as the Regional Housing Needs Assessment (RHNA). The number of new housing units allocated to the City in this process will be used to update the City’s Housing Element in the upcoming Sixth Cycle Housing Element planning period commencing in October 2021. The City’s draft RHNA allocation is 1,980 units which is separated into several categories based on household income. Attachment 6.2.1a includes the RHNA for the City of Laguna Hills along with the entire SCAG region.

Included in the RHNA process is the ability for local agencies (cities and counties) to appeal their draft RHNA allocation before it becomes final. Staff anticipates the appeal period will commence on September 4, 2020, and end on October 19, 2020. RHNA

Appeal of the City's RHNA for the Sixth Cycle Housing Element

September 22, 2020

Page 2

appeals must be based on factors identified in state law as described below. To accommodate a possible appeal staff solicited a proposal (Attachment 6.2.1b) from a professional planning consultant firm (Moore, Iacofono, Goltsman, Inc. – MIG), which has expertise in the preparation of Housing Elements, to appeal the City's proposed RHNA. The cost of preparing an appeal is \$15,000 and is not budgeted.

Staff notes the success rate of appeals has historically been extremely low. Typically, SCAG adjusts allocations based on local input in the interest of avoiding appeals. Further, staff reviewed the records of appeals from the Fifth Cycle RHNA (2009-2014) and found that no appeals were granted to any of the 12 jurisdictions that filed RHNA appeals. Despite the low success rate of RHNA appeals in general, having a firm with expertise in preparing Housing Elements review the City's RHNA allocation is beneficial to identify information staff may have overlooked that could support an appeal.

Pursuant to Government Code Section 65584.05 a jurisdiction may appeal its RHNA allocation based on the following:

- SCAG failed to consider information submitted by jurisdictions relating to local factors, and information on affirmatively furthering fair housing;
- Significant and unforeseen changes in circumstances that warrant revisions to previously submitted local factors;
- SCAG failed to determine a jurisdiction's allocation based on approved allocation methodology.

The proposed Scope of Work for the RHNA appeal is attached for the City Council's reference.

Given the low prospects for success, and the current financial situation from the pandemic, staff recommends that the City pass on appealing its RHNA number. Should the City Council wish to proceed with an appeal, it would be in order to authorize the City Manager to engage the services of MIG.

FISCAL IMPACT:

If the City Council decides to appeal the City's RHNA allocation, a budget amendment will be required since no funds are budgeted for this item.

ATTACHMENTS:

- Attachment 6.2.1.a - Proposed SCAG Regional Housing Allocation
- Attachment 6.2.1.b - MIG Proposal



Attachment 6.2.1.a
Proposed SCAG
Regional Housing Allocation

**SCAG 6TH CYCLE DRAFT RHNA ALLOCATION BASED ON FINAL RHNA METHODOLOGY AND PENDING REGIONAL COUNCIL
ADOPTION OF THE FINAL CONNECT SOCIAL PLAN ON SEPTEMBER 3, 2020**

ALLOCATION BY COUNTY

	Total	Very-low income	Low income	Moderate income	Above moderate income
Imperial	15,956	4,659	2,352	2,194	6,751
Los Angeles	813,082	217,565	123,171	131,532	340,814
Orange	183,430	46,295	29,176	32,482	75,477
Riverside	167,177	41,943	26,450	29,146	69,638
San Bernardino	137,786	35,575	21,855	24,087	56,269
Ventura	24,396	5,759	3,803	4,516	10,318
TOTAL	1,341,827	351,796	206,807	223,957	559,267

ALLOCATION BY SUBREGION

	Total	Very-low income	Low income	Moderate income	Above moderate income
Arroyo Verdugo	22,143	5,976	3,573	3,650	8,945
CVAG	31,558	6,188	4,653	5,550	15,153
Gateway	74,418	20,828	10,785	11,223	31,590
Imperial	11,659	3,459	1,757	1,615	4,833
Las Virgenes Malibu	931	360	199	183	189
Los Angeles City	455,564	115,680	68,593	74,936	196,368
North LA County	27,429	7,840	4,128	4,278	11,180
OCCOG	173,047	43,164	27,314	30,447	72,124
SBCTA/SBCOG	128,977	33,401	20,498	22,567	52,507
SGVCOG	89,404	25,143	13,370	14,047	36,850
South Bay Cities	34,099	10,196	5,226	5,525	13,153
Unincorporated	155,364	42,804	24,348	25,905	62,298
Ventura	23,139	5,441	3,578	4,267	9,851
Westside Cities	19,225	5,960	3,636	3,539	6,091
WRCOG	94,870	25,356	15,149	16,225	38,135

ALLOCATION BY LOCAL JURISDICTION

	County	Total	Very-low income	Low income	Moderate income	Above- moderate income
Adelanto city	San Bernardino	3756	394	565	650	2147
Agoura Hills city	Los Angeles	318	127	72	55	64
Alhambra city	Los Angeles	6808	1769	1033	1077	2929
Aliso Viejo city	Orange	1193	389	214	205	385
Anaheim city	Orange	17411	3757	2391	2939	8324
Apple Valley town	San Bernardino	4280	1083	599	745	1853
Arcadia city	Los Angeles	3206	1099	569	604	934
Artesia city	Los Angeles	1067	311	168	128	460
Avalon city	Los Angeles	27	8	5	3	11
Azusa city	Los Angeles	2646	759	367	382	1138
Baldwin Park city	Los Angeles	1996	574	275	262	885
Banning city	Riverside	1668	316	192	279	881

ALLOCATION BY LOCAL JURISDICTION

	County	Total	Very-low income	Low income	Moderate income	Above- moderate income
Barstow city	San Bernardino	1516	172	227	299	818
Beaumont city	Riverside	4202	1226	720	722	1534
Bell city	Los Angeles	228	43	23	29	133
Bell Gardens city	Los Angeles	501	99	29	72	301
Bellflower city	Los Angeles	3726	1012	487	552	1675
Beverly Hills city	Los Angeles	3096	1005	678	601	812
Big Bear Lake city	San Bernardino	212	50	33	37	92
Blythe city	Riverside	493	82	71	96	244
Bradbury city	Los Angeles	41	16	9	9	7
Brawley city	Imperial	1423	398	210	202	613
Brea city	Orange	2360	667	393	402	898
Buena Park city	Orange	8899	2114	1340	1570	3875
Burbank city	Los Angeles	8751	2546	1415	1406	3384
Calabasas city	Los Angeles	353	131	71	70	81
Calexico city	Imperial	4856	1276	653	612	2315
Calimesa city	Riverside	2013	494	275	378	866
Calipatria city	Imperial	151	36	21	16	78
Camarillo city	Ventura	1373	352	244	270	507
Canyon Lake city	Riverside	128	43	24	24	37
Carson city	Los Angeles	5605	1766	911	873	2055
Cathedral City city	Riverside	2542	538	352	456	1196
Cerritos city	Los Angeles	1903	678	344	331	550
Chino city	San Bernardino	6961	2107	1281	1201	2372
Chino Hills city	San Bernardino	3720	1384	819	787	730
Claremont city	Los Angeles	1707	554	309	297	547
Coachella city	Riverside	7867	1030	997	1364	4476
Colton city	San Bernardino	5420	1314	666	904	2536
Commerce city	Los Angeles	246	55	22	38	131
Compton city	Los Angeles	1001	235	121	130	515
Corona city	Riverside	6075	1748	1038	1094	2195
Costa Mesa city	Orange	11733	2912	1790	2084	4947
Covina city	Los Angeles	1905	612	267	281	745
Cudahy city	Los Angeles	392	80	36	53	223
Culver City city	Los Angeles	3333	1105	603	559	1066
Cypress city	Orange	3927	1147	656	622	1502
Dana Point city	Orange	530	147	84	101	198
Desert Hot Springs city	Riverside	3865	568	534	687	2076
Diamond Bar city	Los Angeles	2516	842	433	436	805
Downey city	Los Angeles	6510	2074	944	913	2579
Duarte city	Los Angeles	886	268	144	137	337
Eastvale City	Riverside	3022	1142	671	634	575
El Centro city	Imperial	3433	998	489	461	1485
El Monte city	Los Angeles	8481	1792	851	1230	4608
El Segundo city	Los Angeles	491	189	88	83	131
Fillmore city	Ventura	413	72	61	72	208
Fontana city	San Bernardino	17477	5096	2943	3029	6409
Fountain Valley city	Orange	4827	1304	784	832	1907

Attachment: Attachment 6.2.1.a - Proposed SCAG Regional Housing Allocation (2020-168 : Appeal of the City's RHNA for the Sixth Cycle

ALLOCATION BY LOCAL JURISDICTION

	County	Total	Very-low income	Low income	Moderate income	Above- moderate income
Fullerton city	Orange	13180	3190	1985	2267	5738
Garden Grove city	Orange	19122	4155	2795	3204	8968
Gardena city	Los Angeles	5721	1481	759	892	2589
Glendale city	Los Angeles	13393	3430	2158	2244	5561
Glendora city	Los Angeles	2270	733	385	387	765
Grand Terrace city	San Bernardino	628	188	92	106	242
Hawaiian Gardens city	Los Angeles	331	61	44	46	180
Hawthorne city	Los Angeles	1731	444	204	249	834
Hemet city	Riverside	6450	810	730	1171	3739
Hermosa Beach city	Los Angeles	556	231	127	105	93
Hesperia city	San Bernardino	8135	1916	1228	1406	3585
Hidden Hills city	Los Angeles	40	17	8	9	6
Highland city	San Bernardino	2508	618	408	470	1012
Holtville city	Imperial	171	41	33	26	71
Huntington Beach city	Orange	13337	3652	2179	2303	5203
Huntington Park city	Los Angeles	1601	263	196	242	900
Imperial city	Imperial	1597	702	345	294	256
Indian Wells city	Riverside	382	117	81	91	93
Indio city	Riverside	7793	1788	1167	1312	3526
Industry city	Los Angeles	17	6	4	2	5
Inglewood city	Los Angeles	7422	1808	953	1110	3551
Irvine city	Orange	23554	6379	4225	4299	8651
Irwindale city	Los Angeles	118	36	11	16	55
Jurupa Valley City	Riverside	4485	1204	747	729	1805
La Cañada Flintridge city	Los Angeles	610	251	135	139	85
La Habra city	Orange	803	192	116	130	365
La Habra Heights city	Los Angeles	172	78	35	31	28
La Mirada city	Los Angeles	1957	633	341	319	664
La Palma city	Orange	800	223	140	137	300
La Puente city	Los Angeles	1924	542	275	274	833
La Quinta city	Riverside	1526	419	268	296	543
La Verne city	Los Angeles	1343	413	238	223	469
Laguna Beach city	Orange	393	117	80	79	117
Laguna Hills city	Orange	1980	566	353	353	708
Laguna Niguel city	Orange	1204	347	201	223	433
Laguna Woods city	Orange	993	126	135	191	541
Lake Elsinore city	Riverside	6666	1874	1097	1131	2564
Lake Forest city	Orange	3228	954	541	558	1175
Lakewood city	Los Angeles	3914	1293	636	652	1333
Lancaster city	Los Angeles	9002	2218	1192	1325	4267
Lawndale city	Los Angeles	2491	730	310	370	1081
Loma Linda city	San Bernardino	2048	522	311	352	863
Lomita city	Los Angeles	827	238	124	127	338
Long Beach city	Los Angeles	26440	7123	4038	4149	11130
Los Alamitos city	Orange	767	193	118	145	311
Los Angeles city	Los Angeles	455577	115680	68593	74936	196368
Lynwood city	Los Angeles	1555	376	139	235	805

Attachment: Attachment 6.2.1.a - Proposed SCAG Regional Housing Allocation (2020-168 : Appeal of the City's RHNA for the Sixth Cycle

ALLOCATION BY LOCAL JURISDICTION

	County	Total	Very-low income	Low income	Moderate income	Above- moderate income
Malibu city	Los Angeles	78	27	19	17	15
Manhattan Beach city	Los Angeles	773	322	164	155	132
Maywood city	Los Angeles	363	54	47	55	207
Menifee city	Riverside	6594	1756	1049	1104	2685
Mission Viejo city	Orange	2211	672	400	396	743
Monrovia city	Los Angeles	1665	518	261	253	633
Montclair city	San Bernardino	2586	696	382	398	1110
Montebello city	Los Angeles	5174	1311	705	775	2383
Monterey Park city	Los Angeles	5245	1321	820	846	2258
Moorpark city	Ventura	1288	377	233	245	433
Moreno Valley city	Riverside	13596	3769	2047	2161	5619
Murrieta city	Riverside	3034	1006	581	543	904
Needles city	San Bernardino	87	10	11	16	50
Newport Beach city	Orange	4834	1453	928	1048	1405
Norco city	Riverside	454	145	85	82	142
Norwalk city	Los Angeles	5022	1542	757	657	2066
Ojai city	Ventura	53	13	9	10	21
Ontario city	San Bernardino	20805	5625	3279	3322	8579
Orange city	Orange	3927	1064	603	676	1584
Oxnard city	Ventura	8528	1835	1068	1535	4090
Palm Desert city	Riverside	2783	673	459	460	1191
Palm Springs city	Riverside	2552	544	407	461	1140
Palmdale city	Los Angeles	6625	1773	933	1002	2917
Palos Verdes Estates city	Los Angeles	198	82	44	47	25
Paramount city	Los Angeles	362	91	43	48	180
Pasadena city	Los Angeles	9408	2740	1659	1562	3447
Perris city	Riverside	7786	2025	1124	1271	3366
Pico Rivera city	Los Angeles	3939	1149	562	572	1656
Placentia city	Orange	4365	1228	679	769	1689
Pomona city	Los Angeles	10534	2792	1336	1507	4899
Port Hueneme city	Ventura	125	26	16	18	65
Rancho Cucamonga city	San Bernardino	10501	3237	1916	2033	3315
Rancho Mirage city	Riverside	1741	429	317	327	668
Rancho Palos Verdes city	Los Angeles	638	253	139	125	121
Rancho Santa Margarita city	Orange	680	209	120	125	226
Redlands city	San Bernardino	3507	964	614	650	1279
Redondo Beach city	Los Angeles	2483	933	507	489	554
Rialto city	San Bernardino	8252	2212	1203	1368	3469
Riverside city	Riverside	18415	4849	3057	3133	7376
Rolling Hills city	Los Angeles	45	20	9	11	5
Rolling Hills Estates city	Los Angeles	191	82	42	38	29
Rosemead city	Los Angeles	4601	1151	636	685	2129
San Bernardino city	San Bernardino	8104	1411	1095	1445	4153
San Buenaventura (Ventura) city	Ventura	5300	1184	863	948	2305
San Clemente city	Orange	978	281	163	187	347
San Dimas city	Los Angeles	1245	383	219	206	437
San Fernando city	Los Angeles	1791	460	273	283	775

Attachment: Attachment 6.2.1.a - Proposed SCAG Regional Housing Allocation (2020-168 : Appeal of the City's RHNA for the Sixth Cycle

ALLOCATION BY LOCAL JURISDICTION

	County	Total	Very-low income	Low income	Moderate income	Above- moderate income
San Gabriel city	Los Angeles	3017	844	415	465	1293
San Jacinto city	Riverside	3385	798	464	559	1564
San Juan Capistrano city	Orange	1051	269	172	183	427
San Marino city	Los Angeles	397	149	91	91	66
Santa Ana city	Orange	3087	584	361	522	1620
Santa Clarita city	Los Angeles	10008	3389	1730	1668	3221
Santa Fe Springs city	Los Angeles	950	252	159	152	387
Santa Monica city	Los Angeles	8873	2787	1668	1698	2720
Santa Paula city	Ventura	656	102	99	121	334
Seal Beach city	Orange	1239	257	201	238	543
Sierra Madre city	Los Angeles	204	79	39	35	51
Signal Hill city	Los Angeles	516	160	78	90	188
Simi Valley city	Ventura	2786	747	492	517	1030
South El Monte city	Los Angeles	576	131	64	70	311
South Gate city	Los Angeles	8263	2131	991	1171	3970
South Pasadena city	Los Angeles	2062	755	397	333	577
Stanton city	Orange	1227	164	144	231	688
Temecula city	Riverside	4183	1355	799	777	1252
Temple City city	Los Angeles	2182	628	350	369	835
Thousand Oaks city	Ventura	2615	733	493	531	858
Torrance city	Los Angeles	4928	1617	845	851	1615
Tustin city	Orange	6765	1720	1043	1129	2873
Twentynine Palms city	San Bernardino	1044	230	127	184	503
Unincorporated Imperial Co.	Imperial	4292	1200	595	579	1918
Unincorporated Los Angeles Co.	Los Angeles	89842	25582	13661	14151	36448
Unincorporated Orange Co.	Orange	10381	3131	1862	2035	3353
Unincorporated Riverside Co.	Riverside	40768	10399	6648	7371	16350
Unincorporated San Bernardino Co.	San Bernardino	8813	2174	1357	1520	3762
Unincorporated Ventura Co.	Ventura	1259	318	225	249	467
Upland city	San Bernardino	5673	1580	957	1011	2125
Vernon city	Los Angeles	9	5	4	0	0
Victorville city	San Bernardino	8146	1731	1134	1500	3781
Villa Park city	Orange	296	93	60	61	82
Walnut city	Los Angeles	1292	426	225	231	410
West Covina city	Los Angeles	5334	1649	848	863	1974
West Hollywood city	Los Angeles	3924	1063	687	681	1493
Westlake Village city	Los Angeles	142	58	29	32	23
Westminster city	Orange	9737	1876	1470	1781	4610
Westmorland city	Imperial	33	8	6	4	15
Whittier city	Los Angeles	3431	1022	536	555	1318
Wildomar city	Riverside	2709	796	449	433	1031
Yorba Linda city	Orange	2411	763	450	457	741
Yucaipa city	San Bernardino	2859	706	492	509	1152
Yucca Valley town	San Bernardino	748	155	116	145	332



Attachment 6.2.1.b
MIG Proposal



March 18, 2020

David Chantarangsu, AICP
Community Development Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: City of Laguna Hills RHNA Appeal

Dear David:

MIG, Inc. is pleased to submit this proposal to assess and develop a RHNA Appeal based on the scope of work provided by the City.

We understand that the work will consist of evaluating the set of factors provided by the City which may affect the Southern California Association of Governments' (SCAG) methodology for determining the sixth cycle RHNA allocation. This will include analysis of the data and methods for inconsistencies, and a determination of how any updates to data or calculations may have an impact on the City's allocation estimate. It will also include consideration of the viability of each of these factors as arguments to include in an application for appeal to SCAG.

We appreciate the City of Laguna Hills's commitment to act to advance the broader housing needs of the region and the state, while also thinking realistically about what the City will likely be able to do within its boundaries. Our proposal offers a work program with a tight focus on completing key tasks in a timely and efficient manner to reach the goal of determining whether to proceed with an appeal of the RHNA allocation. We also provide an optional task of appeal preparation that may be included for an additional fee.

If you have any questions as you read through our proposal, please call me at the office (626) 744-9872 or via cell at (818) 388-4286.

Sincerely,

A handwritten signature in blue ink that reads "Laura f Stetson".

Laura Stetson, AICP
Principal

Scope of Work

We have prepared this Scope of Work which addresses the issues provided by the City and offers extensive analysis of the basis of each factor for an appeal of the sixth cycle RHNA. Optional tasks related to the development of an RHNA appeal are also included. The scope can be expanded, contracted, or otherwise modified.

If certain tasks in this Scope of Work require more effort than originally anticipated, MIG—in consultation with City staff—may revise or remove scope and budget from other tasks within this scope of services.

Project Understanding

The City of Laguna Hills is looking for assistance to file an appeal of its sixth cycle Regional Housing Needs Assessment (RHNA), which is currently estimated to be 1,979 units. City staff has determined that several factors used in SCAG's allocation methodology may have underlying issues and because of this, SCAG may have generated an unrealistic housing estimate calculation. The City is seeking services to analyze these factors and issues and determine their viability for an appeal of SCAG's RHNA allocation.

MIG has prepared a set of tasks which respond to the suggested scope provided by the City. We will provide one consolidated memo detailing our analysis and work from each of the six tasks below. This is explained following Task 6.

Task 1: MIG shall review and analyze SCAG's data set for the City of Laguna Hills pertaining to the proposed RHNA Methodology.

MIG will review the sixth cycle "Staff Recommended FINAL RHNA Allocation Methodology" from SCAG and related data. MIG will also review to look relevant critiques to SCAG's RHNA Methodology, such as the proposal from the City of Cerritos and other Southeast LA County and Orange County cities, and provide details of these arguments, any related SCAG response, and MIG analysis of how any change in factors might affect the City of Laguna Hills sixth cycle RHNA.

Task 2: MIG shall evaluate the impact of the elimination of Interstate 5 as a High Quality Transit Area (HQTA) on the City's RHNA. MIG shall estimate the number of units to be deducted from the City's current estimated RHNA by eliminating all housing and employment factors affected as a result of the elimination of the I-5 HQTA as an element in SCAG's RHNA methodology for the City.

The City of Laguna Hills proposes that SCAG's current methodology for using HQTA as part of the RHNA allocation did not properly update regions within the City where an HQTA designation was initially given due to proximity to the I-5 transportation corridor.

2.A. MIG will analyze SCAG's HQTA criteria, methodology, and datasets to determine whether the impact of eliminating I-5 criteria would call for a change in the City of Laguna Hills sixth cycle RHNA

allocation. MIG will provide the City our findings and analysis, including whether this argument can be included in an appeal. It will also include, if justified, an estimated number of units to be deducted from the City's RHNA allocation.

2.B This task may involve contact with SCAG's planning office to determine changes to its HQTAs (i.e., removal of transportation corridors to focus on transit corridors), as well as its dataset updates in February 2020 which places some of the northern neighborhoods of Laguna Hills around the Laguna Hills mall within a HQTAs.

Task 3: MIG shall evaluate "existing housing unit" data for the City within the Final RHNA Methodology Data Appendix, and compare the data to existing Department of Finance (DOF), Census, and American Community Survey (ACS) data. MIG shall advise the City as to the impact of requesting that SCAG increase the City's "existing housing unit" data on the City's estimated RHNA. To the best of its ability, MIG shall advise the City if an increase in the number of the City's existing housing units will add or reduce the City's estimated RHNA.

The City of Laguna Hills found discrepancies in the "existing housing" data used by SCAG in developing its RHNA Methodology which are different than the household unit figures issued by the California DOF and those provided by the ACS. MIG will analyze and compare the SCAG housing unit data to DOF, Census, and ACS sources. MIG will describe this analysis and the impacts of City requests to SCAG to adjust "existing housing units" on the City's current RHNA allocation. MIG's consolidated project memo will include a determination of whether this increase warrants a change in the RHNA allocation for the City.

Task 4: MIG shall work with City staff to identify the potential reduction in employment in the City as a result of the conversion of non-residential land uses to residential uses to meet the City's estimated RHNA, and to what degree a lower employment figure would lower the City's RHNA.

The City of Laguna Hills proposes that there may be a reduction in employment as a result of the conversion of non-residential land uses to residential uses. MIG will analyze the affect that land use conversions from non-residential to residential will have on employment in Laguna Hills. We will provide a review to the City detailing this analysis and any related change to the City's RHNA allocation. This task requires that the City to provide a list of potential conversion sites, as well as the types of employment which may be at risk of loss due to these changes.

Task 5: MIG shall generally advise the City on factors the City could use concerning the availability of land as a basis for lowering its estimated RHNA.

MIG will review the availability of land in Laguna Hills and provide a section in our consolidated memo which advises on relevant factors which may be used in an RHNA appeal.

Task 6: MIG shall provide the City with a revised estimated RHNA once all analyses described above have been completed, identifying total units by income category (Very Low/ Low/Moderate/ Above Moderate).

Once the above analyses are complete, MIG will provide the City with an overall analysis and evaluation of the validity of the bases of appeals, including the I-5 HQTAs, housing unit data, employment reductions and land availability arguments, and any other factors MIG determines may be relevant. After evaluating the viability for an appeal, MIG will provide a revised RHNA allocation estimate, totaling units by income category.

*Deliverables: MIG will provide one **Memo** to the City of Laguna Hills detailing our work in tasks 1 to 6 above.*

Optional Tasks

Included in this proposal is the optional task of preparing the City of Laguna Hills RHNA Appeal Request, if it is deemed viable through the above analysis and requested by the City.

Optional Task A: MIG will prepare the City of Laguna Hills RHNA Appeal request by completing the SCAG sixth cycle appeal form (approved on March 5, 2020) and will prepare relevant data and analysis for City staff which will be needed for the appeal application and hearing.

MIG will prepare the City of Laguna Hills RHNA Appeal request application, which needs to be filed by May 20, 2020 with SCAG. MIG will use the arguments and analysis laid out in Task 6 above and any additional analysis provided by the City during review of MIG's deliverables.

*Deliverables: **Application** for RHNA Appeal Request and accompanying **memo**, which include the relevant data and analysis from MIG's revised allocation analysis for City of Laguna Hills (Task 6 above). The memo will also include the relevant arguments that city staff can use to prepare for the appeal hearing to take place Summer 2020.*

If requested, MIG will attend SCAG's public hearing regarding the allocation appeal to assist in answering any questions from SCAG staff and officials about the revised analysis. Any time required will be billed on a time-and-materials basis with prior approval by the City.

Schedule

MIG proposes the following calendar and time frame for each of the above tasks.

Task	Target Completion Date
Project Initiation	April 1, 2020
SCAG Initiates RHNA Appeals Process	April 10, 2020
RHNA Appeal Memo: includes analysis from Tasks 1 to 6	May 1, 2020
Optional Task 7: 7.A RHNA Appeal Application for City of Laguna Hills Review Memo: argument for appeal Related data spreadsheet	May 8, 2020
City of Laguna Hills RHNA Appeal Application submission to SCAG	May 15, 2020
SCAG Ends RHNA Appeals Process	May 25, 2020

Project Fee

We have structured the work program to work within a not-to-exceed budget of \$12,000 and focused on tasks 1-6 outlined in the proposed scope of work. An additional not-to-exceed budget of \$3,000 will cover Optional Task 7. While the work program is based on the support needs the City has requested, it is flexible and can be adjusted to meet your particular needs. MIG will devote the staff resources necessary to keep the program on schedule. City staff will review draft documents, provide a single comment document related to revisions, and provide requested information in a timely fashion consistent with the schedule. Billing procedures will involve monthly invoices based on a percent complete basis of a not-to-exceed amount, divided into tasks. The invoices, identifying the percent complete, also serve as progress reports for City staff to gauge project progress.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020
TO: Mayor and Council Members
FROM: Janine Heft
Mayor
ISSUE: Proposition 15

RECOMMENDATION: Mayor Heft recommends that the City Council direct staff to bring back a Resolution opposing Proposition 15.

SUMMARY:

Carolyn Cavecche, President and CEO of OCTAX, a watchdog organization for Orange County taxpayers, asked me to urge the Laguna Hills City Council to pass a resolution opposing Proposition 15.

This ballot proposition will be voted on in the upcoming Nov. 3 election. If passed, it would significantly negatively impact commercial property owners and result in several terrible consequences: 1) smaller “mom & pop” property owners would be forced to either lay off employees or possibly even close their doors 2) larger corporations would simply pass on the increased cost to consumers 3) all commercial property would need to be reappraised at an astronomical cost to our economy.

In a year such as we have had with COVID ravaging our economy, a terrible idea like this is definitely not what the people of California need now or ever, for that matter.

Also, very important to note is that this is merely a slippery slope leading directly to the next goal of dismantling Proposition 13, an ongoing plot that has been actively pursued since the first passing of Prop 13 in 1978. Residential homes are next. We are over-taxed in this state and must fiercely protect one of the only tax shelters we still have and that is Proposition 13.

BACKGROUND:

In 1978, California voters approved the People's Initiative to Limit Property Taxation, or "Proposition 13". Prop 13 was the outcome of a revolt of California property owners against the roller-coaster tax increases and provided stability for homeowners. Because of Prop 13, the initial tax rate is set at 1% with annual increases capped at 2% for both residential and commercial property.

ATTACHMENTS:

- OCTax Proposition 13 Fact Sheet
- OCTax - Letter Opposing Proposition 15
- OCTax - Sample City Resolution Opposing Proposition 15

PROPOSITION 13

PROTECTING THE RIGHTS OF
CALIFORNIA HOMEOWNERS

7.1.1.a

WHAT IS PROPOSITION 13?

In 1978, California voters approved the People's Initiative to Limit Property Taxation, or "Proposition 13". Prop 13 was the outcome of a revolt of California property owners against the roller-coaster tax increases and provided stability for homeowners. Because of Prop 13, the initial tax rate is set at 1% with annual increases capped at 2%. There is also a two-thirds vote requirement of both the people and the legislature to increase local and statewide taxes.

Every homeowner in CA, regardless of when they purchased their home, is **protected** under Prop 13.



THREATS TO PROPOSITION 13

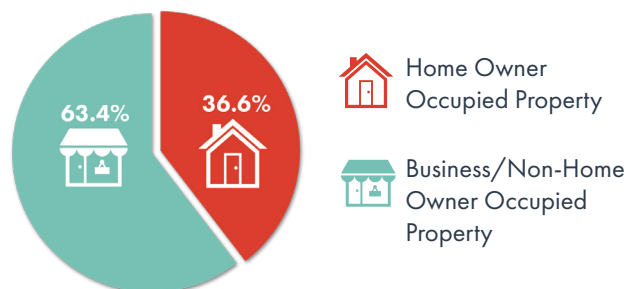
PROPOSITION 15

"Increases funding for public schools, community colleges, and local government service by changing tax assessment of commercial and industrial property. Initiative Constitutional Amendment."

THE SPLIT-ROLL INITIATIVE:

1. Will cause fewer jobs and reduce wages
2. Will raise prices for goods & services
3. Will magnify the housing crisis
4. Will leave homeowners vulnerable to losing their Prop 13 protection.
5. Will increase the cost to do business in a state ranked as one of the worst in the nation.

THE DISTRIBUTION OF CALIFORNIA'S PROPERTY TAX BASE



Businesses currently pay the **largest share** of property tax under Prop 13 (2016-17).

ABOUT OC TAX

www.OCTax.org

P.O. Box 5881, Orange CA 92863

@OCTaxpayers

Founded in 1986, the Orange County Taxpayers Association is a non-partisan, non-profit organization with a mission to ensure taxes and tax-supported programs are fair, understandable, cost-effective and good for the economy.

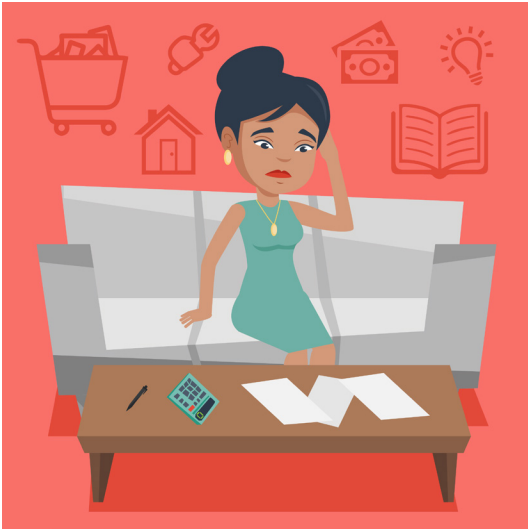
PROP 13

OCTAX
Orange County Taxpayers Association

Packet Pg. 91

BUSINESSES CAN'T SURVIVE ANOTHER HIT

As the impacts of COVID-19 rippled throughout the country, our local business community has suffered catastrophic losses. Unable to survive the economic burdens, many small businesses were forced to close their doors for good. As businesses continue to struggle, unemployment numbers remain staggering.



CALIFORNIA UNEMPLOYMENT

2,885,300

 (APRIL 2020)

California's unemployment is **higher** than the national average

ORANGE COUNTY UNEMPLOYMENT CLAIMS

165,200

 (JAN-APRIL 2020)

That's a **354%** increase in **4 months**!

A strong business environment is **CRITICAL** to improve unemployment. Jobs depend on it.

TWISTED LOGIC

Proponents claim Proposition 15 will help fund local schools and governments by taxing an already struggling business community. However, Governor Newsoms' draft 20-21 FY budget allocates over \$84 billion dollars for K-12 education: **AN ALL-TIME HIGH!** With \$900 million for educator recruitment and training.

THE GOVERNOR HAS ALSO KEPT EXPENSIVE PET PROJECTS AND GOVERNMENT PORK, INCLUDING:

1. **\$4.2 billion:** Bullet Train
2. **Up to 2%:** Raises for retired State government officials
3. **\$40 million:** Earmarked San Diego parks & rail
4. **\$3 million:** Dog Park in Rancho Cucamonga
5. **\$2.5 million:** New Elevator in Los Angeles



Visit OCTax.org for membership information, news articles and OCTax's position on tax and public policy issues.

@OCTaxpayers

PROP **13**

OCTAX OCTax.org
Orange County

Packet Pg. 92



701 E. Chapman Ave., Orange, CA 92866
www.octax.org

August 3, 2020

Hon. Janine Heft, Mayor
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Mayor Heft and Members of the Laguna Hills City Council:

In 1978, California voters approved the People's Initiative to Limit Property Taxation, or "Proposition 13". Prop 13 was the outcome of a revolt of California property owners against the roller-coaster tax increases and provided stability for homeowners and business owners.

As the impacts of COVID-19 rippled throughout the country, the business community has suffered catastrophic losses. Unable to survive the economic burdens, many small businesses were forced to close their doors for good. As businesses continue to struggle, unemployment numbers remain staggering. The business community is CRITICAL to improve unemployment. You can't have a job without one.

The Split Roll- 2020 Ballot Initiative: Proposition 15 will cause fewer jobs and reduce wages, raise prices for goods and services, magnify the housing crisis, increase the cost to do business in California, and will leave homeowners vulnerable to the complete elimination of Proposition 13 protections. **Proposition 15 is a \$10-\$12 BILLION tax increase on every Californian at a time we cannot afford it.**

The Orange County Taxpayers Association asks that your City Council join with us in opposing the Split Roll Initiative "Prop 15" on this November's ballot by passing a resolution in opposition.

Please let us know if we can be of any further assistance

Sincerely,

Carolyn Cavecche
President and CEO
Orange County Taxpayers Association

Cc: Hon. Erica Pezold, Mayor Pro Tem
Hon. Dave Wheeler, Council Member
Hon. Dore Gilbert, Council Member
Hon. Don Sedgwick, Council Member
Donald White, City Manager

Attachment: OCTax - Letter Opposing Proposition 15 (2225 : Proposition 15)

WHEREAS, On June 6, 1978, Proposition 13, officially titled the “People’s Initiative to Limit Property Taxation,” was overwhelmingly approved by California’s voters, reducing property tax rates on homes, businesses and farms, and capping the rate of tax increases in the future; and

WHEREAS, On the same ballot, voters rejected Proposition 8, which proposed a “split-roll” property tax that for the first time in California history would have allowed the government to discriminate against property owners based on the type of property owned; and

WHEREAS, Prior to Proposition 13, rapidly rising inflation and subjective property assessments led to an inequitable property tax system that forced families to sell their homes and business owners to close their doors due to soaring property tax bills; and

WHEREAS, Proposition 13 provides certainty for taxpayers with respect to their property tax liability, eliminating the unpredictable year-to-year changes that occurred under the system it replaced; and

WHEREAS, Proposition 13 provides a stable revenue source for the government, in contrast to the volatile personal income tax, which California heavily relies upon for revenue; and

WHEREAS, Proposition 13 allows businesses to flourish and grow by providing a more stable business climate in the state; and

WHEREAS, With exponentially rising costs of living in the state of California, Proposition 13 makes it easier for families to achieve the American Dream of home and business ownership; and

WHEREAS, Property tax revenue in the state of California grew significantly following the passage of Proposition 13, with the 2019-20 assessors’ rolls reporting taxable property value of \$6.6trillion in the state, suggesting property tax revenue of at least \$72.5 billion, plus billions more for local levies used to repay bonds, including school bonds; and

WHEREAS, Assessed values increase under Proposition 13 due to changes in ownership, new construction, and an annual adjustment for inflation that is limited to 2% per year to protect property owners while still providing additional revenue for local governments; and

WHEREAS, Homeowners have been the biggest beneficiaries of Proposition 13, as their cumulative share of the total property tax burden has gone down more than 5% since its passage, from 41.84% in 1979-80 down to 36.65% in 2016-17; and

WHEREAS, Proposition 13 remains just as popular with voters today as it was when it was approved, with recent surveys citing that 65% of likely voters support Proposition 13; and

WHEREAS, Proposed alternatives to Proposition 13 that would increase property taxes on California businesses would harm the ability of employers to hire or retain California employees and lead to more businesses and jobs leaving the state; and

WHEREAS, Proposed alternatives to Proposition 13 could negatively affect renters, who would see their rents increase as landlords experienced higher operating costs and passed these costs down to their tenants; and

WHEREAS, Proponents of the “Schools and Communities First” tax increase initiative qualified for the November 2020 ballot seek to undermine and remove taxpayer protections provided by Proposition 13 by requiring businesses to pay higher property taxes than all other property owners; and

WHEREAS, The “split-roll” initiative would increase the cost of food by increasing property taxes on agricultural buildings and some crops; and

WHEREAS, The County Assessors’ Association found that the “split-roll” initiative would result in a net loss of revenue for some counties due to the cost of newly created exemptions for select property owners; and

WHEREAS, Assessors repeatedly have stated that the “split-roll” initiative would be impossible to implement given unavailability of data needed to administer the proposed exemptions, unavailability of qualified candidates to fill the approximately 900 new government positions that would be needed, and the limited timeframe set by the initiative; and

WHEREAS, Since the passage of Proposition 13, voters have rejected, by wide margins, changes that would have businesses pay property taxes at a higher rate than those imposed upon residential owners, as evidenced by the defeat of Proposition 167 in 1992; now, therefore, be it

Resolved, That in recognition of the benefits that Proposition 13 provides for all property owners, California’s economy and the residents of this community, (NAME) opposes the split-roll property tax increase, Proposition 15 on the November 3, 2020 ballot, and reaffirms its support for Proposition 13 for all property owners.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020
TO: Mayor and Council Members
FROM: Erica Pezold
Mayor Pro Tempore
ISSUE: LH Hillside Sign

RECOMMENDATION: Mayor Pro Tempore Pezold recommends that the City Council direct staff to investigate options to improve and renovate and maintain the LH Hillside Sign.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 22, 2020

TO: Mayor and Council Members

FROM: Dave Wheeler
Council Member

ISSUE: Usage of CARES Money for the Benefit of the Citizens, Local Businesses and the City

RECOMMENDATION: Council Member Wheeler recommends that the City Council shall set the priority and direct the allocation of the CARES funds.

SUMMARY:

The city has received a large amount of CARES money which is available to be spent for COVID-19. The City Council needs to direct the use of the money wisely to help the citizenry, local businesses, and the city itself.

BACKGROUND:

In an effort to help defray the impacts of COVID-19, the government has made available funds for this purpose. The city staff purposed at the last meeting a plan to use the money that the city has received. However, absent from that list was any allocation to the citizenry or local businesses. In particular, the citizenry can be helped through programs like charity organizations and the businesses through programs such as grants. The City Council must make allocations to these three deserving groups: the citizens, the businesses, and the city proper.

California State University, Fullerton, Mihaylo College of Business and Economics provides a service that helps cities allocate money for the CARES Act. With a combined effort from staff and Cal State Fullerton, the City Council can make an informed and timely decision on the distribution of CARES monies.