



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, September 10, 2019 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Don Sedgwick, Mayor

**Janine Heft, Mayor Pro Tempore
Erica Pezold, 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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: BOY SCOUT TROOP 12

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Appointment of Laguna Hills High School Student Liaisons Kira Presley and Blake Jaffe for the 2019 Fall Semester**

Recommendation: That Mayor Sedgwick present Certificates of Appointment to Student Liaison Kira Presley and Student Liaison Blake Jaffe.

1.2 Laguna Hills High School Student Liaison

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

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 July 9, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the July 9, 2019, Regular Meeting.

3.3 Approval of Minutes for August 27, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the August 27, 2019, Regular Meeting.

3.4 Approval of Warrant Register for September 10, 2019

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from August 16, 2019, to August 29, 2019, in the amount of \$196,914.91.

3.5 Community Assistance Funding for the Laguna Hills Chamber of Commerce

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing Community Assistance Funding for the Laguna Hills Chamber of Commerce, a California 501 (C)(3) Nonprofit Public Benefit Corporation."

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 August 27, 2019, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the August 27, 2019, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS**4.5.1 Site Development Permit/Master Sign Program No. 7-18-4264, a Request to Establish a Master Sign Program for the MemorialCare Saddleback Medical Center Located at 24411, 24421, and 24451 Health Center Drive**

Recommendation: That the Planning Agency take the following actions: (1) Conduct a Public Hearing; (2) Find and Determine that the Project is Categorically Exempt from the California Environmental Quality Act Pursuant to Sections 15301(g) and 15311(a) of Title 14, Chapter 3 of the California Code of Regulations (Class 1 (g) Existing Facilities Exemption, and Class 11(a), Accessory Structures Exemption); and (3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Site Development Permit/Master Sign Program No. 7-18-4264, a request to establish a Master Sign Program for the MemorialCare Saddleback Medical Center located at 24411, 24421, and 24451 Health Center Drive."

PLANNING AGENCY ADJOURNMENT**5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS****6.1. City Manager****6.2. Deputy City Manager/City Clerk****6.2.1 A Request from the Southern California Gas Company to Adopt a Resolution Supporting Balanced Energy Solutions**

Recommendation: That the City Council consider a request from the Southern California Gas Company to adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, supporting balanced energy solutions."

6.3. Deputy City Manager/Community Services Director**6.3.1 Proposed Consulting Services Agreement with Mercy House Living Centers to Provide Homeless Outreach Services Within the City of Laguna Hills**

Recommendation: That the City Council approve and authorize the Mayor to execute a proposed Consulting Services Agreement with Mercy House Living Centers to provide homeless outreach services for Fiscal Year 2019/20 in the not to exceed amount of \$15,564.

6.3.2 2019 Fourth of July Post Event Report

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

6.3.3 City-Wide Holiday Decoration Plan and Agreement

Recommendation: That the City Council: 1) Waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.090 with regard to approval of the proposed Holiday Lighting Agreement with The Christmas Kings (TCK), as it is hereby found and determined, pursuant to LHMC Section 3-08.110, that compliance is not in the City's best interest at this time based on the information presented herein by City Staff; and 2) Approve the Agreement and authorize the City Manager to execute the agreement.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be October 8, 2019, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by September 6, 2019, at 5:00 pm.



City Clerk

September 6, 2019

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 10, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Appointment of Laguna Hills High School Student Liaisons Kira Presley and Blake Jaffe for the 2019 Fall Semester

RECOMMENDATION: That Mayor Sedgwick present Certificates of Appointment to Student Liaison Kira Presley and Student Liaison Blake Jaffe.

SUMMARY:

The City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the High School and the City Council. Kira Presley and Blake Jaffe were selected to serve as the fall 2019 Student Liaisons and will alternate giving their reports to the City Council. Staff met with Kira Presley and Blake Jaffe prior to this meeting to administer the Oath of Office.

ATTACHMENTS:

- Certificates of Appointment



CITY OF LAGUNA HILLS

CERTIFICATE OF APPOINTMENT

be it known that

KIRA PRESLEY

*on September 10, 2019, took the
Oath of Office
and on this date began serving as the*

STUDENT LIAISON

for the City of Laguna Hills

Dated this 10th day of September 2019.

DON SEDGWICK, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF APPOINTMENT

be it known that

BLAKE JAFFE

*on September 10, 2019, took the
Oath of Office
and on this date began serving as the*

STUDENT LIAISON
for the City of Laguna Hills

Dated this 10th day of September 2019.

DON SEDGWICK, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 10, 2019
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for July 9, 2019, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the July 9, 2019, Regular Meeting.

ATTACHMENTS:

- 190709 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, July 9, 2019**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:28 p.m. by Mayor Sedgwick.

ROLL CALL OF CITY COUNCIL MEMBERS

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

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

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

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

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

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

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

RECONVENE TO CITY COUNCIL CHAMBERS

RECESS

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

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER GILBERT**ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

Pursuant to Government Code Section 54956.9

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

Mayor Sedgwick stated that the City Council convened into Closed Session this evening with no reportable action taken.

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Southern California Edison Wildfire Mitigation Presentation**

Recommendation: The City Council received a PowerPoint presentation from Karalee Darnell, Local Public Affairs, Southern California Edison.

1.2 Ten Year Anniversary Award

Recommendation: Mayor Sedgwick recognized Gail Cochran, Accounting Specialist, for Ten Years of Service to the City of Laguna Hills and presented a Certificate of Recognition to Ms. Cochran.

2. PUBLIC COMMENTS

Scott Geller, a resident of Aliso Viejo, voiced his concerns regarding the classification of bike lanes in the City of Laguna Hills.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar, with Mayor Pro Tempore Heft removing Item No. 3.5 and Council Member Wheeler removing Item No. 3.9.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Dore J. Gilbert, M.D. Council Member
AYES:	Don Sedgwick, Mayor; Janine Heft, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Dave Wheeler, Council Member
ABSENT:	Erica Pezold, 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 March 23, 2019, Special Meeting

Recommendation: That the City Council approve the Minutes of the March 23, 2019, Special Meeting.

3.3 Approval of Minutes for June 25, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 25, 2019, Regular Meeting.

3.4 Approval of Warrant Register for July 9, 2019

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from June 14, 2019, to June 27, 2019, in the amount of \$208,649.76.

3.6 Resolution Establishing a New Employment Classification Along with Salary Range and Benefits for a Position Within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

Recommendation: That the City Council adopt Resolution No. 2019-07-09-1: "A Resolution of the City Council of the City of Laguna Hills, California, establishing a new Employment Classification along with salary range and benefits within the Bargaining Unit covered by the Memorandum of Understanding with the Laguna Hills City Employees Association."

3.7 Southern California Association of Governments' (SCAG) Local Profile Report of Laguna Hills

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

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

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

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.5 Approval of Proposed Fiscal Year 2019/2020 School Crossing Guard Services Agreement

Mayor Pro Tempore Heft removed Item No. 3.5 from the Consent Calendar to request additional information. Council Member Wheeler also requested additional information.

Recommendation: That the City Council: (1) Waive competitive formal bidding requirements and procedures set forth in the Laguna Hills Municipal Code (LHMC) Section 3-08.090 with regard to approval of the proposed Fiscal Year 2019/2020 School Crossing Guard Services Agreement with All City Management, as it is hereby found and determined, pursuant to LHMC 3-08.110, that compliance is not in the City's best interest at this time based on the information presented herein by City staff; and (2) Approve the proposed School Crossing Guard Services Agreement for Fiscal Year 2019/2020 with All City Management Services and authorize the Mayor to execute the proposed Agreement.

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

3.9 Adoption of Fiscal Year 2019/2020 Civic Center Budget

Council Member Wheeler removed Item No. 3.9 to request additional information.

Recommendation: That the City Council approve and adopt the Fiscal Year 2019/2020 Civic Center Budget.

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

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:40 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES**4.3.1 Approval of Minutes for June 25, 2019, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the June 25, 2019, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Vice Chair
SECONDER:	Dave Wheeler, Agency Member
AYES:	Don Sedgwick, Chair; Janine Heft, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Dave Wheeler, Agency Member
ABSENT:	Erica Pezold, 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 Sedgwick reconvened the City Council Meeting at 7:40 p.m. All Council Members were present with the exception of Council Member Pezold.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 Confirmation of 2019 Weed Abatement Cost Report**

Associate Civil Engineer Shah reviewed the information provided in the staff report.

Mayor Sedgwick opened the Public Hearing and upon seeing no one rise, closed the Public Hearing.

Recommendation: That the City Council conduct a Public Hearing regarding the 2019 Weed Abatement Cost Report and adopt Resolution No. 2019-07-09-2: "A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2019 Weed Abatement Cost Report and providing for the collection of weed

abatement assessments on the next regular tax bill levied against the subject parcel for municipal purposes."

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

6. ADMINISTRATIVE REPORTS

6.1. City Manager

The City Manager gave no Administrative Reports.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

7.1 Permanent Memorial for the 3/5 Darkhorse Marine Battalion

Mayor Pro Tempore Heft spoke in favor of the permanent memorial and read into the record an email from former Laguna Hills resident and 3/5 Team Darkhorse supporter, Mike Bland.

Council Member Gilbert spoke in favor of the permanent memorial and raised concern of the logistics of inscribing names of the fallen onto the memorial.

Recommendation: That the City Council direct staff to research and propose a process for the design, fabrication, and installation of a permanent memorial for the 3/5 Darkhorse Marine Battalion.

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

8. CITY COUNCIL MEMBER COMMENTS

Council Member Wheeler

At the request of Council Member Wheeler, the following verbatim minutes are hereby provided:

"My first comment has to do with funding to be voted for for the Chamber of Commerce. It has come to my attention today that there has been some ties between, you know I guess articles and how the proposal was phrased which when I voted on, I did not think there were any ties that involved funding, which was separate from making available our conference room, which is also separate from their participation in CityViews. Now I understand that it's all tied together; that we have to do it all at once. Which was not my understanding when I voted for it; I thought it was all independent things to do. I voted against it because I didn't think it was enough money. I explained that to the Chamber. I thought it should have been \$10,000 not \$5,000 and I wasn't able to vote against it because of that reason. But I would like to see this separated, clarified, and the money be given to them so that they can use it. These other things be, like I said, separated, clarified. I don't know how this goes about. This is a proposal on something that was already passed. I don't know if you have to agendize it again even though it was already agendized and passed and voted on. Okay well, I don't know if anyone else had a different perception than me, but I did not think they were tied at all."

Mayor Sedgwick seconded Council Member Wheeler's request that a discussion of the approved funding for the Laguna Hills Chamber of Commerce be placed on a future agenda.

Council Member Wheeler reported that, at the request of Mayor Pro Tempore Heft, he attended the inaugural meeting of the Orange County Housing Finance Trust.

Mayor Pro Tempore Heft

Mayor Pro Tempore Heft requested that a discussion on extending the Student Liaison program to include the three elementary schools located in Laguna Hills be placed on a future agenda and received a second from Council Member Wheeler.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Sedgwick declared the meeting adjourned at 8:02 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Don Sedgwick, Mayor

Approved at meeting of September 10, 2019



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 10, 2019
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for August 27, 2019, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the August 27, 2019, Regular Meeting.

ATTACHMENTS:

- 190827 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, August 27, 2019**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:01 p.m. by Mayor Sedgwick.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Don Sedgwick	Mayor	Present	
Janine Heft	Mayor Pro Tempore	Late	6:11 PM
Dore J. Gilbert, M.D.	Council Member	Present	
Erica Pezold	Council Member	Present	
Dave Wheeler	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

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

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

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

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (1 potential case).

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

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

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

The meeting was called to order at 6:58 p.m. by Mayor Sedgwick.

PLEDGE OF ALLEGIANCE: MAYOR SEDGWICK**ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

Pursuant to Government Code Section 54956.9

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

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (1 potential case).

City Attorney Simonian stated that with respect to Closed Session Item A there was no reportable action taken. With respect to Closed Session Item B on a vote of 4-1, with Mayor Sedgwick voting no, the City Council authorized the filing of an amicus brief in connection with the City of Boise's homeless litigation. More specifically the Council has

authorized the City Attorney to direct the filing of an amicus brief on behalf of the City of Laguna Hills in support of the City of Boise's pending petition for writ of certiorari to the United States Supreme Court regarding the 9th Circuit's adverse decision in *Martin v. Boise*, in cooperation with the City of Boise's legal team and other amicus teams around the nation. This legal action, once formally commenced, shall be made publically available through the City Clerk's office to the interested members of the public.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills 3/5 Marine Support Committee

Recommendation: The City Council received an update from Chair Karen Robbins on the 3/5 Dark Horse Committee.

1.2 Presentation of Proclamation for "Wildfire Awareness and Prevention Season"

Recommendation: The City Council issued a Proclamation declaring mid-summer through early autumn as "Wildfire Awareness and Prevention Season" and Mayor Sedgwick presented the Proclamation to Michael Contreras, Battalion Chief, Orange County Fire Authority.

2. PUBLIC COMMENTS

Brian Lochrie, a representative for the Transportation Corridor Agencies spoke regarding the new sticker transponders being distributed to FasTrak accountholders.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar, with Council Member Wheeler removing Item No. 3.2 and Item No. 3.5.

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

3.3 Approval of Warrant Register for August 27, 2019

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from June 28, 2019, to August 15, 2019, in the amount of \$3,483,163.15.

3.4 Records Retention Management

Recommendation: That the City Council adopt Resolution No. 2019-08-27-1: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

3.6 Declaration Of, and Participation In, the 23RD Annual Inner-Coastal & Watershed Cleanup Day

Recommendation: That the City Council declare September 21, 2019, as Inner-Coastal & Watershed Cleanup Day and encourage volunteer participation in this event.

3.7 Award of Contract for the Citywide Pavement Rehabilitation Project, CIP No. 101-K

Recommendation: That the City Council award the Construction Contract for the Citywide Pavement Rehabilitation Project, CIP No. 101-K, to R.J. Noble Company, in the low base bid amount of \$2,172,000.00, reject all other bids, and authorize the Mayor to sign the Construction Contract.

3.8 2019 Memorial Day Race Post Event Report and a Resolution Authorizing Community Assistance Funding for the 3/5 Marine Support Committee

Recommendation: That the City Council: (1) Receive and file the report; and (2) Adopt Resolution No. 2019-08-27-3: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing community assistance funding for the

3rd Battalion, 5th Marines, 1st Division Support Committee, a California nonprofit corporation."

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.2 Approval of Minutes for July 9, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the July 9, 2019, Regular Meeting.

Council Member Wheeler removed Item No. 3.2 from the Consent Calendar to request that his comments in the City Council Comment section be revised to more accurately reflect what he stated.

Motion to table this item to review and revise Council Member Wheeler's comments under the City Council Comments section.

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

3.5 Amendment of Section 2 of Resolution No. 2001-12-11-4 to Modify the No Parking Hours for Street Sweeping Purposes on Via Lomas

Council Member Wheeler removed Item No. 3.5 from the Consent Calendar to request additional information.

Recommendation: That the City Council: (1) Find and determine that the proposed parking restrictions are not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs., Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and (2) Adopt Resolution No. 2019-08-27-2: "A Resolution of the City Council of the City of Laguna Hills, California, amending Section 2 of Resolution No. 2001-12-11-4 to modify the no parking hours for street sweeping purposes on Via Lomas."

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

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:26 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for July 9, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the July 9, 2019, Regular Meeting.

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

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Site Development Permit/Master Sign Program No. 7-18-4264, a Request to Establish a Master Sign Program for the MemorialCare Saddleback Medical Center Located at 24411, 24421, and 24451 Health Center Drive

Community Development Director Chantarangsu stated that due to a noticing error, staff is recommending that the item be continued to a future meeting.

Chair Sedgwick opened the Public Hearing, and upon seeing no one rise, called for a motion to continue this item to the next meeting of the Planning Agency.

Recommendation: That the Planning Agency continue this matter to the Planning Agency meeting of September 10, 2019.

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

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council Meeting at 7:28 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 A Proposed Resolution Amending the City's Comprehensive Fee Schedule by Adjusting Certain Development Processing Fees and Other City Rates, Charges, and User Fees for Various Government Services Based on the Increase in the Consumer Price Index (CPI).

Finance Director Reyes reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council requests for additional information.

Mayor Sedgwick opened the Public Hearing and, upon seeing no one rise, closed the Public Hearing.

Recommendation: That the City Council: (1) Conduct a Public Hearing; and (2) Adopt Resolution No. 2019-08-27-4: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Comprehensive Fee Schedule by adjusting certain development processing fees and other City rates, charges, and user fees for various government services based on the increase in the Consumer Price Index (CPI) and finding that the action is statutorily exempt from the California Environmental Quality Act (CEQA) per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(b)(8)."

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

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.2. Deputy City Manager/City Clerk

6.2.1 Consideration of Joint Exercise of Powers Agreement with the Orange County Housing Finance Trust

Deputy City Manager Au-Yeung reviewed the information provided in the staff report and responded to Council requests for additional information.

Recommendation: That the City Council: (1) Find and determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and (2) Adopt Resolution No. 2019-08-27-5: "A Resolution of the City Council of the City of Laguna Hills, California, relating to the Joint Exercise of Powers for and membership in the Orange County Housing Finance Trust."

RESULT:	APPROVED [4 TO 1]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore

AYES:	Don Sedgwick, Mayor; Janine Heft, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Erica Pezold, Council Member
NAYS:	Dave Wheeler, Council Member

6.2.2 Establishment of Ad Hoc Advisory Committee for Community Engagement and Enrichment

Deputy City Manager Au-Yeung reviewed the information provided in the staff report.

Recommendation: That the City Council establish an Ad Hoc Advisory Committee, solely comprised of two City Council Members, for a period of no more than one year, to review and evaluate Community Engagement and Enrichment.

Motion to establish an Ad Hoc Advisory Committee comprised of Mayor Pro Tempore Heft and Council Member Pezold.

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

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

7.1 Clarify the Working Agreement Actions Between the City of Laguna Hills and the Laguna Hills Chamber of Commerce with Respect To: (1) a City Grant of \$5,000; (2) the Use of City Facilities by the Chamber of Commerce; and (3) the Cooperative Agreement for City Views Advertising

Mayor Pro Tempore Heft recused herself from participating in any discussion regarding the Laguna Hills Chamber of Commerce community assistance funding request and left the meeting at 8:20 p.m.

Council Member Wheeler provided a PowerPoint presentation.

Recommendation: That the City Council clarify and adopt more specific, individual direction with respect to: (1) Chamber of Commerce funding;

(2) Chamber of Commerce use of city facilities; and (3) Advertising revenue in City Views, keeping all three items separate.

Motion to provide community assistance funding to the Laguna Hills Chamber of Commerce for FY2019/2020 only, in the amount of \$7,500 and request that City staff return to the next City Council Meeting with a proposed community assistance funding resolution for approval.

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

Mayor Pro Tempore Heft returned to the meeting at 8:36 p.m.

7.2 Make Appropriate Adjustments to the City Council Agenda Delivery Schedule to Maximize the Usefulness, Evaluation and Adoption of City Resolutions

Council Member Wheeler provided a PowerPoint presentation.

Recommendation: That the City Council adopt a new City Council Agenda delivery schedule.

By consensus, the City Council directed staff to return with a draft Council policy for the City Council's review at the October 8, 2019 City Council Meeting.

7.3 Laguna Hills Elementary School Liaison Program

Mayor Pro Tempore Heft reviewed the information provided in the staff report.

Recommendation: That a Laguna Hills Elementary School Liaison Program be established for the City's three elementary schools, in a manner similar as the program currently in effect for Laguna Hills High School.

Motion to invite the elementary schools to report to the City Council once per year.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Dave Wheeler, Council Member

AYES: Don Sedgwick, Mayor; Dore J. Gilbert, M.D., Council Member; Erica Pezold, Council Member; Dave Wheeler, Council Member

8. CITY COUNCIL MEMBER COMMENTS

Mayor Pro Tempore Heft

Mayor Pro Tempore Heft reported that the Veterans Resource Fair is scheduled for Thursday, August 29, 2019, at Saddleback Community College.

Council Member Pezold

Council Member Pezold expressed her appreciation to staff for the work to create an office for the City Council.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Sedgwick declared the meeting adjourned at 9:40 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Don Sedgwick, Mayor

Approved at meeting of September 10, 2019



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 10, 2019
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for September 10, 2019

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from August 16, 2019, to August 29, 2019, in the amount of \$196,914.91.

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 16, 2019, to August 29, 2019, 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 10, 2019
- Warrant Register, Payables Detail Report - September 10, 2019



City of Laguna Hills, CA

Warrant Register - September 10, 2019

By Check Number

Date Range: 08/16/2019 - 08/29/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8816638	A-0365	AT&T - CALNET 3	08/22/2019	221.91
8816639	B-0430	BASICS OF SKATEBOARDING	08/22/2019	945.00
8816640	Z-CS-0181	BERNARDINO, MARIA	08/22/2019	159.25
8816641	Z-CD-0169	BIG D'S CONSTRUCTION SERVICES	08/22/2019	100.00
8816642	B-0437	BRINKS, INCORPORATED	08/22/2019	157.71
8816643	C-1177	CANON FINANCIAL SERVICES, INC.	08/22/2019	533.69
8816644	C-1179	CANON SOLUTIONS AMERICA	08/22/2019	599.30
8816645	C-1022	CDW GOVERNMENT, INC.	08/22/2019	18,049.00
8816646	C-1139	COMPLETE OFFICE OF CALIFORNIA	08/22/2019	59.94
8816647	C-0023	COX COMMUNICATION	08/22/2019	851.31
8816648	C-1158	CREATIVE KIDS PLAYHOUSE CHILDRENS THEATRE OF OC	08/22/2019	7,102.00
8816649	Z-CD-0171	DELGADO, GAMALIEL MONTES	08/22/2019	100.00
8816650	D-0491	DELL COMPUTER CORPORATION	08/22/2019	1,584.72
8816651	D-0541	DIAMOND ENVIRONMENTAL SERVICES	08/22/2019	214.35
8816652	E-0593	EISENBERG, DALE	08/22/2019	581.00
8816653	E-0553	ELKINS, CHRISTINA	08/22/2019	145.60
8816654	E-0587	EMC DESIGN	08/22/2019	3,515.00
8816655	Z-CD-0170	FIRST RATE REMODELING, INC.	08/22/2019	240.00
8816656	G-0862	GRANICUS	08/22/2019	1,512.00
8816657	G-0844	GREEN MART, INC.	08/22/2019	538.75
8816658	Z-CS-0189	GRISWOLD, SALLY	08/22/2019	500.00
8816659	Z-CS-0188	HUSEBY, CATHY	08/22/2019	250.00
8816660	G-0709	JOE A. GONSALVES & SON	08/22/2019	2,900.00
8816661	M-1388	MOBILE MINI, INC.	08/22/2019	82.97
8816662	O-1528	OCTA	08/22/2019	604.00
8816663	O-1546	OFFICE SOLUTIONS	08/22/2019	142.25
8816664	R-1975	RAHE ELECTRIC	08/22/2019	1,105.50
8816665	S-1902	SAN DIEGO GAS & ELECTRIC	08/22/2019	29,546.71
8816666	S-2018	SKYHAWK ACADEMY	08/22/2019	4,412.80
8816667	Z-CD-0174	SOLAR POWER SUPPLY	08/22/2019	690.00
8816668	S-1904	SOUTHERN CALIFORNIA EDISON	08/22/2019	828.52
8816669	S-2295	SOUTHERN COMPUTER WAREHOUSE	08/22/2019	26.48
8816670	S-2250	SPARKLETTS	08/22/2019	159.90
8816671	T-2042	TRAUMA INTERVENTION PROGRAMS	08/22/2019	910.32
8816672	Z-CD-0168	TSUKURU USA	08/22/2019	1,000.00
8816673	Z-CD-0172	VISION ROOFING	08/22/2019	3,600.00
8816674	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	08/22/2019	251.52
8816675	C-1068	CITY OF ALISO VIEJO	08/29/2019	2,354.97
8816676	C-1075	CITY OF LAGUNA WOODS	08/29/2019	2,571.90
8816677	C-1096	CODE PUBLISHING COMPANY, INC.	08/29/2019	847.50
8816678	C-1139	COMPLETE OFFICE OF CALIFORNIA	08/29/2019	21.10
8816679	D-0541	DIAMOND ENVIRONMENTAL SERVICES	08/29/2019	76.84
8816680	Z-CD-0092	MERLONE GEIER	08/29/2019	27,958.13
8816681	Z-PS-0018	ADAMS, RANDY	08/29/2019	42.00
8816682	A-0373	ARNEL MANAGEMENT COMPANY	08/29/2019	6,400.00
8816683	B-0430	BASICS OF SKATEBOARDING	08/29/2019	210.00
8816684	C-1133	CALIFORNIA YELLOW CAB	08/29/2019	1,470.00
8816685	C-1139	COMPLETE OFFICE OF CALIFORNIA	08/29/2019	1,163.25
8816686	H-0934	HOME DEPOT	08/29/2019	1,427.32
8816687	Z-PS-0015	JACOBS, MICHAEL	08/29/2019	42.00
8816688	K-1193	KOSMONT COMPANIES	08/29/2019	7,500.00
8816689	M-1597	METRO EXPRESSLANES	08/29/2019	25.75
8816690	Z-PS-0014	MORA, STEPHANIE	08/29/2019	285.00

Attachment: Warrant Register - September 10, 2019 (1947 : Approval of Warrant Register for September 10, 2019)

Warrant Register - September 10, 2019

Date Range: 08/16/2019 - 08/29/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8816691	N-1474	NIEVES LANDSCAPE, INC.	08/29/2019	11,227.88
8816692	O-1546	OFFICE SOLUTIONS	08/29/2019	14.05
8816693	O-1500	ORANGE COUNTY REGISTER	08/29/2019	535.83
8816694	R-1830	RALPHS GROCERY COMPANY	08/29/2019	230.58
8816695	R-1967	RUSSELL, RICHARD WYATT	08/29/2019	640.80
8816696	Z-CD-0176	SCHWAB, MICHAEL R.	08/29/2019	209.80
8816697	Z-CD-0175	SIMCIK, JASON	08/29/2019	100.00
8816698	S-1904	SOUTHERN CALIFORNIA EDISON	08/29/2019	1,628.27
8816699	Z-PS-0016	TAKENAGA, YUKIO	08/29/2019	50.00
8816700	W-2337	WEST COAST ARBORISTS, INC.	08/29/2019	24,365.50
8816701	W-2300	WHITE, DONALD	08/29/2019	375.00
8816702	W-2377	WILLDAN ENGINEERING	08/29/2019	1,921.25
8816703	Z-PS-0017	WILLIAMSEN, KATHERINE	08/29/2019	42.00
8816704	R-1801	WOODRUFF, SPRADLIN & SMART	08/29/2019	18,956.69

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	94	67	0.00	196,914.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	94	67	0.00	196,914.91

Attachment: Warrant Register - September 10, 2019 (1947 : Approval of Warrant Register for September 10, 2019)



City of Laguna Hills, CA

Warrant Register Payables Detail Report

By Fund

Payment Dates 08/16/2019 - 08/29/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
08/22/2019	RAHE ELECTRIC	01-19-CLH	PARKS CONTRACT REPAIR, 8/12 & 8/13	100-355-720701	613.00
08/22/2019	RAHE ELECTRIC	02-19-CLH	PARKS CONTRACT REPAIR,	100-355-720701	492.50
08/22/2019	COX COMMUNICATION	080519	T-1 Line, Aug '19	100-195-630000	851.31
08/22/2019	SOUTHERN CALIFORNIA EDISON	081219	Street Lights, Traffic Control, Aug '19	100-355-631000	178.64
08/22/2019	SOUTHERN CALIFORNIA EDISON	081219	Street Lights, Traffic Control, Aug '19	100-355-631400	13.03
08/22/2019	SAN DIEGO GAS & ELECTRIC	081319	Street Lights, Traffic Control, Com Ctr, Jul '19	100-310-631100	7,052.59
08/22/2019	SAN DIEGO GAS & ELECTRIC	081319	Street Lights, Traffic Control, Com Ctr, Jul '19	100-355-631000	1,532.00
08/22/2019	SOUTHERN CALIFORNIA EDISON	081319	Street Lights, Traffic Control, Aug '19	100-355-631000	10.34
08/22/2019	SAN DIEGO GAS & ELECTRIC	081319	Street Lights, Traffic Control, Com Ctr, Jul '19	100-355-631000	5,770.30
08/22/2019	SOUTHERN CALIFORNIA EDISON	081319	Street Lights, Traffic Control, Aug '19	100-355-631400	626.51
08/22/2019	SAN DIEGO GAS & ELECTRIC	081319	Street Lights, Traffic Control, Com Ctr, Jul '19	100-355-631400	11,827.84
08/22/2019	SAN DIEGO GAS & ELECTRIC	081319	Street Lights, Traffic Control, Com Ctr, Jul '19	100-355-631900	3,363.98
08/22/2019	SKYHAWK ACADEMY	081519	Sports Camp, Summer, Community Services	100-310-721500	4,412.80
08/22/2019	CREATIVE KIDS PLAYHOUSE	081519	Musical Theatre, Contract	100-310-721500	7,102.00
08/22/2019	CHILDRENS THEATRE OF OC ELKINS, CHRISTINA	081519	Instructor Services	100-310-721500	145.60
08/22/2019	BASICS OF SKATEBOARDING	081519	Contract Instructor Services, Dance	100-310-721500	945.00
08/22/2019	EISENBERG, DALE	081519	Contract Instructor Services, Aikido	100-310-721500	581.00
08/22/2019	DELL COMPUTER CORPORATION	10331078877	Computer Hardware, PC Refreshment	100-195-940000	791.61
08/22/2019	DELL COMPUTER CORPORATION	10331158266	Computer Hardware, PC Refreshment	100-195-940000	793.11
08/22/2019	GRANICUS	116311	Agenda Software, Aug '19	100-195-720050	1,512.00
08/22/2019	AT&T - CALNET 3	13434078	Alarm, Com Ctr & City Hall Lines, Aug'19	100-195-630000	138.15
08/22/2019	AT&T - CALNET 3	13434078	Alarm, Com Ctr & City Hall Lines, Aug'19	100-310-630100	83.76
08/22/2019	JOE A. GONSALVES & SON	157638	Legislative Services, Sep '19	100-155-700020	2,900.00
08/22/2019	TRAUMA INTERVENTION PROGRAMS	1770	Community Program, TIP, Jul-Sep '19	100-420-720821	910.32
08/22/2019	CANON FINANCIAL SERVICES, INC.	20438144	Lease - Copier, Community Services, Aug '19	100-195-641200	279.86
08/22/2019	CANON FINANCIAL SERVICES, INC.	20438145	Lease - Copier, City Hall, Aug '19	100-195-641200	253.83
08/22/2019	DIAMOND ENVIRONMENTAL SERVICES	2129757	Program Expense, Community Services - Aug'19	100-310-695501	214.35
08/22/2019	COMPLETE OFFICE OF CALIFORNIA	2346135-0	Operating Supplies, Aug '19	100-310-622005	59.94
08/22/2019	GREEN MART, INC.	33217	Operating Supplies, Public Services, Aug '19	100-355-622000	538.75
08/22/2019	CANON SOLUTIONS AMERICA	4030088470	Copier Usage, City Hall, 5/11/19 7/30/19	100-195-641200	599.30

Attachment: Warrant Register, Payables Detail Report - September 10, 2019 (1947 : Approval of Warrant Register for September 10, 2019)

Warrant Register Payables Detail Report

Payment Dates: 08/16/2019 - 08/29/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
08/22/2019	SPARKLETTES	4228482 081619	Operating Supplies, City Hall, Aug '19	100-195-622000	159.90
08/22/2019	BRINKS, INCORPORATED	4453165	Courier Fee, Armored Transport,	100-155-625000	157.71
08/22/2019	WEST PUBLISHING CORPORATION THOMSON	840693484	Subscription, City Clerk, Jul	100-155-626000	251.52
08/22/2019	REUTERS - WEST MOBILE MINI, INC.	9006841322	Storage Rental, Community Center, 8/13-9/9	100-310-641000	82.97
08/22/2019	OCTA	AR140835	Annual Encroachment Fee, Cabot	100-355-700100	604.00
08/22/2019	TSUKURU USA	CD-418-COM-3-19-18159	REFUND, C&D DEPOSIT, CD# 3980	100-000-227001	1,000.00
08/22/2019	BIG D'S CONSTRUCTION SERVICES	CD-419-DE-3-19-18054	REFUND, C&D DEPOSIT	100-000-227001	100.00
08/22/2019	FIRST RATE REMODELING,	CD-420-BLDR-0068-2019	REFUND, C&D DEPOSIT, CR# 4591	100-000-227001	240.00
08/22/2019	DELGADO, GAMALIEL	CD-421-BLDR-0007-2019	REFUND, C&D DEPOSIT CR# 4255	100-000-227001	100.00
08/22/2019	VISION ROOFING	CD-422-BLDR-0092-2019	REFUND, C&D DEPOSIT, CR# 4794	100-000-227001	2,100.00
08/22/2019	VISION ROOFING	CD-423-BLDR-0085-2019	REFUND, C&D DEPOSIT, CR# 4747	100-000-227001	1,500.00
08/22/2019	SOLAR POWER SUPPLY	CD-425-BLDR-0076-2019	REFUND, C&D DEPOSIT, CR# 4656	100-000-227001	690.00
08/22/2019	EMC DESIGN	E201634	City Views, Fall Issue	100-155-695000	3,515.00
08/22/2019	HUSEBY, CATHY	FRD-0197	REFUND, FACILITY DEPOSIT, V# 2004916.002	100-000-222000	250.00
08/22/2019	GRISWOLD, SALLY	FRD-0198	REFUND, FACILITY DEPOSIT, V# 2004915.002	100-000-222000	500.00
08/22/2019	BERNARDINO, MARIA	FSD-0010	REFUND, SECURITY DEPOSIT, V# 2004914.002	100-000-220500	159.25
08/22/2019	OFFICE SOLUTIONS	I-01622378	Office Supplies, Aug '19	100-195-620000	78.27
08/22/2019	OFFICE SOLUTIONS	I-01623938	Office Supplies, Aug '19	100-195-620000	20.07
08/22/2019	OFFICE SOLUTIONS	I-01623948	Office Supplies, Aug '19	100-195-622000	118.14
08/22/2019	SOUTHERN COMPUTER WAREHOUSE	IN-000593287	Computer Supplies, Aug '19	100-195-940000	26.48
08/22/2019	OFFICE SOLUTIONS	PCR-185042	Office Supplies Return	100-195-620000	(74.23)
08/22/2019	CDW GOVERNMENT, INC.	TJV7054	Computer Software Gen Gov	100-195-940000	18,049.00
08/29/2019	DIAMOND ENVIRONMENTAL SERVICES	0002077386	Program Expense, Build A	100-310-695501	76.84
08/29/2019	WILLDAN ENGINEERING	00617922	Professional Services, 5 Lagunas, Jul '19	100-355-700100	720.00
08/29/2019	WILLDAN ENGINEERING	00617934	Professional Services, 5 Lagunas, Jul '19	100-355-700100	1,201.25
08/29/2019	RALPHS GROCERY COMPANY	0619111318	Program Expense, Day Camp, Jul '19	100-310-695501	8.79
08/29/2019	RALPHS GROCERY COMPANY	0619111351	Program Expense, Day Camp, Jul '19	100-310-695501	15.61
08/29/2019	RALPHS GROCERY COMPANY	0719111498	Program Expense, Day Camp, Jul '19	100-310-695501	35.79
08/29/2019	RALPHS GROCERY COMPANY	0719111558	Program Expense, Comm Svcs, Jul '19	100-310-622005	12.97
08/29/2019	RALPHS GROCERY COMPANY	0719111558	Program Expense, Comm Svcs, Jul '19	100-310-695501	14.94
08/29/2019	RALPHS GROCERY COMPANY	0719111558	Program Expense, Comm Svcs, Jul '19	100-310-695502	87.76
08/29/2019	RALPHS GROCERY COMPANY	0719111642	Program Expense, Day Camp, Aug '19	100-310-695501	7.52
08/29/2019	RALPHS GROCERY COMPANY	0719111682	Program Expense, Day Camp, Aug '19	100-310-695501	27.15
08/29/2019	RALPHS GROCERY COMPANY	0719111747	Program Expense, Comm Svcs, Aug '19	100-310-622005	20.05

Attachment: Warrant Register, Payables Detail Report - September 10, 2019 (1947 : Approval of Warrant Register for September 10, 2019)

Warrant Register Payables Detail Report

Payment Dates: 08/16/2019 - 08/29/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
08/29/2019	MERLONE GEIER	082319	Balance of developer	100-000-120002	27,958.13
08/29/2019	RUSSELL, RICHARD WYATT	082319	agreement deposit		
08/29/2019	BASICS OF SKATEBOARDING	082319	Contract Instructor Services, Tennis	100-310-721500	354.40
08/29/2019	RUSSELL, RICHARD WYATT	082719	Contract Instructor Services, Tennis	100-310-721500	210.00
08/29/2019	ORANGE COUNTY REGISTER	082819	Skateboard Instr	100-310-721500	286.40
08/29/2019	SOUTHERN CALIFORNIA EDISON	082819	Subscription, City Hall, 9/10/19 - 12/10/19	100-155-626000	535.83
08/29/2019	SOUTHERN CALIFORNIA EDISON	082819	Street Lights, Traffic Control, Aug '19	100-355-631000	183.76
08/29/2019	SOUTHERN CALIFORNIA EDISON	082819	Street Lights, Traffic Control, Aug '19	100-355-631400	998.16
08/29/2019	WHITE, DONALD	082919	Street Lights, Traffic Control, Aug '19	100-355-631900	446.35
08/29/2019	HOME DEPOT	1079152	Travel Advance, CA Assoc of JPAs, Sep '19	100-155-612000	375.00
08/29/2019	WEST COAST ARBORISTS, INC.	151127	Program Expense, Build A	100-310-695501	74.35
08/29/2019	CITY OF ALISO VIEJO	2019-1250	Tree Trimming Services, Aug '19	100-355-720702	24,365.50
08/29/2019	COMPLETE OFFICE OF CALIFORNIA	2317838-1	Cost Share, Dairy Fork CIP 410	100-600-790600	2,354.97
08/29/2019	COMPLETE OFFICE OF CALIFORNIA	2349197-0	Operating Supplies, Jun '19	100-310-622005	21.10
08/29/2019	COMPLETE OFFICE OF CALIFORNIA	2349881-0	Operating Supplies, Aug '19	100-310-622005	59.94
08/29/2019	CITY OF LAGUNA WOODS	32	Computer Supplies, Aug '19	100-195-621000	1,103.31
08/29/2019	CITY OF LAGUNA WOODS	33	Professional Fees, CIP #168	100-600-790600	1,103.38
08/29/2019	WOODRUFF, SPRADLIN & SMART	63412	Professional Fees, CIP #168	100-600-790600	1,468.52
08/29/2019	WOODRUFF, SPRADLIN & SMART	63412	Professional Services Legal, Jul '19	100-155-700010	16,783.26
08/29/2019	WOODRUFF, SPRADLIN & SMART	63412	Professional Services Legal, Jul '19	100-155-700011	1,271.43
08/29/2019	WOODRUFF, SPRADLIN & SMART	63412	Professional Services Legal, Jul '19	100-225-700012	902.00
08/29/2019	CODE PUBLISHING COMPANY, INC.	64286	Municipal Code, Print Supplement, Jun '19	100-155-700030	847.50
08/29/2019	NIEVES LANDSCAPE, INC.	65791	Miscellaneous Landscape, Public Services, Aug '19	100-355-720700	35.00
08/29/2019	NIEVES LANDSCAPE, INC.	65792	Miscellaneous Landscape, Public Services, Aug '19	100-355-720700	210.00
08/29/2019	NIEVES LANDSCAPE, INC.	65793	Miscellaneous Landscape, Public Services, Aug '19	100-355-720700	105.00
08/29/2019	NIEVES LANDSCAPE, INC.	65794	Miscellaneous Landscape, Public Services, Aug '19	100-355-720700	682.88
08/29/2019	NIEVES LANDSCAPE, INC.	65810	Miscellaneous Landscape, Public Services, Jul '19	100-355-720700	9,000.00
08/29/2019	NIEVES LANDSCAPE, INC.	65811	Miscellaneous Landscape, Public Services, Aug '19	100-355-720700	900.00
08/29/2019	NIEVES LANDSCAPE, INC.	65812	Miscellaneous Landscape, Public Services, Aug '19	100-355-720700	295.00
08/29/2019	HOME DEPOT	7061184	Program Expense, Build A	100-310-695501	54.89
08/29/2019	HOME DEPOT	7130544	Program Expense, Build A	100-310-695501	186.75
08/29/2019	HOME DEPOT	7971110	Program Expense, Build A	100-310-695501	1,111.33
08/29/2019	SIMCIK, JASON	CD-426-RES-5-19-18479	Refund, C&D Deposit, R	100-000-227001	100.00
08/29/2019	SCHWAB, MICHAEL R.	CD-427-RES-7-18-16945	Refund, C&D Deposit, R	100-000-227001	209.80
08/29/2019	OFFICE SOLUTIONS	I-01627287	Office Supplies, Aug '19	100-195-620000	14.05
08/29/2019	MORA, STEPHANIE	PSV-0014	Refund, Citation No LH1190506016, LH108181	100-000-460100	285.00
08/29/2019	JACOBS, MICHAEL	PSV-0015	Refund, Citation No	100-000-460100	42.00
08/29/2019	TAKENAGA, YUKIO	PSV-0016	Refund, Citation No	100-000-460100	50.00
08/29/2019	WILLIAMSEN, KATHERINE	PSV-0017	LH2190330006 Refund, Citation No	100-000-460100	42.00

Attachment: Warrant Register, Payables Detail Report - September 10, 2019 (1947 : Approval of Warrant Register for September 10, 2019)

Warrant Register Payables Detail Report

Payment Dates: 08/16/2019 - 08/29/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
08/29/2019	ADAMS, RANDY	PSV-0018	Refund, Citation No	100-000-460100	42.00
			LH1190722015		
08/29/2019	METRO EXPRESSLANES	T801928497851	Toll Evasion Violation	100-310-695505	25.75
Fund 100 - GENERAL FUND Total:					181,544.91
Fund: 101 - FIVE LAGUNAS REDEVELOPMENT PROJECT					
08/29/2019	KOSMONT COMPANIES	1907.3 001	Professional Services, Five	101-225-700000	7,500.00
			Lagunas, Jul '19		
Fund 101 - FIVE LAGUNAS REDEVELOPMENT PROJECT Total:					7,500.00
Fund: 221 - SENIOR MOBILITY PROGRAM					
08/29/2019	CALIFORNIA YELLOW CAB	7406019	Senior Mobility Program, Jul	221-310-720000	1,470.00
			'19		
Fund 221 - SENIOR MOBILITY PROGRAM Total:					1,470.00
Fund: 451 - LIABILITY SELF-INSURANCE					
08/29/2019	ARNEL MANAGEMENT COMPANY	1992915JM	Claim Settlement	451-000-792100	6,400.00
Fund 451 - LIABILITY SELF-INSURANCE Total:					6,400.00
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
08/29/2019	CITY OF ALISO VIEJO	2019-1250	Cost Share, Dairy Fork CIP 410	600-000-490100	(2,354.97)
08/29/2019	CITY OF ALISO VIEJO	2019-1250	Cost Share, Dairy Fork CIP 410	600-254-950410	2,354.97
08/29/2019	CITY OF LAGUNA WOODS	32	Professional Fees, CIP #168	600-000-490100	(1,103.38)
08/29/2019	CITY OF LAGUNA WOODS	32	Professional Fees, CIP #168	600-251-950168	1,103.38
08/29/2019	CITY OF LAGUNA WOODS	33	Professional Fees, CIP #168	600-000-490100	(1,468.52)
08/29/2019	CITY OF LAGUNA WOODS	33	Professional Fees, CIP #168	600-251-950168	1,468.52
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Grand Total:					196,914.91

Attachment: Warrant Register, Payables Detail Report - September 10, 2019 (1947 : Approval of Warrant Register for September 10, 2019)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	181,544.91	181,544.91
101 - FIVE LAGUNAS REDEVELOPMENT PROJECT	7,500.00	7,500.00
221 - SENIOR MOBILITY PROGRAM	1,470.00	1,470.00
451 - LIABILITY SELF-INSURANCE	6,400.00	6,400.00
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
Grand Total:	196,914.91	196,914.91

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120002	Accounts Receivable- Png	27,958.13	27,958.13
100-000-220500	Security Rental	159.25	159.25
100-000-222000	Refundable Deposits	750.00	750.00
100-000-227001	SecurityDeposit-WasteRe	6,039.80	6,039.80
100-000-460100	Parking Revenues	461.00	461.00
100-155-612000	Travel, Conferences & Me	375.00	375.00
100-155-625000	Postage & Delivery	157.71	157.71
100-155-626000	Subscriptions & Books	787.35	787.35
100-155-695000	CommunityAsstnc/Publicl	3,515.00	3,515.00
100-155-700010	Legal Services-General Co	16,783.26	16,783.26
100-155-700011	Legal Services-Litigation	1,271.43	1,271.43
100-155-700020	Professional Services - Le	2,900.00	2,900.00
100-155-700030	Professional Svcs- City Cle	847.50	847.50
100-195-620000	Office Supplies	38.16	38.16
100-195-621000	Computer Supplies	1,103.31	1,103.31
100-195-622000	Operating Supplies	278.04	278.04
100-195-630000	Telephone & Communica	989.46	989.46
100-195-641200	Rent/Lease - Copier	1,132.99	1,132.99
100-195-720050	Contract Serv-Software St	1,512.00	1,512.00
100-195-940000	Computer Hardware & So	19,660.20	19,660.20
100-225-700012	Legal Services - Communi	902.00	902.00
100-310-622005	Operating Supplies Comr	174.00	174.00
100-310-630100	Phone & Communication	83.76	83.76
100-310-631100	Utilities - Electric Comm C	7,052.59	7,052.59
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-310-695501	Day Camps & Build A Fort	1,828.31	1,828.31
100-310-695502	Special Needs Program	87.76	87.76
100-310-695505	Cultural Excursions	25.75	25.75
100-310-721500	Contract Services-Prograr	14,037.20	14,037.20
100-355-622000	Operating Supplies	538.75	538.75
100-355-631000	Utilities - Electric	7,675.04	7,675.04
100-355-631400	Electric-Street Lights/Sign	13,465.54	13,465.54
100-355-631900	UtilitiesElectricOnBillFinar	3,810.33	3,810.33
100-355-700100	City Engineer Services	2,525.25	2,525.25
100-355-720700	Landscape Maintenance C	11,227.88	11,227.88
100-355-720701	Parks Contract Repair	1,105.50	1,105.50
100-355-720702	Tree Maintenance	24,365.50	24,365.50
100-420-720821	Trauma Intervention Prog	910.32	910.32
100-600-790600	Transfers Out - Capital Im	4,926.87	4,926.87
101-225-700000	Professional Services	7,500.00	7,500.00
221-310-720000	Contract Services	1,470.00	1,470.00
451-000-792100	Lawsuit Settlements	6,400.00	6,400.00
600-000-490100	Transfer In- General Fund	-4,926.87	-4,926.87
600-251-950168	TrafficSignalImprovCoordi	2,571.90	2,571.90
600-254-950410	NPDES Permit & Fees	2,354.97	2,354.97
Grand Total:		196,914.91	196,914.91

Attachment: Warrant Register, Payables Detail Report - September 10, 2019 (1947 : Approval of Warrant Register for September 10, 2019)

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	<u>196,914.91</u>	<u>196,914.91</u>
Grand Total:	196,914.91	196,914.91



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 10, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Community Assistance Funding for the Laguna Hills Chamber of Commerce

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing Community Assistance Funding for the Laguna Hills Chamber of Commerce, a California 501 (C)(3) Nonprofit Public Benefit Corporation."

SUMMARY:

At the August 27, 2019, City Council meeting, the City Council directed staff to prepare an authorizing Resolution for a one-time community assistance funding in the amount of \$7,500 to the Laguna Hills Chamber of Commerce.

The community assistance funding will provide the City of Laguna Hills with membership to the Laguna Hills Chamber of Commerce as a Platinum Level Sponsor, which includes the following membership benefits:

- City representative to serve as ex-officio member of the Chamber Board of Directors
- Annual luncheon for the Mayor's State of the City Address
- Recognition as a Platinum Level Sponsor on the Laguna Hills Chamber of Commerce website and on all email communications to Chamber members
- Verbal recognition and logo signage as Platinum Level Sponsor at all live Chamber events

Community Assistance Funding for Laguna Hills Chamber of Commerce

September 10, 2019

Page 2

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- Four complimentary invitations to all live Chamber events
 - E-Newsletter ad with a link to the City of Laguna Hills website
 - Featured articles in the E-Newsletter provided by the City of Laguna Hills to promote City events and initiatives
 - Monthly recognition as a Platinum Level Sponsor on all Chamber social media pages
 - Chamber Plaque, member badges, and a listing in the Chamber's Member Directory

A draft Resolution authorizing the City to provide one-time community assistance funding in the amount of \$7,500 for Fiscal Year 2019/2020 is attached to this Staff Report for City Council consideration.

FISCAL IMPACT:

The one-time community assistance funding for membership to the Laguna Hills Chamber of Commerce as a Platinum Level Sponsor in the amount of \$7,500 would be funded by the City's General Fund.

ATTACHMENTS:

- Resolution - Laguna Hills Chamber of Commerce Funding

RESOLUTION NO. 2019-09-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, AUTHORIZING
COMMUNITY ASSISTANCE FUNDING FOR THE LAGUNA
HILLS CHAMBER OF COMMERCE, A CALIFORNIA
501(C)(3) NONPROFIT PUBLIC BENEFIT CORPORATION

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

WHEREAS, at the discretion of the City Council, the City may provide community assistance funding to certain community groups and nonprofit organizations that provide community service, support, and/or programming efforts intended to enhance the quality of life of the City's residents, provided the City Council finds and determines that the expenditure of such community assistance funding fulfills a public purpose and provides a direct public benefit within the City of Laguna Hills; and,

WHEREAS, at the May 28, 2019 and August 27, 2019 City Council meetings, and following a public presentation, the City Council voted to approve and directed staff to prepare an authorizing resolution for community assistance funding for the Laguna Hills Chamber of Commerce, a California 501(c)(3) nonprofit public benefit corporation (Mayor Pro Tem Heft recused); and,

WHEREAS, the Laguna Hills Chamber of Commerce is in the business of assisting its members to enhance and grow their business and to assist the City of Laguna Hills in being the place to live and shop for its residents' needs and wants; and,

WHEREAS, the Laguna Hills Chamber of Commerce was formed for the following purpose: to provide opportunities and benefits for Chamber Members to help strengthen their business; to promote and assist businesses in Laguna Hills by creating a climate where they can operate in a productive and profitable manner; to cooperate with and support the business community of Laguna Hills; to educate, inform and encourage residents to shop and dine in Laguna Hills and patronize local businesses within the City; and to increase the economic base of Laguna Hills while preserving its historic resources, quality of life, ambiance, and the interest of its members; and,

WHEREAS, through the adoption of this Resolution, a majority of the City Council desires to make public purpose findings in order to authorize the expenditure of community assistance funding to the Laguna Hills Chamber of Commerce in recognition and in support of the programming, events, work and services the Laguna Hills Chamber of Commerce provides to enhance the quality of life within the City of Laguna Hills and the surrounding community.

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

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

SECTION 2. The City Council hereby authorizes and directs that the City provide community assistance funding in the amount of \$7,500 for FY 2019/20 to the Laguna Hills Chamber of Commerce, a California 501(c)(3) nonprofit public benefit corporation.

SECTION 3. The City Council hereby finds and determines that the expenditure of community assistance funding in the Fiscal Year 2019/20 Operating Budget to the Laguna Hills Chamber of Commerce, as authorized herein, fulfills a public purpose and provides a direct public benefit to the residents of the City of Laguna and surrounding community.

PASSED, APPROVED, AND ADOPTED this 10th day of September 2019.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2019-09-10-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 10th day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 10, 2019
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for August 27, 2019, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the August 27, 2019, Regular Meeting.

ATTACHMENTS:

- 190827 PA Minutes

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

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:26 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for July 9, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the July 9, 2019, Regular Meeting.

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

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS**4.5.1 Site Development Permit/Master Sign Program No. 7-18-4264, a Request to Establish a Master Sign Program for the MemorialCare Saddleback Medical Center Located at 24411, 24421, and 24451 Health Center Drive**

Community Development Director Chantarangsu stated that due to a noticing error, staff is recommending that the item be continued to a future meeting.

Chair Sedgwick opened the Public Hearing, and upon seeing no one rise, called for a motion to continue this item to the next meeting of the Planning Agency.

Recommendation: That the Planning Agency continue this matter to the Planning Agency meeting of September 10, 2019.

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

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council Meeting at 7:28 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 A Proposed Resolution Amending the City's Comprehensive Fee Schedule by Adjusting Certain Development Processing Fees and Other City Rates, Charges, and User Fees for Various Government Services Based on the Increase in the Consumer Price Index (CPI).**

Finance Director Reyes reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council requests for additional information.

Mayor Sedgwick opened the Public Hearing and, upon seeing no one rise, closed the Public Hearing.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 10, 2019

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Site Development Permit/Master Sign Program No. 7-18-4264, a Request to Establish a Master Sign Program for the MemorialCare Saddleback Medical Center Located at 24411, 24421, and 24451 Health Center Drive

RECOMMENDATION: That the Planning Agency take the following actions: (1) Conduct a Public Hearing; (2) Find and Determine that the Project is Categorically Exempt from the California Environmental Quality Act Pursuant to Sections 15301(g) and 15311(a) of Title 14, Chapter 3 of the California Code of Regulations (Class 1 (g) Existing Facilities Exemption, and Class 11(a), Accessory Structures Exemption); and (3) Adopt a Resolution entitled: “A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Site Development Permit/Master Sign Program No. 7-18-4264, a request to establish a Master Sign Program for the MemorialCare Saddleback Medical Center located at 24411, 24421, and 24451 Health Center Drive.”

SUMMARY:

Signtech, on behalf of property owner Memorial Health Services (collectively referred to as “the Applicant”), is requesting approval to establish a Master Sign Program (“MSP”) for the hospital and medical offices for Saddleback Memorial Medical Center (“Campus” or “SMMC”), located at 24411, 24421, and 24451 Health Center Drive in the Village Commercial (VC) zoning district. SMMC is rebranding their Laguna Hills facilities to be consistent with the other facilities under the MemorialCare medical system as indicated in the Applicant’s Letter of Justification (Attachment 2). This requires replacing existing permitted signage with MemorialCare’s new logo and name. The proposed replacement signage will:

- o Effectively increase the visibility of the current signage through the use of vibrant colors and new materials.
- o Ensure visitors are appropriately directed to their destination within the Campus through the use of updated signage containing directional information.
- o Use appropriate sign proportions given the large mass and scale of existing buildings in the Campus, such as buildings that are over three stories tall.
- o Use LED lighting, which will be an upgrade for lit signs still using fluorescent lighting elements that are less energy efficient and require a higher degree of maintenance.

Except for an existing parking structure located on the Campus, none of the other Campus buildings maintain a City-approved MSP since existing signage was originally approved by the County of Orange. The proposed sign revisions prompt the need for an MSP pursuant to the requirements of the Municipal Code. The proposed MSP will not include the MemorialCare Cancer Institute located at 24302 Paseo de Valencia as it is not part of the Campus. Staff anticipates the Cancer Institute will update its signage separately under an administrative permit. Prior City approval for the four-level parking structure on the southwest edge of the Campus included an MSP that includes eight wall signs, a monument sign, and a directional sign on the southeast corner of Paseo de Valencia and Calle de la Magdalena.

This proposed Master Sign Program will incorporate the prior approved signage into one comprehensive sign plan for the Campus consisting of 32 signs within the Campus (Attachment 3). The 32 signs are divided into four categories as shown below:

- | | |
|---------------------------------|--------------------------|
| o Identification Wall Signs (2) | o Directional Signs (10) |
| o Monument Signs (2) | o Wall Signs (18) |

The proposed MSP will permit the Applicant to install new signs using updated materials and colors. All existing signs will invariably be replaced with new signs that use a different layout, color, appearance, and width and height, with about half of the new signs being reduced in size or area. Currently, there are 35 existing signs within the campus that have a total combined sign area of 1,847 square feet. The proposed MSP will result in 32 signs, however the total combined sign area will increase by 79 square feet.

Staff has reviewed the Applicant's proposal and found that it is consistent with the General Plan's goals and strategies. The proposal will result in the implementation of one comprehensive master sign program for the Campus, integrating prior City and County approvals into a unified messaging system, while marrying the use of modern sign and graphic designs with the need to convey important visitor and patient information. Staff evaluated the potential for environmental impacts in accordance with the California Environmental Quality Act (CEQA) and determined that the proposal will not result in any significant adverse impacts to the public health, safety, and general welfare. Therefore, staff is recommending approval of SDPM/MSP No. 7-18-4264.

AUTHORITY:

Title 9 of the Laguna Hills Municipal Code (LHMC) contains the City of Laguna Hills' Development Code (also commonly referred to as the "Zoning Code" or "Code"). The Code provides the requirements for signs and advertising devices in Chapter 9-42 and thresholds for when an MSP is required. The Code requires any new or remodeled single enterprise which proposes any combination of signs upon the site equaling three or more signs to obtain a MSP (LHMC 9-42.160(B)). Since the proposed signage also involves a high-rise building, an MSP is required for new, existing or revised signage (LHMC 9-42.160(C)). Furthermore, any revision to a sign program previously approved requires an MSP (LHMC 9-42.160(E)).

The process the City must follow in reviewing MSPs is found in Chapter 9-42 and Chapter 9-92 of the Code. The Planning Agency has review authority over the proposed MSP through the City's Site Development Permit (Major)/ Master Sign Program process in accordance with Table 9-92.030 of the Code. The findings for an MSP are found Section 9-92.080(H) of the Code. If a sign that is included in a proposed MSP deviates from the Sign Matrix located in Table 9-42.090 in any way, the Planning Agency has the authority to allow the deviation based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses (LHMC 9-42.180). Moreover, the site is located within the City's Urban Village Specific Plan ("UVSP"), and Section IV of the UVSP (page 23) includes design guidelines for signage, which the proposed MSP follows since it dedicates a substantial amount of signage to pedestrian wayfinding within the Campus. Staff has prepared findings demonstrating the application is in conformance with the Zoning Code, UVSP, and the General Plan as stated in the Proposed Resolution (Attachment 1), and based on these findings recommends approval of the Master Sign Program.

BACKGROUND:

The Saddleback Memorial Medical Center (see Figure 1) is a 16-acre medical campus that consists of the following buildings:

- 137,000 square foot medical office tower (24411 Health Center Drive).
- 82,350 square foot Women's Hospital (24421 Health Center Drive).
- 195,570 square foot hospital (24451 Health Center Drive).
- 204,557 square foot parking structure with 608 stalls, along with additional surrounding at-grade parking and landscaping.

The Orange County Planning Commission ("OCPC") approved an outpatient clinic on the subject property in 1964 and a hospital in 1973. In the late 1970s, the OCPC also approved an extensive sign plan that incorporated wall signs, free standing signs, and directional signs (CP1507/ CP1083/ UP78-79P). In 1985, the OCPC approved an expansion of the hospital, addition of the Woman's Hospital, replacement of the outpatient clinic with a large medical tower, and a sign program that included monument signs, wall signs, identification signs, and directional signs (UP 85-9P/SP 85-33P).

Except for the parking structure, the Campus currently does not have a City-approved MSP since signage was originally approved by the OCPC. The Applicant's proposed sign modifications prompt the need for an MSP as previously described. The proposed MSP will not include the MemorialCare Cancer Institute located at 24302 Paseo de Valencia, which has an existing City-approved MSP (SDP/MSP 2-14-2796). The Cancer Institute is part of the MemorialCare system, however it is not within the boundaries of the Campus, and therefore will be updating their signage separately under an administrative permit (SDPA/MSP No. 7-18-4263). Prior planning approval (SDP/MSP No. 2005-010) for the development of the four-level parking structure and its corresponding signage on the southwest edge of the Campus, consisted of eight wall signs, a monument sign, and a directional sign on the southeast corner of Paseo de Valencia and Calle de la Magdalena.

Figure 1- Vicinity Map “The Campus” Memorial Care 24411, 24421 & 24451 Health Center Drive.



PROPOSAL & ANALYSIS:

Overview

The Applicant is requesting approval to establish an MSP for the SMMC Campus, including the parking structure (Attachment 3). SMMC is rebranding all medical facilities to be consistent with their updated name and logo “MemorialCare.” This requires replacing existing permitted signage with new signs that feature MemorialCare’s new logo and name. Currently, there are 35 existing and conforming signs within the campus that have a total combined sign area of 1,847 square feet. There are five (5) new signs proposed and eight (8) existing wall signs (#33-40) proposed to be removed and not replaced. The proposed MSP reduces the overall number of signs by three (3), however the total combined sign area will increase by 45 square feet. The proposed MSP will replace the previously approved County and City sign programs, combining them into one new comprehensive Master Sign Program consisting of 32 signs. Pages 7 through 9 of the proposed MSP describes the proposed signs and locations. The 32 signs are generally described below:

-
- 2 Identification Wall Signs (illuminated)
 - 18 Wall Signs (3 illuminated/ 15 non-illuminated)
 - 2 Monument Signs (non-illuminated)
 - 10 Directional Signs (2 illuminated/ 8 non-illuminated)

The proposed replacement signage is an enhancement over existing signage since new signs include a uniquely designed logo, vibrant colors that provide a visual contrast against the earth tone color of existing buildings, and the use of an appealing color scheme in ground mounted signs that add an interesting visual element within the UVSP while also providing pedestrian wayfinding within a large medical campus. The proposed MSP also uses appropriate sign proportions given the large mass and scale of existing buildings in the Campus such as buildings that are over three stories tall. The use of upgraded lighting technology such as LED lighting in illuminated signage will be an upgrade for lit signs still using fluorescent based lighting elements which are less energy efficient and require a higher degree of maintenance. The MSP will also provide MemorialCare with the ability to consistently brand its Laguna Hills Campus with its other medical campuses and facilities in the region.

Notwithstanding certain signs within the MSP, to ensure the MSP is as consistent with the City's sign regulations as possible, all prohibited sign types identified in LHMC 9-42.260 (Prohibited Signs), have been incorporated as prohibited signage in the proposed MSP. Also, all proposed signage in the MSP includes attachment details, mounting heights, and sign area location to ensure the MSP can be implemented with a high degree of detail given the number of signs proposed. After City approval, and prior to the installation of the signage, the Applicant will submit the signs for review and approval through OSHPD (California's Office of Statewide Health Planning and Development), since all hospitals and medical facilities fall under that agency's regulatory control. If OSHPD review results in required changes to any signage in the proposed MSP, a condition of approval has been included that requires updated exhibits to be reviewed and approved by the Community Development Director (Condition of Approval #14).

Proposed Changes from Existing Approvals

The proposed MSP will permit the Applicant to primarily install new signs using updated materials and colors. All signs will invariably be replaced with signs conveying the same information but with a different layout, color, appearance, width and height, with many

signs being reduced in size or area. Changes to signage are summarized on Pages 7 through 9 of the proposed MSP (Attachment 3). Some notable changes include, but are not limited to, the increase in sign area for Identification Wall Signs (#1-2), the replacement of two logo wall signs on the parking structure (#15-16), the addition of four new directional signs (#27-30), and the removal of eight wall signs (#33-40). Furthermore, the modifications to the logo wall signs of the parking structure (#15-16) are sensitive to adjacent residential uses located in the City of Laguna Woods along the west side of Paseo de Valencia since the number of signs visible to the west from the existing parking structure are reduced from four (4) signs to two (2). Also, existing mature trees in the area provide an effective visual barrier between the hospital and the adjacent residential uses.

Deviations from Code

The Code's Sign Matrix (LHMC 9-42.090) regulates size, scale and proportionality of signage. The Matrix does not have a category specifically for hospitals or medical campuses, however staff has determined that the 20 proposed wall signs (two Identification wall signs and 18 wall signs), fall under the "Wall" sign type, the two monument signs fall under the "Monument" sign type, and the 10 directional signs fall under "Building Directory" sign type as shown in Table 1 below. The table depicts which elements of the Sign Matrix the proposed MSP meets, and the elements that require MSP approval since they exceed the requirements of the Code.

Table 1- LHMC 9-42.090 Sign Matrix

Sign Type	Sign Classification	Maximum Size	% of Building frontage	% of Window	Maximum Height	Maximum Aggregate
Wall	Permanent	1 SF per Linear Foot of building frontage	Length limited to 70% of building face	N/A	Top of parapet	150 SF (Per business)
Monument	Permanent	40 SF	N/A	N/A	4 FT	N/A
Building Directory	Permanent	15 SF	N/A	N/A	6 FT	N/A

 Complies with Sign Matrix.

 Deviates from Sign Matrix.

Monument Sign Type Deviations

The two existing non-internally illuminated monument signs (#31-32) are permitted and conforming with prior City and OCPC approvals. Furthermore, the proposed MSP will keep the monument structures and existing sign area intact, with a scope of work that will only replace the lettering on the monument signs. The existing monument signs are taller than four feet and have sign areas larger than 40 square feet, as shown on page 71-74 of the proposed MSP. The proposed MSP would permit the existing monument sign bases to remain.

Building Directory Sign Type Deviations

There are a total of six existing permitted and conforming directional signs (#21-26) on the Campus with prior City and OCPC approvals. All six directional signs have a sign area larger than 15 square feet (the City's maximum area), with two of the directional signs (#21-22) having heights that exceed six feet (the City's maximum height/ MSP page # 8). The six proposed replacement directional signs have a combined sign area of 145 square feet, which is 33 square feet less than the existing six directional signs combined sign area. However, two of the proposed directional signs maintain a sign area of approximately 45 square feet each since they are located at key site locations on Paseo de Valencia where the hospital maintains two points of access. The four remaining directional signs are more internally located (#27-30) and meet the code requirements of the Sign Matrix.

Justification for All Proposed Deviations

If any sign included in a proposed MSP deviates from the Sign Matrix located in Table 9-42.090, the Planning Agency has the authority to allow the deviation based on **design quality, creativity, and compatibility** of the signage with the building architecture and surrounding land uses (LHMC 9-42.180). The proposed signage demonstrate the following:

- **Design quality:**
 - The use of upgraded lighting technology, such as LED lighting in illuminated signage, will be an upgrade for illuminated signs still using fluorescent based lighting elements which are less energy efficient and require a higher degree of maintenance.

- **Creativity:**

- New signs include a uniquely designed logo, vibrant colors that provide a visual contrast against the earth tone color of existing buildings, and the use of an appealing color scheme in ground mounted signs that add an interesting visual element within the UVSP, while also providing pedestrian wayfinding within a large medical campus setting.

- **Compatibility:**

- The proposed deviations in sign area are similar to other larger sign areas that exist for businesses in the UVSP, which includes: Ashley's Furniture, Trader Joes, and Nordstrom's Rack.
- The proposed MSP uses appropriate wall sign proportions given the large mass and scale of existing buildings. SMMC is a large medical Campus that provides medical care and emergency services to the entire region and providing adequate site identification is important. Further, the new signage will add a modern visual element to the Campus, which is a major focal point in the City and surrounding community.
- The Campus features two hospitals and an emergency room where wayfinding and the visibility of signage is necessary for patients and visitors to determine where to go.

CONCLUSION:

The proposed signage meets the requirements for obtaining Master Sign Plan approval. The proposed MSP will reduce the total number of signs by three, while keeping the sign area relatively the same. Staff supports the proposed MSP as conditioned, including all above mentioned deviations from the Sign Matrix and have determined that this Project is in compliance with all other requirements of the Code, UVSP, and General Plan. Therefore approval of SDPM/MSP 7-18-4264 is warranted.

PUBLIC NOTICE:

The proposed Project was advertised in an adjudicated newspaper of general circulation on August 15, 2019, for a public hearing on August 27, 2019, at which, the public hearing was continued to September 10, 2019. A total of 127 public hearing notices were mailed, including all property owners within a 300-foot radius of the subject property and all tenants of the subject property. To date, no comments have been received by staff.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Sections 15301(g) and 15311(a) of Title 14, Chapter 3 of the California Code of Regulations (Class 1 (g) Existing Facilities Exemption, and Class 11(a), Accessory Structures Exemption). This exemption applies to projects involving construction, replacement or copy changes to “on-premise” signs. The proposed Project results in the replacement of existing signs with upgraded materials and changes in sign area, and includes the removal of certain wall signs as depicted in Attachment 3.

ATTACHMENTS:

- Attachment 1- Proposed Resolution
- Attachment 2- Letter of Justification
- Attachment 3- Master Sign Program

Attachment 1

Proposed Resolution



RESOLUTION NO. PA2019-09-10-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 7-18-4264, A REQUEST TO ESTABLISH A MASTER SIGN PROGRAM FOR THE MEMORIALCARE SADDLEBACK MEDICAL CENTER LOCATED AT 24411, 24421, AND 24451 HEALTH CENTER DRIVE

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

WHEREAS, an application for Site Development Permit and Master Sign Program (SDPM/MSP No. 7-18-4264) has been submitted by Signtech, on behalf of property owner Memorial Health Services, (collectively referred to as the "Applicant") to establish a new Master Sign Program for the building located at 24411, 24421 and 24451 Health Center Drive in the Village Commercial zoning district; and

WHEREAS, SDPM/MSP No. 7-18-4264 is hereby found to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(g) and 15311(a) of Title 14, Chapter 3 of the California Code of Regulations (Class 1(g) Existing Facilities Exemption, and Class 11(a), Accessory Structures Exemption). This exemption applies to projects involving construction, replacement or copy changes to on-premise signs; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a duly noticed public hearing held on August 27, 2019, at which, the public hearing was continued to September 10, 2019.

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

- SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.
- SECTION 2. That the required findings by the City for approval of SDPM/MSP No. 7-18-4264 have been met and are made as follows:

Site Development Permit:

1. That the site design complies with standards of the Development Code:

There are no proposed changes in the existing site layout with the proposed Master Sign Program. The proposed MSP will permit the Applicant to primarily install new signs using updated materials and colors. All signs will invariably be replaced with signs using a different layout, color, appearance, width and height. Most signs are being reduced in size or area. The proposal will result in the

implementation of one comprehensive master sign program for the Campus, integrating prior City and County approvals into a unified messaging system, while marrying the use of modern sign and graphic designs with the need to convey important visitor and patient information. These proposed wayfinding elements also meet the requirements of the UVSP, which is intended to operate as a pedestrian oriented mixed use commercial/ residential district within the City. However, the MSP does not comply with the requirements of the Development Code since the combined total of all wall signs proposed exceeds the 150 square foot sign area limitation for wall signs. In addition, certain directional signs exceed the maximum height and area permitted. However, the Applicant is able to exceed these sign development standards through the approval of a Master Sign Program pursuant to the requirements of LHMC Chapters 9-42 and 9-92. The requirements for receiving approval of an MSP have been met by the Applicant as described in these Findings. To qualify for a deviation from certain sign development standards, the Planning Agency may approve signs that include design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. The proposed replacement signage is an enhancement over existing signage since new signs include a uniquely designed logo, vibrant colors that provide a visual contrast against the earth tone color of existing buildings, the use of an appealing color scheme in ground mounted signs that add an interesting visual element within the UVSP while also providing pedestrian wayfinding within a large medical campus. The proposed MSP also uses appropriate sign proportions given the large mass and scale of existing buildings in the Campus. The use of upgraded lighting technology such as LED lighting in illuminated signage will be an upgrade for illuminated signs still using fluorescent based lighting elements which are less energy efficient and require a higher degree of maintenance. As a result of these proposed sign elements, the requirements of the Development Code have been met.

2. That the site is suitable for the proposed development:

The proposed Master Sign Program is for an existing 16-acre medical campus that consists of a 195,570 square foot hospital (24451 Health Center Drive), a 137,000 square foot medical office tower (24411 Health Center Drive), an 82,350 square foot Women's Hospital (24421 Health Center Drive), and a 204,557 square foot parking structure. The site improvements will not be altered or modified in any way, as there is no development associated with this proposal. The proposal incorporates a total of 32 replacement signs, with MemorialCare's new name and logo on existing buildings and on various locations throughout the site to support pedestrian wayfinding in a large medical campus setting. The proposed MSP uses appropriate wall sign proportions given the large mass and scale of existing buildings in the Campus as depicted in Attachment 3. Given the design approaches used in the proposed MSP that add wayfinding signs in a large medical campus setting, provided appropriately scaled building wall signs against buildings generally three stories or higher, and the reduction of commercial signage facing residential areas, the subject site is suitable for the proposed project.

3. The project is consistent with the General Plan and applicable design guidelines:

The General Plan designation for the project site is Village Commercial, which is “envisioned as a master planned area containing specific design standards and policies that enhance pedestrian and vehicular circulation within the currently developed area.” This vision is implemented by the Urban Village Specific Plan and by the City’s Development Code, which contains design guidelines for signs addressing size, location, proportionality, and height. The proposed Master Sign Program is generally consistent with these standards, although the Applicant is requesting deviations from the Code’s maximum wall sign area. Furthermore, the proposed monument and directional signs exceed the maximum sign area and heights of the Sign Matrix. Deviations from the Sign Code may be granted by the Planning Agency. To qualify for a deviation from certain sign development standards, the Planning Agency may approve signs that include design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. The proposed replacement signage is an enhancement over existing signage since new signs include a uniquely designed logo, vibrant colors that provide a visual contrast against the earth tone color of existing buildings, the use of an appealing color scheme in ground mounted signs that adds an interesting visual element within the UVSP while also providing pedestrian wayfinding within a large medical campus. The proposed MSP also uses appropriate sign proportions given the large mass and scale of existing buildings in the Campus. The use of upgraded lighting technology such as LED lighting in illuminated signage will be an upgrade for illuminated signs still using fluorescent based lighting elements which are less energy efficient and require a higher degree of maintenance. As a result of these proposed sign elements which add value to the existing character of Laguna Hills as a result of their unique sign designs, and promotion of pedestrian-friendly design through the inclusion of pedestrian wayfinding, the Project is consistent with the General Plan and applicable design guidelines.

4. The site design and structural components are appropriate for the site and function of the proposed uses:

The proposed Master Sign Program does not require structural components of existing buildings to be modified in order to accommodate the proposed signs. The Applicant has provided details on how each sign will be safely and securely attached to the building and inspections will be conducted as part of the permitting process to ensure that each sign is attached in accordance to the California Building Code. Furthermore, the proposed MSP will improve the site design with new replacement signage, by updating the logo and name for brand consistency, as well as provide a fresh appeal for the Campus. The proposed replacement signage is an enhancement over existing signage since new signs include a uniquely designed logo, vibrant colors that provide a visual contrast against the earth tone color of existing buildings, the use of an appealing color scheme in ground mounted signs that add an interesting visual element within the UVSP while also providing pedestrian wayfinding within a large medical campus.

Master Sign Program:

1. The design and application of the sign criteria required by the Development Code are satisfied by the proposed sign program:

The Applicant is requesting to deviate from the Code's maximum aggregate sign area per business for wall signs. Furthermore, the proposed monument and directional signs exceed the maximum sign area and heights of the Sign Matrix. The proposed MSP will permit the Applicant to primarily install new signs using updated materials and colors. All signs will invariably be replaced with signs using a different layout, color, appearance, width and height. Most signs are being reduced in size or area. The proposal will result in the implementation of one comprehensive master sign program for the Campus, integrating prior City and County approvals into a unified messaging system, while marrying the use of modern sign and graphic designs with the need to convey important visitor and patient information. These proposed wayfinding elements also meet the requirements of the UVSP, which is intended to operate as a pedestrian oriented mixed use commercial/ residential district within the City. However, the MSP does not comply with the requirements of the Development Code since the combined total of all wall signs proposed exceeds the 150 square foot sign area limitation for wall signs. In addition, certain directional signs and monument signs exceed the maximum height and/ or area permitted. However, the Applicant is able to exceed these sign development standards through the approval of a Master Sign Program pursuant to the requirements of LHMC Chapters 9-42 and 9-92. The requirements for receiving approval of an MSP have been met by the Applicant as described in these Findings. To qualify for a deviation from certain sign development standards, the Planning Agency may approve signs that include design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. The proposed replacement signage is an enhancement over existing signage since new signs include a uniquely designed logo, vibrant colors that provide a visual contrast against the earth tone color of existing buildings, the use of an appealing color scheme in ground mounted signs that adds an interesting visual element within the UVSP while also providing pedestrian wayfinding within a large medical campus. The proposed MSP also uses appropriate sign proportions given the large mass and scale of existing buildings in the Campus as depicted in Attachment 3. The use of upgraded lighting technology such as LED lighting in illuminated signage will be an upgrade for illuminated signs still using fluorescent based lighting elements which are less energy efficient and require a higher degree of maintenance. Given the sign design elements described above, the proposed Master Sign Program satisfies the requirements to exceed certain sign development standards by incorporating design quality, creativity, and signage compatibility with the building architecture and surrounding land uses.

2. The sign program provides a compatible and harmonious design between advertising, landscaping, and building design:

The proposal will result in the implementation of one comprehensive master sign program for the Campus, integrating prior City and County approvals into a unified messaging system, while marrying the use of modern sign and graphic designs

with the need to convey important visitor and patient information. These proposed wayfinding elements also meet the requirements of the UVSP, which is intended to operate as a pedestrian oriented mixed use commercial/ residential district within the City. The proposed MSP will enable the Applicant to add visual elements to the Campus that are vibrant and visually interesting in keeping with the goals of the General Plan. The proposed replacement signage is an enhancement over existing signage since new signs include a uniquely designed logo, vibrant colors that provide a visual contrast against the earth tone color of existing buildings, and the use of an appealing color scheme in ground mounted signs that adds an interesting visual element within the UVSP while also providing pedestrian wayfinding within a large medical campus. The proposed MSP also uses appropriate sign proportions given the large mass and scale of existing buildings in the Campus as depicted in Attachment 3. Therefore, the proposed Master Sign Program will provide a compatible and harmonious design between advertising, landscaping, and building design.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve SDPM/MSP No. 7-18-4264 subject to the following conditions of approval:

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: the project applicant, Signtech, and the owners(s) Memorial Health Services and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in these conditions of approval, it shall collectively refer to the Site Development Permit Major and Master Sign Program approved by the City of Laguna Hills Planning Agency pursuant to Site Development Permit Major and Master Sign Program No. 7-18-4264.
3. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the Project, as modified by these Conditions of Approval, including but not limited to the following: application form (submitted July 25, 2018), Letter of Justification (dated June 12, 2019), and Master Sign Program (dated July 15, 2019).
4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative

dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

5. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the City of Laguna Hills.
7. This Permit shall not become effective unless and until the Applicant provides written acknowledgment to the Community Development Director that they have received a copy of, and accepted these conditions of approval. The signed acknowledgment and approval must be provided to the City prior to the final approval of this Permit.
8. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exaction imposed on this project through the conditions of approval has begun.
9. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit, prior to the approval of this Permit.
10. Prior to approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.
11. This Permit is valid for a period of two years from the date of final determination. If the project approved by this Permit is not established within such a period of time, this approval shall be terminated and shall be null and void.

12. Except as provided by this Permit, all signs shall comply with Chapter 9-42 of the Laguna Hills Municipal Code and shall be maintained to prevent deterioration and disrepair.
13. All signs shall comply with the lighting requirements in Chapter 9-42.060 of the Laguna Hills Municipal Code.
14. If OSHPD review results in required changes to any signage in the MSP, updated exhibits shall be reviewed and approved by the Community Development Director prior to issuance of Building Permits for signage.

PASSED, APPROVED, AND ADOPTED this 10th day of September, 2019.

DON SEDGWICK, CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2019-09-10-X adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 10th day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment 2

Letter of Justification





June 12, 2019

Kevin Parker
Assistant Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Letter of Justification - SDPM/MSP 7-18-4264
24411, 24421, & 24451 Health Center Drive, Laguna Hills, CA 92653

The project consists of rebranding the property with new signage, which is part of a much larger MemorialCare rebranding program. The rebranding program was implemented so various sites and services across the MemorialCare locations would be consistent and recognizable.

The sign plan adheres as closely as possible to the sign criteria required by the Laguna Hills Development Code. Identification signs 1 and 2 deviate from 9-42.090 greater than 400 sf. The deviations consist of a small increase in sign area from the existing approvals, primarily from the change in text from "Saddleback Memorial Medical Center" to "MemorialCare Saddleback Medical Center." The addition of the word "Care" to MemorialCare, is the primary difference between the existing and proposed signage text. The existing logo and new logo remain close in size. The new signage offers the full name of the facility with the MemorialCare logo to guide the public to the hospital and medical facility.

The findings for this project are addressed by the Master Sign Program submitted with this application.

1. That the design and application of the sign criteria required by the Laguna Hills Development Code are satisfied by the proposed sign plan. The MSP shows the sign criteria applied to each building/area and provides insight into the overall rationale behind the recommended signage. In the Sign Legend, each sign is detailed with the dimensions and sign area. The new identification signage will allow for increased long distance visibility to assist in locating the buildings.
2. That the sign plan provides a compatible and harmonious design between advertising, landscaping and building design. In the MSP, the new signage as placed on the buildings is compatible with the architecture and building design. The signs are designed in full color and internally illuminated for nighttime visibility. This branding is consistent across the MemorialCare locations and advertising.

We are excited to implement this new plan. Thank you.

Lauren Van Malsen
Project Manager

Attachment 3

Master Sign Program





Master Sign Program | 05.28.19 | Revised 7.15.19

MEMORIALCARE SADDLEBACK MEDICAL CENTER

24411, 24421 & 24451 HEALTH CENTER DRIVE, LAGUNA HILLS, CA 92653

APN: 621-141-33 and 621-141-34

SDPM/MSP 7-18-4264
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Table of Contents - Master Sign Program

Project Standards

Project Statement.....2
Project Description.....2
General Specifications.....3
Prohibited Signs.....3
Additional Notes.....4
Square Footage Calculation Example.....5
Material Finishes, Logos, Typography6

Exterior Sign Plan

Site Plans.....7
Sign Legend.....8-9
Sign Elevations and Details.....10-74

PROJECT STATEMENT

MemorialCare has been an integral healthcare provider to the Laguna Hills community for over forty years. They have been continually honored for exceptional medical expertise that offers high quality, compassionate care for patients and families at every stage of their lives.

This project is part of a much larger rebranding program and MemorialCare is excited to bring their new approach and look to the Laguna Hills community. The rebranding program was implemented so that the various sites and services across their locations would be consistent and recognizable.

MemorialCare also understands the initiative needs to work in harmony with the architecture, environment and community it serves. We also understand that messaging needs to be clear, clean and concise to provide the best visibility for its visitors.

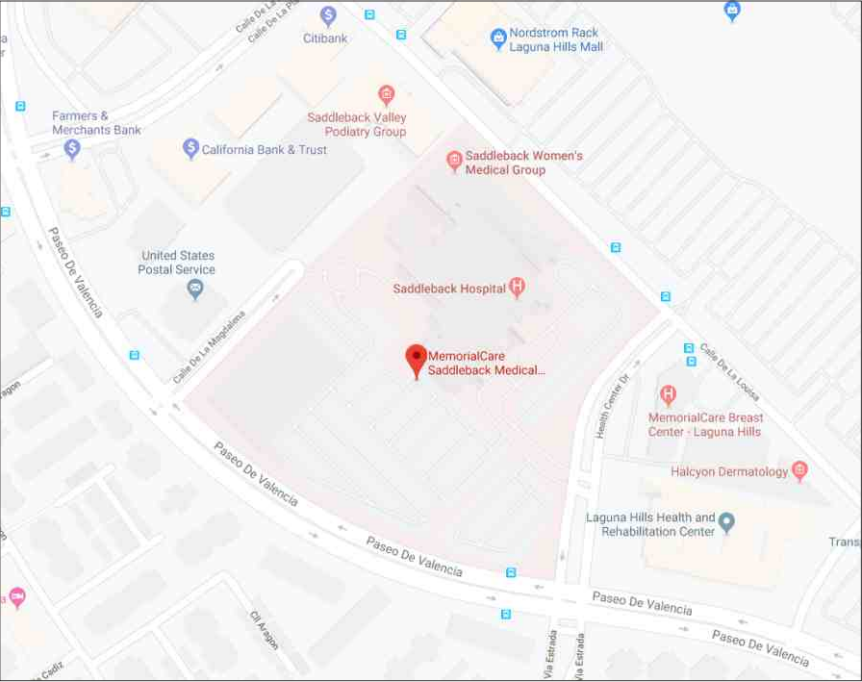
The following Master Sign Plan defines the proposed exterior branding changes to be implemented to bring this facility up to the same standards being applied across the Orange County locations . We are excited to share this new plan with you.

PROJECT DESCRIPTION

The MemorialCare Saddleback Medical Center located at 24411, 24421 & 24451 Health Center Drive, Laguna Hills, CA 92653 is a full service healthcare facility that provides preventative, clinical and emergency services. Also included in the campus is a Women’s Hospital with an intensive care unit. Primary frontages face Health Center Drive and Paseo De Valencia. Primary access to the site is through vehicular entrances from both roads. Parking for the building includes the campus lots and parking structure.

Signage defined in this Master Sign Plan was designed to provide ease of building and site identification, as well as, safe and clear wayfinding for emergency vehicles, patients and visitors.

Vicinity Map



Attachment: Attachment 3- Master Sign Program (1930 : Site Development Permit/Master Sign Program No. 7-18-4264 (MemorialCare))

GENERAL SPECIFICATIONS

1. GENERAL REQUIREMENTS

Professional symbol logos, used either with or without accompanying letters, are permissible. All colors of exterior signs and logos are allowed unless specifically prohibited in the Prohibited Signs section of this document.
Locations for all signs are specified in these documents.

2. BUILDING SIGNAGE

All exterior building signage must consist of individual letters, fabricated from aluminum and may be face, halo or light fixture illuminated. Face and Halo Illumination light sources must consist of low voltage light emitting diodes (LED). All electrical components must be concealed, but accessible for service. Raceways (5" deep or less) are allowed if access dictates them and as approved by the building owner / agent. In the case of secondary and tertiary signs, sign elements may consist of dimensional lettersets (up to 2" depth) or plate lettersets (up to 1/2" depth) These elements may be mounted flush to the building or stud mounted extending from the wall up to 1" if desired.

Identification Wall Signs - An identification sign provides the nature, logo, trademark, or other identifying symbol on a building. Typically placed at the top of the building.

Wall Signs - Wall signs are fastened to a wall of a building or structure.

3. DIRECTIONAL SIGNS

Directional Signs provide messages, principally for pedestrian or vehicular traffic to help guide people to their destination.
Due to the scale and setback of the building extensive wayfinding is required.

4. MONUMENT SIGNS

Monument Signs are freestanding low profile signs for identification of the building or business.

PROHIBITED SIGNS

- 1. Sign cabinets with plastic faces; either illuminated or not.
- 2. Permanent signs attached to windows that take up more than 20% of the window area.
- 3. Exterior flat cut out plastic or wood letters.
- 4. Vehicle signs or graphics, other than on vehicles in regular use for pickup or delivery service.
- 5. A-Frame or temporary freestanding signs.
- 6. Animated, flashing or motion signs of any kind.
- 7. Signs or graphics painted onto the building walls.
- 8. Exposed neon, light strips, LED lights or bulbs.
- 9. Billboards or super graphics.
- 10. Balloons or inflatable objects intended to attract or advertise a product or service.
- 11. Low density foam products cut into letters or shapes.
- 12. Hi-gloss reflective paint or mirror finishes.
- 13. Changeable copy signs.
- 14. Audible signs or devices of any type.
- 15. Temporary banners, except as allowed by city codes pertaining to such.

ADDITIONAL NOTES

This sign plan adheres as closely as possible to the sign criteria required by the Laguna Hills Development Code. It should be noted to meet the needs defined above, some signs exceed the height and quantity of colors allowed within the standard code. Being a medical facility, there is an elevated need for scale and brand identity when public safety is considered. It is common to have arriving visitors who are elderly, have limited mobility, limited sight and arrive under distress. Providing easily identifiable signage and messaging assists visitors who may have a more difficult time identifying their destination and wayfinding.

Identification signs 1 and 2 deviate from 9-42.090 greater than 400 SF. These signs provide facility and brand recognition to guide the public to the medical facility. The increase in size is required to accommodate the new logo, changing from a logo symbol only to MemorialCare + Logo. The new signage offers the full name of the facility with the MemorialCare logo to easily identify the hospital and medical facility. The signs are compatible with the building architecture and design.

For signs under OSHPD jurisdiction, OSHPD approval shall be received prior to installation of signs under their authority.

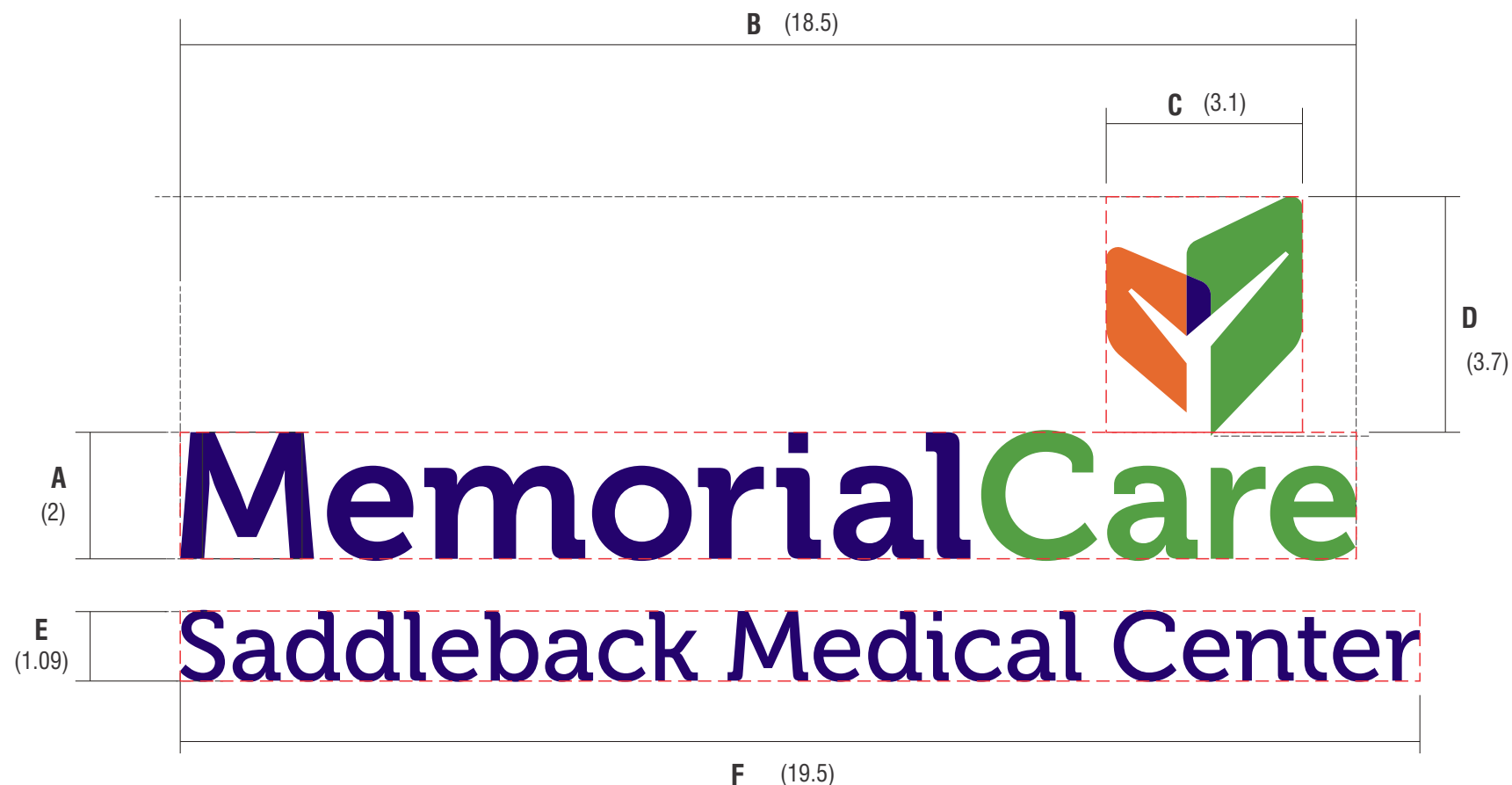
Exempt signs as defined by section 9-42.270 of the Laguna Hills Municipal Code are not included in the Master Sign Program.

The sign plan replaces existing signs previously approved by the county. Although the square footage of the new sign may show an increase over the existing sign, the overall signage on an elevation is consistent with branding, the building architecture, and public wayfinding.

FINDINGS

- 1. That the design and application of the sign criteria required by the Laguna Hills Development Code are satisfied by the proposed sign plan. The MSP shows the sign criteria applied to each building/area and provides insight into the overall rationale behind the recommended signage. In the Sign Legend, each sign is detailed with the dimensions and allowable square footage. The new identity signage will allow for increased long distance visibility to assist in locating the buildings.
- 2. That the sign plan provides a compatible and harmonious design between advertising, landscaping and building design. In the MSP, the new signage as placed on the buildings is compatible with the architecture and building design. The signs are designed in full color and internally illuminated for nighttime visibility. This branding is consistent across the MemorialCare locations and advertising.

SIGN SQUARE FOOT AREA CALCULATION METHOD (EXAMPLE)



CALCULATION:

$$(A * B) + (C * D) + (E * F) = \text{TOTAL SQ FT}$$

$$(2 * 18.5) + (3.1 * 3.7) + (1.09 * 19.5) = 37 + 11.4 + 21.25 = 69.6 \text{ SQ FT}$$



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MEMORIALCARE

Saddleback Memorial Medical Center
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Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 74

Project Logos



Saddleback Medical Center

Project Typography

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
0 1 2 3 4 5 6 7 8 9

Mueso500 - Regular

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
0 1 2 3 4 5 6 7 8 9

Mueso Sans_ 700

Material Finishes



M1
Translucent white acrylic #2447 - Plaskolite



M2
Translucent white acrylic # 7328



M3
Panaflex

Paint Colors and Vinyls



P1
Memorial Care Eggplant - MP75937 R168308



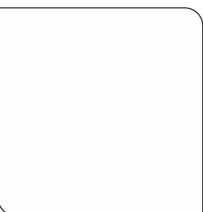
P2
Memorial Care Green - MP76520 R168308



P3
Memorial Care Orange- MP89932 R168773



P4
Memorial Care Emergency Red- MP73249 R168308 over MP55898



P5
Memorial Care White- MP11477 R168308



P6
Memorial Care Silver- MP18099 R168593

V1
Memorial Care Eggplant - 3M 180-38 - Opaque 3M 3630- 87 -Translucent 3M Dual Color DN00471- Opaque/ Translucent

V2
Memorial Care Green - 3M 180-196 - Opaque 3M 3630 -136- Translucent

V3
Memorial Care Orange - Digitally Printed to match PMS 7578 - Opaque 3M 3630-44 Orange- Translucent

V4
Memorial Care Emergency Red- 3M 180C-13 Tomato Red- Opaque 3M 3630-44 - Translucent 3M 680 -72- Reflective

V6
Memorial Care White - 3M 7725 -10 White- Opaque White - 3M 3630-33 - Translucent 3M 680-10 White- Reflective

Note: Provide a satin clear coat to all paint finishes



	WALL SIGN
	MONUMENT SIGN
	DIRECTIONAL SIGN
	IDENTIFICATION WALL SIGN

AERIAL VIEW

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SIGN LEGEND

IDENTIFICATION WALL SIGN

WALL SIGN

DIRECTIONAL SIGN

MONUMENT SIGN

4.5.1.c

SIGN #	PAGE #	EXISTING							PROPOSED							
		ILLUMINATED?	SIGN TYPE	H x W				SIGN AREA	ILLUMINATED?	SIGN TYPE	H x W				SIGN AREA	BLDG PERMIT?
1	10-11, 13	N	IDENTIFICATION WALL SIGN	8.3*8.3	3.1*31	3.1*30.2	2.5*49	307.2	Y	IDENTITY SIGN	9.4*7.7	5*46.4	2.5*49	426.8	Y	
2	12-14	N	IDENTIFICATION WALL SIGN	8*8		3*62		250	Y	IDENTITY SIGN	4.6*43.3	8.8*7.2	2.5*45.6	376.4	Y	
3	15-16	Y	WALL SIGN	2.1*25				52.5	Y	WALL SIGN	2 X 27.3				54.6	Y
4	17, 19	N	WALL SIGN	3*3		2.2*45.5		109.1	N	WALL SIGN	2.2 X 47.8				105.1	N
5	20-22	N	WALL SIGN	5*5	1.5*9.5	1.5*8.1	.75*6.6	56.3	N	WALL SIGN	1.5*13.9	2.8*2.3	0.8*14.6	38.8	N	
6	23-24	N	WALL SIGN	4*4	2*14	2*11.8	1*14	81.6	N	WALL SIGN	2.0*18.5	3.7*3.1	1.1*19.5	69.8	N	
7	25-26	N	WALL SIGN	0.6*0.6		0.6*17.1	0.6*0.6	10.9	N	WALL SIGN	0.6*11.3				6.7	N
8	18-19	N	WALL SIGN	3*3		2.2*45.5		109.1	N	WALL SIGN	2.2 X 47.8				105.1	N
9	27-28	N/A	N/A	N/A				N/A	Y	WALL SIGN	2.2*19				41.8	Y
10	29, 31	N	WALL SIGN	1.0*8.2				8.2	N	WALL SIGN	1.0*8.4				8.4	N
11	30-31	N	WALL SIGN	1.0*8.2				8.2	N	WALL SIGN	1.0*8.4				8.4	N
12	32-33	N	WALL SIGN	1.0*10				10	N	WALL SIGN	1.0*8.4				8.4	N
13	34-35	N	WALL SIGN	1.0*8.2				8.2	N	WALL SIGN	1.0*8.4				8.4	N
14	36-37	N	WALL SIGN	6*6	2.1*20	2.1*20	2.1*20	151.5	N	WALL SIGN	2.5*23.2	4.7*3.8	1.3*23.8	1*14.8	121.5	N
15	38, 40	N	WALL SIGN	5*5				25	N	WALL SIGN	1.8*17	3.4*2.8	1.0*17.9	58	N	
16	39-40	N	WALL SIGN	5*5				25	N	WALL SIGN	1.8*17	3.4*2.8	1.0*17.9	59	N	
17	41-42	N	WALL SIGN	4*4	1.1*22.1	0.6*22.8		53.9	N	WALL SIGN	2*18.5		3.7*3.1		48.4	N
18	43-44	N	WALL SIGN	6*6	1.4*33.3	0.8*33.3		109.2	Y	WALL SIGN	2.5*23.2		4.7*3.8		75.8	Y
19	43, 45	N	WALL SIGN	0.8*19				15.2	N	WALL SIGN	1*10.1				10.1	N
20	43, 46	N	WALL SIGN	0.8*7				5.6	N	WALL SIGN	1*19.3				19.3	N
21	47-49, 53	Y	DIRECTIONAL SIGN	7.4*5.3				39.2	Y	DIRECTIONAL SIGN	7.4*6.1				45.1	Y
22	50-53	Y	DIRECTIONAL SIGN	7.4*5.3				39.2	Y	DIRECTIONAL SIGN	7.4*6.1				45.1	Y
23	54-55, 60	N	DIRECTIONAL SIGN	5.8*4				31.2	N	DIRECTIONAL SIGN	4*2.6				10.4	Y
24	56-57, 60	N	DIRECTIONAL SIGN	5.5*4				22	N	DIRECTIONAL SIGN	4*2.6				10.4	Y
25	58-60	N	DIRECTIONAL SIGN	5.5*4				22	N	DIRECTIONAL SIGN	4*2.6				10.4	Y
26	61-63	N	DIRECTIONAL SIGN	6*4				24	N	DIRECTIONAL SIGN	6*3.9				23.4	Y
27	64, 68, 70	N/A	N/A	N/A				N/A	N	DIRECTIONAL SIGN	4*2.6				10.4	Y
28	65, 68, 70	N/A	N/A	N/A				N/A	N	DIRECTIONAL SIGN	4*2.6				10.4	Y
29	66, 69-70	N/A	N/A	N/A				N/A	N	DIRECTIONAL SIGN	4*2.6				10.4	Y
30	67, 69-70	N/A	N/A	N/A				N/A	N	DIRECTIONAL SIGN	4*2.6				10.4	Y
31	71-72	N	MONUMENT SIGN	3.5*3.5	1*27.5	0.4*12.1		44.5	N	MONUMENT SIGN	1.5*13.9	2.8*2.3	0.8*14.6	38.8	N	
32	73-74	N	MONUMENT SIGN	2.7*2.7	1.2*10	1.2*8.5	.6*10	.5*10.2	40.5	N	MONUMENT SIGN	1.0*9.2	1.8*1.5	0.5*11.0	17.4	N
			TOTAL EXISTING SIGNS	35		TOTAL SQ FT		1847.3		TOTAL PROPOSED SIGNS	32		TOTAL SQ FT		1892.4	



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MEMORIALCARE

Saddleback Memorial Medical Center
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Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:
project ID: MEMORIALCARE_MC0005_

EXISTING SIGNS TO BE REMOVED AND NOT REPLACED										
SIGN #	PAGE #	EXISTING				PROPOSED				
		ILLUMINATED?	SIGN TYPE	H x W	SIGN AREA	ILLUMINATED?	SIGN TYPE	H x W	SIGN AREA	BLDG PERMIT?
33	27	Y	WALL SIGN	1.3 X 10	13	N/A	N/A	N/A	N/A	N/A
34	20	N	WALL SIGN	5 X 5	25	N/A	N/A	N/A	N/A	N/A
35	N/A	N	WALL SIGN	5 X 5	25	N/A	N/A	N/A	N/A	N/A
36	N/A	N	WALL SIGN	5 X 5	25	N/A	N/A	N/A	N/A	N/A
37	N/A	N	WALL SIGN	5 X 5	25	N/A	N/A	N/A	N/A	N/A
38	N/A	N	WALL SIGN	5 X 5	25	N/A	N/A	N/A	N/A	N/A
39	38	N	WALL SIGN	5 X 5	25	N/A	N/A	N/A	N/A	N/A
40	39	N	WALL SIGN	5 X 5	25	N/A	N/A	N/A	N/A	N/A

IDENTIFICATION WALL SIGN

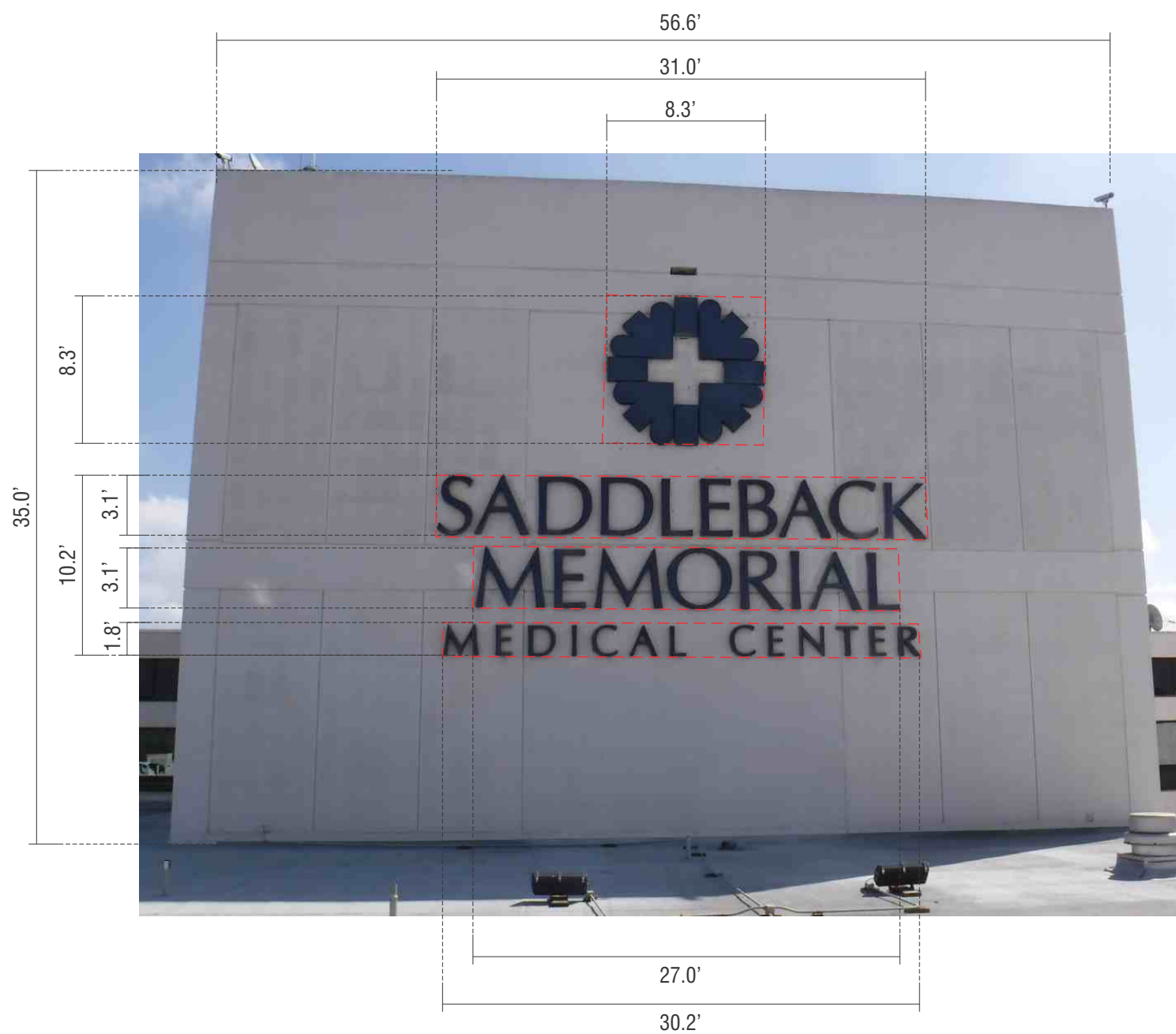
WALL SIGN

DIRECTIONAL SIGN

MONUMENT SIGN

SIGN MASTER PLAN SUMMARY

SIGN AREA		SF	SIGN QUANTITY	
CURRENT SMP		1847.3	CURRENT SMP	35
PROPOSED SMP		1892.4	PROPOSED SMP	32

**EXISTING CONDITIONS****SCALE: 1/8"=1'-0"**

$$(8.3 \times 8.3) + (3.1 \times 31) + (3.1 \times 30.2) + (1.8 \times 27) = 68.9 + 96.1 + 93.6 + 48.6 = 307.2 \text{ SQ FT}$$

1**PROPOSED SIGNAGE****SCALE: 1/8"=1'-0"**

$$(5 \times 46.4) + (9.4 \times 7.7) + (2.5 \times 49) = 232 + 72.3 + 122.5 = 426.8 \text{ SQ FT}$$

- OSHPD APPROVAL REQUIRED.

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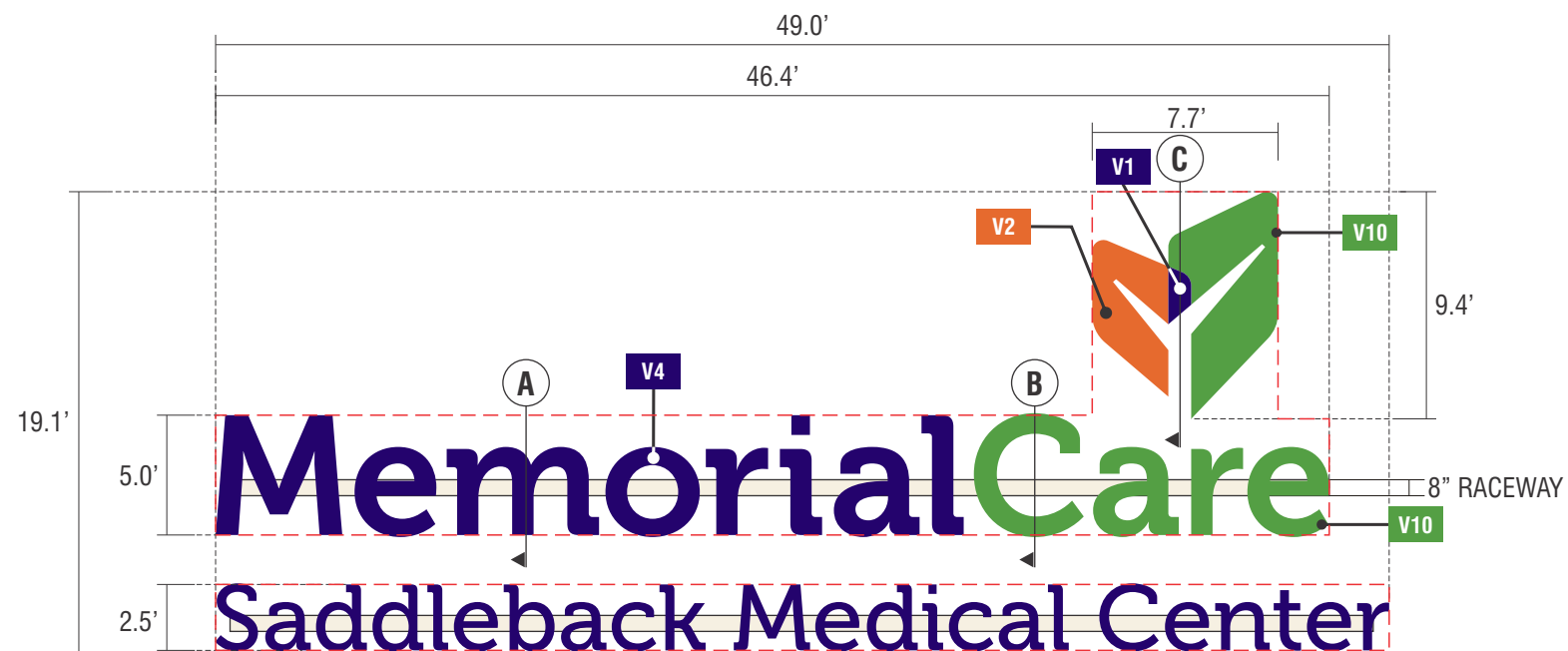
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 79



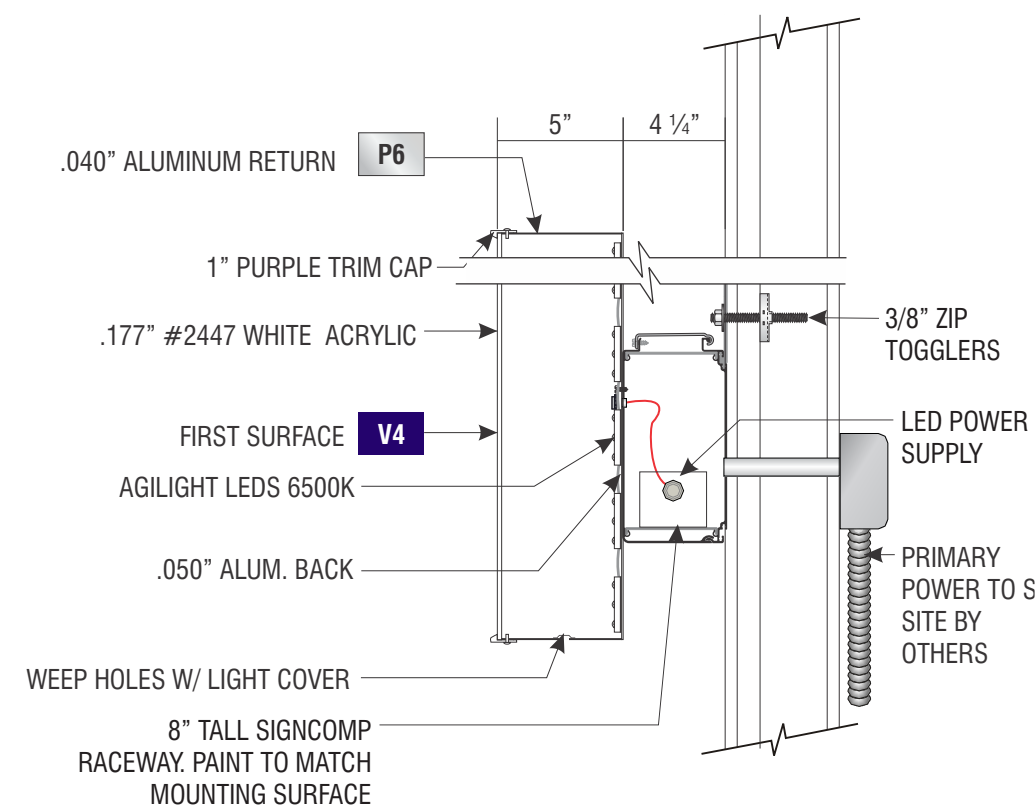
FRONT VIEW

SCALE: 1/8" = 1'-0"

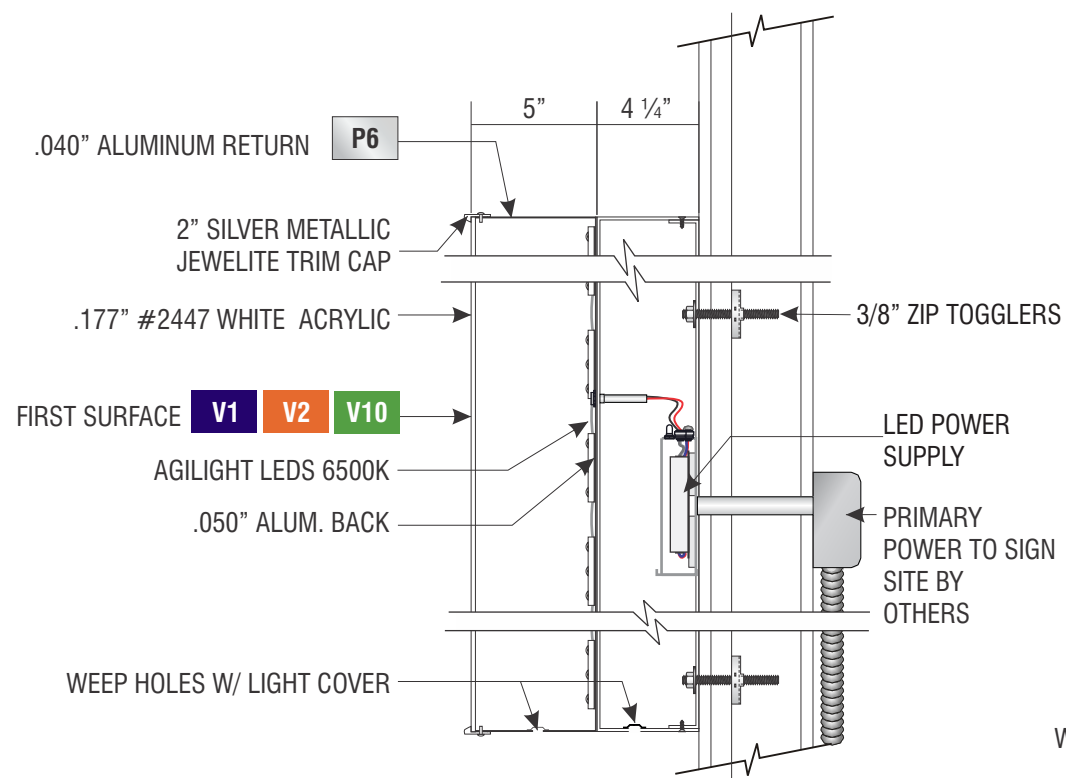
SQ. FT.: 426.8



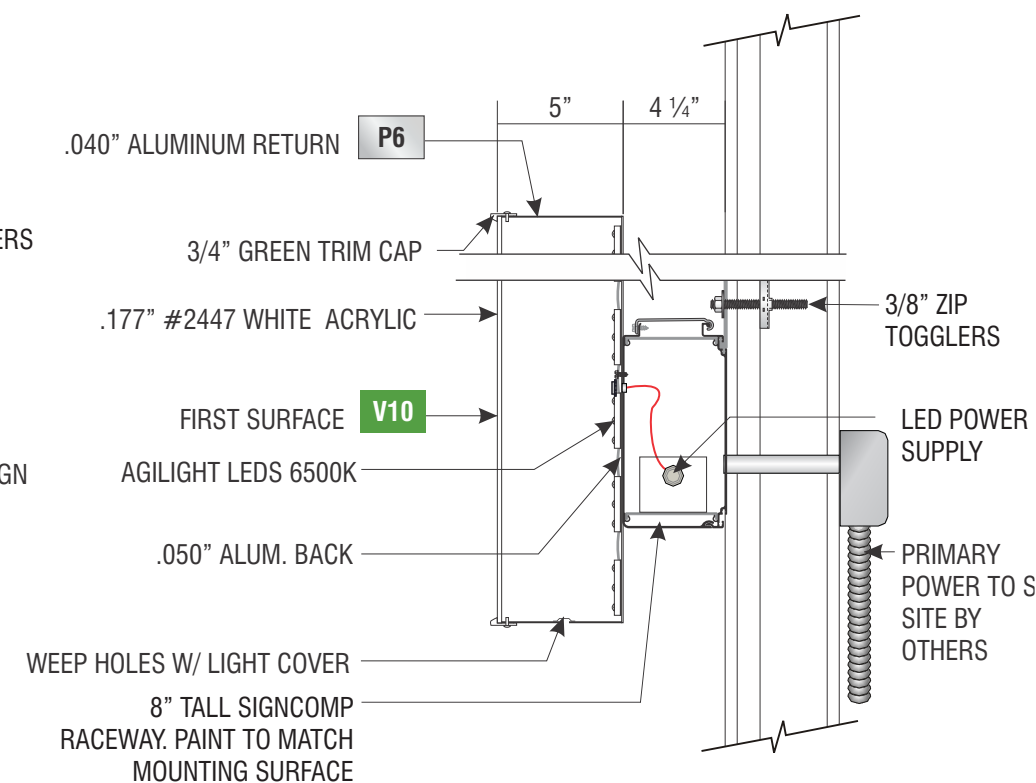
NIGHTVIEW



A EGGPLANT LETTER SECTION
SCALE: 1 1/2" = 1'-0"



C LOGO SECTION
SCALE: 1 1/2" = 1'-0"



B GREEN LETTER SECTION
SCALE: 1 1/2" = 1'-0"

1	SIGNTYPE	MC-LIF-E-60-ST-RW	MC-SMC-LIF-E-33-RW
----------	-----------------	--------------------------	---------------------------

MANUFACTURE AND INSTALL ONE (1) SET OF INTERNALLY ILLUMINATED FACILIT CHANNEL LETTERS & LOGO W/ RACEWAYS

UL APPROVED

TRANSLUCENT VINYL	PAINT
V1 EGGPLANT - (2) LAYERS 3M #3630-87 TRANSLUCENT ROYAL BLUE VINYL	P6 PRE-FINISHED RETURNS: SILVER - MATTHEWS #MP18099 R168593 WITH SATIN FINISH
V2 ORANGE - 3M#3630-44 TRANSLUCENT ORANGE VINYL	PX SPACERS: PAINTED TO MATCH WALL COLOR
V4 DUAL COLOR EGGPLANT - 3M DUAL COLOR #DN00471	
V10 GREEN - (2) LAYERS 3M #3630-136 TRANSLUCENT GREEN VINYL	



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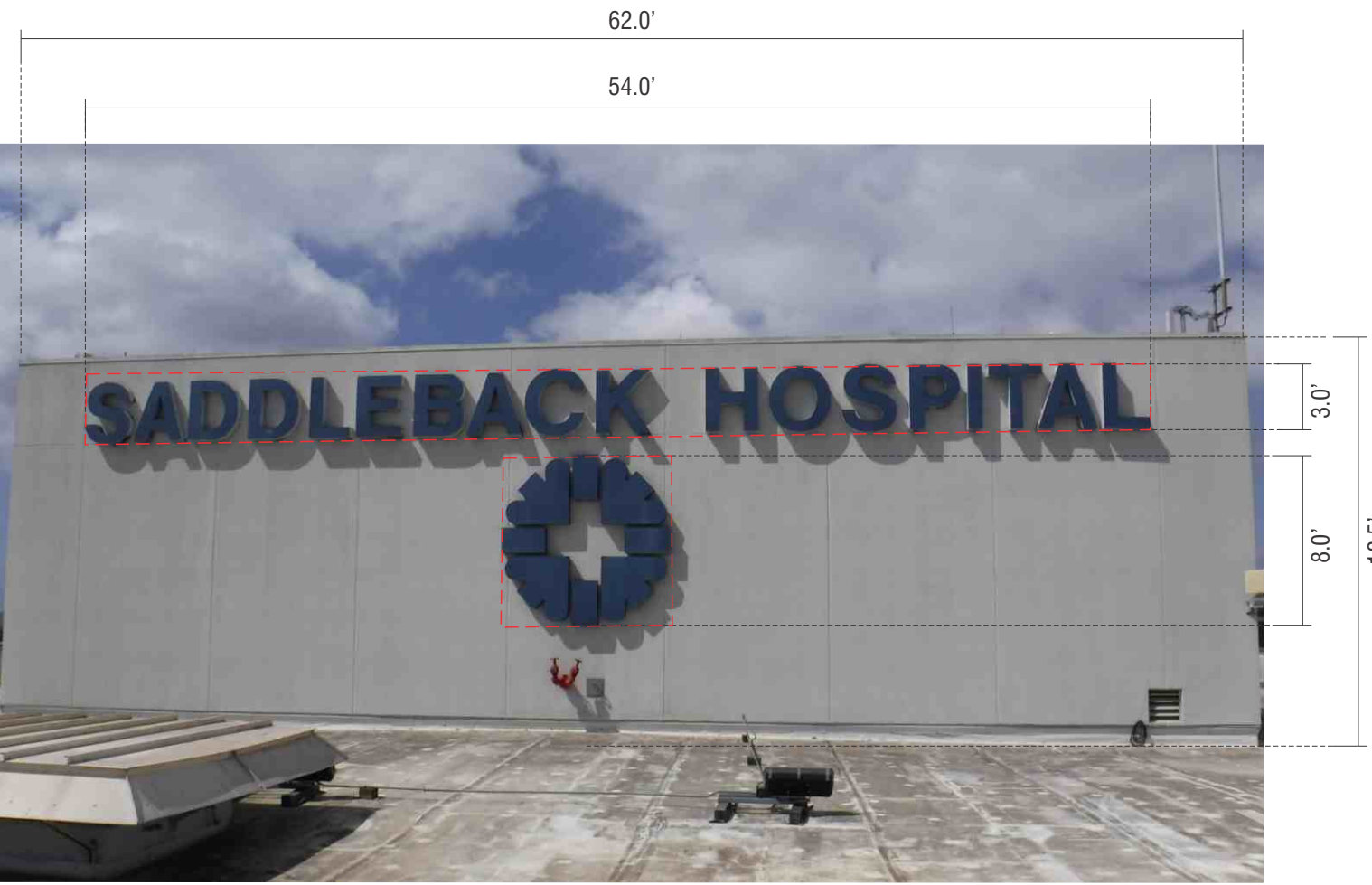
Sales: Art Navarro
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Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 80



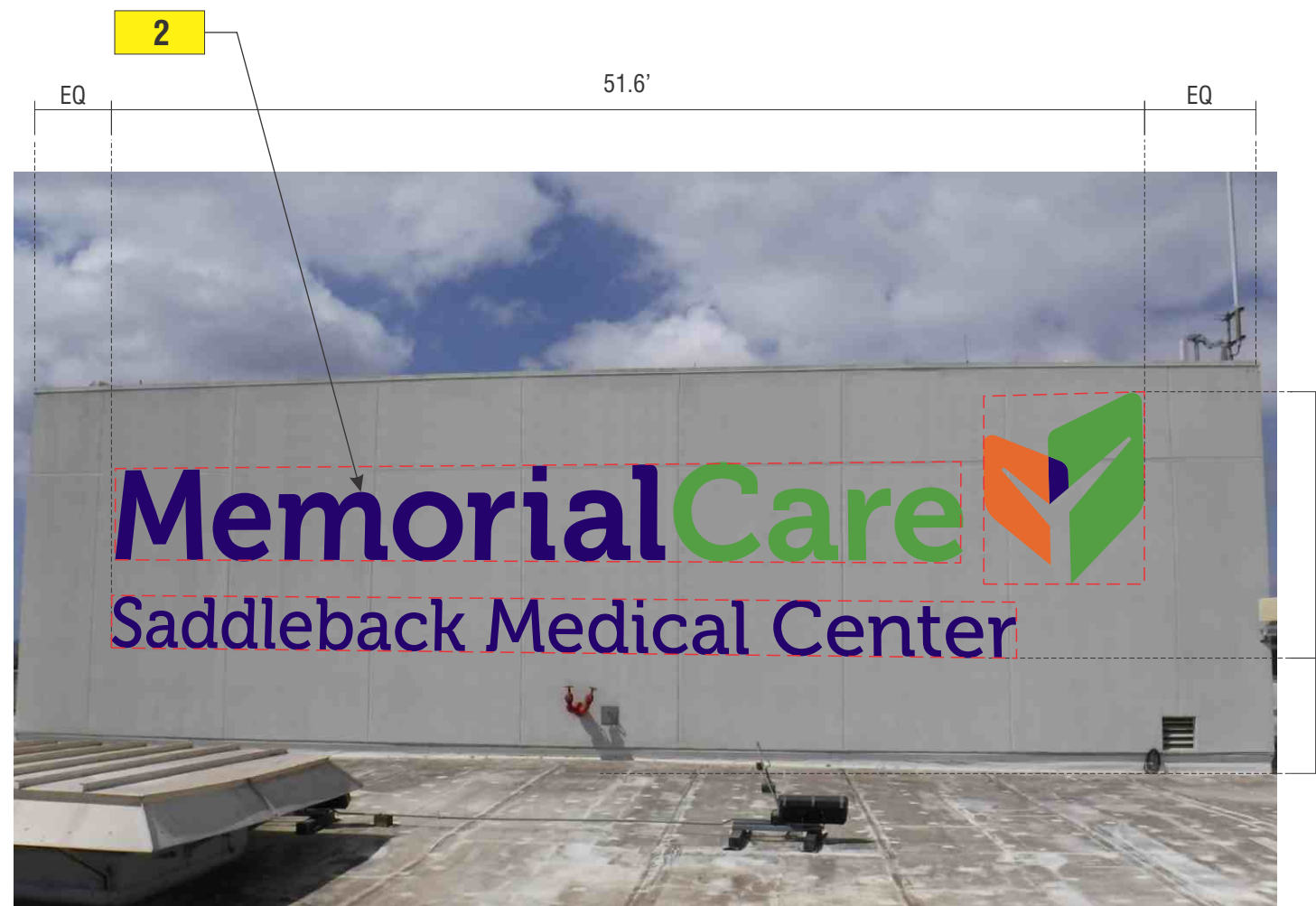
$(8 \times 8) + (3 \times 62) = 64 + 186 = 250 \text{ SQ FT}$



$(4.6 \times 43.3) + (8.8 \times 7.2) + (2.5 \times 45.6) = 199.1 + 63.3 + 114 = 376.4 \text{ SQ FT}$

AGREGATE SQUARE FOOTAGE

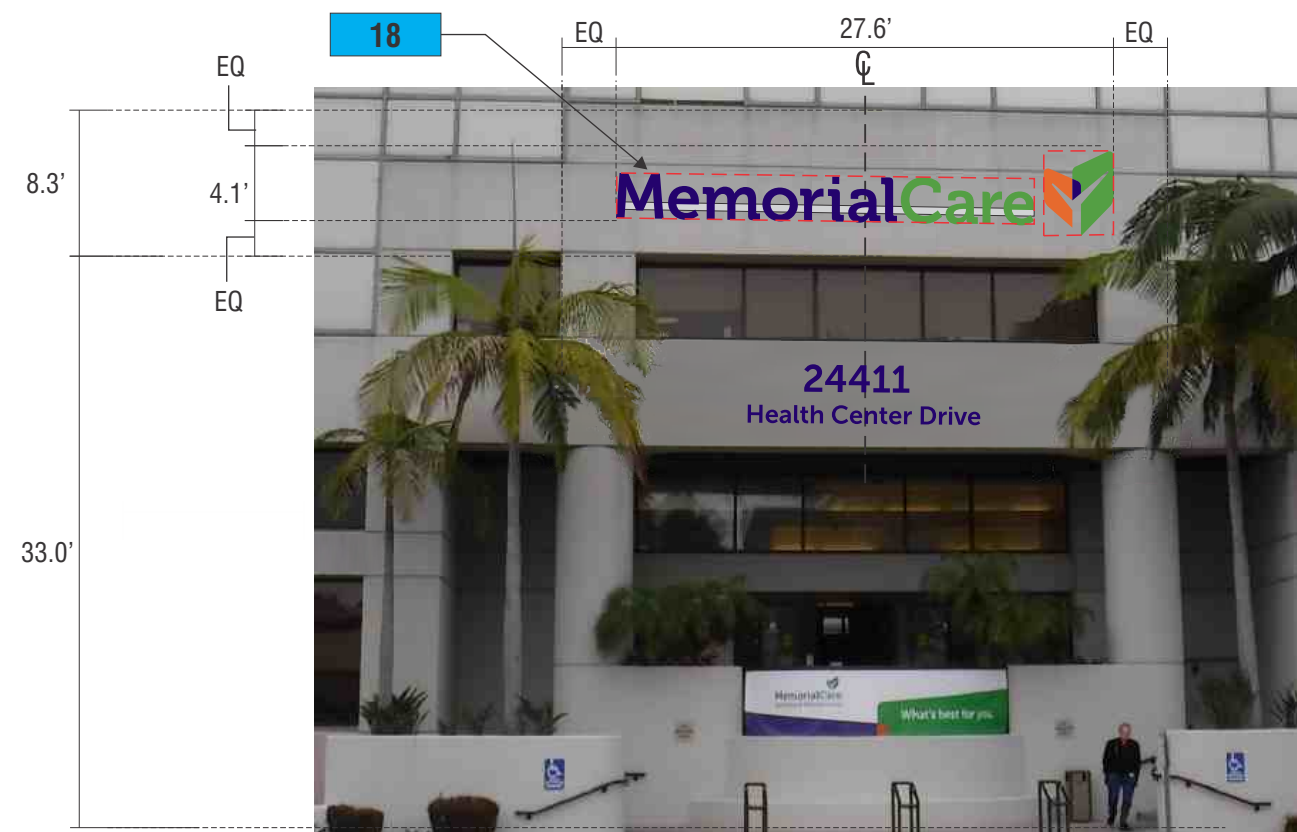
TOTAL SQ FT: 452.2



PROPOSED CONDITIONS

SCALE: 1/8" = 1'-0"

SQ. FT.: 376.4



PROPOSED CONDITIONS

APPROX. SCALE: 3/32" = 1'-0"

SQ. FT.: 75.8



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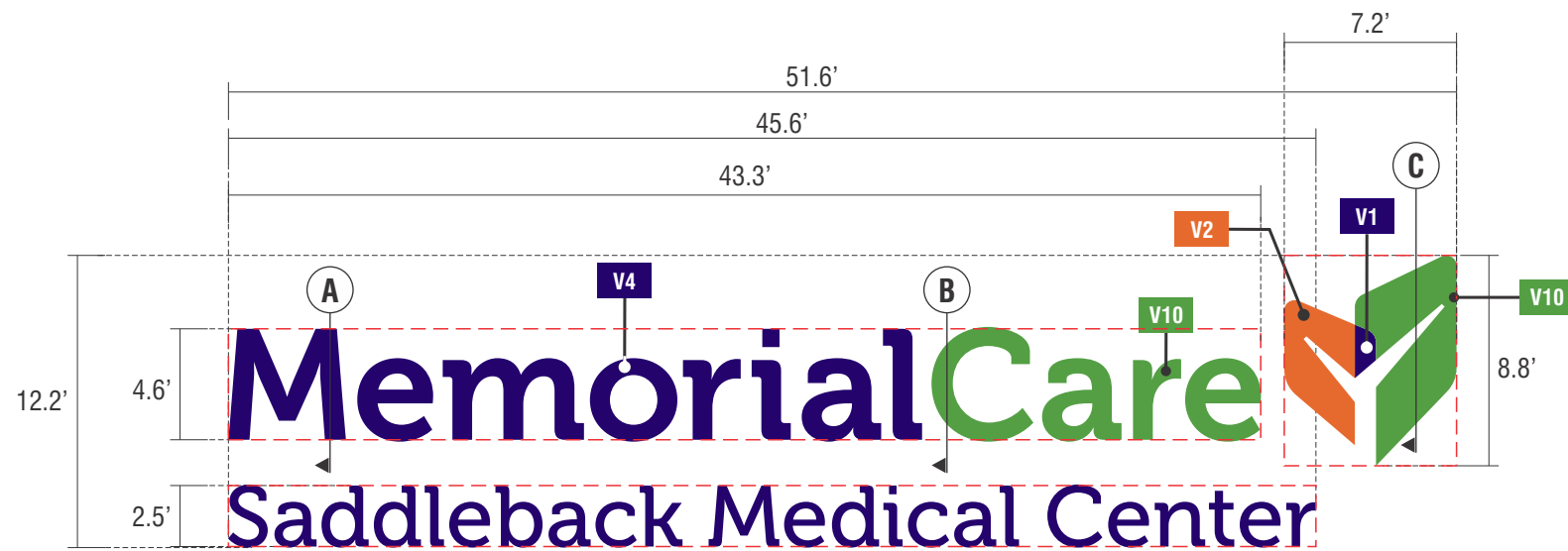
Sales: Art Navarro
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Engineering:

drawing: 18-01062

quote:

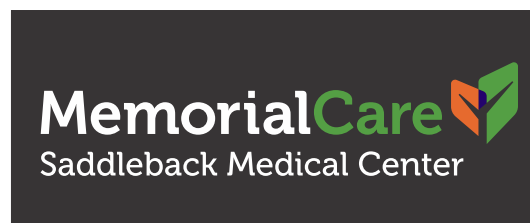
project ID: MEMORIALCARE_MC0005_

Packet Pg. 82



FRONT VIEW

SCALE: 1/8" = 1'-0"



NIGHTVIEW

U.L. APPROVED

SQ. FT.: 376.4

2 SIGNTYPE MC-LIF-E-56-H MC-SMC-LIF-E-30

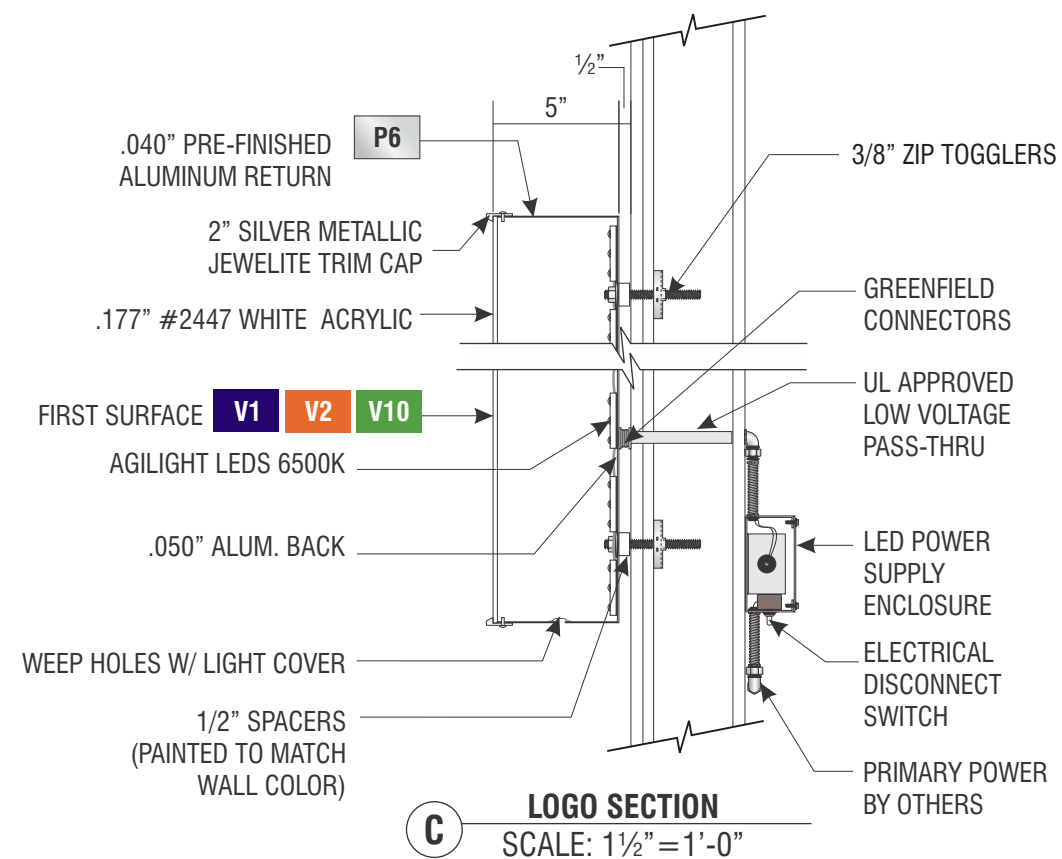
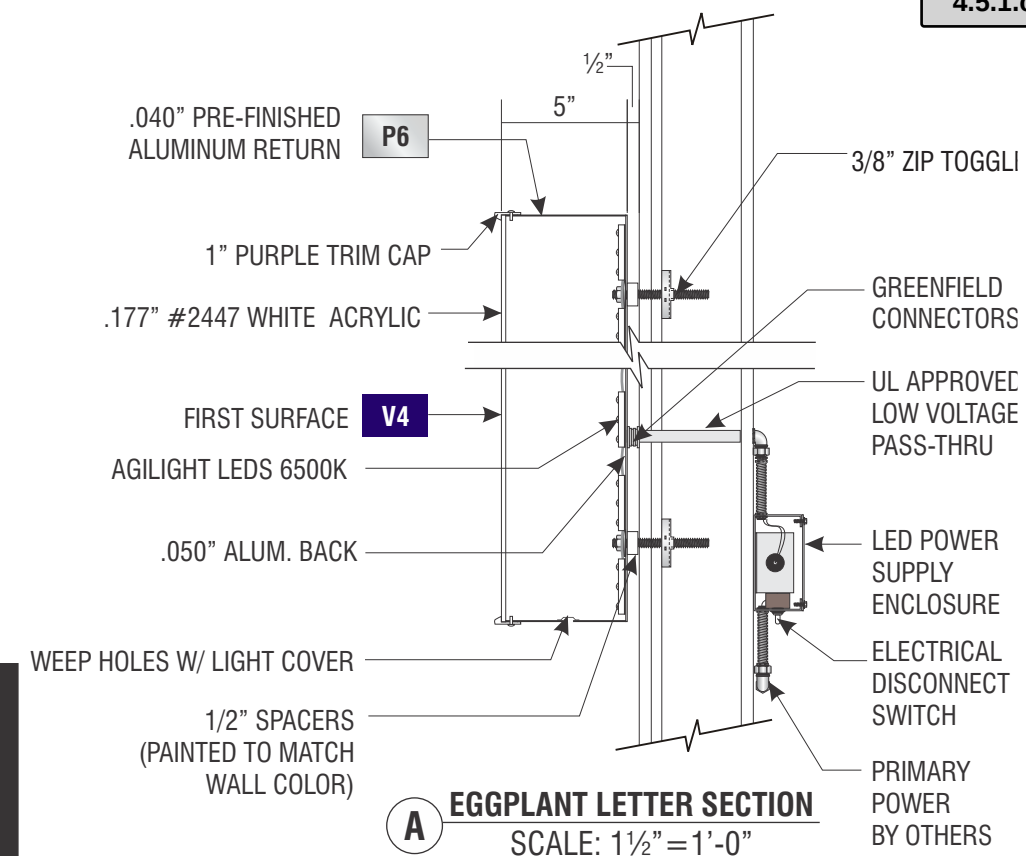
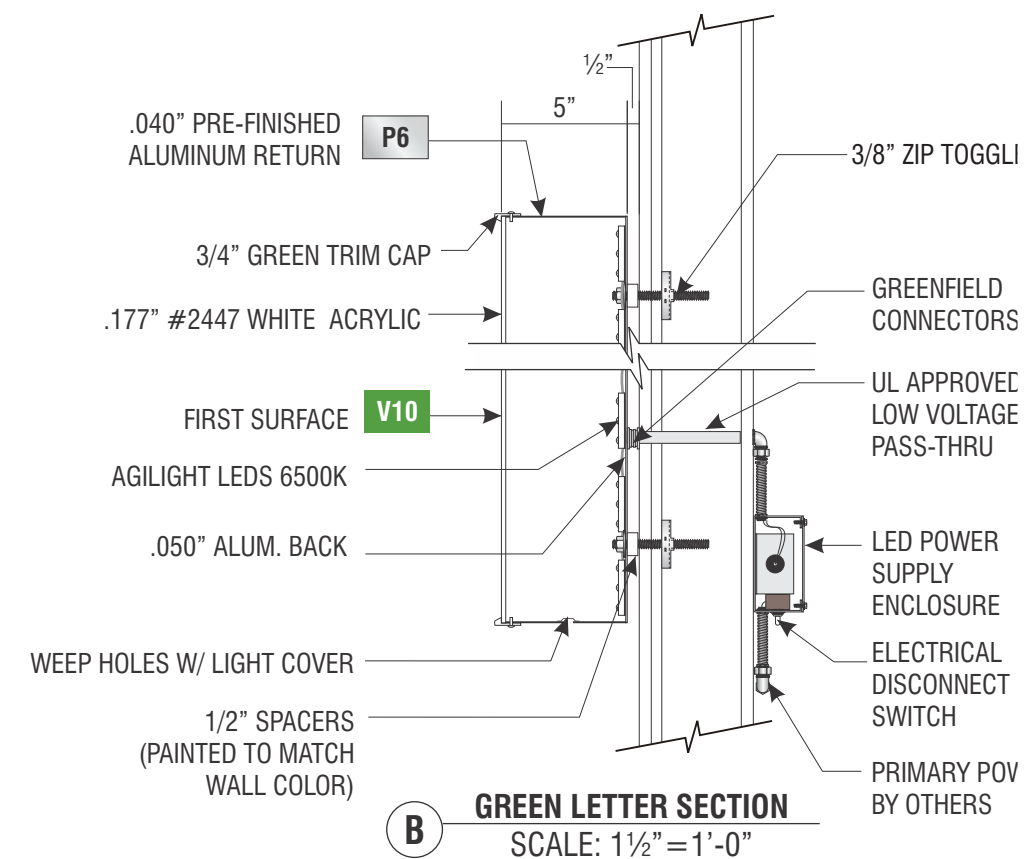
MANUFACTURE AND INSTALL ONE (1) SET OF INTERNALLY ILLUMINATED FACELIT CHANNEL LETTERS & LOGO

TRANSLUCENT VINYL

- V1** EGGPLANT - (2) LAYERS
3M #3630-87 TRANSLUCENT ROYAL BLUE VINYL
- V2** ORANGE -
3M #3630-44 TRANSLUCENT ORANGE VINYL
- V4** DUAL COLOR EGGPLANT -
3M DUAL COLOR #DN00471
- V10** GREEN - (2) LAYERS
3M #3630-136 TRANSLUCENT GREEN VINYL

PAINT

- P6** PRE-FINISHED RETURNS:
SILVER - MATTHEWS
#MP18099 R168593
WITH SATIN FINISH
- PX** SPACERS:
PAINTED TO MATCH
WALL COLOR

C LOGO SECTION
SCALE: 1 1/2" = 1'-0"A EGGPLANT LETTER SECTION
SCALE: 1 1/2" = 1'-0"B GREEN LETTER SECTION
SCALE: 1 1/2" = 1'-0"

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MEMORIALCARE

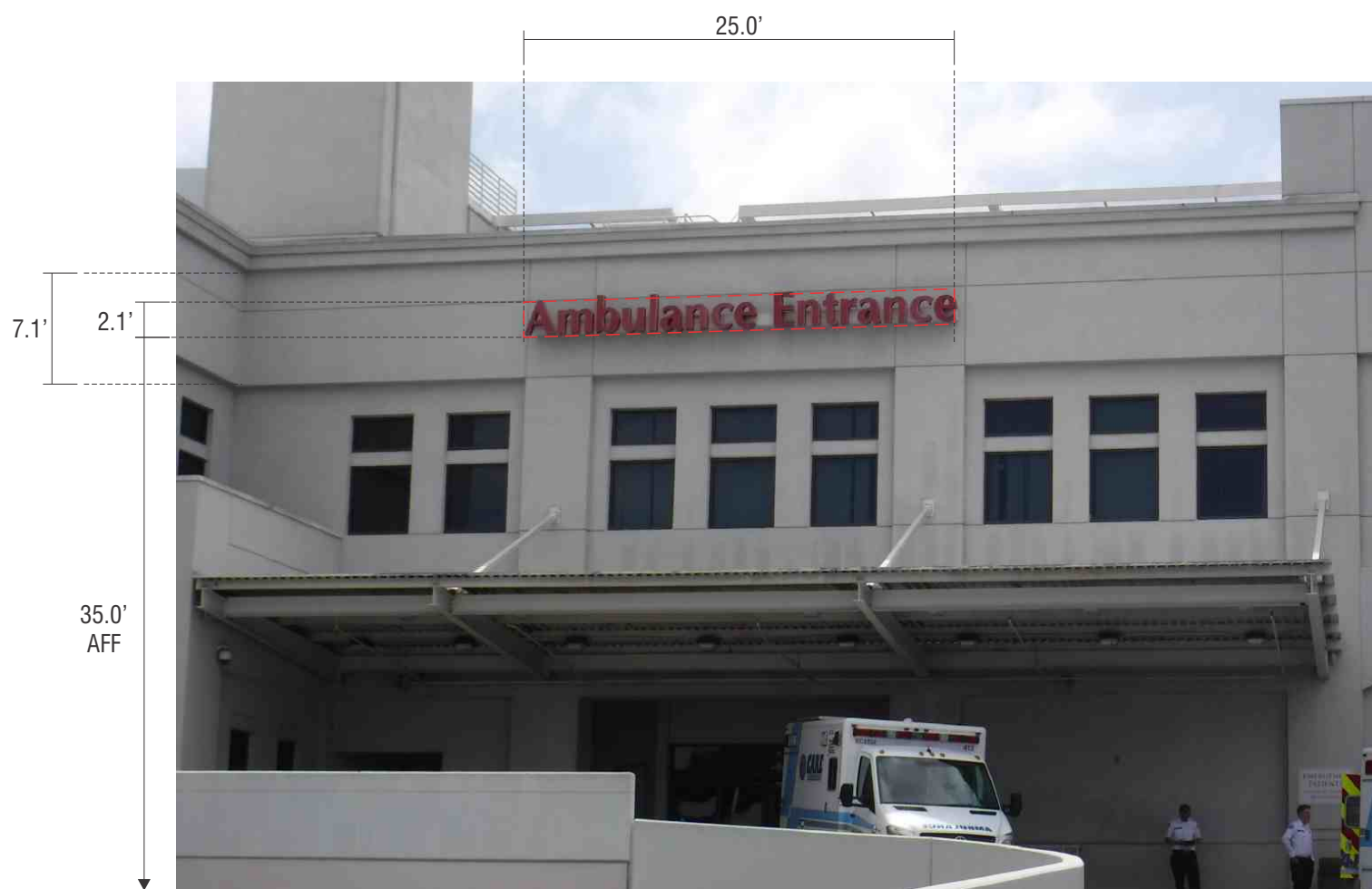
Saddleback Memorial Medical Center
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Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062
quote:
project ID: MEMORIALCARE_MC0005_

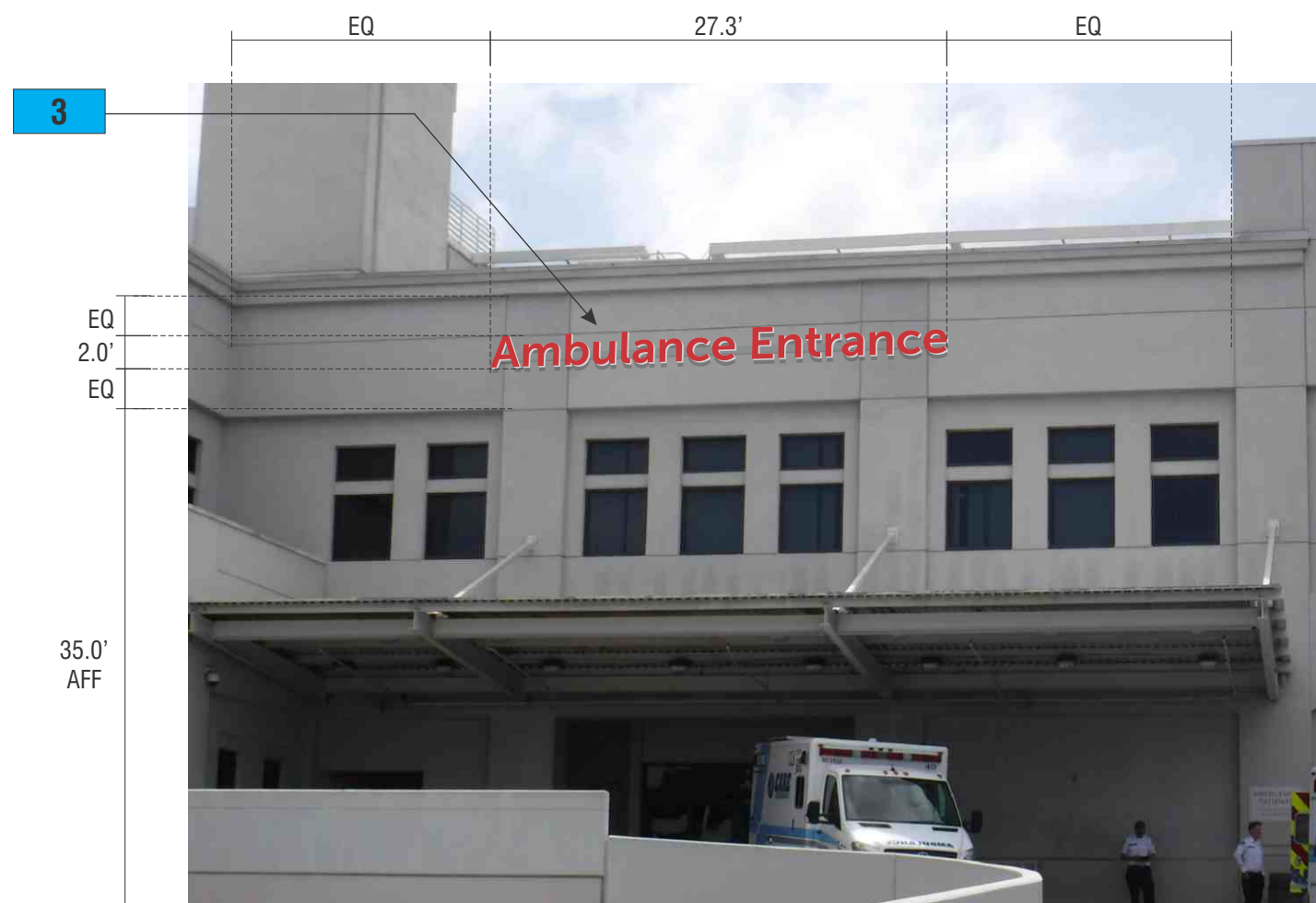
Packet Pg. 83



EXISTING CONDITIONS

SCALE: 3/32" = 1'-0"

$$2.1 \times 25 = 52.5 \text{ SQ FT}$$



PROPOSED SIGNAGE

- OSHPD APPROVAL REQUIRED

SCALE: 3/32" = 1'-0"

$$2 \times 27.3 = 54.6 \text{ SQ FT}$$



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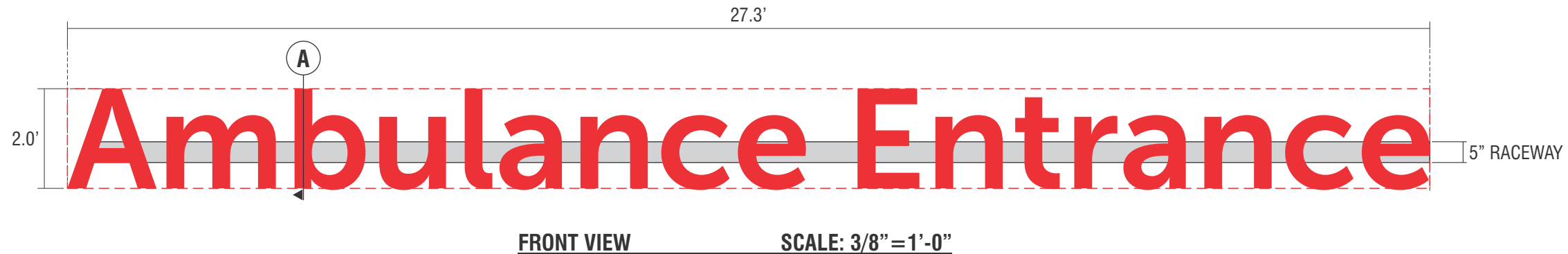
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Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

**UL APPROVED****3****SIGNTYPE MC-LIF-AE-24-RW****SQ. FT.: 54.6**

MANUFACTURE AND INSTALL ONE (1) SET(S) OF INTERNALLY ILLUMINATED FACELIT CHANNEL LETTERS W/ RACEWAY

TRANSLUCENT VINYL**V3**

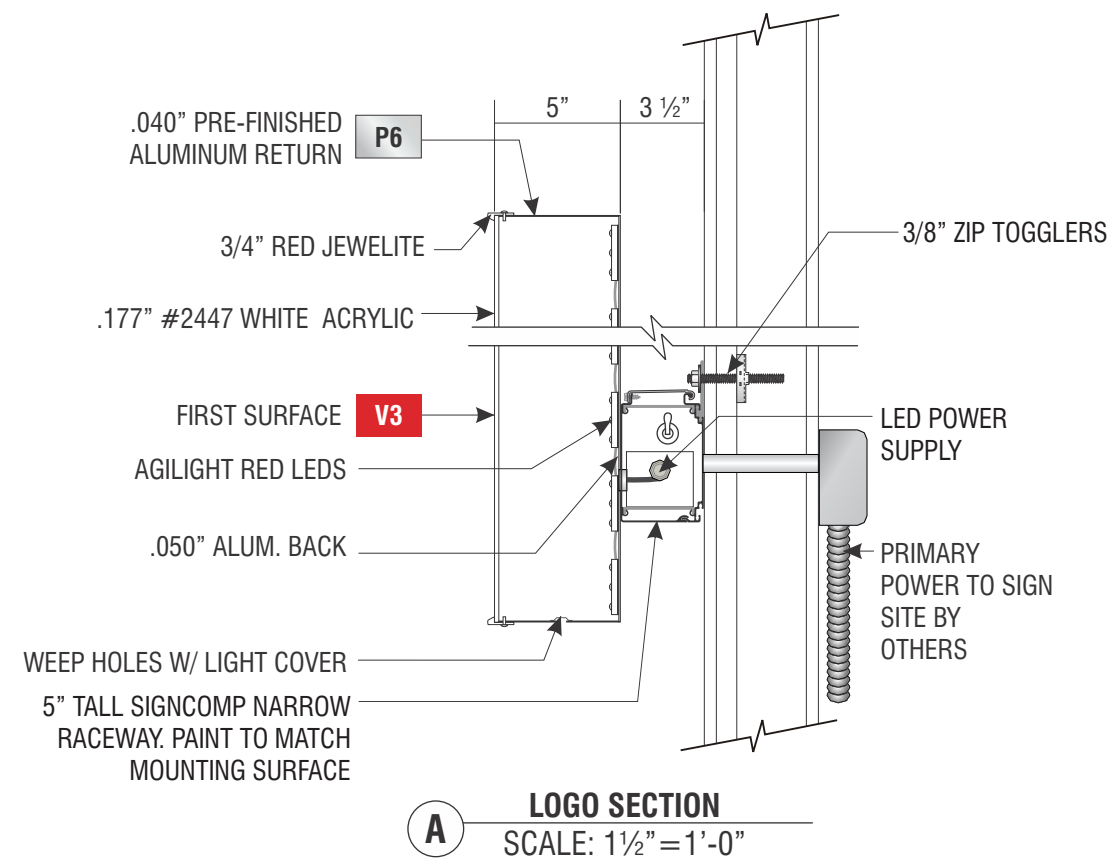
EMERGENCY RED -
3M #3630-33 TRANSLUCENT
RED VINYL

PAINT**P6**

PRE-FINISHED RETURNS:
SILVER - MATTHEWS
#MP18099 R168593
WITH SATIN FINISH

PX

SPACERS:
PAINTED TO MATCH
WALL COLOR



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Engineering:

drawing: 18-01062

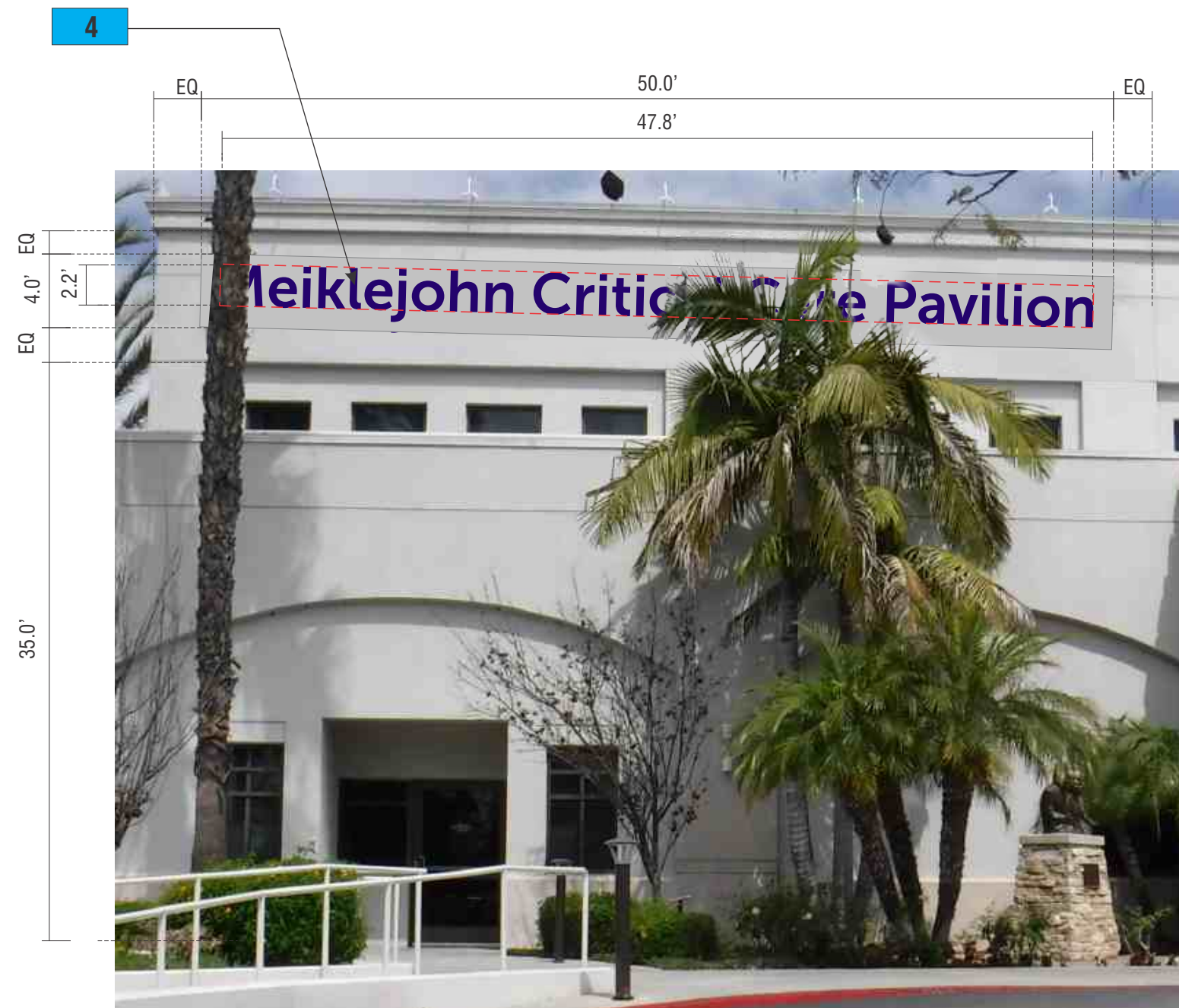
quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 85

**EXISTING CONDITIONS****SCALE: 1/8" = 1'-0"**

$$(3 \times 3) + (2.2 \times 45.5) = 9 + 100.1 = 109.1 \text{ SQ FT}$$

**PROPOSED SIGNAGE****SCALE: 1/8" = 1'-0"****- OSHPD APPROVAL REQUIRED**

$$2.2 \times 47.8 = 105.1 \text{ SQ FT}$$



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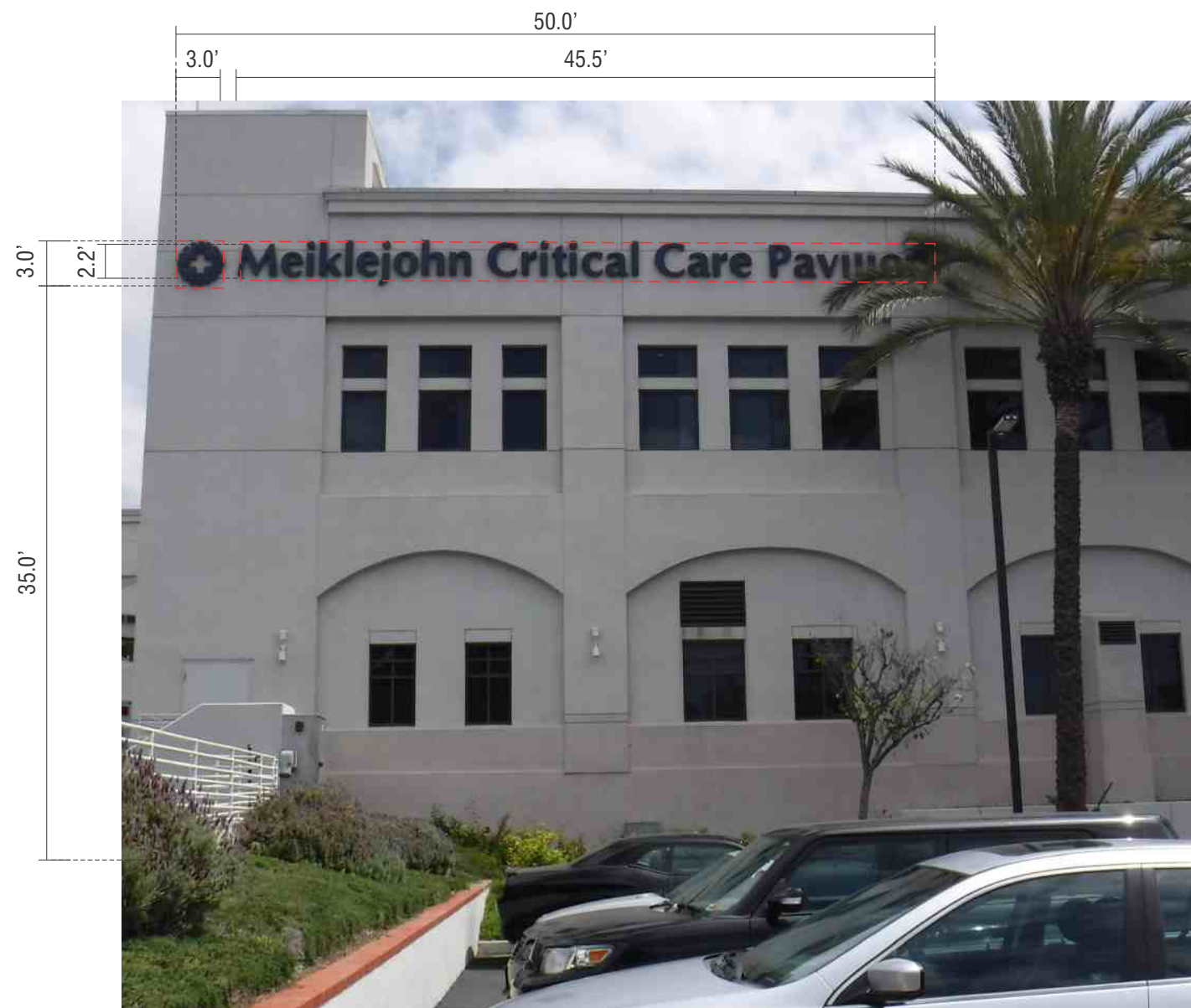
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drawing: 18-01062
quote:
project ID: MEMORIALCARE_MC0005_

**EXISTING CONDITIONS****SCALE: 1/8" = 1'-0"**

$$(3 \times 3) + (2.2 \times 45.5) = 9 + 100.1 = 109.1 \text{ SQ FT}$$

**PROPOSED SIGNAGE****SCALE: 1/8" = 1'-0"****- OSHPD APPROVAL REQUIRED**

$$2.2 \times 47.8 = 105.1 \text{ SQ FT}$$



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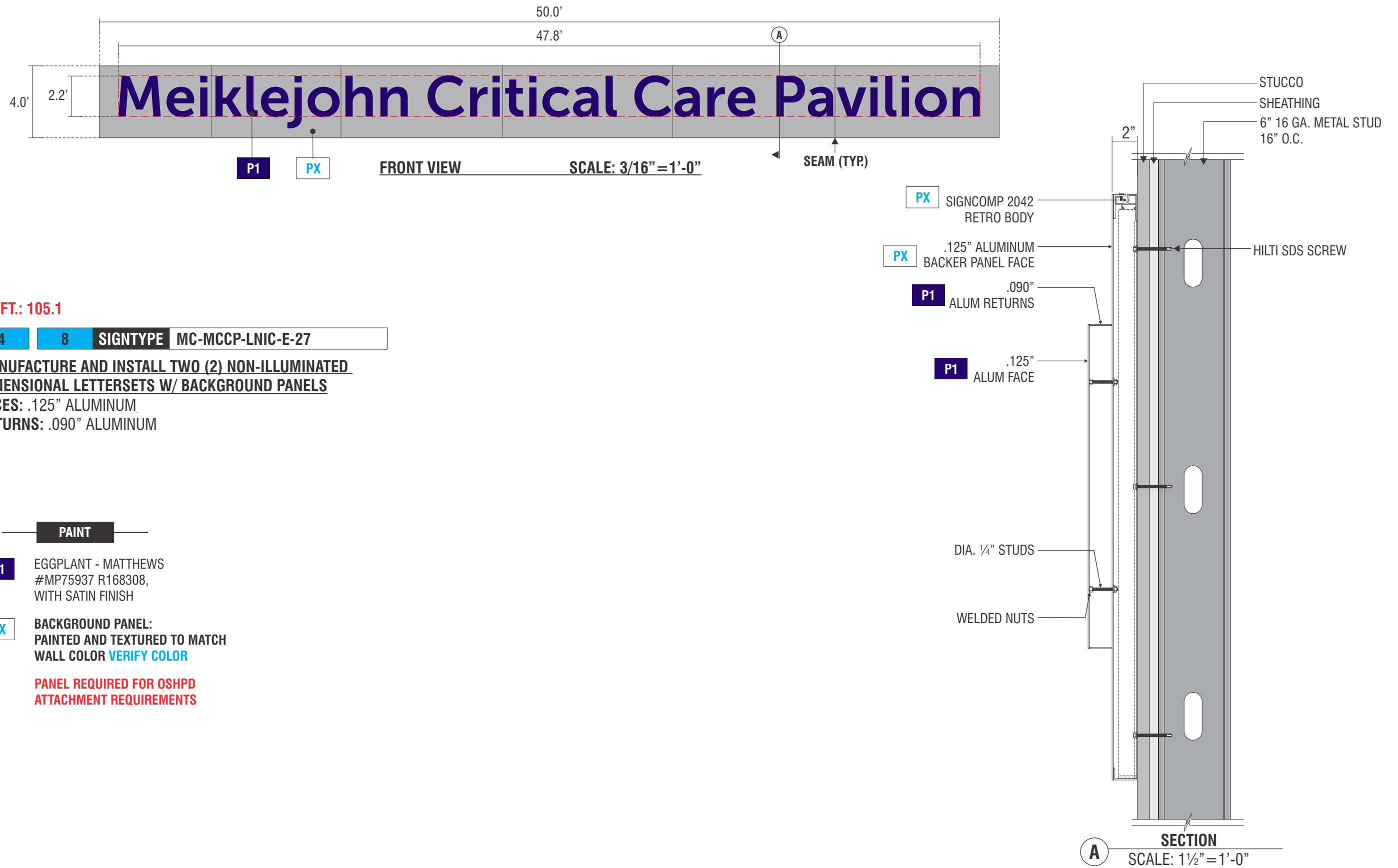
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 87



SQ. FT.: 105.1

4	8	SIGNTYPE	MC-MCCP-LNIC-E-27
---	---	----------	-------------------

MANUFACTURE AND INSTALL TWO (2) NON-ILLUMINATED DIMENSIONAL LETTERSETS W/ BACKGROUND PANELS

FACES: .125" ALUMINUM
RETURNS: .090" ALUMINUM

PAINT

P1 EGGPLANT - MATTHEWS
#MP75937 R168308,
WITH SATIN FINISH

PX **BACKGROUND PANEL:**
PAINTED AND TEXTURED TO MATCH
WALL COLOR **VERIFY COLOR**

PANEL REQUIRED FOR OSHPD
ATTACHMENT REQUIREMENTS



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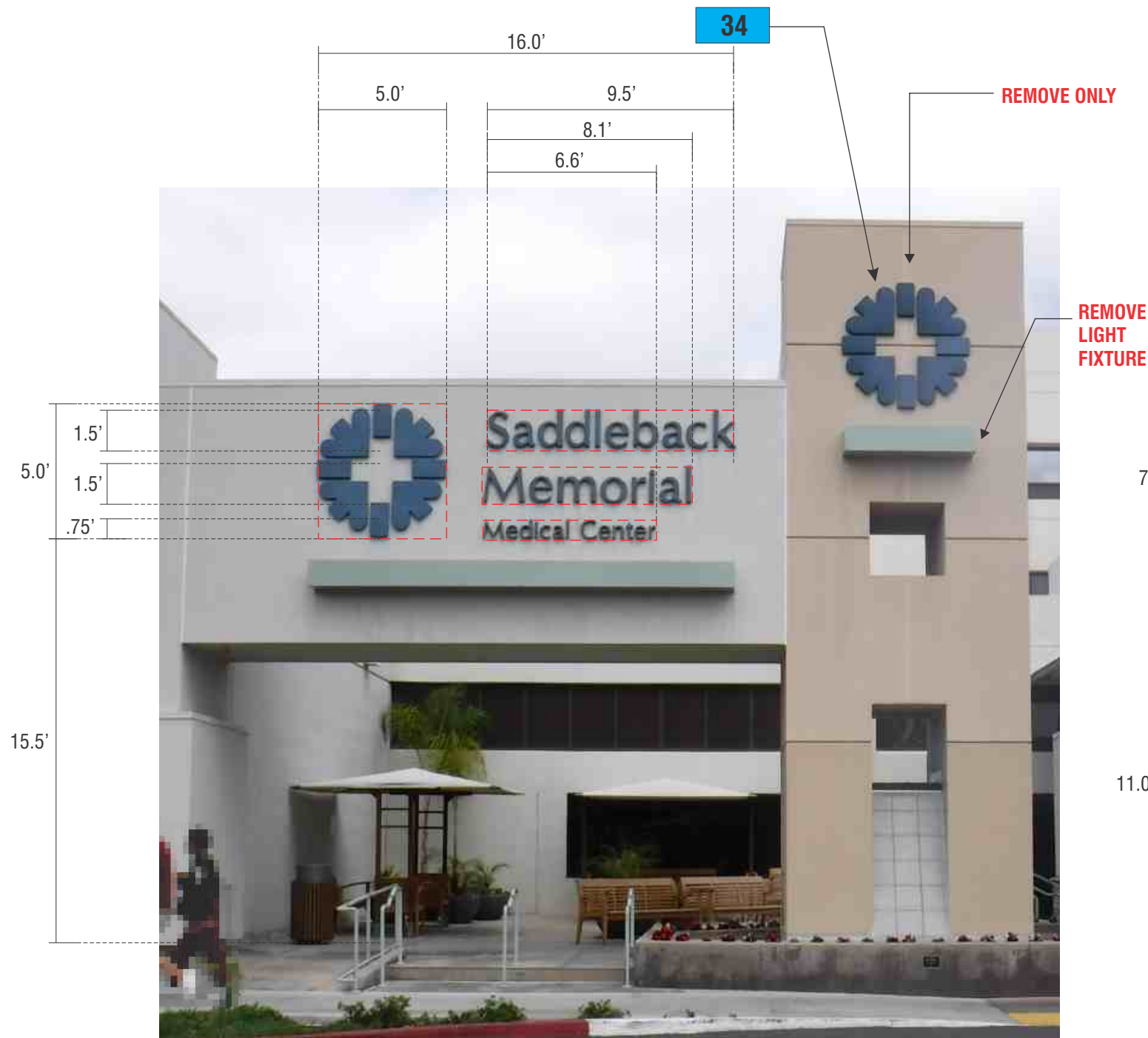
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

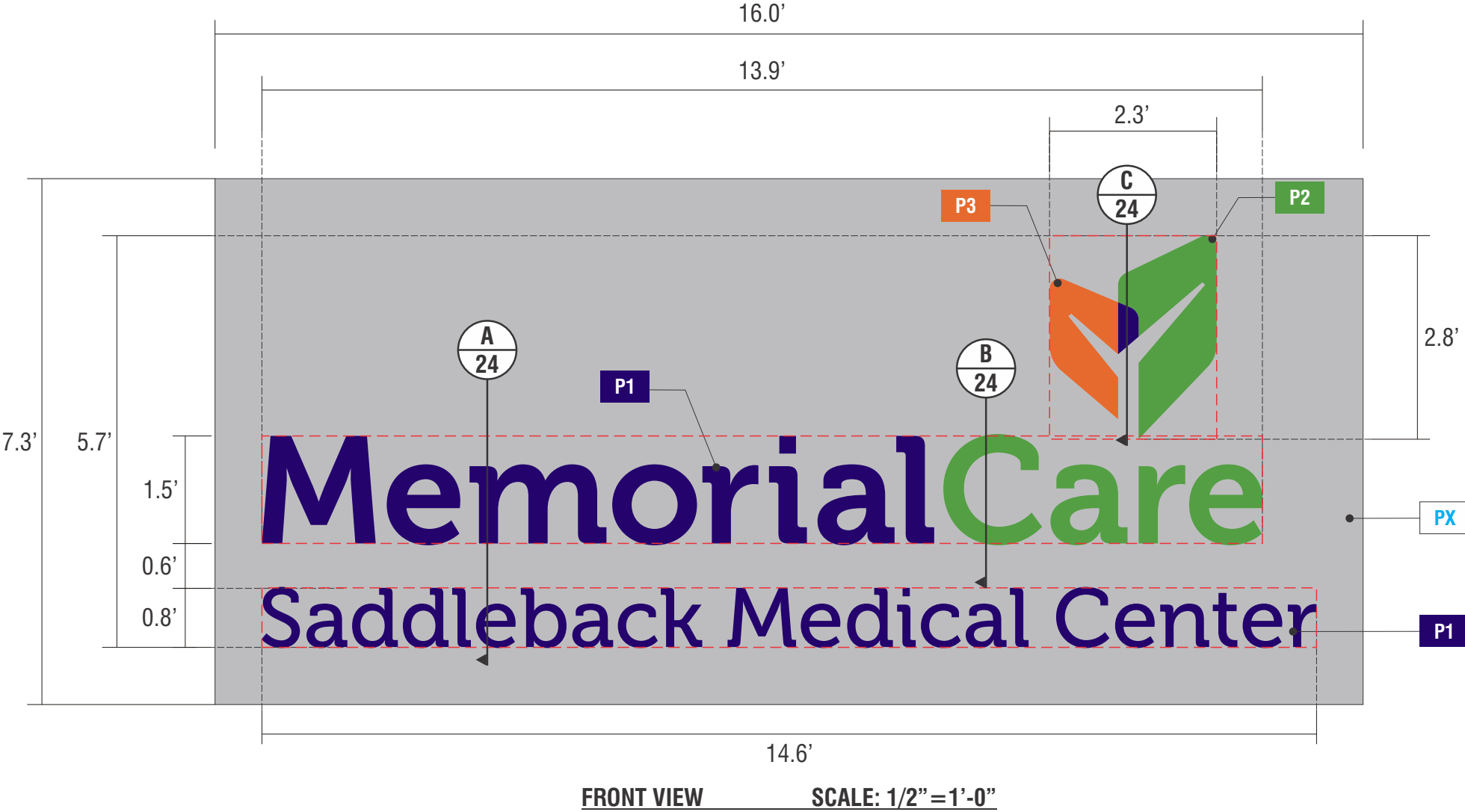
Packet Pg. 88



$$(5 \times 5) + (1.5 \times 9.5) + (1.5 \times 8.1) + (.75 \times 6.6) = 25 + 14.25 + 12.1 + 4.95 = 56.3 \text{ SQ FT}$$



$$(1.5 \times 13.9) + (2.8 \times 2.3) + (0.8 \times 14.6) = 20.8 + 6.4 + 11.6 = 38.8 \text{ SQ FT}$$



SQ. FT.: 38.8

5	SIGNTYPE	MC-LNIC-E-18-ST-BP	MC-SMC-LNIC-E-9-BP
---	----------	--------------------	--------------------

**MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED
DIMENSIONAL LETTERSET W/ BACKER PANEL**
FACES: .125" ALUMINUM
RETURNS: .090" ALUMINUM

PAINT

- P1** EGGPLANT - MATTHEWS
#MP75937 R168308,
WITH SATIN FINISH
- P2** GREEN - MATTHEWS
#MP76520 R168308,
WITH SATIN FINISH
- P3** ORANGE - MATTHEWS
#MP89932 R168773
WITH SATIN FINISH
- PX** BACKGROUND PANEL:
PAINTED AND TEXTURED TO MATCH
WALL COLOR **VERIFY COLOR**



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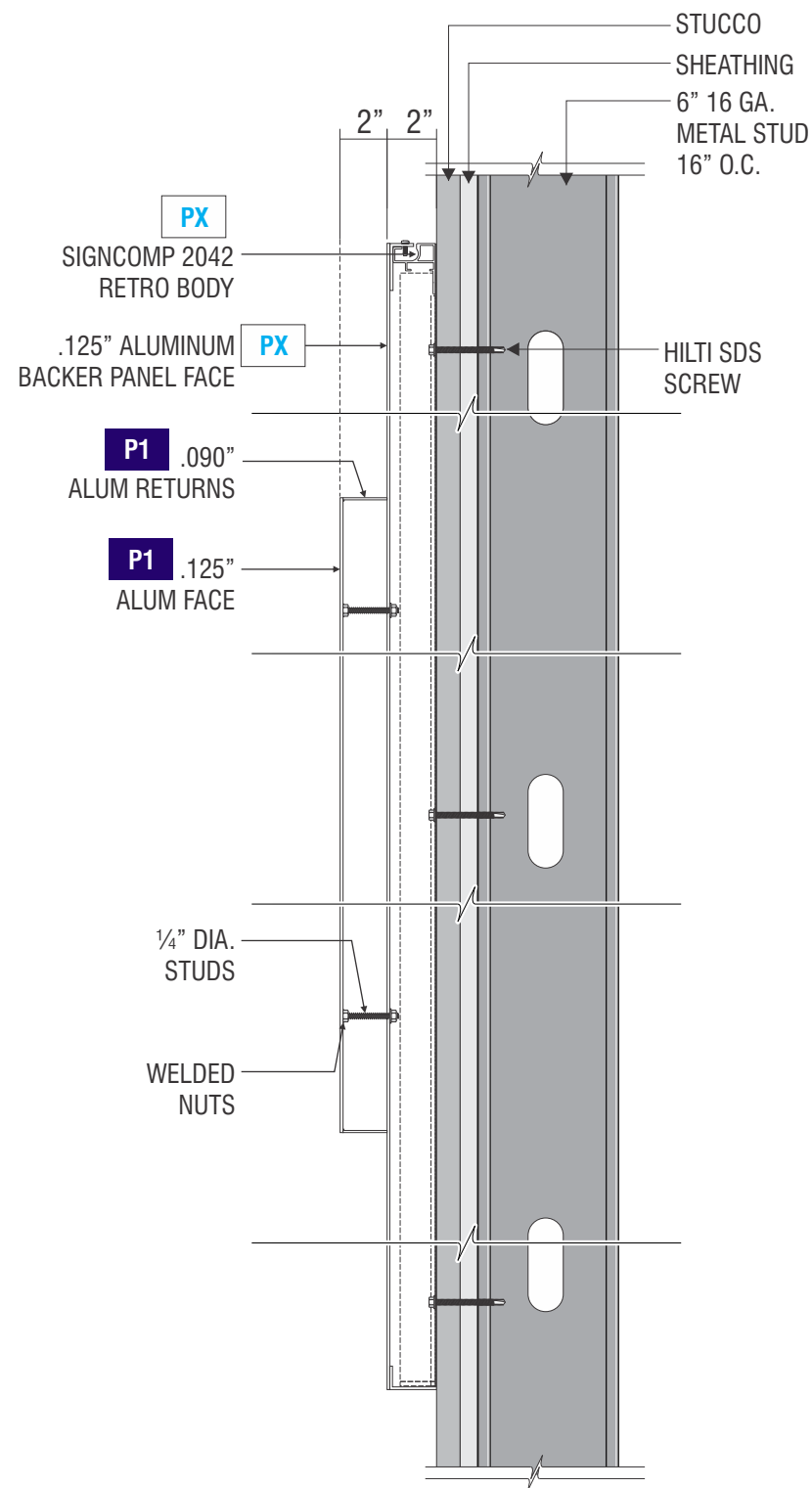
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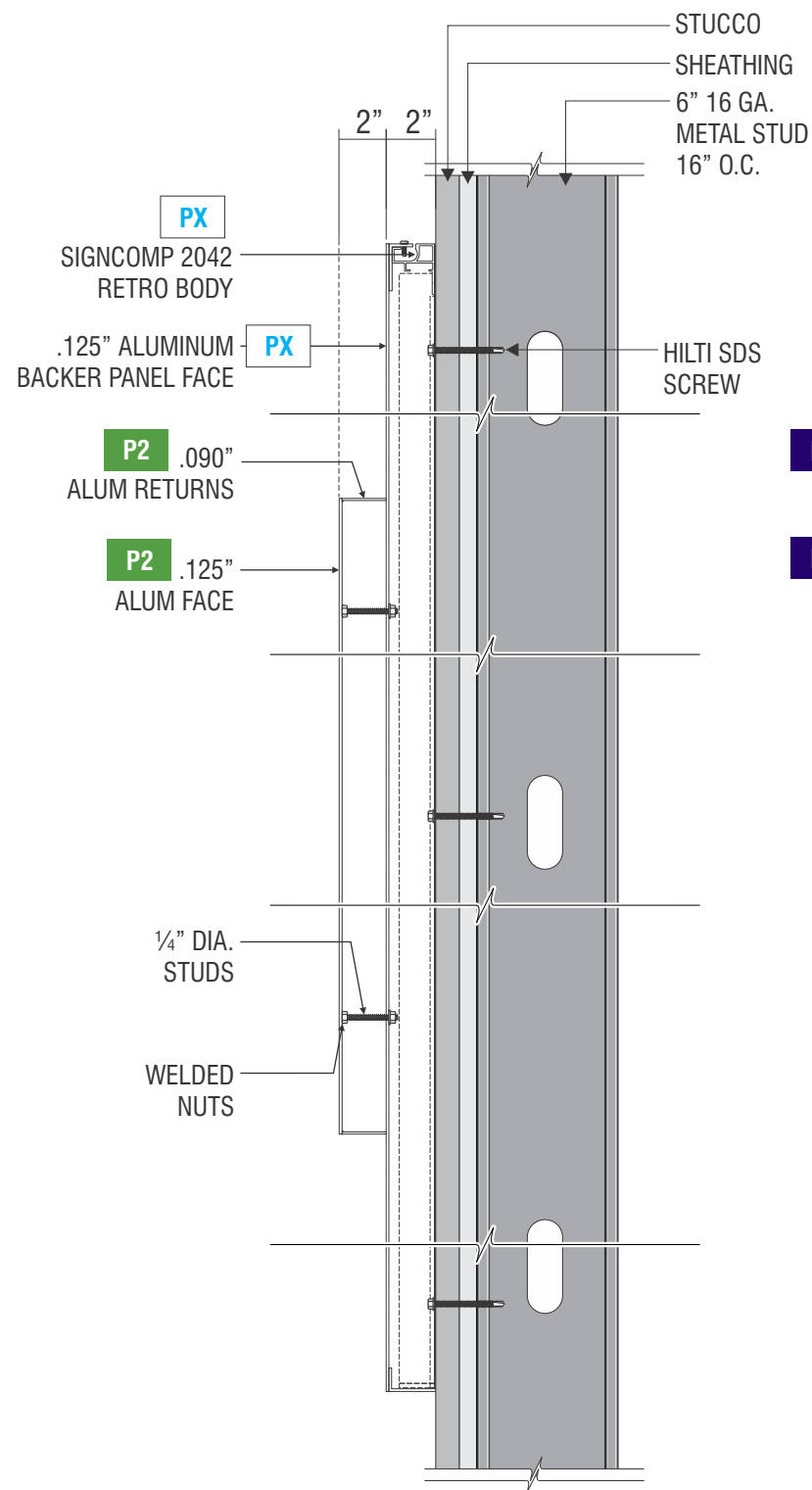
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Coordinator: Diane Brevard
Design: bespano
Engineering:

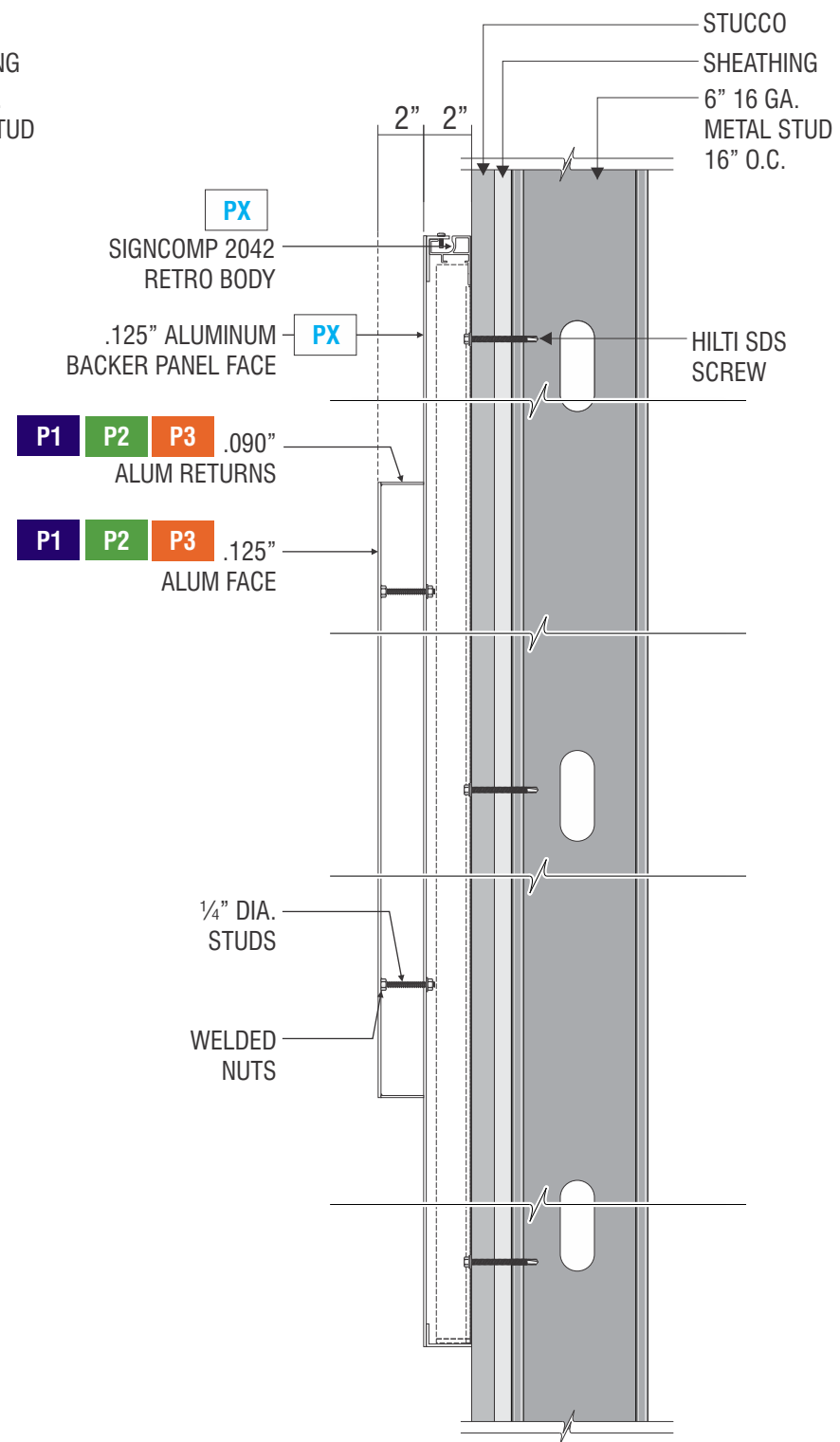
drawing: 18-01062
quote:
project ID: MEMORIALCARE_MC0005_



A SECTION
SCALE: 1 1/2" = 1'-0"



B SECTION
SCALE: 1 1/2" = 1'-0"



C SECTION
SCALE: 1 1/2" = 1'-0"

PAINT

P1	EGGPLANT - MATTHEWS #MP75937 R168308, WITH SATIN FINISH	P2	GREEN - MATTHEWS #MP76520 R168308, WITH SATIN FINISH	P3	ORANGE - MATTHEWS #MP89932 R168773 WITH SATIN FINISH	PX	BACKGROUND PANEL: PAINTED TO MATCH WALL COLOR VERIFY COLOR
-----------	---	-----------	--	-----------	--	-----------	---



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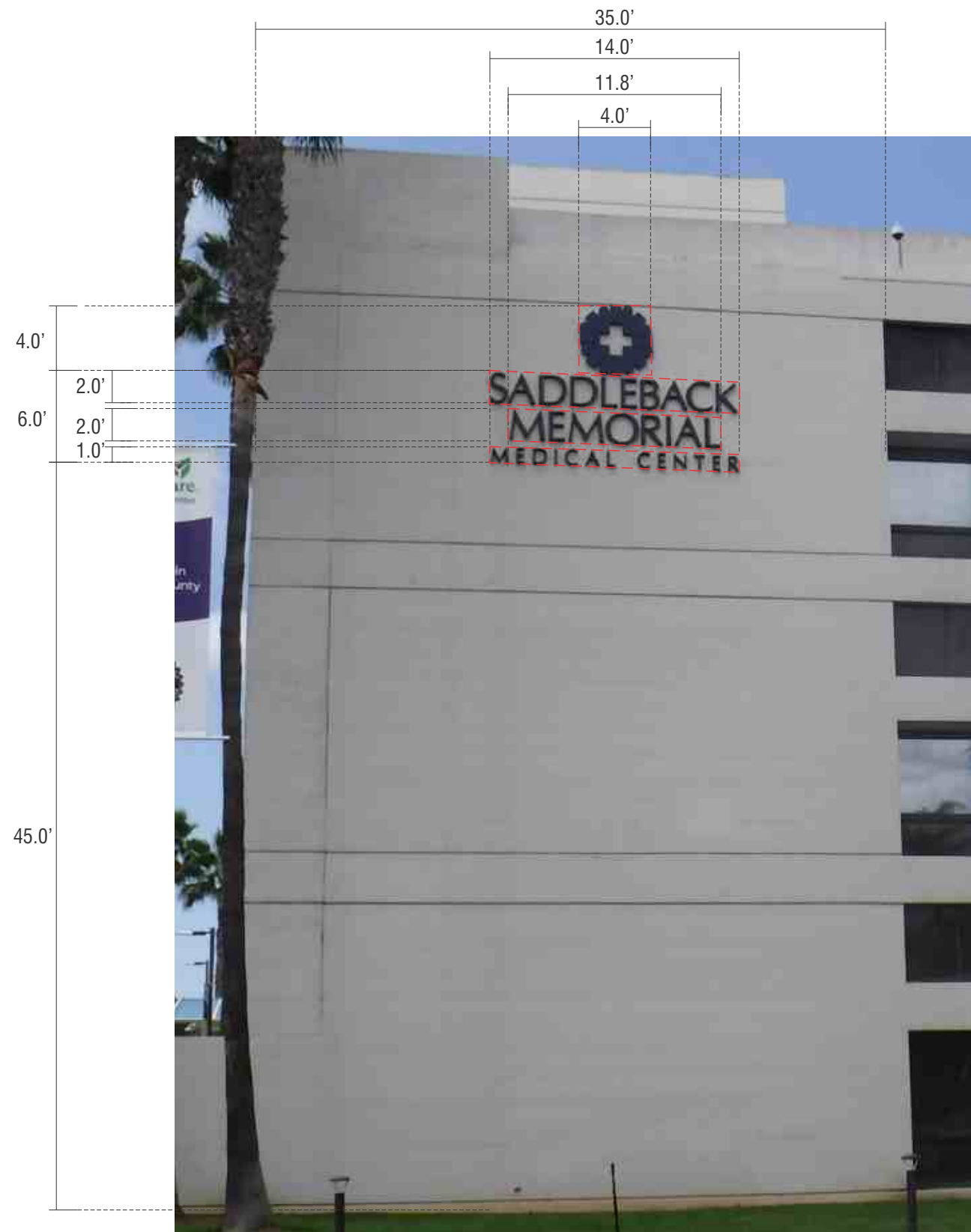
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

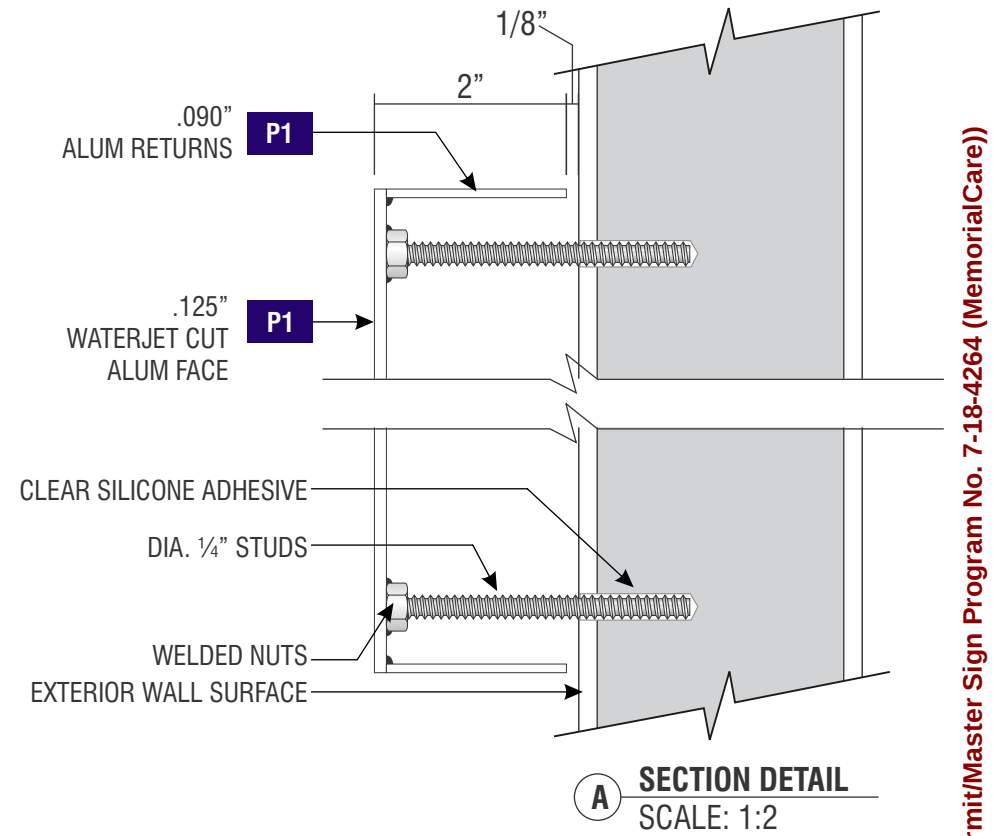
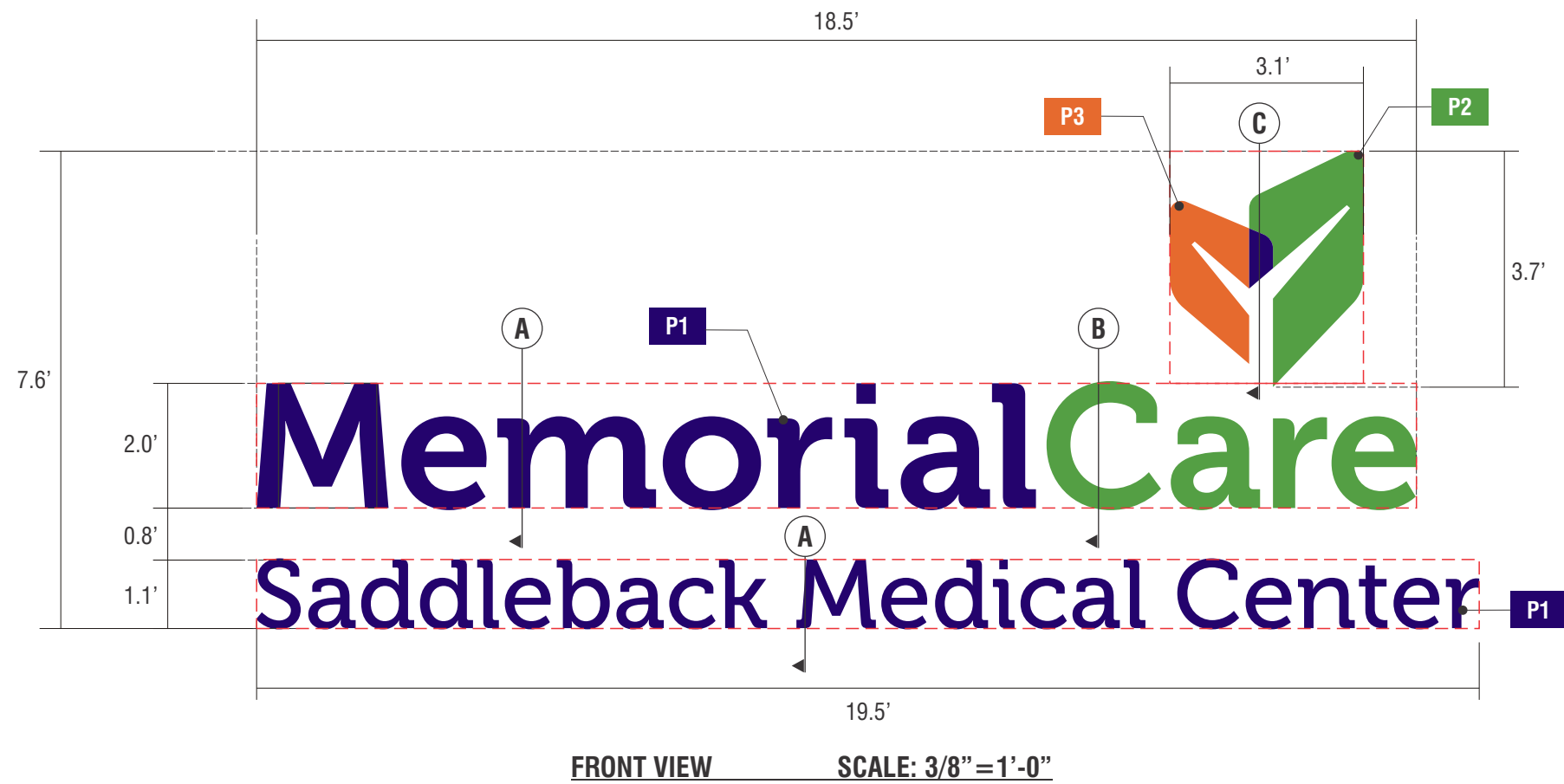
Packet Pg. 91



$(4.0 \times 4.0) + (2.0 \times 14.0) + (2.0 \times 11.8) + (1.0 \times 14.0) = 16 + 28 + 23.6 + 14 = 81.6 \text{ SQ FT}$



$(2.0 \times 18.5) + (3.7 \times 3.1) + (1.1 \times 19.5) = 37 + 11.4 + 21.4 = 69.8 \text{ SQ FT}$



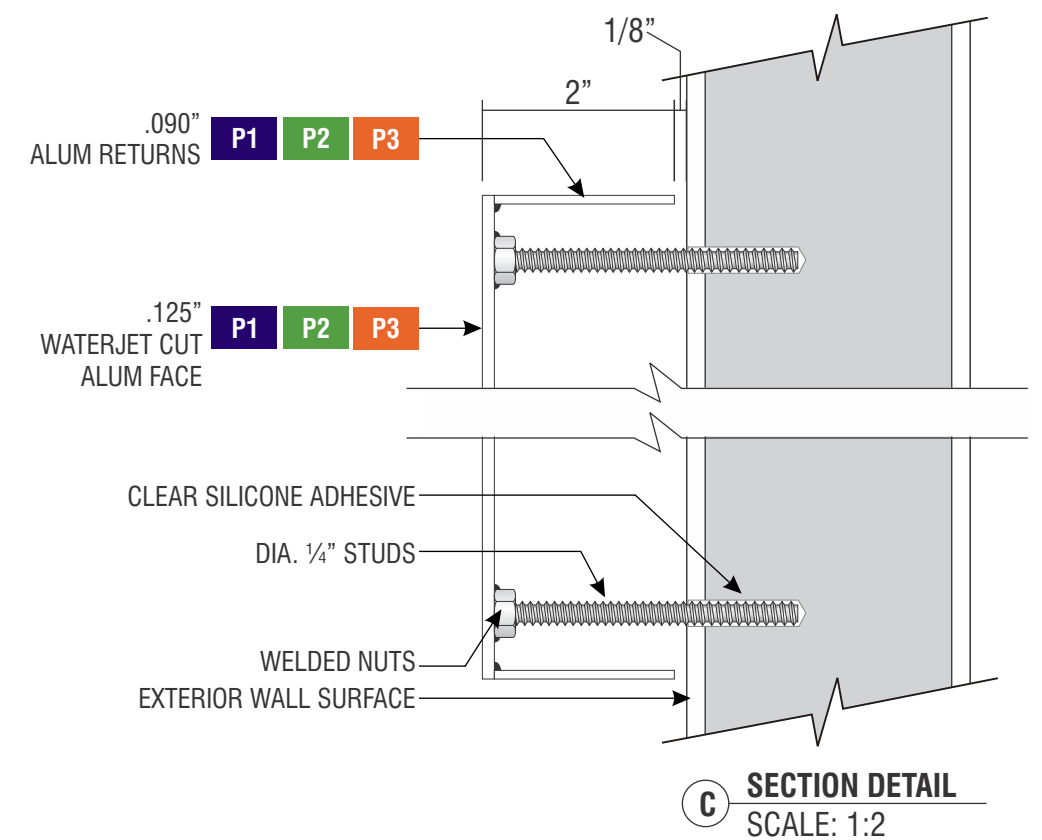
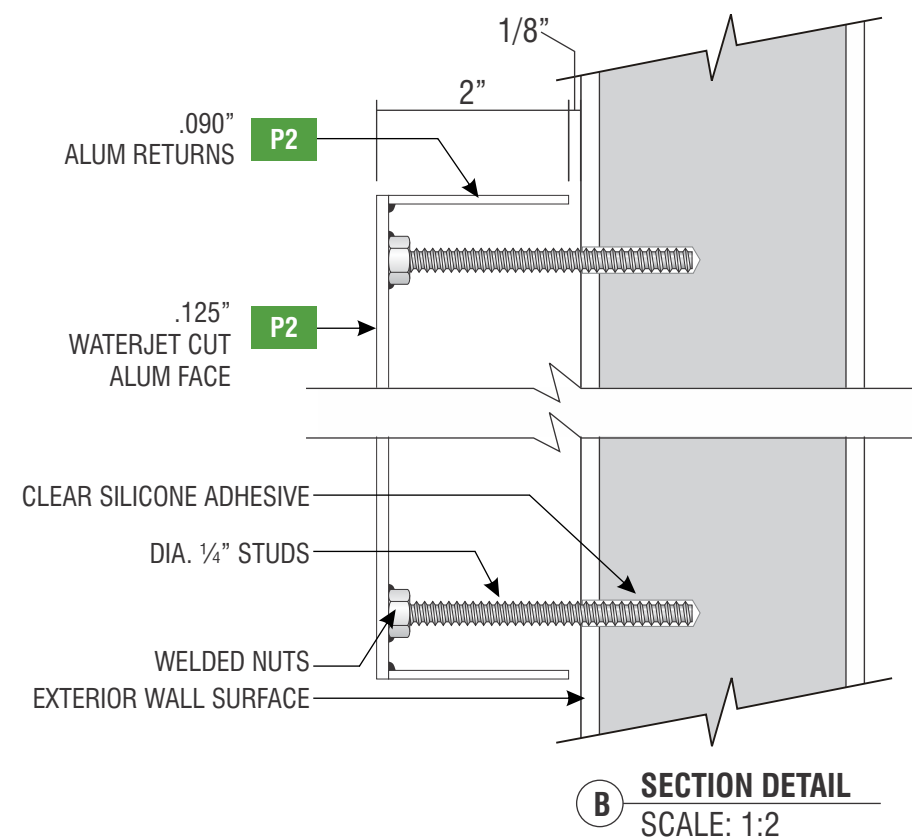
SQ. FT.: 69.8

6	SIGNTYPE	MC-LNIC-E-24-ST	MC-SMC-LNIC-E-13
---	----------	-----------------	------------------

**MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED
DIMENSIONAL LETTERSET**

PAINT

- P1** EGGPLANT - MATTHEWS
#MP75937 R168308,
WITH SATIN FINISH
- P2** GREEN - MATTHEWS
#MP76520 R168308,
WITH SATIN FINISH
- P3** ORANGE - MATTHEWS
#MP89932 R168773
WITH SATIN FINISH



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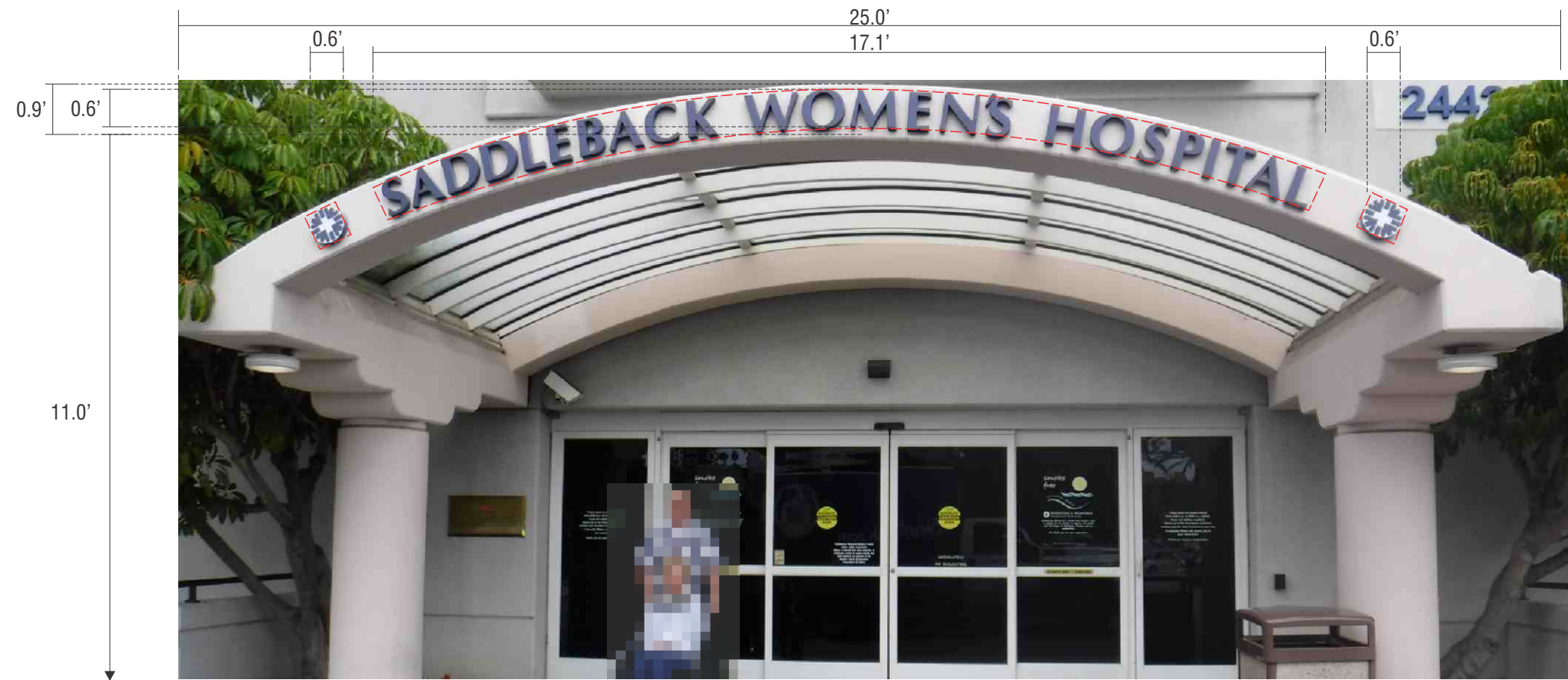
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

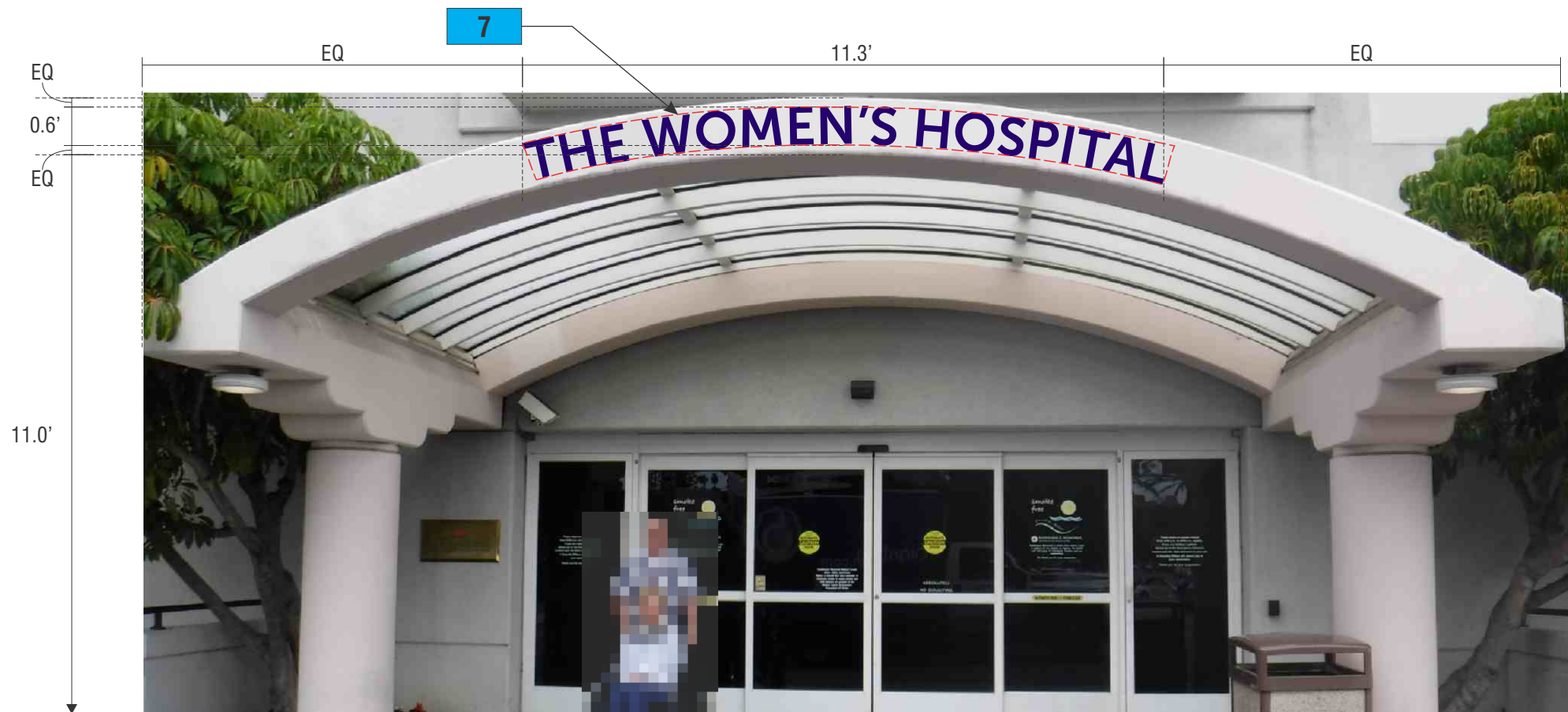
project ID: MEMORIALCARE_MC0005_

Packet Pg. 93



EXISTING CONDITIONS
SCALE: 3/8" = 1'-0"

$$(0.6 \times 0.6) + (0.6 \times 17.1) + (0.6 \times 0.6) = 0.36 + 10.2 + 0.36 = 10.92 \text{ SQ FT}$$



PROPOSED SIGNAGE
SCALE: 3/8" = 1'-0"

- OSHPD APPROVAL REQUIRED

$$0.6 \times 11.3 = 6.7 \text{ SQ FT}$$



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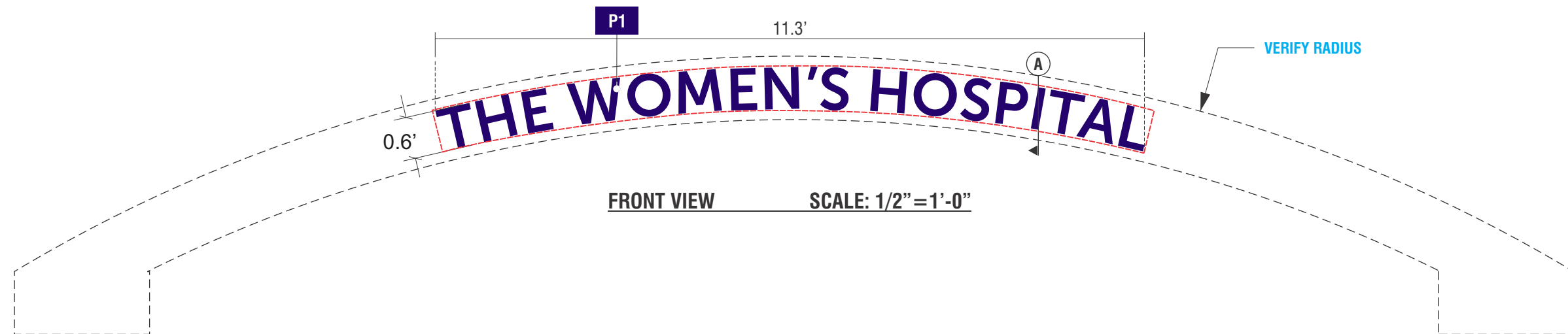
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 94

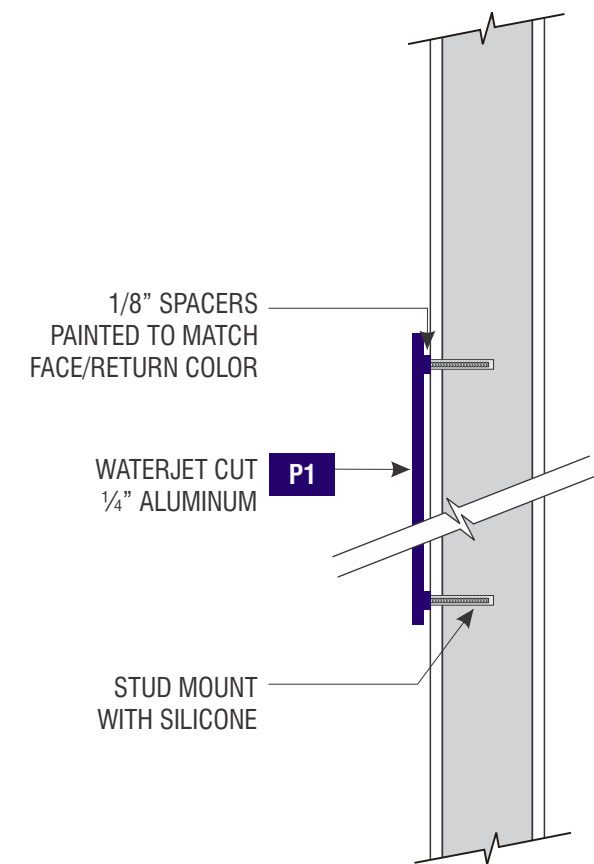


7 **SIGNTYPE** MC-TWH-LNIP-E-8 **SQ. FT.: 6.7**

MANUFACTURE AND INSTALL ONE (1) SET OF NON-ILLUMINATED PLATE LETTERS

PAINT

P1 EGGPLANT - MATTHEWS
#MP75937 R168308,
WITH SATIN FINISH



A **SECTION DETAIL**
SCALE: 3"=1'-0"



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Engineering:

drawing: 18-01062
quote:
project ID: MEMORIALCARE_MC0005_

Packet Pg. 95



EXISTING CONDITIONS

SCALE: 3/32" = 1'-0"



PROPOSED SIGNAGE

SCALE: 3/32" = 1'-0"

- OSHPD APPROVAL REQUIRED

$2.2 \times 19 = 41.8 \text{ SQ FT}$



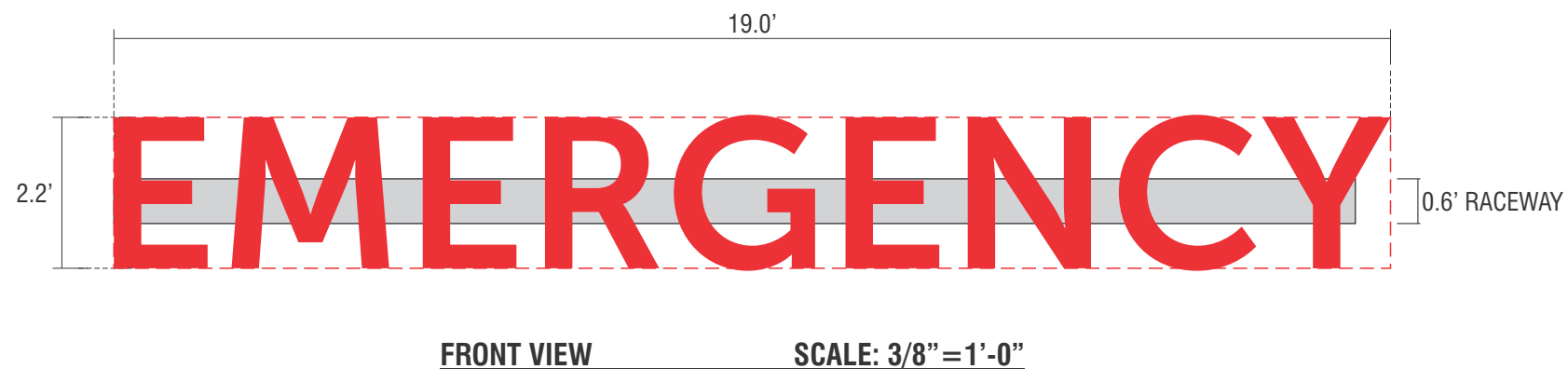
EXISTING CONDITIONS

SCALE: NTS

33

- REMOVE EXISTING SIGN
- NEW SIGN WILL BE INSTALLED @ SIGN 9 LOCATION ABOVE

$1.3 \times 10 = 13 \text{ SQ FT}$



UL APPROVED

9 **SIGNTYPE** MC-LIF-EM-27-RW **SQ. FT.: 41.8**

MANUFACTURE AND INSTALL ONE (1) SET(S) OF INTERNALLY ILLUMINATED FACELIT CHANNEL LETTERS W/ RACEWAY

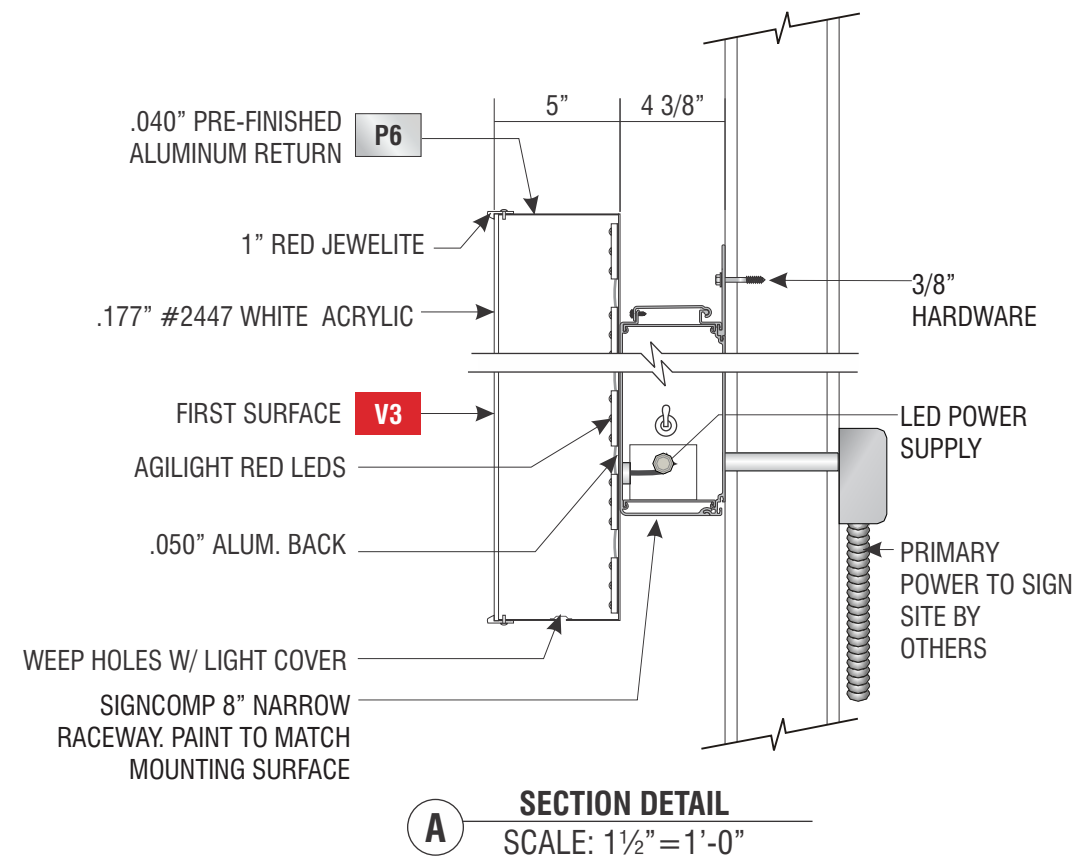
TRANSLUCENT VINYL

V3 EMERGENCY RED - 3M #3630-33 TRANSLUCENT RED VINYL

PAINT

P6 **PRE-FINISHED RETURNS:** SILVER - MATTHEWS #MP18099 R168593 WITH SATIN FINISH

PX **SPACERS:** PAINTED TO MATCH WALL COLOR



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Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 97



EXISTING CONDITIONS SCALE: 3/8" = 1'-0"

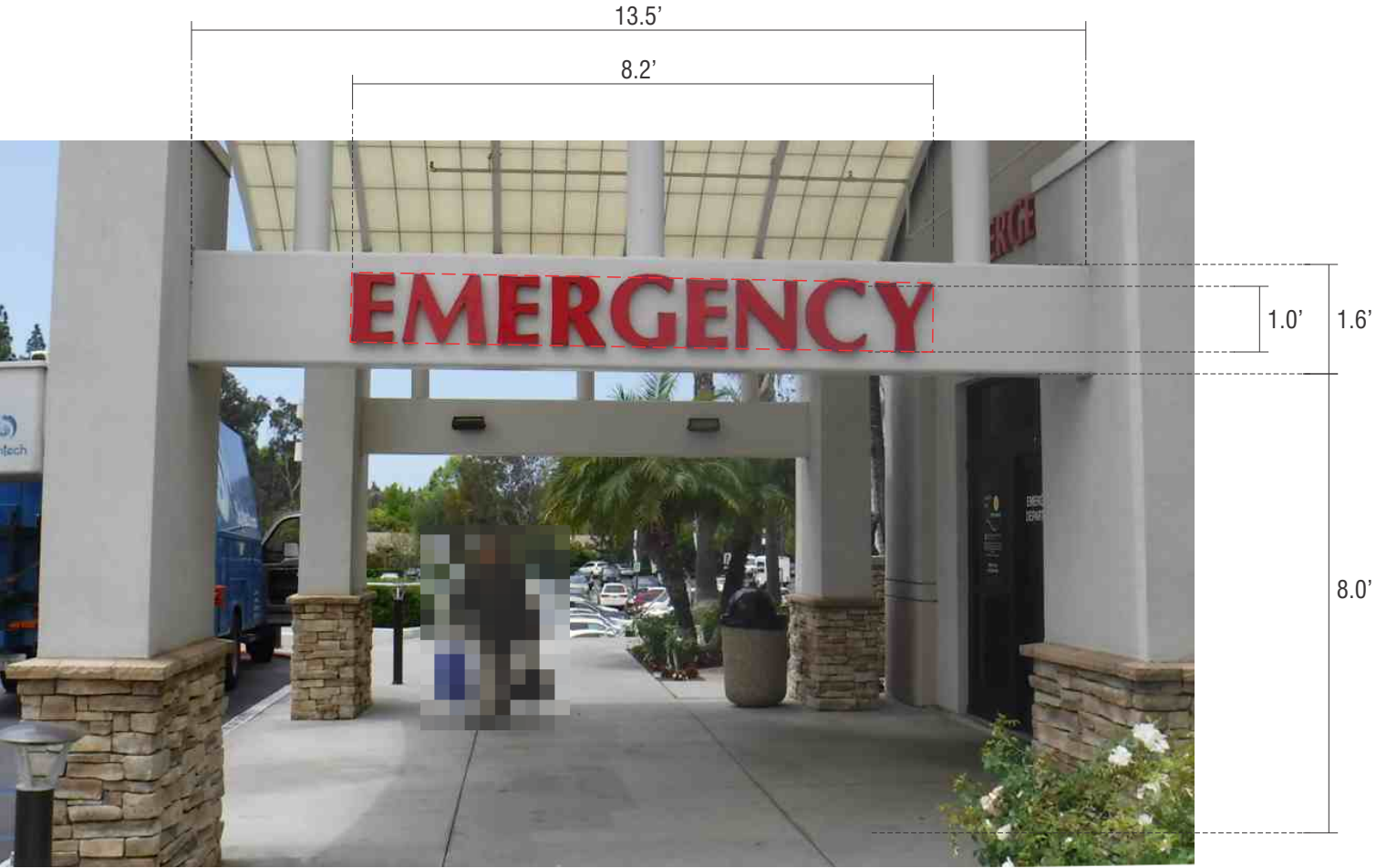
$1.0 \times 8.2 = 8.2 \text{ SQ FT}$



PROPOSED SIGNAGE SCALE: 3/8" = 1'-0"

- OSHPD APPROVAL REQUIRED

$1.0 \times 8.4 = 8.4 \text{ SQ FT}$



EXISTING CONDITIONS SCALE: 3/8" = 1'-0"

$1.0 \times 8.2 = 8.2 \text{ SQ FT}$

11



PROPOSED SIGNAGE SCALE: 3/8" = 1'-0"

- OSHPD APPROVAL REQUIRED

$1.0 \times 8.4 = 8.4 \text{ SQ FT}$

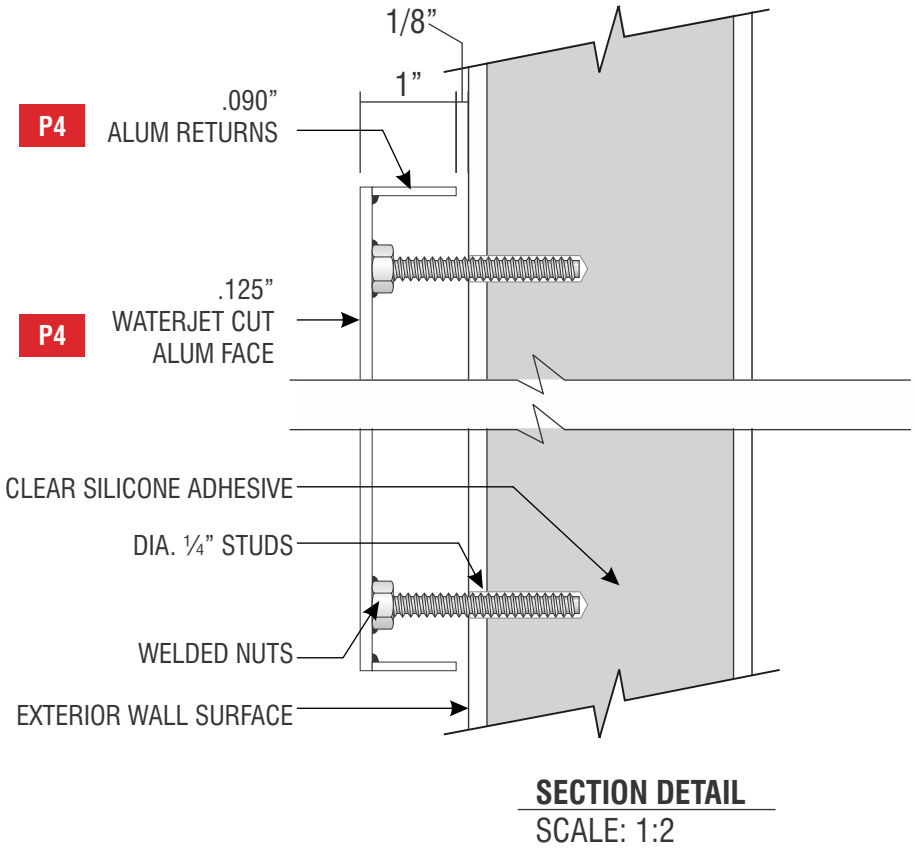


10 11 SIGNTYPE MC-LNIC-EM-12 SQ. FT.: 8.4

MANUFACTURE AND INSTALL TWO (2) NON-ILLUMINATED
DIMENSIONAL LETTERSETS

PAINT

P4 EMERGENCY RED - MATTHEWS
#MP73249 R168773 OVER
#MP55898 WHITE BASE COAT,
WITH SATIN FINISH

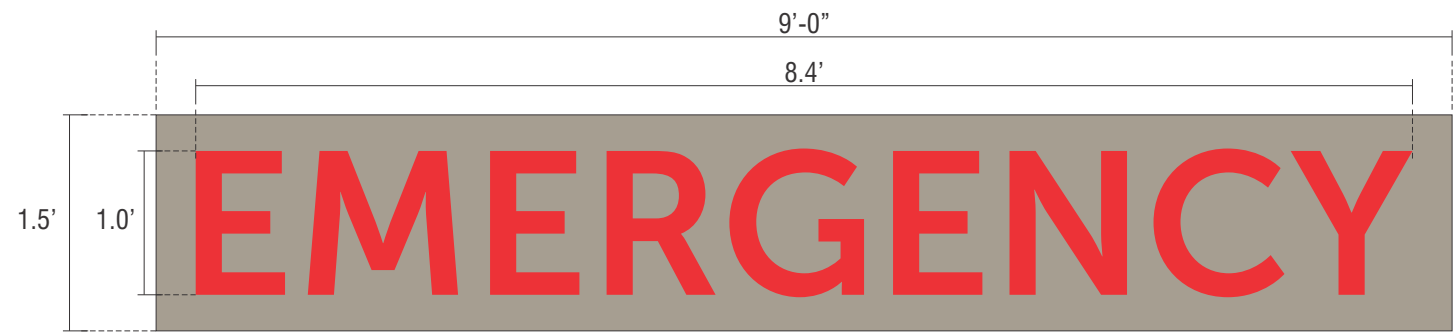




EXISTING CONDITIONS **SCALE: 1/4" = 1'-0"**
1.0*10 = 10 SQ FT



PROPOSED SIGNAGE **SCALE: 1/4" = 1'-0"**
- OSHPD APPROVAL REQUIRED
1.0*8.4 = 8.4 SQ FT



FRONT VIEW SCALE: 3/4"=1'-0"

SQ. FT.: 8.4

12 SIGNTYPE MC-LNIC-EM-12-BP

MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED
DIMENSIONAL LETTERSET ON BACKGROUND PANEL

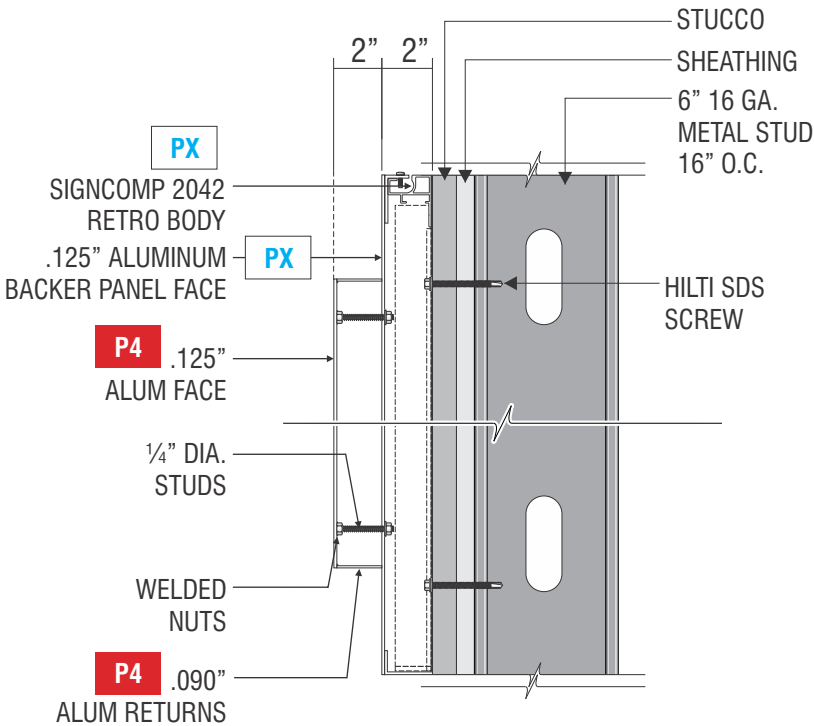
FACES: .125" ALUMINUM
RETURNS: .090" ALUMINUM

PAINT

P4 EMERGENCY RED - MATTHEWS
#MP73249 R168773 OVER
#MP55898 WHITE BASE COAT,
WITH SATIN FINISH

PX BACKGROUND PANEL:
PAINTED AND TEXTURED TO MATCH
WALL COLOR [VERIFY COLOR](#)

PANEL REQUIRED FOR OSHPD
ATTACHMENT REQUIREMENTS



SECTION SCALE: 1 1/2"=1'-0"



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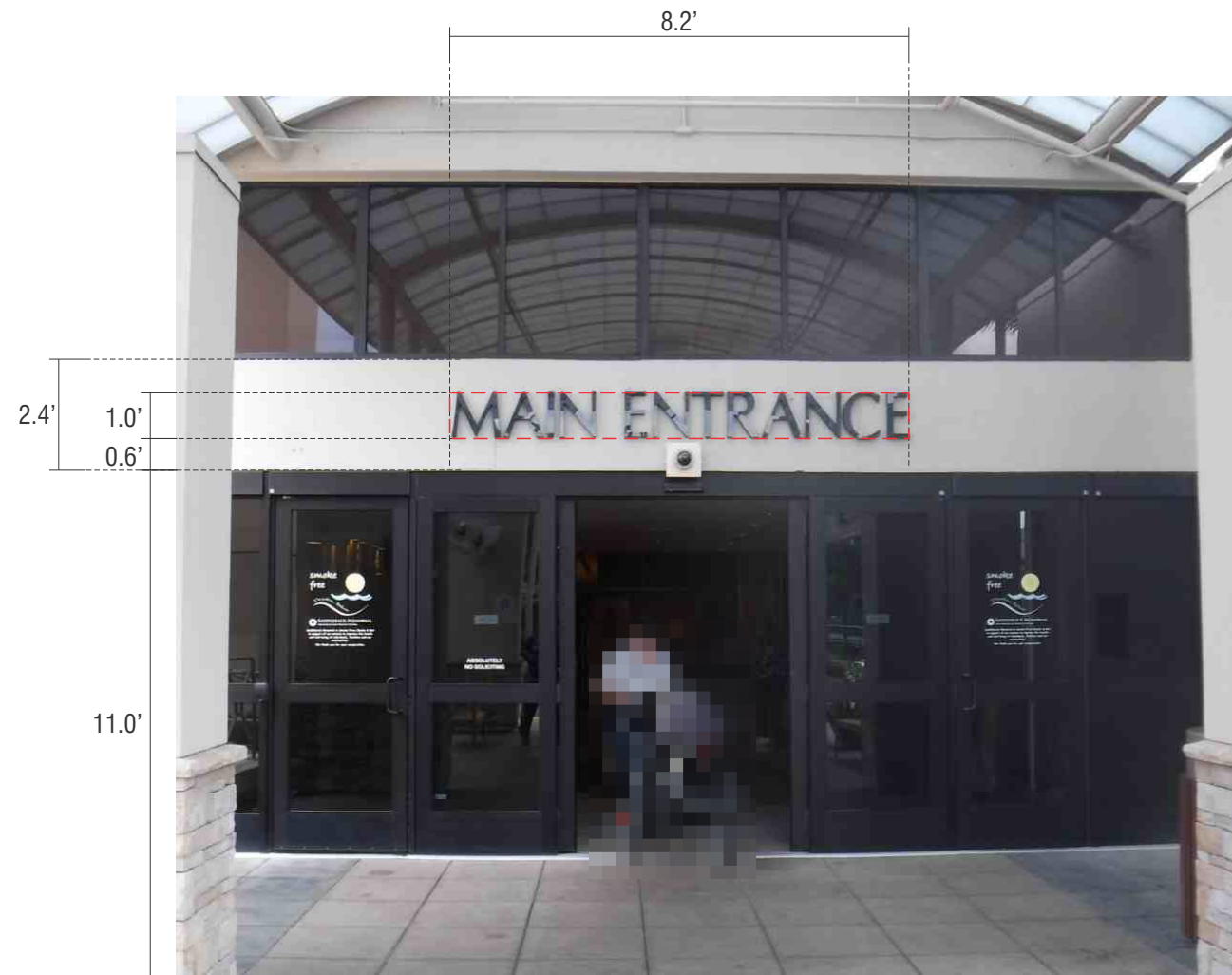
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Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_1

**EXISTING CONDITIONS****SCALE: 1/4" = 1'-0"**

$$1.0 \times 8.2 = 8.2 \text{ SQ FT}$$

**PROPOSED SIGNAGE****SCALE: 1/4" = 1'-0"****- OSHPD APPROVAL REQUIRED**

$$1.0 \times 8.4 = 8.4 \text{ SQ FT}$$



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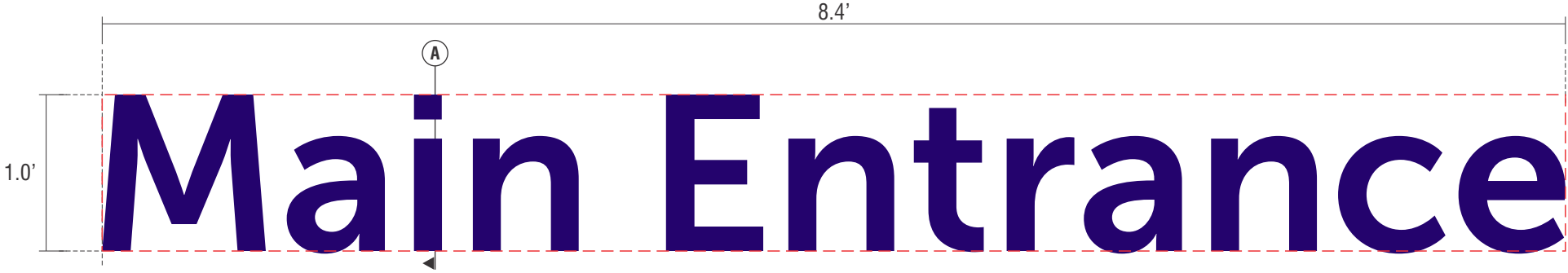
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 103



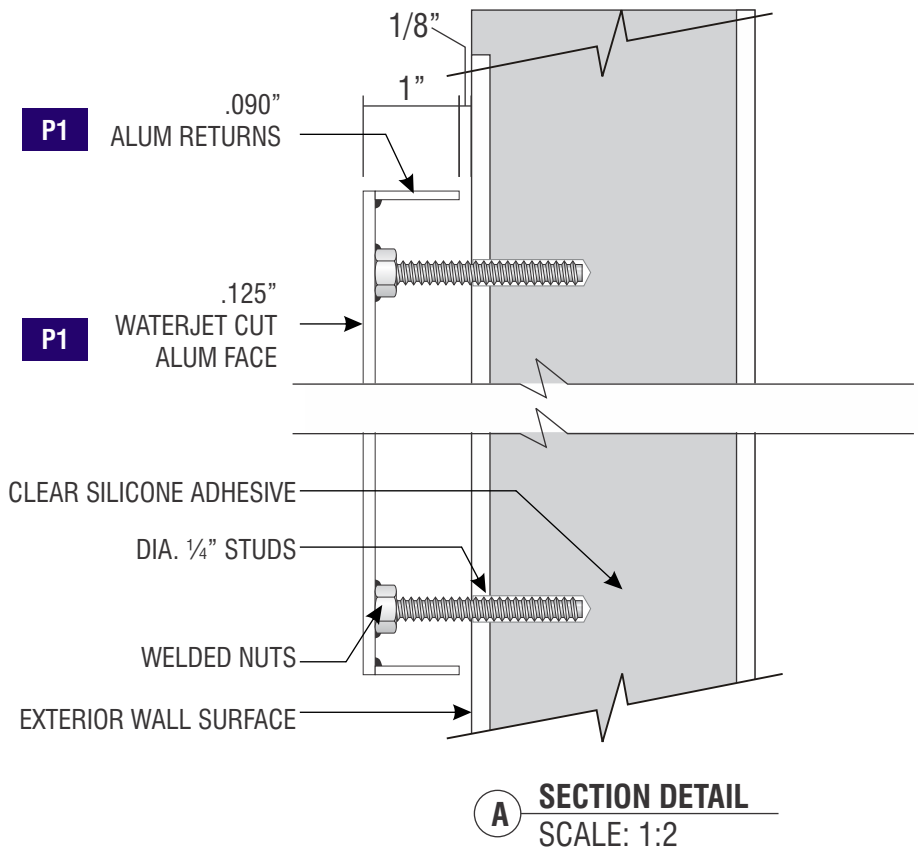
FRONT VIEW SCALE: 1"=1'-0"

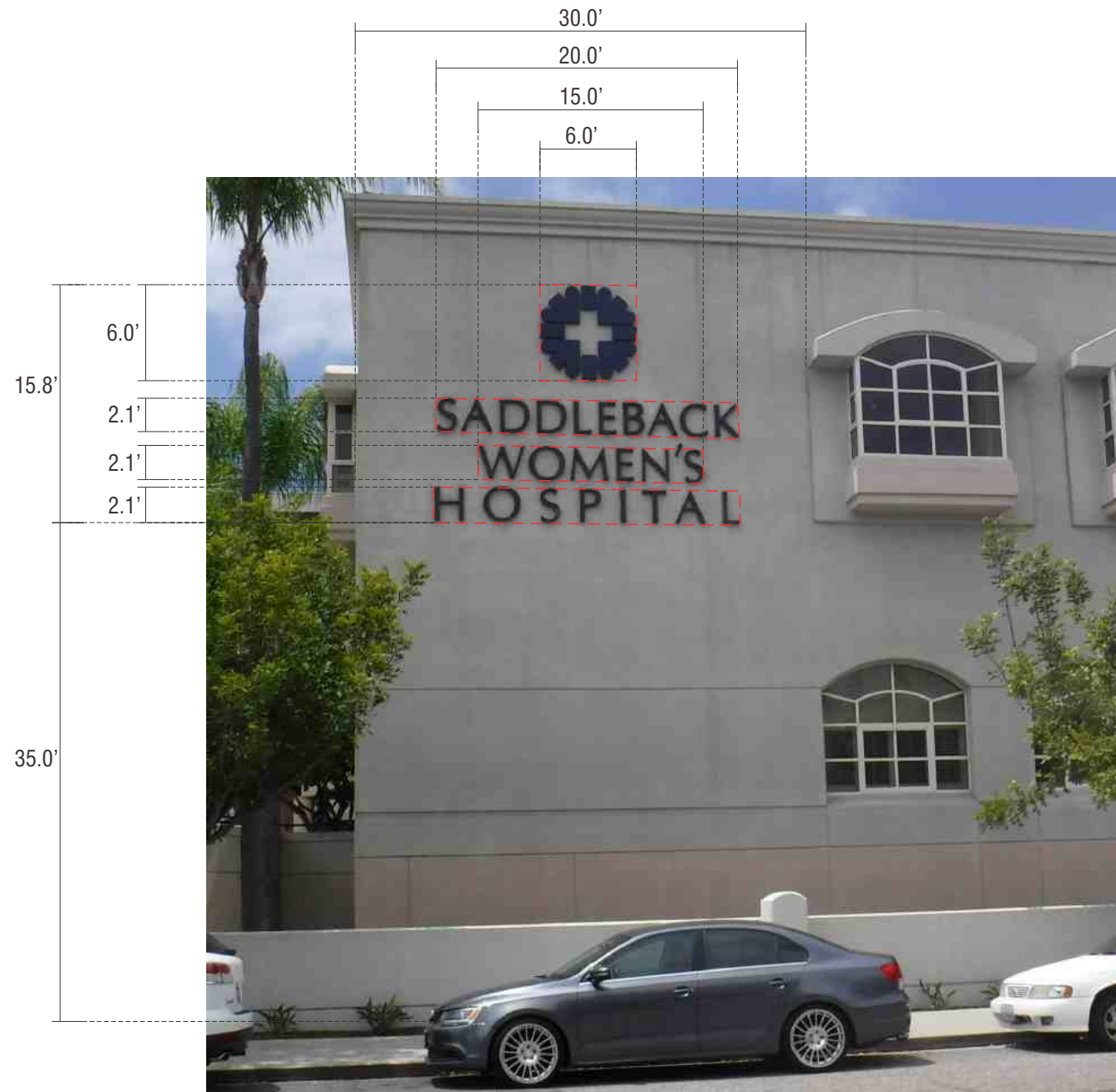
13 SIGNTYPE MC-LNIC-ME-12 SQ. FT.: 8.4

MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED
DIMENSIONAL LETTERSET

PAINT

P1 EGGPLANT - MATTHEWS
#MP75937 R168308,
WITH SATIN FINISH





EXISTING CONDITIONS

SCALE: 3/32" = 1'-0"

$$(6 \times 6) + (2.1 \times 20) + (2.1 \times 15) + (2.1 \times 20) = 36 + 42 + 31.5 + 42 = 151.5 \text{ SQ FT}$$

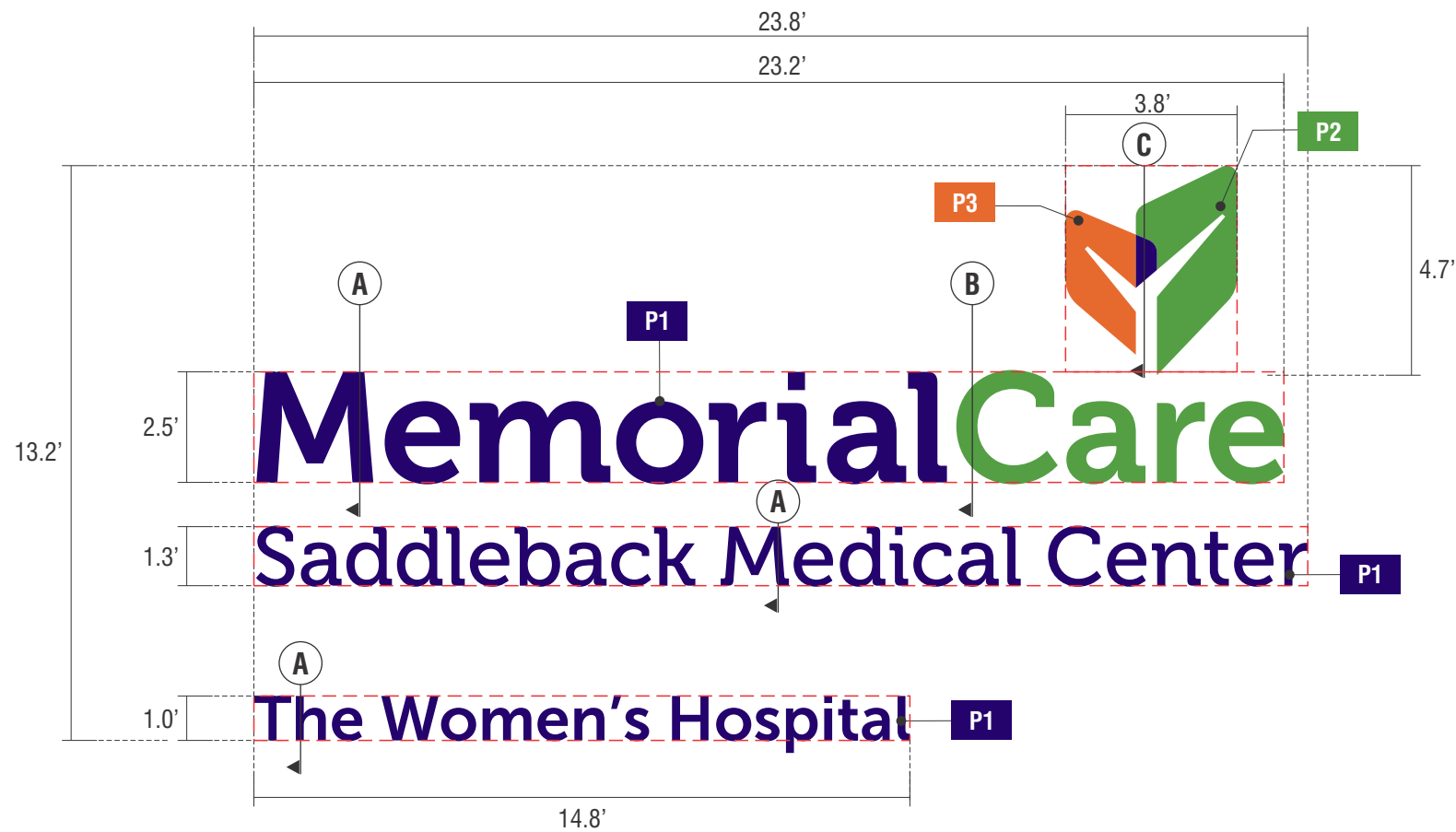


PROPOSED SIGNAGE

SCALE: 3/32" = 1'-0"

- OSHPD APPROVAL REQUIRED

$$(2.5 \times 23.2) + (4.7 \times 3.8) + (1.3 \times 23.8) + (1.0 \times 14.8) = 58 + 17.8 + 30.9 + 14.8 = 121.5$$



FRONT VIEW SCALE: 1/4" = 1'-0"

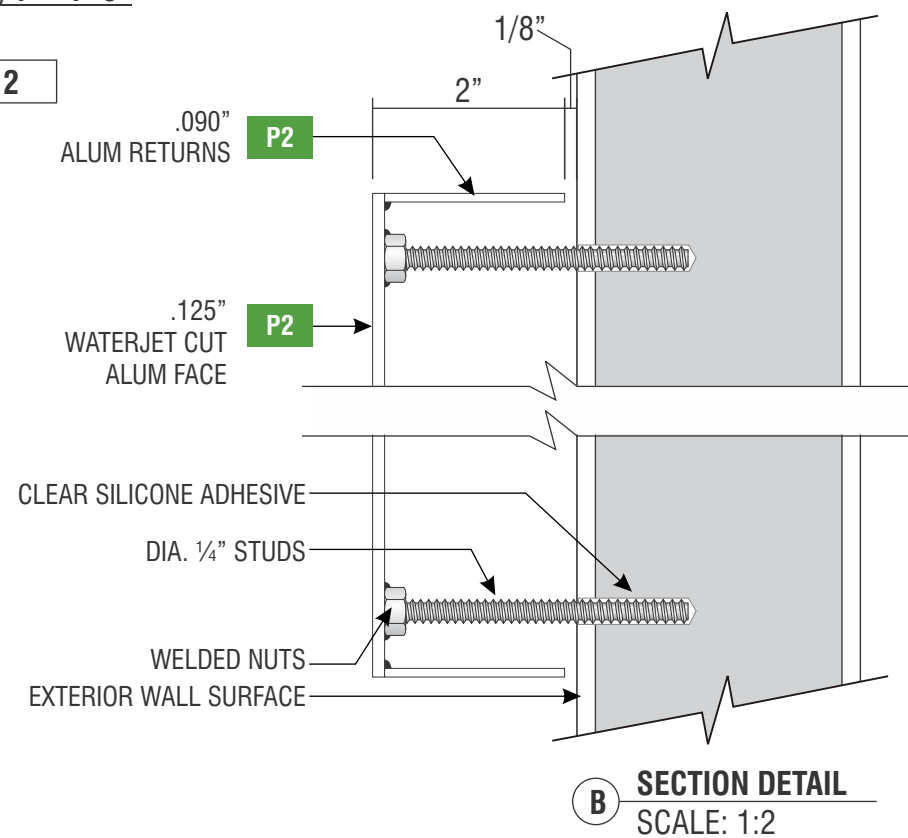
14 SQ. FT.: 121.5

SIGNTYPE MC-LNIC-E-30-ST MC-SMC-LNIC-E-16 MC-TWH-LNIC-E-12

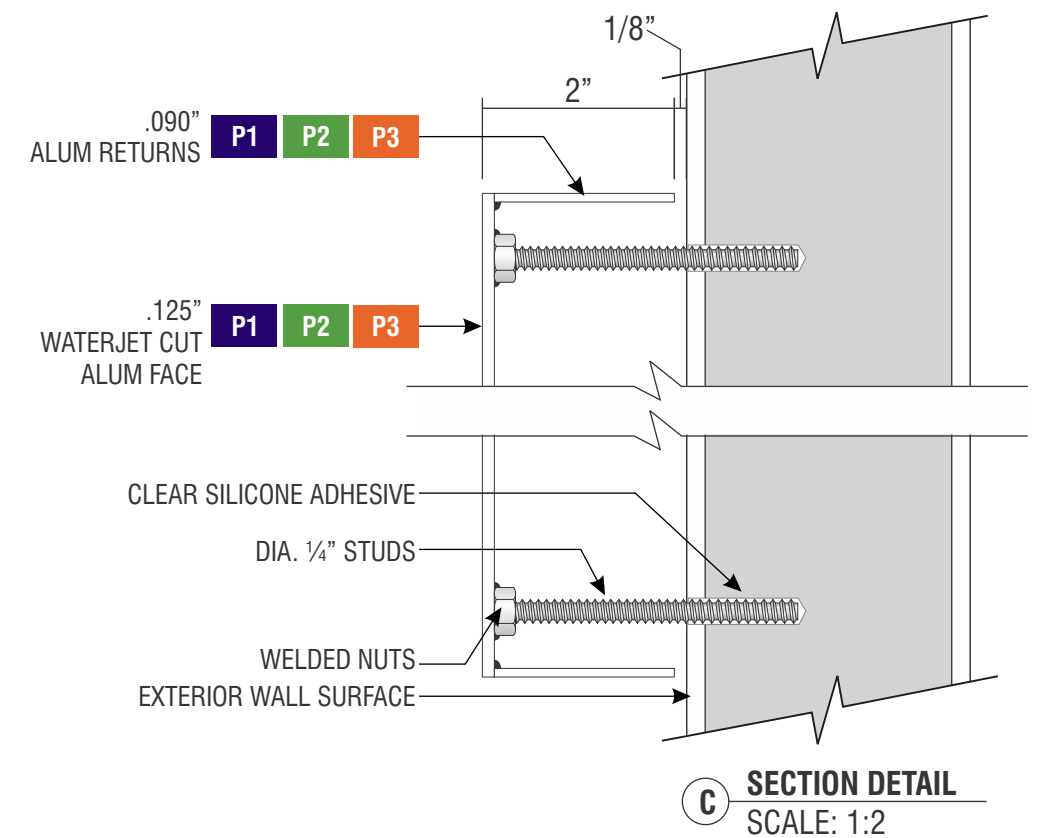
MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED
DIMENSIONAL LETTERSET

PAINT

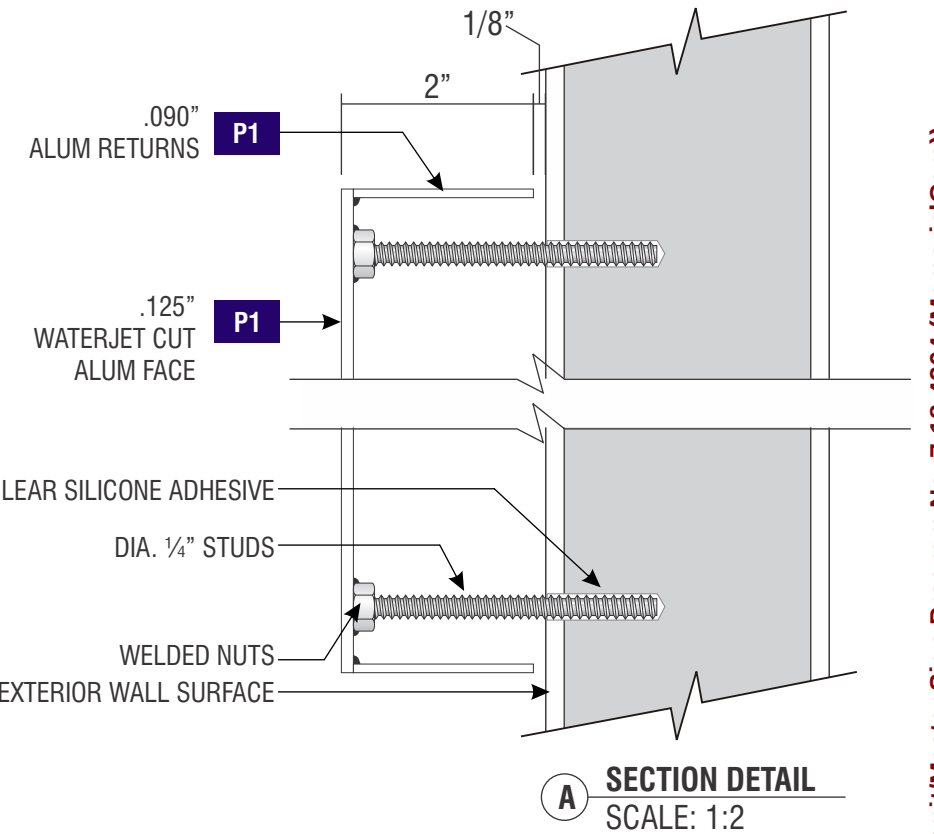
- P1** EGGPLANT - MATTHEWS
#MP75937 R168308,
WITH SATIN FINISH
- P2** GREEN - MATTHEWS
#MP76520 R168308,
WITH SATIN FINISH
- P3** ORANGE - MATTHEWS
#MP89932 R168773
WITH SATIN FINISH



B SECTION DETAIL
SCALE: 1:2



C SECTION DETAIL
SCALE: 1:2



A SECTION DETAIL
SCALE: 1:2

Attachment: Attachment 3- Master Sign Program (1930 : Site Development Permit/Master Sign Program No. 7-18-4264 (MemorialCare))



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MEMORIALCARE

Saddleback Memorial Medical Center
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Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062
quote:
project ID: MEMORIALCARE_MC0005_

Packet Pg. 106

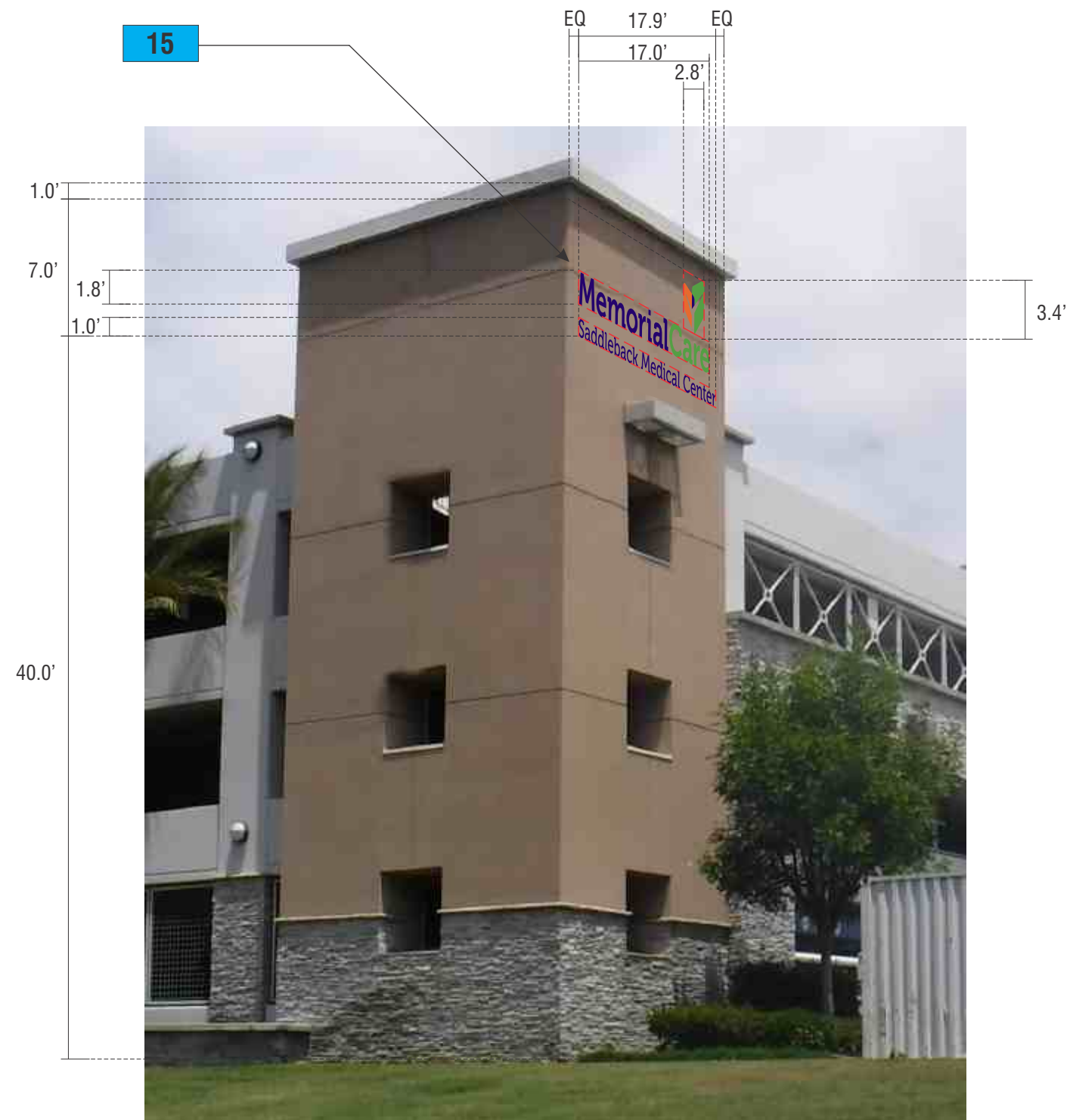
REMOVE EXISTING
LOGO SYMBOL
AND CORRESPONDING
LIGHT FIXTURE



EXISTING CONDITIONS

APPROX. SCALE: 1/8" = 1'-0"

$$5.0 \times 5.0 = 25 \text{ SQ FT}$$



PROPOSED CONDITIONS

APPROX. SCALE: 1/8" = 1'-0"

$$(1.8 \times 17) + (3.4 \times 2.8) + (1.0 \times 17.9) = 30.6 + 9.5 + 17.9 = 58 \text{ SQ FT}$$



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REMOVE EXISTING
LOGO SYMBOL
AND CORRESPONDING
LIGHT FIXTURE



EXISTING CONDITIONS

APPROX. SCALE: 1/8" = 1'-0"

$$5.0 \times 5.0 = 25 \text{ SQ FT}$$



PROPOSED CONDITIONS

APPROX. SCALE: 1/8" = 1'-0"

$$(1.8 \times 17) + (3.4 \times 2.8) + (1.0 \times 17.9) = 30.6 + 9.5 + 17.9 = 58 \text{ SQ FT}$$



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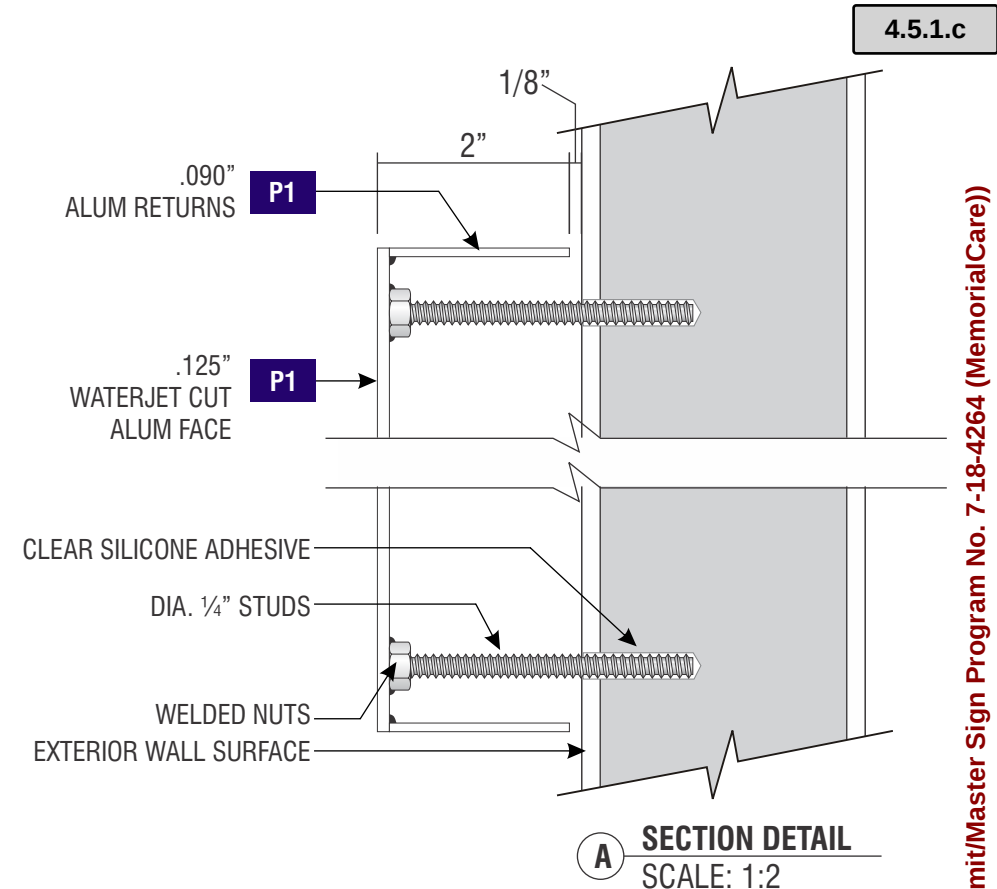
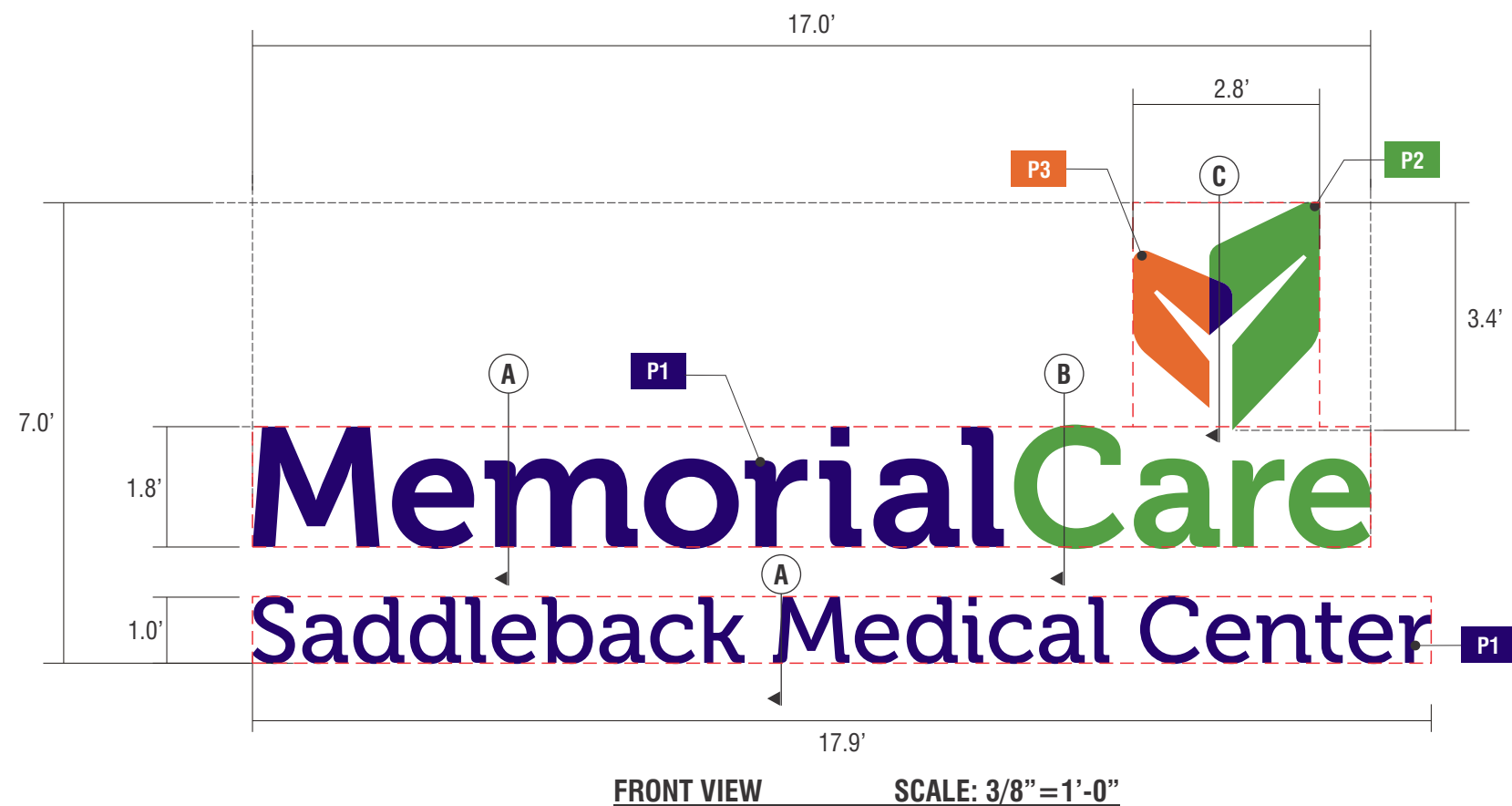
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 108

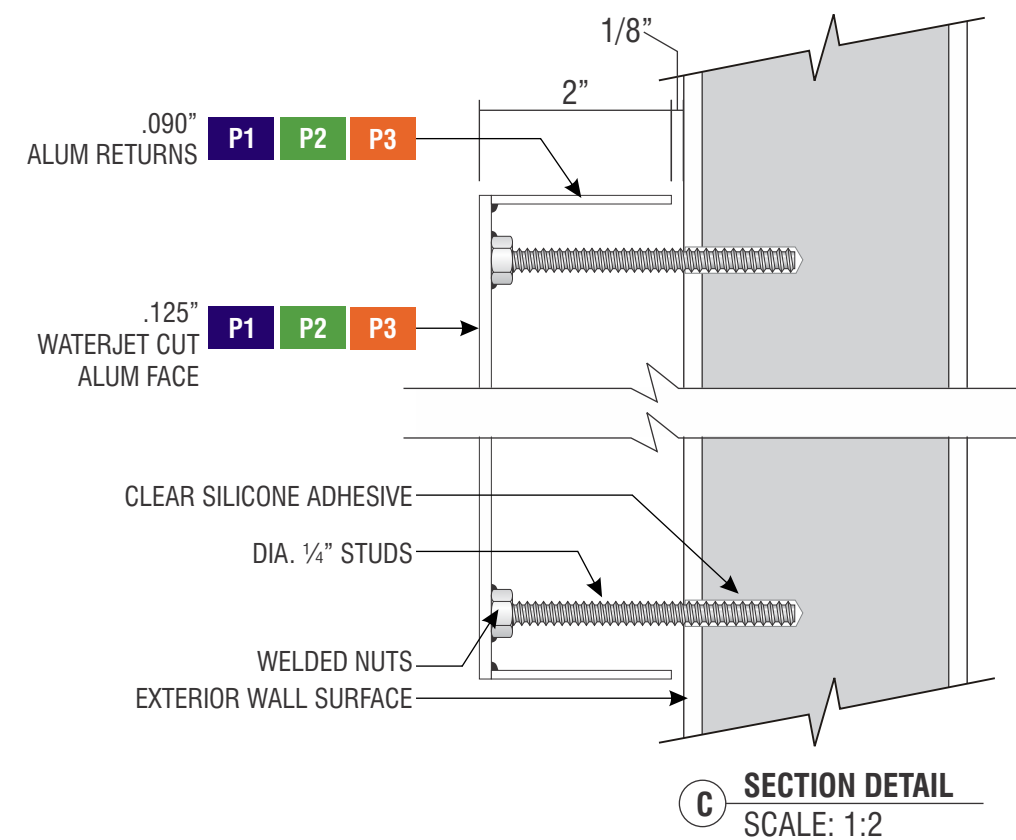
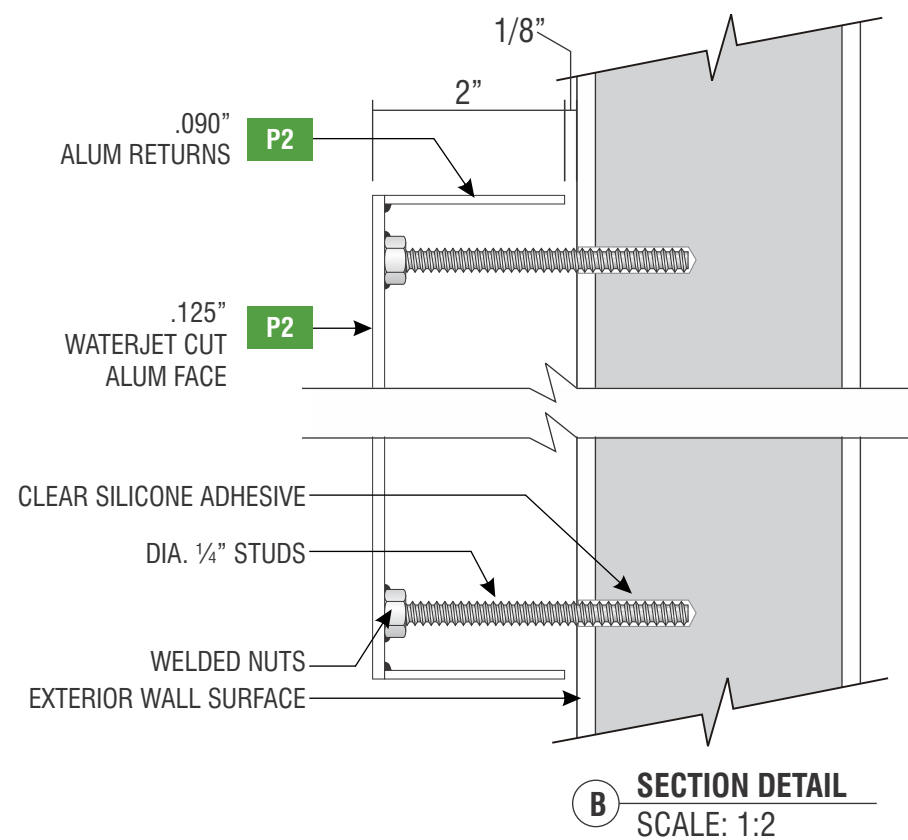


SQ. FT.: 58

15	16	SIGNTYPE	MC-LNIC-E-22-ST	MC-SMC-LNIC-E-12
----	----	----------	-----------------	------------------

MANUFACTURE AND INSTALL TWO (2) NON-ILLUMINATED DIMENSIONAL LETTERSETS

PAINT	
P1	EGGPLANT - MATTHEWS #MP75937 R168308, WITH SATIN FINISH
P2	GREEN - MATTHEWS #MP76520 R168308, WITH SATIN FINISH
P3	ORANGE - MATTHEWS #MP89932 R168773 WITH SATIN FINISH



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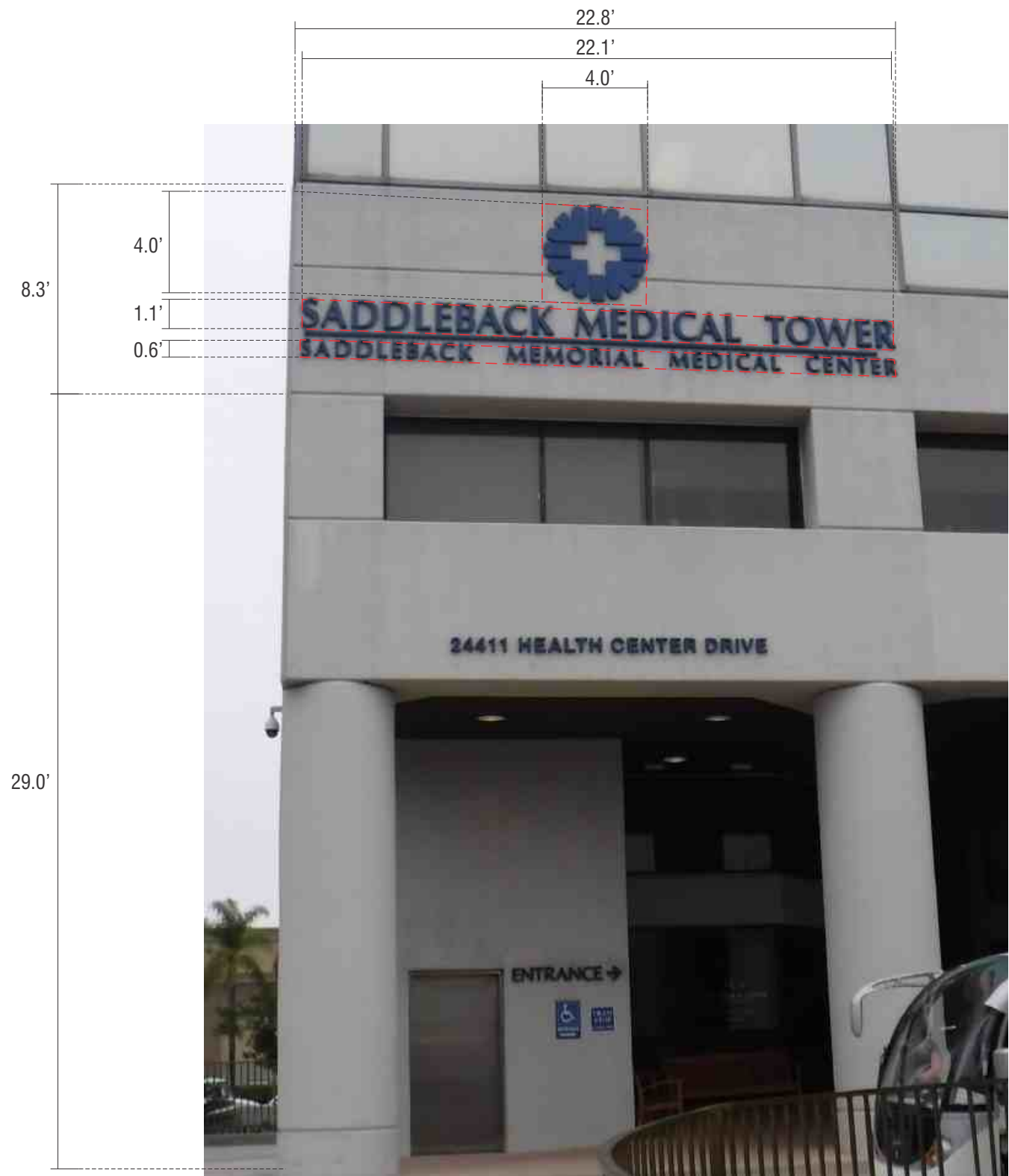
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Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062
quote:
project ID: MEMORIALCARE_MC0005_

Packet Pg. 109

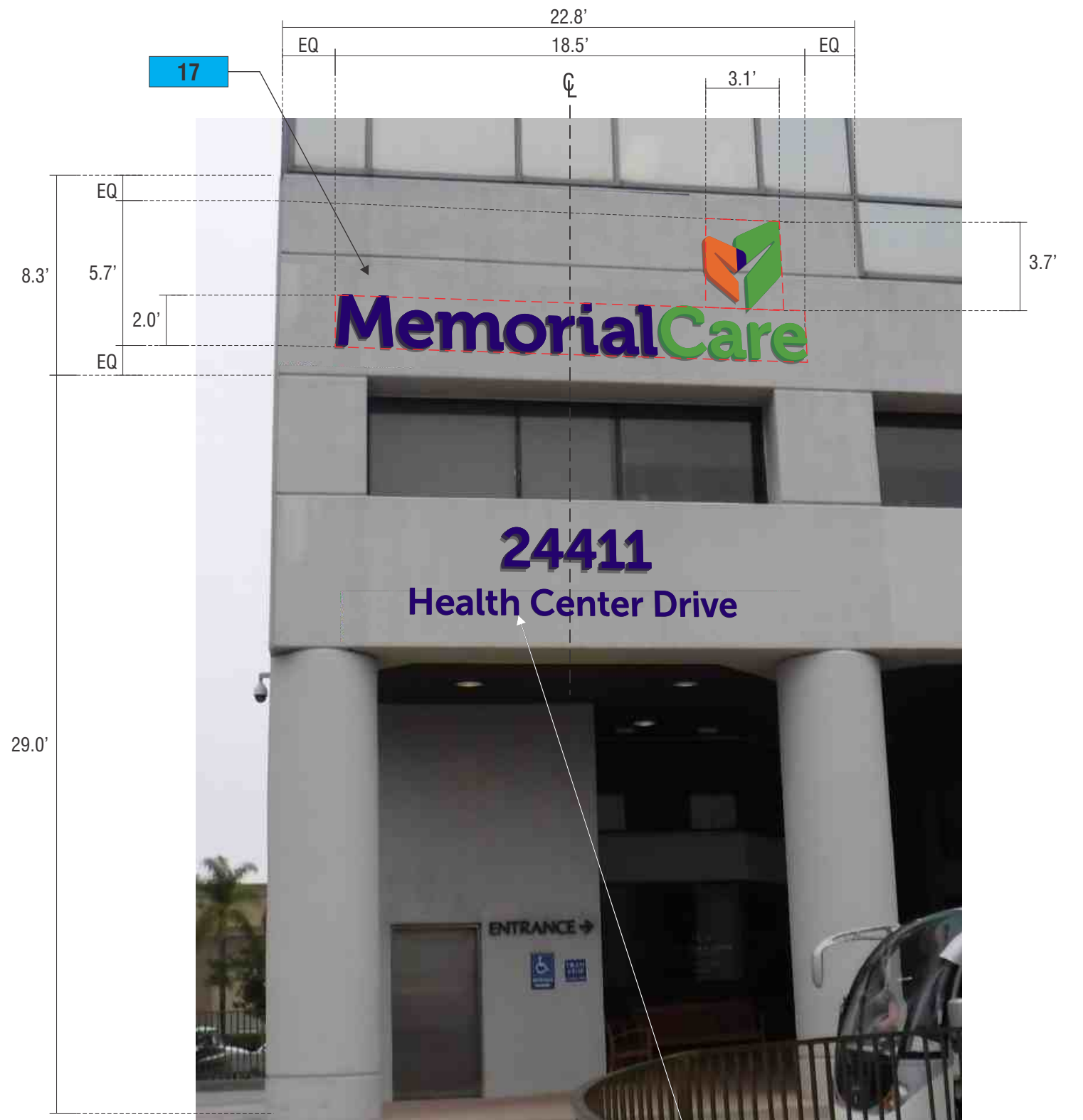
Attachment: Attachment 3- Master Sign Program (1930 : Site Development Permit/Master Sign Program No. 7-18-4264 (MemorialCare))



EXISTING CONDITIONS

APPROX. SCALE: 3/16"=1'-0"

$(4 \times 4) + (1.1 \times 22.1) + (0.6 \times 22.8) = 16 + 24.3 + 13.6 = 53.9 \text{ SQ FT}$

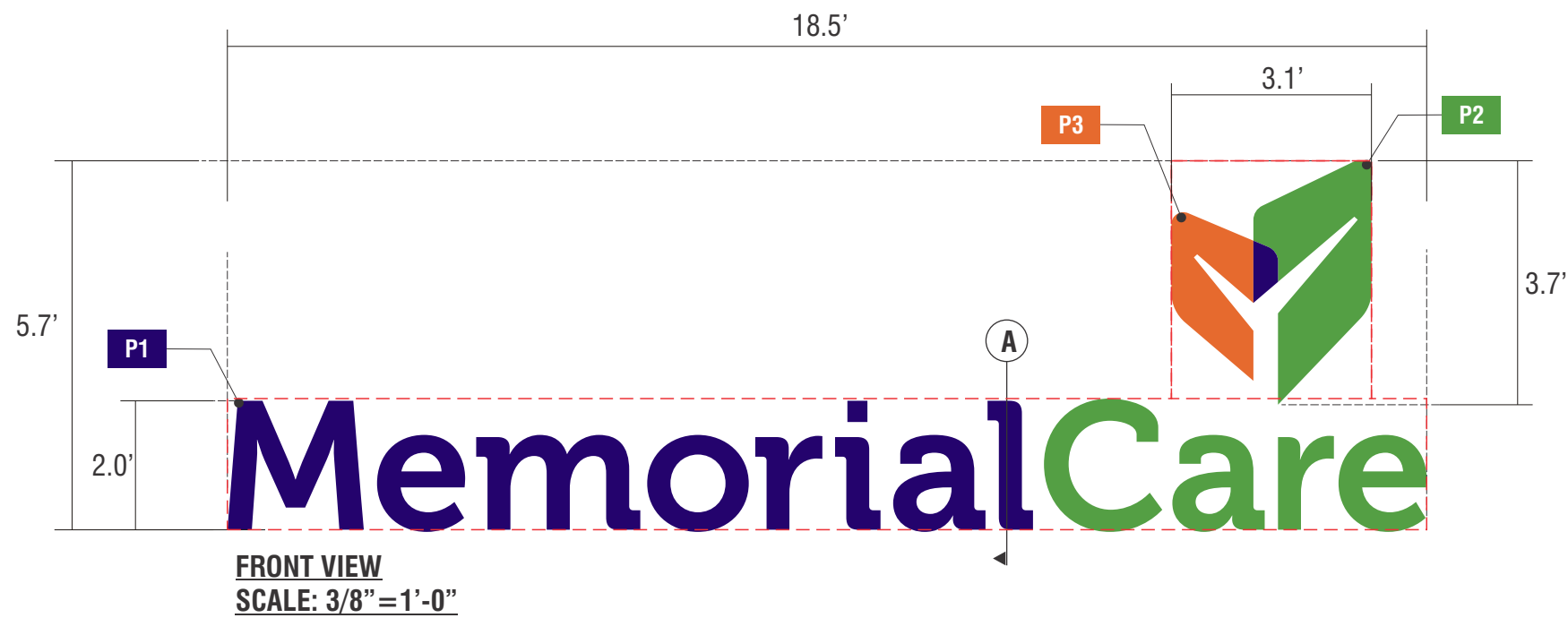


PROPOSED CONDITIONS

APPROX. SCALE: 3/16"=1'-0"

$(2 \times 18.5) + (3.7 \times 3.1) = 37 + 11.4 = 48.4 \text{ SQ FT}$

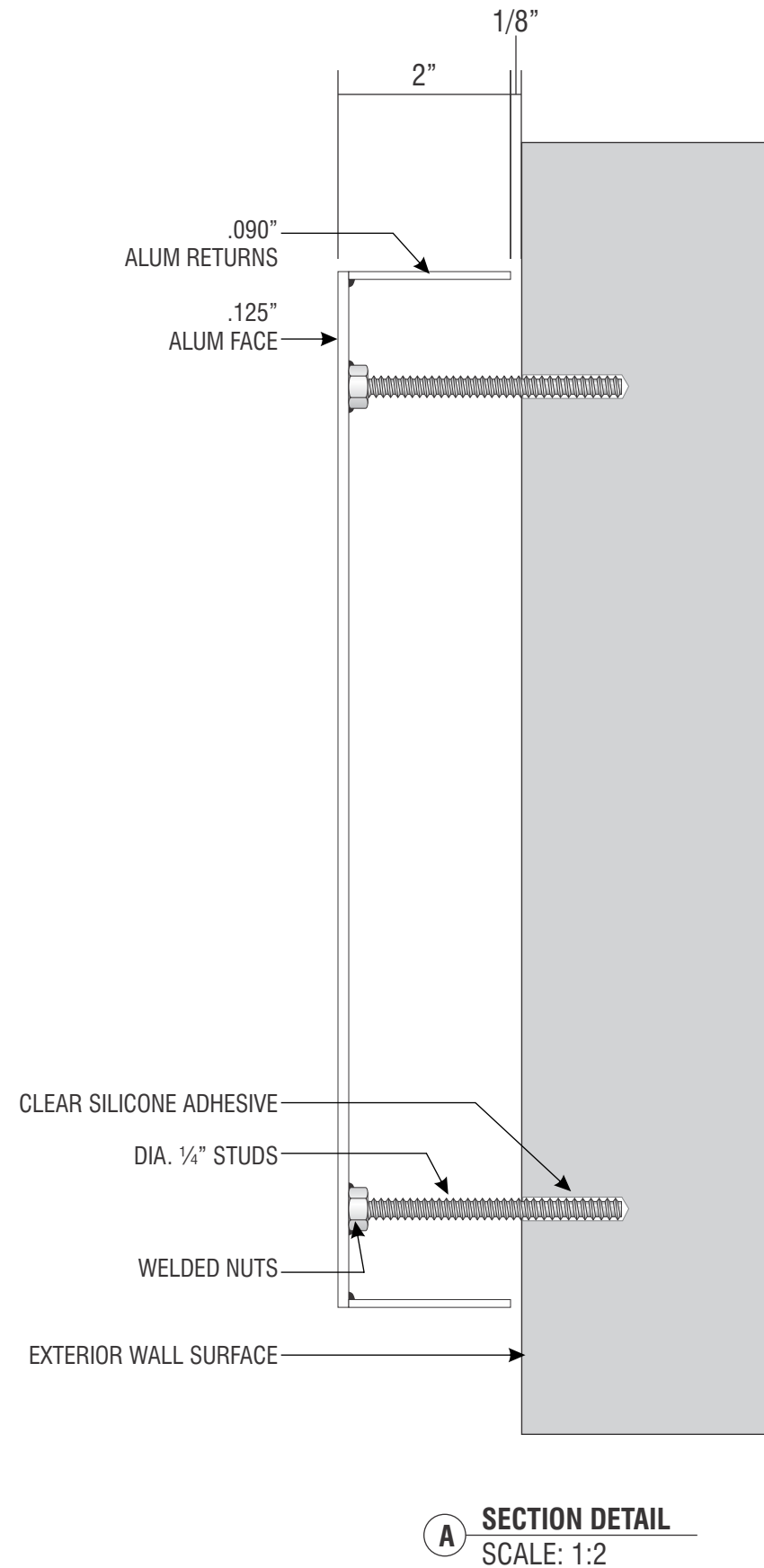
SIGNAGE EXEMPT PER LHMC 9-42.270(H)

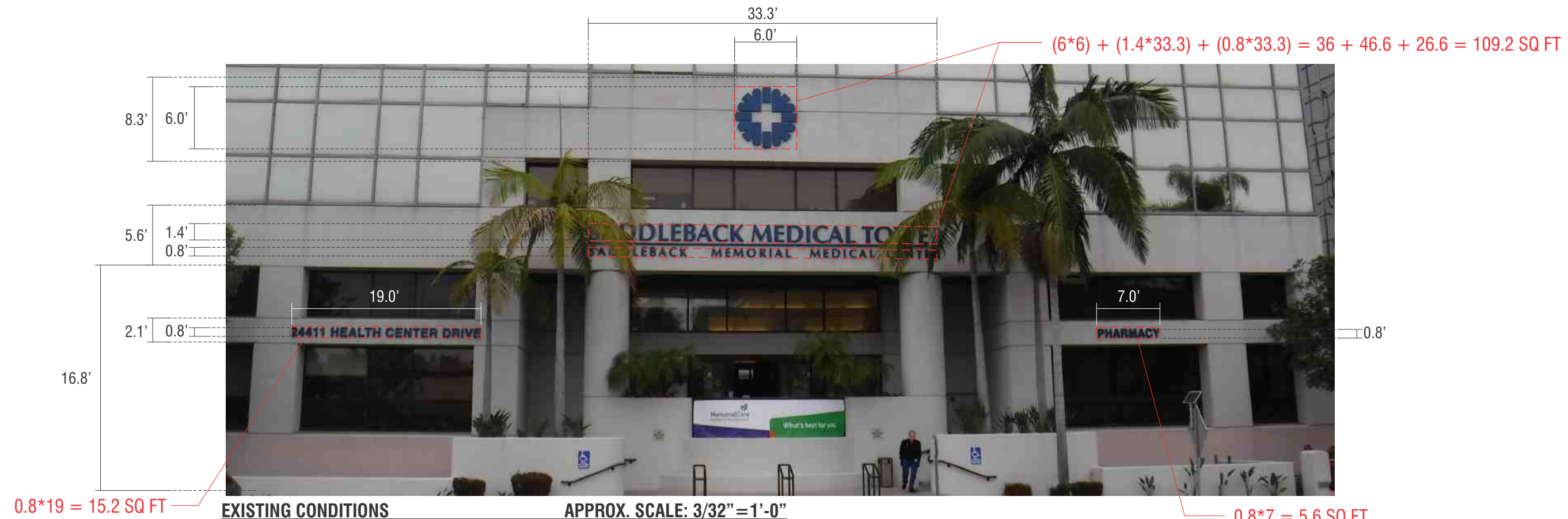


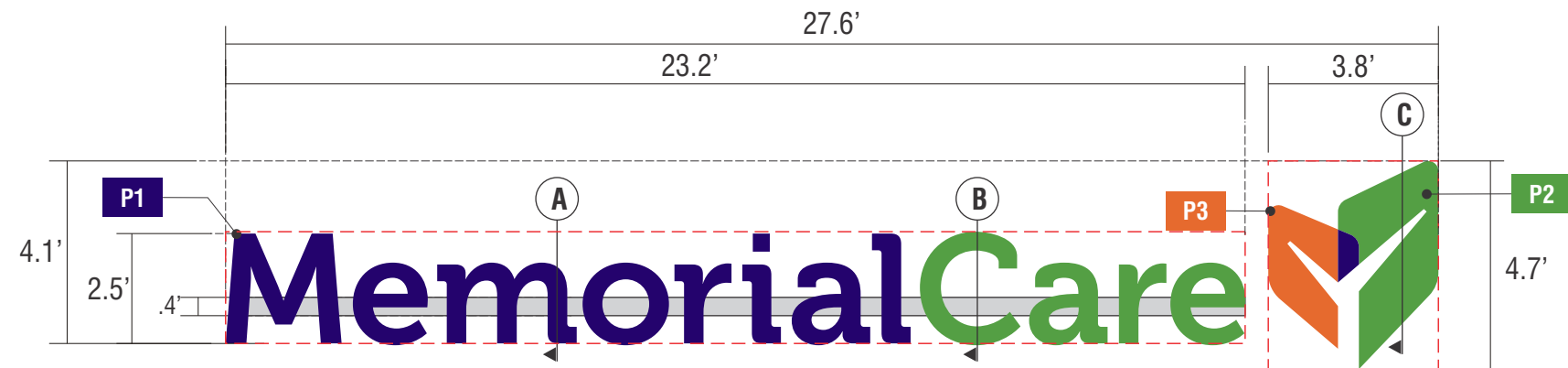
17 SIGNTYPE MC-LNIC-E-24 SQ. FT.: 48.4

MANUFACTURE AND INSTALL ONE (1) SET OF NON-ILLUMINATED DIMENSIONAL LETTERSET

PAINT	MATERIAL
P1 EGGPLANT - MATTHEWS #MP75937 R168308, SATIN FINISH	① WATERJET CUT .125" ALUMINUM FACE
P2 GREEN - MATTHEWS #MP76520 R168308, SATIN FINISH	
P3 ORANGE - MATTHEWS #MP89932 R168773 SATIN FINISH	





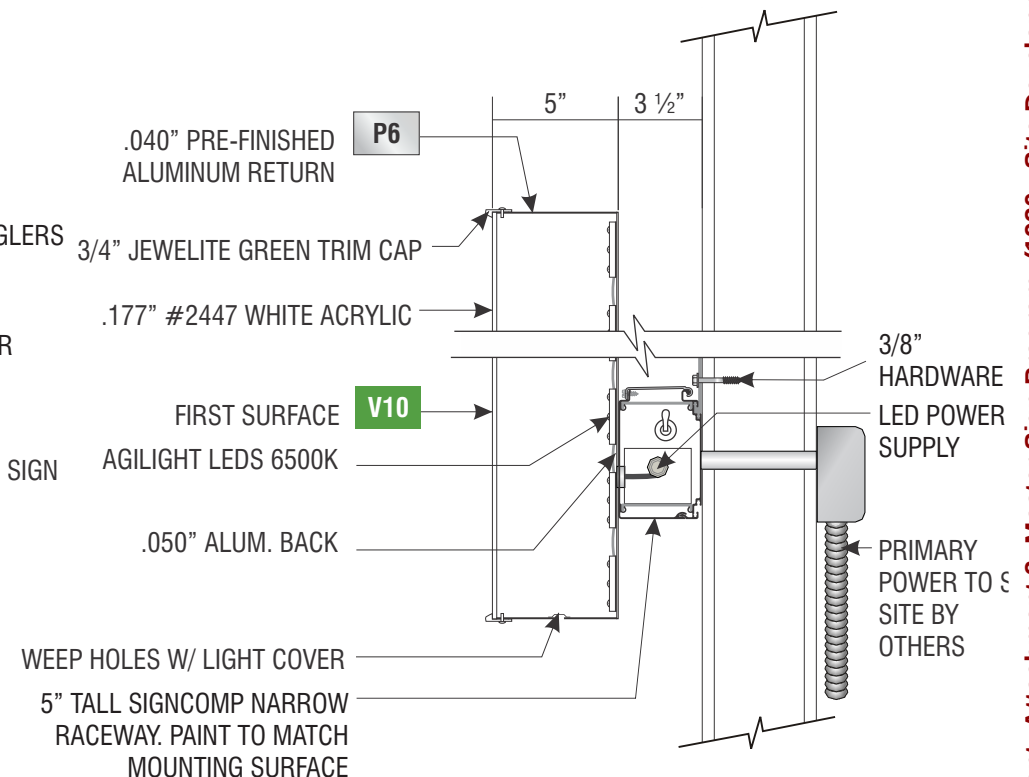
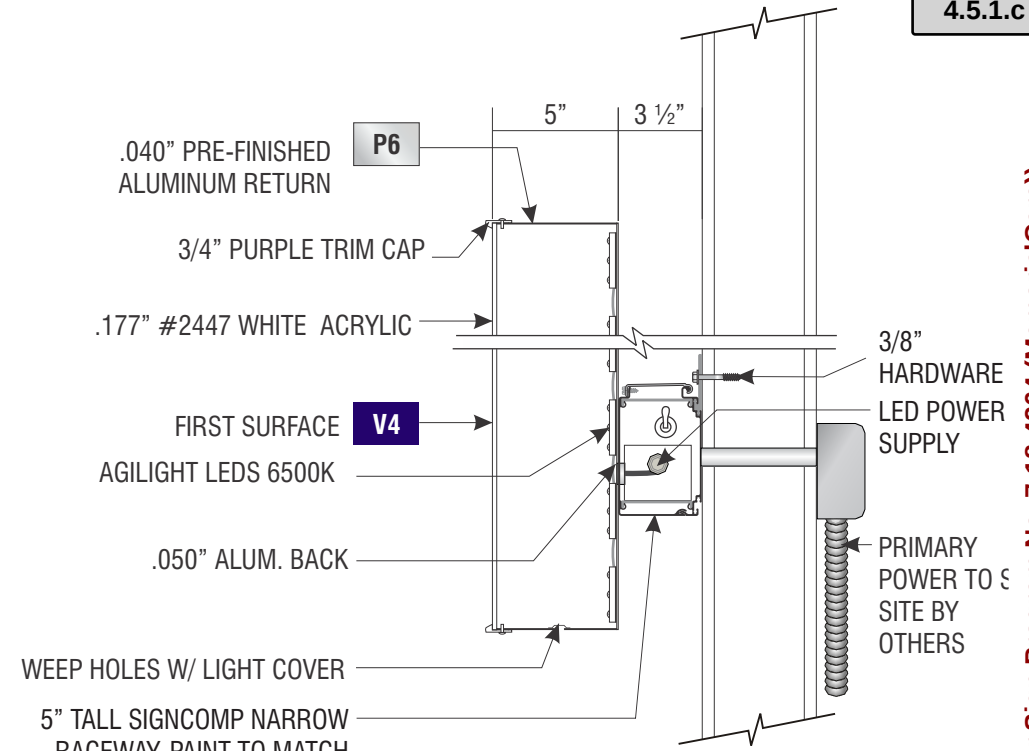
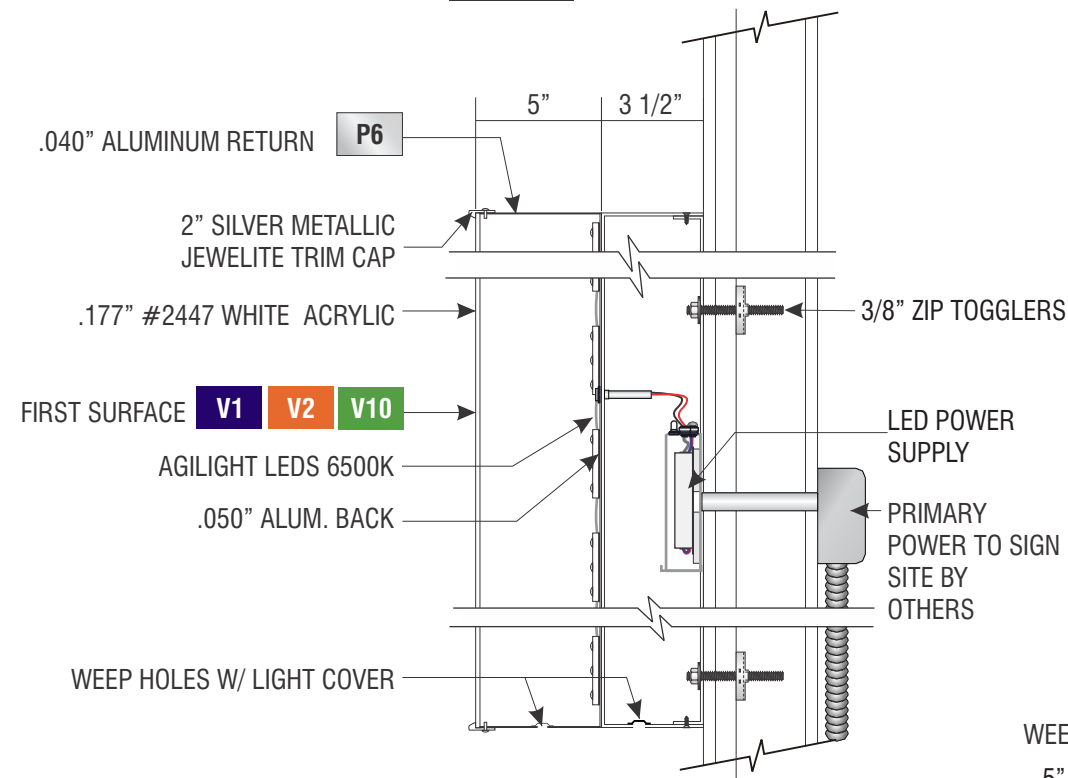
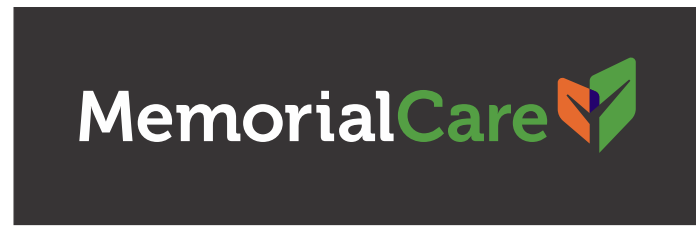


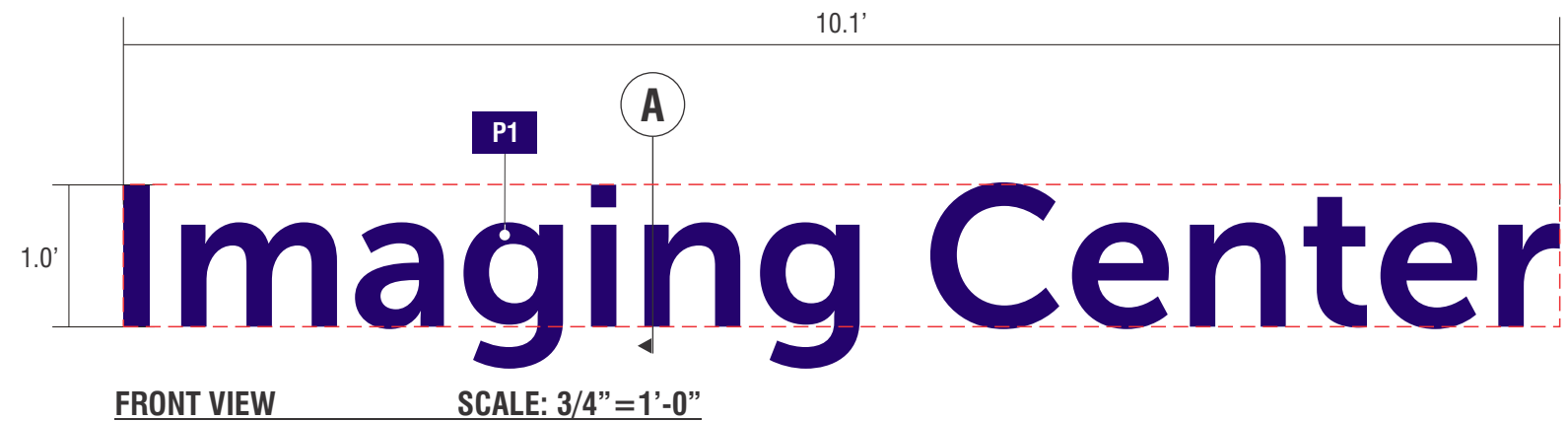
U.L. APPROVED SQ. FT.: 75.8

18 SIGNTYPE MC-LIF-E-30-H-RW CUSTOM - NEW ELECTRICAL CIRCUIT

MANUFACTURE AND INSTALL ONE (1) SET OF INTERNALLY ILLUMINATED (LED) FACELIT CHANNEL LETTERS & LOGO WITH RACEWAYS

TRANSLUCENT VINYL	PAINT
V1 EGGPLANT - (2) LAYERS 3M #3630-87 TRANSLUCENT ROYAL BLUE VINYL	P6 PRE-FINISHED RETURNS: SILVER - MATTHEWS #MP18099 R168593 WITH SATIN FINISH
V2 ORANGE - 3M#3630-44 TRANSLUCENT ORANGE VINYL	PX RACEWAY: SW 6183 CONSERVATIVE GRAY
V4 DUAL COLOR EGGPLANT - 3M DUAL COLOR #DN00471	
V10 GREEN - (2) LAYERS 3M #3630-136 TRANSLUCENT GREEN VINYL	





FRONT VIEW

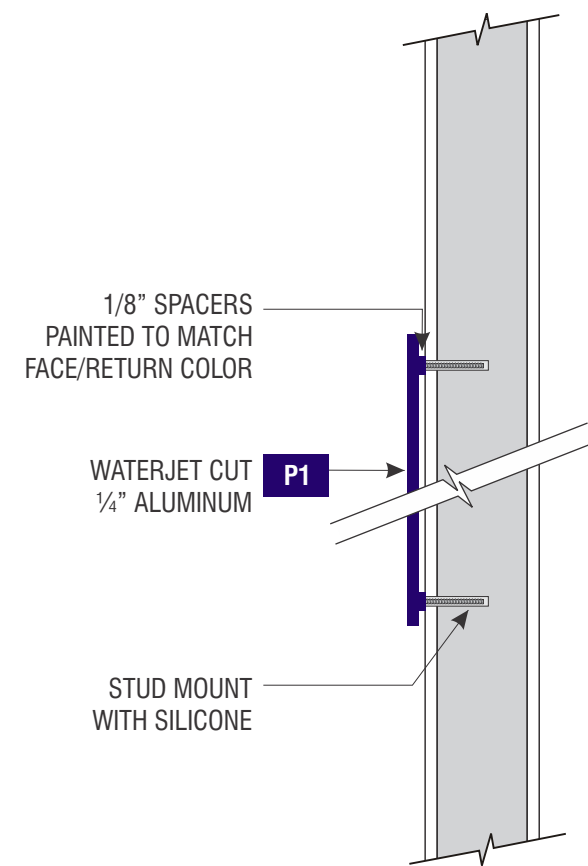
SCALE: 3/4" = 1'-0"

19 **SIGNTYPE** MC-IC-LNIP-E-12 **SQ. FT.: 10.1**

MANUFACTURE AND INSTALL ONE (1) SET(S) OF NON-ILLUMINATED PLATE LETTERS

PAINT

P1 EGGPLANT - MATTHEWS
#MP75937 R168308,
SATIN FINISH



A **SECTION DETAIL**
SCALE: 3" = 1'-0"



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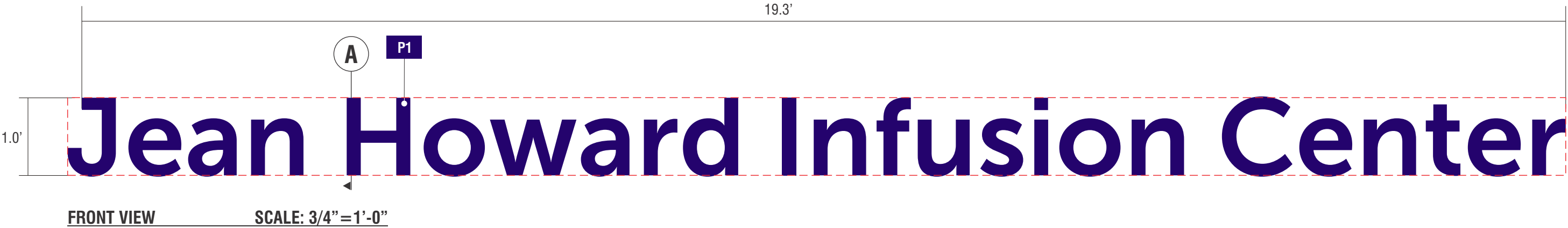
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_1

Packet Pg. 114

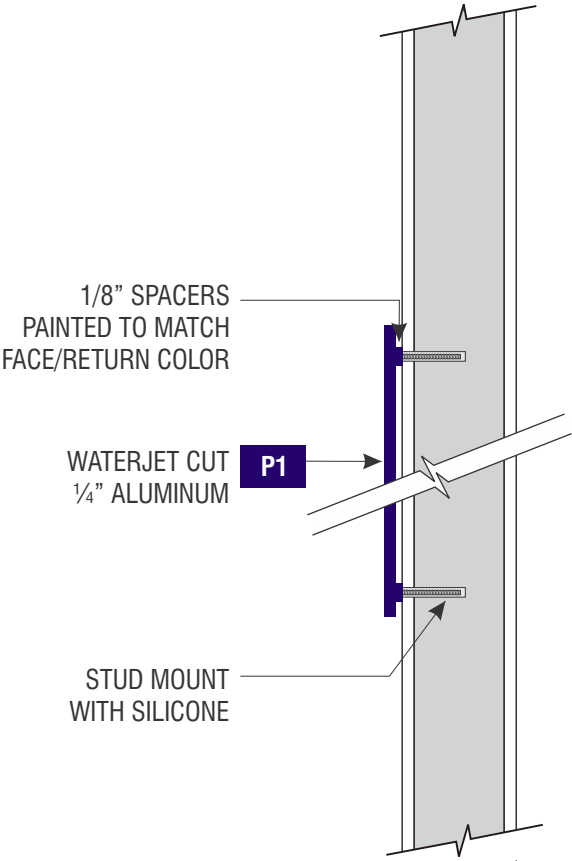


20 **SIGNTYPE** MC-JHIC-LNIP-E-12 **SQ. FT.: 19.3**

MANUFACTURE AND INSTALL ONE (1) SET(S) OF NON-ILLUMINATED PLATE LETTERS

PAINT

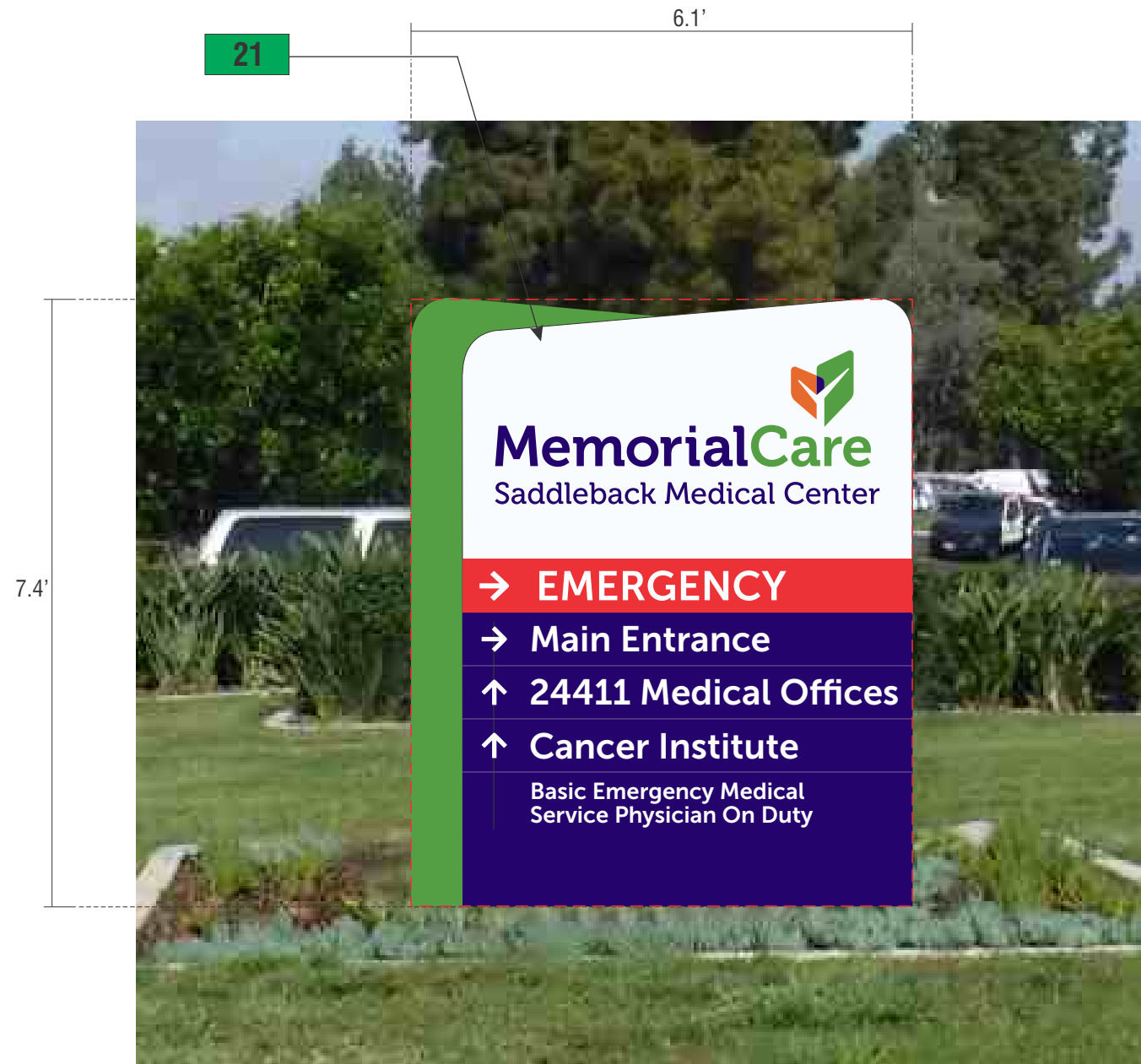
P1 EGGPLANT - MATTHEWS
#MP75937 R168308,
SATIN FINISH



A **SECTION DETAIL**
SCALE: 3"=1'-0"

**EXISTING CONDITIONS****SCALE: 1/2" = 1'-0"**

$$7.4 \times 5.3 = 39.2 \text{ SQ FT}$$

**PROPOSED SIGNAGE****SCALE: 1/2" = 1'-0"**

$$7.4 \times 6.1 = 45.1 \text{ SQ FT}$$



SITE PLAN

1/16"=1'-0"



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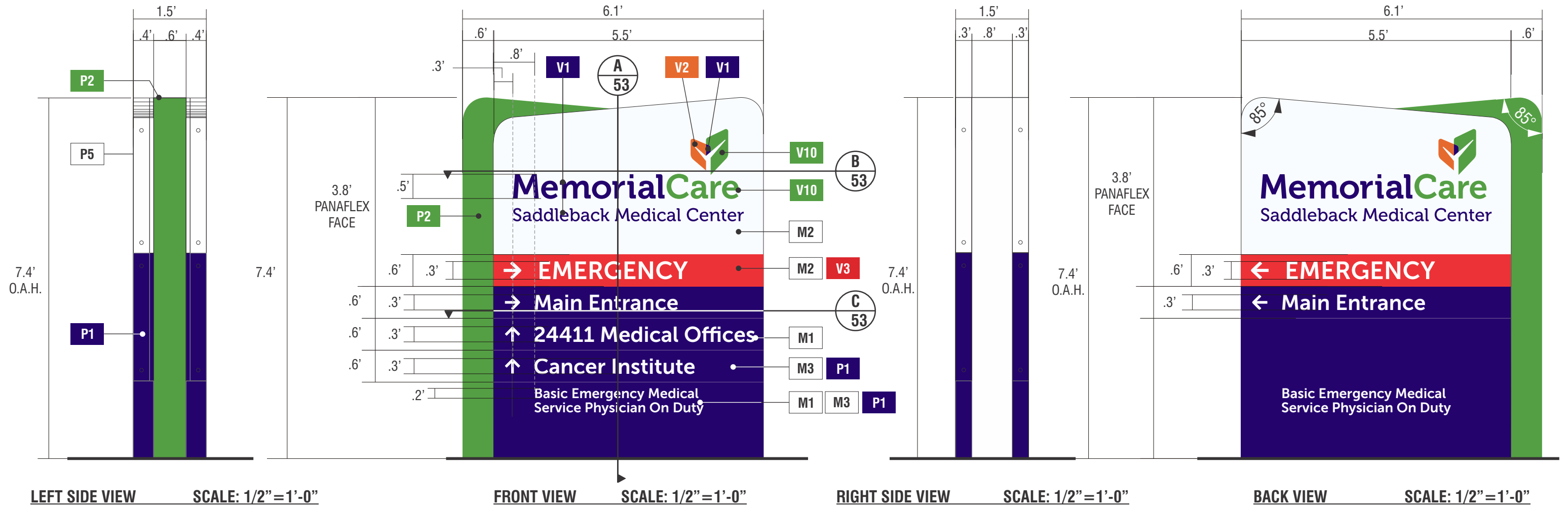
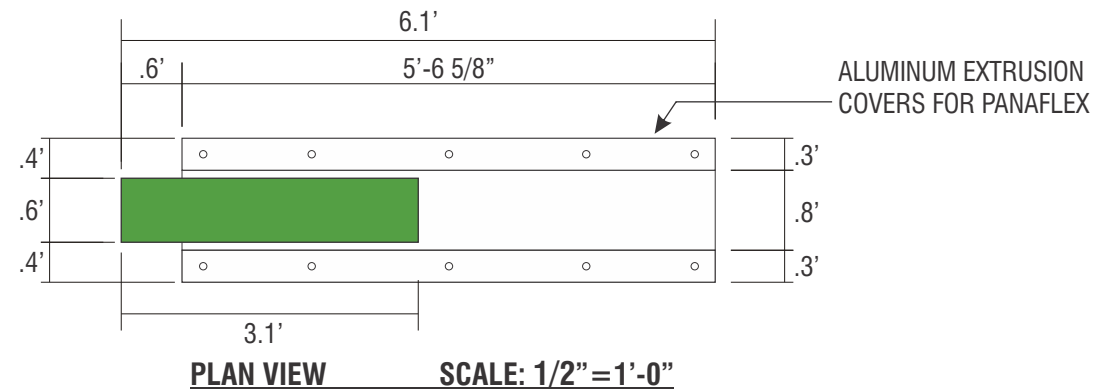
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_1

Packet Pg. 117



21 SIGNTYPE MC-DME-7.5 SQ. FT.: 45.1

MANUFACTURE AND INSTALL ONE (1) ILLUMINATED DIRECTIONAL SIGN

PAINT

- P1** EGGPLANT - MATTHEWS
#MP75937 R168308,
WITH SATIN FINISH
- P5** WHITE - MATTHEWS
#MP11477 R168308
WITH SATIN FINISH
- P2** GREEN - MATTHEWS
#MP76520 R168308,
WITH SATIN FINISH

TRANSLUCENT VINYL

- V1** EGGPLANT - (2) LAYERS
3M #3630-87 TRANSLUCENT
ROYAL BLUE VINYL
- V2** ORANGE -
3M#3630-44 TRANSLUCENT
ORANGE VINYL
- V10** GREEN (2) LAYERS
3M #3630-136 TRANSLUCENT
GREEN VINYL
- V3** EMERGENCY RED -
3M #3630-33 TRANSLUCENT
RED VINYL
- V11** DIFFUSER FILM
3M #3635-70
DIFFUSER VINYL

MATERIALS

- M1** .25" THICK
#7328 WHITE PLEX
- M2** 3M PANAGRAPHS III
- M3** .125" ALUMINUM



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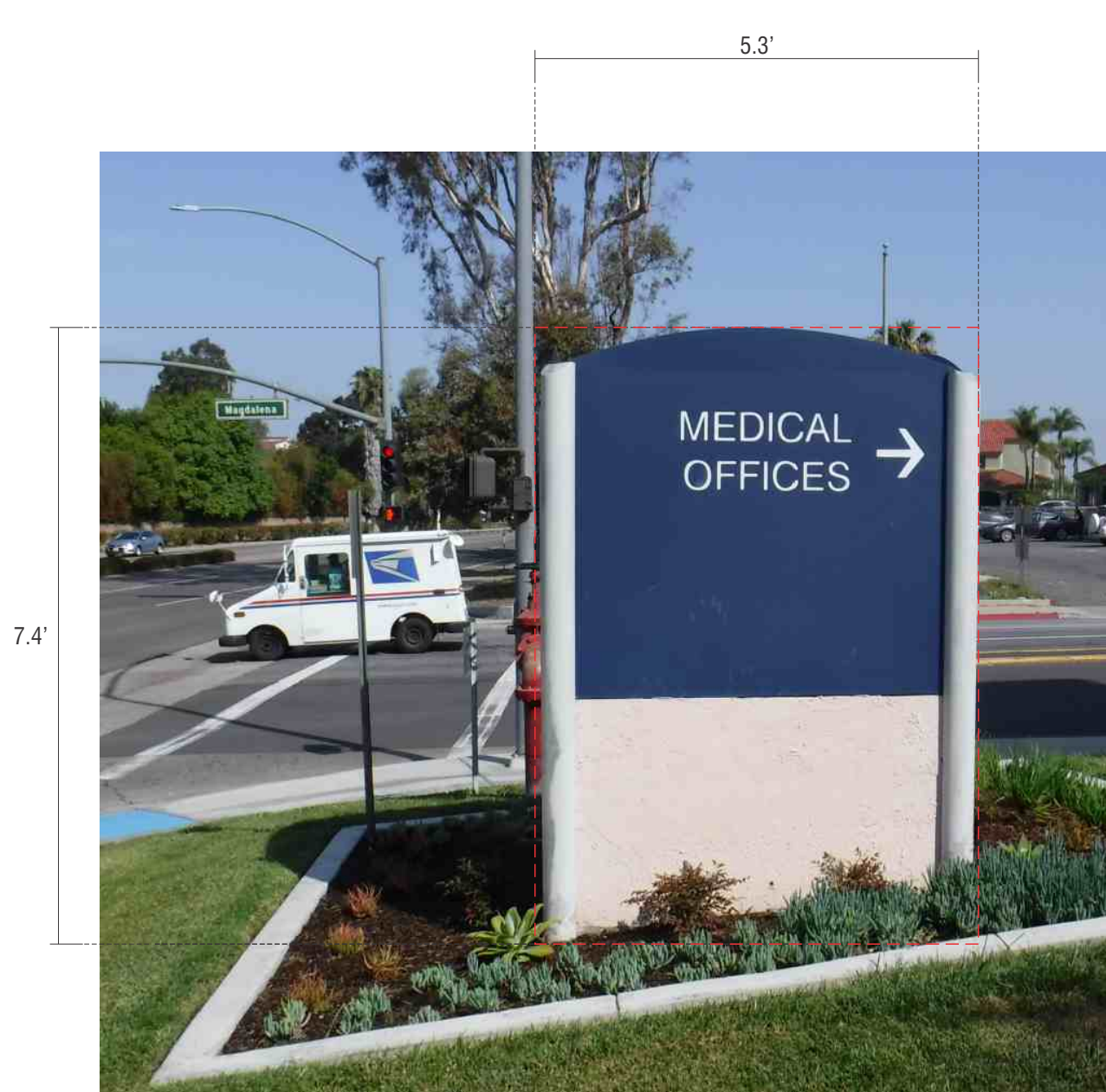
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Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062
quote:
project ID: MEMORIALCARE_MC0005_

**EXISTING CONDITIONS****SCALE: 1/2" = 1'-0"**

$$7.4 \times 5.3 = 39.2 \text{ SQ FT}$$

**PROPOSED SIGNAGE****SCALE: 1/2" = 1'-0"**

$$7.4 \times 6.1 = 45.1 \text{ SQ FT}$$



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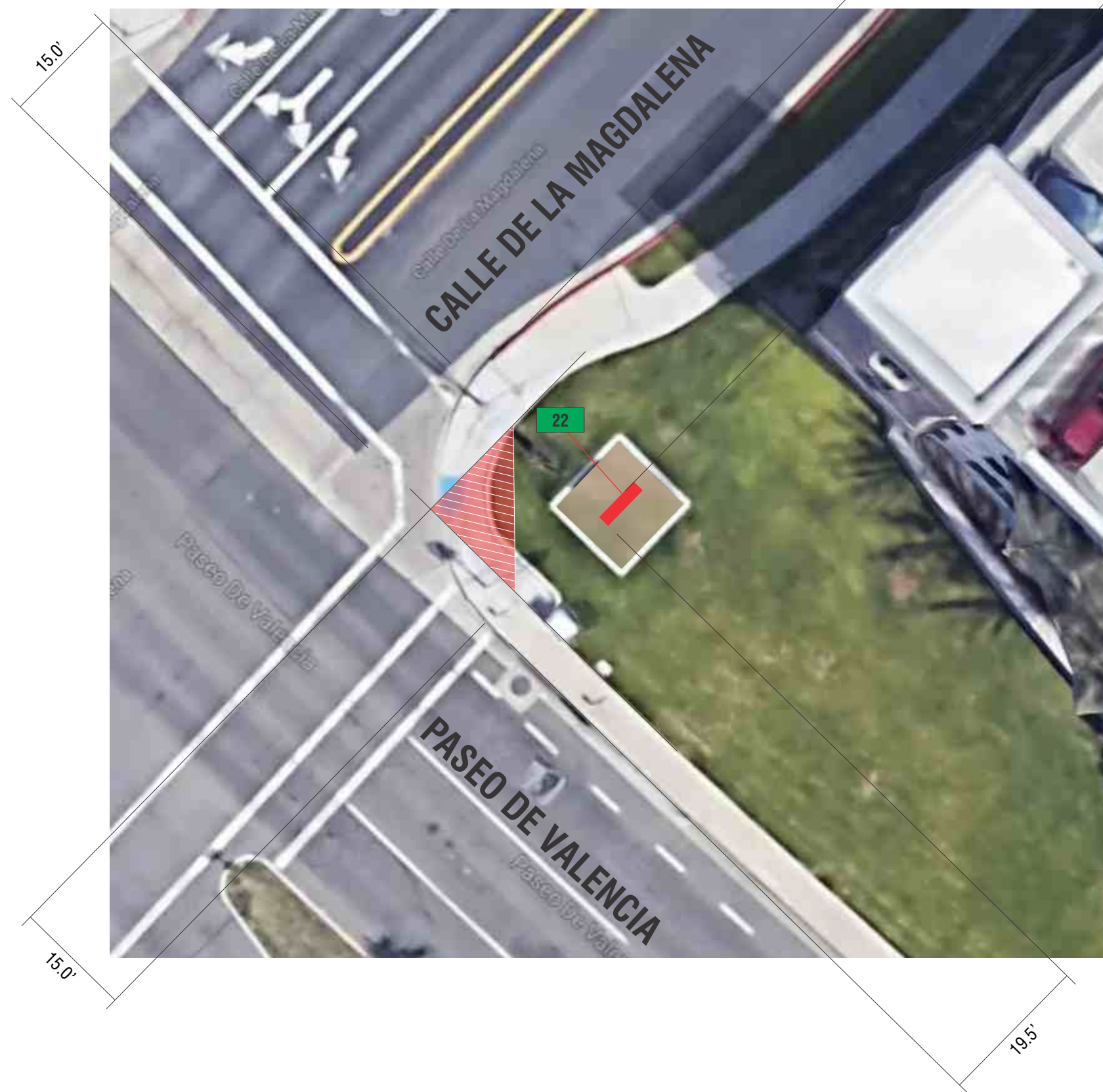
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 119



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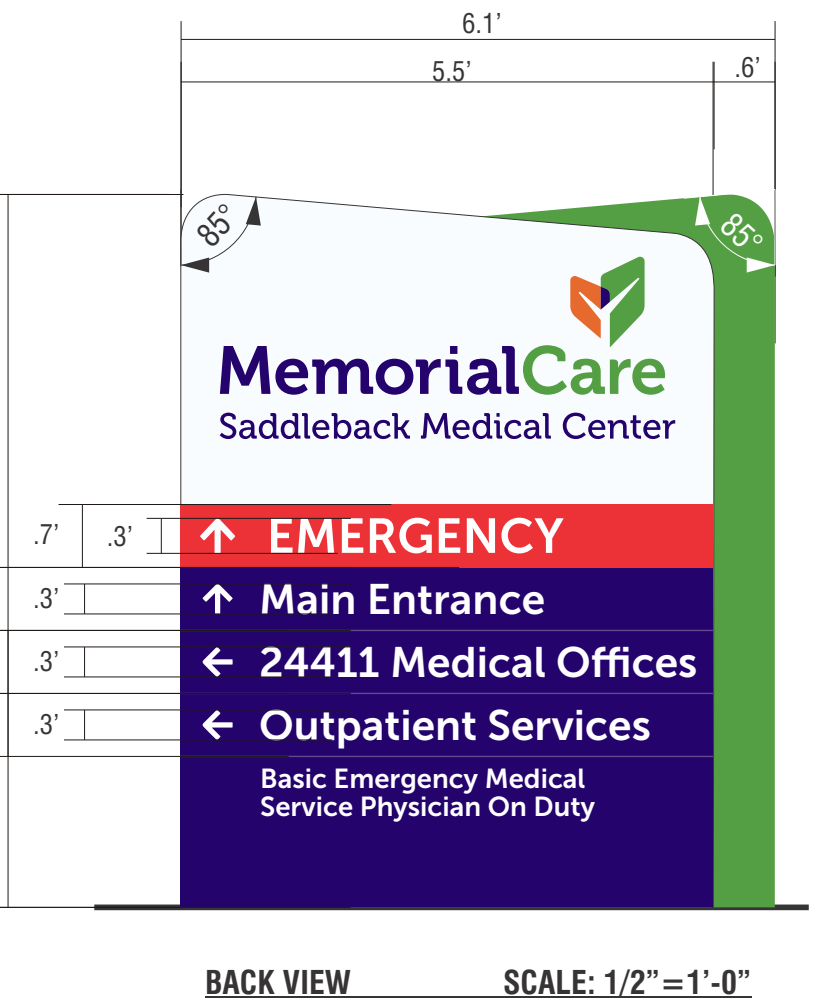
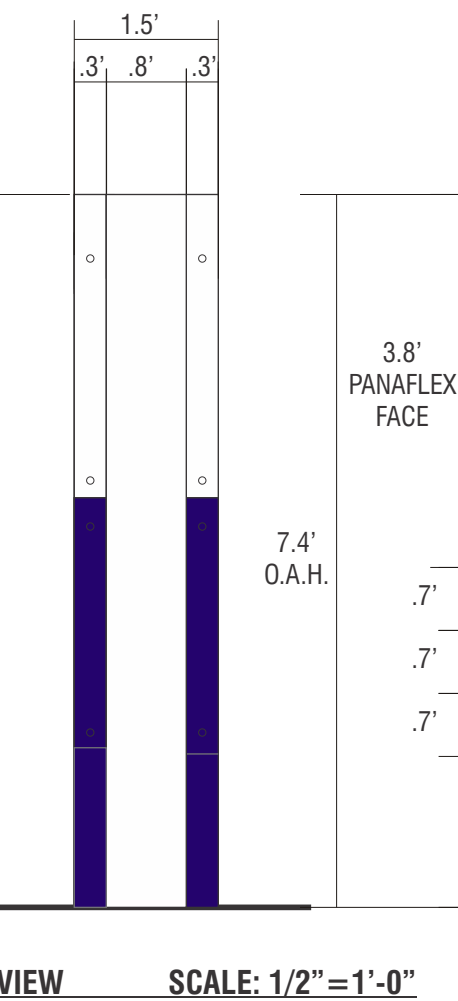
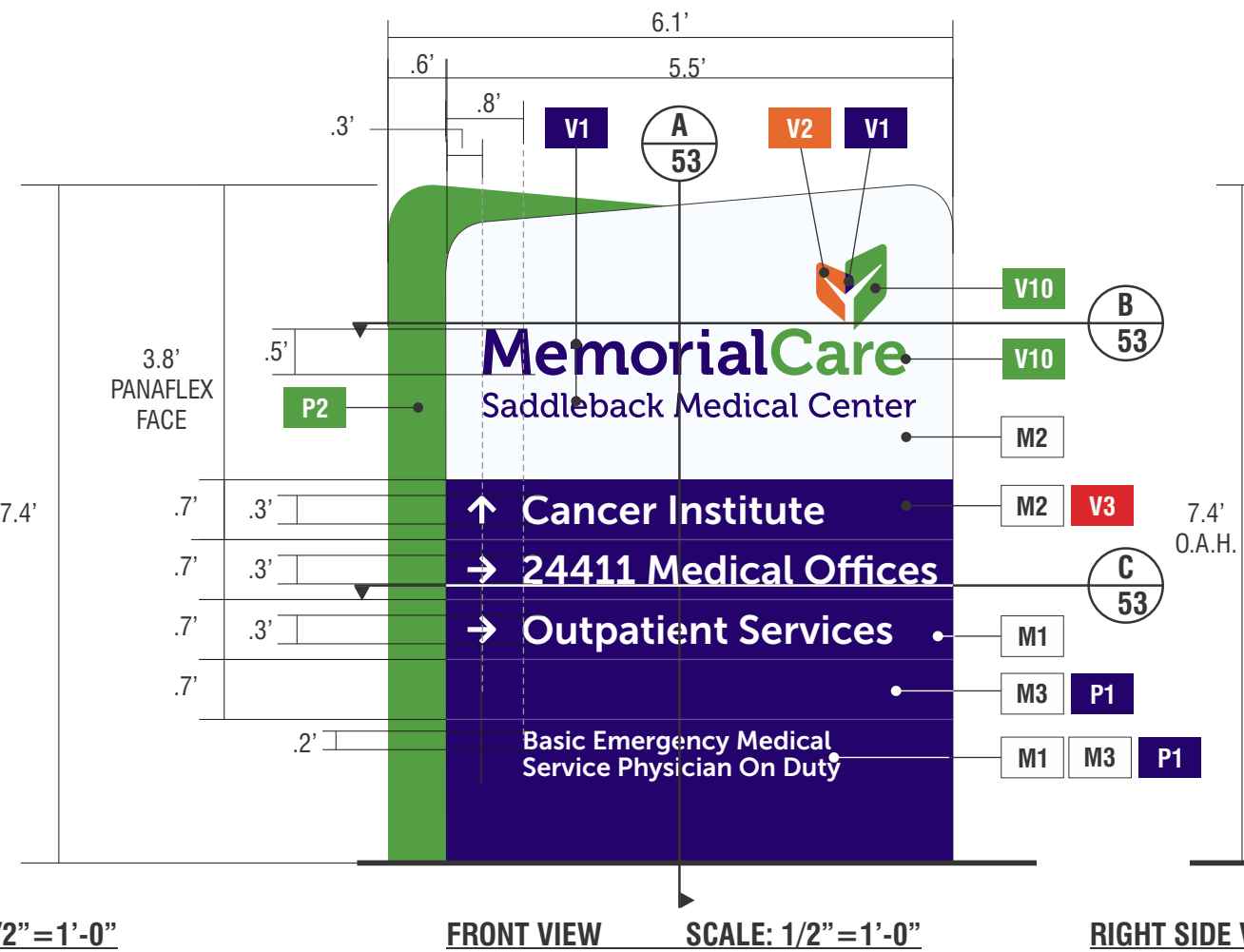
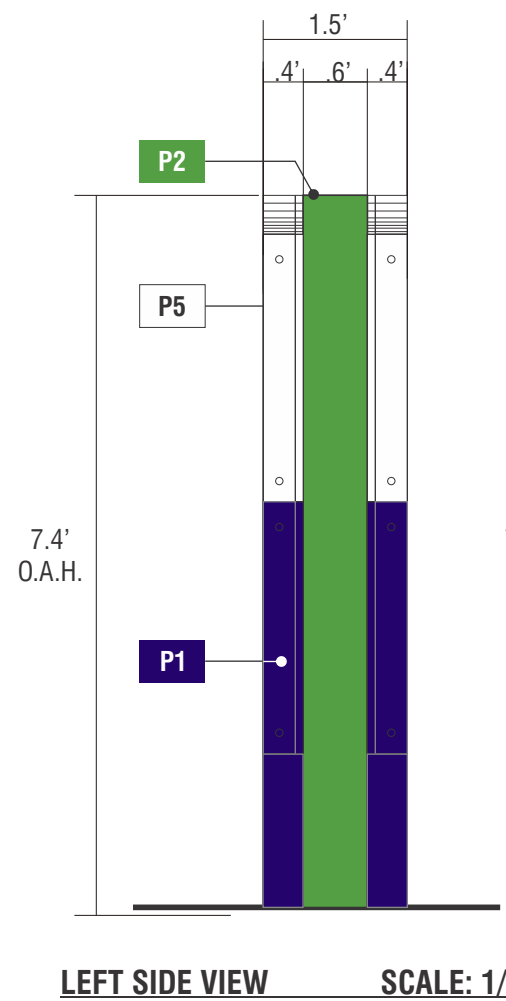
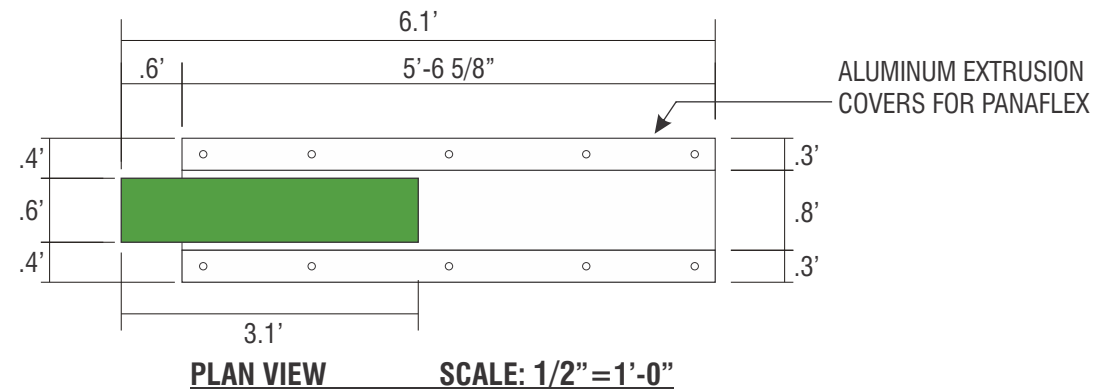
Sales: Art Navarro
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Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

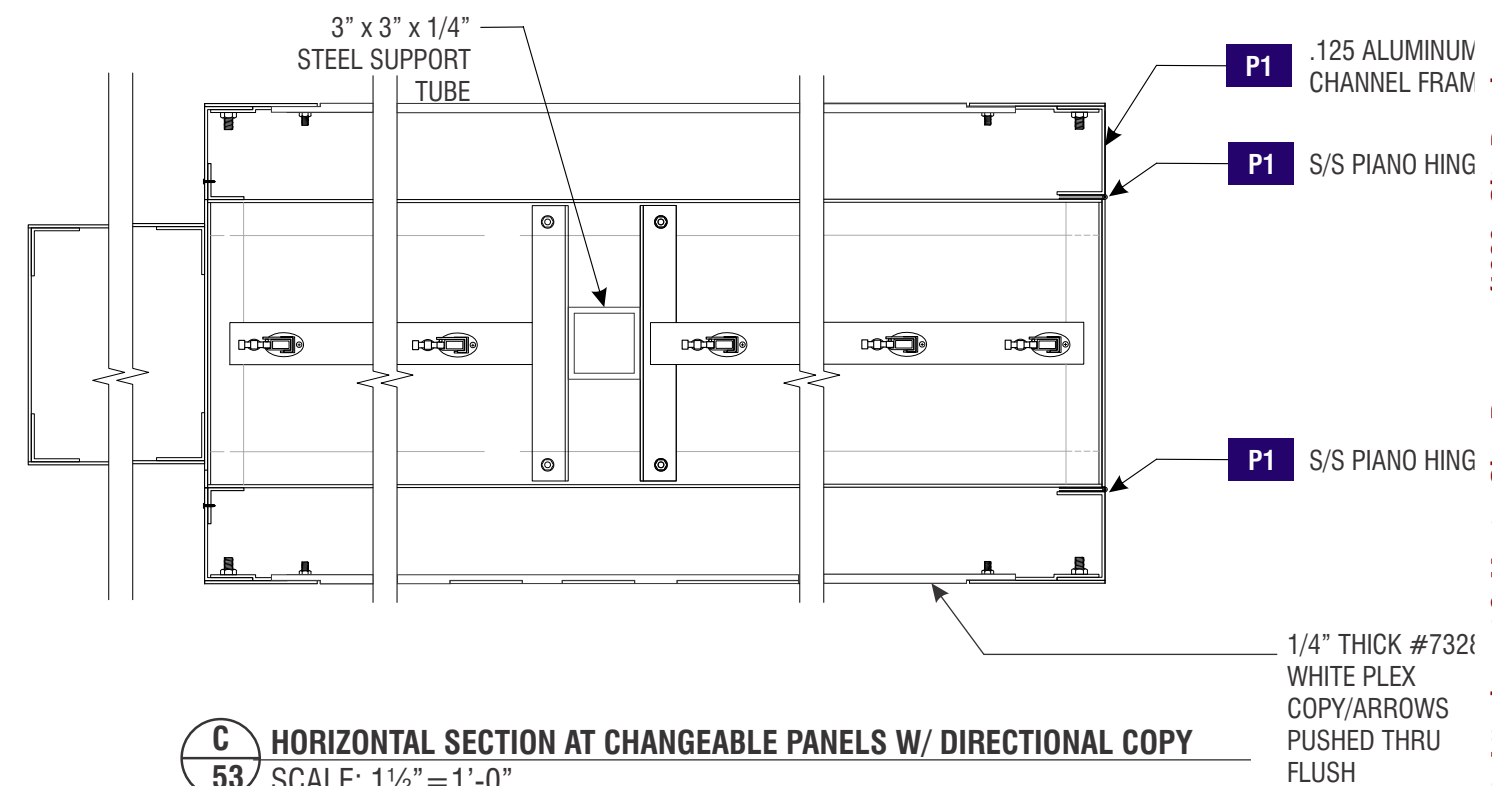
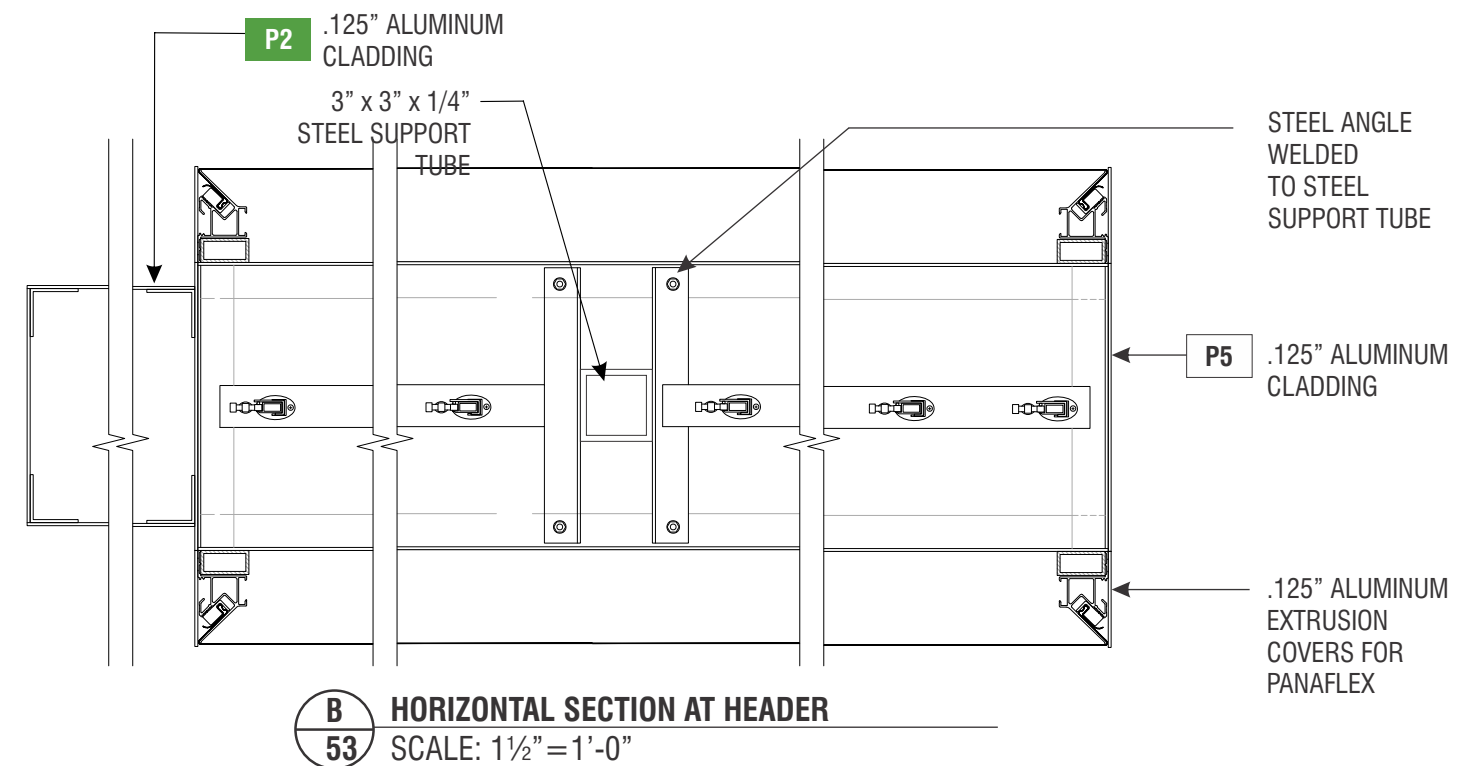
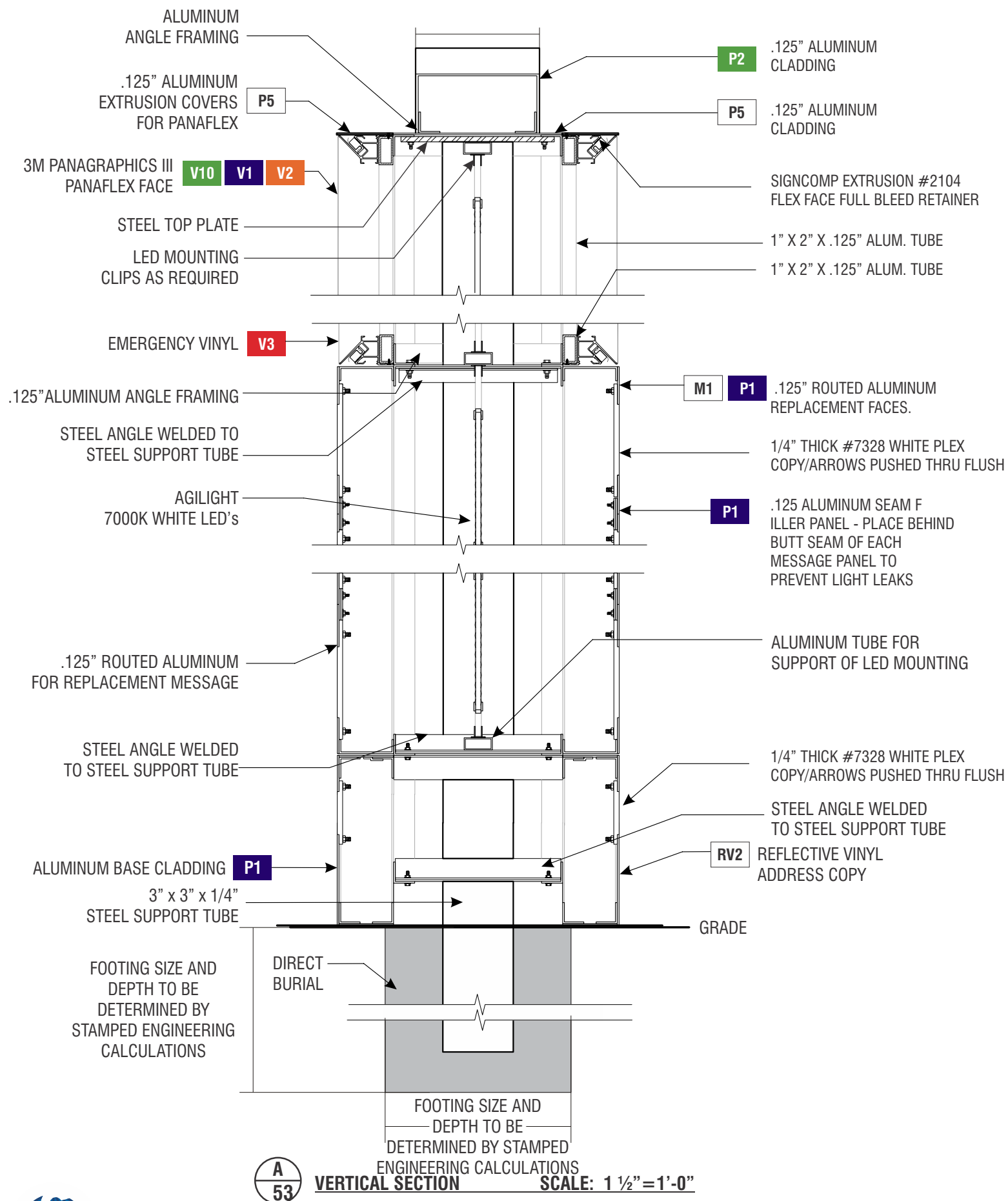
Packet Pg. 120



22 SIGNTYPE MC-DME-7.5 SQ. FT.: 45.1

MANUFACTURE AND INSTALL ONE (1) ILLUMINATED DIRECTIONAL SIGN

PAINT		TRANSLUCENT VINYL		MATERIALS	
P1	EGGPLANT - MATTHEWS #MP75937 R168308, WITH SATIN FINISH	V1	EGGPLANT - (2) LAYERS 3M #3630-87 TRANSLUCENT ROYAL BLUE VINYL	M1	.25" THICK #7328 WHITE PLEX
P2	GREEN - MATTHEWS #MP76520 R168308, WITH SATIN FINISH	V2	ORANGE - 3M#3630-44 TRANSLUCENT ORANGE VINYL	M2	3M PANAGRAPHS III
P5	WHITE - MATTHEWS #MP11477 R168308 WITH SATIN FINISH	V10	GREEN (2) LAYERS 3M #3630-136 TRANSLUCENT GREEN VINYL	M3	.125" ALUMINUM
		V3	EMERGENCY RED - 3M #3630-33 TRANSLUCENT RED VINYL		
		V11	DIFFUSER FILM 3M #3635-70 DIFFUSER VINYL		



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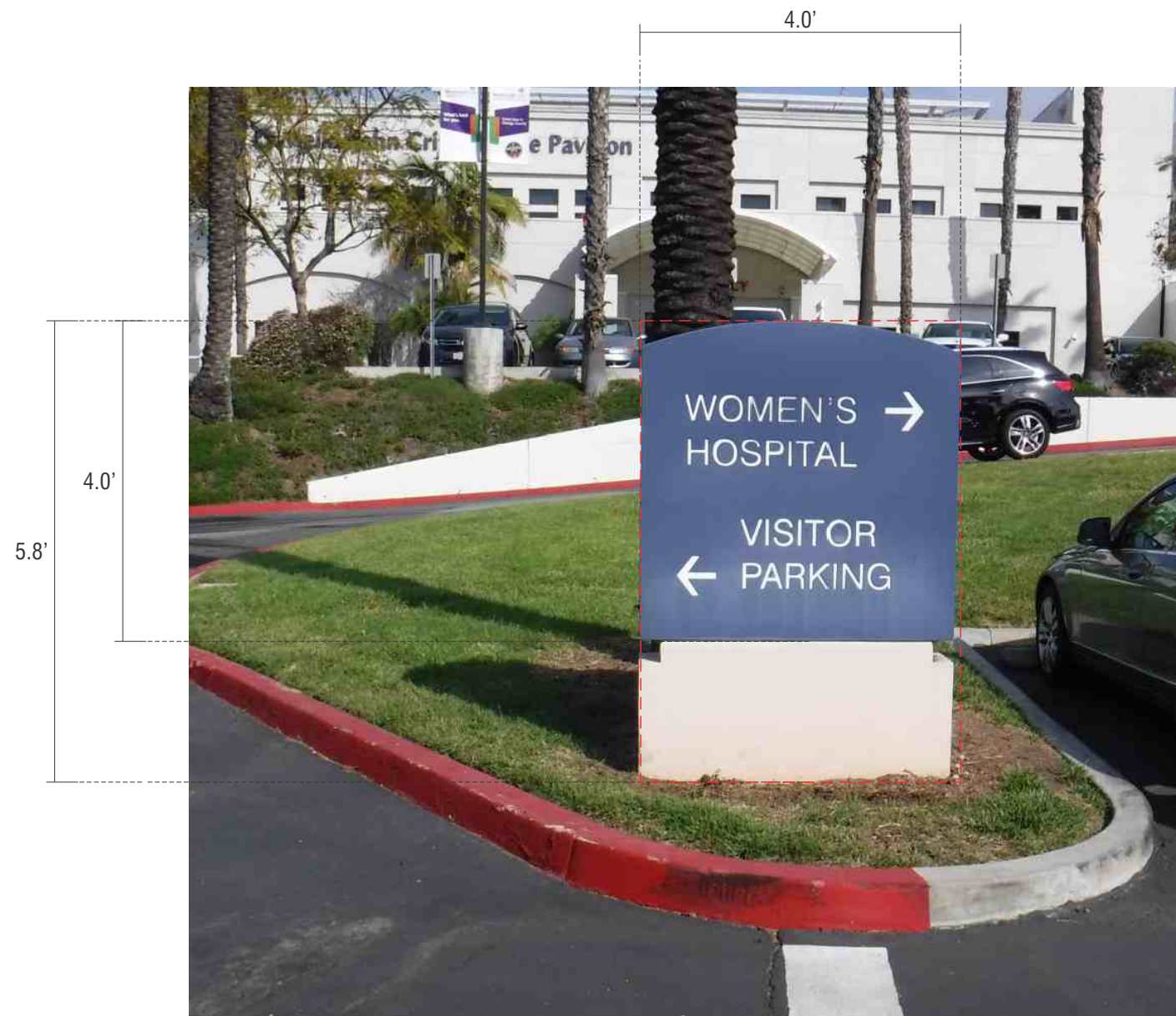
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

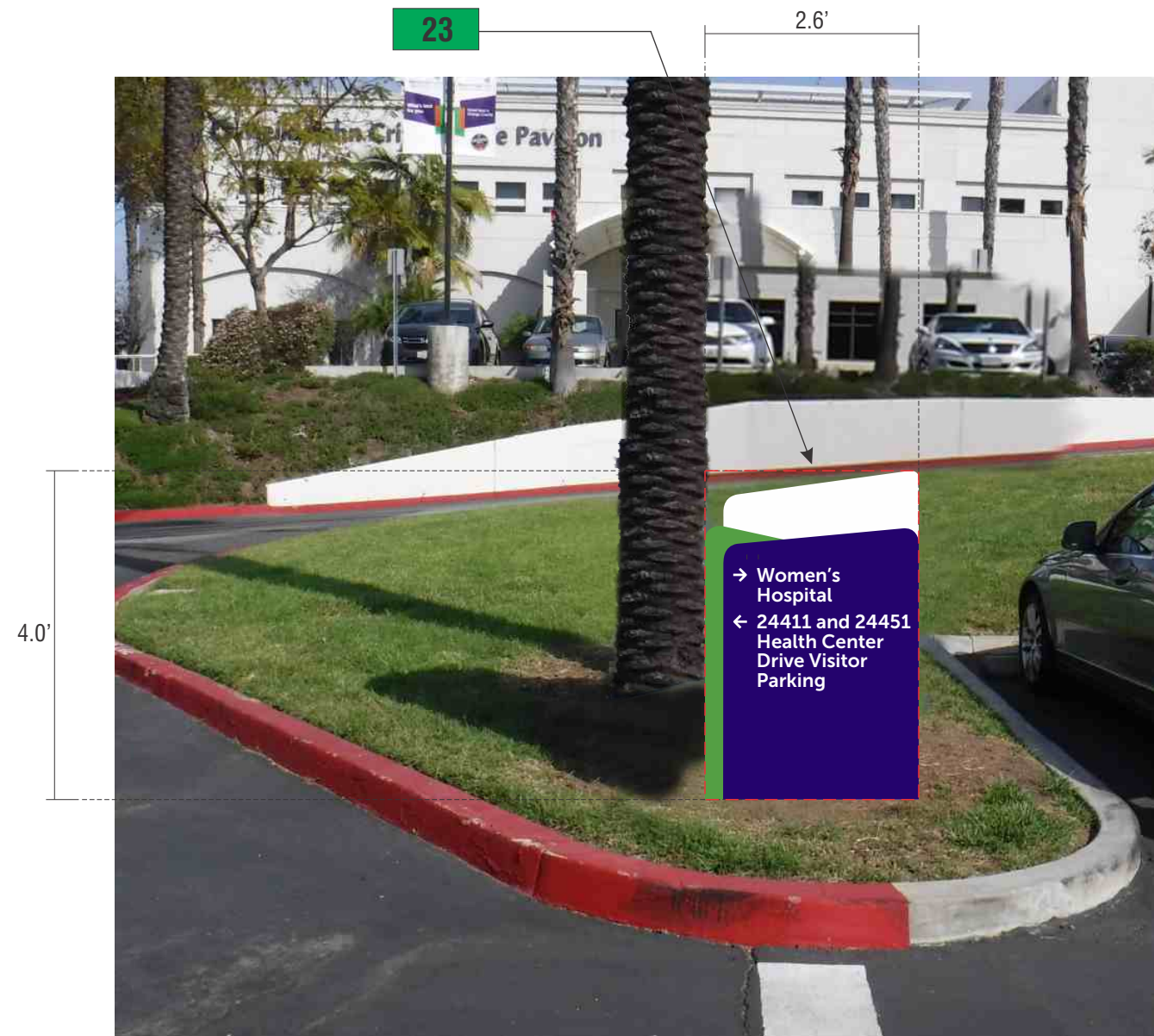
quote:

project ID: MEMORIALCARE_MC0005_

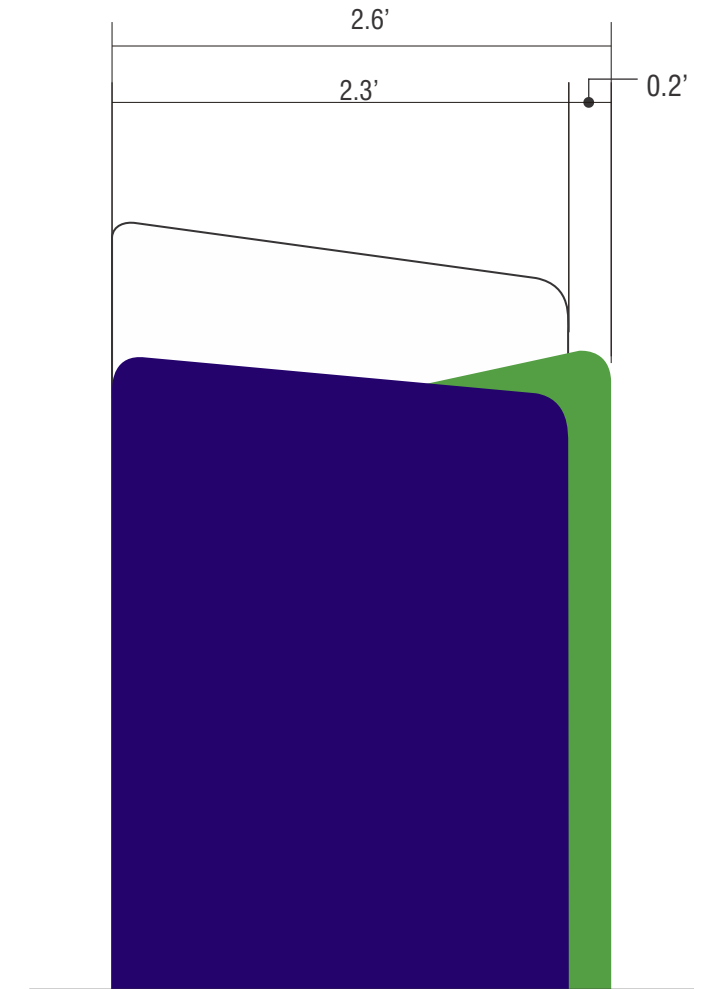
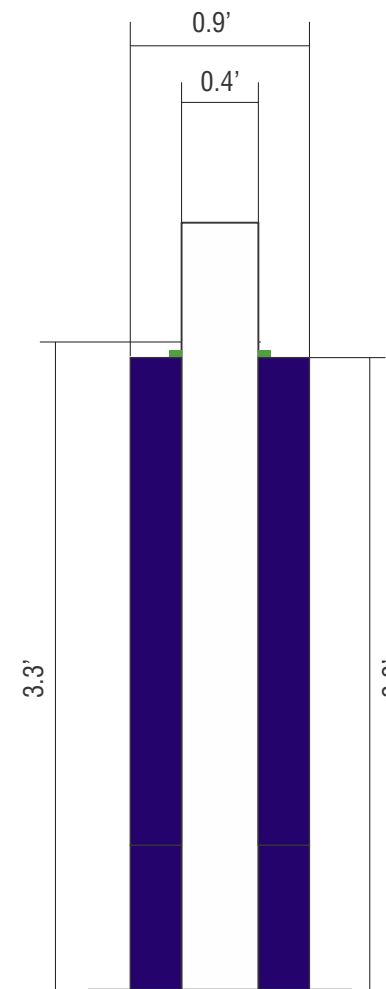
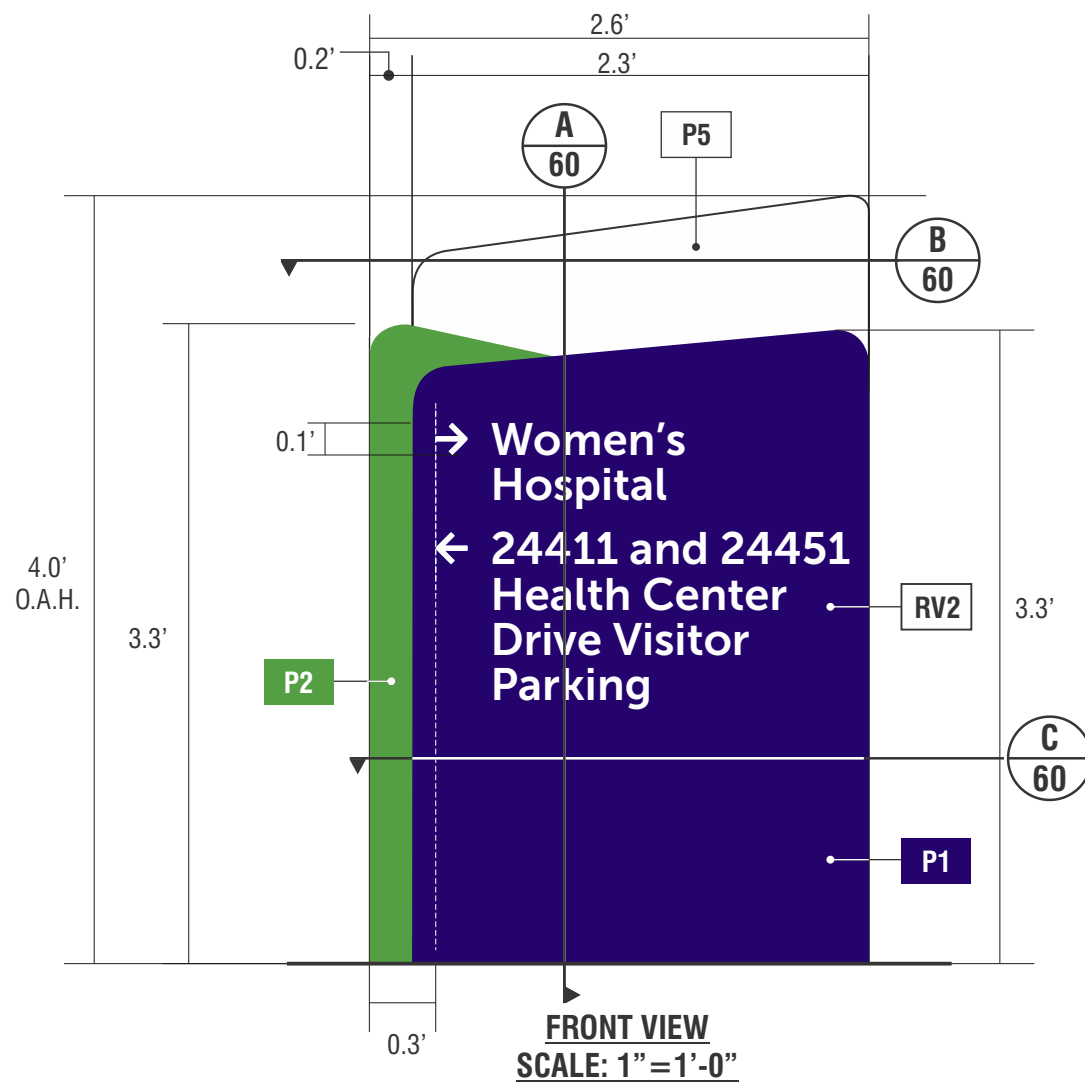
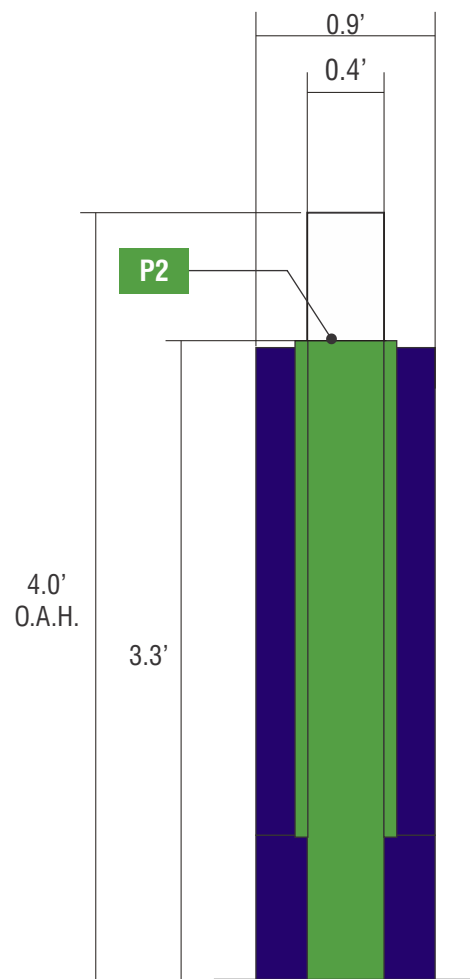
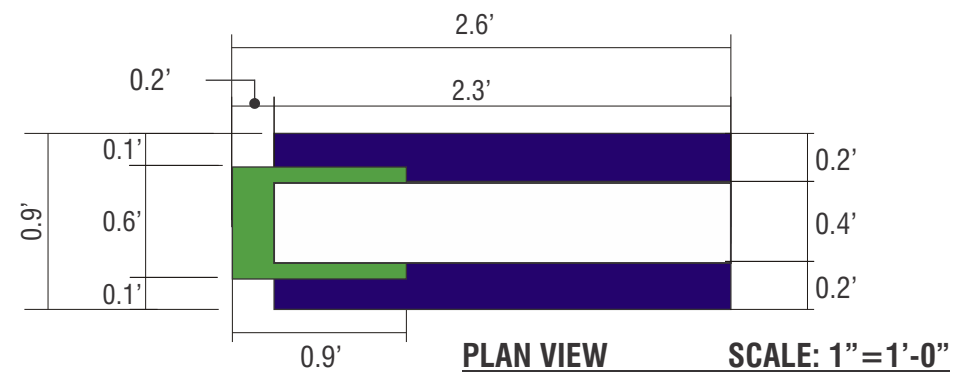
Packet Pg. 122

**EXISTING CONDITIONS****SCALE: 1/2" = 1'-0"**

$$5.8 \times 4.0 = 31.2 \text{ SQ FT}$$

**PROPOSED SIGNAGE****SCALE: 1/2" = 1'-0"**

$$4.0 \times 2.6 = 10.4 \text{ SQ FT}$$



23 **SIGNTYPE** MC-D-NB-4-NIL **SQ. FT.: 10.4**

MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED DIRECTIONAL SIGN

PAINT

P1 EGGPLANT - MATTHEWS
#MP75937 R168308,
SATIN FINISH

P2 GREEN - MATTHEWS
#MP76520 R168308,
SATIN FINISH

P5 WHITE - MATTHEWS
#MP11477 R168308
SATIN FINISH

VINYL

RV2 WHITE
REFLECTIVE VINYL
3M #680-10



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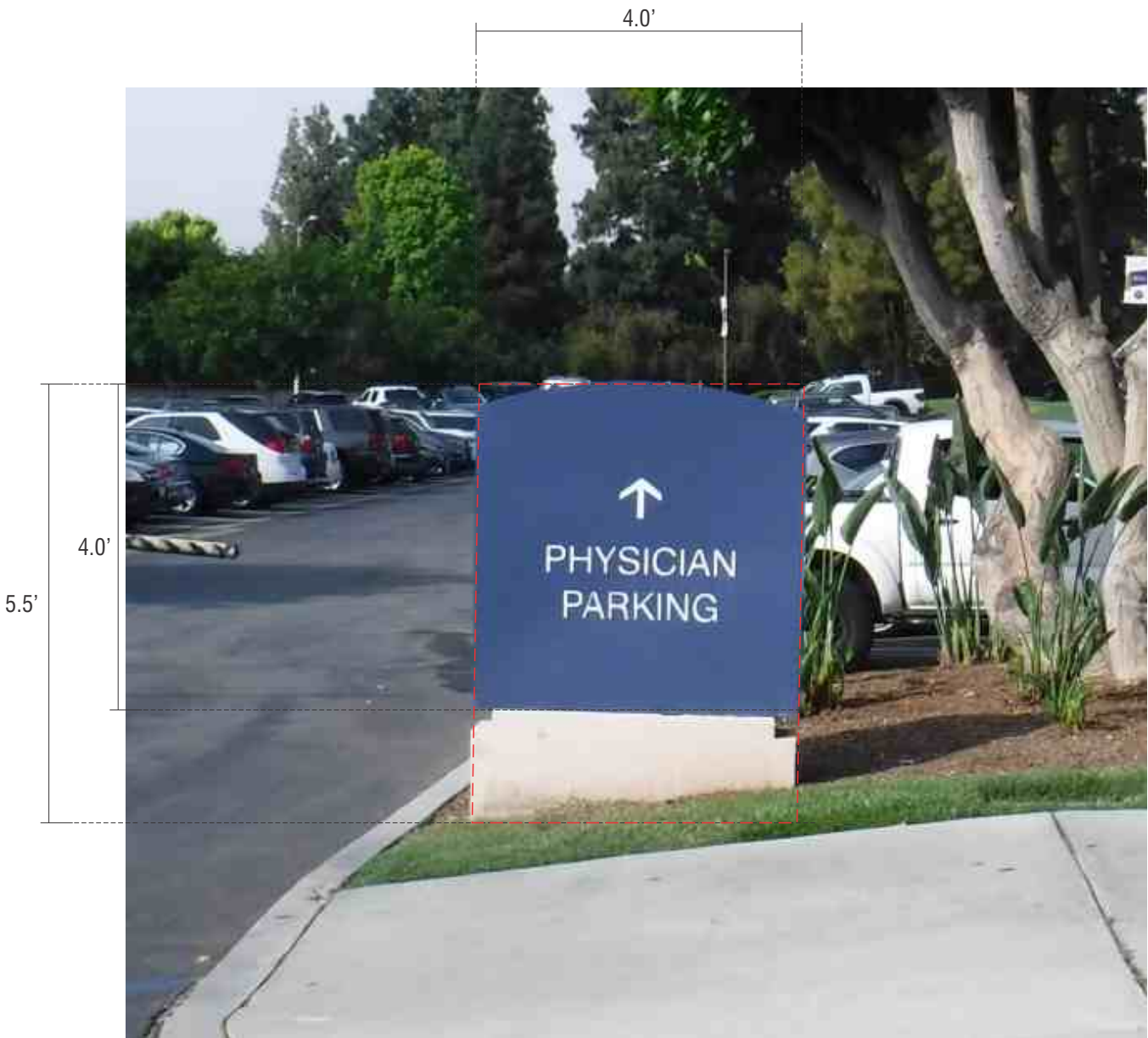
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_1

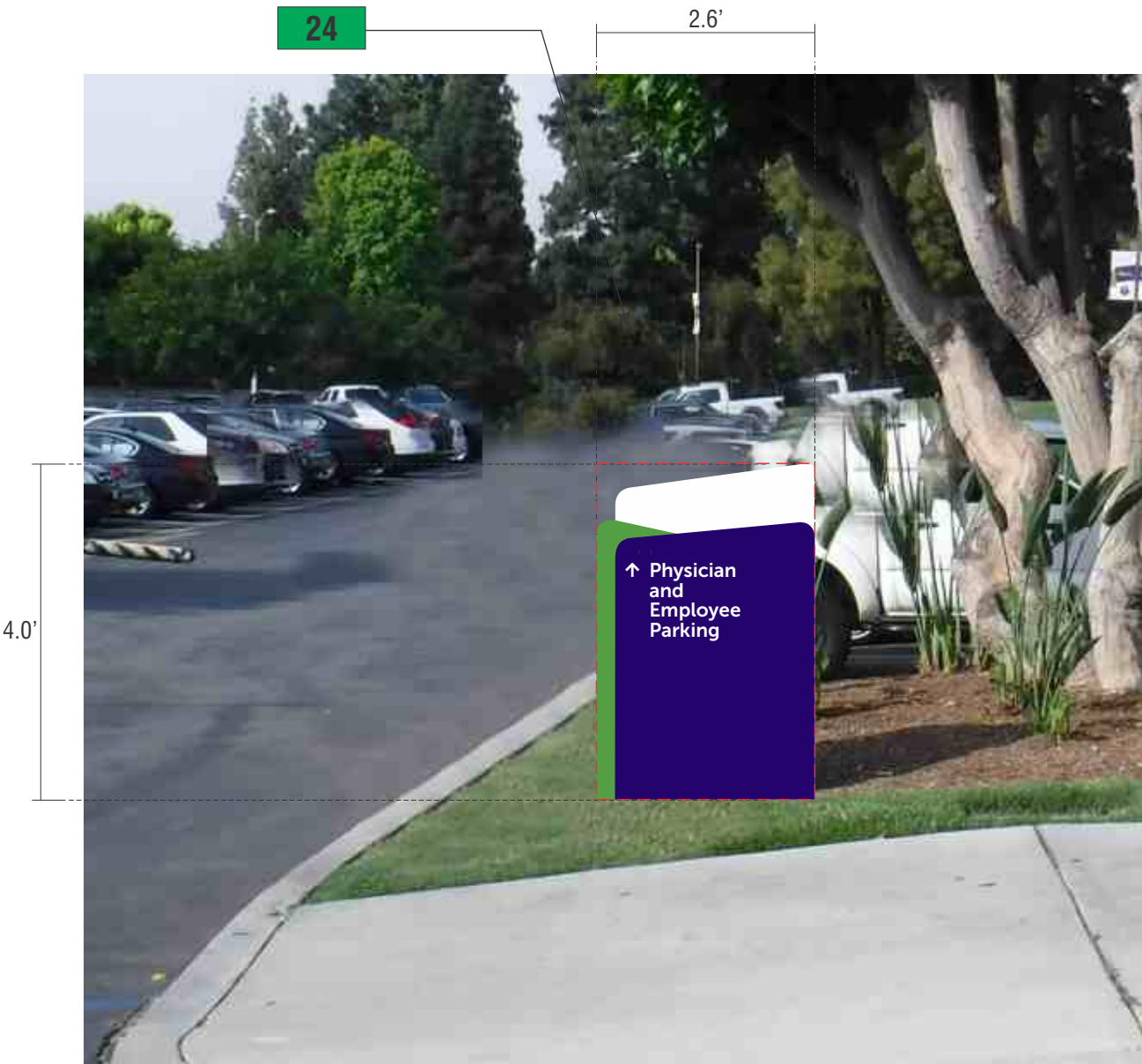
Packet Pg. 124



EXISTING CONDITIONS

SCALE: 1/2" = 1'-0"

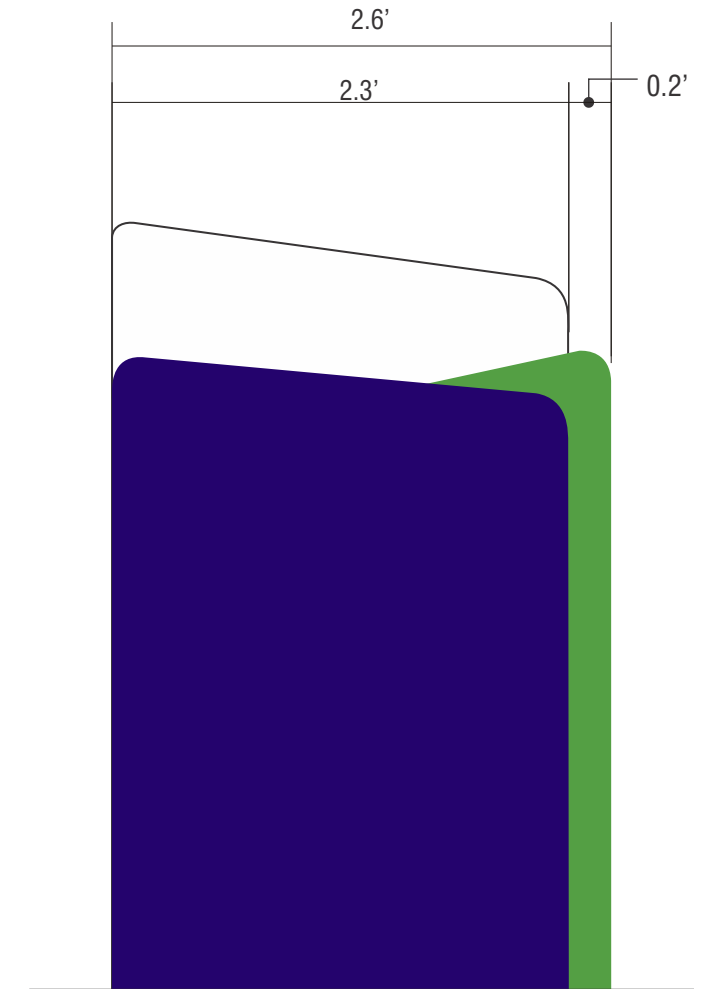
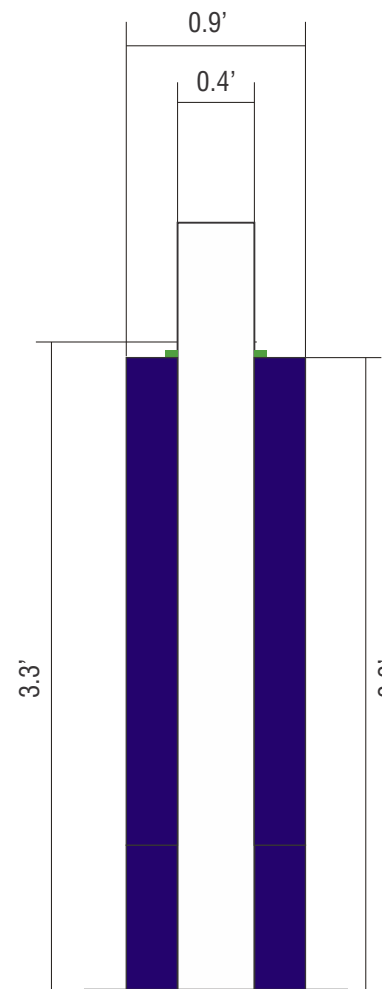
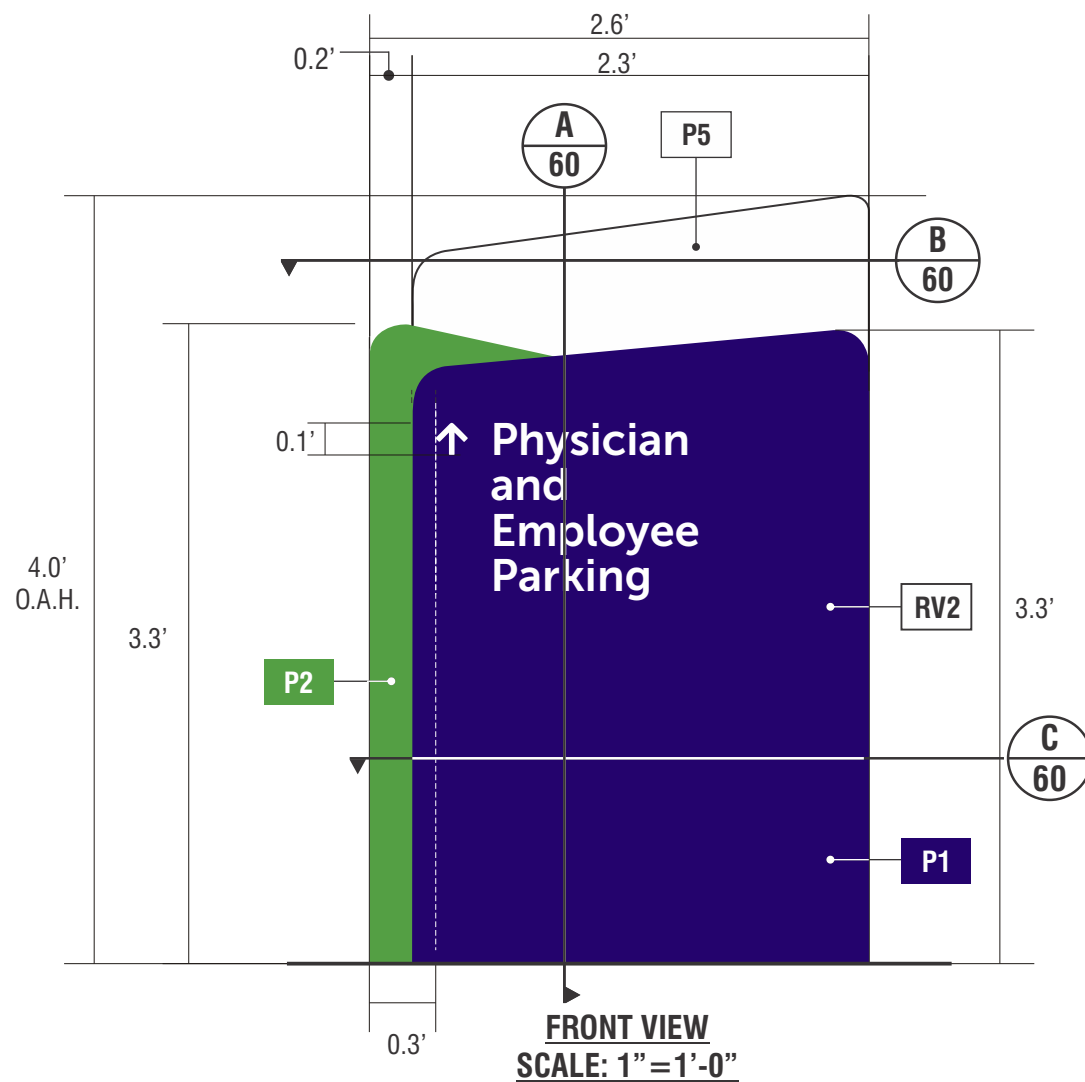
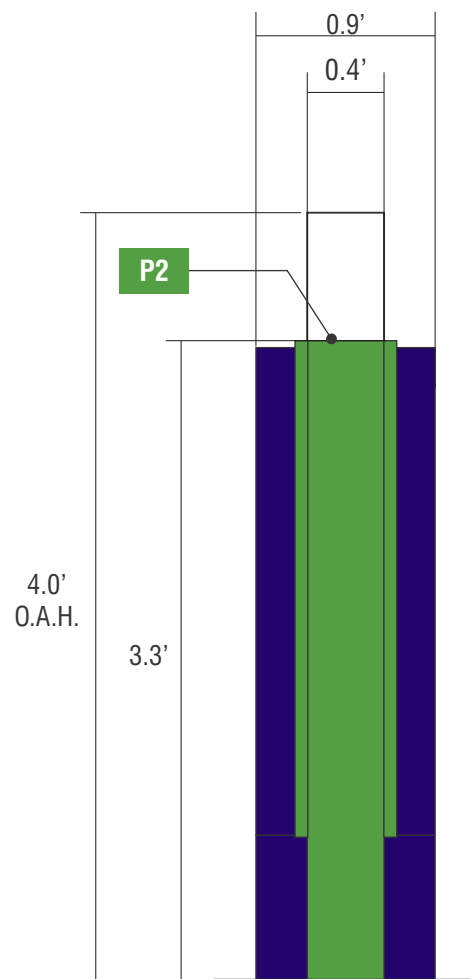
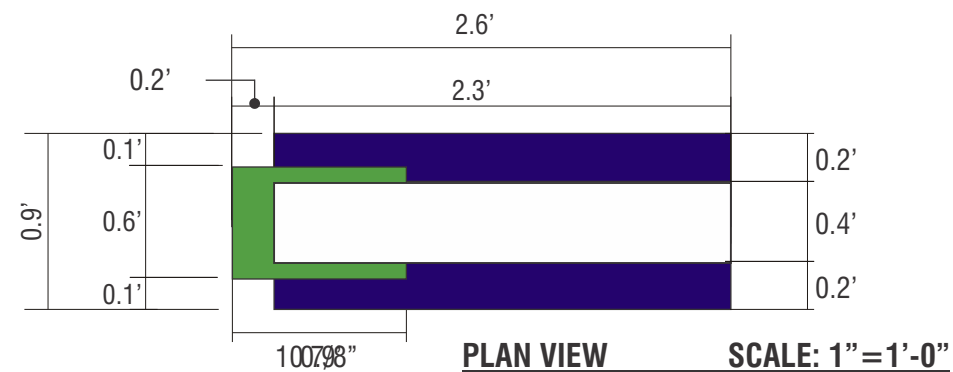
$5.5 \times 4.0 = 22 \text{ SQ FT}$



PROPOSED SIGNAGE

SCALE: 1/2" = 1'-0"

$4.0 \times 2.6 = 10.4 \text{ SQ FT}$



24 **SIGNTYPE** MC-D-NB-4-NIL **SQ. FT.: 10.4**

MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED DIRECTIONAL SIGN

PAINT

P1 EGGPLANT - MATTHEWS
#MP75937 R168308,
SATIN FINISH

P2 GREEN - MATTHEWS
#MP76520 R168308,
SATIN FINISH

P5 WHITE - MATTHEWS
#MP11477 R168308
SATIN FINISH

VINYL

RV2 WHITE
REFLECTIVE VINYL
3M #680-10



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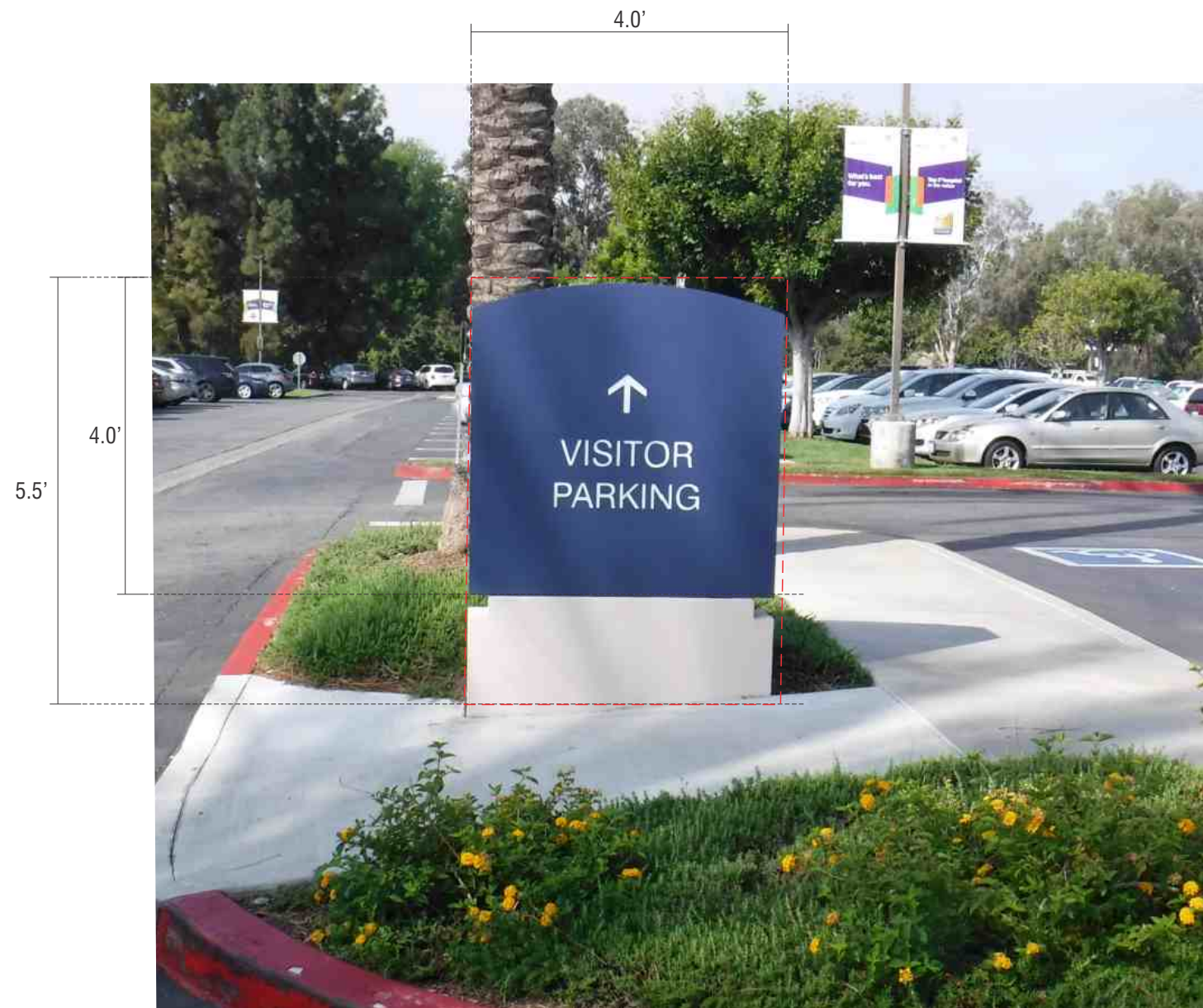
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_1

Packet Pg. 126



EXISTING CONDITIONS

SCALE: 1/2" = 1'-0"

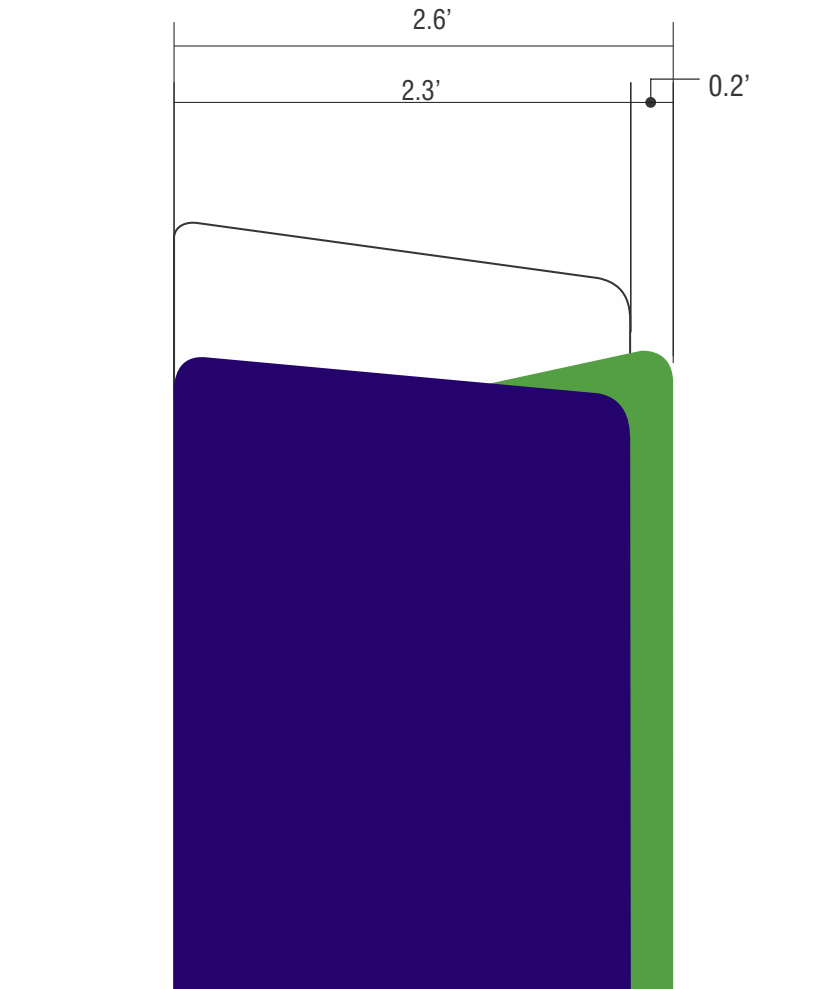
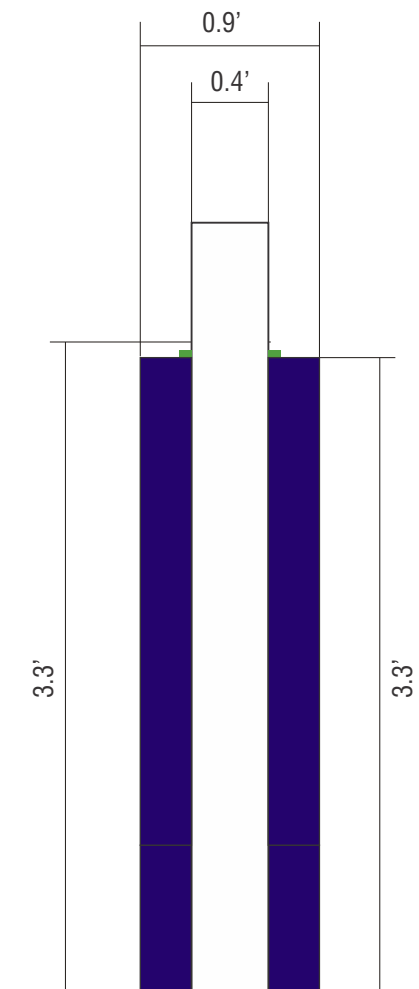
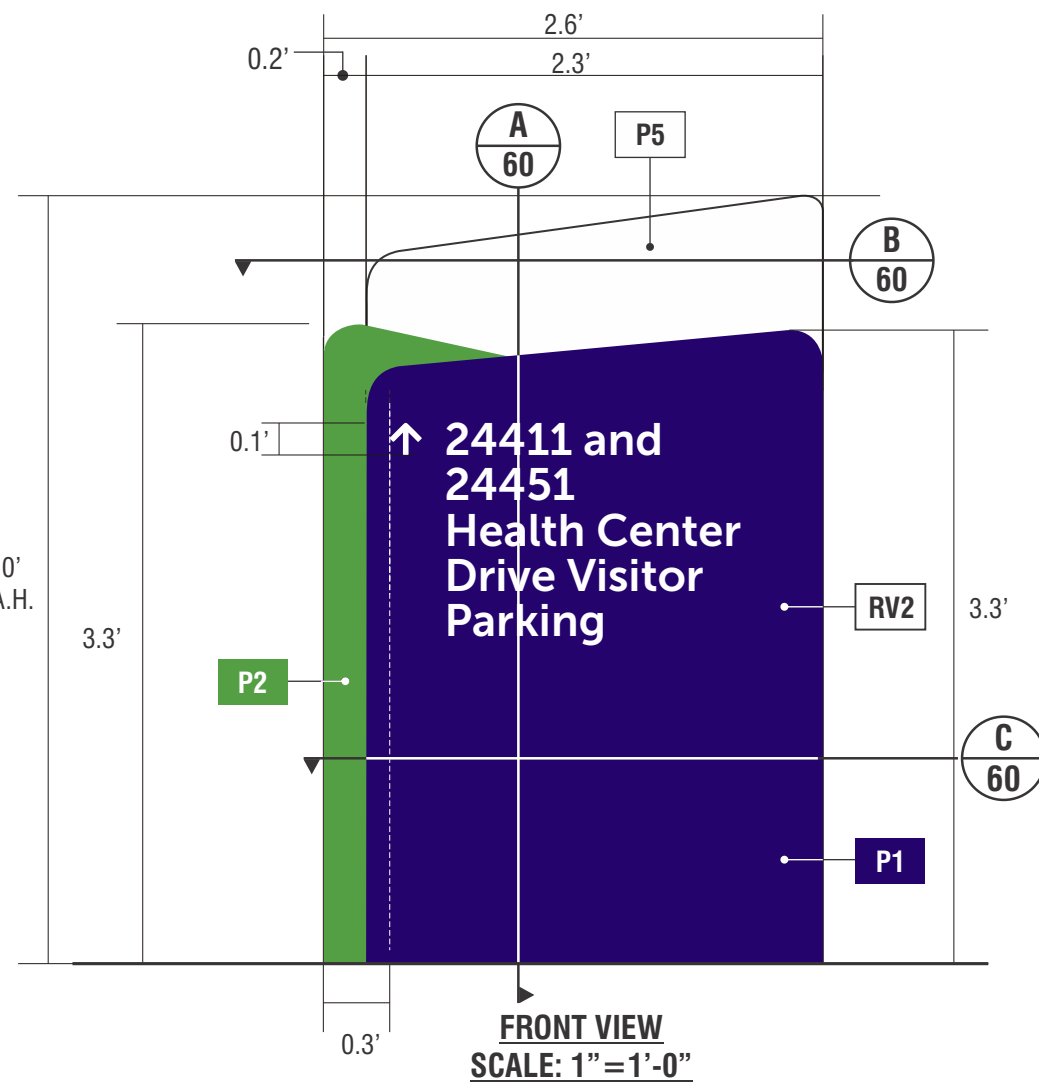
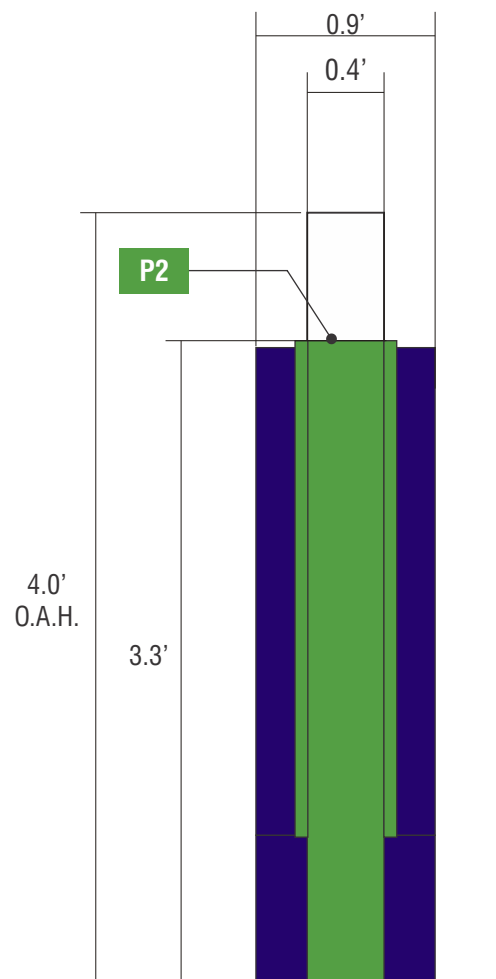
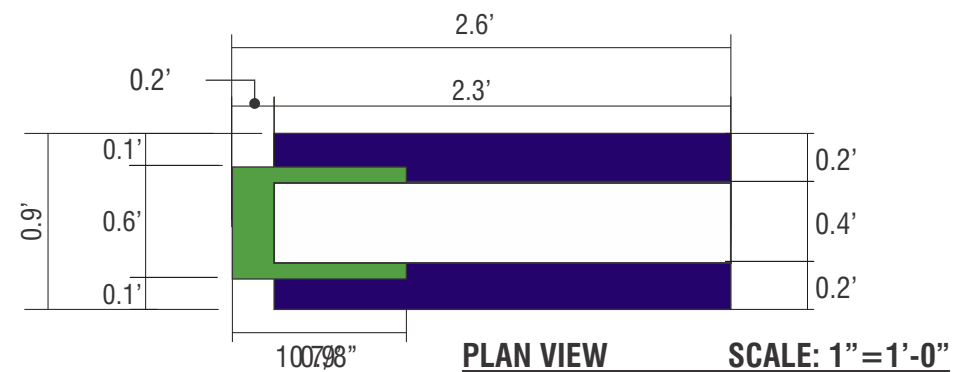
$$5.5 \times 4.0 = 22 \text{ SQ FT}$$



PROPOSED SIGNAGE

SCALE: 1/2" = 1'-0"

$$4.0 \times 2.6 = 10.4 \text{ SQ FT}$$



25 **SIGNTYPE** MC-D-NB-4-NIL **SQ. FT.: 10.4**

MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED DIRECTIONAL SIGN

PAINT

P1 EGGPLANT - MATTHEWS
#MP75937 R168308,
SATIN FINISH

P2 GREEN - MATTHEWS
#MP76520 R168308,
SATIN FINISH

P5 WHITE - MATTHEWS
#MP11477 R168308
SATIN FINISH

VINYL

RV2 WHITE
REFLECTIVE VINYL
3M #680-10



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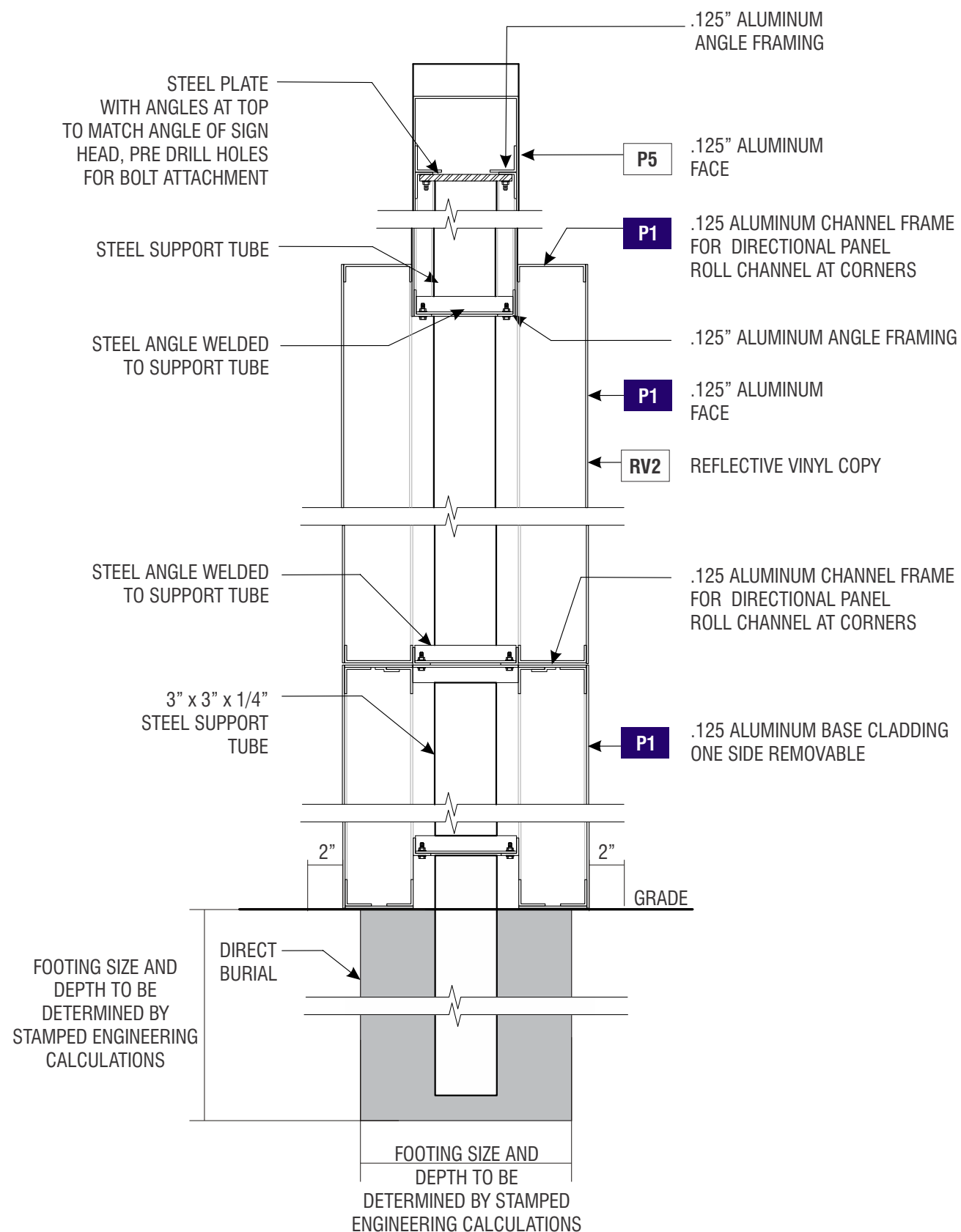
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

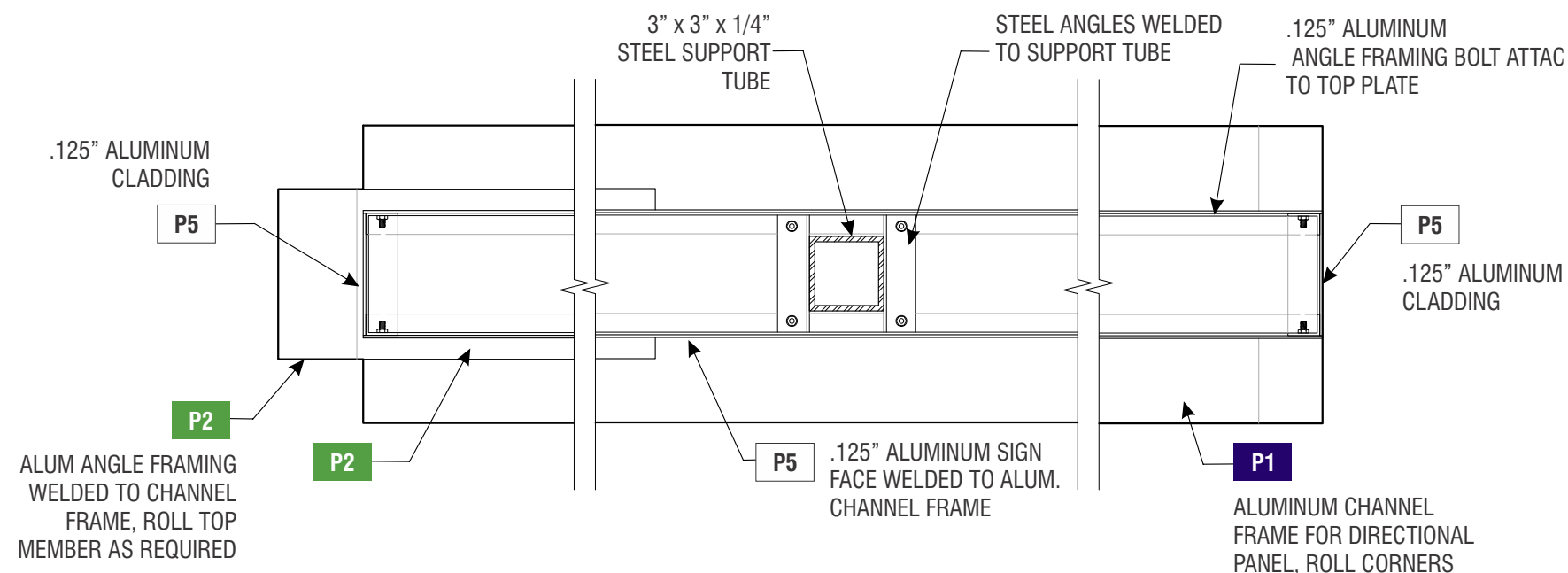
quote:

project ID: MEMORIALCARE_MC0005_1

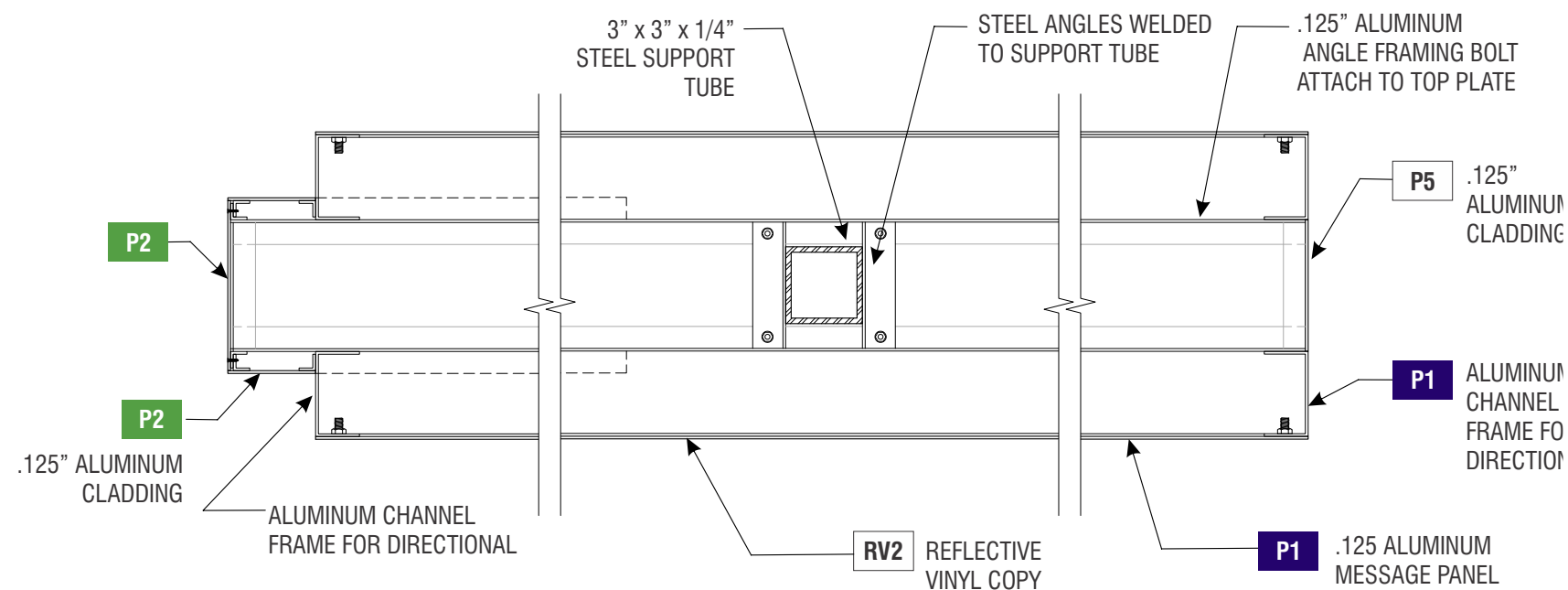
Packet Pg. 128



A
60
VERTICAL SECTION SCALE: 1 1/2" = 1'-0"



B
60
HORIZONTAL SECTION AT HEADER SCALE: 1 1/2" = 1'-0"



C
60
HORIZONTAL SECTION AT CHANGEABLE PANELS W/ DIRECTIONAL COPY SCALE: 1 1/2" = 1'-0"



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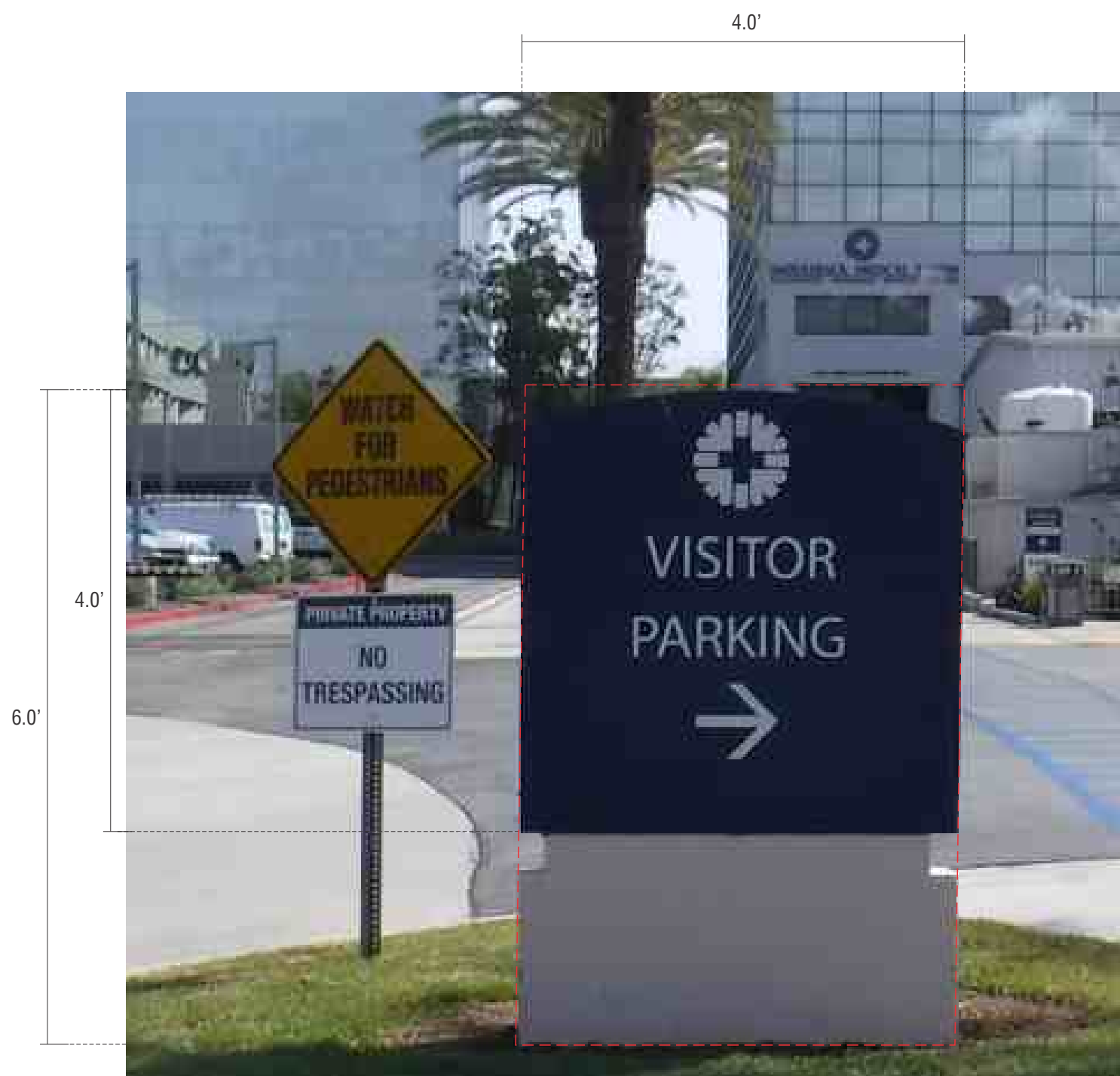
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

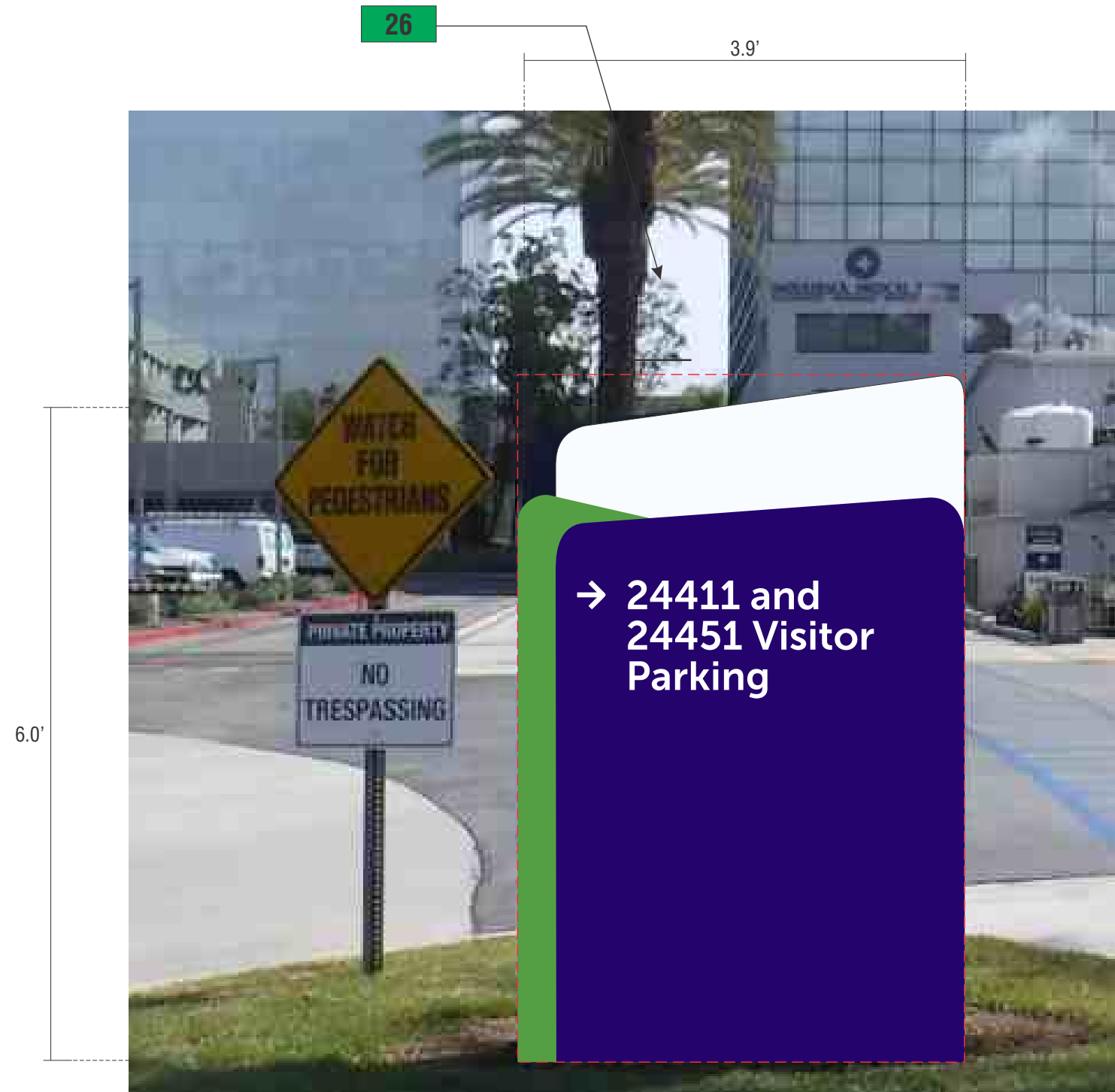
quote:

project ID: MEMORIALCARE_MC0005_

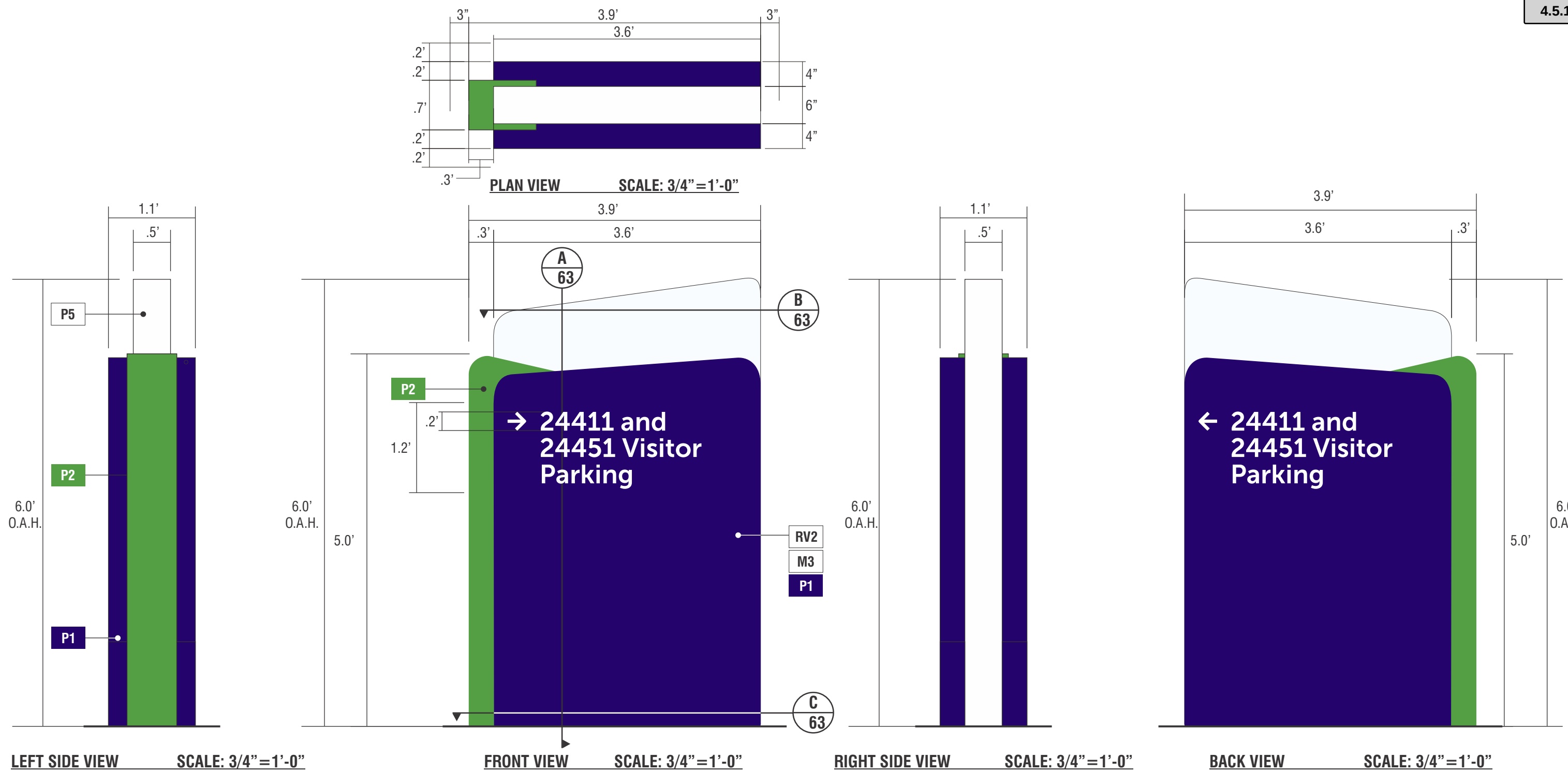
Packet Pg. 129

**EXISTING CONDITIONS****SCALE: 3/4" = 1'-0"**

$$6.0 \times 4.0 = 24 \text{ SQ FT}$$

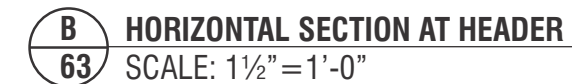
**PROPOSED SIGNAGE****SCALE: 3/4" = 1'-0"**

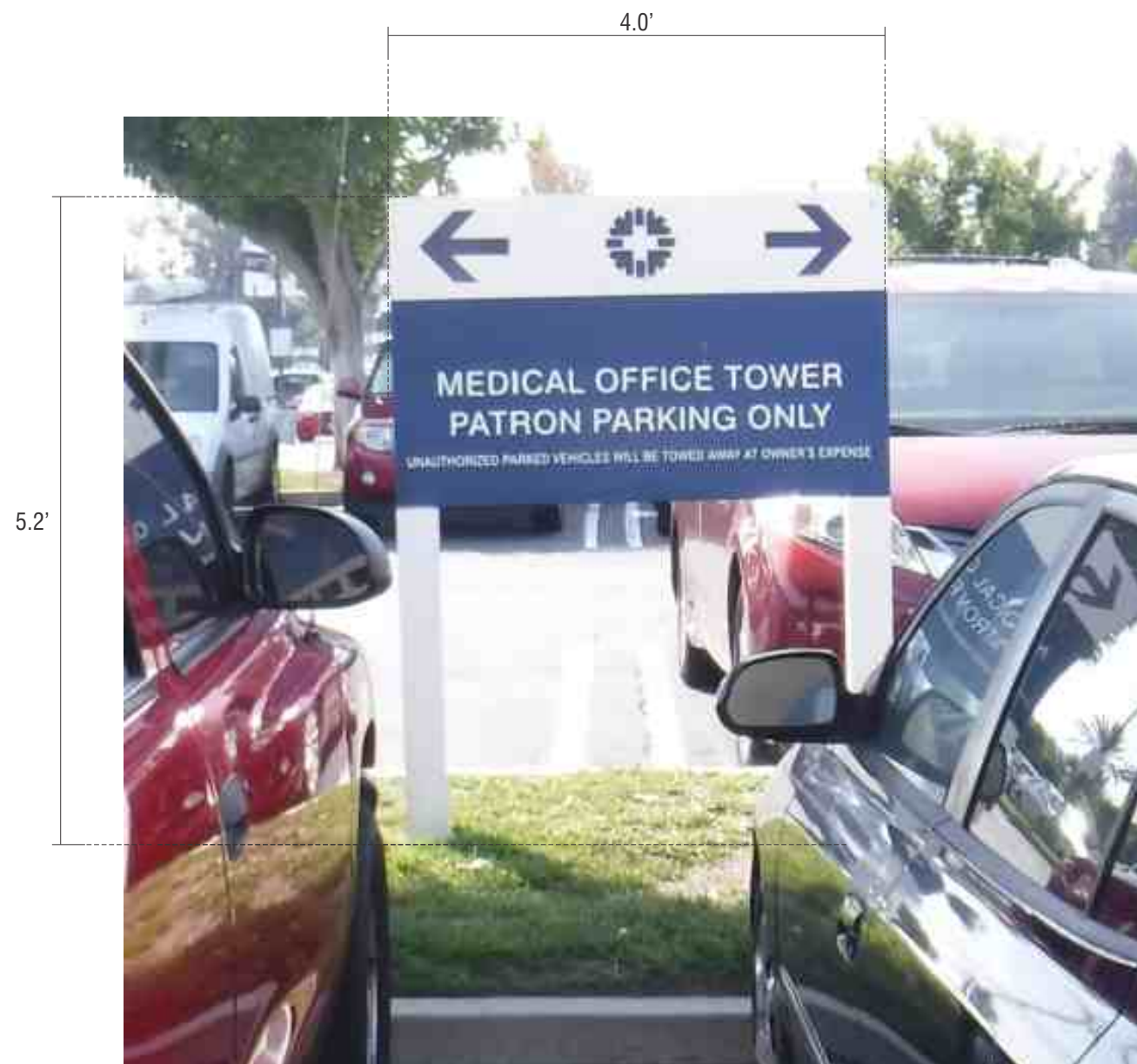
$$6.0 \times 3.9 = 23.4 \text{ SQ FT}$$



26 SIGNTYPE MC-D-NB-6-IL SQ. FT.: 23.4
MANUFACTURE AND INSTALL ONE (1) S/F NON-ILLUMINATED DIRECTIONAL SIGN(S)

MATERIALS	
M1	.25" THICK #7328 WHITE PLEX
M3	.125" ALUMINUM

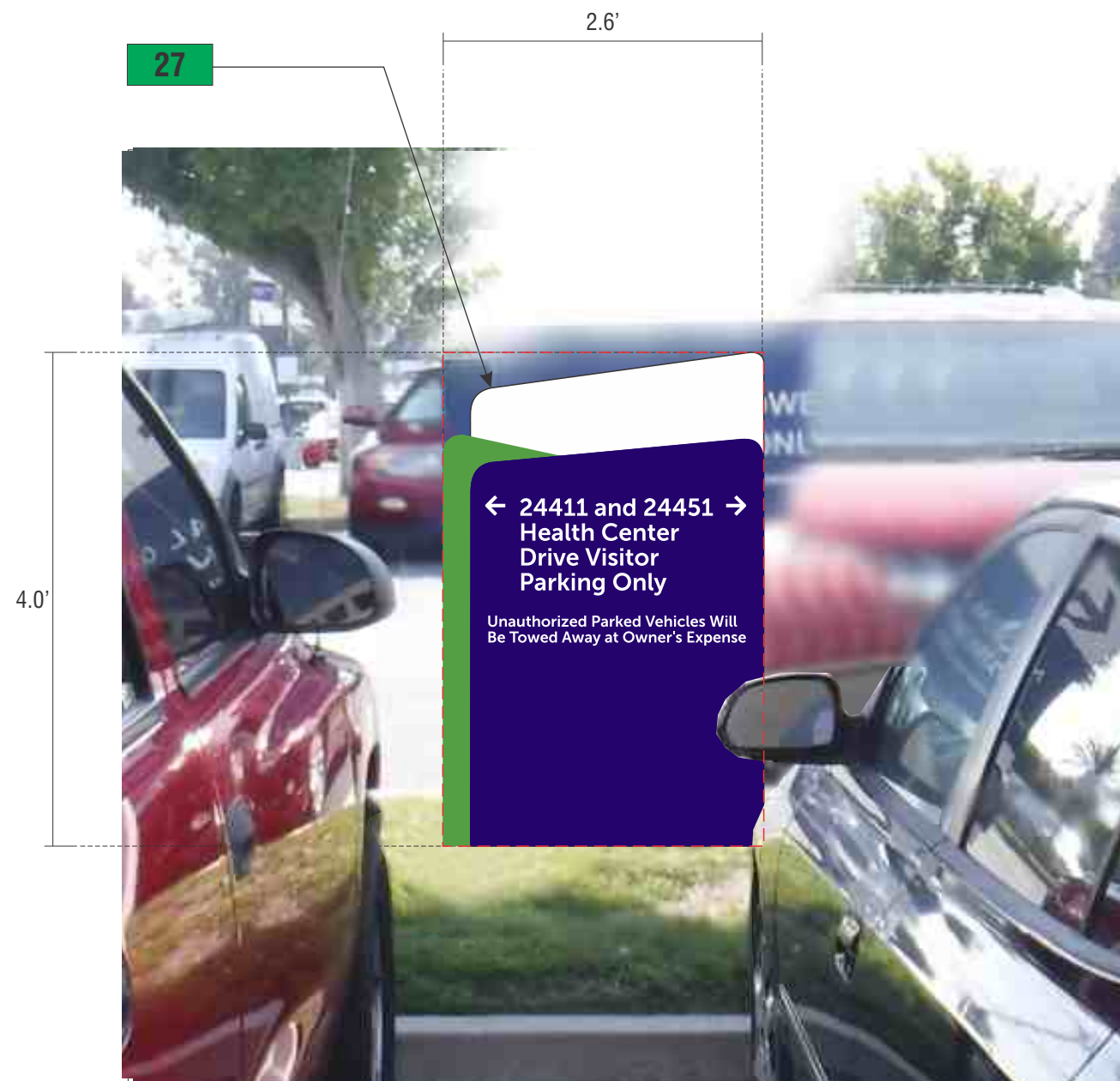




EXISTING CONDITIONS

SCALE: 3/4" = 1'-0"

EXISTING SIGN NOT PERMITTED



PROPOSED SIGNAGE

SCALE: 3/4" = 1'-0"

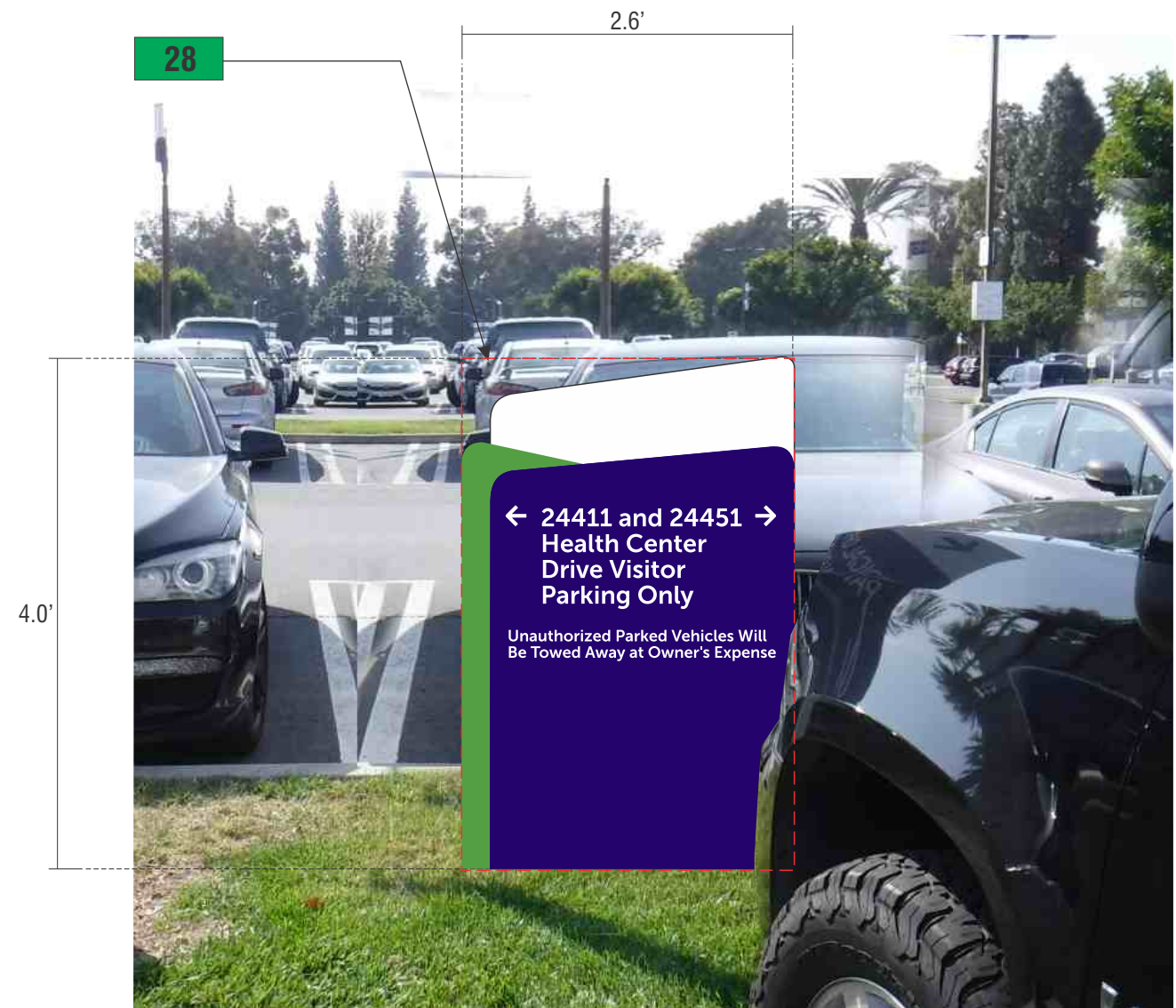
4.0*2.6 = 10.4 SQ FT



EXISTING CONDITIONS

SCALE: 3/4" = 1'-0"

EXISTING SIGN NOT PERMITTED

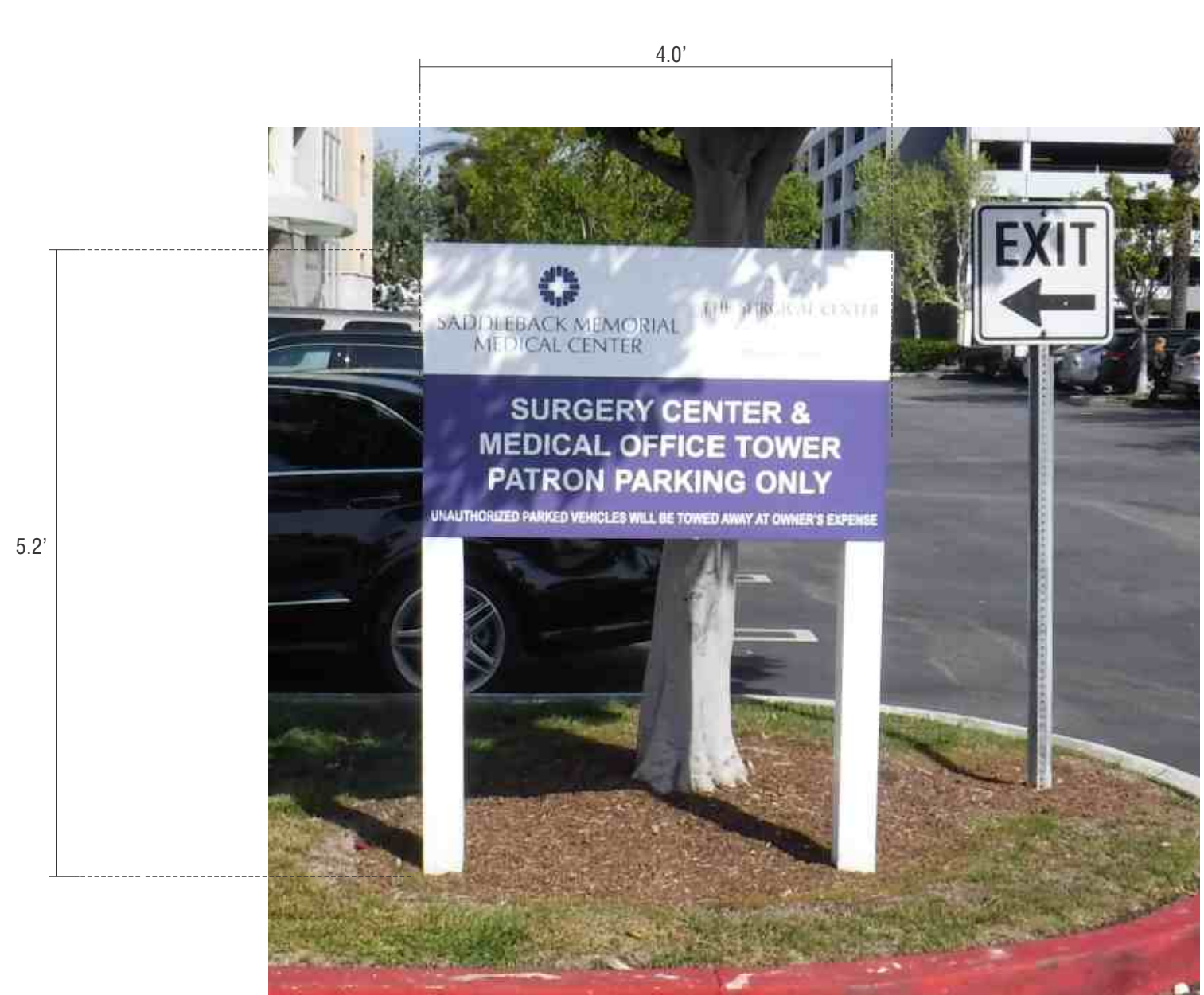


PROPOSED SIGNAGE

SCALE: 3/4" = 1'-0"

4.0*2.6 = 10.4 SQ FT

Attachment: Attachment 3- Master Sign Program (1930 : Site Development Permit/Master Sign Program No. 7-18-4264 (MemorialCare))



EXISTING CONDITIONS

SCALE: 3/4" = 1'-0"

EXISTING SIGN NOT PERMITTED



PROPOSED SIGNAGE

SCALE: 3/4" = 1'-0"

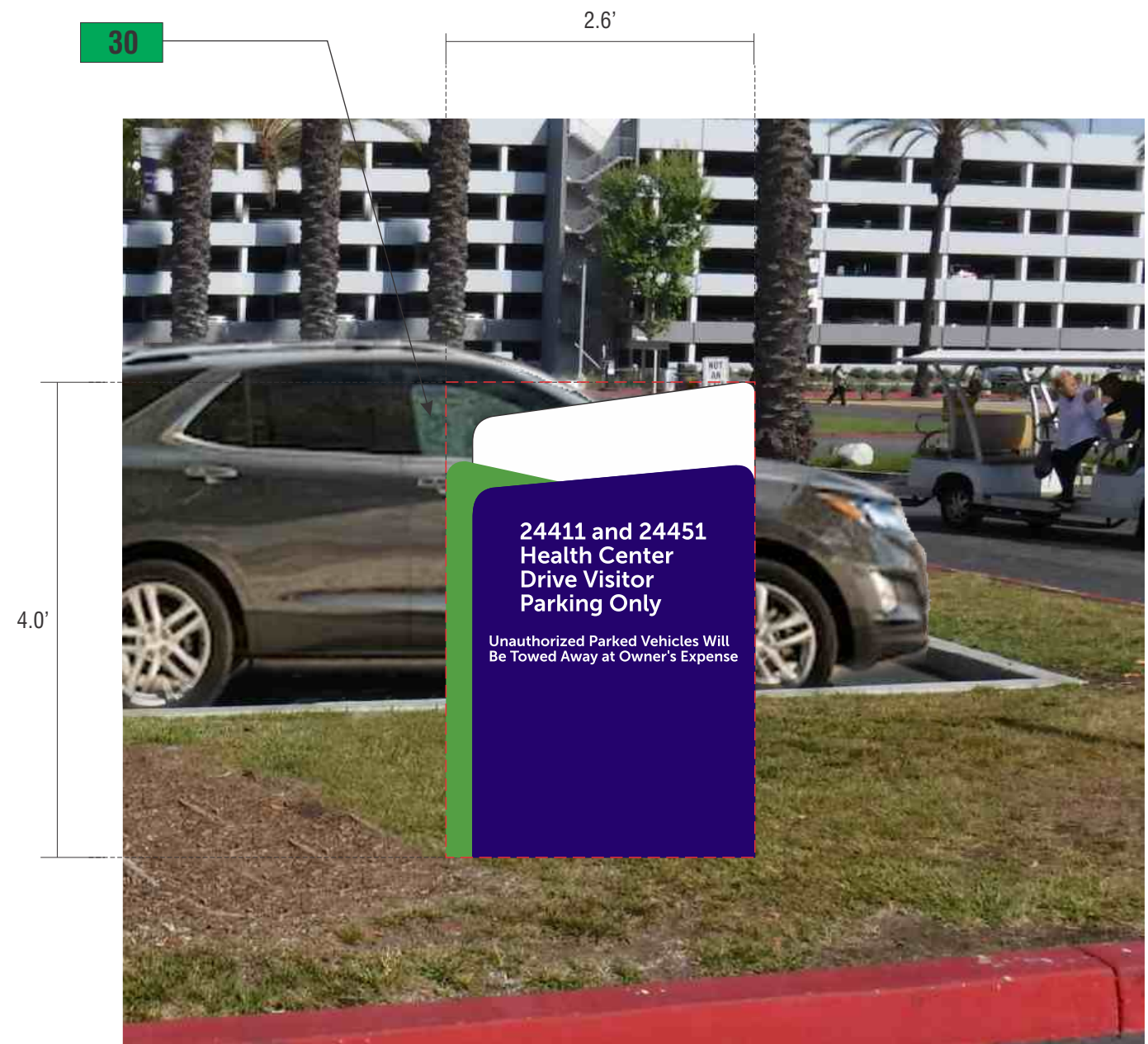
4.0*2.6 = 10.4 SQ FT



EXISTING CONDITIONS

SCALE: 3/4" = 1'-0"

EXISTING SIGN NOT PERMITTED

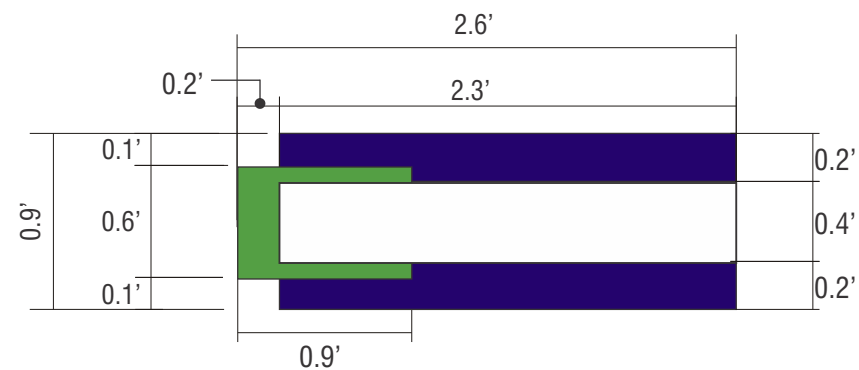


PROPOSED SIGNAGE

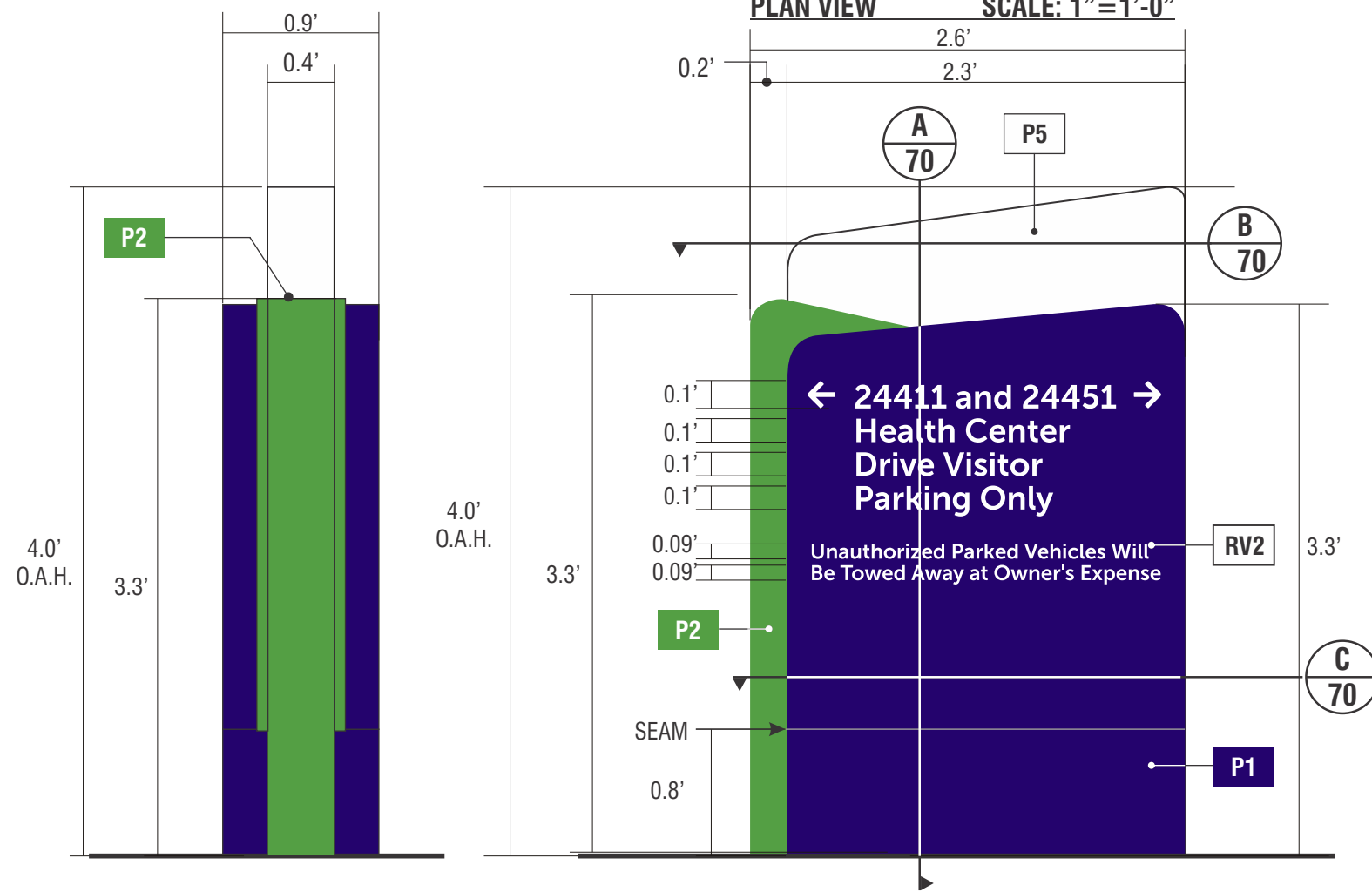
SCALE: 3/4" = 1'-0"

4.0*2.6 = 10.4 SQ FT

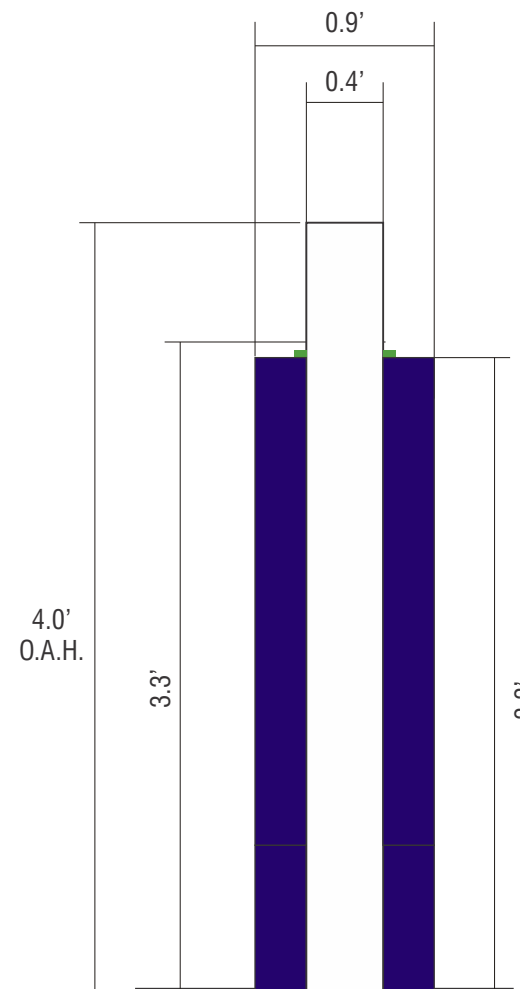
Attachment: Attachment 3- Master Sign Program (1930 : Site Development Permit/Master Sign Program No. 7-18-4264 (MemorialCare))



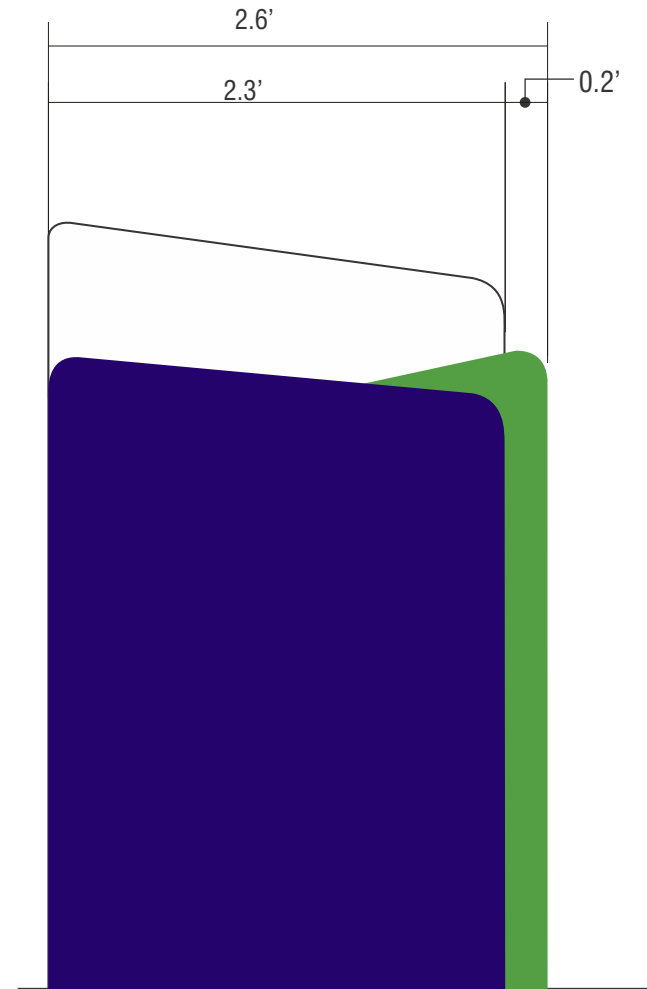
PLAN VIEW SCALE: 1"=1'-0"



FRONT VIEW
SCALE: 1"=1'-0"



RIGHT SIDE VIEW
SCALE: 1"=1'-0"



BACK VIEW
SCALE: 1"=1'-0"

27

28

SIGNTYPE MC-D-NB-4-NIL

SQ. FT.: 10.4

MANUFACTURE AND INSTALL TWO (2) NON-ILLUMINATED DIRECTIONAL SIGNS

PAINT

P1

EGGPLANT - MATTHEWS
#MP75937 R168308,
WITH SATIN CLEAR COAT

P2

GREEN - MATTHEWS
#MP76520 R168308,
WITH SATIN CLEAR COAT

P5

WHITE - MATTHEWS
#MP11477 R168308
WITH SATIN CLEAR COAT

VINYL

RV2

WHITE
REFLECTIVE VINYL
3M #680-10



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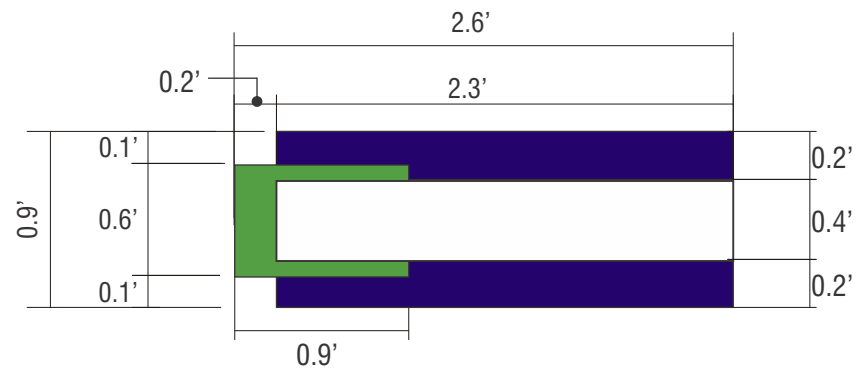
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

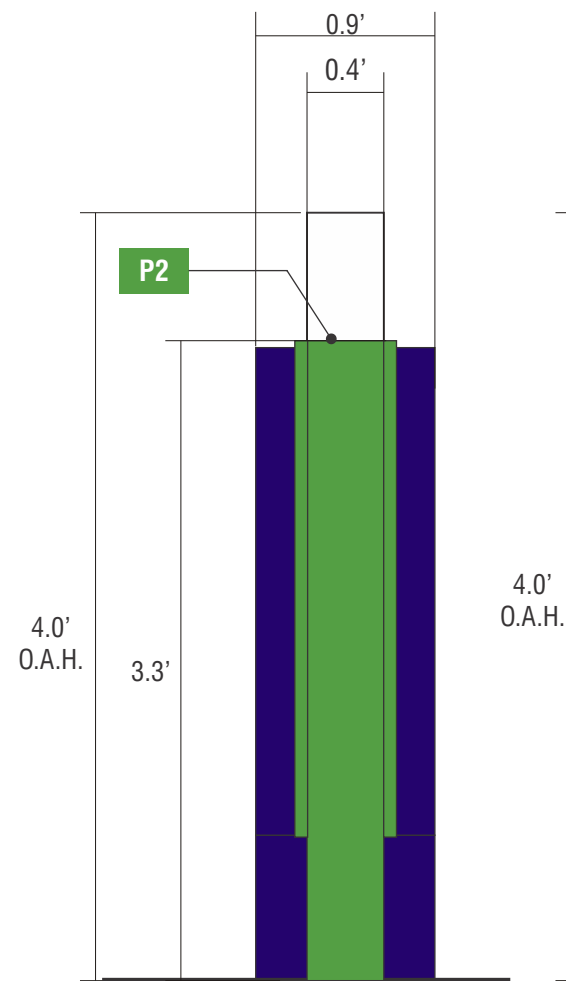
quote:

project ID: MEMORIALCARE_MC0005_

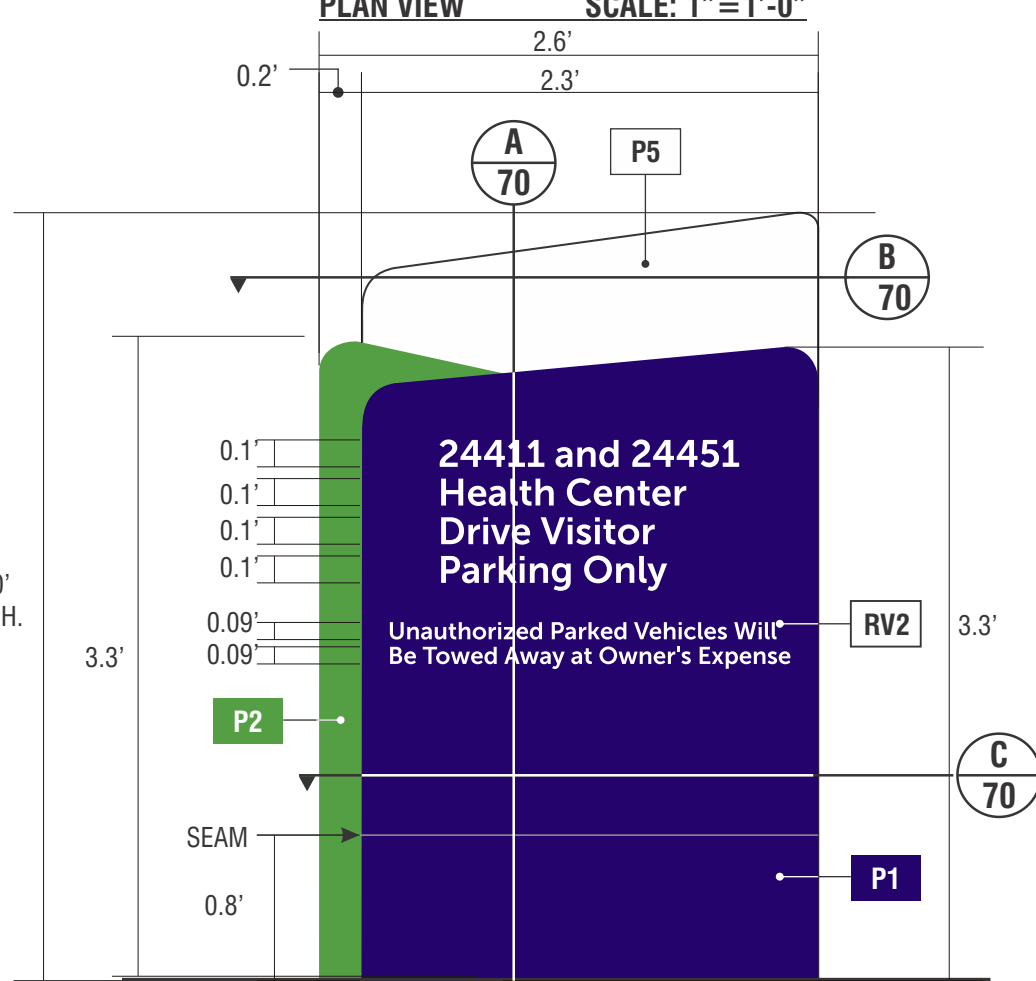
Packet Pg. 137



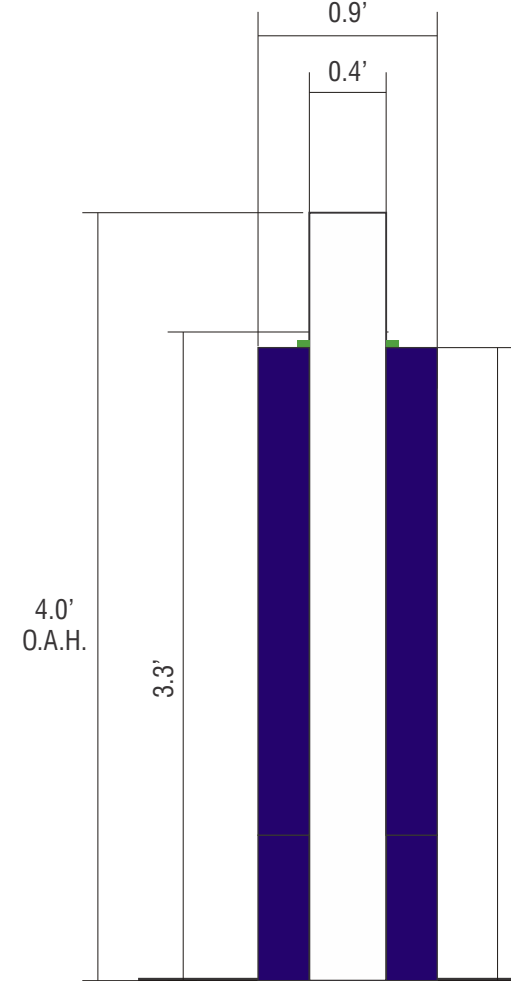
PLAN VIEW SCALE: 1"=1'-0"



LEFT SIDE VIEW SCALE: 1"=1'-0"



FRONT VIEW SCALE: 1"=1'-0"



RIGHT SIDE VIEW SCALE: 1"=1'-0"



BACK VIEW SCALE: 1"=1'-0"

29 30 SIGNTYPE MC-D-NB-4-NIL SQ. FT.: 10.4

MANUFACTURE AND INSTALL TWO (2) NON-ILLUMINATED DIRECTIONAL SIGNS

PAINT

P1 EGGPLANT - MATTHEWS #MP75937 R168308, WITH SATIN CLEAR COAT
P2 GREEN - MATTHEWS #MP76520 R168308, WITH SATIN CLEAR COAT
P5 WHITE - MATTHEWS #MP11477 R168308, WITH SATIN CLEAR COAT

VINYL

RV2 WHITE REFLECTIVE VINYL 3M #680-10



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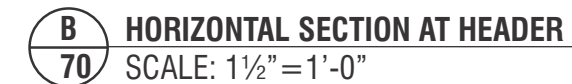
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 138

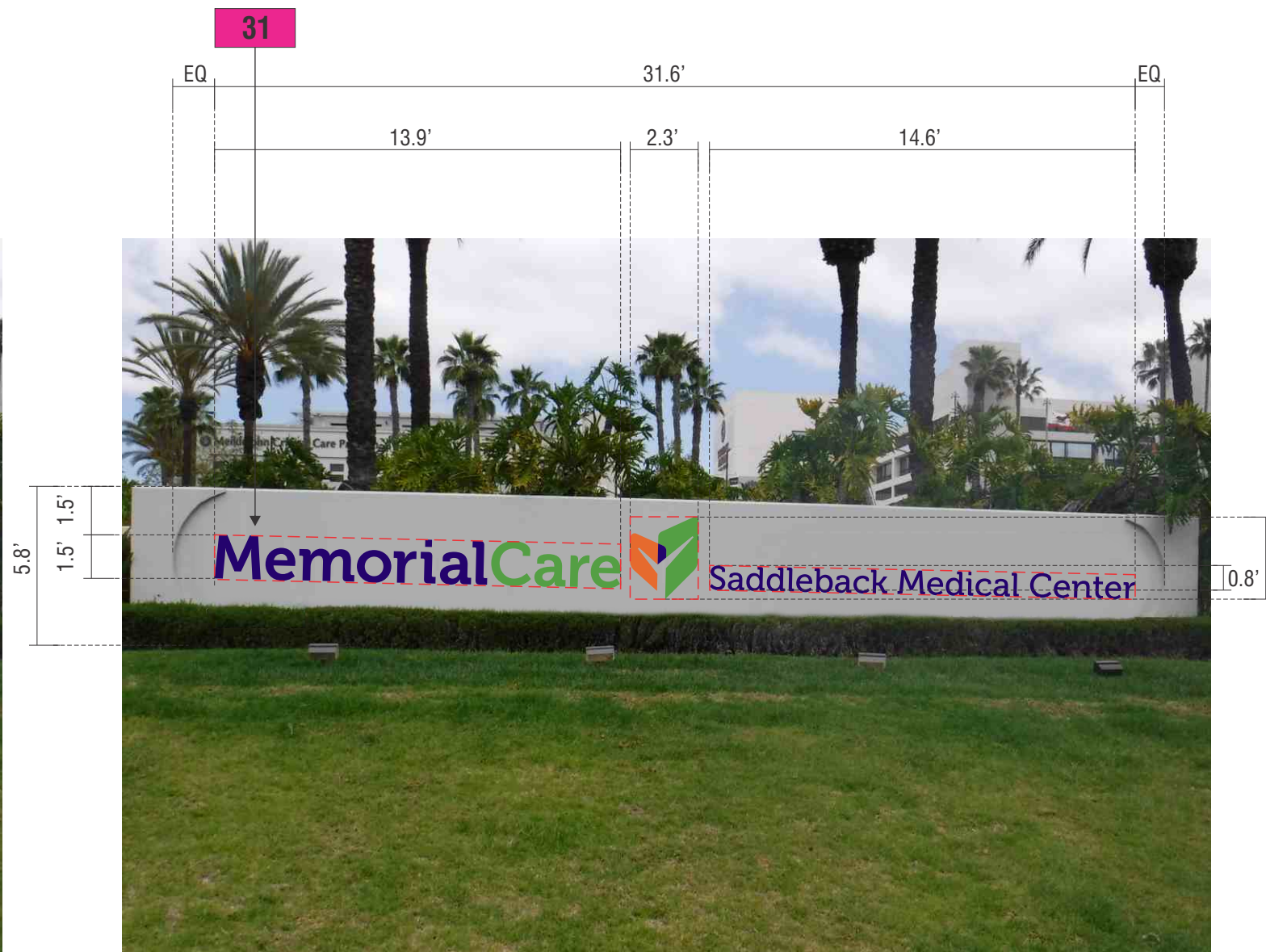




EXISTING CONDITIONS

SCALE: 3/16" = 1'-0"

$$(3.5 \times 3.5) + (1.0 \times 27.5) + (0.4 \times 12.1) = 12.2 + 27.5 + 4.8 = 44.5 \text{ SQ FT}$$



PROPOSED SIGNAGE

SCALE: 3/16" = 1'-0"

**EXISTING MONUMENT SIGN,
ONLY CHANGING OUT LETTERS**

$$(1.5 \times 13.9) + (2.8 \times 2.3) + (0.8 \times 14.6) = 20.8 + 6.4 + 11.6 = 38.8 \text{ SQ FT}$$



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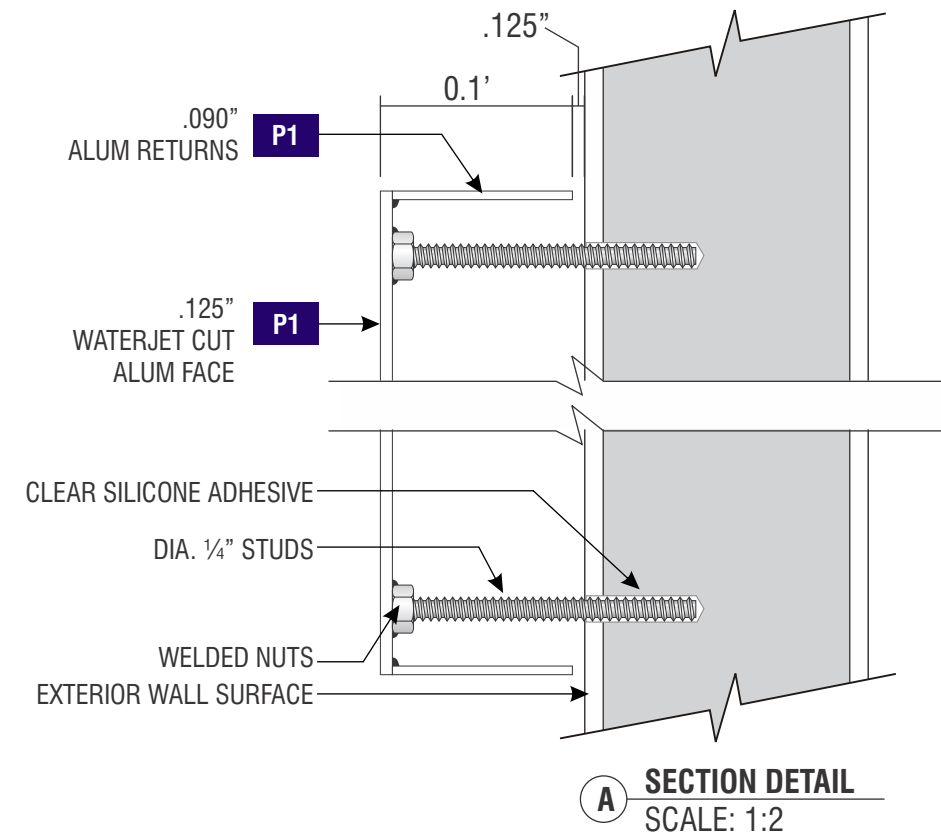
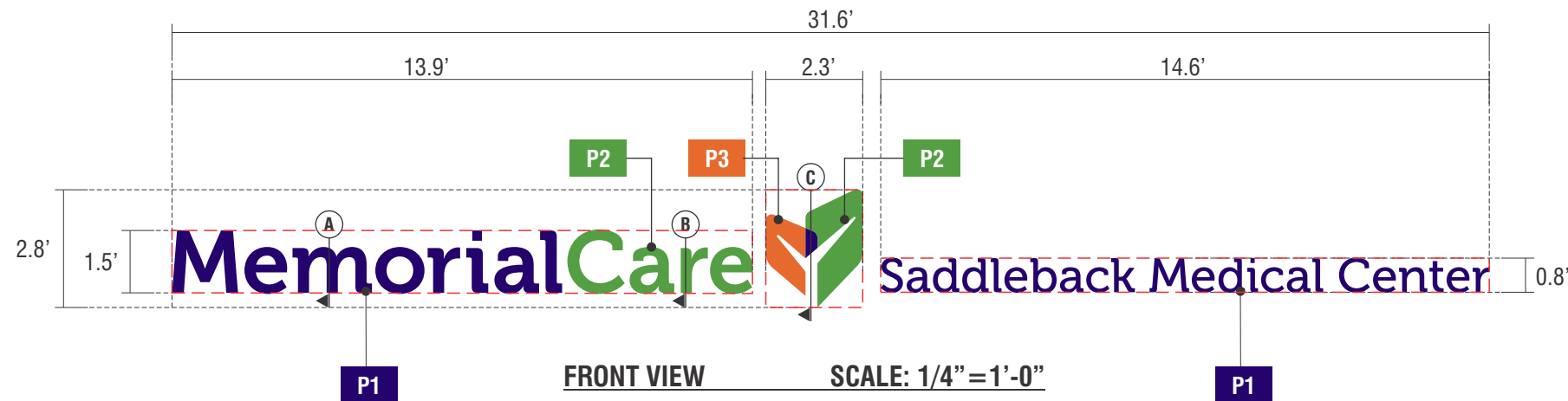
Sales: Art Navarro
Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062

quote:

project ID: MEMORIALCARE_MC0005_

Packet Pg. 140



SQ. FT.: 38.8

31 SIGNTYPE MC-LNIC-E-18-ST-CUSTOM MC-SMC-LNIC-E-9

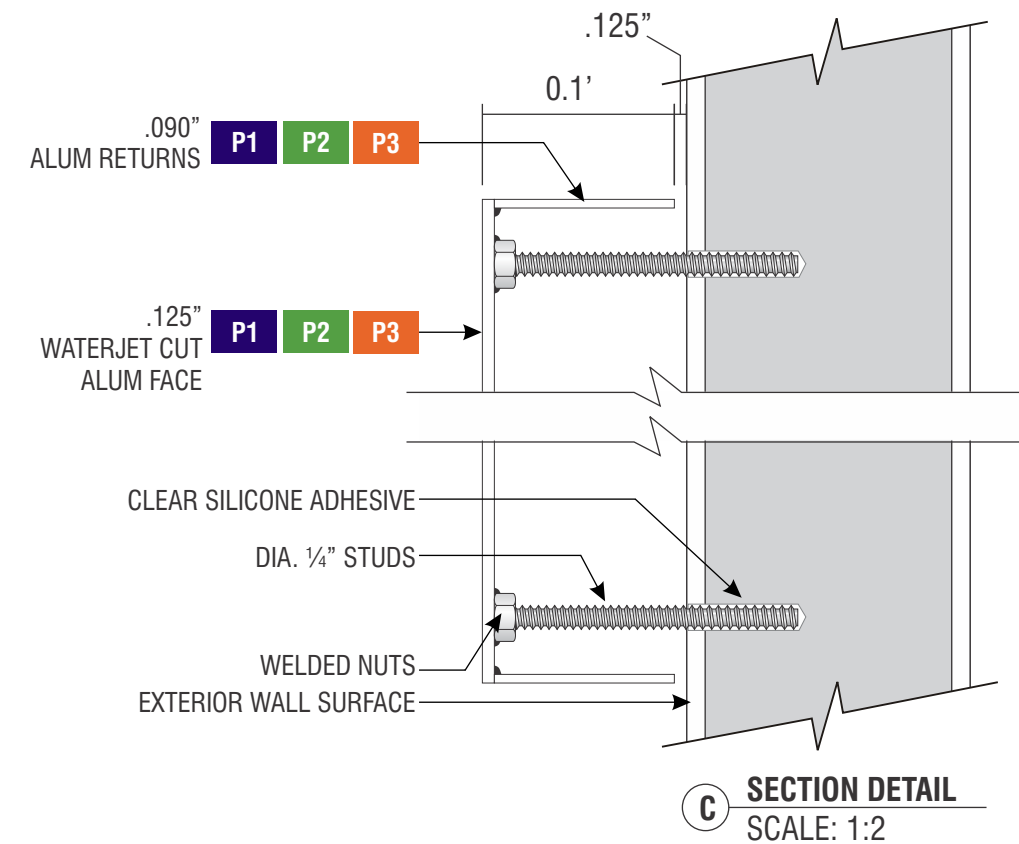
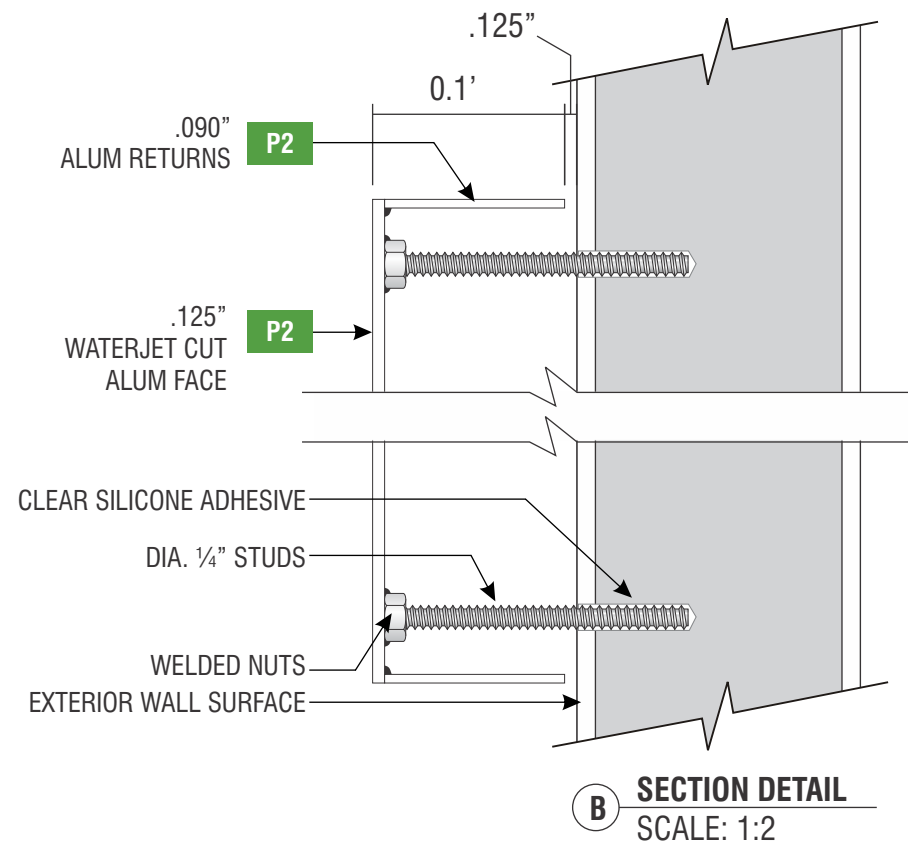
MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED DIMENSIONAL LETTERSET

PAINT

P1 EGGPLANT - MATTHEWS #MP75937 R168308, WITH SATIN FINISH

P2 GREEN - MATTHEWS #MP76520 R168308, WITH SATIN FINISH

P3 ORANGE - MATTHEWS #MP89932 R168773 WITH SATIN FINISH



Attachment: Attachment 3- Master Sign Program (1930 : Site Development Permit/Master Sign Program No. 7-18-4264 (MemorialCare))



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Coordinator: Diane Brevard
Design: bespano
Engineering:

drawing: 18-01062
quote:
project ID: MEMORIALCARE_MC0005_



EXISTING CONDITIONS

SCALE: 1/4" = 1'-0"

$(2.7 \times 2.7) + (1.2 \times 10) + (1.2 \times 8.5) + (.6 \times 10) + (.5 \times 10.2) = 7.2 + 12 + 10.2 + 6 + 5.1 = 40.5$

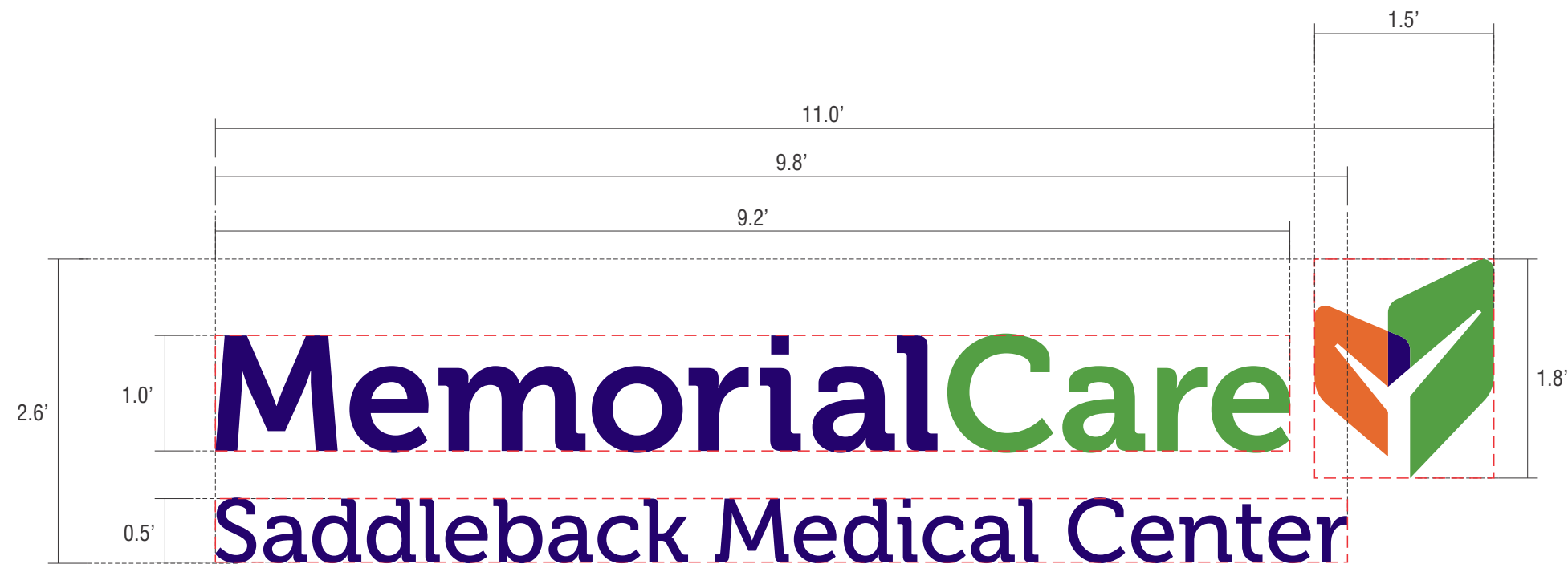


PROPOSED SIGNAGE

SCALE: 1/4" = 1'-0"

EXISTING MONUMENT SIGN,
ONLY CHANGING OUT LETTERS

$(1.0 \times 9.2) + (1.8 \times 1.5) + (0.5 \times 11.0) = 9.2 + 2.7 + 5.5 = 17.4 \text{ SQ FT}$



FRONT VIEW SCALE: 3/4"=1'-0"

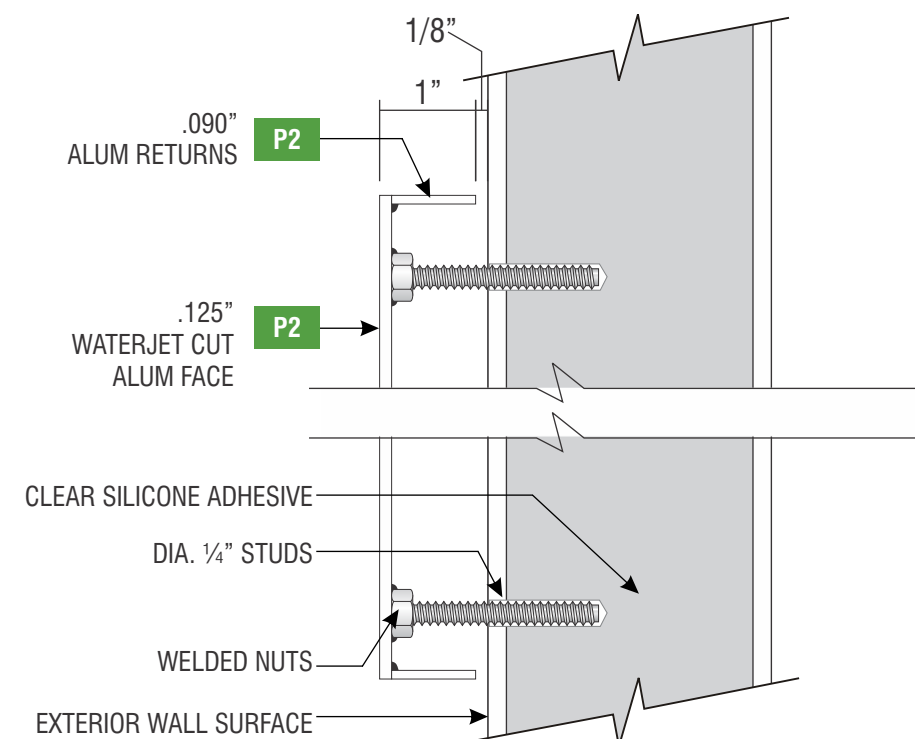
SQ. FT.: 17.4

32	SIGNTYPE	MC-LNIC-E-12-H	MC-SMC-LNIC-E-6
----	----------	----------------	-----------------

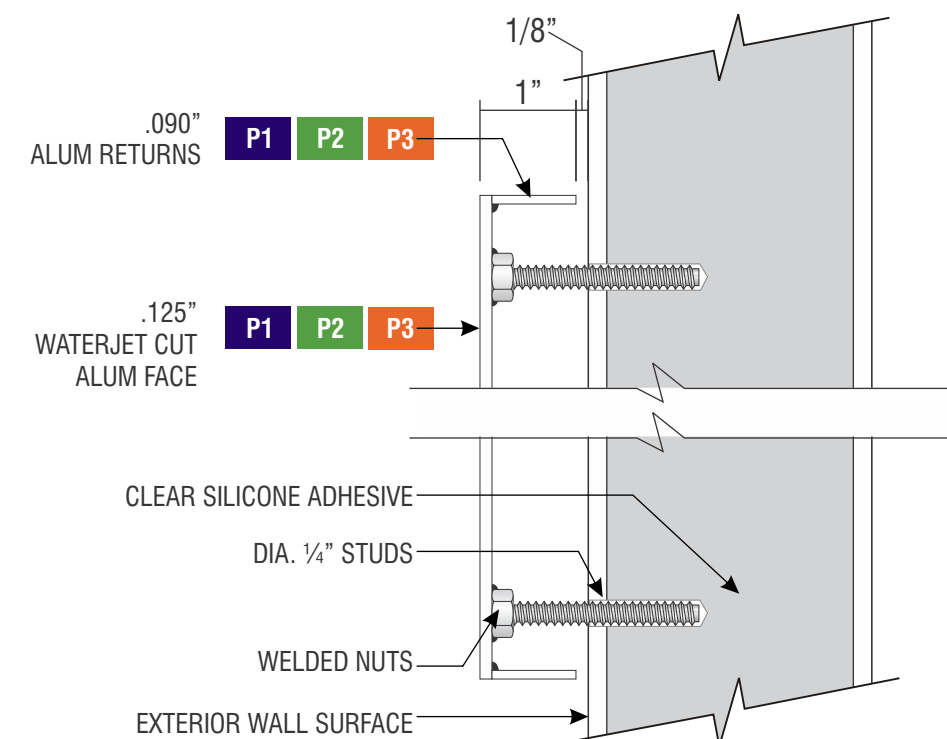
MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED
DIMENSIONAL LETTERSET

PAINT

- P1** EGGPLANT - MATTHEWS
#MP75937 R168308,
WITH SATIN FINISH
- P2** GREEN - MATTHEWS
#MP76520 R168308,
WITH SATIN FINISH
- P3** ORANGE - MATTHEWS
#MP89932 R168773
WITH SATIN FINISH



B SECTION DETAIL
SCALE: 1:2



C SECTION DETAIL
SCALE: 1:2

A SECTION DETAIL
SCALE: 1:2

Attachment: Attachment 3- Master Sign Program (1930 : Site Development Permit/Master Sign Program No. 7-18-4264 (MemorialCare))



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 10, 2019

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: A Request from the Southern California Gas Company to Adopt a Resolution Supporting Balanced Energy Solutions

RECOMMENDATION: That the City Council consider a request from the Southern California Gas Company to adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, supporting balanced energy solutions."

SUMMARY:

The City received a request from the Southern California Gas Company (SoCalGas) to consider adopting a Resolution in support of maintaining local control of energy solutions (attached). The request is being made in response to legislative and rulemaking efforts by the State Legislature, the California Public Utilities Commission (CPUC), and the California Energy Commission (CEC) to reduce greenhouse gas emissions associated with the State's residential and commercial buildings, also referred to as building decarbonization. In general, building decarbonization seeks to reduce the use of energy generated from fossil fuels such as natural gas. At this time, no legislation or mandate exists requiring the City to eliminate or reduce the use of natural gas.

BACKGROUND:

In September 2018, Governor Brown signed two bills into law related to building decarbonization, Senate Bill (SB) 1477 and Assembly Bill (AB) 3232. The former calls on the CPUC to develop two voluntary incentive programs to promote the use of highly efficient building appliances. The first program, the Building Initiative for Low Emissions Development (BUILD) program, will offer incentives to developers to promote the

A Request from SoCalGas to Adopt a Resolution Supporting Balanced Energy Solutions
September 10, 2019
Page 2

construction of new residential housing that utilizes near-zero-emission building technologies. The second program, the Technology and Equipment for Clean Heating (TECH) program, will offer incentives to promote purchases of low-emission space and water heating equipment.

AB 3232 requires the CEC to, by 2021, develop an assessment of the feasibility of reducing greenhouse gas emissions of California's residential and commercial building stock to 40 percent below 1990 levels by 2030. The CEC is required to develop this feasibility assessment in consultation with the CPUC and the State Air Resources Board, among other state agencies.

Position of SoCalGas

In consideration of California's building decarbonization efforts which focus on reducing energy generated from fossil fuels, SoCalGas is concerned that the State will, in the future, adopt regulations and/or issue mandates eliminating or limiting the use of natural gas. In addition, SoCalGas believes that such regulatory actions would be financially detrimental to businesses and residents, specifically related to the cost of switching natural gas appliances to electric appliances.

Comments from Southern California Edison (SCE)

The City received comments from SCE pertaining to SoCalGas' effort to build a coalition of cities in support of balanced energy solutions. In particular, SCE is concerned that preemptively adopting local resolutions and/or ordinances may negatively impact local electrical energy programs, such as the Charge Ready Program to expand electric vehicle infrastructure and a bus fleet electrification program in partnership with the Orange County Transportation Authority. Moreover, since there is currently no legislation or mandate to reduce or eliminate the use of natural gas, SCE believes that balanced energy resolutions are not needed at this time.

CPUC Fact Sheet

The CPUC issued a fact sheet on August 19, 2019, to specifically address concerns raised by natural gas energy providers and groups advocating for the continued use of natural gas (attached).

Conclusion

An argument can be made that it may be premature for the City's involvement in this

A Request from SoCalGas to Adopt a Resolution Supporting Balanced Energy Solutions
September 10, 2019
Page 3

issue, or that the City should not take sides when an issue lies outside of its subject matter jurisdiction. That said, protecting local control is of primary importance in regards to the City's legislative activities, and the City proactively monitors legislation at the state and federal levels of government. Furthermore, the City and its legislative advocacy partners – the League of California Cities, the Association of California Cities-Orange County, and Joe A. Gonsalves and Son – constantly work together to maintain the City's local authority and protect the residents and businesses of Laguna Hills. If the City Council concurs with SoCalGas, it would be appropriate to adopt the attached Resolution.

ATTACHMENTS:

- Resolution
- CPUC Fact Sheet

RESOLUTION NO. 2019-09-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, SUPPORTING BALANCED ENERGY SOLUTIONS

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

WHEREAS, California's stated energy policies are intended to reduce greenhouse gas emissions and minimize the potential impacts of climate change; and

WHEREAS, the California Legislature and state agencies may propose future legislation and regulations restricting consumer choice of the type of energy available by mandating use of a single or select energy source(s) to power buildings, provide public transit, and transport goods; and

WHEREAS, State mandates approved by the California Legislature and signed into law by the Governor often eliminate local control and may restrict consumer choice, suppress innovation, reduce energy availability and reliability, and unnecessarily increase costs to Laguna Hills residents and businesses; and

WHEREAS, The City understands that relying on a single energy delivery system may unnecessarily decrease energy availability and reliability due to natural and man-made disasters and potentially increase the cost of goods and services for all California businesses and residents; and

WHEREAS, clean, affordable, renewable and reliable energy sources are crucial to maintain the health, safety and well-being of Laguna Hills residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially; and

WHEREAS, the need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to the City's success in a highly competitive and increasingly regional and global marketplace; and

WHEREAS, the City of Laguna Hills, its residents and businesses value local control and the right of local government to implement policies that comply with state requirements and are appropriate for the local community;

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

SECTION 1. The City supports balanced policies that provide clean, sustainable, reliable, renewable and cost effective energy solutions for California to avoid burdensome government regulations, minimize additional costs allowing businesses to remain

competitive in an ever increasing and competitive global marketplace, minimize increases in the costs of goods and services for all Californians, improve the environment, and maintain local government control to implement policies that are most effective for the local community.

PASSED, APPROVED, AND ADOPTED this 10th day of September 2019.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-09-10-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 10th day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



Created 8/19/19

Building Decarbonization: Fact vs. Fiction

The California Public Utilities Commission (CPUC) is in the process of implementing Senate Bill (SB) 1477 (Stern, 2018), which directs the Commission to create two new voluntary incentive programs to promote the use of highly efficient building appliances. The first program, the Building Initiative for Low Emissions Development (BUILD) program, will offer up to \$20 million per year for four years to promote the construction of new residential housing that utilizes near-zero-emission building technologies. The second program, the Technology and Equipment for Clean Heating (TECH) program, will offer up to \$30 million per year for four years to promote purchases of low-emission space and water heating equipment.

Recent false and misleading claims made by groups advocating for the continued use of natural gas have caused confusion among elected officials, the media, and the general public regarding what actions the CPUC and other state agencies are currently taking to help decarbonize California's buildings. Below are a few of these "myths", countered by reality.

Myth #1: The CPUC is mandating that all buildings stop using natural gas

Reality: There is no such mandate. The BUILD and TECH programs create incentives for utility customers to invest in new low carbon-emitting building technologies. The programs will be created in accordance with state statute and do not include any mandate to dismantle or diminish California's existing natural gas pipeline infrastructure. The tens of millions of natural gas appliances currently operating in homes and businesses across California represent a significant source of greenhouse gas (GHG) emissions and indoor air pollution. Collectively, buildings are responsible for approximately 12 percent of the state's overall emissions, and most of those emissions come from natural gas space and water heating. Meanwhile, electricity in California is becoming increasingly cleaner thanks to laws like the Renewables Portfolio Standard, which requires the state's electric retail providers to buy at least 60 percent of their electricity from eligible renewable resources by 2030, and for the state's electricity grid to be completely carbon-free by 2045. In California, electricity is increasingly a cleaner alternative to natural gas. BUILD and TECH are intended to increase the use of highly efficient electric appliances, thus resulting in an overall decrease in GHG emissions over time.

Myth #2: Californians will be forced to retrofit their homes

Reality: Nobody will be forced to convert any of their appliances. Both BUILD and TECH are entirely VOLUNTARY programs. If a homebuilder does not want to construct new residential housing that utilizes near-zero-emission building technologies, they do not have to. Similarly, a consumer planning to retrofit their home with a new appliance will have no obligation to purchase electric appliances instead of natural gas appliances. Consumers will continue to have the choice to purchase whatever appliance best meets their needs.

Myth #3: Consumers will see dramatically higher bills

Reality: Neither BUILD nor TECH is anticipated to increase the average cost of service. The bill impacts for individual consumers participating in the programs will depend on a variety of factors, but the highly efficient appliances promoted by BUILD should result in significantly lower energy bills. According to an April 2019 study conducted by Energy and Environmental Economics, Inc., “building electrification... can lead to consumer capital cost savings, bills savings, and lifecycle savings in many circumstances.”¹ The study adds, “The most promising near-term opportunities for consumer cost savings among low-rise residential building electrification options can be found in all-electric new construction, and high efficiency air source heat pumps in homes where air conditioning can be replaced with heat pumps.”

Myth #4: Renewable natural gas will not be a future option

Reality: The CPUC is actively working to make renewable natural gas available in greater quantity. Six dairy digester biomethane producing pilot projects were recently authorized by the CPUC to be funded by natural gas investor owned utility ratepayers. In addition, the Commission is currently considering applications from both Southern California Gas Company and San Diego Gas & Electric to introduce a new program that would allow customers to opt into purchasing renewable natural gas for their building. On August 20, 2019, the CPUC will host a workshop at its San Francisco headquarters to begin developing a process to determine whether “off specification” gas can be injected into the pipeline system and blended in the system itself. The CPUC is considering multiple ways to quickly, effectively, and efficiently decarbonize California’s energy mix, and renewable natural gas is anticipated to play a role in that process. More information related to the CPUC’s efforts to promote renewable gas can be found at https://www.cpuc.ca.gov/renewable_natural_gas/.

Myth #5: Action is not needed at this time

Reality: BUILD and TECH represent an important next step in helping California meet its climate-related goals by reducing GHG emissions and local air pollution from buildings. The two programs are anticipated to play a similar role to that of the California Solar Initiative, which brought cost-effective rooftop solar photovoltaic systems to California. Early action, market transformation programs will ensure that low- and zero-emission space and water heating technologies continue to improve in effectiveness and lower both installed costs and operating costs alike. To the extent that BUILD and TECH help incentivize the use of highly efficient electrically powered technologies for space and water heating, the two programs will help California reduce its overall GHG emissions and local air pollution more and more each passing year. Timely action is necessary for California to continue to be a leader in the fight against climate change, and both BUILD and TECH will contribute to the state’s leading and comprehensive climate policies and initiatives.

¹ https://www.ethree.com/wp-content/uploads/2019/04/E3_Residential_Building_Electrification_in_California_April_2019.pdf



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 10, 2019

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

ISSUE: Proposed Consulting Services Agreement with Mercy House Living Centers to Provide Homeless Outreach Services Within the City of Laguna Hills

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a proposed Consulting Services Agreement with Mercy House Living Centers to provide homeless outreach services for Fiscal Year 2019/20 in the not to exceed amount of \$15,564.

SUMMARY:

Mercy House Living Centers (Mercy House) received grant funds from the County of Orange to provide homelessness outreach services to seven cities within the south Service Planning Area (SPA). The City of Laguna Hills is one of the seven cities and the City received a proposal for homeless outreach services for this fiscal year from Mercy House. To fund a part-time outreach worker and homeless program services, Mercy House is requesting that the City commit \$15,564 in matching funds to the grant funds already awarded to Mercy House for services specific to the City of Laguna Hills. The City's matching contribution of \$15,564 for this fiscal year has already been approved in the City's current budget.

BACKGROUND:

Mercy House was awarded \$638,980 in Homeless Emergency Aid Program (HEAP) grant funds by the County of Orange to provide homeless outreach and rental assistance to homeless individuals and families within cities in the south Service Planning Area (SPA).

Proposed Consulting Services Agreement with Mercy House

September 10, 2019

Page 2

HEAP is authorized by Senate Bill (SB) 850, which was signed into law by Governor Brown in June 2018. This grant program was designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California.

The seven cities in the south SPA that Mercy House is focused on through this grant fund is Dana Point, San Clemente, Lake Forest, Mission Viejo, Laguna Hills, Rancho Santa Margarita, and San Juan Capistrano. Currently, Mercy House is operating and provides homeless outreach services in the cities of Dana Point, Lake Forest, Mission Viejo, and San Clemente, and now desires to expand its services to the other south SPA cities, including Laguna Hills, during this fiscal year. As stated in Mercy House's attached cover letter, dated July 26, 2019, "By bringing together these seven cities, the proposed program aims to create a regional approach to understanding the homeless population in South Orange County and work together on shared strategies to address the needs of homeless individuals in the region and provide resources and assistance across jurisdictional borders."

Mercy House, a non-profit organization, began operation in 1990 and has successfully provided homeless service programs for 29 years. A proposal was received from Mercy House to provide part-time homeless outreach services within the City of Laguna Hills for this fiscal year with a start date of September 1, 2019, and an end date of June 30, 2020. Mercy House is requesting the City to commit \$15,564 in matching funds to Mercy House's \$29,043 in HEAP funds in order to fill the gap in supporting the full cost of part-time outreach services in Laguna Hills which is estimated at \$44,607. A detailed scope of services is included in the attached proposed Consulting Services Agreement with Mercy House and is summarized below. Mercy House will use the HEAP and City matching funding to provide for the salaries and benefits of an outreach worker, client services, transportation assistance, as well as rapid rehousing services to connect homeless individuals to housing.

Summary of proposed services

1. One Mercy House Part-time Outreach Worker (estimated at 20 hours per week) to work in the City of Laguna Hills and perform the following tasks.
 - a. Field Outreach Services: Conduct outreach and engagement in coordination with the Sheriff's Department, the County of Orange Health Care Agency, neighboring cities, City staff, and other service providers.

Proposed Consulting Services Agreement with Mercy House

September 10, 2019

Page 3

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- b. Case Management Services: Provide ongoing case management services to assess the condition of each homeless person, develop a housing plan, and coordinate with our agencies to provide assistance.
 - c. Reporting and Meetings: Provide monthly activity reports to the City and attend monthly meetings with the City.
2. Provide the City with Outreach Programs which include transportation assistance, employment services, and rapid re-housing services.
 3. Mercy House is requesting the City provide limited office/desk space for the Outreach Team Member which can be accommodated at the Community Center staff office area.

Staff recommends that the City Council approve the proposed Consulting Services Agreement with Mercy House to provide for homelessness outreach services for this fiscal year. Monies to support the City's requested matching is already approved by the City Council in the current budget cycle and contributing to and supporting a regional homeless outreach program would be beneficial to the City and its service recipients.

FISCAL IMPACT:

The cost to fund part-time outreach homelessness services for this fiscal year are estimated at \$44,607-with Mercy House contributing \$29,043 in HEAP grant funds. To fill the funding gap, Mercy House is requesting that the City commit \$15,564 in matching funds. This amount is budgeted in this fiscal year and the \$15,564 is set as a maximum not-to-exceed amount in the proposed contract with Mercy House.

ATTACHMENTS:

- Proposed Consulting Services Agreement with Mercy House

CONSULTING SERVICES AGREEMENT
Mercy House Living Centers
(Homeless Outreach Services)

THIS CONSULTING SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 11th day of September 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 MERCY HOUSE LIVING CENTERS, a California corporation, with its principal place of business at P.O. Box 1905, Santa Ana, California 92702 (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 services of a qualified consultant that specializes in providing housing and comprehensive supportive services for a variety of homeless populations by implementing a regional, coordinated approach to implementing homeless outreach services in an effort to end the cycle of homelessness for those who enter their system of care and by providing homeless outreach consulting services to public entities (the "Project").

B. Consultant has submitted to City a written proposal, dated July 26, 2019, to provide homeless outreach services to City as part of an approved Homeless Emergency Assistance Program (HEAP) grant 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, technical expertise, or experience able to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such homeless outreach 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 homeless outreach

services for the Project as described and as set forth in Consultant's Proposal/Scope of Work, dated July 26, 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 Work or Services 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 July 26, 2019 cover letter and proposal/scope of services submitted to the City ("Consultant's Proposal"), which shall all 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 of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

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.

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 Scope of Services (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, in accordance with the payment schedule set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding Fifteen Thousand Five Hundred Sixty-Four Dollars (\$15,564.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". 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 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 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 continue in full force and effect for a period of approximately ten (10) months for Fiscal Year 2019/2020, commencing on September 11, 2019, and ending on June 30, 2020, unless extended by mutual written agreement of the Parties.

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 make all decisions in connection therewith: **Larry Haynes, Executive Director**. 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.

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.

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

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 officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Consultant's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. 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.

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.

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

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

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees,

expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the 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 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:

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

To Consultant:

Mercy House Living Centers
 Attention: Larry Haynes, Executive Director
 P.O. Box 1905
 Santa Ana, California 92702
 Telephone: (714) 836-7188
 Facsimile: (714) 836-7901

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

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

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

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

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

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

10.8 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.

[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

 DON SEDGWICK,
 Mayor

ATTEST:

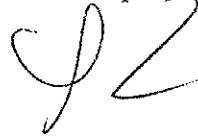
 (SEAL)

MELISSA AU-YEUNG,
 Deputy City Manager/City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
Mercy House Living Centers,
 a California corporation

By: 
 LARRY HAYNES, President

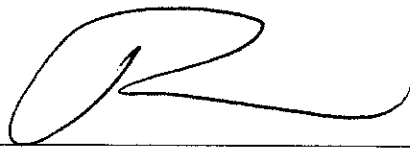
By: 
 PATTI LONG, Chief Financial Officer

EXHIBIT “A”**CONSULTANT’S PROPOSAL****DATED: JULY 26, 2019**

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



July 26, 2019

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

Dear Mr. White,

As you are aware the Board of Supervisor's passed a Declaration of Shelter Crisis on July 12, 2018 in response to the increasing rate of homelessness in Orange County and in the South Service Planning Area (South SPA). According to the County of Orange's 2017 Point in Time Count the number of unsheltered individuals in South Orange County is 286.

In response to this need, in October 2018, Mercy House applied for and was awarded a Homeless Emergency Assistance Program (HEAP) grant through the County of Orange to provide homeless outreach and rental assistance to homeless individuals and families in the Southern SPA cities of Dana Point, San Clemente, Lake Forest, Mission Viejo, Laguna Hills, Rancho Santa Margarita and San Juan Capistrano to implement a regional, coordinated approach to homeless outreach services. By bringing together these 7 cities, the proposed program aims to create a regional approach to understanding the homeless population in South Orange County and work together on shared strategies to address the needs of homeless individuals in the region and provide resources and assistance across jurisdictional borders.

In working with the City of Laguna Hills staff, it was our desire to begin operation of a part time (20 hour) homeless outreach program working cooperatively with city staff and the police department paid through with HEAP funding. Unfortunately, due to circumstances beyond our control and other funding priorities within the County, the amount that we were awarded through the HEAP contract is approximately 30% less than the amount that was requested in our application.

As a result of this reduction, we write to you today to respectfully request that the City considers investing in homeless outreach services by committing \$15,564 to match the \$29,043 in HEAP funding we were able to secure for the City and help provide the gap funding necessary to execute a 20-hour/week homeless outreach program for this fiscal year.

The funding will be used to provide for the salaries and benefits of an outreach worker, client services and transportation assistance as well as rapid rehousing services to connect homeless individuals to housing and reduce those homeless on your streets. Mercy House's proposal for a homeless outreach program for the City of Laguna Hills is enclosed with this letter.

Mercy House has a 29 year history of executing quality homeless services in Orange County and have helped a number of cities reduce their homeless populations through targeted outreach and engagement strategies. Through our success and innovative approaches, we have earned a reputation as being an authority on homeless issues. We have been contracted as consultants or key advisors with

a number of cities to provide strategies and solutions to homelessness within their respective jurisdictions and have participated in and helped to create a number of initiatives and Homeless Task Forces. How we differ from other outreach service providers is that while we aim to meet the health and basic needs of the clients we encounter, our goal is simply not to continue to manage their homelessness on the streets. Instead, for the benefit of the clients we serve and to meet the goals of the City through their investment in this program, our attention is focused on providing a pathway to the effective end of homelessness through access to permanent housing opportunities.

With support from the City we hope to help address the growing concern of homelessness in the South Orange County region and reduce the number of homeless individuals and families living in the City of Laguna Hills.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'LH' or 'Larry Haynes'.

Larry Haynes
Executive Director

Encl: Proposal for Homelessness Services for the City of Laguna Hills

PROPOSAL FOR HOMELESSNESS SERVICES FOR THE CITY OF LAGUNA HILLS

Mercy House will provide the following to the City of Laguna Hills, in response to the City's match in HEAP funds, for homelessness outreach services:

A. One Mercy House Part-time Outreach Worker (estimated at 20 hours per week) to work in the City of Laguna Hills and preform the following tasks.

1. Field Outreach Services

Conduct outreach and engagement in coordination with the Sheriff's Department, the County of Orange Health Care Agency, neighboring cities, City staff, and other service providers.

- a) Outreach shall include at least one field visit per week to all areas of the community identified as having unsheltered persons with the goal of making initial contact or following up on active cases. Additional field visits will be conducted as required or as directed by the City to address concerns, situations, and issues with homelessness.
- b) Conduct Vulnerability Index Service Prioritization Decision Assistance Tool ("VI-SPDAT") assessments in the field and develop a "By-Name-List" of each unsheltered person found to be residing within the community.
- c) Develop an accurate field survey of the City's nighttime population and develop strategies for outreach, case management, and service delivery.
- d) Update and report field activities to City on a weekly basis and be available to attend meetings to discuss outreach and engagement efforts as requested.

2. Case Management Services

Provide ongoing case management services to assess the condition of each homeless person, develop a housing plan, and coordinate with our agencies to provide assistance.

- a) Develop a case management plan for each unsheltered homeless person. Mercy House shall create and keep a file for each case and make the information available to the City upon request.
- b) Engage in proactive case management that may include, but is not limited to: housing programs, substance abuse programs, mental health programs, employment programs, rehousing (diversion) services, or other services deemed appropriate.
- c) Coordinate case management services with the County Health Care Agency, emergency shelters, and other nonprofit providers to provide services based on the case management plan for that individual.

3. Reporting and Meetings

- a) Provide monthly activity reports to the City to include: total number of clients served, new engagements, number of referrals made, number of VI-SPDAT assessments, number of clients who are document ready, number of clients connected with housing or shelter, number of clients provided with diversion services. Reports may be modified to include additional information requested by the City of Laguna Hills.
- b) Attend monthly case management meetings with the City.
- c) Attend meetings as requested by City to coordinate program activities with the County of Orange, the Sheriff's Department, Nonprofit Organizations, and neighboring cities.

B. Outreach Programs

1. Client Services and Transportation Assistance

This program allows for outreach workers to address immediate needs and dynamically respond to opportunities that may expedite a client's path to housing: examples of these program expenses may include but are not limited to:

- The cost of a birth certificate
- Taxi service or Other (Uber/Lyft) to transport to time-sensitive appointments
- A short motel stay prior to housing placement
- A long-distance bus ticket, train, or other mode of transportation, to connect a homeless resident with an out-of-town housing or employment opportunity or reunite with family members/friends that have housing available to them.

2. Employment

Offer employment services tailored to work with and assist chronically homeless persons.

3. Rapid Re-housing

Clients engaged in outreach services may qualify for rapid rehousing services with the aim to secure permanent housing. Services provided may include 1) housing search and placement services, 2) short to medium term financial assistance and 3) housing stabilization case management and connections to housing stabilization resources.

C. Office/Desk Space

Mercy House is requesting the City to provide office/desk space for the Outreach Team Member when the Outreach Team Member is actively engaged in the 20 hours of homeless outreach services for the City of Laguna Hills.

SCHEDULE OF PERFORMANCE

The services as described above will be provided during fiscal year 2019/2020, with a preferred start date of September 1, 2019, and an end date of June 30, 2020.

PAYMENT SCHEDULE

To fund the estimated twenty (20) hours per week of outreach services for this current fiscal year for the City of Laguna Hills, Mercy House is requesting from the City a total not exceed cost of \$15,564 as illustrated in the table below ("City Match-Y1"). Mercy House will use HEAP grant funds in the amount of \$29,043 to help support the estimated twenty (20) hours a week of outreach services as illustrated in the table below ("HEAP"). Hours worked per week may be less or more than the estimated 20 hours based on workload.

Mercy House will submit invoices on a monthly basis for hourly time that is billable to the City of Laguna Hills. Billable hours are hours that are being spent in the City of Laguna Hills working on the tasks as outlined in this proposal. Non-billable hours are hours such as sick time, holiday pay or vacation pay. Overhead and indirect costs associated with operating the program, including but not limited to accounting and payroll processing, supplies and management and oversight of salaried staff position will also be included in each monthly invoice.

Laguna Hills	
Cash Inflows	
City Match-Y1	\$15,564
HEAP	\$29,043
Total Cash Inflows	\$44,607
Cash Outflows	
Salaries	\$25,097
Payroll tax/Benefits	\$5,126
Workers Comp	\$1,575
Local Expenses	\$190
Office exps	\$505
Admin exps	\$252
Insurance	\$250
Program Services	\$6,970
Rapid Rehousing	\$4,642
Total Cash Outflows	\$44,607



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 10, 2019

TO: Mayor and Council Members

FROM: Dan Meehan
Community Services Superintendent

ISSUE: 2019 Fourth of July Post Event Report

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

SUMMARY:

Staff has estimated that nearly 10,000 people attended the City of Laguna Hills' annual Fourth of July event this year. The 2019 Fourth of July event once again included carnival rides, games, informational and food booths, and entertainment. Total ticket sales revenue was \$4,209 for the two carnival rides. This information was presented to the Parks and Recreation Commission at its August 7, 2019, meeting.

BACKGROUND:

Staff has estimated that nearly 10,000 people attended the City of Laguna Hills' annual Fourth of July event this year. The 2019 Fourth of July event once again included carnival rides, games, informational and food booths, and entertainment. Total ticket sales revenue was \$4,209 for the two carnival rides. The Laguna Hills non-profit groups that sold food and other items informed staff that they were very pleased with their total profits. The non-profit vendors that participated in this year's event were:

- Boy Scout Troop 1602: Pizza and B-B-Q Corn
- LHHS Music Boosters: Nachos, Churros, and Candy
- Armenian Festival: Chicken Sandwiches
- Festival Singers: Hot Dogs and Brownies

2019 Fourth of July Post Event Report

September 10, 2019

Page 2

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- Team Dark Horse: Hamburgers and Chips
 - LHHS Water Polo Boosters: Shaved Ice and Water
 - AYSO 1422: Cotton Candy

The fireworks display was again provided by Fireworks America. The fireworks show lasted 18 minutes, included nearly 1,200 shells, and had a total cost of \$26,500.

A highlight of the 2019 event was the presence of Marines from the 1st Division. At the request of the 3/5 Support Committee several Marines attended the event, bringing with them static displays for the public to experience.

The firing location for the show was the grass area between the football field and the baseball field on the Laguna Hills High School campus. On Thursday, July 5, 2019, City staff walked the campus and found that shells and debris had fallen on the track and football field and tennis courts, however, the pool area and the entire upper field was free from debris. A total of 10 Community Services staff members were on the Laguna Hills High School campus on July 5, clearing firework debris. In addition, City staff received assistance from the City's landscape maintenance vendor in the clean-up of the campus. There was no evidence of any burns or damage to the fields or new track surface.

FISCAL IMPACT:

The adopted budget for FY 2019-2020 includes \$58,450 for the City's 2019 Fourth of July Celebration event. Expenditures for the 2019 Fourth of July Celebration totaled \$54,836. Net costs for the event totaled \$49,727, which accounts for \$4,209 in ticket sales revenue and \$900 in vendor booth rentals revenue. A nominal expense may be added to the overall total for SVUSD clean-up efforts of firework debris in areas that City staff could not access (e.g. roof areas). This expense is not currently represented in the figures presented in this staff report.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 10, 2019

TO: Mayor and Council Members

FROM: Dan Meehan
Community Services Superintendent

ISSUE: City-Wide Holiday Decoration Plan and Agreement

RECOMMENDATION: That the City Council: 1) Waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.090 with regard to approval of the proposed Holiday Lighting Agreement with The Christmas Kings (TCK), as it is hereby found and determined, pursuant to LHMC Section 3-08.110, that compliance is not in the City's best interest at this time based on the information presented herein by City Staff; and 2) Approve the Agreement and authorize the City Manager to execute the agreement.

SUMMARY:

The adoption of the 2019-2021 Fiscal Years Operating Budget included the approval of an expanded City-wide Holiday Decoration Plan. This program was initially reinstated in 2017 and decorations have been displayed from Thanksgiving through early January. Staff is recommending that the City Council waive competitive formal bidding requirements and procedures set forth in LHMC Section 3-08.090 with regard to the proposed Holiday Lighting Agreement with The Christmas Kings (TCK), as it is hereby found and determined, pursuant to LHMC Section 3-08.110, that compliance is not in the City's best interest at this time based on the information presented in this staff report. Staff is also recommending that the City Council approve the agreement and authorize the City Manager to execute the attached agreement.

City-Wide Holiday Decoration Plan and Agreement

September 10, 2019

Page 2

BACKGROUND:

The adoption of the 2019-2021 Fiscal Years Operating Budget included the approval of an expanded City-wide Holiday Decoration Plan for the time periods of Thanksgiving through early January. Previous years displays have included décor at the Community Center building, plaza, and the corner of Paseo de Valencia and Alicia Parkway, the five entry monuments in the City, and the median trees and pilasters on El Toro Road near the Civic Center.

In both 2017 and 2018, staff solicited informal proposals from three prospective holiday lighting vendors, per LPMC Section 3-08.080. For the next two years, the budget for the holiday lighting program was doubled from \$50,000 to \$100,000 annually. This increase in the budget to an amount greater than fifty thousand dollars typically requires formal procedures as spelled out in LPMC 3-08.090, but these requirements and procedures may be waived at the discretion of the Purchasing Officer or City Council when one or more of the listed exemptions apply. This year, staff again solicited three informal customized proposals from three prospective vendors. After evaluating each proposal, staff is recommending TCK and the waiver of formal procedures. There are several reasons for which staff recommends that the City forego competitive formal bidding of the proposed agreement at this time and instead approve the agreement and authorize the City Manager to execute the agreement with TCK, as follows:

3-08.110 (E) – *When formal bidding is not likely to result in the lowest price. However, under such circumstances compliance with the informal procedures as set forth in Section 3-08.080 should be considered.* Based on the nature of the project, an “apples to apples” price comparison cannot be made when reviewing the three proposals. Each vendor that submitted a proposal listed different décor, both in style and total quantity of decorations to be displayed. As such, staff complied with the informal procedures set forth in Section 3-08.080 by soliciting three informal proposals and is recommending that the City Council approve the Agreement with TCK. Time is of the essence, as the vendor needs to order, design and fabricate materials to have them ready for installation in late November. Per LPMC Section 3-08.100 Best Qualified Vendor (C), criteria for determining the best qualified vendor shall include but not be limited to; *“The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption”*. TCK has expressed that with the approval of the agreement this evening, they will have the display built and in place by the Thanksgiving Holiday.

City-Wide Holiday Decoration Plan and Agreement

September 10, 2019

Page 3

3-08.110 (I) – *When an unusual or unique situation exists, in that due to experience, specialized qualifications, particular expertise, performance history, and/or reputation, a particular company, vendor, consultant, or contractor is uniquely qualified for a particular task or project, which makes application of the requirements for competitive solicitation under this chapter contrary to either the intended purpose of the project or the public interest.* Direction from the City Council was to distribute the holiday decorations throughout the City, rather than focusing solely on the Community Center and Civic Center/El Toro Road. In reviewing potential sites for decorations, staff found that there is no power on any medians other than those on El Toro Road, and no accessible power at the street corners throughout the City as well. Staff researched the possibility of installing power to the medians throughout the City, focusing on a 2,900 foot section of median between Moulton Parkway and Nellie Gail on Oso Parkway. For a new electrical service pedestal, a new SDG&E electrical connection, along with 3" conduit and receptacle every 500', the total cost would be approximately \$90,000 for this median alone. As these costs are prohibitive, staff requested that the three vendors that expressed interest in submitting a holiday lighting proposal look at the entire City and then propose a way to spread the décor throughout the City despite the lack of available power. TCK was the most responsive of the three vendors in dealing with this unique situation, as they not only designed and fabricated a solar battery pack but also provided a demonstration for staff. A solar panel and battery was used to power a strand of lights placed on a tree in the plaza of the Community Center. The tree lights operated for six hours and did not dim or fade over that time span.

3-08.110 (J) – *When, in the opinion of the City Council, it is determined that compliance with the procurement policies, procedures and/or requirements is not in the best interest of the City.* Based on the foregoing reasons and determinations, staff recommends that the City Council find and determine that undertaking a formal competitive bidding process for the holiday lighting program at this time is not in the City's best interest and instead approve the proposed agreement with TCK and authorize the City Manager to execute the agreement.

The proposed holiday decoration plan from TCK includes the following:

Community Center Decorations:

Two (2) 7.5' Large Ornaments and two (2) 4.5' Ornaments on Entry Pilasters at Alicia and PDV, 30' along with Lit Garland to wrap around each pilaster

Cost: \$10,600

Red and White Building Lights

Cost: \$6,600

One (1) 8' Wreaths and Two (1) 7.5' Snowflakes over Entries and Archway

Cost: \$2,850

15' Lighted Christmas Tree in Lobby and 48" Wreath and Garland on railings

Cost: \$3,700

16' Walk through Ornament and two (2) 3' 3D Gift Boxes in Plaza area of the Community Center

Cost: \$19,300

Wrap trees and shrubs in Plaza area of the Community Center with lights

Cost: \$1,000

Median Lights:

Twelve (12) Palm trees wrapped with lights and eight (8) pilasters decorated with garland and ornaments on El Toro Road near the Civic Center

Cost: \$14,060

Intersection of El Toro Road and Regional Center:

Eight (8) Palm trees wrapped in lights with two (2) uplights per tree

Cost: \$3,240

Eight (8) pillars and three (3) monument walls decorated with Lit Garland

Cost: \$2,800

Entry Monuments:

10' of Lit Garland for each of the five entry monuments, tree lights for each tree behind the five monuments and a 3' 3D Gift Box at base of each entry monument

Cost: \$6,500

Décor throughout the City:

All items listed below will utilize the solar battery packs discussed earlier in the staff report.

One (1) 7.5' Red Ornament and one (1) 4.5' Silver Ornament in the center median on Moulton Parkway in North Laguna Hills

Cost: \$5,800

Two (2) 7.5' Red Ornaments at the corner of Moulton Parkway and Laguna Hills Drive

Cost: \$6,900

One (1) 21' Tree of Lights and one (1) 5' tall Lit Reindeer at the corner of Paseo de Valencia and La Paz Road

Cost: \$3,800

Two (2) 4.5' Ornaments (one red and one silver) at Oso Parkway and Moulton Parkway

Cost: \$4,700

Total 2019 Cost: \$89,700

Staff will make a power point presentation at the meeting that will show the types and locations of TCK's proposed holiday decoration plan. Plans for the Civic Center in 2019 are not included in the proposal, but will again be handled by the Civic Center property manager. Decorations include white exterior building lights, lights on the palm trees in the Civic Center plaza, along with a tree, wreaths and garland in the foyer.

FISCAL IMPACT:

The budget for the holiday decoration plan is \$100,000 for FY 2019. Total costs for the proposed 2019 holiday decoration plan are \$89,700.

ATTACHMENTS:

- Holiday Lighting Contract



TERMS AND AGREEMENT

1. TERMS OF AGREEMENT:

- a. The Invoice, dated June 26, 2019 and numbered 19-4532 (the "Invoice") along with these terms and agreements will represent the exclusive agreement between The Christmas Kings ("TCK") and the Client ("client") These terms and conditions shall hold as the written agreement between each party unless there is another duly recognized written agreement that supersedes these terms and conditions.
- b. Agreement Length shall be determined as the first date of the Estimate or Invoice regardless if the terms and agreement is or has been signed at a later date. The term of the contract shall begin on the first approved estimate date and remain in effect through the end of the applicable holiday season, which we will define as January 31st of the following year. If there is a multi year contract in place, the contract duration will be start of accepted proposal through January 31st of the following final contracting year. These terms shall be withheld unless there is a recognized written agreement that supersedes these contract dates.

2. PAYMENT TERMS:

- a. The client shall pay TCK the amount set forth in the Invoice with the following terms in mind.
- b. DEPOSIT - a deposit of 50% shall be due Net30 once the Invoice and terms are agreed upon. For multi year contracts the initial payment for the following years shall be paid on or before September 1st for each holiday season.
- c. BALANCE DUE - client shall pay the remaining balance to TCK including any additional billable Invoices that were incurred after initial contracting NET30 after the scope of work is completed in full. If the client has not paid on or before December 15th after the work has been completed the client authorizes TCK to auto debit the customers deposit method, bank card, credit card or ACH on file for the remaining balance. This amount will include a 4% service fee plus a 5% finance charge per month that the balance is remaining past due. This 5% finance charge will be added to the amount unpaid until the balance is paid in full.
- d. CLIENT REFUNDS AND CREDITS - if there is a particular scope of work that cannot be completed due to customer power, construction, change of mind, or any other reason not in the control of TCK, TCK and the client in a reasonable timely manner shall re-design, reallocate, or change the scope of work to another item valued at the same cost. Once a price point and Invoice is agreed upon by the client, the client may not diminish their budget for that holiday season or subsequent seasons on multi year contracts after the fact and request a refund or hold final payment in lieu of work not being completed that is out of TCK decision making power.

- e. **CANCELLATION POLICY** - in the event of a client cancellation more than 30 days prior to the scheduled installation date, the client shall forfeit a portion of there deposit amount which will be 25% of there total Invoiced amount as a cancelation fee. If the lighting agreement is canceled within 30 days of the installation date the client shall be responsible for 50% of the Invoice amount. If there is custom decor specific for the client's project that has been ordered or manufactured, the client will be responsible for 100% of the costs associated with such decor and 50 - 75% of the remaining applicable balance depending on cancelation date in respect to there install date.
- f. **OWNERSHIP OF MATERIALS** - TCK is the sole owner of all materials used on projects with the client unless otherwise specified on the Invoice denoting a purchase, lease to own, client provided material, or similar. All product is supplied on a rental basis and it is the duty and obligation of the client and their employees to use their best efforts to protect and ensure decorations and materials are not damaged, or stolen during the rental duration. Client will be held responsible for gross negligence of materials that are damaged while in there possession. Costs of damaged or stolen product while under the care of the client for gross negligence cases will be billed at the rate of 200% the replacement cost of each item. Client will not be charged for any passive negligence damage related to normal wear and tear or weather related damages.

3. SCOPE OF WORK

- a. **Installation**
 - i. TCK will provide installation using commercially reasonable efforts to complete installation as described in the scope of work detailed on the Invoice. TCK will have the client display installed by December 15th or on or before the scheduled date agreed upon by TCK and the client. All Non Daytime decor (trees, bushes, roof lines, etc.) will be installed prior to november 1st and powered off until commencement of lighting display designated by client. Determination of install methods will be at the sole discretion of TCK. TCK shall not be responsible for functionality issues due to electrical system faults or inadequate power availability at the property.
- b. **Service**
 - i. TCK will use commercially reasonable efforts to ensure all decorations are in working order during the season from the install date to December 30th or a contracted designated date agreed to and understood in the contract or invoice. All service calls during the season shall be relayed to TCK in writing so there is a trackable date and time stamp on the service call. Please send detailed information about the issue so we can promptly respond and remedy the situation. TCK has a 24-48 hour service call response time for issues depending on the severity of the issue and service area. Clients are required to change sprinkler run times in areas that lights have been requested. Sprinkler times must be set to start any time after the lights are off and to stop at least 4 hours prior to the lights activating. If there are issues with GFCI's popping and sprinkler times have not been changed clients may experience additional charges for service calls.

c. Removal

- i. All lighting displays will be removed beginning January 2nd and completed January 30th. Special requests can be arranged for early or late removals, these limited dates will be on a first come first serve basis. If your lights are installed past a preferred date please reach out to your sales person and request power to be turned off to your display until we can reach your property for removal.

4. CUSTOMER CHECKLIST AND RESPONSIBILITIES:

- a. Power - Clients must provide sufficient power to each location lights are requested to be installed. TCK does not always conduct a site survey and it is not included in our pricing, Clients are urged to have an electrical evaluation done with their preferred electrical contractor in order to ensure proper working power is available for TCK to tie into.
- b. Bubble covers - All outlets should be equipped with In-Use covers to prevent tripping from intruding water threats. TCK cannot ensure workability of displays that are connected to outlets without bubble covers, and the client may incur service call charges..
- c. GFCI - The most common service call is for a tripped GFCI. Customers are responsible for first attempting to reset the GFCI before requesting service. NOTE: power must be live to the outlet in order to reset the GFCI button. If an outlet is on a timer or photocell, that device must be activated to allow power to flow to the outlet before trying to reset. If a TCK technician is dispatched to repair an issue related to a popped GFCI in the circumstance that is related to a non protected GFCI outlet or a client related power issue, the client will be responsible for \$75 per hour including drive time for the repair.
- d. Sprinklers - Sprinkler systems must operate only when the lights are off. Please give 4 hours of dry time before the lights turn on for the evening. The TCK lights used on all projects are outdoor rated but they are not meant to be blasted by direct pressurized water. If sprinklers blast lights or outlets GFCI will trip and cause light failure.
- e. Tree trimming - TCK suggests all trees scheduled for lighting to be trimmed in the month of September if needed or prior as installs begin late September in most areas. Trimming trees has several benefits: helps with the speed of install, allows more lights to be visible from guests, allows install technicians to wrap higher and more primary branches offering a better final product for no additional costs to the client.
- f. Deployed Product During The Season - TCK is not responsible for our product or client owned product that has been stolen, cut, damaged, or destroyed while on the clients property. Clients must offer a safe and secure environment with adequate and sufficient security/supervision to prevent decorations from being stolen or damaged. If TCK determines that gross negligence has been demonstrated by the client TCK will alert the client and Invoice for losses at the rate of 200% the replacement cost

5. LEGAL

- a. Notices - all notices and correspondence shall be delivered electronically to TCK main customer support email or the appropriate salesperson.
- b. Modification or Waiver - No amendments, modifications or waivers of the lighting agreement shall be binding unless both parties agree in writing and both sign an amendment, addendum or new contract.
- c. Servability - The invalidity or unenforceability of any particular provision of the Lighting Agreement shall not affect the other provisions hereof, and this Lighting Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Governing Law -The lighting agreement shall be constructed and enforced under and in accordance with the laws of the state of California.
- e. Dispute Resolution
 - (a) Mediation. In the event a dispute arises between the parties with respect to the Lighting Agreement, the parties agree to first submit such dispute to mediation in Orange County, California, which process shall commence by one party providing written notice to the other party requesting mediation. The mediator shall be selected by mutual agreement of the parties, provided, however, if the parties cannot agree on a mediator, TCK shall provide a list of five acceptable mediators to Customer and Customer shall choose the mediator from such list. The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration.
 - (b) Arbitration. If the parties are unable to resolve any dispute through mediation as set forth above, the parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Orange County, California in accordance with the then existing Commercial rules ("Rules") of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; provided, however, that the law applicable to any controversy shall be the law of the State of California, regardless of principles of conflicts of laws. In any arbitration pursuant to this Agreement, (i) discovery shall be allowed and governed by the Rules, and (ii) the award or decision shall be rendered by a single arbitrator appointed by mutual agreement of the parties. In the event of failure of the parties to agree within thirty (30) days after the commencement of the arbitration proceeding upon the appointment of the arbitrator, the arbitrator shall be

appointed by the AAA in accordance with the Rules. Upon the completion of the selection of the arbitrator, an award or decision shall be rendered within no more than thirty (30) days. Notwithstanding the foregoing, the request by either party for preliminary or permanent injunctive relief, whether prohibitive or mandatory, shall not be subject to arbitration and may be adjudicated only by the courts of the State of California located in Orange County or the Federal District Court for the District of California. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER. All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards.

6. INSURANCE

6.1 Compliance with Insurance Requirements. TCK 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. TCK 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 TCK's existing insurance policies do not meet the insurance requirements set forth herein, TCK agrees to amend, supplement or endorse the policies to do so.

6.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, TCK 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.** TCK 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.** TCK 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.** TCK 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. TCK 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. TCK 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.

6.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of 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 TCK agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. TCK shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

6.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or TCK 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 TCK, 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 TCK'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, TCK 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.

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

6.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow TCK 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. TCK hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and TCK hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

6.8 Evidence of Coverage. Concurrently with the execution of the Agreement, TCK 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, TCK 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. TCK shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

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

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

6.11 Insurance for Subconsultants. TCK shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for TCK relating to this Agreement as additional named insureds under the TCK's insurance policies; or (2) TCK 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 TCK'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. TCK shall not allow any subconsultants 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.

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

A. TCK 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 TCK 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 TCK's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. TCK 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 TCK, provide the same minimum insurance coverage required of TCK. TCK 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. TCK agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. TCK agrees to provide immediate written notice to City of any claim, demand or loss against TCK 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.

7. INDEMNIFICATION

To the fullest extent permitted by law, TCK shall defend (at TCK's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (TCK'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 TCK's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit TCK's indemnification obligation or other liability hereunder.

7. ENTIRE LIGHTING AGREEMENT

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

No Duress. This Agreement has been entered into without force or duress, signing at free will of the client and each party involved. The client has had free will with clear decision to enter into this Agreement is a fully informed decision and such persons/companies/or clients are aware of all legal verbiage and has complete understanding of all listed contractual terms and agreements.

I THE UNDERSIGNED AGREE IN FULL WITH ALL THE TERMS AND CONDITIONS LAID OUT IN THE ATTACHED DOCUMENTS AND INVOICES. I THE UNDERSIGNED AM QUALIFIED ON BEHALF OF SELF, CLIENT, OR THE PROPERTY/COMPANY TO ENTER INTO SUCH CONTRACT.

COMPANY/CITY NAME: _____

CONTACT NAME: _____

CONTACT TITLE: _____

SIGNING DATE: ____ / ____ / ____

SIGNATURE: _____

THE CHRISTMAS KINGS

MATHEW KRONQUIST

PRESIDENT

DATE: 0 9 / 0 4 / 2 0 1 9

SIGNATURE: matthew kronquist



OVERVIEW

Please initial each of the following key points from the contract

1. _____ 50% Deposit due at the time of job approval, 50% final payment due Net30 after the completion of installation, or on/before December 15th - Late fees will be incurred for payments past December 15th
2. _____ All product provided as seasonal rental, unless otherwise stated in scope of work
3. _____ Customer must provide pre-checked and working Power Outlet (with bubble cover) at each lighting location. TCK can not run power across sidewalks or more that 100' from Outlet
4. _____ Price includes installation, service calls with a 24-48 hour response time, and removal of all product in January. All takedowns will be done between January 2nd - 31th (Weather Permitting)
5. _____ Customer must have landscape company change any nearby sprinklers to run only during daytime hours, must be done before "lights on" date
6. _____ Any Vendor Registration Fees will be paid by the Property Management Company or the fee will be added onto the final invoice payment if they are not disclosed at the time of contracting.
7. _____ All non daytime decor will be installed in October (tree lighting, roof lines, fence lighting, flood lights, etc.). All Greenery, Bows, Decor, and final power connections will be done prior to the lights on date. The install date will be determined by TCK within an acceptable date range from the client, property management company, owner, or other.



Invoice

The Christmas Kings

31500 Grape St. Suite 3233, Lake Elsinore, CA, 92532
 Inland Empire: 951-402-2000 • Orange County: 714-907-6003 • Fax: 951-905-1401
<https://www.thechristmaskings.com> • support@thechristmaskings.com

Invoice No. **19-4532**
 June 26th 2019

CUSTOMER INFORMATION

Property Name	City of Laguna Hills		
Property Type			
Address	25555 Alicia Parkway		
City, State, Zip	Laguna Hills, CA, 92653		
Contact 1	Name: Dan Meehan Phones: Work: 949-707-2688	Title: Community Services Superintendent Email: dmeehan@lagunahillsca.gov	

INVOICE TOTAL

\$89,700.00

City of Laguna Hills Community Center

Quantity	Description
1	White/Red C9 LED around full perimeter of Community Center Building
1	Installation one 8' tall pre-lit Wreath with 48" Red Bow above main entry doors to Community Center
2	Installation of two 7.5' tall Pandora Snowflakes with animated LED Drip lights
1	15' Lit Decorated Christmas Tree placed in Main Lobby with Gold, Silver, and Red Decor Package. Includes Garland and 48" Wreath at top of Stairwell
4	Lit Decorated Garland around top of four Monument Pillars at the corner
2	Installation of (2) 7.5' Tall by 6.5' Wide Red/Gold 3D Ornaments fully lit with twinkle LED lights placed on top of big Pillars at the corner
2	Installation of (2) 4.5' Tall by 4' Wide Red/Gold 3D Ornaments fully lit with twinkle LED lights placed on top of smaller Pillars at the corner
1	Installation of 16' Tall by 16' Long Walk-thru Ornament with Twinkling LED Lights in Courtyard
2	Installation of two 3' Tall 3D Gift Boxes flanking Ornament in courtyard
1	Branch wrap most Trees and bushes in front of building, Trees in Grass area, C9s along top of wall, and Trees on other side of wall along Alicia Pkwy

Attachment: Holiday Lighting Contract (1948 : City-Wide Holiday Decoration Plan and Agreement)

El Toro Median Tree and Monuments (2 Identical Medians)

Quantity	Description
12	Spiral wrap 12 total Palm Trees with clear LED mini lights using 4"-6" spacing up approx. 20' high
12	Uplights on each Palm Tree to light up Palm Fronds (2 uplights per Palm to light up front and back, price is per palm)
8	Lit Decorated Garland around top of each Monument Pillar
4	4.5' Tall 3D Red Ornaments on top of 1st and 4th Monument Pillar

El Toro & Regional Center Intersection (Both Sides)

Quantity	Description
8	Spiral wrap 4 Palm Trees (2 on each corner) with clear LED mini lights using 4"-6" spacing up approx. 18' high
8	Uplights on each Palm Tree to light up Palm Fronds (2 uplights per Palm to light up front and back, price is per palm)
8	Lit Decorated Garland around the top of the 8 Monument Pillars (2 on each corner)
3	Lit Decorated Garland across top of 3 Monument walls (1 corner doesn't have a monument wall)

5 Laguna Hills Monuments

Quantity	Description
5	Lit Decorated Garland across top of each Monument Sign
5	Branch wrap trunk and major limbs of tree behind Monument Sign with clear LED mini lights up approx. 10'
5	Place 3' tall lit 3D Gift Box by each Monument Sign

Decor Installed Throughout City

Quantity	Description
1	North Laguna Hills - Moulton Parkway - Battery/Solar Pack - One 7.5' 3D Red Ornament, One 4.5' 3D Silver Ornament in Center Median
1	Moulton and Laguna Hills - Battery/Solar Pack - Two 7.5' Tall 3D Red Ornaments on Corner
1	Paseo de Valencia and La Paz - Battery/Solar Pack - one 21' Tall Tree of Lights and a 5' Tall pre-lit Deer
1	Oso and Moulton - Battery/Solar Pack - Two 4.5' Tall 3D Ornaments on corner by Wood Fence (one red, one silver)

Terms:

Quantity	Description
	-\$2150 Discount given to customer
	- All product is provided as a rental for the season

- 50% Deposit due at time of job approval, 50% final payment due after completion of installation (Net30)
- Customer must provide pre-checked and working Power Outlet with water tight cover at each lighting location
- Price includes installation, any service calls with a 24-48 hour response time, and removal of all product by January 20th (Weather Permitting)
- Customer must have landscape company change any nearby sprinklers to run only during daytime hours, must be done before "lights on" date
- All non daytime decor will be installed in October. all Greenery, Bows, Decor, and final power connections will be done on "lights on" date

TERMS

The Christmas Kings carries general liability insurance & work comp @ \$2,000,000 and \$1,000,000 limits. Increases are available at clients expense - Our price includes installation, service, & removal, unless otherwise specified. - All materials are supplied to project as a rental from The Christmas Kings, unless provided by the client or otherwise specified. - The client is responsible for providing adequate power at all lighted locations. - Sprinklers MUST be turned to operate during daylight hours to prevent shorting out the display. - The Christmas Kings provides service within 24 to 48 hours of reported outage. Please use our online service call reporting link to report an outage, or send an email to service@thechristmaskings.com. - Additional fees may occur if it is determined that vandalism, theft cause undo loss or damage.