



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
SEPTEMBER 08, 2015
Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Dore J. Gilbert, M.D., Mayor

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

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

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE KOGERMAN

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

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

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

1.2 RECOGNITION OF DEPUTY SHERIFF BRIAN GUNSOLLEY

RECOMMENDATION: THAT THE CITY COUNCIL PRESENT A CERTIFICATE OF RECOGNITION TO DEPUTY SHERIFF BRIAN GUNSOLLEY FOR BEING AWARDED THE DISTINGUISHED SAFE SCHOOLS AWARD PRESENTED AT THE 2015 SAFE SCHOOLS CONFERENCE.

1.3 PRESENTATION REGARDING THE 2015 SOLAR DECATHLON

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM ALEX MCDONALD, SOLAR DECATHLON PROJECT LEADER, REGARDING THE UPCOMING 2015 SOLAR DECATHLON.

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 AUGUST 25, 2015, REGULAR MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE AUGUST 25, 2015, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED SEPTEMBER 8, 2015

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$285,499.41.

3.4 PROGRESS PAYMENT NO. 3 FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF \$11,972.16, TO HONDO COMPANY, INC. FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B.

3.5 ENERGY CONSERVATION IMPROVEMENTS THROUGH THE ON-BILL FINANCING PROGRAM OFFERED BY SOUTHERN CALIFORNIA EDISON COMPANY AND SAN DIEGO GAS & ELECTRIC COMPANY, AND UTILIZATION OF ECOGREEN SOLUTIONS, INC. AS THE CITY'S REPRESENTATIVE FOR THIS PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO UTILIZE THE ON-BILL FINANCING PROGRAM FOR ENERGY CONSERVATION IMPROVEMENTS OF VARIOUS CITY FACILITIES AS OFFERED BY SOUTHERN CALIFORNIA EDISON COMPANY AND SAN DIEGO GAS & ELECTRIC COMPANY, AND TO SELECT ECOGREEN SOLUTIONS, INC. AS THE CITY'S REPRESENTATIVE TO THE UTILITY COMPANIES FOR THIS PROGRAM.

3.6 AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PLANNING SERVICES TO MOORE IACOFANO GOLTSMAN, INC.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PLANNING SERVICES TO MOORE IACOFANO GOLTSMAN, INC. (MIG, INC.) AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

3.7 CIVIC CENTER FOURTH QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2014/2015

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

3.8 AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL BUILDING SERVICES TO HR GREEN CALIFORNIA, INC.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AWARD OF
A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL BUILDING
SERVICES TO HR GREEN CALIFORNIA, INC. (HR GREEN) AND AUTHORIZE
THE MAYOR TO EXECUTE THE AGREEMENT.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

4.2 PUBLIC COMMENTS

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

4.3 APPROVAL OF MINUTES FOR AUGUST 25, 2015

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE
MINUTES OF THE AUGUST 25, 2015, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAGUNA HILLS, CALIFORNIA, UPDATING THE FIGURES
FOR THE AVERAGE PERSONS PER HOUSEHOLD, FAIR MARKET
VALUE FOR VACANT RESIDENTIAL LAND, AND THE AMOUNT OF
THE PARK IN-LIEU FEE FOR THE IMPLEMENTATION OF CHAPTER
8-06 OF THE LAGUNA HILLS MUNICIPAL CODE

RECOMMENDATION: THAT THE CITY COUNCIL: (1) OPEN THE PUBLIC
HEARING; (2) ACCEPT ANY PUBLIC COMMENTS; AND (3) ADOPT A
RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAGUNA HILLS, CALIFORNIA, UPDATING THE FIGURES FOR THE

AVERAGE PERSONS PER HOUSEHOLD, FAIR MARKET VALUE FOR VACANT RESIDENTIAL LAND, AND THE AMOUNT OF THE PARK IN-LIEU FEE FOR THE IMPLEMENTATION OF CHAPTER 8-06 OF THE LAGUNA HILLS MUNICIPAL CODE."

6. ADMINISTRATIVE REPORTS

6.1 City Manager

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

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council will be September 22, 2015, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, MELISSA AU-YEUNG, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by September 4, 2015, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

September 4, 2015

DATE

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

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

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: SEPTEMBER 8, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LIEUTENANT ROLAND CHACON
CHIEF OF POLICE SERVICES**

ISSUE: RECOGNITION OF DEPUTY SHERIFF BRIAN GUNSOLLEY

RECOMMENDATION: THAT THE CITY COUNCIL PRESENT A CERTIFICATE OF RECOGNITION TO DEPUTY SHERIFF BRIAN GUNSOLLEY FOR BEING AWARDED THE DISTINGUISHED SAFE SCHOOLS AWARD PRESENTED AT THE 2015 SAFE SCHOOLS CONFERENCE.

SUMMARY:

Deputy Sheriff Brian Gunsolley was assigned to the City as a Deputy Sheriff in February 2007, and has served as the Laguna Hills School Resource Officer since September 2010. Deputy Gunsolley was honored with the Distinguished Safe School Award at the 2015 Safe Schools Conference for his outstanding support to providing a safe school environment. The City Council would like to present him with a Certificate of Recognition recognizing his outstanding service to the City of Laguna Hills.

ATTACHMENTS:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION

BRIAN GUNSOLLEY

Deputy Sheriff

City of Laguna Hills

Orange County Sheriff's Department

WHEREAS, Brian Gunsolley has served as Deputy Sheriff for the City of Laguna Hills since February 2007, and the Laguna Hills School Resource Officer since September 2010; and

WHEREAS, Brian has proven himself to be a person of immense character, honesty, and loyalty; and

WHEREAS, Brian has fostered a strong partnership between law enforcement, school administrators, parents, and students and therefore, has enhanced campus safety at Laguna Hills High School, Lomarena Elementary, San Joaquin Elementary, and Valencia Elementary; and

WHEREAS, Brian, while serving as the Laguna Hills School Resource Officer, has been honored with the Distinguished Safe School Award at the 2015 Safe Schools Conference for his outstanding support to providing a safe school environment.

NOW, THEREFORE, I, Dore J. Gilbert, M.D., Mayor, on behalf of the City Council of the City of Laguna Hills, California, and all the staff, do hereby recognize and honor Deputy Sheriff Brian Gunsolley for receiving the Distinguished Safe School Award at the 2015 Safe Schools Conference.

Dated this 8th day of September 2015.

DORE J. GILBERT, M.D., MAYOR

9/8/2015 ITEM NO. 1.2



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: SEPTEMBER 8, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER

ISSUE: PRESENTATION REGARDING THE 2015 SOLAR DECATHLON

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM ALEX MCDONALD, SOLAR DECATHLON PROJECT LEADER, REGARDING THE UPCOMING 2015 SOLAR DECATHLON.

SUMMARY:

The U.S. Department of Energy Solar Decathlon program occurs biennially and challenges collegiate teams to design, build, and operate solar-powered houses that are cost-effective, energy-efficient, and attractive. The next Solar Decathlon is scheduled to take place October 8-18, 2015, at the Great Park in Irvine. Solar Decathlon Project Leader Alex McDonald will be present at the meeting to provide the City Council with a presentation.

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
AUGUST 25, 2015**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Gilbert called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:04 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BLOUNT

ROLL CALL OF CITY COUNCIL MEMBERS

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

CLOSED SESSION REPORT

There was no Closed Session report.

1. PRESENTATIONS AND PROCLAMATIONS

Mayor Gilbert took Item No. 1.2, Item No. 1.3, and Item No. 1.5 out of order on the Agenda.

1.2 RECOGNITION OF DEPUTY SHERIFF THOMAS SPRATT ON THE OCCASION OF HIS RETIREMENT

MAYOR GILBERT AND LIEUTENANT CHACON PRESENTED RETIRING DEPUTY SHERIFF THOMAS SPRATT WITH A CERTIFICATE OF RECOGNITION FOR HIS MANY YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS.

1.3 RECOGNITION OF SERGEANT MATTHEW PRINCE

MAYOR GILBERT AND LIEUTENANT CHACON PRESENTED A CERTIFICATE OF RECOGNITION TO SERGEANT MATTHEW PRINCE FOR BEING HONORED AS "SUPERVISOR OF THE YEAR" BY THE CORONA DEL MAR EXCHANGE CLUB.

1.5 CERTIFICATE OF RECOGNITION, NEIGHBORHOOD WATCH BLOCK CAPTAINS

MAYOR GILBERT AND LIEUTENANT CHACON PRESENTED CERTIFICATES OF RECOGNITION TO THE CURRENT NEIGHBORHOOD WATCH BLOCK CAPTAINS FOR THEIR SERVICE TO THE CITY OF LAGUNA HILLS.

1.1 RECOGNITION OF JAN FRAINIE ON THE OCCASION OF HIS RETIREMENT

MAYOR GILBERT AND CITY MANAGER CHANNING RECOGNIZED JAN FRAINIE ON THE OCCASION OF HIS RETIREMENT AND PRESENTED MR. FRAINIE WITH A CERTIFICATE OF RECOGNITION AND CITY PLAQUE.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2015-08-25-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, RECOGNIZING JAN FRAINIE FOR HIS SERVICE TO THE CITY, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0.

1.4 TWENTY YEAR ANNIVERSARY AWARD

MAYOR GILBERT AND CITY MANAGER CHANNING RECOGNIZED KENNETH H. ROSENFELD, P.E., DIRECTOR OF PUBLIC SERVICES/ CITY ENGINEER, FOR TWENTY YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENTED MR. ROSENFELD WITH A CERTIFICATE OF RECOGNITION.

2. PUBLIC COMMENTS

TOWN HALL MEETINGS

Len Herman, Laguna Hills resident, thanked the City Council and City staff for hosting two great town hall meetings: the Group Homes Informational Meeting held on August 17, 2015, and the Cybersecurity & Identity Protection Town Hall hosted by U.S. Representative Mimi Walters on August 24, 2015. Mr. Herman thanked the City Council and City staff for keeping the public informed.

PARKING NEAR BECKENHAM PARK

Mary Pruitt, Laguna Hills resident, addressed the City Council regarding her concerns about the parking situation on Beckenham Street. Director of Public Services Rosenfield stated that Public Services will conduct a survey of the parking situation

and prepare a report to be presented at the Traffic Commission meeting of September 16, 2015.

DRIVEWAY ROOT DAMAGE

Rose Marie Gross, Laguna Hills resident, addressed the City Council regarding her concerns about the damage caused to her driveway and property by the trees located next to her home on El Conejo Lane. Ms. Gross also presented the City Council with a timeline, proposals, and photos.

3. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, ITEMS NO. 3.1 THROUGH 3.12, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

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

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

3.2 APPROVAL OF MINUTES FOR JULY 14, 2015, REGULAR MEETING

THE CITY COUNCIL APPROVED THE MINUTES OF THE JULY 14, 2015, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED AUGUST 25, 2015

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$2,403,551.16.

3.4 PROGRESS PAYMENT NO. 1 FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$27,007.55, TO LEHMAN CONSTRUCTION FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240.

3.5 PROPOSED RESOLUTION ESTABLISHING A RESIDENTIAL PARKING PERMIT PROGRAM AND A NO PARKING ZONE FOR STREET

**SWEEPING PURPOSES ON CERTAIN STREETS IN THE RESIDENTIAL
NEIGHBORHOOD SOUTH OF LOS ALISOS BOULEVARD**

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2015-08-25-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A RESIDENTIAL PARKING PERMIT AREA AND A NO PARKING ZONE DURING DAYS AND HOURS OF STREET SWEEPING ON CERTAIN STREETS IN THE RESIDENTIAL NEIGHBORHOOD SOUTH OF LOS ALISOS BOULEVARD.

3.6 19TH ANNUAL INNER COASTAL WATERSHED CLEANUP DAY

THE CITY COUNCIL DECLARED SEPTEMBER 19, 2015, AS INNER COASTAL WATERSHED CLEANUP DAY AND ENCOURAGED VOLUNTEER PARTICIPATION IN THIS EVENT.

**3.7 REJECTION OF BIDS AND AUTHORIZATION TO RE-ADVERTISE THE
COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS
PROJECT, CIP NO. 514, FOR BIDS**

THE CITY COUNCIL REJECTED ALL BIDS RECEIVED ON AUGUST 13, 2015, APPROVED THE REVISED PLANS AND SPECIFICATIONS ON FILE WITH THE OFFICE OF THE CITY CLERK, AND AUTHORIZED THE RE-ADVERTISEMENT OF THE COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS PROJECT, CIP NO. 514, FOR BIDS.

**3.8 PROGRESS PAYMENT NO. 2 FOR LAGUNA HILLS COMMUNITY
CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240**

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 2, IN THE NET AMOUNT OF \$56,707.97, TO LEHMAN CONSTRUCTION FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240.

**3.9 PROGRESS PAYMENT NO. 2 FOR STOCKPORT PARK RENOVATION
PROJECT, CIP NO. 239-B**

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 2, IN THE NET AMOUNT OF \$215,865.65, AND CONTRACT CHANGE ORDER NO. 1, TO HONDO COMPANY, INC. FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B.

**3.10 AWARD OF CONTRACT FOR THE BRIDGE DECK SEALING AND JOINT
REPAIR PROJECT ON LAGUNA HILLS DRIVE AT ALISO CREEK AND ON
MILL CREEK DRIVE AT CAÑADA CHANNEL, CIP NO. 189**

THE CITY COUNCIL AWARDED THE CONTRACT FOR THE BRIDGE DECK SEALING AND JOINT REPAIR PROJECT ON LAGUNA HILLS DRIVE AT ALISO CREEK AND ON MILL CREEK DRIVE AT CAÑADA CHANNEL TO THE APPARENT LOW BIDDER, WEST COAST STRUCTURES, INC., IN THE LOW BID AMOUNT OF \$37,217.55, REJECTED ALL OTHER BIDS, AND AUTHORIZED THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT.

- 3.11 ADOPTION OF AN ORDINANCE ADDING CHAPTER 10-56 TO TITLE 10 OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

THE CITY COUNCIL ADOPTED ORDINANCE NO. 2015-6, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 10-56 TO TITLE 10 OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS.

- 3.12 2015 FOURTH OF JULY POST EVENT REPORT

THE CITY COUNCIL RECEIVED AND FILED THE REPORT.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:38 p.m.

- 4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

- 4.2 PUBLIC COMMENTS

There were no public comments.

- 4.3 APPROVAL OF MINUTES FOR JULY 14, 2015

THE PLANNING AGENCY APPROVED THE MINUTES OF THE JULY 14, 2015, REGULAR MEETING, BY M/AGENCY MEMBER BLOUNT,

S/VICE CHAIR KOGERMAN.

APPROVED BY A VOTE OF 4-0 WITH AGENCY MEMBER CARRUTH ABSTAINING.

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 REVISION TO CONDITION OF APPROVAL NO. 14 FOR CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT/VARIANCE/MASTER SIGN PROGRAM (CUP/SDPM/VA/MSP) NO. 10-14-3013 (CONSTRUCTION OF A +/- 2,800 SQUARE-FOOT DRIVE-THRU RESTAURANT - RAISING CANE'S) TO ALLOW PERMITS TO BE ISSUED FOR DEMOLITION AND CONSTRUCTION PRIOR TO ISSUANCE OF A CASE CLOSURE LETTER FROM THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD FOR THE GROUNDWATER MONITORING CASE AT THE SUBJECT SITE, SUBJECT TO PRIOR WRITTEN APPROVAL BY THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

Katie Crockett, Assistant Planner, reviewed the request to revise Condition of Approval No. 14 and amend Resolution No. PA2015-04-28-2 for the redevelopment of the property located at 23971 El Toro Road (Raising Cane's) and provided a PowerPoint presentation.

Chair Gilbert opened the Public Hearing.

Ahmad Ghaderi, 23971 El Toro Road Property Owner, thanked City Council and City staff for their guidance through this process and spoke in favor of revising Condition of Approval No. 14 for Raising Cane's.

Chair Gilbert closed the Public Hearing.

THE PLANNING AGENCY: (1) CONDUCTED A PUBLIC HEARING TO CONSIDER THE PROPOSED MODIFICATION TO CONDITION OF APPROVAL NO. 14; AND (2) ADOPTED RESOLUTION NO. PA2015-8-25-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. PA2015-04-28-2 TO REVISE CONDITION OF APPROVAL NO. 14 OF CUP/SDPM/VA/MSP NO. 10-14-3013 (CONSTRUCTION OF A +/- 2,800 SQUARE-FOOT DRIVE-THRU RESTAURANT - RAISING CANE'S) TO ALLOW PERMITS TO BE ISSUED FOR DEMOLITION AND CONSTRUCTION PRIOR TO ISSUANCE OF A CASE CLOSURE LETTER FROM THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD FOR THE GROUNDWATER MONITORING

CASE AT THE SUBJECT SITE, SUBJECT TO PRIOR WRITTEN APPROVAL BY THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD, BY M/VICE CHAIR KOGERMAN, S/AGENCY MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council meeting at 7:49 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

- 5.1 ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING FIGURES FOR THE AVERAGE PERSONS PER HOUSEHOLD, FAIR MARKET VALUE FOR VACANT RESIDENTIAL LAND, AND THE AMOUNT OF THE PARK IN-LIEU FEE FOR THE IMPLEMENTATION OF CHAPTER 8-06 OF THE LAGUNA HILLS MUNICIPAL CODE

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

THE CITY COUNCIL: (1) RECEIVED STAFF'S REQUEST FOR CONTINUANCE; (2) CONDUCTED A PUBLIC HEARING; AND (3) CONTINUED THIS ITEM TO THE CITY COUNCIL MEETING OF SEPTEMBER 8, 2015, BY M/MAYOR PRO TEMPORE KOGERMAN, S/COUNCIL MEMBER SEDGWICK APPROVED BY A VOTE OF 5-0.

6. ADMINISTRATIVE REPORTS

- 6.1 City Manager

The City Manager made no reports.

- 6.2 Deputy City Manager/Community Services

- 6.2.1 2015 MEMORIAL DAY RACE POST-EVENT REPORT AND A RESOLUTION AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE 3/5 MARINE SUPPORT COMMITTEE

THE CITY COUNCIL RECEIVED AND FILED THE REPORT AND ADOPTED RESOLUTION NO. 2015-08-25-3, 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, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE KOGERMAN. APPROVED BY A VOTE OF 5-0.

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

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

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

Mayor Pro Tempore Kogerman reported that she attended the Dover Saddlery grand opening events. Mayor Pro Tempore Kogerman informed the City Council that the League of California Cities has prepared a Resolution, which will be voted on during the 2015 Annual Conference & Expo in San Jose, requesting that the State legislature address the concentration issue of sober living homes in neighborhoods.

COUNCIL MEMBER CARRUTH

Council Member Carruth reported that she attended the Host Town Welcome Breakfast for the Special Olympics held at the Laguna Hills Community Center on July 24, 2015, and reported that it was a well-organized, festive celebration. Council Member Carruth also stated that she attended the Cybersecurity & Identity Protection event hosted by US Representative Mimi Walters.

COUNCIL MEMBER SEDGWICK

Council Member Sedgwick stated that recent community town hall events provided residents with an opportunity to discuss issues with City staff and City officials in a more approachable format than when attending City Council meetings and he has received positive feedback from the events. Council Member Sedgwick also reported that he attended an event hosted by U.S. Representative Mimi Walters "CA-45 Local Elected Official Congressional Update" on Friday, August 21, 2015.

ADJOURNMENT

There being no further business of the City Council at this session, Mayor Gilbert adjourned the City Council at 8:02 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

DORE J. GILBERT, M.D., MAYOR

APPROVED AT MEETING OF SEPTEMBER 8, 2015.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: SEPTEMBER 08, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER

ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED SEPTEMBER 08, 2015.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$285,499.41.

SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

9-2-15

DATE

FISCAL IMPACT:

The warrant register total is \$285,499.41.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 09/08/15

Date: 08/28/2015

Time: 2:01 pm

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CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8809693	08/20/2015	Printed		C-0023	COX COMMUNICATION	Signal System, Aug '15	179.00
8809694	08/20/2015	Printed		M-1567	MOIR, CASEY	Build-A-Fort Director Svcs	4,000.00
8809695	08/20/2015	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Parks, Jun - Jul	4,413.54
8809696	08/20/2015	Printed		O-1500	ORANGE COUNTY REGISTER	Subscription,CS, 7/18 - 10/18	85.64
8809697	08/20/2015	Printed		R-1890	REFUND, FACILITY RENTAL FEE	J. Pinesett, V# 2003558.002	185.00
8809698	08/20/2015	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Comm Ctr,Jul	27,839.73
8809699	08/20/2015	Printed		S-1949	SMART & FINAL	Office & Program Supp. CH & CC	661.96
8809700	08/20/2015	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Jul '15	1,091.44
8809701	08/27/2015	Printed		C-1002	ANIMAL SHELTER SERVICES	Animal Care Services, Apr-Jun	33,913.00
8809702	08/27/2015	Printed		C-1179	CANON SOLUTIONS AMERICA	Adm Copier Usage , May - Aug	534.01
8809703	08/27/2015	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape, May	1,080.00
8809704	08/27/2015	Printed		S-2278	2015 SPECIAL OLYMPICS WORLD	Program Expense, CS, Jul '15	390.98
8809705	08/27/2015	Printed		A-0311	ALLIANT INSURANCE SERVICES	Difference in Conditions Ins	48,150.00
8809706	08/27/2015	Printed		A-0310	ARBOR DAY FOUNDATION	Membership, Pub Wks, 15/16	15.00
8809707	08/27/2015	Printed		A-0309	AT&T- CALNET 2	Traf Sig, PW, Alarm, CC, Aug	90.80
8809708	08/27/2015	Printed		C-0412	C&D ELECTRIC, INC.	Services, CC & CIP # 240	356.21
8809709	08/27/2015	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, Jul	2,237.50
8809710	08/27/2015	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Adm, Aug '15	221.41
8809711	08/27/2015	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, Jul '15	44,099.19
8809712	08/27/2015	Printed		C-0361	COAST RECREATION, INC.	Professional Svcs, CIP #239B	24,817.90
8809713	08/27/2015	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Operating Supplies, CC, Aug'15	43.55
8809714	08/27/2015	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Jul '15	4,667.75
8809715	08/27/2015	Printed		C-0023	COX COMMUNICATION	T1 Line- Civic Center, Sep '15	318.49
8809716	08/27/2015	Printed		C-1158	CREATIVE KIDS PLAYHOUSE	Contract Inst Svcs., Theatre	6,230.00
8809717	08/27/2015	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Jul '15	29.00
8809718	08/27/2015	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans,Aug	123.47
8809719	08/27/2015	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	861.00
8809720	08/27/2015	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	273.00
8809721	08/27/2015	Printed		F-0604	FEDERAL EXPRESS CORPORATION	Delivery Services, Aug '15	50.62
8809722	08/27/2015	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Pub Svcs	1,026.00
8809723	08/27/2015	Printed		H-0829	HARTZOG & CRABILL, INC.	Traf Signal Mgmt Svcs, Jul	3,646.68
8809724	08/27/2015	Printed		H-0934	HOME DEPOT	Program Supplies, CS, Jul '15	932.21
8809725	08/27/2015	Printed		H-0864	HONDO COMPANY, INC.	Progress Payment #3, CIP #239	11,972.16
8809726	08/27/2015	Printed		J-1057	JAMEY CLARK, INC.	Graffiti Removal, Aug '15	314.07
8809727	08/27/2015	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, Sep	2,900.00
8809728	08/27/2015	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	660.80
8809729	08/27/2015	Printed		M-1528	MEDLOCK, GEORGE	Contract Instr Svcs, Drumming	68.60
8809730	08/27/2015	Printed		M-1529	MERCURY DISPOSAL SYSTEM, INC.	Battery & Lightbulb Recycle	315.42
8809731	08/27/2015	Printed		M-1522	MITCHELL, MEGAN	Mileage Reimb, CS, Jul-Aug	18.65
8809732	08/27/2015	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 8/18-9/14	83.16
8809733	08/27/2015	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape	2,290.65
8809734	08/27/2015	Printed		O-1568	OC COUNCIL OF GOVERNMENTS	Dues & Demographic Fees,15/16	4,810.87
8809735	08/27/2015	Printed		O-1528	OCTA	Annual Encroachment Fee, Cabot	513.00
8809736	08/27/2015	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies, Aug	485.96
8809737	08/27/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund Permit Fees, CR# 50891	2,226.00
8809738	08/27/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, CUP Fees, CR# 50783	1,912.00
8809739	08/27/2015	Printed		R-1890	REFUND, FACILITY RENTAL FEE	C. Lugo, V# 2003565.002	50.00
8809740	08/27/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	C. Lugo, V# 2003561.002	85.00
8809741	08/27/2015	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenish, Jul-Aug	810.77
8809742	08/27/2015	Printed		R-1855	RICHARD FISHER ASSOCIATES	Prof Svcs, CIP# 240, 241 & 510	6,640.87
8809743	08/27/2015	Printed		S-2018	SKYHAWK ACADEMY	Sports Camp, Summer, CS	1,627.50

Check Register Report

Warrant Register 09/08/15

Date: 08/28/2015

Time: 2:01 pm

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CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8809744	08/27/2015	Printed		S-1944	SOUTHERN CALIF MUN	Program Class Insurance, CS	87.15
8809745	08/27/2015	Printed		S-1904	ATHLETIC SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Jul '15	430.40
8809746	08/27/2015	Printed		S-1907	SPRINT	Communication Expense, CS, Jul	86.80
8809747	08/27/2015	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	497.88
8809748	08/27/2015	Printed		T-2681	TOTALFUNDS BY HASLER	Postage Replenishment, Jul '15	1,000.00
8809749	08/27/2015	Printed		T-2656	TYLER TECHNOLOGIES, INC.	Maint, Fundbalance, 10/15-9/16	3,858.02
8809750	08/27/2015	Printed		U-2140	U-HAUL	Program Expense, CS, Aug '15	37.35
8809751	08/27/2015	Printed		U-2164	UNITED SITE SERVICES OF CA.	Program Expense, Buid A Fort	223.09
8809752	08/27/2015	Printed		U-2163	USA DANCE, INC.	Contract Inst Svcs, Dancing	490.00
8809753	08/27/2015	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Jul - Aug '15	13,710.00
8809754	08/27/2015	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Jul	14,729.16

Total Checks: 62

Checks Total (excluding void checks):

285,499.41

Total Payments: 62

Bank Total (excluding void checks):

285,499.41

Total Payments: 62

Grand Total (excluding void checks):

285,499.41



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: SEPTEMBER 8, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PROGRESS PAYMENT NO. 3 FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF \$11,972.16, TO HONDO COMPANY, INC. FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B.

SUMMARY:

Work on the Stockport Park Renovation Project, CIP No. 239-B, began on May 4, 2015, and is being performed by Hondo Company, Inc. Work performed in July and August includes improvements to the volleyball court, picnic tables, concrete ramp removal at the playground, hydro-seeding the slope, and commencement of the 90-day maintenance period. All park facilities have been re-opened for public use. The contractor has submitted the third progress payment request for approval.

BACKGROUND:

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

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
23	90 Day maintenance period	.33	LS	\$1,800.00	\$600.00
CO#1	Change Order	1	LS	\$12,002.27	\$12,002.27

Progress Payment No. 3
Stockport Park Renovation Project, CIP No. 239-B
September 8, 2015
Page 2

TOTAL TO DATE	\$259,855.00	
LESS PRIOR BILLING	\$246,862.25	
TOTAL THIS PERIOD	\$12,602.27	\$12,602.27
LESS 5% RETENTION		\$(630.11)
DUE		\$11,972.16

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Stockport Park Renovation Project, CIP No. 239-B.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: SEPTEMBER 8, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: ENERGY CONSERVATION IMPROVEMENTS THROUGH THE ON-BILL FINANCING PROGRAM OFFERED BY SOUTHERN CALIFORNIA EDISON COMPANY AND SAN DIEGO GAS & ELECTRIC COMPANY, AND UTILIZATION OF ECOGREEN SOLUTIONS, INC. AS THE CITY'S REPRESENTATIVE FOR THIS PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO UTILIZE THE ON-BILL FINANCING PROGRAM FOR ENERGY CONSERVATION IMPROVEMENTS OF VARIOUS CITY FACILITIES AS OFFERED BY SOUTHERN CALIFORNIA EDISON COMPANY AND SAN DIEGO GAS & ELECTRIC COMPANY, AND TO SELECT ECOGREEN SOLUTIONS, INC. AS THE CITY'S REPRESENTATIVE TO THE UTILITY COMPANIES FOR THIS PROGRAM.

SUMMARY:

The electric utilities that provide services to the City of Laguna Hills, namely Southern California Edison Company (SCE) and San Diego Gas and Electric Company (SDGE), offer a financing program known as On-Bill Financing (OBF) to encourage entities to change out their electric facilities to more energy efficient ones without having to provide any upfront capital expenditure. The utilities provide the funding of this program which is then repaid through the on-going payment of the electric utility bills. Staff has engaged the local firm of EcoGreen Solutions, Inc. to guide the City through this process and to seek OBF funding in order to change out all of the City's park and traffic signal lighting facilities to light emitting diode (LED) units. The LED units will save the City about 80% of the current energy usage and, over time, reduce the City's costs for electricity. The OBF application to SCE is ready to proceed to implementation and the SDGE OBF application is now in process. City Council is recommended to approve this program and authorize staff to proceed with its implementation.

BACKGROUND:

The California Public Utilities Commission has authorized both SCE and SDGE to offer the OBF program to its customers in an effort to incentivize them to reduce energy consumption. SCE provides the following information about the OBF program: “On-Bill Financing lets you finance your qualified energy efficiency projects interest-free. With On-Bill Financing, you’ll enjoy: 0% interest loans, no fees or loan costs, and convenient loan repayment through your monthly SCE bill. Along with On-Bill Financing, you may also receive these benefits from your energy efficiency project: Financial incentives for installing qualified energy-efficient equipment, lower monthly electricity usage, and long-term energy savings.”

Staff has engaged a local firm, EcoGreen Solutions, Inc. of Laguna Niguel, to help guide the City through the OBF analysis and eventual implementation of this program. EcoGreen Solutions, Inc. has successfully completed energy conservation projects in other cities in South Orange County as well as with school districts and institutional entities. They have a 15-year track record of successful projects and are intimately familiar with the OBF process, an otherwise complex and challenging program. EcoGreen Solutions, Inc. provides their services at no direct cost to the City. They are compensated through the funding provided by the utility. Should this program proceed, EcoGreen Solutions, Inc. will be identified as the City’s representative when implementing this energy conservation work.

EcoGreen Solutions, Inc. has identified all of the facilities in the SCE territory that may be eligible for the OBF program. As shown on the attached spread sheet all of the parks, traffic signal locations, and El Toro Road Urban Village lighting facilities have been identified for the replacement of the existing lighting facilities to highly energy efficient LED lights. The LED units will save about 80% of the current energy usage and, over time, reduce the City’s costs for electricity. As shown on the spread sheet, approximately 357 lights in the SCE area will be retrofitted resulting in an annual savings of 164,000 Kwh of energy. The OBF application with SCE is ready to proceed to implementation this fall. EcoGreen Solutions, Inc. is also working on a similar program and range of work with the SDGE OBF program and this will be implemented in the future.

FISCAL IMPACT:

There is no upfront cost to implement this program. The OBF expenditure will be repaid to SCE through the payment of normal utility bills. The repayment of the OBF funds is expected to be completed in a five to seven-year timeframe. The City will reduce its energy consumption and, over time, benefit from lower utility bills.

ATTACHMENTS:

- On-Bill Financing Spreadsheet - SCE area



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: SEPTEMBER 8, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL
PLANNING SERVICES TO MOORE IACOFANO GOLTSMAN, INC.**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AWARD OF A
PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PLANNING SERVICES TO
MOORE IACOFANO GOLTSMAN, INC. (MIG, INC.) AND AUTHORIZE THE MAYOR TO
EXECUTE THE AGREEMENT.**

SUMMARY:

The City's contract model for providing services includes the utilization of land use planning consultants to review, process, and complete zoning applications and special projects when staff workload exceeds the ability to deliver timely services. Currently, there is no professional services agreement (PSA) in place that allows staff to outsource work on an as-needed, on-call basis. Approval of the proposed PSA would provide staff with access to additional temporary staffing resources that would provide assistance with the completion of zoning applications and other projects. Staff believes additional temporary staffing resources will be needed over the next 12 - 24 months given the number of larger planning projects on the horizon such as the Five Lagunas project at the Laguna Hills Mall and the continued redevelopment of Oakbrook Village, among others. Consultant costs to the City would be passed on to applicants through the payment of zoning application fees that would otherwise be paid to the City for staff time spent on applications.

BACKGROUND:

The City utilizes a variety of professional consultants on an as-needed basis to meet organizational goals and objectives in providing services to the community or undertaking specific projects. This approach is especially true for the City in the public works arena of the municipal services it provides. This request from the Community Development Department would assist staff in meeting customer needs for review and approval of not only typical zoning permits received in the course of normal business, but also more

complicated projects currently underway. Customers could experience significant delays in receiving zoning approvals if staffing resources are limited to in-house staff. The services of a planning consultant would be used on an “on-call, as-needed” basis.

In soliciting for these services, one firm responded to the City’s Request for Proposal (RFP) – MIG, Inc. The City has used the services of a planning consultant in prior years to assist with the completion of zoning applications when in-house staffing resources were not sufficient to perform all of the duties required to meet customer needs. The recent departure of a staff person in the Community Development Department’s Planning Division, along with a significant amount of other work activity being experienced in the City’s planning function, has resulted in the need for the use of consultant services to be considered by the City again.

The use of the consultant’s services will be limited to reviewing and processing zoning applications. Given the number of complex projects currently making their way through the zoning review process, or that could potentially be submitted, staff will need assistance in providing services for more routine projects, as well as special projects.

FISCAL IMPACT:

None. As the consultant bills the City for costs in reviewing zoning applications the applicant absorbs these charges.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, 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) because it has no potential for resulting in physical change to the environment, directly or indirectly.

ATTACHMENTS:

- Attachment 1 - Professional Services Agreement with Scope of Work

PROFESSIONAL SERVICES AGREEMENT

Moore Iacofano Goltsman, Inc.
(On-Call Planning Consultant Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 2015, 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 MOORE IACOFANO GOLTSMAN, INC., a California corporation, (MIG, Inc.) (MIG/Hogle-Ireland) (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services, on an on-call basis, of a qualified planning services consulting firm for the purpose of assisting the City with discretionary entitlement processing, advanced planning, and discretionary case environmental review, which professional planning services will include but not be limited to land use planning, municipal code compliance, development application and plan check review services, land use entitlement processing, project management and community development services, as well to provide the City with other as-needed land use application review, zoning code compliance, and planning and support services that may be required on an as-needed basis (the "Project").

B. Consultant has submitted to City a formal written proposal, dated June 3, 2015, to provide professional on-call planning consultant services, as well as a full range of other as-needed planning, land use, environmental review and other consulting support services that may be required on an on-call basis, to City 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 or specialized technical expertise able to perform the work or services contracted for herein.

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional on-call planning consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated June 3, 2015, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original June 3, 2015 proposal 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the 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, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (hereinafter referred to as the "Maximum Contract Amount"), 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 Manager, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of three (3) years, commencing on September 8, 2015 and ending on September 7, 2018, unless extended by mutual written agreement of the Parties.

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

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

4. COORDINATION OF WORK

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

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

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

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility Indemnification.

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

for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a

current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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 include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional insureds under the Consultant's insurance policies, or Consultant shall be responsible

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

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 and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City.

7. REPORTS AND RECORDS

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

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

circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties.

Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

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

8.4 Default of Consultant.

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

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

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

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless

in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for

employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

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

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

To City:

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

To Consultant:

Moore, Iacofano & Goltsman, Inc., (MIG, Inc.)
Attention: Pamela Steele, Principal
1500 Iowa Avenue, Suite 110
Riverside, California 92507
Telephone: (951) 787-9222
Facsimile: (951) 781-6014

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

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

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

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

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

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

violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 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”). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to 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.

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

[SIGNATURES ON NEXT PAGE]

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

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

DORE J. GILBERT, M.D.
Mayor

ATTEST:

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

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
Moore Iacofano Goltzman, Inc.,
a California corporation

By: _____
SUSAN GOLTSMAN,
President

By: _____
CAROLYN VERHEYEN,
CFO

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: JUNE 3, 2015

MIG, INC., PROPOSAL TO PROVIDE ON-CALL PLANNING SERVICES

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES



Laguna Hills

On-Call Planning Services



Hogle-Ireland

1500 IOWA AVENUE, SUITE 110 | RIVERSIDE, CA 92507

951-787-9222 | WWW.MIGCOM.COM



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Riverside, CA 92507
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www.migcom.com

CALIFORNIA

BERKELEY, DAVIS,
FULLERTON, KENWOOD,
MENLO PARK, PASADENA,
RIVERSIDE AND SAN DIEGO

COLORADO

BOULDER

NEW YORK

PLEASANTVILLE

NORTH CAROLINA

RALEIGH

OREGON

EUGENE AND PORTLAND

TEXAS

SAN ANTONIO

June 3, 2015

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

re: Request for Proposals for On-Call Planning Services

Dear Mr. Chantarangsu and Members of the Selection Committee:

MIG | Hogle-Ireland (MIG) is pleased to submit this proposal to provide On-Call Planning Services for the City of Laguna Hills. We offer an experienced team of Planners who can process entitlement projects for the City under the direction of the Community Development Director. As you can see from their resumes, these Planners are experienced in project review and completion, and are quickly able to become familiar with City codes, processes, and requirements. Each Planner is self-directed, but also proficient in working as a member of the City's team supporting the City's goals and policies. Each Planner has significant experience processing a wide variety of entitlement projects and is ready to actively assist the City in all facets of the entitlement review, including review of all plans, project management, meeting attendance, coordination with the City departments and applicants, coordination and review of environmental documents and studies, circulation of notices, preparation of staff reports, conditions of approval and related documents; and presentations to Planning Commission and City Council.

MIG staff are dedicated to establishing and maintaining strong relationships with our clients, based upon professionalism, commitment, integrity, and problem solving. Outstanding customer service for the public has always been one of the keys to our success, while promoting and upholding the goals and standards of the cities that we serve. Our team is devoted to working as part of your team to accomplish the goals of the City of Laguna Hills.

MIG is a planning, design, environmental, communications, management and technology firm providing services to public agencies and private clients. One of the key advantages of MIG | Hogle-Ireland is that you are engaging a firm with over 190 planning professionals, not merely one or two individuals. The resources of the firm are available to assist our primary assigned staff and the City, as needed.

If you need any additional information, or have any questions please do not hesitate to contact me at 951.787.9222, e-mail PamS@migcom.com.

Sincerely,

Pamela Steele
Principal

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Our Proposal

Introduction

In January of 2013, Hogle-Ireland, Inc. merged with MIG, Inc. to broaden the scope of services we offer our clients. This pairing combines the talents of diverse professionals of both firms, and keeps intact our team of experienced contract planning staff and staff with CEQA/NEPA analysis work. MIG has been in business for 32 years, and Hogle-Ireland has been in business for over 20 years.

MIG | Hogle-Ireland (hereafter referred to as MIG)

is a planning, design, environmental, communication, management, and technology firm that provides services to public agencies and private clients. Our public agency clients include community development, building, planning, and public works departments, as well as special districts. Our array of services includes:

- Contract Staffing
- Entitlement Processing
- Environmental Services (CEQA/NEPA)
- Air Quality and Climate Change Services
- Landscape Architecture
- Park and Recreation Planning
- General Plans
- Development Codes
- Specific Plans
- Urban Planning and Design
- Geographic Information Systems (GIS)
- Graphic Design and Communications

MIG headquarters are located in Berkeley, California, with branch offices throughout the Nation, including Riverside, Pasadena, Fullerton, San Diego, Kenwood, Davis, and Menlo Park, California; Portland and Eugene, Oregon; Boulder, Colorado; San Antonio, Texas; Pleasantville, New York; and Raleigh, North Carolina.

We have served as contract planning staff in many jurisdictions and have been retained as a prime consultant for numerous assignments, including general plans, specific plans, zoning and subdivision ordinances, fee studies, staff training, management auditing, design, graphics, GIS services, and other planning related tasks.

CONTRACT PLANNING SERVICES

MIG has provided contract services to over one hundred cities and counties in California. Our services range from full-time staff, including entire planning departments to interim, part-time and on-call contracts. We currently have on-call contracts with a number of cities to provide as-needed contract staff. We also work with three-party contracts where developers agree to pay the jurisdiction for the services of a contract planner to manage their particular project. Our planning services run the entire gamut of planning, including all functions provided by planning agencies.

MIG hires and places seasoned contract planning professionals who are experienced with how local jurisdictions work and are able to quickly familiarize themselves with City procedures and processes. Our staff can address any of your needs with their knowledge of land planning, zoning, CEQA review and document preparation, the Subdivision Map Act, urban design and architecture, and landscape design and installation. We are accustomed to the challenges that Counties face and are prepared to start work immediately upon award of contract.

MIG has in depth experience and the ability to:

- Analyze development applications for compliance with all City policies and regulations
- Successfully manage projects from submittal to approval, collaborating and working with City staff, the applicant, community groups, the general public, and stakeholders, including coordinating comments and interpreting information in a clear and organized manner.
- Maintain open communication with City Land Use Services Management
- Prepare CEQA determinations and/or peer review CEQA documents
- Write staff reports, resolutions, and conditions of approval
- Prepare for and make public presentations
- Provide efficient and cost-effective services
- Staff the public counter

MIG's foundation is based on providing temporary and long-term contract staffing to cities and counties of all sizes. From establishing Planning Departments in newly incorporated communities to filling short-term staffing needs for public employees on leave, we have a solid commitment to achieving the best fit in terms of staff experience and client needs. We do not assign junior-level staff where seasoned planners are a must. **All of our staff meet rigorous training requirements.** Once assigned, every planner has access to the experience and expertise of more senior staff whether or not that senior staff is assigned to a jurisdiction. We ensure that our staff has the proper training and people skills to serve our clients and the public.

ENVIRONMENTAL PLANNING SERVICES

The MIG environmental team is comprised of highly experienced planners with expertise in the preparation and management of environmental documents pursuant to CEQA and NEPA. We have a proven record of quickly becoming familiar with and adhering to local jurisdictional requirements. We ensure that all environmental documents are prepared to meet legal requirements and withstand public scrutiny.

MIG staff have managed and prepared all types of CEQA environmental documents, from simple Initial Studies and Addendums to complex, multi-phase Environmental Impact Reports. From initial work scoping through final approvals, we develop defensible and cost effective solutions to guide projects more quickly through the increasingly complex environmental planning process. Our staff has experience in environmental analysis of many forms of development and infrastructure plans and projects, in urban, suburban, rural, desert, greenfield, brownfield, and infill settings.

MIG staff have a high level of technical expertise in Air Quality, Greenhouse Gas, Noise, and Health Risk Assessments and provides third party review in these areas for various agencies.

Primary Contact

Pamela Steele, Principal
1500 Iowa Avenue, Suite 110 | Riverside, CA 92507
Phone (951) 787-9222 | Fax (951) 781-6014
Email: pams@migcom.com

Current Public Agency Clients

The following is a list of public agencies for whom we are currently providing contract staffing services.

- County of Riverside
- City of Canyon Lake
- City of Menifee
- City of Murrieta
- City of Hemet
- County of Orange
- City of San Juan Capistrano
- City of Westminster
- City of Big Bear Lake
- City of Chino
- City of San Bernardino
- City of American Canyon
- City of Hawaiian Gardens
- City of Montebello

The following is a list of public agencies to whom we provide services on an on-call/as-needed basis:

- City of Covina
- City of Chino Hills
- City of Cypress
- City of Hercules
- City of Long Beach
- City of Pinole
- City of Patterson
- City of San Jose Parks Department



Select Relevant Experience

COUNTY OF ORANGE CONTRACT STAFFING

MIG is providing contract staffing to Orange County for both the Community Development and Planned Communities Teams of the Planning Division. We have six full-time and part-time contract staff providing services. Our staff has reviewed various projects, especially relating to compliance with approved, very large-scale Specific Plans and County Codes and policies, handling routine projects of various types, and managing CEQA documents for development projects.

HAWAIIAN GARDENS PLANNING SERVICES

MIG provides on-going contract staff services for general planning services as well as senior level planning services for specific projects. We provide staffing both in City Hall and remotely from our offices, being in City Hall as needed. Our staff processes entitlement projects with administration approval as well as through the Planning Commission and City Council. Our senior staff provides assistance for complex projects requiring development agreements, entitlements, and financing assistance. Our assistance also includes preparation of environmental documents, including notices of exemptions, negative declarations, mitigated negative declarations, and full environmental impact reports. Our environmental team prepared the EIR for the Casino Expansion project and has provided project management for the final entitlement and implementation of the Casino Expansion Project.

SAN JUAN CAPISTRANO PLANNING SERVICES

MIG provided the Interim Development Services Director for ten months from 2013-2014. We continue to provide project management to the City for the entitlement processing of development projects, as needed.

COUNTY OF RIVERSIDE PLANNING SERVICES

MIG has provided contract staffing services to the County of Riverside Planning Department for over 15 years. Significant contract planning efforts include assisting with the General Plan update, developing Context Sensitive Design Guidelines and a new Development Code and Zoning Ordinance. Our team has managed residential projects and specific plans and commercial/ industrial projects and master plans. We manage all aspects of the projects including presentation to the Planning Commission and Board of Supervisors, coordination with other departments, preparation of environmental documents, and staff reports.

MENIFEE CONTRACT STAFFING

MIG provides contract staffing to the Community Development Department which initially included interim Community Development Director staffing. Currently, two full-time contract staff provide a full range of planning services consisting of processing, review, public hearing presentations, and other tasks related to entitlement and post-entitlement for large-scale Specific Plans, residential single-family and condominium subdivisions, apartments, and shopping centers. Our contract staffing services also include on-call CEQA support consisting primarily of preparation of initial studies for entitlements as well as technical expertise on air quality and greenhouse gas issues.



Key Personnel

MIG has carefully selected a highly experienced team of professionals to assist the City of Laguna Hills with their planning needs. The discussion below provides a brief overview of each staff member.

Deborah Drasler has over 24 years of public and private professional planning experience. She has served as project manager on multiple projects throughout Southern California. Ms. Drasler has extensive experience and responsibility in managing single family and multi-family residential, wireless facilities, and commercial and industrial development projects.

Ms Drasler's expertise includes managing the entitlement processing of complex development projects, enforcement as well as development of land use regulations, and the oversight and processing of CEQA documents, including Initial Studies, Negative Declaration and management of consultants preparing environmental impact reports. In addition, she has experience in reviewing and developing planning policies and procedures, working effectively with applicants, property owners, special interests and community groups, as well as coordinating and collaborating with City planning staffs and various city departments.

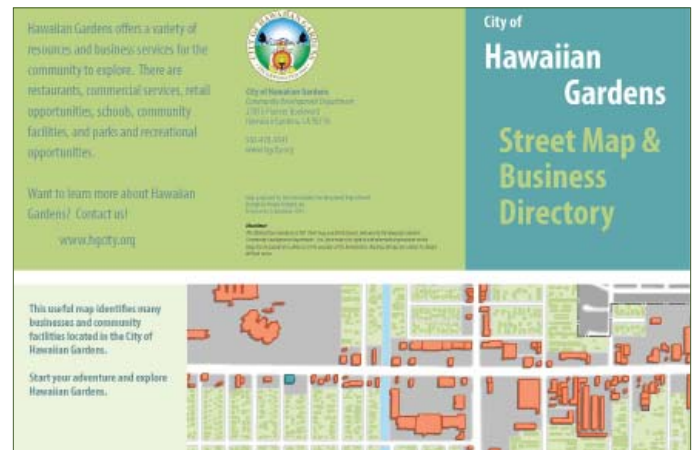
Anne Fox's experience in the field of planning can equally serve the specific needs of public and private sector clients. She has been actively engaged in a variety of planning assignments within small and large municipal Planning Departments, providing services related to both daily and long-range objectives of those agencies. Assignments range from providing daily customer service at the planning counter to the processing of major development applications. She has effectively enacted interim policies as needed, including transforming those policies into regulatory ordinances.

Ms. Fox's knowledge and experience with Land Use Regulations, CEQA requirements, Subdivision Map Act, and the Coastal Act and Policies and Procedures, combined with her ability to work effectively with city staff, developers, residents, and special interest groups, ensures added value in projects in which she is involved. She has also shared her skills and planning knowledge by serving in a supervisory capacity, training entry-level, in-house staff for municipalities to ensure an agency has effective and confident personnel.

Genevieve Sharrow is a journey-level planner with experience in current planning, advanced planning, community outreach, and environmental compliance. Her CEQA experience spans diverse projects, at a variety of analysis levels. In 2011, Ms. Sharrow was the primary author of the Initial Study/MND for the Avenida de la Carlota Street Widening and Intersection Improvements project in Laguna Hills.

Her most recent current planning work includes assisting City staff with case processing in the City of Baldwin Park, including review of plans, writing staff reports, resolutions, and ordinances. In a prior position before joining MIG, Ms. Sharrow worked for the City of West Hollywood's Current Planning Department processing entitlement applications.

José Rodriguez has significant experience in providing professional planning services to cities for advanced and current planning, including entitlement processing. Most recently Mr. Rodriguez provided staff services to the City of Los Alamitos in reviewing a 200-residential unit mixed use project and a 17-unit single-family detached subdivision with condominium ownership. Both projects involved development applications to amend the City's General Plan and Zoning Code. Mr. Rodriguez also assisted the City of Monterey Park and San Gabriel Valley Water Company in conducting community outreach and environmental review for the development of a half-million gallon water storage tank that required the demolition of a residential unit. Mr. Rodriguez has also provided staff services to the cities of Whittier, Hawaiian Gardens, Azusa, and Upland in reviewing and processing various development applications.



Deborah A. Drasler

PLANNER

AREAS OF EXPERTISE

Project Management / Entitlement Processing

QUALIFICATIONS

Deborah Drasler has over 26 years of public and private professional planning experience. She has served as project manager on multiple current and advanced planning projects throughout Southern California, including specific plans, general plan amendments, zone changes, and controversial entitlement projects.

Ms. Drasler has extensive experience and responsibility in managing single family and multi-family residential, wireless facilities, and commercial and industrial development projects. Ms. Drasler has served as the city's planning liaison at the City of Dana Point for the construction of the St. Regis Hotel and Resort. Projects included: Tentative Tract Map, Review of Landscaping, irrigation and maintenance agreement and CC&R's, Processing amendments to the Site Development Permit and Coastal Development Permit, Preparation of a Phasing plan, Coordination project plans with other project leaders, city departments, and other organizations and agencies, and Managed the project from entitlements to Certificate of Occupancy.

While serving as the Project Manager for the Miramar Theater in the City of San Clemente, Ms. Drasler was involved with the review and coordination of an EIR, General Plan Amendment, Zone Change, Cultural Heritage Permit, and Architectural Permit.

Expertise includes:

- Specific plans
- Entitlement processing
- Managing development projects
- Land Use Regulations
- CEQA Guidelines
- Planning Policies and Procedures
- Development of Planning Policies and Procedures
- Working effectively with community groups

EDUCATION

Bachelor of Science, Urban & Regional Planning,
California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

Her experiences related to contract planning services include the following cities:

Public Agencies

- City of Newport Beach, Contract Associate Planner
- City of Dana Point, Contract Associate Planner
- City of Laguna Woods, Contract City Planner
- City of Mission Viejo, Contract Associate Planner
- City of San Clemente, Contract Associate Planner
- City of Laguna Hills, Contract Associate Planner
- City of Vista, Assistant Planner
- County of Riverside, Contract Planning Services
- City of Rolling Hills Estates, Assistant Planner

Private Sector

- Castle & Cooke, California, Inc.

Anne E. Fox

SENIOR PROJECT PLANNER

AREAS OF EXPERTISE

Project Management / Entitlement Processing

QUALIFICATIONS

Anne Fox's experience in the field of planning can equally serve the specific needs of public and private sector clients. She has been actively engaged in a variety of planning assignments within small and large municipal Planning Departments, providing services related to both daily and long-range objectives of those agencies. Assignments range from providing daily customer service at the planning counter to the processing of major development applications. She has effectively enacted interim policies as needed, including transforming those policies into regulatory ordinances. Her knowledge and experience with Land Use Regulations, CEQA requirements, Subdivision Map Act, Coastal Act and Policies and Procedures, and Community Development Block Grant (CDBG) programs, combined with her ability to work effectively with city staff, developers, residents, and special interest groups, ensures added value in projects in which she is involved. Ms. Fox also has shared her skills and planning knowledge by serving in a supervisory capacity, training entry-level, in-house staff for municipalities to ensure an agency has effective and confident personnel.

Ms. Fox has particular expertise working with the unique needs of coastal communities and with projects subject to Coastal Act regulations. She has also prepared and supervised the preparation of CEQA documentation for project entitlements.

EDUCATION

- Bachelor of Science, Urban and Regional Planning, California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- Comprehensive Zoning Update, *County of Riverside, California*
- Pomona Development Code, *Pomona, California*
- Laguna Woods Development Code, *Laguna Woods, California*
- Rancho Cucamonga General Plan Implementation Plan, *Rancho Cucamonga, California*
- Children's Hospital of Orange County (CHOC) Master Plan, *Orange County, California*
- The Irvine Company Residential/Commercial Subdivisions, *Irvine, California*
- Dana Point Ritz Carlton Hotel Expansion Plan, *Dana Point, California*
- Monarch Bay Plaza Expansion Plan, *Dana Point, California*
- Dana Point Local Coastal Plan Implementation and Certification, *Dana Point, California*
- Goleta Local Coastal Plan, *Goleta, California*
- Dana Planning Services, *Dana Point, California*
- Laguna Hills Planning Services, *Laguna Hills, California*
- Lake Forest Planning Services, *Lake Forest, California*
- Orange Planning Services, *Orange County, California*
- San Clemente Planning Services, *San Clemente, California*
- Stanson Planning Services, *Stanton, California*
- Tustin Planning Services, *Tustin, California*
- Orange Planning Services, *Orange County, California*
- Rancho Santa Margarita Planning Services, *Rancho Santa Margarita, California*

Genevieve Sharrow

ASSOCIATE PLANNER

AREAS OF EXPERTISE

General Plans / Housing Elements / Zoning Ordinances
Entitlement Processing / Environmental Analysis

QUALIFICATIONS

Genevieve Sharrow provides a broad range of planning and planning related services to clients. Her primary responsibilities include preparing environmental documents pursuant to CEQA (IS/MNDs, EIRS, Addendums) and long-range planning documents such as General Plans, Zoning Ordinances, and HUD compliance documents (Consolidated Plans, Action Plans, and Analyses of Impediments to Fair Housing Choice).

Her CEQA experience spans diverse projects, at a variety of analysis levels. She excels at completing succinct, thoroughly researched and defensible environmental review for both development and program-level projects. Ms. Sharrow has prepared air quality and greenhouse gas emissions assessments utilizing the latest CalEEMod software and is well-versed in the latest developments related to climate change.

Ms. Sharrow has experience with public participation and outreach as an integral component of projects, especially as related to General Plans and HUD compliance documents. Ms. Sharrow has led facilitated discussions with stake-holders, conducted one-on-one interviews, participated in large open-house meetings with community members, created and administered surveys, and given presentations for interest groups, Planning Commissions, and City Councils.

In prior positions before joining MIG | Hogle-Ireland, Ms. Sharrow worked with underserved populations at a domestic violence shelter and assisted with development of an outreach program related to sustainable development for a local jurisdiction.

EDUCATION

- Master of Art, Urban Planning, UCLA
- Bachelor of Art, Social Anthropology, University of Michigan

RELEVANT EXPERIENCE

- Vernon General Plan Update EIR, *Vernon, California*
- Rosemead General Plan EIR, *Rosemead, California*
- Garden Grove Housing Element, *Garden Grove, California*
- Housing Element Update, *Loma Linda, California*
- Initial Studies/(M)NDs/Addendums to EIRs for Zoning Amendments, *Baldwin Park, Duarte, Monterey Park, Garden Grove, and Redwood City, California*
- Initial Studies/(M)NDs for Housing Elements, *Azusa, West Covina, and Baldwin Park, California*
- Initial Studies/(M)NDs for proposed wireless telecommunications facilities and a church, *Monterey Park, California*
- Initial Studies/(M)NDs for proposed assisted living facilities, *Sierra Madre and Whittier, California*
- Initial Study/(M)NDs for proposed office building and health club, *West Covina, California*

Jose M. Rodriguez

ASSOCIATE PLANNER

AREAS OF EXPERTISE

Comprehensive Planning / GIS / Entitlement Processing

QUALIFICATIONS

José Rodriguez has extensive and varied experience in urban planning. Mr. Rodriguez has been a member of teams preparing general plans, specific plans, zoning ordinances, housing elements, design guidelines, and special planning studies. Additionally, he provides geographic information system (GIS) management for a variety of projects. He has a high level of expertise in managing advance planning projects.

Mr. Rodriguez has served as a contract planner for diverse cities, providing both current and long-range planning services. He worked as the City of Whittier's full-time historic resource planner, processing applications for projects within the City's historic districts. He has also provided staffing support in Azusa, Hawaiian Gardens, Glendale, and Upland.

Mr. Rodriguez has experience preparing general plan elements and comprehensive general plan updates for cities throughout California. He has particular expertise with GIS mapping and analysis for these projects, particularly for land use alternatives impact analysis.

Mr. Rodriguez has assisted in preparing specific plans, from downtown plans to large master plans, for public agencies and private companies.

PROFESSIONAL AFFILIATIONS

- American Planning Association (APA)

EDUCATION

- Masters of Urban Planning
University of California, Los Angeles
- Bachelor of Science, Urban and Regional Planning California
State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- Costa Mesa Land Use & Circulation Elements and EIR,
Costa Mesa, California
- LA Metro LOSSAN Managing Agency Facilitation,
Los Angeles County, California
- Yucca Valley New Development Code,
Yucca Valley, California
- Wasco Urban Greening Parks and Open Space Master Plan,
Wasco, California
- Environmental Protection Agency Green Zones Commerce
Facilitation, *Commerce, California*
- Yucaipa Freeway Corridor Specific Plan, *Yucaipa, California*
- Brea General Plan (APA Award), *Brea, California*
- Kern River Valley Specific Plan, *Kern County, California*
- Rancho Cucamonga General Plan (APA Award),
Rancho Cucamonga, California
- Redwood City General Plan (APA Award),
Redwood City, California
- Rialto General Plan (APA Award), *Rialto, California*
- Colton Land Use, Mobility, and Housing Elements,
Colton, California
- Claremont General Plan (APA Award), *Claremont, California*
- Manhattan Beach General Plan,
Manhattan Beach, California
- Friant Ranch Specific Plan, *Fresno County, California*
- Irvine Wildlife Corridor Master Plan (APA Award),
Orange County, California

References

We invite you to contact the following MIG clients regarding our ability to provide superior contract planning services. Additional references can be provided upon request.

Name of Agency	Contact Name / Address	Phone Number / Email Address
County of Riverside	Juan C. Perez, <i>Director of Transportaion and Land Management</i> 4080 Lemon St, 14th Floor Riverside, CA 92502	951-955-6742 jcperez@rctlma.org
County of Orange	Ms. Laree Brommer, <i>Manager</i> Planned Communities Division 300 N. Flower Street Santa Ana, CA 92703	714-667-9649 laree.brommer@ocpw.ocgov.com
City of Menifee	Lisa Gordon, <i>Planning Manager</i> 29714 Haun Road Menifee, CA 92586	951-672-6777 lgordon@cityofmenifee.us
City of Hawaiian Gardens	Joseph Colombo, <i>Community Development Director</i> 21815 Pioneer Boulevard Hawaiian Gardens, CA 90716	562-420-2641 jcolombo@hgcity.org
City of San Juan Capistrano	Charlie View, <i>Development Services Director</i> 32400 Paseo Adelanto San Juan Capistrano, CA 92675	949-234-4410 Cview@sanjuancapistrano.org



Professional Services Agreement

MIG has reviewed the Professional Services Agreement and has no exceptions. We are ready and willing to execute a contract per the sample attached to the RFQ.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

_____, California.

Signature: Pamela Steete

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of Moore Iacofano Goltzman, Inc. (MIG, Inc.)
(Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Pamela Steele

Title: Principal

Signature: 

Date: April 8, 2015

Fee Schedule

MIG is sensitive to the budget challenges cities face today. We can structure a fee arrangement for Laguna Hills that provides the highest quality of service while addressing your needs for specific project assignments. Our standard fee schedule is provided for the City's review and consideration. We can work with you to develop an appropriate structure based on the work anticipated and the City's current cost recovery system.

EXPERT WITNESS FEE

If requested to be an expert witness by the City, the fees for deposition and testimony will be billed at \$350.00/hour.

REIMBURSABLE EXPENSES

All expenses will be billed at cost plus 10%.

Classification	Rate
Principal	\$185.00
Director of Planning Services	\$140.00
Director of Environmental Services / Analyses	\$140.00
Director of Biological Resources	\$140.00
Senior Project Planner	\$120.00
Primary Analyst	\$110.00
Associate Planner (Visual Simulations)	\$110.00
Associate Planner	\$100.00
Assistant Planner	\$90.00
Assistant Analyst	\$90.00
Technical	\$65.00



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: SEPTEMBER 8, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD WHITE
ASSISTANT CITY MANAGER**

**ISSUE: CIVIC CENTER FOURTH QUARTER FINANCIAL REPORT FOR FISCAL
YEAR 2014/2015**

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

SUMMARY:

The Civic Center 4th Quarter Financial Report for Fiscal Year 2014/2015 is intended to provide the City Council with an overview of the Civic Center leasing operation finances over the April 2015 through June 2015 period.

The abridged Balance Sheet and Income Statement summary for the Laguna Hills Civic Center leasing operation is shown below in Tables 1 & 2. As of June 30, 2015, the balance sheet shows equity of \$17,138,835.

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

ASSETS	
Total Current Assets	\$ 45,015
Total Fixed Assets	\$ 17,175,232
TOTAL ASSETS	\$ 17,220,247
LIABILITY & EQUITY	
Total Current Liabilities	\$ 81,412
Total Equity	\$ 17,138,835
TOTAL LIABILITIES & EQUITY	\$ 17,220,247

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

	Actuals	Budgeted	Variance
Total Income	\$ 500,229	\$ 543,471	\$ (43,242)
Total Expenses	\$ 574,605	\$ 476,437	\$ 98,168
NET INCOME/(LOSS)	<u>\$ (74,377)</u>	<u>\$ 67,035</u>	<u>\$ (141,410)</u>

As shown in Table 2, Essex Realty, the management company for the property, reported a net loss of \$74,377 for the leasing activity from July 1 through June 30. After adding back contra rent revenue associated with the City's occupied spaces, the effective net income is \$475,588.

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

ATTACHMENTS:

- Balance Sheet as of June 30, 2015
- Income Statement for the Period Ending June 30, 2015
- Check Register for April, May, and June 2015

Database: ESSEXREALTY
ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Date: 7/1/2015
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Accrual

Report includes an open period. Entries are not final.

Jun 2015

ASSETS

CURRENT ASSETS

Cash - Operating	14,044.02
Cash - MMA	15,452.36

TOTAL CASH AND CASH EQUIVALENTS	29,496.38
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Accounts Receivable	9,212.67
Prepaid Insurance	6,305.60

NET ACCOUNTS RECEIVABLE	15,518.27
--------------------------------	------------------

TOTAL CURRENT ASSETS	45,014.65
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FIXED ASSETS

Land	2,854,051.00
Building	3,343,004.00
Capital Improvements	9,497,317.84
Tenant Improvements	1,252,990.59
Lease Commissions	224,885.08
Closing Costs	2,983.62

TOTAL FIXED ASSETS	17,175,232.13
---------------------------	----------------------

TOTAL ASSETS	17,220,246.78
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LIABILITIES & EQUITY

CURRENT LIABILITY

Prepaid Rent & CAM	4,548.60
Accrued Expenses	32,620.00
Security Deposits	44,243.44

TOTAL CURRENT LIABILITY	81,412.04
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LONG TERM LIABILITY

TOTAL LONG TERM LIABILITIES	0.00
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EQUITY

Current Yr Earnings	(74,376.72)
Distribution	(700,000.00)
Capital	6,114,688.39
Paid by Owner	8,855,504.28
Funds from Owner	1,215,863.71
Retained Earnings	1,727,155.08

TOTAL EQUITY	17,138,834.74
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Database: ESSEXREALTY
ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Time: 01:26 PM

Accrual

Report includes an open period. Entries are not final.

Jun 2015

TOTAL LIABILITIES & EQUITY

17,220,246.78

Database: ESSEXREALTY
ENTITY: 742

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

Page: 1
Date: 7/1/2015
Time: 01:26 PM

Accrual

Report includes an open period. Entries are not final.

	Current Period	Year-To-Date
	1 Month	12 Months
Thru:	Jun 2015	Jun 2015

INCOME

RENTAL INCOME

Rent	87,404.02	1,038,222.74
Contra Revenue	(45,830.40)	(549,964.80)
CAM Revenue	6,854.45	69,630.08
Contra CAM	(7,185.39)	(61,023.46)
CAM Rec Revenue	1,881.47	1,881.47

TOTAL RENTAL INCOME	43,124.15	498,746.03
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RECOVERY INCOME

TOTAL RECOVERY INCOME	0.00	0.00
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OTHER INCOME

Other Revenue	0.00	1,455.56
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TOTAL OTHER INCOME	0.00	1,455.56
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TOTAL INCOME	43,124.15	500,201.59
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EXPENSES

DIRECT OPERATING EXPENSES

Security-Fire Alarms	465.00	6,404.30
Cleaning Contract-Janitor	2,312.62	27,751.96
Add'l Cleaning-DayPorter	2,980.00	35,760.00
Cleaning Supplies	588.17	7,099.92
Window Cleaning	0.00	1,543.00
Mgmt Fee-Agent	3,378.00	41,511.85
HVAC Contract Services	1,274.50	15,764.50
HVAC Repair/Maint	653.73	19,739.63
Elevator Contract Service	449.09	5,479.36
Elevator Repair/Maint	0.00	195.00
Waterproofing & Roofing	0.00	450.00
Fire, Life, Safety	0.00	170.16
Plumbing Repairs/Supplies	12.00	3,719.11
Electrical Repair/Maint	400.00	3,085.91
Doors & Locks	150.79	966.58
Floor & Carpet Rpr/Maint	4,450.00	7,035.00
Pest Control	75.00	900.00
Misc Repair/Maint	0.00	4.63
Onsite Maint Personnel	6,456.97	16,080.79
Electricity-General	7,171.29	111,388.89
Gas	33.12	552.67
Water & Sewer	3,700.64	19,237.68
Property Telephone	110.60	2,843.78
Pkg Lot-Lighting	489.47	6,213.25
Pkg Lot-Sweeping	221.00	2,652.00
Landscaping Contract	2,400.00	28,800.00
Landscaping-Interior	362.12	4,344.96
Fountain Maintenance	203.00	7,667.68

Database: ESSEXREALTY
ENTITY: 742

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

Page: 2
Date: 7/1/2015
Time: 01:26 PM

Accrual

Report includes an open period. Entries are not final.

	Current Period	Year-To-Date
	1 Month	12 Months
Thru:	Jun 2015	Jun 2015

Insurance	3,089.14	37,983.34
Insurance - Earthquake	2,101.84	25,731.62
Real Estate Taxes	2,736.90	7,277.01
Other Miscellaneous	0.00	1.17
DSL Line	0.00	689.97
TOTAL DIRECT OPERATING EXPENSES	46,264.99	449,045.72
NET OPERATING INCOME	(3,140.84)	51,155.87
OTHER INCOME & EXPENSES		
Advertising & Promotion	0.00	1,583.45
Admin & Professional Exp.	842.88	24,370.43
Vacant Space Refurb	12.29	30.39
Tenant Space Refurb	51.56	216.07
Repairs & Maint- Indirect	484.20	8,943.81
Interest Income	(2.00)	(27.05)
Bad Debt Expense	0.00	90,415.49
TOTAL OTHER INCOME & EXPENSES	1,388.93	125,532.59
NET INCOME/(LOSS)	(4,529.77)	(74,376.72)

04/15 Through 04/15											
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Account Number	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Reference	Description								
742		7596921	5495-0000	Onsite Maint Personnel	02/15 Engineering	7791511A	3/12/2015	3/12/2015	1,146.14	0.00	1,146.14
@											
103854	4/7/2015	04/15	COMM12	COMMERCIAL CARPET & FLOORING							
742			1240-0000	Tenant Improvements	42968		3/20/2015	3/20/2015	6,832.70	0.00	6,832.70
@				TI - Carpet Install	#250			Check Total:	1,146.14	0.00	1,146.14
103855	4/7/2015	04/15	CONTRO	CONTROLLED KEY SYSTEMS INC							
742			7328-0000	Vacant Space Refurb	217959		3/18/2015	3/18/2015	18.10	0.00	18.10
@				Keys for contractors	#201			Check Total:	18.10	0.00	18.10
103856	4/7/2015	04/15	HATTOX	HATTOX DESIGN GROUP LLC							
742			7320-0000	Admin & Professional Exp.	1503101		3/11/2015	3/11/2015	541.36	0.00	541.36
@				Design Fees #201B							
742			7320-0000	Admin & Professional Exp.	1503115		3/25/2015	3/25/2015	4,609.43	0.00	4,609.43
@				Design Fees #300							
742			7320-0000	Admin & Professional Exp.	1503118		3/25/2015	3/25/2015	50.00	0.00	50.00
@				Design Fees #201B							
742			7320-0000	Admin & Professional Exp.	1503161		3/26/2015	3/26/2015	3,082.00	0.00	3,082.00
@				Design Fees #201A				Check Total:	8,282.79	0.00	8,282.79
103857	4/7/2015	04/15	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC							
742			5510-0000	Pkg Lot-Lighting	1240345		3/26/2015	3/26/2015	124.00	0.00	124.00
@				03/15 Lot Lighting							
742			5510-0000	Pkg Lot-Lighting	1240345		3/26/2015	3/26/2015	107.38	0.00	107.38
@				03/15 Lot Lighting Parts				Check Total:	231.38	0.00	231.38
103858	4/7/2015	04/15	PACRIM	PACIFIC RIM MECHANICAL, INC.							
742			5415-0000	HVAC Repair/Maint	SRV044653		3/27/2015	3/27/2015	163.50	0.00	163.50
@				Common Area AC rpr							

Database: ESSEXREALTY		Check Register		Page: 3	
ENTITY: 742		Essex Realty SaaS DB		Date: 4/27/2015	
		CITY OF LAGUNA HILLS		Time: 10:26 AM	
04/15 Through 04/15					
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Check Amount
Entity	P.O. Number	Account Number	Account Number	Account Name	Check Amount
Dept	Reference		Description		
				Invoice Number	Invoice Amount
				Due Date	Discount Amount
				Invoice Date	

103859	4/7/2015	04/15	SKYLIN	CTJAMJT CORPORATION dba	163.50
742		5490-0000	Pest Control	180829	
@	3018		03/15 Pest Control		
Check Total:					163.50
103860	4/7/2015	04/15	SSDSYS	SECURITY SIGNAL DEVICES INC dba	75.00
742		5121-0000	Security-Fire Alarms	1089888-A	
@	04/15 Sys Maint				
742		7333-0000	Repairs & Maint- Indirect	1089888-A	
@	04/15 Sys Maint				
Check Total:					75.00
103861	4/8/2015	04/15	ESSEX	ESSEX REALTY MANAGEMENT INC	150.00
742		5305-0000	Mgmt Fee-Agent	742-0315R	
@	742		03/15 Mgmt Fee Recon		
742		5305-0000	Mgmt Fee-Agent	742-040115	
@	742		04/15 Mgmt Fee		
Check Total:					60.95
103862	4/10/2015	04/15	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC	3,378.00
742		5562-0000	Landscaping-Interior	2669	
@	742		04/15 Int Plant svc		
Check Total:					3,438.95
103863	4/10/2015	04/15	PACRIM	PACIFIC RIM MECHANICAL, INC.	362.12
742		5415-0000	HVAC Repair/Maint	SRV045062	
@	10770		AC rpr #220		
Check Total:					252.50
103864	4/10/2015	04/15	REGENC	REGENCY ENTERPRISES INC dba	252.50
742		5465-0000	Electrical Repair/Maint	3275708	
@	1287741		02/20 Lighting Supplies		
Check Total:					454.16

Database: ESSEXREALTY		Check Register		Page: 4
ENTITY: 742		Essex Realty SaaS DB		Date: 4/27/2015
		CITY OF LAGUNA HILLS		Time: 10:26 AM
04/15 Through 04/15				
Check #	Check Date	Check Pd	Vendor ID	Vendor Name
Entity	P.O. Number	Account Number	Account Number	Account Name
Dept	Reference			
			Invoice Number	Invoice Date
			Due Date	Invoice Amount
			Discount Amount	Check Amount

103865	4/10/2015	04/15	SCE	SOUTHERN CALIFORNIA EDISON	06934-032515	3/25/2015	4/13/2015	3,068.74	0.00	454.16
742		5499-0000	Electricity-General							
@	2270506934		02/23/15 - 03/24/15 mtr 259000-050224							
742		5499-0000	Electricity-General		97749-032715	3/27/2015	4/15/2015	4,331.47	0.00	4,331.47
@	2265197749		02/24/15 - 03/25/15							
103866	4/10/2015	04/15	TSCMO	TSCM CORP.	3015123	3/1/2015	3/31/2015	221.00	0.00	221.00
742		5525-0000	Pkg Lot-Sweeping							
@	03/15 Lot Sweeping									
103867	4/15/2015	04/15	CONTRO	CONTROLLED KEY SYSTEMS INC	217982	3/20/2015	3/20/2015	14.86	0.00	14.86
742		4800-0000	Tenant Reimbursements							
@	Ofc Key copy #200									
103868	4/23/2015	04/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba	1051255-IN	3/31/2015	3/31/2015	697.81	0.00	697.81
742		5160-0000	Cleaning Supplies							
@	111		03/15 Cleaning Supplies							
103869	4/23/2015	04/15	FIRESA	THE BRETHERN INC dba	1010805	4/1/2015	5/1/2015	150.00	0.00	150.00
742		5121-0000	Security-Fire Alarms							
@	1560302		04/15-06/15 Fire Alarm Monit							
103870	4/23/2015	04/15	HATTOX	HATTOX DESIGN GROUP LLC	1503100	3/11/2015	3/11/2015	541.36	0.00	541.36
742		7320-0000	Admin & Professional Exp.							
@	Design Fees #300									

Database: ESSEXREALTY				Check Register				Page: 5			
ENTITY: 742				Essex Realty SaaS DB				Date: 4/27/2015			
				CITY OF LAGUNA HILLS				Time: 10:26 AM			
04/15 Through 04/15											
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount	
Entity	P.O. Number	Account Number	Description	Account Name							
Dept	Reference										
103871	4/23/2015	04/15	MERCH1	MERCHANTS BUILDING MAINTENANCE LLC	405836	4/1/2015	4/1/2015	2,980.00	0.00	2,980.00	
742		5150-0000	Add'l Cleaning-DayPorter								
@	33013		04/15 Dayporter Svc								
							Check Total:	2,980.00	0.00	2,980.00	
103872	4/23/2015	04/15	NIEVES	NIEVES LANDSCAPE INC	57708	4/1/2015	5/1/2015	2,400.00	0.00	2,400.00	
742		5560-0000	Landscaping Contract								
@	04/15 Landscape Svc										
							Check Total:	2,400.00	0.00	2,400.00	
103873	4/23/2015	04/15	THE GAS	THE GAS COMPANY	71474-040815	4/8/2015	4/28/2015	37.97	0.00	37.97	
742		5500-0000	Gas								
@	14430971474		03/06/15 - 04/06/15 Mtr #13001720								
							Check Total:	37.97	0.00	37.97	
103874	4/23/2015	04/15	TSCMCO	TSCM CORP.	4015124	4/1/2015	5/1/2015	221.00	0.00	221.00	
742		5525-0000	Pkg Lot-Sweeping								
@	04/15 Sweeping Svc										
							Check Total:	221.00	0.00	221.00	
OL4098931	4/8/2015	04/15	SCE	SOUTHERN CALIFORNIA EDISON	06934-022415	2/24/2015	Hand Check 3/16/2015	3,233.63	0.00	3,233.63	
742		5499-0000	Electricity-General								
@	2270506934		01/22/15 - 02/23/15 Mtr 259000-050224								
							Check Total:	3,233.63	0.00	3,233.63	
							CITY OF LAGUNA HILLS Total:	43,617.04	0.00	43,617.04	
							Grand Total:	43,617.04	0.00	43,617.04	

Database: ESSEXREALTY										Check Register		Page: 1
ENTITY: 742										Essex Realty SaaS DB		Date: 6/1/2015
										CITY OF LAGUNA HILLS		Time: 10:13 AM
										05/15 Through 05/15		
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount		
Entity	P.O. Number	Account Number	Account Number	Account Name								
Dept	Reference		Description									

103875	5/4/2015	05/15	ESSEX	ESSEX REALTY MANAGEMENT INC	742-050115	5/1/2015	5/1/2015	3,378.00	0.00	3,378.00
742			5305-0000	Mgmt Fee-Agent						
@	742		05/15 Mgmt Fee							
103876	5/7/2015	05/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba	1053949-IN	4/20/2015	4/20/2015	2,312.62	0.00	2,312.62
742			5130-0000	Cleaning Contract-Janitor						
@	111		04/15 Janitorial Svc							
103877	5/7/2015	05/15	ABMSER	ABM ONSITE SERVICES WEST INC	7549736f	1/12/2015	1/12/2015	1,212.14	0.00	1,212.14
742			5495-0000	Onsite Maint Personnel						
@	7596921		12/14 Engineering							
103878	5/7/2015	05/15	BIS	BIS INC. dba	14648	4/2/2015	4/2/2015	7,780.11	0.00	7,780.11
742			1240-0000	Tenant Improvements						
@	T1 - TK Wealth #300		DRAW-Carpets, electrical, lighting, move door, paint, HVAC							
103879	5/7/2015	05/15	BKFOUN	WILLIAM P WARD JR	0406155850	4/6/2015	5/6/2015	202.80	0.00	202.80
742			5565-0000	Fountain Maintenance						
@	03/15 Fountain Svc									
742			5565-0000	Fountain Maintenance	0313155818	3/13/2015	4/12/2015	263.94	0.00	263.94
@	03/15 Rplc valve p/s									
742			5565-0000	Fountain Maintenance	0302155830	3/2/2015	4/1/2015	202.80	0.00	202.80
@	02/15 Fountain Svc									
742			5565-0000	Fountain Maintenance	0129155807	1/29/2015	1/29/2015	202.80	0.00	202.80
@	01/15 Fountain Svc									
742			5565-0000	Fountain Maintenance	0302155830	3/2/2015	4/1/2015	78.73	0.00	78.73
@	02/15 Rplc Filter									
103880	5/7/2015	05/15	CONTRO	CONTROLLED KEY SYSTEMS INC	218304	4/2/2015	5/2/2015	14.86	0.00	14.86
742			7330-0000	Tenant Space Refurb						
@	Ofc Key Copies # 300									

Check Total: 951.07

Check Total: 951.07

Database: ESSEXREALTY				Check Register		Page: 2	
ENTITY: 742				Essex Realty SaaS DB		Date: 6/1/2015	
				CITY OF LAGUNA HILLS		Time: 10:13 AM	
05/15 Through 05/15							
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Number	Account Name	Number	Amount	Amount
Dept	Reference	Description			Due Date		

103881	5/7/2015	05/15	COXCOM	COX COMMUNICATIONS	
742		5410-0000	HVAC Contract Services	11901-040515	4/5/2015
@		0017601048511901	04/05/15 - 05/04/15 EMS		79.00
Check Total:					79.00
103882	5/7/2015	05/15	ELTORO	EL TORO WATER DISTRICT	
742		5502-0000	Water & Sewer	49540-041315	4/30/2015
@		169922449540	03/12/15 - 04/13/15 Mtr# 08956098 24033		678.83
742		5502-0000	Water & Sewer	49542-041315	4/30/2015
@		169922449542	03/12/15 - 04/13/15 Mtr# 00036069 24031		56.00
742		5502-0000	Water & Sewer	49548-041315	4/30/2015
@		169922449548	03/12/15 - 04/13/15 Mtr# 08188857 24031 Irrg		968.96
Check Total:					1,703.79
103883	5/7/2015	05/15	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC	
742		5510-0000	Pkg Lot-Lighting	1240879	4/24/2015
@		04/15 Lot Lighting			124.00
742		5510-0000	Pkg Lot-Lighting	1240879	4/24/2015
@		04/15 Light Supplies			305.19
Check Total:					429.19
103884	5/7/2015	05/15	SCE	SOUTHERN CALIFORNIA EDISON	
742		5499-0000	Electricity-General	06934-042415	4/24/2015
@		2270508934	03/24/15 - 04/23/15 Mtr 2590000-050224		3,294.57
742		5499-0000	Electricity-General	97748-042815	4/28/2015
@		2265197749	03/25/15 - 04/24/15 Acct #2-26-519-7749		4,738.94
Check Total:					8,033.51
103885	5/7/2015	05/15	SSDSYS	SECURITY SIGNAL DEVICES INC dba	
742		5121-0000	Security-Fire Alarms	1097532-A	4/13/2015
@		05/15 Sys Maint			150.00
742		7333-0000	Repairs & Maint- Indirect	1097532-A	4/13/2015
@		05/15 Sys Maint			484.20

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103886	5/7/2015	05/15	WOLFEE	WOLFE ENGINEERING AND DESIGN	1230-0000	Capital Improvements	2300	3/25/2015	4/24/2015	3,220.00	0.00	3,220.00
742												
@				Drainage Plans Civic		Center Parking Lot						
103887	5/13/2015	05/15	BIS	BIS INC. dba	1240-0000	Tenant Improvements	14680	4/22/2015	4/22/2015	7,780.11	0.00	7,780.11
742												
@				TI Ste 300-Draw 2								
103888	5/13/2015	05/15	CONTRO	CONTROLLED KEY SYSTEMS INC	4800-0000	Tenant Reimbursements	218668	4/24/2015	5/24/2015	9.05	0.00	9.05
742												
@				Key Copy #304								
742												
@				Re-key mail box #210								
103889	5/20/2015	05/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba	4800-0000	Tenant Reimbursements	1055927-IN	4/27/2015	4/27/2015	205.00	0.00	205.00
742												
@				Carpet Cleaning #220								
742												
@				Cleaning Supplies								
				04/15 Janitorial Supplies								
103890	5/20/2015	05/15	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC	5561-0000	Landscaping-Other	3103	4/30/2015	5/15/2015	362.12	0.00	362.12
742												
@				05/15 Int Plant Svc								
103891	5/20/2015	05/15	AT&T	AT&T	5504-0000	Property Telephone	415 6487386	4/15/2015	5/15/2015	180.33	0.00	180.33
742												
@				949-583-7765		03/15/15 - 04/14/15						
742												
@				5504-0000		Property Telephone	415 6487383	4/15/2015	5/15/2015	129.55	0.00	129.55

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@	949-458-7292	03/15/15 - 04/14/15								
							Check Total:	309.88	0.00	309.88
103892	5/20/2015	05/15	AT&T	AT&T						
742		5504-0000		Property Telephone	415 6487384	4/15/2015	5/15/2015	32.79	0.00	32.79
@	03/15-04/14 949-458-	7929								
							Check Total:	32.79	0.00	32.79
103893	5/20/2015	05/15	BIS	BIS INC. dba						
742		1240-0000		Tenant Improvements	14653	4/6/2015	4/6/2015	711.70	0.00	711.70
@	TI #300 Permit Fees									
							Check Total:	711.70	0.00	711.70
103894	5/20/2015	05/15	BKFOUN	WILLIAM P WARD JR						
742		5565-0000		Fountain Maintenance	0430155870	4/30/2015	5/30/2015	202.80	0.00	202.80
@	04/15 Fountain Maint									
							Check Total:	202.80	0.00	202.80
103895	5/20/2015	05/15	COXCOM	COX COMMUNICATIONS						
742		5410-0000		HVAC Contract Services	11901-050615	5/6/2015	5/6/2015	79.00	0.00	79.00
@	0017601048511901	05/05/15 - 06/04/15 EMS								
							Check Total:	79.00	0.00	79.00
103896	5/20/2015	05/15	FIRESA	THE BRETHERN INC dba						
742		5121-0000		Security-Fire Alarms	1011672	5/4/2015	6/3/2015	1,275.00	0.00	1,275.00
@	ACCT1965	Annual fire alarm testing								
							Check Total:	1,275.00	0.00	1,275.00
103897	5/20/2015	05/15	HATTOX	HATTOX DESIGN GROUP LLC						
742		7320-0000		Admin & Professional Exp.	1504104	4/30/2015	4/30/2015	6,436.70	0.00	6,436.70
@	Design Fees #201A									
742		7320-0000		Admin & Professional Exp.	1504103	4/30/2015	4/30/2015	231.96	0.00	231.96
@	Design Fees #300									
							Check Total:	6,668.66	0.00	6,668.66

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103898	5/20/2015	05/15	MASTE5	MASTERCARE PROTECTION & CLEANING	
742		5485-0000	Floor & Carpet Rpr/Maint	20672	
@		Qtrly Carpet Cleang	05/15		
				5/12/2015	275.00
				6/11/2015	275.00
				Check Total:	275.00
103899	5/20/2015	05/15	MERCH1	MERCHANTS BUILDING MAINTENANCE LLC	
742		5150-0000	Add'l Cleaning-DayPorter	407872	
@		33013	05/15 Dayporter Svc	5/1/2015	2,980.00
				Check Total:	2,980.00
103900	5/20/2015	05/15	NIEVES	NIEVES LANDSCAPE INC	
742		5560-0000	Landscaping Contract	57832	
@		05/15 Landscape Svc		5/1/2015	2,400.00
				Check Total:	2,400.00
103901	5/20/2015	05/15	PACRIM	PACIFIC RIM MECHANICAL, INC.	
742		5415-0000	HVAC Repair/Maint	SRV046291	
@		10770	1st Floor AC rpr Evap Coil	4/30/2015	415.17
742		5415-0000	HVAC Repair/Maint	SRV046279	
@		10770	1st Floor AC Rpr	4/30/2015	282.74
				Check Total:	697.91
103902	5/20/2015	05/15	REGENC	REGENCY ENTERPRISES INC dba	
742		5465-0000	Electrical Repair/Maint	3335338	
@		1287741	04/30 Lighting Supplies	5/4/2015	284.26
				Check Total:	284.26
103903	5/20/2015	05/15	SKYLIN	CTJAMUT CORPORATION dba	
742		5490-0000	Pest Control	10877	
@		3018	04/15 Pest Control	4/27/2015	75.00
				Check Total:	75.00
103904	5/20/2015	05/15	THEGAS	THE GAS COMPANY	
				Check Total:	75.00

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742	@	14430971474	5500-0000	Gas	71474-050715	5/7/2015	5/28/2015	34.81	0.00	34.81
					04/06/15 - 05/05/15 Mtr 13001720					
103905	5/20/2015	05/15	TSCMCO	TSCM CORP.	5015120	5/1/2015	5/31/2015	221.00	0.00	221.00
742	@	05/15 Lot Sweeping	5525-0000	Pkg Lot-Sweeping						
					CITY OF LAGUNA HILLS Total:					
								55,146.27	0.00	55,146.27
								Grand Total:	55,146.27	55,146.27

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103906	6/4/2015	06/15	AT&T/CS1	AT&T	000006599532	5/15/2015	5/15/2015	32.48	0.00	32.48
742				Property Telephone						
@	9494587292655	5504-0000	04/15/15 - 05/14/15	949-458-7292						
742				Property Telephone	000006599533	5/15/2015	5/15/2015	32.79	0.00	32.79
@	9494587929811	5504-0000	04/15/15 - 05/14/15	949-458-7929						
742				Property Telephone	000006599535	5/15/2015	5/15/2015	180.33	0.00	180.33
@	9495837765123	5504-0000	04/15/15 - 05/14/15	949-583-7765						
							Check Total:	245.60	0.00	245.60
103907	6/4/2015	06/15	ELTORO	EL TORO WATER DISTRICT	49542-051215	5/12/2015	6/2/2015	56.00	0.00	56.00
742				Water & Sewer						
@	169922449542	5502-0000	04/13/15 - 05/12/15	Mtr 00036069						
							Check Total:	56.00	0.00	56.00
103908	6/4/2015	06/15	SCE	SOUTHERN CALIFORNIA EDISON	206216	5/26/2015	5/26/2015	400.00	0.00	400.00
742				Electrical Repair/Maint						
@				Consultation Fee Tst Ark Flash						
							Check Total:	400.00	0.00	400.00
103909	6/8/2015	06/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba	1061551-IN	5/22/2015	5/22/2015	2,312.62	0.00	2,312.62
742				Cleaning Contract-Janitor						
@	111	5130-0000	05/15	Janitorial Svc						
							Check Total:	2,312.62	0.00	2,312.62
103910	6/8/2015	06/15	ABMSER	ABM ONSITE SERVICES WEST INC	8021197 743	5/12/2015	5/12/2015	1,198.55	0.00	1,198.55
742				Onsite Maint Personnel						
@	7596921	5495-0000	04/15	Engineering Svc						
							Check Total:	1,198.55	0.00	1,198.55
103911	6/8/2015	06/15	AMTEC2	PACIFIC COAST ELEVATOR INC dba	DVB06326615	5/20/2015	5/20/2015	1,377.09	0.00	1,377.09
742				Elevator Contract Service						
@	320358	5435-0000	06/15-08/15	Elevator Svc						
							Check Total:	1,377.09	0.00	1,377.09
103912	6/8/2015	06/15	CONTRO	CONTROLLED KEY SYSTEMS INC						

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742		4800-0000	Tenant Reimbursements		219116	5/14/2015	6/13/2015	6.49	0.00	6.49
@	Add'l Key Copy 200									
742		4800-0000	Tenant Reimbursements		219117	5/13/2015	6/12/2015	6.49	0.00	6.49
@	Add'l Key Copies 210									
742		5475-0000	Doors & Locks		219114	5/13/2015	6/12/2015	150.79	0.00	150.79
@	Re-Key 6 mail boxes		New suites							
742		7328-0000	Vacant Space Refurb		219225	5/15/2015	6/14/2015	12.29	0.00	12.29
@	Add'l Key Copy 100B									
742		7330-0000	Tenant Space Refurb		219115	5/13/2015	6/12/2015	51.56	0.00	51.56
@	Re-Key 201 new tnt									

Check Total: 227.62

103913	6/8/2015	06/15	EL TORO	EL TORO WATER DISTRICT						
742		5502-0000	Water & Sewer		49540-051215	5/12/2015	6/2/2015	927.89	0.00	927.89
@	169922449540		04/13/15 - 05/12/15 Mtr 08956098							
742		5502-0000	Water & Sewer		49548-051215	5/12/2015	6/2/2015	905.24	0.00	905.24
@	169922449548		04/13/15 - 05/12/15 Mtr 08188857							

Check Total: 1,833.13

103914	6/8/2015	06/15	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC						
742		5510-0000	Pkg Lot-Lighting		1239349	1/30/2015	1/30/2015	124.00	0.00	124.00
@	01/15 Lot Lighting									
742		5510-0000	Pkg Lot-Lighting		1239349	1/30/2015	1/30/2015	365.47	0.00	365.47
@	01/15 Lighting Rpr									

Check Total: 489.47

103915	6/8/2015	06/15	NIEVES	NIEVES LANDSCAPE INC						
742		5560-0000	Landscaping Contract		57989	6/1/2015	7/1/2015	2,400.00	0.00	2,400.00
@	06/15 Landscape Svc									

Check Total: 2,400.00

103916	6/8/2015	06/15	SCE	SOUTHERN CALIFORNIA EDISON						
742		5499-0000	Electricity-General		06934-052315	5/23/2015	5/23/2015	3,101.42	0.00	3,101.42
@	2270506934		04/23/15 - 05/22/15 Mtr 259000-050224							

Check Total: 3,101.42

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103917	6/8/2015	06/15	SKYLIN	CTJAMUT CORPORATION dba	
742		5490-0000	Pest Control	12758	
@	3018		05/15 Pest Control		
				5/22/2015	6/21/2015
				75.00	75.00
				0.00	0.00
103918	6/8/2015	06/15	SSDSYS	SECURITY SIGNAL DEVICES INC dba	
742		5121-0000	Security-Fire Alarms	1103583-A	
@	06/15 Sys Maint			5/12/2015	5/12/2015
				150.00	150.00
742		7333-0000	Repairs & Maint- Indirect	1103583-A	
@	06/15 Sys maint			5/12/2015	5/12/2015
				484.20	484.20
				0.00	0.00
				634.20	634.20
103919	6/8/2015	06/15	ESSEX	ESSEX REALTY MANAGEMENT INC	
742		5305-0000	Mgmt Fee-Agent	742-060115	
@	742		06/15 Mgmt Fee	6/1/2015	6/1/2015
				3,378.00	3,378.00
				0.00	0.00
				3,378.00	3,378.00
103920	6/12/2015	06/15	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC	
742		5562-0000	Landscaping-Interior	3478	
@	742		06/15 Int Plant Svc	5/29/2015	6/13/2015
				362.12	362.12
				0.00	0.00
				362.12	362.12
103921	6/12/2015	06/15	COASTL	COASTLINE DEVELOPMENT, INC.	
742		1240-0000	Tenant Improvements	7981.01	
@	TI #201 Billing 1 De		mo, framing, & electrical	3/26/2015	4/25/2015
				18,618.06	18,618.06
				0.00	0.00
				18,618.06	18,618.06
103922	6/12/2015	06/15	SCE	SOUTHERN CALIFORNIA EDISON	
742		5499-0000	Electricity-General	97749-052815	
@	2265197749		04/24/15 - 05/26/15	5/28/2015	5/28/2015
				4,491.87	4,491.87
				0.00	0.00
				4,491.87	4,491.87
103923	6/12/2015	06/15	TSCMCO	TSCM CORP.	
742		5525-0000	Pkg Lot-Sweeping	6015121	
@	06/15 Sweeping Svc			6/1/2015	7/1/2015
				221.00	221.00
				0.00	0.00

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103924	6/16/2015	06/15	ABMSER	ABM ONSITE SERVICES WEST INC						
742		5495-0000	Onsite Maint Personnel	7549736 a	1/12/2015	1/12/2015		221.00	0.00	221.00
@	7596921	12/14 Engineering Svc						1,212.14	0.00	1,212.14
742		5495-0000	Onsite Maint Personnel	7907716 A	4/12/2015	4/12/2015		1,198.28	0.00	1,198.28
@	7596921	03/15 Engineering Svc						2,410.42	0.00	2,410.42
					Check Total:					
103925	6/16/2015	06/15	BIS	BIS INC. dba						
742		1240-0000	Tenant Improvements	14687	4/29/2015	4/29/2015		755.10	0.00	755.10
@	Final Draw - #300									
742		1240-0000	Tenant Improvements	14686	4/29/2015	4/29/2015		6,795.90	0.00	6,795.90
@	1st Draw - suite 300	Electrical Change Order						7,551.00	0.00	7,551.00
					Check Total:					
103926	6/16/2015	06/15	FIRESA	THE BRETHERN INC dba						
742		5121-0000	Security-Fire Alarms	1011763	4/30/2015	5/30/2015		395.00	0.00	395.00
@	ACCT1965	Annual fire sprinkler test						395.00	0.00	395.00
					Check Total:					
103927	6/16/2015	06/15	PACRIM	PACIFIC RIM MECHANICAL, INC.						
742		1240-0000	Tenant Improvements	SRV047131	5/31/2015	5/31/2015		477.50	0.00	477.50
@	10770	Relocate T-stat #201/203						477.50	0.00	477.50
					Check Total:					
103928	6/16/2015	06/15	THEGAS	THE GAS COMPANY						
742		5500-0000	Gas	71474-060815	6/8/2015	6/26/2015		33.12	0.00	33.12
@	14430971474	05/05/15 - 06/04/15 Mtr 13001720						33.12	0.00	33.12
					Check Total:					
103929	6/17/2015	06/15	BIS	BIS INC. dba						
742		1240-0000	Tenant Improvements	14711	5/26/2015	5/26/2015		1,728.92	0.00	1,728.92
@	Retention #300									

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103930	6/17/2015	06/15	COASTL	COASTLINE DEVELOPMENT, INC.					
742		1240-0000	Tenant Improvements	7981.02		4/23/2015	32,022.44	0.00	32,022.44
@	TI #201 Billing 2 Fr		aming/Drywall, Doors, Ceiling, Electrical, HVAC, Fire Sprinklers, Painting						
						Check Total:	32,022.44	0.00	32,022.44
103931	6/22/2015	06/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5160-0000	Cleaning Supplies	1065864-IN		5/31/2015	588.17	0.00	588.17
@	111		05/15 Janitorial Supplies						
						Check Total:	588.17	0.00	588.17
103932	6/22/2015	06/15	COXCOM	COX COMMUNICATIONS					
742		5410-0000	HVAC Contract Services	11901-060615		6/6/2015	79.00	0.00	79.00
@	0017601048511901		06/05/15 - 07/04/15 DSL for EMS						
						Check Total:	79.00	0.00	79.00
103933	6/22/2015	06/15	HATTOX	HATTOX DESIGN GROUP LLC					
742		7320-0000	Admin & Professional Exp.	1505107		5/28/2015	150.00	0.00	150.00
@	Design Fees #203								
742		7320-0000	Admin & Professional Exp.	1505105		5/28/2015	528.38	0.00	528.38
@	Design Fees #201								
742		7320-0000	Admin & Professional Exp.	1505104		5/28/2015	57.50	0.00	57.50
@	Design Fees 100B								
						Check Total:	735.88	0.00	735.88
103934	6/23/2015	06/15	COASTL	COASTLINE DEVELOPMENT, INC.					
742		1240-0000	Tenant Improvements	7981.03		6/26/2015	26,441.68	0.00	26,441.68
@	TI #201 Doors, Windo		ws, ceiling, painting, flooring, co 1-3						
						Check Total:	26,441.68	0.00	26,441.68
103935	6/23/2015	06/15	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49540-061015		6/30/2015	1,864.83	0.00	1,864.83
@	169922449540		05/12/15 - 06/10/15 Mtr 08956098						
742		5502-0000	Water & Sewer	49548-061015		6/30/2015	748.68	0.00	748.68

Check # Entity	Check Date P.O. Number	Check Pd Account Number	Vendor ID Vendor Name Account Name	Invoice Invoice Number Invoice Date	Due Date	Discount Amount	Check Amount
Database: ESSEXREALTY ENTITY: 742 Check Register Essex Realty SaaS DB CITY OF LAGUNA HILLS Page: 6 Date: 7/1/2015 Time: 01:27 PM							
06/15 Through 06/15							

Database: ESSEXREALTY										Page: 7
ENTITY: 742										Date: 7/1/2015
Check Register										Time: 01:27 PM
Essex Realty SaaS DB										
CITY OF LAGUNA HILLS										
06/15 Through 06/15										
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Account Number	Account Number	Account Name						
Dept	Reference	Description								

103942	6/30/2015	06/15	OCTAX/TX1	ORANGE COUNTY TAX COLLECTOR				549.90	0.00	549.90
742	6205-0000		Real Estate Taxes	25119-063015	6/30/2015	6/30/2015		617.76	0.00	617.76
@	988-251-19		2014/15 Prop Tax Pd #988-251-19 Ste 220					617.76	0.00	617.76
				CITY OF LAGUNA HILLS Total:				128,064.52	0.00	128,064.52
				Grand Total:				128,064.52	0.00	128,064.52



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: SEPTEMBER 8, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL
BUILDING SERVICES TO HR GREEN CALIFORNIA, INC.**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AWARD OF A
PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL BUILDING SERVICES TO
HR GREEN CALIFORNIA, INC. (HR GREEN) AND AUTHORIZE THE MAYOR TO
EXECUTE THE AGREEMENT.**

SUMMARY:

The City uses third party consultants on an on-call, as-needed services basis in providing building inspection and plan check services to the community. The City's agreement with its current on-call building services provider expires in mid-September and staff is recommending that the firm of HR Green be selected as the next firm to provide the City with on-call building services. Staff notes HR Green is one of four firms currently providing on-call civil engineering services to the City as well. HR Green was selected over other similarly qualified firms for being able to add enhancements to the City's building inspection and plan check services such as same-day inspection requests, electronic plan review, more responsive plan check times, and firm expertise. These services would be used by the City on an on-call, as-needed basis.

BACKGROUND:

Staff issued a Request for Proposal from qualified building and safety service firms requesting the services of a part-time building official, plan check services, and back-up inspection and counter services, as needed. Five firms responded and were interviewed by staff. Based upon staff's evaluation of the firms' experience, demonstrated ability to meet the City's needs in regards to performing the plan check and inspection/counter services, fit with City staff, and the firm's ability to provide value-added services to the City's current inspection and plan check process, staff is recommending the firm of HR Green. The complete Description/Scope of Services is detailed on Pages 31-44 of the

HR Green Proposal, which is located in Exhibit A of the proposed Professional Services Agreement (Agreement). (See **Attachment 1.**)

The Agreement includes a cost proposal wherein HR Green provides a tiered fee structure in providing plan checking services and separate hourly rates for the Building Official, Building Inspector, Counter Technician, and other relevant staff that may be called upon to assist existing Building Division staff on an as-needed basis. HR Green's proposal indicates that compensation will be 65% when plan check fees collected are less than \$100,000 in a given month and 60% when plan check fees exceed \$100,000. While plan check fees do not typically reach that level in a given month, the Five Lagunas project could result in plan check fees that exceed HR Green's second tier throughout the construction of the project. Currently, the existing Building Services consultant, CAA, retains 65% of the Plan Check fees. However, CAA proposed to increase fees to 70%. Other firms interviewed proposed services for 60%-65% of plan check fees.

In addition, HR Green has committed to implementing a number of "value-added" services including electronic plan check review (paperless plan checking), "over-the-counter" (OTC) consultations with applicants at no charge, OTC plan checking where possible, and an overall reduction in plan check times. HR Green has also committed to other process improvements that will allow in-house staff to be more efficient.

HR Green proposes a plan check fee structure that could be lower than other firms when the second tier fee level is reached. HR Green hourly rates are also competitive in certain positions but not in others such as the area of inspection. Currently, building inspection providers are competing for qualified inspectors, which is resulting in higher compensation costs in the industry. HR Green contends that its inspectors are compensated at higher rates to reduce employee turnover and to recruit well-qualified staff to provide services. Almost all of the personnel designated to provide services in building plan review and inspection have 25-30 years of experience in the field.

In staff's view, HR Green has provided additional services that other firms were unable to match in terms of plan check turnaround, customer fulfillment, and other value-added services such as electronic plan review. These services will significantly improve the City's ability to implement the City's building plan check function through shortened plan review times and allow staff to become more efficient in assisting residents and builders.

FISCAL IMPACT:

The Community Development Department budget includes \$340,000 for consultant services for each of the 2015/2016 and 2016/2017 Fiscal Years. This cost is offset by building plan check and permit fees collected in the building permit process.

CEQA FINDINGS:

This activity is not a project as defined by CEQA because it has no potential for resulting in physical change to the environment, directly or indirectly.

ATTACHMENTS:

- Attachment 1 – Professional Services Agreement with Scope of Work

PROFESSIONAL SERVICES AGREEMENT
HR Green California, Inc.
On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 2015, 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 HR GREEN CALIFORNIA, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified professional civil engineering firm that specializes in providing civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services to municipalities and to other public agencies on an on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services (the "Project").

B. Consultant has submitted to City a proposal, dated May 25, 2015 (as revised on September 2, 2015), to provide on-call, as-needed professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting services to City 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, specialized equipment, or technical expertise able to perform the work or services contracted for herein.

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide to City and perform the professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting services for the Project as set forth in the Proposal/Scope of Work, dated May 25, 2015 (as revised on September 2, 2015, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original May 25, 2015 (as revised on September 2, 2015) proposal 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the 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, on a time and materials basis in accordance with the professional hourly rates, as well as the structured fee charges, set forth in the Schedule of Compensation/Fees (as revised on September 2, 2015), which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (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 (as revised on September 2, 2015) (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 Manager, 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 as soon thereafter as is reasonably practical.

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

product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

2.5 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first year of the term of this Agreement (i.e., from September 8, 2015 through August 31, 2016). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement, as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period

of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of three (3) years, commencing on September 8, 2015 and ending on August 31, 2018 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than two (2) additional one-year terms ("Renewal Option").

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall

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

4.4 Independent Contractor.

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not

pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of

Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

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

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

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

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 and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and reasonable attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City.

7. REPORTS AND RECORDS

7.1 **Accounting Records.** Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement.

Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Any reuse of any document provided by the Consultant to the City, for a purpose not originally intended, is at the sole risk of the City without any legal obligation of the Consultant.

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

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted

accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all

reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

B. Consultant shall have sole control of the defense of any such claim or suit

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

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

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

To Consultant: HR Green California, Inc.
Attention: George A. Wentz, P.E., Principal-in-Charge
1100 Town & Country Road, Suite 1025
Orange, California 92868
Telephone: (714) 287-2275
Facsimile: (714) 333-1886

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

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

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

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

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

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

10.9 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"). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to 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.

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

[SIGNATURES ON NEXT PAGE]

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

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

DORE J. GILBERT, M.D.
Mayor

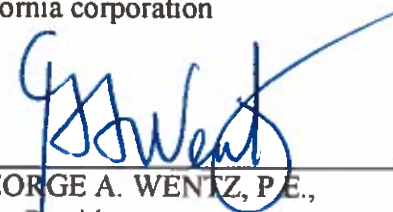
ATTEST:

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

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
HR Green California, Inc.,
a California corporation

By: 

GEORGE A. WENTZ, P.E.,
Vice President

By: _____

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: MAY 25, 2015 (AS REVISED ON SEPTEMBER 2, 2015)

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES



Proposal:

Building Services



May 25, 2015

As Amended on September 2, 2015

May 25, 2015

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



Subject: Proposal: Building Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear David and Other Selection Committee Members,

To assist you with delivering building and safety plan check and inspection services, HR Green California, Inc. (HR Green) is poised to assign highly experienced, local staff with a successful track record of providing highly responsive, well-planned, and quality services in the most cost-effective manner possible to agencies of similar size on an on-call, as-needed basis.

Going through a rigorous assessment and selection of your as-needed contract building services provider offers Laguna Hills tremendous service delivery opportunities to enhance quality, responsiveness, community buy-in, and collaboration that meet your performance benchmarks/timelines and maximize your net revenue while streamlining the approval process. The following are some key questions that should be asked:

- ☒ Can our organization and operations be more effective?
- ☒ Are we implementing appropriate Building and Safety processes and procedures?
- ☒ Are there opportunities to increase revenues and enhance services to our community?
- ☒ Can we operate more efficiently and spend less?
- ☒ How to maximize use of "green" electronic plan review and permit tracking solutions?
- ☒ Can services be enhanced while not increasing costs?
- ☒ Are we as customer-oriented and responsive as possible?
- ☒ Can we improve communication and transparency?
- ☒ Can we shift to a more citizen-driven code compliance standard?

If so, this may be an appropriate time to re-visit service delivery methods that identify better ways of doing things.

HR Green is Best Qualified to Perform the Services Requested

HR Green brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, thorough inspections, helpful counter support, and effective working relationships with cities and counties. Our plan check, inspection, and code expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

Proven Building and Safety Plan Check & Related Services Track Record

- ✓ Firm has existed 100+ years / California operation for 10+ years / 35+ public agencies and municipalities throughout California / 350+ employees
- ✓ Currently provide building plan check and inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Charter and current Board member of Institute for Sustainable Infrastructure (ISI) and APWA to develop and implement Envision™ rating system, a project assessment/guidance tool for sustainable infrastructure design
- ✓ Participate in ICC national code development process and State code committees
- ✓ Only serve public agencies = No conflict of interest

Phone: 714.287.2275 Fax: 714.333.1886
1100 Town & Country Road, Suite 1025
Orange, CA 92868
E-Mail: gwentz@hrgreen.com

Successful Working Relationship with City of Laguna Hills

- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Current on-call engineering consultant
- ✓ Various HR Green staff have served City since incorporation

Technical Competence Delivers Flexibility, & Quality

- ✓ Registered engineers/architects; ICC, LEED, CASp, General Permit Qualified SWPPP Practitioner and Developer-certified staff exclusively dedicated to building and safety plan check, inspection, and NPDES compliance
- ✓ Staff members average 25+ years of building and safety expertise
- ✓ All proposed staff have worked as public agency employees

Local Staff Commitment and Accessibility

- ✓ Key staff live in Orange County, as well near Laguna Hills / Corporate office in Orange
- ✓ Proposed staff have served 8 cities in Orange County as well as County of Orange
- ✓ Key staff actively involved in ICC Orange Empire Chapter, including serving on Executive Board

Reggie Meigs, CBO – Local Building Official Expert

- ✓ 40 years of full-service Building & Safety expertise / 30+ California agencies
- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Currently overseeing building plan check/inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- ✓ Education Committee member, ICC Orange Empire Chapter
- ✓ Served on multiple CALBO committees
 - Computerization of Building Departments and Disabled Access and Occupancy Groups
- ✓ Proficient in using various permitting and tracking database systems
- ✓ Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

Best Practices/State-of-the-Art Processes to Efficiently Manage Turnaround Time & Cost

- ✓ Electronic/digital plan check expertise
- ✓ Proposed staff has trained building plan check and inspection in latest codes and best practices
- ✓ Web-based project tracking / Proficiency using numerous code and permitting database systems

Cost-Effective Compensation Schedule

- ✓ Sliding scale approach will benefit City during periods when revenues are high
- ✓ Maintain appropriate consultant staffing levels during low periods of permit activity

We specialize in providing on-call, as-needed staff services to realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability. We also are a leader in **transition services** of Building and Public Works Departments in California. Most recently, we helped the City of Jurupa Valley transition from the County and are providing comprehensive Building and Safety services for a population of nearly 100,000. Of the 28 cities in Riverside County Jurupa Valley ranks the **second most cost-effective** per capita in delivering services in the region. Over the past three years we have achieved a **98% success rate for on-time building plan reviews** and **100% success rate for on-time inspections**; realized a **35% decrease in permit processing costs and inspection fees** to applicants (while enhancing services); and **full cost recovery** for code compliance and building and safety services, including monies to fund the City's administrative costs.

As a result of our in-depth public sector experience and knowledge of the City, our staff can mobilize quickly and deliver the expertise and resources to meet your as-needed building services in a very professional, customer-oriented manner.

Very truly yours,

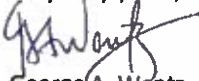

George A. Wentz, PE
Principal-in-Charge





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General Information

Prime Firm Profile

HR Green California, Inc. – Prime Consultant

In business for more than 100 years HR Green, Inc. (HR Green) perennially ranks as one of *Engineering News Record's* Top 300 Design and Top 100 Construction Management Firms in the United States. The firm has more than 350 employees and 15 offices throughout the United States, including a Southern California office in Orange. HR Green has maintained California operations since 2004, and in 2012 established a separate California corporate entity, HR Green California, Inc.

Our staff members are registered engineers and architects, CABO-certified building officials, ICC-certified plans examiners and inspectors, and certified water quality developers/practitioners(QSD/QSP) and accessibility (CAsp) specialists. HR Green staff members have played a key role in the evolution and growth of agencies throughout Southern California.

Building and Safety

- Code Interpretations
- Building Plan Review
- Organizational Review
- Building Inspection
- Chief Building Official
- Permit and Counter Staffing
- CAsp Assessment and Consulting
- Public Education and Outreach
- Staff Training
- Standards and Procedures Development

Program Management

- Departmental Management
- Interim Staff Support
- Staff Augmentation / Shared Services
- Organizational Reviews / Analysis
- Fee and Rate Reviews
- CIP Funding and Administration

Public Agency Consulting

- Alternative Service Delivery
- Regulatory Compliance
- Growth and Impact Analysis
- Civil and Transportation Engineering
- Grant Writing and Administration
- Stormwater Quality Management
- Geographic Information Systems (GIS)
- Operations and Maintenance Management

Civil Engineering Plan Review

- Entitlement
- Grading
- Drainage
- NPDES / Water Quality Compliance
- LID / Hydromodification
- Sewer
- Water
- Traffic
- Map
- Standards and Procedures Development

Code Compliance

- Establish Processes
- Investigations
- Reports
- Automated Tracking System
- Staff Augmentation
- Cost Recovery Analysis

Construction Management

- Constructability Review
- Construction Administration
- Inspection
- Quality Assurance / Quality Control
- Claims Management
- Resident Engineering
- Owner's Representative
- Site Management

From strategic planning through delivery of a successful project, we bring our public agency clients a full range of integrated services that address their needs, no matter how big or small.



General Information

A cornerstone of our expertise is the provision of **as-needed building safety, code compliance, civil plan check, and NPDES compliance services to 50+ California agencies**. All our staff members have been public agency employees or augmented public agency personnel, and know and understand government processes. Consequently, we are ready to step in immediately, at whatever level you require, to bring one, integrated source to meet your needs. Our firm and staff is noted locally for our ability to successfully build consensus among a variety of public agency, regulatory, permitting, and community stakeholders and oversee the successful delivery of community-sensitive projects.

Organizational Stability and Strength

Since being founded in 1913 HR Green has long maintained a **strong and vibrant financial condition**. Last year's revenue exceeded \$55 million. Our firm continues to have a strong balance sheet, is well capitalized, and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

The California management team has worked together for more than 25 years and has strategically established a proven network of in-house building and safety, code, and NPDES experts, all of whom bring an average of 25+ years serving Southern California public agencies.

Company Size

- 355 employees / 40 in Southern California

Location of Offices

- 15 offices throughout U.S.
 - California (1)
 - 1100 Town & Country Road, Suite 1025, Orange, CA 92868; T: 855.900.4742; F: 714.333.1886
 - Colorado (1)
 - Illinois (5)
 - Iowa (3)
 - Minnesota (1)
 - Missouri (1)
 - Pennsylvania (1)
 - South Dakota (1)
 - Texas (1)

Years in Business

- 102 years

TRB + Associates **TRB + Associates, Inc. - Subconsultant**

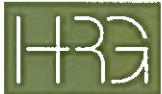
TRB + Associates, Inc. was founded in 2006 and is a California-based building safety services firm, providing plan review, inspection, building department administration, Delegate Chief Building Official, CASp and LEED consulting, and electronic plan check services. Their 23 Building Safety staff have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety services across the full range of code disciplines. Their firm is **certified as a micro small business**. They have extensive experience in commercial, residential, industrial, and institutional projects of all sizes and complexities (up to \$550 million in valuation), and are able to tailor solutions specific to your agency. The firm has provided building safety services to cities and counties. Also, for the past seven years TRB+ has assisted the California Energy Commission as a Delegate Chief Building Official on 13 projects. **Since 2010, TRB+ has successfully electronically reviewed and processed 5,000+ electronic submittal packages comprising 25,000+ documents using a web-based system.** HR Green has had a working relationship with TRB for four years.



General Information

Client References / Related Experience

A Track Record of Excellence

 HRGreen Services (Provided by HR Green Staff)	Representative Agencies																			
	County of Orange	City of Orange	City of Rancho Santa Margarita	City of Irvine	City of Costa Mesa	City of Anaheim	City of Tustin	City of Lake Forest	City of Los Alamitos	City of Palos Verdes Estates	City of Jurupa Valley	City of Corona	City of Murrieta	County of Los Angeles	City of La Puente	City of Claremont	City of Paramount	City of Manhattan Beach	City of Riverside	City of Lawndale
Orange County Region	✓	✓	✓	✓	✓	✓	✓	✓	✓											
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Building Safety Administration	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Building Plan Check	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	
Building Inspection	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Code Compliance		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓			✓	✓		✓	✓	✓
Permit Counter Assistance	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓
Accessibility Review/Consulting	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	

Building Plan Review and Inspection

County of Orange

Contact: Rose Fistrovic, PE, Program Manager
714.667.8858

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; Lonnie Partch; Stacy McCamey

HR Green Services			
✓ Architectural Plan Review	✓ MEP Plan Review		
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review		
✓ NDPES Compliance Review	✓ Disabled Access Compliance Review		
✓ Green Building Plan Review	✓ Building Inspection		

- HR Green currently has two related contracts with the County:
 - Building and civil plan check, on-site planning, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space
 - As-needed residential and commercial building inspection
- HR Green staff has provided building plan check, civil plan check, and map check review of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo)
- Electronic plan review / digital commenting





General Information

- Review structural, non-structural, mechanical, electrical, plumbing, universal design, disabled access, Title 24 energy, and green building plans; and local noise attenuation ordinances checking for conformance to the County standards, codes, regulations, and Conditions of Approval
- Review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval
- Maintains a 100% on-time review rate in accordance with the County and developer's fast-track timetable
- Electronically transmit response letters and tracking logs concurrently to developer, engineers, and County with hardcopy transmittal returned to County and developer team
- Proficiency using County's APPS program, enterprise system integrating all aspects of the planning, plan check, processing, inspection, and approval process for private development projects (new construction and renovation)

Full-Service Consulting

City of Jurupa Valley

Contact: Gary Thompson, City Manager
951.332.6464

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Keith Clarke, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; James Brogan, NCARB, CASp, CBO; Lucian Gunter IV, RA; Gladys Benavides; Erroll Lawson; Ron Anderson; Lonnie Partch; Bart Reis; Becky Brewington; Frank Unpingco; Stacy McCamey

"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."

Frank Johnston
Former Mayor (current Council Member)
City of Jurupa Valley

HR Green Services

✓ Architectural Plan Review	✓ MEP Plan Review
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review
✓ NDPES Compliance Review	✓ Disabled Access Compliance Review
✓ Green Building Plan Review	✓ Building Inspection
✓ Code Enforcement	✓ Permit Counter Support
✓ Building Official	✓ City Engineering
✓ CIP Administration	✓ Civil Engineering
✓ GIS	✓ Construction Management
✓ Traffic Engineering	✓ Value Engineering
✓ Grant Funding/Administration	✓ Public Works Maintenance
✓ Infrastructure Inspection	✓ City Management

- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / **Second most cost-efficient city in Riverside County** based on cost of service per capita
- Since 2011 City incorporation HR Green provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering
- Coordinated transition of all services from County to City
- 98% success rate meeting building plan review turnaround schedule
- 100% success rate achieving on-time building and infrastructure inspections
- Daily permit counter staffing
- Processed grading plans, improvement plans, and maps for 2,000+ new residential units (2,100+ sheets annually: 100% on-time review)
- Review 150+ new planning projects annually





General Information

- 2,000+ improvement/encroachment permit inspections annually (100% on-time track record)
- 2,000+ building reviews annually (98% on-time review track record)
- 6,500+ building inspections annually (100% completed on-time)
- 1,500+ building permits issued annually / Issue >60% of permits over the counter
- 1,100+ building permit applications finalized
- 1,100+ code enforcement inspections annually
- 100% compliance providing permit inspections within 24 hours
- Developed Local Implementation Plan and provide NPDES compliance inspection
- Costs in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs – an estimated 20 – 35% reduction
- Less time taken in responding to resident inquiries and in processing development applications
- Staffing level flexibility to “right-size” quickly for dynamically changing needs and priorities

Building and Safety Services

City of Orange

Contact: Rick Otto, Interim City Manager
714.744.2222

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; James Brogan, NCARB,
CASp, CBO; Lonnie Partch



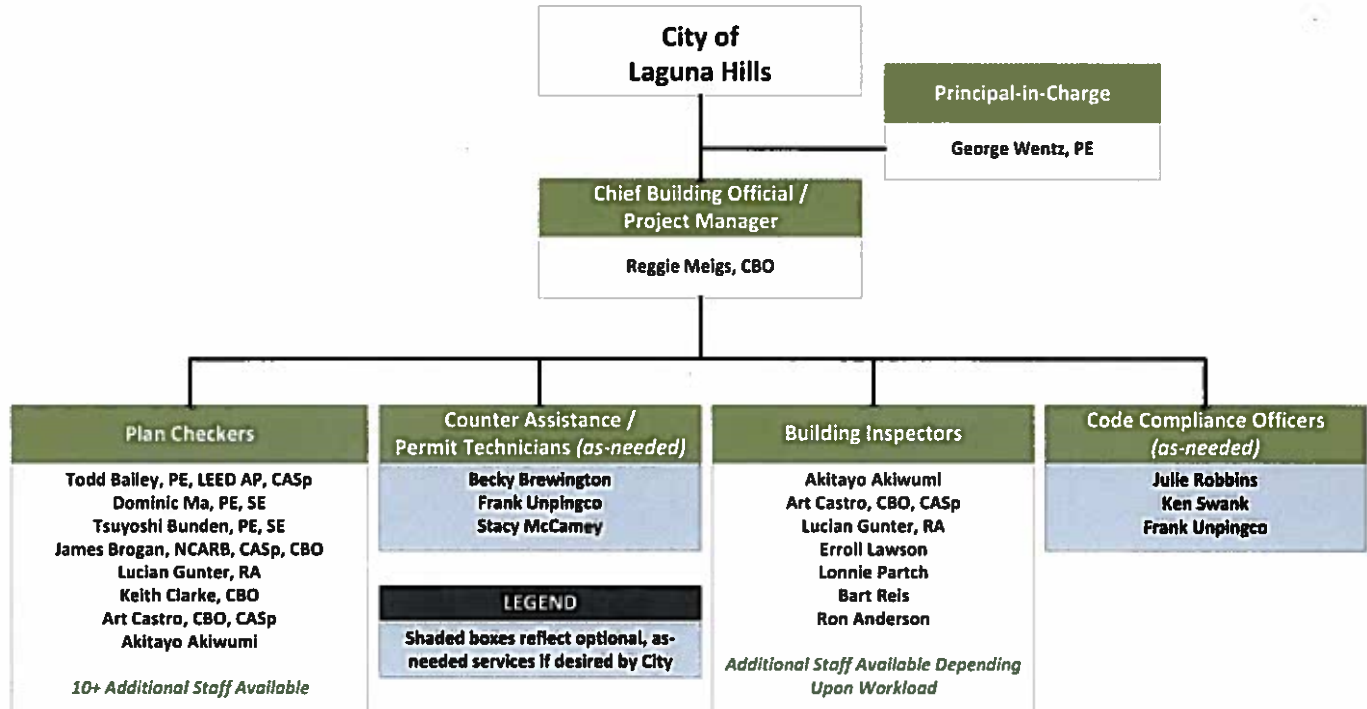
HR Green Services			
✓ Building Plan Review Oversight	✓ Chief Building Official		
✓ Building Inspection/Oversight	✓ Code Compliance		
✓ Permit Counter Oversight	✓ Organizational Recommendations		
✓ Standards & Procedures	✓ Reports and Studies		
✓ Code Interpretation	✓ Permit Database Development		

- **HR Green** provides interim Building Official and code interpretation services through the assignment of **Reggie Meigs, CBO**
- Administered Building Safety Division, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations
- Supervised and trained persons assigned to the building division
- Provided assistance and consultation to the City pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters
- Generated monthly performance and progress report for Building Safety Division
- Assisted in the development of a custom permit tracking program that saved the City money
- HR Green staff inspected residential and commercial buildings for compliance to approved plans and codes



General Information

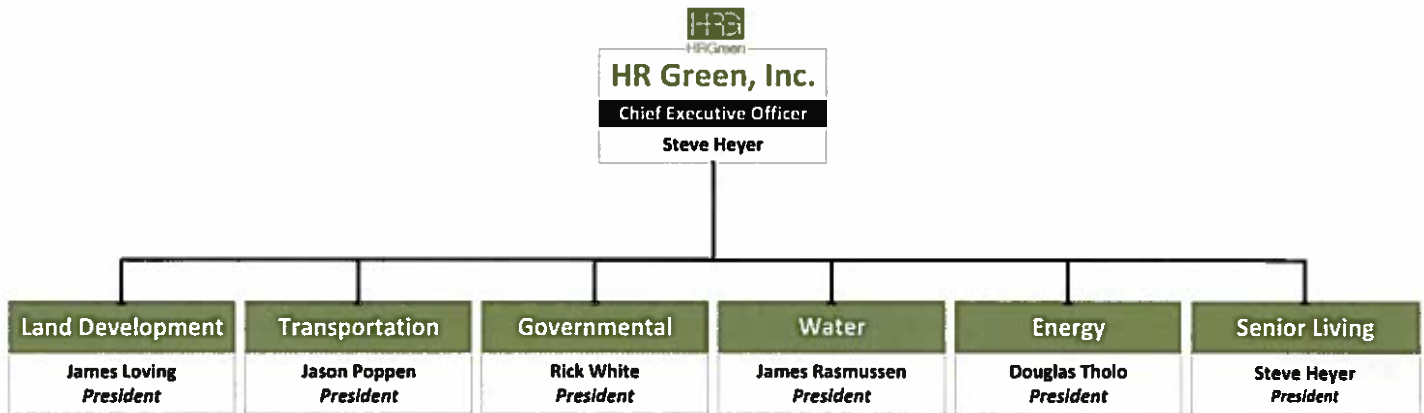
Proposed Team Organization Chart



General Information



Corporate Organization Chart



Number and Position Titles of Staff

Position Titles of Staff	Number of Staff	
	HR Green (Prime)	TRB + Associates (Sub)
Engineers	114	11
Engineering Associates	49	
Building and Safety Specialists	20	10
Architects	4	2
Environmental Specialists	22	
Planners	6	
Construction Managers	4	
Construction Inspectors	34	
Landscape Architects	4	
Land Surveyors	8	
Technicians	43	
Administrative	47	1
TOTAL	355	24



Qualifications of Proposed Staff

HR Green is proposing a full range of multi-faceted staff members. Our contract-specific organization chart is shown on with resumes included on the following pages. Following contract award, qualified, proposed personnel will be identified and presented to the City for interview, if desired, and approval. Moreover, should the City so desire, we are open to hiring current consultant personnel at the City interested in joining HR Green. We will provide a staff and resource management plan that is appropriate to the nature of your permit activity, planned activities, and special projects/initiatives. Our proposed staff has successfully done this for other agencies. We will respond to City needs whenever City resources cannot respond to demand.

George Wentz, PE, will serve as **Principal-in-Charge**. He brings 40 years of municipal management and building and safety oversight along with expertise in Alternative Service Delivery and Transition Services. He will ensure that corporate resources are brought to bear for the successful delivery of these as-needed services. George will assure that the staff and resources are available to serve the City as promised. He will also evaluate our services on a regular basis for quality assurance. He has served as Principal for 30+ Building and Safety and multi-disciplined engineering contracts in California, including 10+ other Orange County cities and the County, as well as Building Official.

Reggie Meigs, CBO, will serve as our **Building Official**. Reggie brings 40 years of building and safety administration experience. He has extensive experience in expert code interpretation, management of building safety and code enforcement operations. He will be the main point of contact to the City for our services. For other assignments he will evaluate the proposed scope of services and the required skill set to perform the work needed. Differentiators he brings include:

- 40 years building and safety management experience / 30+ California agencies
- Building Safety task leader for two current County of Orange contracts:
 - A/E support services for planning, plan check, and inspection of major planned developments, including Planning Area 2 of the Ranch Plan
 - As-needed residential and commercial building inspection
- Currently preparing a status report for City's Community Development Department
- Building and Safety Administrator, County of Los Angeles for 19 years
- Supervising Training Officer of 100+ building plan reviewers and inspectors, County of Los Angeles
- County of Los Angeles Supervising Building Engineering Associate overseeing building inspection and plan check services for the Cities of Artesia and Cerritos
- County of Los Angeles Supervising Building District Engineering Associate for Universal Studios, Malibu, Marina Del Rey, Lennox/Firestone area, East Los Angeles, Lomita, and City of Commerce
- Managed building plan review, public counter assistance, and/or inspection for various Southern California Cities of Orange, Artesia, Cerritos, Jurupa Valley, Lancaster, West Hollywood, and Bellflower
- Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- Served on multiple CALBO committees (e.g., computerization of building departments, Disabled Access and Occupancy Groups)
- Proficient in using GovClarity, ePlanSoft, Accela, SunGard HTE, CRW, GovOutreach Code Enforcement and CRM Programs, and Various Database Systems
- Code Committee member, State Fire Marshall's Committee for Residential Care Facilities



Qualifications of Proposed Staff

Reggie Meigs, CBO

Chief Building Official / Project Manager

Education / Certification

College Coursework, Civil/Electrical Engineering
CABO Registered Building Official CBO #1003
ICC Certified Professional Building Official #5215342-CB

- ✓ **40+ Years Municipal Building and Safety Experience**
- ✓ **Achieved 98% Track Record Completing Plan Reviews within Schedule, 100% Track Record Completing Next Working Day Building Inspections, and 90% Cost Recovery On Code Enforcement**
- ✓ **Served on Multiple CALBO Committees**
- ✓ **Proficient in using Various Database Systems**

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

Building and Safety Assessment, City of Laguna Hills, CA. Project Manager for assessing the City's Building and Safety permit processing and inspection processes and providing a report on findings.

A/E Planning and Engineering, County of Orange, CA. Building and Safety Task Leader overseeing building plan review and inspection efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Project Manager for as-needed building inspection of residential and commercial building facilities throughout the County.

Chief Building Official, City of Orange, CA. Managed the Building and Safety Division. Prepared budgets for several sections within the division, managed an in-house staff of 19 employees and oversaw contracts with two plan check firms. Also assisted in the development of a custom permit tracking program that saved the City \$20,000.

Building Plan Check and Inspection, County of Los Angeles, CA. District Engineering Associate and Senior Building Engineering Inspector/Office Manager. Trained 100+ building plan checkers and inspectors. Oversaw building inspection and plan check services for the Cities of Artesia, Cerritos. While at County served in administrative capacity (Building Engineering Associate or Administrative Manager) for areas of Malibu, Marina Del Rey, Lennox/Firestone area, City of Commerce, East Los Angeles, and Lomita.

Chief Building Official, City of Jurupa Valley, CA. Manages the City's Building and Safety Department overseeing plan review, permit counter assistance, inspection, and code enforcement. Established and updated building codes. Building plan reviews are checked for compliance with building codes and access requirements, as well as any adopted codes to promote sustainability. Reviews include architectural, structural, mechanical, electrical, plumbing, green, and energy. Accessibility Code Enforcement includes managing complaints, investigating potential violations and enforcing the City's codes.

Chief Building Official, City of Riverside, CA. Managed the City's Building and Safety Division, supervising 21 full-time employees. Developed programs to track permits and inspections as part of the City's program of office automation, which drastically improved efficiency. One major project under his oversight involved overseeing the Building Safety plan review and inspection for the Riverside Municipal Airport expansion (hangers, office space, and other buildings).

Chief Building Official, City of Berkeley, CA. Responsible for the City's plan checking, inspections, housing code enforcement and counter administration and supervised a staff of 22 employees. Implemented a "One Stop Permit Center Process" which reduced plan check turnaround time from 8-12 weeks to 1-2 weeks without hiring additional staff.



Qualifications of Proposed Staff

Chief Building Official, County of Solano, CA. Supervised and managed the newly created division of Building and Safety and implemented a variety of efficiency measures. Managed counter permit support, a plan check consultant and combination building inspectors. The division was organized and developed to restructure individual trade inspectors into combination inspectors. Many additional cost saving measures were implemented as well, such as creating inspection territories, converting city car use to mileage reimbursement, and improving plan check processes to minimize expenses and maximize customer service.

Chief Building Official, County of Monterey, CA. Interim Building Official managing day-to-day operations of all Building and Safety services encompassing two offices in the county, one in Salinas, and the other at Ford. Managed both County and contract staff (plans examiners, inspectors, permit technicians) and assisted the department through a transition into consolidating the two offices with a third office in King City. Managed a staff of 40 personnel and provided training as requested. Oversaw the permit center and helped implement a new permit system and on-line system.

Chief Building Official, City of San Ramon, CA. Helped expand services (code enforcement), added services at the front counter and incorporated local Fire District and Engineering Department representatives to create a true "One Stop Shop". Assisted the Building Division with streamlining the Building Permit computer system and helped implemented and design new software to assist the code enforcement section in maintaining their case files. Achieved 90% cost recovery on code enforcement.



Qualifications of Proposed Staff

George Wentz, PE ***Principal-in-Charge***

Education / Registration
Master, Public Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #43273

- ✓ **40+ Years Municipal Services Management**
- ✓ **Principal, Building & Safety, Engineering, and/or Public Works Services to 10+ Orange County Cities**
- ✓ **Transition Services, 7 Agencies**
- ✓ **Principal, 30+ Building & Safety, Public Works, and Engineering Contracts**

George brings over 40 years of municipal management experience, overseeing the full range of municipal services. His responsibilities have included service as a City Manager, Assistant City Manager, City Engineer/Public Works Director and Building Official. George has served more than 30 cities and counties throughout California in delivering contract services, including the City of Laguna Hills.

George has directed and administered or delivered on-call support to full city contract services. His responsibilities have ranged from accountability for managing the full range of services to managing day-to-day operations and all related activities associated with the unique contract for particular city. As Principal-in-charge, he takes a leadership role to oversee services being delivered to each client. His managerial experience and high level of success is well documented and recognized by the cities he has served. He has worked in various size cities – from small population cities to large. George understands that each has a particular uniqueness that needs to be respected for each agency.

He is recognized in the field as having a unique talent in working well with City Managers, City Councils, boards, commissions, committees, ad-hoc groups, and staff to achieve desired agency results. He understands the importance of community relations and maintaining a servant's attitude and delivering what is promised. George understands working in high profile communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts. George has also spend time on master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities.

On-Call Engineering, City of Laguna Hills, CA. Principal-in-Charge for provision of various engineering and inspection services on a task order basis. One current assignment involves the review of the City's Building and Safety permit processing and inspection processes.

Building and Safety Services, City of Mission Viejo, CA. Principal-in-Charge for provision of Building and Safety services to manage plan check, code interpretation, inspection, and permit counter support.

Building Plan Check and Inspection, County of Orange, CA. Principal-in-Charge for building and civil plan review, inspection, and planning efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Principal-in-Charge for as-needed building inspection of residential and commercial building facilities throughout the County.

Building and Safety Services, City of Orange, CA. Principal-in-Charge for provision of interim Chief Building Official services to manage plan check, code interpretation, inspection, and permit counter support.

Transition Services, City of Rancho Santa Margarita, CA. Principal in Charge responsible for leading incorporation activities for newly incorporated City with a population of roughly 48,000. Oversaw multi-faceted consulting involving Building and Safety, Public Works, and Engineering services.



Qualifications of Proposed Staff

Management/Operations, City of Jurupa Valley, CA. Assistant City Manager responsible for oversight of all operations of the City except finance and legal services. This includes: Planning/Community Development, Engineering, Public Works, Building & Safety, Code Enforcement, Development Services, IT, E-government, Inspection, and Counter Services. Under George's leadership, HR Green, Inc. provides all City Engineering, Public Works, Building/Safety and Code Enforcement contract services to the City. HR Green, Inc. was responsible for transitioning all services away from Riverside County. Since the transition, permitting processing costs and inspection fees to applicants has been reduced by 35% (while enhancing services). In addition, we have maintained 100% success rate for on-time plan reviews and inspections; garnered more than \$4 million in grant funding; achieved full cost recovery for departmental services; and delivered 200% more in roadway construction projects. Recently, he oversaw the relocation and consolidation of all city departments under a compressed schedule to a renovated multi-story building which involved major tenant improvements to accommodate all city staff.

Transition Services, Various Southern California Cities. George has transitioned services for 7 cities in southern California. In particular, he has started three newly incorporated cities, including **Cities of Jurupa Valley, Rancho Santa Margarita, and Menifee, CA.** These transitions have included all services. Those that were not transitioned would be new startups. He is considered an expert in the field of delivering contracted services and how to ensure that agencies optimize and balance in-house and contract support.

He has served in the following roles and/or completed the following projects:

- Building Official, City of Rancho Palos Verdes (oversaw building safety and inspection)
- Public Works Director/City Engineer, City of Rancho Palos Verdes (oversaw public works, engineering, inspection and CIP)
- City Manager, City of Menifee (all city services)
- Assistant City Manager, City of Jurupa Valley (services include Building and Safety, Engineering, Public Works, inspection and CIP)
- Principal – Various Building & Safety and/or Public Works/Engineering assignments for County of Orange, Cities of Mission Viejo, Laguna Hills, Laguna Niguel, Orange, San Clemente, Manhattan Beach, Hermosa Beach, Redondo Beach, Palos Verdes Estates, Rolling Hills Estates, Rolling Hills, Torrance, Chino Hills, and Corona
- Public Works Director/City Engineer, City of Rancho Santa Margarita (oversaw all engineering, public works and building safety and inspection)
- Interim City Manager, City of Rancho Santa Margarita (all city services)
- Public Works Director/City Engineer, City of Diamond Bar (all engineering and public works)



Qualifications of Proposed Staff

Todd Bailey, PE, LEED AP, CASp ***Building Plan Reviewer***

Education / Registration / Certification

Master of Business Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #56425
ICC Certified Plans Examiner (#1042706-60)
LEED Accredited Professional
Certified Accessibility Specialist (CASp-229)

- ✓ **20 Years Municipal Building and Safety Experience**
- ✓ **Building Official, Plan Check, Code Enforcement, Inspection Oversight, Permit Counter, and Engineering Expertise**
- ✓ **Building Plan Review, 30+ Agencies**
- ✓ **Helped Develop Award-Winning Electronic Plan Review Solutions**

Todd has 20 years of experience in the Architecture/Engineering/ Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review services to 30+ jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

His experience includes working with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Project Management / Administration

Served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on 13 natural-gas fired power projects and one wind power generation facility having a combined valuation of over \$3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects. Through implementation of an electronic plan document submittal process, projects realized an approximate 10 percent cost savings for project applicants. Since 2010, he has successfully overseen the electronic review and processing of 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.

Electronic Plan Review / Digital Workflow Solutions

Co-developed and successfully implemented electronic workflow initiative to accelerate review and approval of power project design documents for the California Energy Commission (under previous firm). Program featured by Adobe Systems Inc. and received various awards.

Current clients with whom Todd has worked include:

A/E Planning and Engineering, County of Orange, CA. Building Plan Check Engineer for planned developments in the county. Currently, focusing building plan review on the Ranch Plan (Rancho Mission Viejo), County's largest development.

Building and Safety Services, City of Jurupa Valley, CA. Building Plan Check Engineer providing structural, non-structural, Title 24 accessibility, mechanical, electrical, and plumbing plan review services for industrial, commercial, and residential development.



Qualifications of Proposed Staff

Dominic Ma, PE, SE ***Building Plan Reviewer***

Education / Registration / Certification
Master of Science, Structural Engineering
Master of Public Administration
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #1920
Registered Civil Engineer, CA #20018
ICC Certified Plans Examiner

- ✓ **30+ Years Municipal Building and Safety Experience**
- ✓ **Structural Review Expertise**
- ✓ **Extensive Experience Reviewing Tenant Improvements**

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. His experience includes working for more than 30 years as a plan check engineer for various California cities. Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction.

Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7-05/10, and when applicable FEMA, ASCE 41, NEHRP provisions. In his plan review work, Dominic has regularly reviewed 3-dimensional computer model analyses and has a thorough understanding of dynamic analysis methods. He has experience with base-isolated systems from his time as the plan review supervisor with the City of Oakland. Specifically, he coordinated the review of the following projects.

- The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The \$190 million, 224,000 square foot structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The \$45 million, 245,000 s.f. project is 9 stories high and built with steel frames. Wall on north-west corner is fitted with curved glass panels. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire safety protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 story condominium building, budgeted at \$150 million.
- Oakland Airport (Expansion and interior remodeling). A \$350 million Terminal Improvement Program. This Terminal 2 improvement project used "green building" technology and includes a new concourse with five additional boarding gates and waiting areas; and security and baggage claim facilities.

Additional plan review projects also included:

- Costco (New retail store and building addition)
- Bayfair Mall (Tenant improvements)
- Century 21 Theatre
- Dialysis Clinic
- Bay Area Veterinary Specialists (Pet hospital)
- San Leandro Honda and Nissan
- San Leandro Hospital (Tenant improvements)
- Carlton Plaza assisted living facility
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento



Qualifications of Proposed Staff

Tsuyoshi Bunden, PE, SE

Building Plan Reviewer

Education / Registration / Certification
Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #3508
Registered Civil Engineer, CA #32858
ICC Certified Plans Examiner
SAP / ATC-20 Certified

- ✓ **25+ Years Municipal Building and Safety Experience**
- ✓ **Structural Review Expertise**
- ✓ **Expert Witness to California State Board of Registration**

Tsuyoshi has more than 25 years of engineering experience. He has in-depth experience operating and managing various private, commercial, and public projects and has performed structural plan review on projects of high complexity. His experience encompasses design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal. Of note, he is an expert witness for the California State Board of Registration. He specializes in investigative and forensic engineering and evaluation of structures. His plan review experience includes:

Industrial

- Lodi Energy Center Project, \$500 million valuation, Lodi, CA
- Russell City Energy Center Project, \$800 million valuation, Hayward, CA
- Walnut Creek Energy Park Project, \$500 million valuation, City of Industry, CA

Mixed Use and Multi-Unit Projects

- 1500 N. California Project, Walnut Creek, CA – 4 story residential over 3 levels of concrete podium structure.
- Colonnade, Los Altos, CA – 4 story residential over 2 levels of concrete podium structure.
- The Arroyo, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Walnut Creek Apartments, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Oak Park Village Condominium, Cupertino, CA
- Villa Vasconcellos Senior Housing, Walnut Creek, CA
- Seabright Breakers Condominium, Santa Cruz, CA

Commercial

- New Safeway Supermarket, Los Altos, CA
- New Neiman Marcus Building, Walnut Creek, CA
- New Dick's Sporting Goods Store, Pleasant Hill, CA
- Skywalker Ranch - New Bridge, Marin County, CA

Educational

- Tri-Valley Learning Center, Livermore, CA
- New Montessori School, Livermore, CA

Healthcare

- Marin County Health Campus, Marin County, CA

Structural Design

- Steinbeck National Center, Salinas, CA
- San Mateo Transit Center, San Mateo, CA
- Federal Reserve Bank, San Francisco, CA
- Soledad City Hall, Soledad, CA
- Hollister Japanese Temple, Hollister CA
- CA Dept. of Corrections, Correctional Facility, Delano, CA



Qualifications of Proposed Staff

James Brogan, NCARB, CASp, CBO ***Building Plan Reviewer***

Education / Registration / Certification

Bachelor of Science, Architecture

Architect, CA #C20778

Architect, HI #AR-1096

Architect, NV #1741

Architect, WI #9185-005

National Council of Architectural Registration Boards, NCARB # 36,223

Council of American Building Officials, CABO Building Official # 687

International Code Council, ICC Plans Examiner #92430-60

California Certified Accessibility Specialist, CASp #053

ACE Certified Expert Witness

- ✓ **35+ Years Municipal Building and Safety Experience**
- ✓ **Building Official, Plan Check, ADA, and Expert Witness Expertise**
- ✓ **Code Consultant to Southern California Cities**

Jim brings nearly 40 years of diverse building and safety experience, serving as Building Official, Plan Check Engineer, ADA Coordinator and Expert Witness. He has consulted on construction, building codes, and Disabled Access requirements (both California State Title-24, and the Federal Americans with Disabilities Act). Jim has taught building code, plan review, ADA and Title 24 seminars. Moreover, he has served as an ADA expert, preparing ADA compliance surveys for major hotels, medical office and hospital buildings, recreation facilities, municipal golf course, public parks, office buildings, large residential developments, and Las Vegas hotels and casinos.

Below are specific public agency assignments:

Senior Plan Check Engineer, City of Irvine (15 years)

Building Official, City of Lake Forest (6 years)

Lead Plans Examiner, City of Orange (7 years)

Also served as Building Official for the approval of Alternate Means and Methods per section 105 of the UBC and for granting permit and plan check extensions, as well as ADA Coordinator for City owned facilities.

A/E Planning and Engineering, County of Orange, CA. Building Plan Reviewer for planned developments in the county. Currently, focusing services on the Ranch Plan, County's largest development.

Building Safety Plan Review, City of Jurupa Valley, CA. Building Reviewer for industrial, commercial, and residential development.



Qualifications of Proposed Staff

Lucian Gunter, RA

Building Plan Reviewer/Inspector

Education / Registration
Bachelor of Architecture
Registered Architect, CA #22358

- ✓ 29 Years Municipal Building and Safety Experience
- ✓ Municipal and University Building Plan Review Expertise

Lucian has diverse architectural experience on a wide variety of projects, nine years of which have involved architectural, mechanical, electrical, plumbing, fire, fire alarm, life-safety plan review experience for city, university, architectural and private clients. He has an ability to produce a fully code compliant building suitable for permitting/ issuance. He has issued permits at cities and spent time engaged in Building Official duties and responsibilities as well as field reviews and inspections. Lucian has consulted for code reviews on projects totaling over \$2.9 billion in total construction costs within the past 10 years.

Building Plan Review, City of Lake Forest, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements. Some of the projects reviewed included:

- Oakley World Headquarters - New Construction and Facility Upgrades
- Petsmart (Foothill Ranch) - New Construction
- Intertek Testing Agency - Tenant Improvements
- Holiday Inn - New Construction
- Mercedes Benz - Foothill Ranch - New Construction / Renovation
- Saddleback Church - "The Refinery" - New Construction
- Foothill Ranch Community Church - Renovation
- Western Digital - Tenant Improvements
- Albertsons - Tenant Improvements
- Prothero Retail Center - New Construction / Tenant Improvements
- Lakewood Gateway Center - New Construction / Tenant Improvements
- Cal National Bank - Tenant Improvements
- Public Storage - New Construction
- 80 + Restaurants - New Construction and Tenant Improvements (Lucille's / Johnny Carrino's / Red Robin, etc.)
- 30 + Dentist Offices - Tenant Improvements

Building Plan Review, County of Orange, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review, Various California Cities. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review and Inspection, University of California, Irvine. Full service architectural services, including campus building plan and specification review and inspections for administrative, research and classroom laboratories, computer and bio-science facilities.

Building Plan Review and Inspection, University of California, San Diego. Full service architectural services, including campus building plan and specification review and inspections for more than \$1 billion in building facilities.



Qualifications of Proposed Staff

Keith Clarke, CBO

Building Plan Reviewer

Education / Certification

College Coursework

ICBO Certified Building Inspector #10335

ICBO Certified Combination Inspector #11934

ICBO Certified Accessibility Inspector #67514

ICBO Certified Spray Applied Fire Proofing Inspector #76423

AACE Certified Code Enforcement Officer #86534

AACE Certified Housing Enforcement Officer #81040

AACE Certified Zoning Enforcement Officer #78952

IFCI Certified Uniform Fire Code Inspector #60223

IFCI Certified Company Officer Fire Code Inspector # 0126960-69

Orange County Certified Reinforced Concrete Inspector #410

Orange Count Certified Masonry Inspector #410

CABO Certified Building Official #824

National Academy of Code Administration, Certified Professional Code Administrator

State Fire Marshal, Certified Fire Prevention Officer I

ICS 100 Disaster Preparedness

ICS 200 Disaster Preparedness

ICS 300 Disaster Preparedness

ICS 700 Disaster Preparedness

Licensed General Contractor #731001

- ✓ **30+ Years Municipal Building and Safety Experience**
- ✓ **Building Official, Plan Check, Inspection, and Code Enforcement Expertise**
- ✓ **Extensive Fire Code Experience**
- ✓ **Recipient of Various Building Safety Awards**

Keith brings more than 30 years of diverse building and safety experience, serving as Building Official, Plan Checker, Fire Prevention officer, Code Enforcement Officer, and Inspector for various California cities. His career has included serving in the following positions:

- Director of the Community Improvement Department, City of Costa Mesa
- Building Official, City of Costa Mesa
- Building Official, City of Eastvale
- Building Inspector, City of Corona
- Building Official/Director, City of Corona
- Acting Director of Parks and Community Services, City of Corona
- Building Official, City of Norco
- Deputy Building Official, City of Jurupa Valley
- Project Manager, City of La Habra Heights (construction of a new Fire Station)
- Deputy Concrete and Masonry Inspector, Various California Cities

Awards Received:

Building Inspector of the Year, Citrus Belt Chapter

Building Official of the Year, Citrus Belt Chapter

Lifetime Achievement Award, Citrus Belt Chapter

Building Department of the Year, Citrus Belt Chapter

CALBO (California Building Officials) Building Department of the Year

CALBO, Building Official of the Year

CALBO, Hall of Fame Award



Qualifications of Proposed Staff

Art Castro, CBO, CASp

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Civil Engineering
Building Inspector #087909-B5
Building Plans Examiner #087909-B3
Building Code Official #0847909-B6
Building Official #0847909-CB
Residential Combination Inspector #87909-R5
Nonresidential Energy Plans Examiner #NR-08-06-186308-09-3644
Residential Energy Plans Examiner #08-06-1863
California Access Specialist Program, CASp #330

- ✓ **Nearly 30 Years Municipal Building and Safety Experience**
- ✓ **Building Official, Plan Check, ADA Compliance, and Inspection Expertise**
- ✓ **Multi-Faceted Services to Cities and Counties Throughout California**

Art has 27 years of experience in code interpretation, administration, plan review of residential and commercial buildings and building inspections. He has reviewed more than 400 structural plans for more than 20 cities and 4 counties. His experience includes structural evaluation of un-reinforced masonry for seismic hazard reduction program, engineering analysis of wood, reinforced concrete, masonry and structural steel buildings.

Plan Review/Building Inspection, City of Jurupa Valley, CA. Handles on-site Structural and Non-structural plans examination as well as field building inspection activities.

Building Plan Review, County of Orange, CA. Provided on-site, over the counter plan reviews on residential and commercial improvements.

Building Safety Services, City of Claremont, CA. Provided building inspection of residential, commercial and industrial facilities. As interim Building Official shared a detailed fire and structural failure analysis in the public nuisance hearing expounding the danger and public hazard of an existing 200,000 square foot historical packing house. Completed the requirements of ISO Building Certification and Accreditation Grading system which helped earn a high score for the City in the grading system. Performed extensive research for a fee study analysis justifying a 200% increase in permit fees and assisted in code adoptions, annual budget proposals, budget controls, and automation of permit tracking. Resolved building employee grievances and built-up a proactive friendly user staff through positive daily interaction. Coordinated with various City departments, and outside agencies, such as, Engineering, Planning, Finance, Community Improvement, Water Resources, Solid Waste, Police, and Los Angeles County Fire Department to promote unified support of the neighborhood preservation program. Participated in Architectural Design Review session and City Departmental meetings.

Building Official/Senior Plan Check Engineer, City of La Puente, CA. Managed, planned, and organized the daily one stop permit issuance activities. Supervised the field inspection activities in coordination with Code Enforcement and Fire Authority. In-house review of residential and commercial plans in compliance with California Code of Regulations and Local Ordinance.

Building Inspection, City of Monterey Park, CA. Provided building inspection of residential, commercial and industrial facilities to comply with applicable codes and standards.

Building Plan Review, City of Livermore, CA. Plans Examiner performing structural evaluation and non-structural plan reviews. Assisted Building Official with code amendments and structural revisions. Coordinated with permit manager which resulted in an increase of plan check turnaround time from 85% to 96%. Familiarized the use of Sierra/Accela permit tracking system within the department.



Qualifications of Proposed Staff

Akitayo Akiwumi

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Mechanical Engineering
Bachelor of Science, Mechanical Engineering
ICC Certified Building Plans Examiner #5116944
ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ATC-20 Certified

- ✓ **15+ Years Municipal Building and Safety Experience**
- ✓ **Building Plan Check and Inspection Expertise**
- ✓ **Services to Cities and Counties Throughout California**

Akitayo has more than 15 years of building safety experience as a plans examiner and building inspector for cities and counties throughout California.

On-Call Building Inspection and Plans Examiner, City of San Ramon, CA. Primarily responsible for conducting residential and commercial architectural, mechanical, plumbing, electrical plan reviews and conventional light frame construction reviews for residential alterations. Performed over-the-counter plan checks, issuing permits, providing code resource service to customers' counter, email and telephone inquiries. Also, performed field inspections as and when needed. Projects worked on included:

- **Tenant Improvements** - Offices, restaurants, stores, warehouses, condominiums, apartment buildings.
- **Single Family Dwellings** - New constructions, additions and remodels.

Plans Examiner, Various Cities and Counties in California. Reviewed residential and commercial architectural (including disabled access), mechanical, plumbing and electrical plans with some basic structural reviews on an "as needed" basis. Advised designers on code issues. Assisted in the training of permit technicians and ancillary staff. Answered inquiries from customers relating to plan checks and other issues. Researched code issues at the request of building departments. Met with architects and designers prior to submittal of projects for review. Projects worked on included the following:

- **Supermarkets/Stores** - Safeway, Marin County; Cost Plus World, Tracy
- **Office Buildings** - Water Resources Building, Petaluma; Civic Center Annex, Daly City; Keiser Permanente, Tracy
- **Parking Garages** - Multi-story parking garages, Petaluma
- **Community Buildings** - War Memorial Community Center, Daly City
- **Apartment Buildings** - Los Spanos Apartments, Rohnert Park; Riverfront Apartments, Petaluma
- **Restaurants** - McDonalds; Starbucks; Taco Bell
- **Tenant improvements** - Offices, restaurants, stores, warehouses, residential homes, apartment buildings
- **Residential Units** - William Lyon Homes projects; Fort Irwin Military Community Housing project; Individual Single Family Dwellings (new, additions and remodels)
- **Cinemas** - Boulevard Cinema, Petaluma
- **Storage Buildings** - RS Storage, Rohnert Park



Qualifications of Proposed Staff

Becky Brewington

Permit Technician

Education

College courses in environmental planning

✓ **30+ Years Engineering, Planning, and Building Safety Support**

✓ **Permit Counter Technician, Various Agencies**

Becky brings 33 years of administrative experience, including performing diverse activities at a public counter for agencies. She has been commended for exceptional customer service skills and is familiar with MS Office (typing at 65 wpm), Geographic Information Systems, Land Management System Programs, Deposit Based Fee Programs and Oasis Time Entry Programs.

Permit Counter Services, City of Jurupa Valley, CA. Assisted in the development and implementation of all counter services for the newly incorporated city. Responsible for oversight, management and day-to-day counter services. Familiar with planning, engineering, public works, building & safety and code enforcement services. Issues permits as appropriate over-the-counter. Assigns, tracks and administers the plan review process to assure promised turnaround times. Administers the permit tracking process. Identifies and calculates permit fees and trust deposits on behalf of the city. Designs and prepares handouts. Expertise in handling the GIS system.

Permit Counter Technician/Regional Planner, County of Riverside Planning Department, CA. Reviewed development projects for compliance with department policies and procedures, coordinated project comments from other departments, wrote conditions of approval for projects and presented case at Director's Hearings. Performed field inspections and issued clearances for building permits on commercial and industrial projects. Responded to inquiries from the public regarding zoning, land use and case processing when assigned to the Public Information Counter.

Permit Counter Technician/Land Use Technician, County of Riverside Building and Safety Department, CA. Worked with homeowners, contractors and developers seeking building permits for residential, commercial and industrial projects. This entailed ensuring the proper Planning Department clearances were obtained for issuance of building permits. Responded to inquiries regarding land use and building permit information, and directed customers to the appropriate departments to obtain information, permits and clearances while assigned to the Public Information Counter.

Secretary, County of Riverside Building and Safety Department. Performed general secretarial duties including typing, scheduling meetings, maintenance of the Director's calendar, phone inquiries and mail distribution.



Qualifications of Proposed Staff

Frank Unpingco

Permit Technician/Code Compliance Officer

Education / Certification

Bachelor of Arts, Corrections
PC-832 Certification

- ✓ **15+ Years Code Enforcement and Construction Experience**
- ✓ **On-Site Permitting and Code Enforcement Assignments with Cities**

Frank brings more than 15 years of diverse code enforcement, permit counter support, and construction experience for cities in California. He possesses excellent interpersonal skills with a proven ability to develop easy rapport with others while building trust.

Permit Processing and Code Compliance, City of Jurupa Valley, CA. Manages code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, photo log, and issuing and tracking citations. Works counter to process permits and billing entries.

Permit Processing and Counter Support, City of San Ramon, CA. Processed and permitted over-the-counter building applications and accept payments. Answered phones. Provided information regarding basic building code and city ordinances to the public in a timely manner. Maintained customer-friendly environment. Weekend responsibilities included monitoring projects throughout the City, including garage and real estate signs.

Previously, Frank served as a Parking Control Officer in Carson for the Los Angeles County Sheriff's Department.



Qualifications of Proposed Staff

Stacy McCamey

Permit Technician

Education

Proficiency in Microsoft Suite of Applications and County of Orange APPS System

- ✓ **5 On-Site Administration Assignments Past 8 Years**
- ✓ **Extensive Support of Orange County and Local Cities**
- ✓ **Administration Support for Infrastructure and Building Projects Through Project Lifecycle**

Stacy has extensive experience in plan review and project administration for public agencies throughout Southern California. Stacy's responsibilities have included plan review administration, picking-up and distribute plans, scanning transmittals, developing correspondence, preparing project documentation, and project filing. Having worked with many municipalities in Southern California, she is extremely familiar with their specific procedures and policies and has knowledge of the local environment.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Coordinated and processed plan check data in the County's APPS software. Collection, allocation, entry, and reconciliation of plan check staff's billable/non-billable hours in County's database ensuring comprehensive records and consultant invoicing. Coordination, distribution, and oversight of plan check drawings and other project documentation making certain review schedules are met.

Plan Check Services, Cities of Lake Forest, Costa Mesa, Yorba Linda, Pomona, Corona, Bell, Menifee, Wildomar, Eastvale, and Temecula, CA. Picked-up and distributed drawings and other project documentation, scanned transmittals, and opened project numbers for plan check projects. Directed applicant coordination of accelerated plan check, including direct invoicing and collection of applicant's fees. In addition acted as a liaison for the City and provided administrative oversight to make certain the review schedules were met.

Project Documentation/Administration, City of Jurupa Valley, CA. Project Controls Administrator/Coordinator responsible for processing sub-consultant invoices, agreements, and file documentation associated with infrastructure and building facilities projects. Reconciliation of client invoicing with project backup (e.g. sub-consultant invoices, project related reimbursables, etc.).

Project Documentation/Administration, City of Bell, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with infrastructure and building facilities projects. Established and maintained filing system for both City departments for current and existing documents, including the archival of documentation per City and State procedures/guidelines. Maintain and coordinate office and field supplies responsible for determining and obtaining supplies/equipment for onsite staff and field crew.

Civic Center and Park Complex, City of Newport Beach, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with construction/project management of the project, including the organization of General Contractor and sub-consultants records. Maintained and coordinated office and field supplies and was responsible for determining and obtaining supplies/equipment for jobsite trailers, onsite staff and field crew. The \$125+ million project included a city hall building, one of the city's largest parks, a 450-space parking structure, and an expansion of the Newport Beach Central Library.



Qualifications of Proposed Staff

Erroll Lawson

Building Inspector

Education / Certification

California Building Official (CBO) Training

International Code Council (ICC) Seminars

FEMA certification from the Emergency Management Institution ICS-300

State of California OSHA Safety

- ✓ **25+ Years Building Inspection and Code Compliance Experience**
- ✓ **CBO, ICC, and FEMA Training**
- ✓ **Extensive Experience with Southern California Cities**

Erroll brings 25 years of experience in performing field inspections and code compliance investigations. He has exceptional knowledge of the various types of building construction, an ability to inspect buildings in accordance with prescribed methods and techniques and interpret land use regulations and building codes, and brings familiarity with various laws and regulations affecting the housing, land use and the zoning areas

Building Inspection, County of Orange, CA. Building Inspector for structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation associated with building structures/facilities tied to the Ranch Plan (Rancho Mission Viejo).

Building Inspection, City of Jurupa Valley, CA. Inspects structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checks the quality of building materials used. Prepares reports on the inspection process, such as any findings and recommendations. Advises owners and builders on construction methods.

Building Inspection, City of Covina, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process such as any findings and recommendations. Advised owners and builders on construction methods

Building Inspection, City of La Habra Heights, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process, such as any findings and recommendations. Advised owners and builders on construction methods.

Building Inspection, City of Corona, CA. Conducted thorough inspection of structural, plumbing, mechanical, water, gas, and electrical work to ensure compliance. Prepared reports and correspondence, maintained records, processed and issued permits and minor plan checking. Investigated complaints of violations of codes and ordinances for residential, commercial and industrial property in an assigned geographic area. Assisted building contractors and property owners on use of materials, and building methods to comply with the building code adopted by the local jurisdiction. Coordinated enforcement activities with other agencies. Assisted with processing of abatement orders and reviewed planning applications for enforceability of variances and use permit conditions. Conducted and supervised training sessions for the inspection field staff while acting as a fill-in supervisor. Coordinated and maintained healthy working relationships with the contractors, builders and public. Helped subordinates and the public in understanding the building process by communicating information concisely both verbally and written. Recommended solutions to problems by analyzing the situations and then using logic to resolve them. Performed a number of duties at a time and prioritized the work to ensure that all deadlines were met. Supervised nine field inspectors in the absence of the senior building inspector.



Qualifications of Proposed Staff

Lonnie Partch ***Building Inspector***

Education / Certification

College Coursework

OSHPD Certified Hospital Inspector – Class A #A-20711

NITC Medical Gas Inspector, ASSE 6020

ICC/ICBO/UBC/UPC/UMC Legacy: Combination Building Inspector, Electrical Inspector, Mechanical Inspector, and Plumbing Inspector

California Office of Emergency Services, Safety Assessment Program (Evaluator)

- ✓ 27 Years Municipal Building and Safety Experience
- ✓ ICC-Certified Inspector
- ✓ Extensive Experience Throughout Orange County

Lonnie is a certified building inspector with 27 years of experience in the industry. He has demonstrated exceptional responsibility, as well as being diligent and thorough on the job. Lonnie has a successful track record completing projects accurately and on time.

On-Call Building Inspection, City of Irvine, CA. Conducted field inspections on new home production projects. Assigned load of 4-6 project new home builders with 80-90 homes per project at various sites within the city. Field inspections included all phases of remodel home construction, including residential solar installations and commercial inspections (mechanical, electrical, plumbing, and structural) on low to medium rise buildings of various types of construction.

On-Call Building Inspection, City of Orange, CA. Conduct inspections of residential and commercial buildings for compliance to approved plans and Codes.

On-Call Building Inspection, City of Tustin, CA. Conducted field inspections and reviewed building plans and specifications for commercial and residential building projects to ensure compliance with building, electrical, mechanical and plumbing codes. Provided inspection services for a variety of commercial projects (Type II, and V-1hr construction), residential Type V-1hour buildings, multi-family and single-family homes). Served as lead inspector and Inspector of Record at "The District", a shopping center with a value of \$500 million and a combined 1million square feet of retail space, with numerous restaurants, entertainment venues, and three major anchor stores (Target, Lowe's, and Costco).

On-Call Building Inspection, University of California, Irvine, CA. Combination Building Inspector/Inspector-of-Record for \$300 million project, involving three and four story, Type II and, Type V-1hr, student apartment buildings, ranging from 20,000 square feet to over 122,000 square feet, for a total of 62 buildings.

On-Call Building Inspection, Kaiser Sand Canyon Hospital, Orange County, CA. Inspector/Superintendent for \$120 million project. Provided OSHPD and mechanical, electrical, plumbing, and structural inspections for the diagnostics and testing side of the hospital. This included the CT scan lab, MRI lab, and Operating Rooms, Patient recovery, Isolation areas, of the six-story Kaiser Sand Canyon Hospital.



Qualifications of Proposed Staff

Bart Reis

Building Inspector

Education / Certification

College Coursework

ICC-Certified Residential Building Inspector

B-1 General Contractor License

Rough Framing Certification

- ✓ **30+ Years Building Inspection and Construction Management Experience**
- ✓ **ICC-Certified Inspector**

Bart possesses 30+ years of construction inspection and construction management experience on a wide variety of commercial and residential building facilities projects throughout Southern California.

On-Call Building Inspection, City of Jurupa Valley, CA. Conducts field inspections on new residential and commercial building construction and tenant improvement projects. Key housing developers for single family homes have been Lennar (Harvest Village, Del Sol), William Lyon (TurnLeaf), and DR Horton (Wheelock and Mission Estates). Each housing tract has more than 150 homes and has involved the inspection of water and sewer tie-ins to public right-of-way, structural, mechanical, plumbing, roofing, and solar. Inspected the new Walmart Neighborhood store adjacent to City Hall (turnkey tenant improvement including refrigeration system) and two complete tilt-up buildings with solar, footing, concrete panels, mechanical, electrical, and AC systems. Inspected Swift Transportation complex's new office and fueling station, canopy, equipment structure (e.g., natural gas, plumbing, electrical). Inspected tenant improvements for restaurants and residential room additions, pools, block walls, fencing, and re-roofs. Works closely with Code Enforcement Division to handle initial special inspection investigation to assess current building condition to establish compliance with code/permitting requirements for proposed improvements.

Essential Building Facilities, City of Corona, CA. Construction Manager/City Owner's Representative for many years, responsible for overseeing construction of low income housing renovation projects (various apartment complexes in excess of 250 units) near City Hall and construction of three fire stations (5,000+ SF each, encompassing bays for fire engines, sleeping areas, office space, storage, etc.), one police substation improvement, and one police emergency call center improvement (space relocation, electrical, mechanical, plumbing, etc.).

Building Construction, Southern California. General Contractor responsible for plan preparation, bidding, plan submittal to building departments, pulling of permits, coordinating trades, handling all building inspections, working all trades through all phases to project completion. Projects included custom homes, metal buildings, block wall construction, concrete tilt-ups, restaurants, mall remodeling, tenant improvements, strip centers, bank remodels, and from the ground up commercial buildings. New commercial buildings included:

- Ganahl Lumber Company (Anaheim, Buena Park, and Corona locations)
- Pavez Insurance Building, Corona
- Villa Amalfi Restaurant, Corona
- Mobile Modular Corporate Yards, Corona and Mira Loma
- Satellite Receiving Station for United Cable Company, City of Industry
- Concrete Tilt-Up for Can-Fab, Inc., Corona,
- Victor GMC – both new construction and remodel existing buildings

Commercial remodels include:

- Ganahl Lumber, Buena Park and Anaheim
- Home Savings Banks - various locations (new vault installation and teller lines)
- Banco Popular, Penguin's Yogurt Shops, and Downey Savings & Loan - various locations
- Tenant improvements for several property management companies



Qualifications of Proposed Staff

Ron Anderson

Building Inspector

Education / Certification

College Coursework

ICC Certified Building Inspector #0879433

ICC Certified Building Plans Examiner

ICC Certified Electrical Inspector

ICC Certified Mechanical Inspector

ICC Certified Plumbing Inspector

- ✓ **15+ Years Municipal Building and Safety Experience**
- ✓ **Building Plan Check, Inspection, Permitting, and Counter Support Expertise**
- ✓ **Services to Cities and Counties Throughout California**

Ron brings 17 years of building plan review (primarily non-structural, tenant improvements, commercial, and minor structural) and inspection (industrial, commercial, and residential) experience for cities and counties in California. He has experience entering inspection reports into various on-line and web-based permit tracking systems.

Building Inspection, City of Jurupa Valley, CA. Senior Building Inspector for residential tracts, commercial tenant improvements, and new commercial facilities. Provides code enforcement and neighborhood preservation services. Has inspected DR Horton Homes development near State Route 60, residential tracts, shopping mall commercial tenant improvements, and minor residential inspections (e.g., water heaters, reroofs, etc.). Also, posts code violations on properties.

Building Official/Inspection, City of Anderson, CA. Building Official and Inspector primarily responsible for field inspections of ongoing projects, plan checking, and permit counter support.

Building Inspection, County of Butte, CA. Combination Building Inspector for field inspections of residential and commercial construction. Focused extensively on inspection of solar photovoltaic projects, up to 2.2 MW in size. Extensive involvement in inspection of steel structures and farm facilities/structures. Also, coordinated special inspection of bolt-tightening tension per approved plans.

Building Inspection, City of Pittsburg, CA. Combination Building Inspector responsible for field inspections of residential and commercial construction, and housing inspections for HUD-funded projects. Inspected William Lyons residential tracts. Inspected 1,000 apartment units and single-family homes involving HUD funding over a two-year period.

Building Plan Review and Inspection, City of Vallejo, CA. Responsible for field inspections and plan review of new and existing residential and commercial construction, including residential alterations and small additions. Trained new inspectors in the field. Possess knowledge and use of engineering "StruCalc" application software in determining wood member spans per ICC chapter 23 code book. Helped to implement new CRW permit processing software system. Handled permit issuance at the counter. Inspected Hidden Brook, a gated golf course community of 3,000+ homes, involving golf course clubhouse, residential homes, and mixed-use facilities. Handled inspection of historic residential and commercial structures citywide. Other projects of note involved a four-story cancer treatment facility and the reuse of Mare Island facilities from military to civilian use (e.g., steel fabrication, light commercial, residential, etc.).

Various Building Construction Projects, Statewide in California. Journeyman Carpenter of new residential, commercial, apartment, retirement center, and school construction. Duties consisted of foundation, floor, wall, roof framing, finish carpentry, as well as single family custom residential homes and steel reinforced gunite swimming pools.. Supervised construction crews of up to six workers. Focused work in the East Bay (such as Concord and Oakland) and Marin County.



Qualifications of Proposed Staff

Julie Robbins

Code Compliance Officer

Education / Registration

College Coursework

Certified in Peace Officer Standard

and Training, PC 832, Modules I, II, and III

- ✓ **25+ Years Code Compliance Experience**
- ✓ **Code Compliance, 10+ Agencies**
- ✓ **Developed Code Enforcement Education System to Train Code Enforcement Officers Statewide**

Julie has more than 25 years of code enforcement experience as a code enforcement officer for cities throughout California. She is proficient in foreclosures, field investigations, computer programs, administrative duties and Code Enforcement tracking systems. She was instrumental in developing the Code Enforcement Education System in place today to train Code Enforcement Officers throughout the State of California in their job functions.

Code Compliance, City of Jurupa Valley, CA. Manages all code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Lawndale, CA. Enforced the Municipal Code for the City. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping; Animal Control duties as required; issuance and tracking of parking citations. Worked with financial institutions, property managers and construction companies to rehabilitate and eliminate blight from properties in poreclosure.

Code Compliance, City of Los Alamitos, CA. Enforced the Municipal Code for the City. Performed general planning and counter duties.

Code Compliance, City of Desert Hot Springs, CA. Participated in implementing a productive program to enforce the Municipal Code, and conducting field inspections and all Administrative support. Helped implement and keep the record keeping and data input for the Code Enforcement cases, making improvements to existing code compliance program.

Code Compliance, City of Manhattan Beach, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments.

Code Compliance, City of Arcadia, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Code Compliance, City of Downey, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Other code compliance clients include the **Cities of Rancho Santa Margarita, Irvine, Gardena, and County of Los Angeles.**



Qualifications of Proposed Staff

Ken Swank

Code Compliance Officer

Education / Registration

Bachelor of Science, Public Administration
California Police Officers Standards and Training
Certification

- ✓ **40+ Years Law Enforcement Experience**
- ✓ **Code Compliance Officer, Various Cities**
- ✓ **Extensive Community Engagement and Committee Involvement Related to Youth, Domestic Violence, and Law Enforcement Issues**

Ken has more than 40 years of experience in the law enforcement and crime prevention field. Nine of these years have been dedicated to the code enforcement field. Over the years he has been extensively involved in community engagement and outreach. Some of these activities include:

- Los Angeles County Advisory Committee Member on Domestic Violence
- Advisory Committee Member for Prototypes Women Center, City of Pomona
- Staff Member, "Youth & Family Action Committee," City of La Verne
- Member of the "Greater Pomona Valley Youth Alliance"
- Law Enforcement Representative (voting member) to Los Angeles County Children, Youth, and Families Planning Council for Area-3, San Gabriel Valley
- Advisory Committee Member for "Tri-City Mental Health," La Verne, Pomona, and Claremont
- Police Liaison Officer, University of La Verne Student Safety

Code Compliance, City of Jurupa Valley, CA. Coordinates code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Norco, CA. Code Compliance Coordinator for eight years investigating and administering City code violations. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping.

Crew Supervision, City of Riverside, CA. Weekend Crew Supervisor responsible for overseeing maintenance activities of work furlough sentenced prisoners.

Police Department Management, City of Cypress, CA. Police Captain responsible for planning, organizing, directing, coordinating, staffing, budgeting and reviewing the general operations of a mid-sized city police department. Previously, served various roles:

- **Lieutenant - Patrol Watch Commander:** Directly responsible for the management, direction and supervision of one of three eight hours shifts, exercising patrol service to the city.
- **Police Captain (Acting):** Temporary appointment by the City Manager to be an associate and fiscal support to the Chief of Police during the hiring stages of a second Police Captain. Planned, directed, coordinated and reviewed the general operations of the police department. Assisted in the preparation and training process for the appointment of a lateral candidate selected to fill this position on a permanent status.
- **Administrative Lieutenant:** Provided overall technical and administrative direction to sworn and non-sworn police personnel assigned to Support Services encompassing the detective, training, public relations, and records bureaus.
- **Police Sergeant:** General police officer supervisory duties included detective bureau supervisor, patrol field supervisor, crime scene management and/or investigator and employee evaluator.
- **Senior Police Officer:** Duties included field training officer, detective investigator, crime-scene evidence technician, traffic accident investigator, dispatcher, community relations officer, field supervisor, and acting watch commander.
- **Police Officer:** Policing Team Patrol, court filing officer, and racetrack vice officer.

Police Officer, City of La Verne, CA. Served as temporary and fulltime Patrol Officer and Dispatcher



Understanding of City's Needs and Approach

Understanding of City's Needs

The City of Laguna Hills is seeking assistance from a qualified consultant to provide as-needed Building services. The City wants residents and other permit applicants to receive high quality, timely, cost effective, and reliable services from the consultant staff, while complying with City codes and policies.

The selected consultant will provide the functions of the **Building/Safety Division** upon demand of the City. This responsibility includes meeting state mandates to assure all structures meet or exceed the minimum life safety standards of the City's municipal codes, laws, and ordinances. Well-organized procedures for the review of plans and specifications, field check of construction projects, and investigation of substandard structures for abatement will be implemented. The City maintains building counter hours from 1:00 pm to 5:30 pm Monday through Thursday, and 1:00 pm to 5:00 pm on Fridays. Although City staff uses an alternative work schedule (9/80), building counter and inspection services are offered Monday through Friday.

Administration

The Building Official will administer and enforce federal, state, and City laws and ordinances related to the construction, use, and occupancy of every building in the City. Special projects can include, but not be limited to the development and implementation of ordinances, programs, policies, and code adoptions. Our staff will also be committed to providing opportunities to engage with the community through the organization of and participation at community outreach meetings and workshops.

Building Plan Review (as-needed)

Our certified and registered plan checkers will provide the timely and accurate review of all plans submitted for construction when the need arises. The review is essential to assuring compliance with all laws and ordinances relative to construction, use, and occupancy. This service is provided over-the-counter for small projects such as patio covers or swimming pools while more complicated reviews are completed on-site by certified plans examiners with expert back-up by California registered engineers and architects. We are a strong proponent of electronic plan review to facilitate communication and collaboration as well as streamline the turnaround review schedule.

Building Inspections (as-needed)

When City resources are unable to meet the demands of inspection requests, our ICC-certified staff will inspect construction work for compliance with approved plans and laws, ordinances pertaining to construction, use, and occupancy. Our staff is able to provide same working day inspection for all inspection requests received before 6:00 am. All inspections requested by 4:00 pm on any working day will be conducted on the following working day. Our inspection staff is trained to provide building code related compliance.

Public Counter/Permit Issuance (as-needed)

If circumstances dictate, HR Green can provide public counter assistance. Public counter staff members are responsible for the effective and convenient facilitation of permit processing, including over-the-counter reviews; computer generation, processing, and tracking of permit applications; and the subsequent issuance of permits. Consultant staff will monitor that appropriate tools are accessible, functional, and accurate to streamline and enhance the "transactional" process. These elements on searches for building permits and Certificates of Occupancy, and accessing the Business Resource Guide, checklists for Building Permits, other related forms, and Discretionary Review Guide. HR Green can provide this assistance, as needed.

Your Needs and Expectations

- ✓ Cost-effective and responsive service delivery
- ✓ Customer-oriented and qualified on-site staff
- ✓ Stellar and seamless communication
- ✓ Timely reviews and inspections
- ✓ Service with a "personal touch"
- ✓ Proactive public outreach/education
- ✓ Implement permitting/project tracking systems, and other electronic/web-based tools
- ✓ Electronic plan check
- ✓ High productivity
- ✓ Accurate and complete record keeping to deliver timely response, budget, compliance and quality



Understanding of City's Needs and Approach

Code Compliance (as-needed)

If circumstances dictate, HR Green police safety-certified Code Enforcement Officers will respond to requests for service in commercial and residential areas. While most residential code compliance activity involves property maintenance concerns, commercial activity includes property maintenance requests and enforcement of the City's sign regulations. Our goal is to achieve compliance through personal contact and cooperation, rather than through legal remedies.

Our Approach

HR Green will assign highly qualified Building and Safety staff, all of whom have served either as public agency employees or in an on-site, extension of staff role. They must be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner. These positions include:

- ✓ ICC- and CABO-certified **Building Official** with high-level experience and skills in transitioning and successful management of building staff, thorough knowledge of building department policies and procedures, national code development reputation, and partnership with other City departments and outside agencies.
- ✓ Registered **Plan Review Engineers/Architects** and/or **ICC and CASp-certified Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- ✓ **Bilingual Permit Counter Technician(s)**, if requested, to assist the public, answer questions regarding routine building code requirements, issue permits, and coordinate inspections and plan check processes.
- ✓ **ICC-certified Building Inspectors** and **Peace Officer-certified Code Compliance Officers**, if requested, including bilingual proficiency, with broad experience in jurisdictional procedures and the highest commitment to customer service.

Our staffing plan will focused on the following key issues:

Issue: Fit into Specific Municipal Culture

Solution: Every City has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to respond to changing priorities and emergency situations. Our personnel will:

- ✓ carry cellular phones (all staff) and iPads (for all field inspectors) for immediate communications and real-time access to your automated permitting system and paperless/electronic templates, reports, data, logs, etc.
- ✓ provide on-site coverage of all Building and Safety positions, as needed

Note: Staffing levels and hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access to our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: Follow City Protocols/Processes

Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with HR Green staff must feel they are having the same "transactional business" experience as they would with a City employee.





Understanding of City's Needs and Approach

Issue: Alternate Materials, Means, and Methods

Solution: We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, design and methods of construction enhances our ability to solve specific issues that arise in design/construction.

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of HR Green's **Alternative Service Delivery** philosophy is find **multi-faceted staff** who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- maximize utilization
- minimize staff levels
- reduce costs, paper, and storage
- maximize a paperless office environment
- maintain consistency of service

Issue: Maintaining Clear & Open Lines of Communication

Solution: Maintaining clear and open lines of communication among City staff, permit applicants, developers, engineers, architects, regulatory agencies, and other stakeholders are key to successful program delivery. This includes excellent interpersonal, listening, and problem-solving skills; detailed documentation; insightful progress and staff reports; electronic plan check tools and tracking logs; mastery of your automated permitting system; and building consensus to expedite reviews and approvals while mitigating contentious code compliance issues in a spirit of constructive dialogue and harmony.

Overall Management Approach

All proposed personnel must fit your culture, meet your performance expectations, and be team players. All of our proposed staff members have worked as public agency employees or as on-site extension of city staff, consistently exhibiting these traits and seamlessly blending with agency staff. We will implement a plan that is **responsive to your needs, will remain dynamic to changing conditions, and match the right mix of staff to the clearly defined assignments**. For any assignments we will follow the following approach:

City Staffing Needs Assessment

- ✓ Meet with City to determine City's needs, staffing levels, technical requirements, duties/responsibilities, performance expectations, and budget parameters.

Identification, Vetting, and Selection of Proposed Staff

- ✓ Identify candidates that possess the attributes that mirror City requirements.

City Interview (if desired)

- ✓ Establish shortlist of candidates and present to the City.
- ✓ Prepare candidates with requisite background information.
- ✓ Attend interview [HR Green manager with candidate(s)].



Understanding of City's Needs and Approach

Staff Mobilization

- ✓ Train and orient approved candidate(s) before initiating assignment.
- ✓ Provide necessary materials and equipment before assignment.
- ✓ Establish performance benchmarks and communication chain of command.

Measuring Performance

- ✓ Hold meetings with City staff to assess agreed-upon performance parameters.
- ✓ Implement communication protocols with City staff (e-mail, phone calls, etc.).
- ✓ Meet with assigned HR Green staff to identify and address their needs/concerns, share City feedback, review performance, and set goals.
- ✓ Proactively identify and implement measures for corrective action, if necessary.

Completion of Task Assignments

- ✓ Monitor that all documentation is complete per City requirements.
- ✓ Debrief City and consultant staff and document feedback.

"Green" / Paperless Solutions

HR Green will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery. Some of these items include, but will not be limited to:

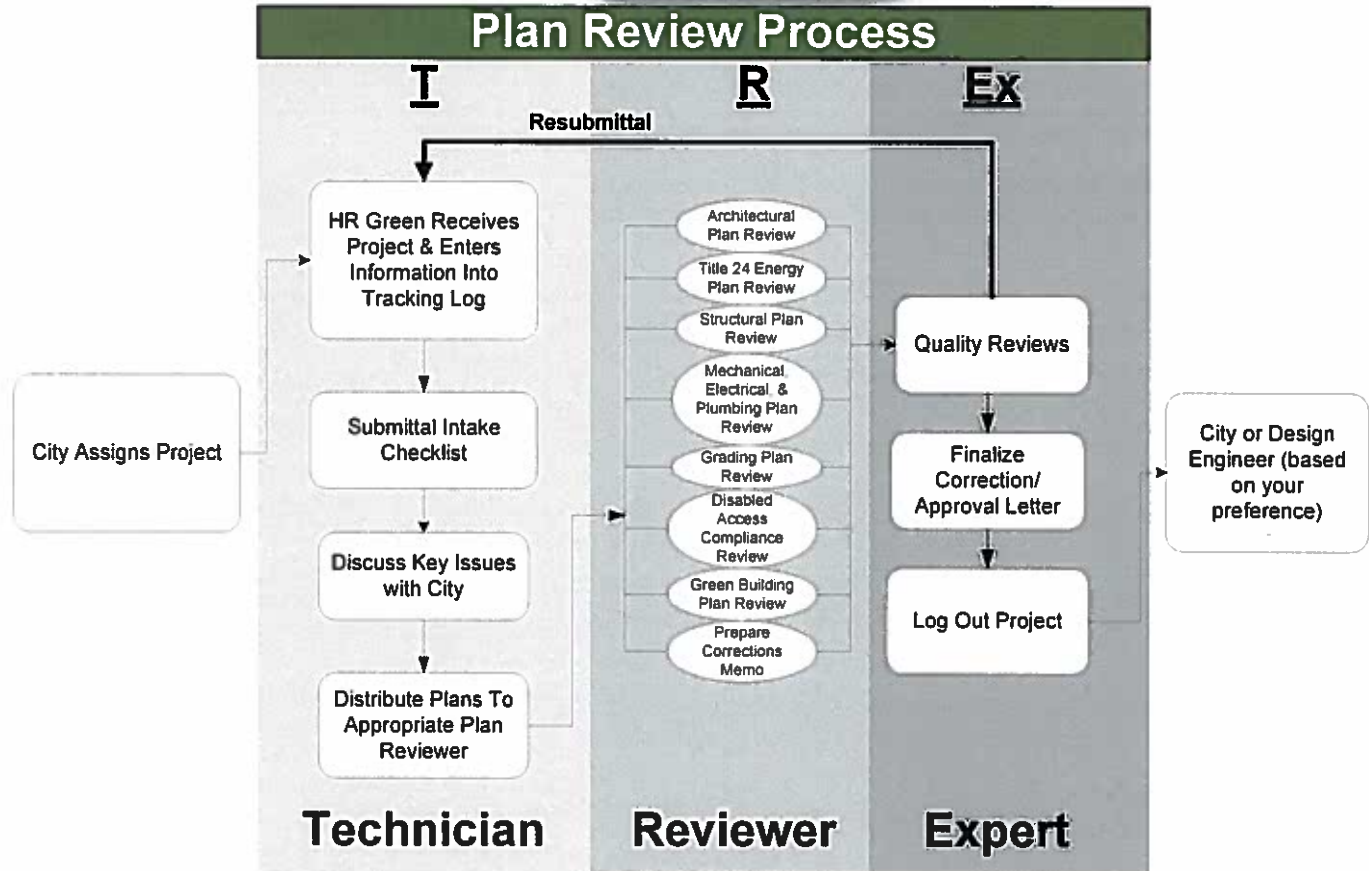
- ✓ Electronic plan check
- ✓ City's permitting software
- ✓ Tracking logs
- ✓ Smartphone and tablet-based inspection report applications
- ✓ Monthly progress reports
- ✓ GIS interface to track data and identify trends in code and permit activity, actions, results

HR Green is a leader in leveraging the power of technology to streamline government transactional business and empower City management and City Council to make sound decisions and priorities. Our staff is proficient in using various software and database systems which include the overlay of data onto GIS mapping layers.

The plan check process we will follow will be managed through our "GreenTReX" plan review and processing program, a formalized and integrated process whereby Technician, Review, and Expert management/quality control functions are consistently implemented on each and every project. HR Green has assigned registered engineers/architects and certified plan reviewers to review plans for compliance with applicable codes and requirements (accessibility, building, structural, non-structural, mechanical, electrical, plumbing, grading, drainage, water quality, Green, etc.)



Understanding of City's Needs and Approach



All minor plan review and some intermediate plan reviews can be reviewed over-the-counter at the City as-needed. Should the City so desire, plan review will be handled through a paperless electronic plan check/digital commenting process to the maximum extent possible. HR Green shall deliver the following plan check service levels:

Plan Check Service Level Goals		
Type of Job	Turn Around Time First Check	Turn Around Time Recheck
Residential		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days
Commercial		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days



Understanding of City's Needs and Approach

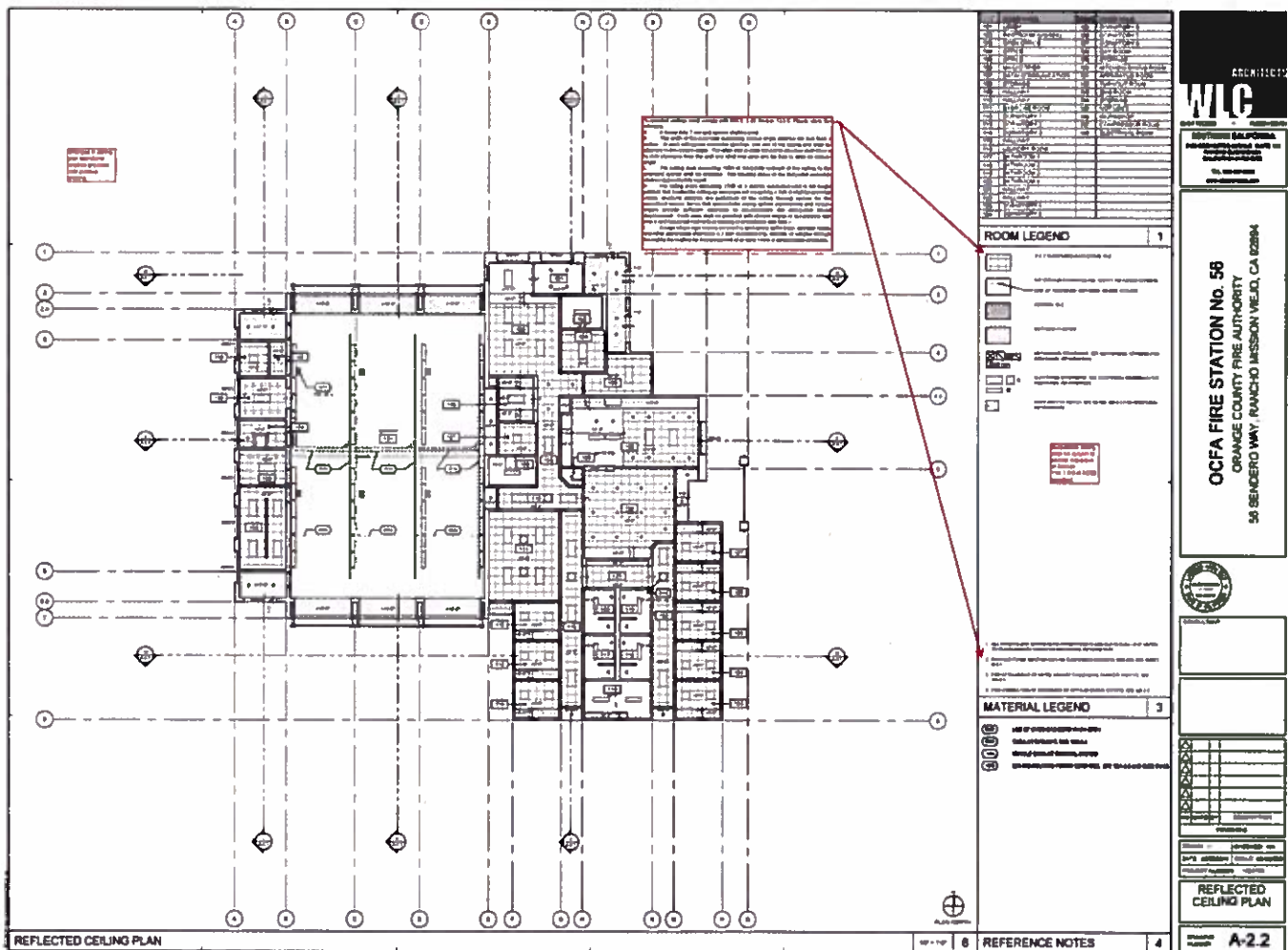
**Building & Safety Plan Check Notes:

1. OTC = Over the Counter
2. Small additions or remodels can be done over the counter or within three (3) working days depending upon the size and complexity of the project and coordination with other agencies and departments.
3. Expedited plan check review within 48 hours for normal 5-10 working days projects (if requested)
4. Plan check review process will provide for an initial plan check, and two additional re-checks under the plan check fees paid at the time of plan check submittal (three plan check rounds total).

Tracking of Review Comments

We will track review comments to verify that each comment has been addressed by the design team. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

Electronic Plan Check/Digital Commenting Sample for Rancho Mission Viejo OCFA Fire Station





Understanding of City's Needs and Approach

Development / Updating of Policies & Procedures

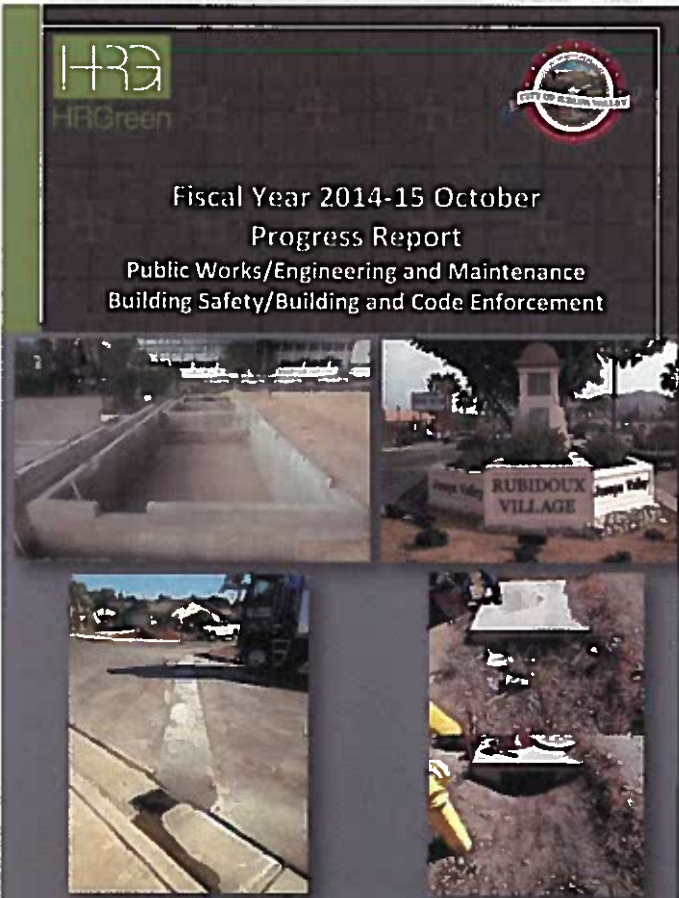
We have provided/enforced the latest adopted building codes and updated ordinances design standards, and procedures, including developing technical review checklists customized to applicable design standards and codes for improvements, special provisions and cost estimates. The checklists incorporate lessons learned from past projects into future projects and are an effective tool for maintaining consistency and conformance during the submittal review process.

Plan Review Tracking Log

A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. One tool our QA/QC experts have developed and used successfully for various cities is a tracking log. This can be customized according to your needs.

Report Writing

Our Building Official will prepare staff reports for department heads, city council, and various committees/commissions, as requested. This will include project progress reports and monthly/regularly scheduled meetings with the designated City representative. In addition, we will provide monthly invoicing with detail in the format desired by the City. Below are sample pages from a recent monthly progress report we provided to the Jurupa Valley City Council.

	Fiscal Year 2014-15 October Progress Report Public Works/Engineering and Maintenance Building Safety/Building and Code Enforcement Table of Contents <table><tr><td>Public Works Department: Engineering Division</td><td>2</td></tr><tr><td> Key Accomplishments</td><td>2</td></tr><tr><td> Project in the Spotlight</td><td>3</td></tr><tr><td> Planned Activities</td><td>8</td></tr><tr><td> Performance Overview Charts and Graphs</td><td>9</td></tr><tr><td> CIP Status Summary</td><td>11</td></tr><tr><td>Public Works Department: Maintenance Division</td><td>15</td></tr><tr><td> Key Accomplishments</td><td>15</td></tr><tr><td> Planned Activities</td><td>16</td></tr><tr><td> Public Works Maintenance Locations Since July 1, 2014</td><td>16</td></tr><tr><td> Performance Overview Charts and Graphs</td><td>19</td></tr><tr><td>Building & Safety Department: Building Division</td><td>20</td></tr><tr><td> Key Accomplishments</td><td>20</td></tr><tr><td> Planned Activities</td><td>20</td></tr><tr><td> Building Inspection Locations Since July 1, 2014</td><td>20</td></tr><tr><td> Performance Overview Charts and Graphs</td><td>21</td></tr><tr><td>Building & Safety Department: Code Enforcement Division</td><td>22</td></tr><tr><td> Key Accomplishments</td><td>22</td></tr><tr><td> Planned Activities</td><td>22</td></tr><tr><td> Code Inspection Locations Since July 1, 2014</td><td>22</td></tr><tr><td> Performance Overview Charts and Graphs</td><td>25</td></tr></table>	Public Works Department: Engineering Division	2	Key Accomplishments	2	Project in the Spotlight	3	Planned Activities	8	Performance Overview Charts and Graphs	9	CIP Status Summary	11	Public Works Department: Maintenance Division	15	Key Accomplishments	15	Planned Activities	16	Public Works Maintenance Locations Since July 1, 2014	16	Performance Overview Charts and Graphs	19	Building & Safety Department: Building Division	20	Key Accomplishments	20	Planned Activities	20	Building Inspection Locations Since July 1, 2014	20	Performance Overview Charts and Graphs	21	Building & Safety Department: Code Enforcement Division	22	Key Accomplishments	22	Planned Activities	22	Code Inspection Locations Since July 1, 2014	22	Performance Overview Charts and Graphs	25
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Understanding of City's Needs and Approach

Building & Safety Department Building Division

Key Accomplishments

- Achieved 97% compliance with building plan review turnaround schedule goals this month
- 166 building plan checks reviewed this month (this does not include over-the-counter permits)
- 100% of building inspections completed on time this month / 1,171 building inspections
- 215 building permits issued this month
- 125 building permit applications finalized this month
- Provide status of each applicant deposit account balance within 24 hours of request

Planned Activities

- Upload building permit reports and plan review information to City website to allow applicants to review their status and general public to access standardized reports
- Continue to maintain compliance with turnaround schedules (10 working days for initial review, 5 working days for rechecks, and next working day for inspections)
- Implement e-Government awareness initiative to constituents and development community
- Encourage and expand the use of electronic plan checking
- Investigate opportunity for on-line bill pay for permits
- Investigate opportunity for a self-help kiosk for customers to use at the counter for information and permit applications
- Achieve 99% compliance for plan check turnaround times
- Continue to have 100% of cost of services covered by fees and deposits
- Hold additional code enforcement workshops as necessary

Building Permit Locations Since July 1, 2014



Building & Safety Department Code Enforcement Division

Key Accomplishments

- 166 complaints received this month
- 186 investigations conducted this month
- Assisted the Sheriff's Department in identifying abandoned vehicles on City streets
- Conducted 7 inspections for construction without permits of medical marijuana dispensaries, in conjunction with the Building Department and the Sheriff's Department
- Continued to assist the Sheriff's Department and City Attorney in closing illegal marijuana dispensaries in the City. 6 dispensaries to date have closed, 6 waiting for appeal hearings. \$77,805.80 has been deposited in fees, for appeals and investigations.

Planned Activities

- Continue to identify and conduct construction without permit inspections, at marijuana dispensaries throughout the city
- Continue to assist the Building and Safety Department with abandoned construction projects and identify construction performed without inspections
- Continue to distribute performance surveys to applicants and report results to the City Council
- Continue to provide weekend coverage issuing notices of violation to vendors and identify construction without permits
- Continue to identify illegal tenant improvements in commercial businesses
- Continue to identify illegal marijuana dispensaries in the city

Fire-Damaged Residence

Before



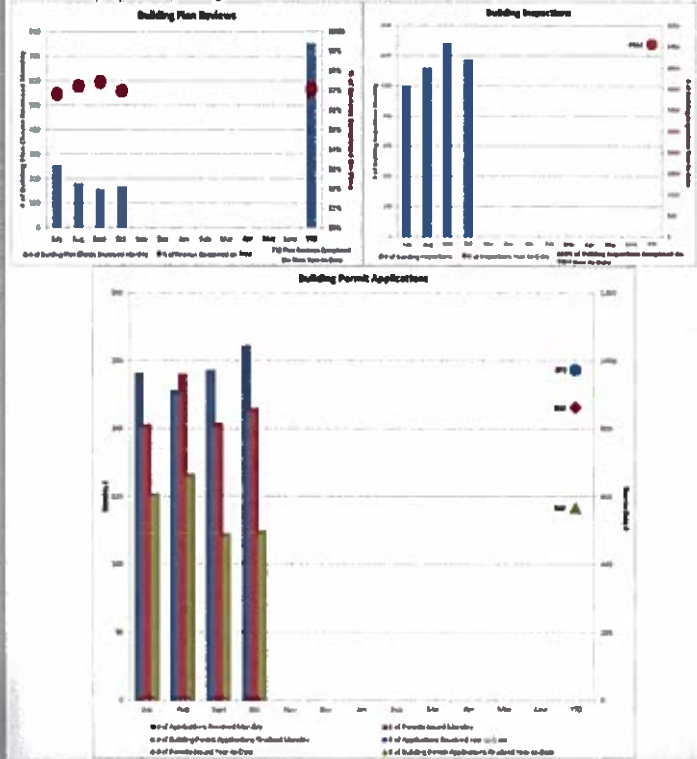
After
(repaired)



Building & Safety Department Building Division

Performance Overview

On page 21 please find charts and graphs that display key performance indicators for the Building & Safety Department, Building Division.



Building & Safety Department Code Enforcement Division

Vendor on Vacant Lot

Before



After
(removed)



Illegal Medical Marijuana Dispensary

Before



After
(vacated)





Understanding of City's Needs and Approach

Building & Safety Department Code Enforcement Division

Code Inspection Locations Since July 1, 2014

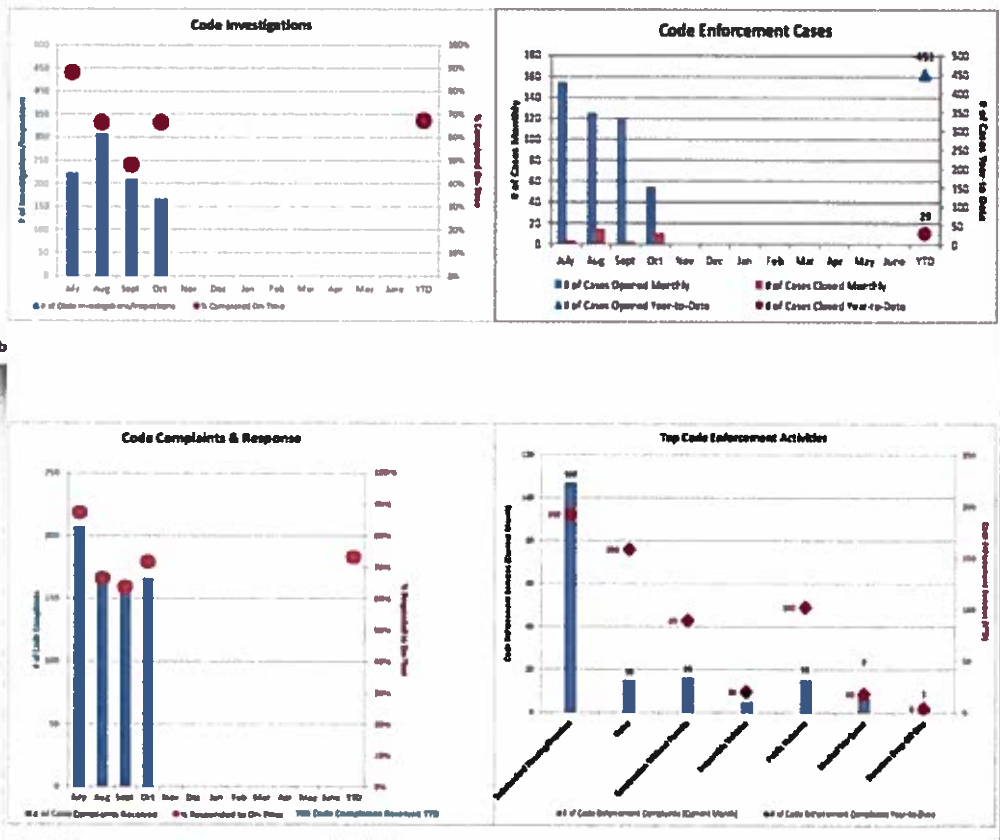


Building & Safety Department Code Enforcement Division

Performance Overview

On page 25 please find charts and graphs that display key performance indicators for the Building & Safety Department, Code Enforcement Division.

City of Jurupa Valley: Fiscal Year 2014-15 October





Description of Proposed Services

Building and Safety services play a critical role to monitor codes and standards that safeguard life or limb, health, property, and public welfare. They regulate and control the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and certain equipment. Project momentum must be balanced with plans that comply with applicable codes, requirements, and design standards. The various parties need objective reviews from registered engineers and certified specialists coupled with quick turnaround review comments in a seamless manner. Follow-up inspections will monitor compliance with applicable codes and design standards.

HR Green provides a "one stop/single source" solution to process, review, inspect, and approve new construction and improvements. Our **Building Safety and Alternative Service Delivery** expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload. We can provide "green" (paperless) electronic plan review, digital commenting, and tracking solutions, as well as qualified and certified building and safety staff. These tools used by our technical experts can help the City realize significant cost savings, reduce paper, enhance collaboration, provide additional flexibility, deliver professional service, and maintain accountability.

Chief Building Official Services

HR Green is able to provide a Chief Building Official, Reggie Meigs, CBO, responsible for overseeing building inspections, code compliance, abatement, and acts as an official City representative on building-related matters, as needed.

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

This can include, but not be limited to the oversight of Building Department operations as well as technical code interpretations, such as:

1. Administering the Building Safety operations, overseeing building safety plan reviews, building inspections, counter coverage, and administration on an as-needed basis.
 - Supervise and train persons assigned to the building division;
 - Recommend the hiring and management of employees for the building division;
 - Delegate workload authority and responsibility, and review performance of assigned staff;
 - Advise and recommend departmental policies and procedures;
 - Provide assistance and consultation to the City on matters pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters as requested by the City;
 - Generate monthly performance and progress report for Building Safety Division;
 - Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

Chief Building Official: Reggie Meigs, CBO Differentiators

- ✓ 40 years building safety management experience
- ✓ Building Official overseeing 100% on-time inspections and 98% on-time plan review turnarounds within the past 18 months for a Southern California city (2,200+ plan reviews and 8,300+ inspections)
- ✓ Building Official, 10+ cities
- ✓ Training Officer for 100+ building inspectors and plan checkers, County of Los Angeles
- ✓ Managed building plan review, counter assistance, and/or inspection for various Southern California Cities
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials



Description of Proposed Services

2. Reviewing plans, arranging and conducting inspections, establishing and maintaining enforcement system on an as-needed basis.
 - Assure that new buildings comply with the Building Code;
 - Assure that existing building structures are not in violation of the Building Code;
 - Establish procedures for receiving applications, conducting plan review, scheduling inspections, and delivering approved and successfully completed projects;
 - Confer with architects, builders and fabricators on construction practices and safety;
 - Provide staff support and direction to various technical advisory boards or committees dealing with the functions of the division.
3. Providing advice/recommendations and actively participate in day-to-day activities, as requested.
 - Recommend changes in codes;
 - Prepare factual, clear, concise, written staff reports concerning the Building Safety Division;
 - Prepare and review divisional budget and make financial recommendations concerning the Building Safety Division;
 - Oversee maintenance of Building Safety records and files, calculate and collect fees for permits and other services provided by the Division;
 - Monitor that daily logs and other reports are prepared for Building Safety Division;
 - Provide periodic technical training to City staff.
4. Performing other duties, as requested.
 - Represent the Building Safety Division with the public, City Council, Planning Commission, and other City departments and external agencies;
 - Investigate complaints relating to zoning and building code violations and takes appropriate measures;
 - Perform additional duties as may be required to discharge duties as Chief Building Official.

Building Plan Review

Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan check/digital commenting to maximize efficiencies, promote project transparency, and save time and money.

There must be a coordinated effort and responsibility to review, track and coordinate all related applications and requests received in the City. To help assure that submittals from any applicant are properly handled, HR Green has a proven internal plan review coordination process, **GreenTREx™**, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. Moreover, we recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

1. Plan checks will be completed by ICC, CASP, LEED AP, QSD, and QSP-certified plan reviewers and/or engineers and architects licensed in the State of California.
2. Qualified plan checkers will be available at the City for over-the-counter reviews during business hours through lunch, as requested.

Plan Reviewers' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Registered engineers and architects
- ✓ ICC-certified plan reviewers
- ✓ CASp-certified accessibility and QSD/QSP-certified water quality specialists
- ✓ Electronic plan check expertise
- ✓ Proven track record processing a wide variety of projects (construction type and size)
- ✓ Established relationship reviewing plans of leading developers and developers' engineers
- ✓ Ability to accommodate special plan review needs (expedited/ fast-track, multi-phased, specialty)



Description of Proposed Services

3. The specific tasks, codes, regulations, and ordinances are as follows:

- ✓ **Building Plan Review:** We will provide a thorough architectural review of design drawings and details for compliance with the California Building Code (CBC), 2013 Edition, based on the 2012 International Building Code, and City amendments and policies.
- ✓ **Structural Engineering Plan Check:** Complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the Title 24 Building Code structural provisions shall be performed by a Registered Professional Structural Engineer. Our staff is familiar with the revised structural lateral requirements of this code.
- ✓ **Title 24 Energy Plan Review:** We provide energy calculation review and field inspection of energy law requirements. Because the energy regulations have been radically modified and continue to change, considerable confusion in the building industry has resulted. We provide a format that is easily understood by both the inspector and the builder facilitating improved field relations and improved quality of the end product.
- ✓ **Mechanical/Plumbing/Engineering Plan Review:** The California Mechanical Code and the California Plumbing Code and any other specifically designated standards, amendments and policies adopted by the City.
- ✓ **Electrical Engineering Plan Review:** Our services include the review of electrical plans to verify compliance with the California Electrical Code (NEC) and City codes. Electrical review to verify energy compliance is included in all projects in accordance with mandates from the State Energy Standards for Non-Residential.
- ✓ **Disabled Access Compliance Review:** Our CAsP-certified accessibility specialists will provide comprehensive administration of the Disabled Access Regulations that the Office of the State Architect mandates local jurisdictions to enforce. This applies to both new and existing buildings.
- ✓ **Green Building Plan Review:** Our ICC- and LEED-certified staff will verify compliance with the California Green Building Standards (CALGreen) Code; prepare LEED submittal documentation; provide green building recommendations and consulting, ENERGY STAR verification, efficiency audits, pre-submittal audits and Chain of Custody (COC) certifications. Our staff shall verify green building features against City requirements and/or third-party standards, such as third-party scorecards or checklists for compliance and certification level.
- ✓ **Local Noise Attenuation Ordinance:** Our services include checking to verify that the designer properly addresses both interior and exterior noise intrusion and that the necessary assemblies provide the required degree of sound attenuation, as required by the State of California and the City.
- ✓ **Other Agencies:** We recognize the need to interface with the following agencies during the plan check process, such as Orange County Fire Authority, OSHA, Southern California Edison, Southern California Gas, AQMD, County Assessor and Recorder, State Water Resources Control Board, and Regional Water Quality Control Board.



Description of Proposed Services

Front Counter Support / Permit Processing

HR Green can, if needed, provide bilingual technicians for as-needed front counter support at City Hall during business hours through lunch. Our services can include, but not be limited to:

- Provide general and technical information to property owners, developers, business owners, residents, the general public and other agencies concerning property development and the permit process.
- Access building, planning and engineering record information by inputting or retrieving information on the department computer; receive and log all permit applications and plan check requests.
- Provide excellent customer service to both internal and external customers.
- Provide over-the-counter plan reviews, as needed.
- Coordinate the scanning and digitizing of plans.
- Assist plan checkers, planners, engineers and inspectors and provide basic information to the public, architects, builders and contractors concerning the permit process.
- Serve as liaison between City inspectors, plan checkers, engineers, planners and contractors, developers and owners; explain applicable code interpretations and plan check comments to the public.
- Provide regular status reports and monthly reports of building and planning permit and inspection performance including: permits issued, fees collected and types of projects for use by staff and outside agencies.
- Maintain active plans and permit records and assist in certain related administrative functions such as research, analysis of codes, etc.
- Examine, check and approve simple construction, commercial, industrial and residential development applications to determine completeness and compliance with standard building and planning requirements including room additions, interior alterations and other minor building proposals.
- Schedule building and planning inspections.
- Provide contractors, builders, developers and the general public with information on various City programs.
- Calculate and collect deposits for various City programs prior to the issuance of permits.
- Respond to outside agency requests for reports on development and building activity in the City.
- Coordinate building permit information with the County and other applicable agencies.
- Prepare file, process permits, post notices and input appropriate information into computer.
- Provide referral assistance to other City Departments or various agencies.
- Provide contractors, builders, developers and the general public with information on the City's Water Quality requirements.
- Process forms, permit applications and plans necessary for business registration including Certificates of Use and Occupancy.
- Respond to inquiries and provide information related to permit procedures, policies and functions.

Permit Technicians' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Bilingual
- ✓ Exceptional customer service skills/ "Can do" attitude
- ✓ Building application and permit processing proficiency
- ✓ Computer proficiency
- ✓ Familiarity working with various land management / permitting software



Description of Proposed Services

- Maintain supplies including permit applications, forms and related documents; requisition additional supplies as required; maintain development assistance forms in lobby.
- Coordinate final inspection clearances from all Departments; determine that all fees have been paid prior to permit issuance and/or occupancy and utility releases; coordinate the microfilming of plans and blueprints for the department.
- Establish, maintain and foster positive and harmonious working relationships with City staff and all those contacted in the course of work.
- Perform related work as required.

Building Inspection

HR Green's ICC-certified and bilingual building inspectors can provide the following field services on an as-needed basis and be assigned to coincide with the City's hours of operation as well as additional hours, as needed:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by City and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, green building and disabled access requirements, including known city, county, state, and federal requirements.
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with property owners through completion of the inspection.
- Identify and document deviations between approved plans and actual field installations.
- Write detailed correction and/or stop work notices, as applicable.
- Proficiently communicate with contractors, architects, engineers, and building owners to provide clear and concise direction.
- Bring to the attention of the City for approval of any changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirement.
- Provide convenient building inspection appointments with two hour windows to better serve the public.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Update inspection reports using the City's automated system.

Building Inspectors' Differentiators

- ✓ All staff have on-site and field experience delivering same services to cities (25+ year average experience)
- ✓ ICC-certified building inspectors
- ✓ Multi-faceted experience to handle inspection, plan check, and counter support
- ✓ Extensive experience working on diversity of project occupancies and types of construction
- ✓ Excellent interpersonal skills
- ✓ Thorough documentation (daily logs, photo documentation, reports)



Description of Proposed Services

Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Building Inspection Process



Inspection Notes

1. All inspections to be completed next working day, if requested by 4 pm
2. Same day inspections will be conducted if called in before 6 am
3. A two-hour appointment window is provided upon request



Proof of Authority

Since HR Green is a corporation, we have included formal proof of the authority of the officer, **George A. Wentz, PE**, to sign our proposal and bind our corporation. The proof we have included is a corporate resolution.

**HR GREEN CALIFORNIA, INC.
UNANIMOUS WRITTEN CONSENT
BY THE BOARD OF DIRECTORS
TO ACTION WITHOUT A MEETING**

The following actions are taken by the Board of Directors of HR Green California, Inc., a California corporation, by written consent of the Board of Directors, without a meeting, pursuant to Section 307(b) of the California Corporations Code permitting such actions to be taken:

OFFICERS

RESOLVED, that the following persons be and they hereby are elected as officers of this corporation, each to serve at the pleasure of the Board of Directors until the next regular meeting of the Board of Directors (or a written consent in lieu thereof) following the next annual meeting of the Shareholders of this corporation and until his or her successor is elected and qualified, or until his or her earlier resignation or removal:

President:	Steven R. Heyer
Treasurer/CFO:	Michelle Byard
Secretary/Vice President:	Douglas Tholo
Executive Vice President:	James F. Hoving Jason J. Poppen
Vice President:	Richard White Gerald W. Kneeland Walter Hocppner Dave Raby Rick Cammarata Bill Moran Andy Mrowicki David Dougherty Jim Rasmussen Timothy Hartnett Gil Janes Jim Halverson Andrew Marsh Akram Chaudhry

Proof of Authority



Assistant Secretary/Vice
President/Officer in Charge
of Engineering Practice/ Responsible
Managing Officer, as those terms
are referred to in California Business
and Profession Code Section 6738

Dave Moermond
Steve Sparks

George A. Wentz

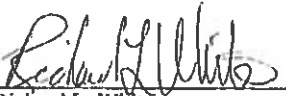
GENERAL EMPOWERING RESOLUTIONS

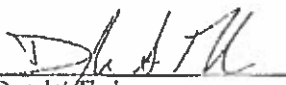
RESOLVED, that the officers of this corporation are, and each acting alone is, authorized and empowered, to perform all acts, including the execution of all documents necessary or convenient to secure the rights, perform the obligations and carry out the duties of this corporation pursuant to such contracts and agreements.

The undersigned, constituting the Board of Directors of this corporation, do hereby consent to
the foregoing actions.

Dated: July 17, 2013


Steven R. Heyer


Richard L. White


Douglas Tholo



NAME OF CONSULTANT: HR Green California, Inc.

Note

None

Signed this 25th day of May, 2015, at Orange,
_____, California.

Name: George A. Wentz, PE

Title: Vice-President

Signature: 

Appendix – Exhibit A



**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: TRB + Associates, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

None

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

None

I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.

Signed this 25th day of May, 2015, at San Ramon
California, California.

Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: 

Appendix – Exhibit A

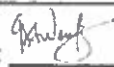


**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of HR Green California, Inc.
(Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: George A. Wentz, PE

Title: Vice-President

Signature: 

Date: May 25, 2015

Appendix – Exhibit A



**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of TRB + Associates, Inc.
(Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Todd Bailey, PE, LEBD AP, CASp

Title: President

Signature: 

Date: May 25, 2015



HRGreen

HRGreen.com

Phone 714.287.2275

Email gwentz@hrgreen.com

1100 Town & Country Road, Suite 1025
Orange, California 92868



September 2, 2015

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

Subject: Compensation Schedule: Building Services
Delivering "Best in Class" Services: *Quality, Responsiveness, Reliability, Stewardship*

Dear David,

HR Green California, Inc. (HR Green) has attached our revised compensation schedule for your consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'G. Wentz'.

George A. Wentz, PE
Principal-in-Charge

Attachment: HR Green California, Inc. Compensation Schedule

A large, thick green plus sign graphic that spans the width of the contact information block.

1100 Town & Country Road, Suite 1025
Orange, CA 92868
Phone: 714.287.2275
E-Mail: gwentz@hrgreen.com



Compensation Schedule

HR Green has provided various compensation options to benefit the City during periods when revenues are high and maintain appropriate consultant staffing levels during low periods of permit activity.

Actual labor hours and staffing levels will fluctuate based on the actual workload or specific staffing levels established by the City of Laguna Hills.

We understand the current annual cap to be \$300,000 for the Building Services contract.

Percentage of Fees Collected

Based upon our review of your Fee Schedules and other available data, we propose a sliding fee structure to provide turnkey Building Services.

Monthly Plan Check Fees Collected	HR Green Compensation Based on % of Fees Collected
< \$100,000	65%
>\$100,000	60%

Notes / Assumptions

1. Plan review services will include up to a third review for approval of the plans. Additional reviews beyond three are completed based on using the applicable hourly rates as final negotiated with the City.
2. There is no additional charge for electronic review / digital commenting.
3. For expedited or fast-track projects, we propose a fee of 125% of the final fees as negotiated with the City.
4. Compensation from the percentage of fees collected model shown above will include all overhead costs and out-of-pocket expenses, except for directly related vehicle costs, which are subject to final contract negotiations with the City.
5. HR Green provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.



Compensation Schedule

Hourly Rate Schedule for Additional Building-Related Services

Classification	Hourly Rate
Principal-in-Charge	\$230
Project Manager/Chief Building Official	\$150
Deputy Building Official	\$135
Senior Building Plan Check Engineer	\$130
Senior Building Plan Checker	\$110
Building Plan Checker	\$95
CASp-Certified Professional	\$125
Senior Building Inspector	\$110
Building Inspector	\$90
Senior Permit Technician	\$70
Code Enforcement Officer	\$80
Administrative Assistant	\$60

Professional Reimbursement and Overtime:

The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). For overtime all employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours. Should subconsultants be utilized, they will be approved in advance by the City and will be billed at the applicable classification rates listed above + 10%.

Expedited Review:

Should the City request expedited reviews, the percentage surcharge for expedited reviews will be 125%.

Direct Expenses:

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent (Unless otherwise negotiated with the City) for items such as:

- Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- Subconsultants and other outside services, if needed.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, proprietary programs purchased for the work and other equipment.

Our hourly fees/rates shall remain effective through December 31, 2015 and may be adjusted annually thereafter based on the CPI for Orange County, or as negotiated and agreed to by the City.

THE CITY COUNCIL AWARDED THE CONTRACT FOR THE BRIDGE DECK SEALING AND JOINT REPAIR PROJECT ON LAGUNA HILLS DRIVE AT ALISO CREEK AND ON MILL CREEK DRIVE AT CAÑADA CHANNEL TO THE APPARENT LOW BIDDER, WEST COAST STRUCTURES, INC., IN THE LOW BID AMOUNT OF \$37,217.55, REJECTED ALL OTHER BIDS, AND AUTHORIZED THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT.

3.11 ADOPTION OF AN ORDINANCE ADDING CHAPTER 10-56 TO TITLE 10 OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

THE CITY COUNCIL ADOPTED ORDINANCE NO. 2015-6, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 10-56 TO TITLE 10 OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS.

3.12 2015 FOURTH OF JULY POST EVENT REPORT

THE CITY COUNCIL RECEIVED AND FILED THE REPORT.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:38 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no public comments.

4.3 APPROVAL OF MINUTES FOR JULY 14, 2015

THE PLANNING AGENCY APPROVED THE MINUTES OF THE JULY 14, 2015, REGULAR MEETING, BY M/AGENCY MEMBER BLOUNT,

S/VICE CHAIR KOGERMAN.

APPROVED BY A VOTE OF 4-0 WITH AGENCY MEMBER CARRUTH ABSTAINING.

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 REVISION TO CONDITION OF APPROVAL NO. 14 FOR CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT/ VARIANCE/MASTER SIGN PROGRAM (CUP/SDPM/VA/MSP) NO. 10-14-3013 (CONSTRUCTION OF A +/- 2,800 SQUARE-FOOT DRIVE-THRU RESTAURANT - RAISING CANE'S) TO ALLOW PERMITS TO BE ISSUED FOR DEMOLITION AND CONSTRUCTION PRIOR TO ISSUANCE OF A CASE CLOSURE LETTER FROM THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD FOR THE GROUNDWATER MONITORING CASE AT THE SUBJECT SITE, SUBJECT TO PRIOR WRITTEN APPROVAL BY THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

Katie Crockett, Assistant Planner, reviewed the request to revise Condition of Approval No. 14 and amend Resolution No. PA2015-04-28-2 for the redevelopment of the property located at 23971 El Toro Road (Raising Cane's) and provided a PowerPoint presentation.

Chair Gilbert opened the Public Hearing.

Ahmad Ghaderi, 23971 El Toro Road Property Owner, thanked City Council and City staff for their guidance through this process and spoke in favor of revising Condition of Approval No. 14 for Raising Cane's.

Chair Gilbert closed the Public Hearing.

THE PLANNING AGENCY: (1) CONDUCTED A PUBLIC HEARING TO CONSIDER THE PROPOSED MODIFICATION TO CONDITION OF APPROVAL NO. 14; AND (2) ADOPTED RESOLUTION NO. PA2015-8-25-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. PA2015-04-28-2 TO REVISE CONDITION OF APPROVAL NO. 14 OF CUP/SDPM/VA/MSP NO. 10-14-3013 (CONSTRUCTION OF A +/- 2,800 SQUARE-FOOT DRIVE-THRU RESTAURANT - RAISING CANE'S) TO ALLOW PERMITS TO BE ISSUED FOR DEMOLITION AND CONSTRUCTION PRIOR TO ISSUANCE OF A CASE CLOSURE LETTER FROM THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD FOR THE GROUNDWATER MONITORING

CASE AT THE SUBJECT SITE, SUBJECT TO PRIOR WRITTEN APPROVAL BY THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD, BY M/VICE CHAIR KOGERMAN, S/AGENCY MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council meeting at 7:49 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

- 5.1 **ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING FIGURES FOR THE AVERAGE PERSONS PER HOUSEHOLD, FAIR MARKET VALUE FOR VACANT RESIDENTIAL LAND, AND THE AMOUNT OF THE PARK IN-LIEU FEE FOR THE IMPLEMENTATION OF CHAPTER 8-06 OF THE LAGUNA HILLS MUNICIPAL CODE**

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

THE CITY COUNCIL: (1) RECEIVED STAFF'S REQUEST FOR CONTINUANCE; (2) CONDUCTED A PUBLIC HEARING; AND (3) CONTINUED THIS ITEM TO THE CITY COUNCIL MEETING OF SEPTEMBER 8, 2015, BY M/MAYOR PRO TEMPORE KOGERMAN, S/COUNCIL MEMBER SEDGWICK APPROVED BY A VOTE OF 5-0.

6. ADMINISTRATIVE REPORTS

- 6.1 City Manager

The City Manager made no reports.

- 6.2 Deputy City Manager/Community Services

- 6.2.1 **2015 MEMORIAL DAY RACE POST-EVENT REPORT AND A RESOLUTION AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE 3/5 MARINE SUPPORT COMMITTEE**

THE CITY COUNCIL RECEIVED AND FILED THE REPORT AND ADOPTED RESOLUTION NO. 2015-08-25-3, 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, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE KOGERMAN. APPROVED BY A VOTE OF 5-0.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: SEPTEMBER 8, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, UPDATING THE FIGURES FOR THE AVERAGE PERSONS PER HOUSEHOLD, FAIR MARKET VALUE FOR VACANT RESIDENTIAL LAND, AND THE AMOUNT OF THE PARK IN-LIEU FEE FOR THE IMPLEMENTATION OF CHAPTER 8-06 OF THE LAGUNA HILLS MUNICIPAL CODE

RECOMMENDATION: THAT THE CITY COUNCIL: (1) OPEN THE PUBLIC HEARING; (2) ACCEPT ANY PUBLIC COMMENTS; AND (3) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, UPDATING THE FIGURES FOR THE AVERAGE PERSONS PER HOUSEHOLD, FAIR MARKET VALUE FOR VACANT RESIDENTIAL LAND, AND THE AMOUNT OF THE PARK IN-LIEU FEE FOR THE IMPLEMENTATION OF CHAPTER 8-06 OF THE LAGUNA HILLS MUNICIPAL CODE."

SUMMARY:

For residential projects involving a division of land through a parcel map or subdivision map, the City has enacted a fee that allows it to maintain its community standard for parks when new development adds residents to the community. The State provides cities with the authority to establish this fee pursuant to Government Code Section 64777 which is also known as the "Quimby Act." The fee is determined by factoring in the expected number of residents per dwelling unit, the fair market value of land, and the City's community standard for park acreage per 1,000 residents. The City maintains a park standard of five acres per 1,000 residents and has an inventory of approximately 187 acres of parks. The fee created by the Quimby Act is also commonly referred to as a "park in-lieu fee" since fees can be paid by a subdivider in lieu-of providing a city with dedicated parkland.

The City established its park in-lieu fee by adopting a Quimby Act ordinance in 2000 and it is appropriate to ensure that the fee is updated from time to time to keep up with the

community's population trends and land values. The fee provides a significant funding source for on-going park development and park enhancements to ensure the community's existing park standard is maintained as the City experiences population increases from any new housing subdivision built in the community. The existing fee and proposed fee are identified below and in the attached Resolution. Staff notes that it is not recommending that the entire fee be adopted all at once. The fee can be phased using three equal increases of +/- 33 percent (33%) over an approximate two-year period. Staff recommends the fee be changed by implementing the first of three increases in October, upon adoption of the Resolution designating the updated fee and establishing the schedule for updating the fee. The remaining two increases would occur in 2016 and 2017. The table below depicts the City's current fee, the recommended fee, the total increase amount, and the amount of each of the three increases.

Housing Density/ Housing Type	Current Fee	Recommended Fee	Increase	1st Increase	2nd Increase	3rd Increase	Total Fee
3.5 units per acre (single-family)	\$10,360	\$18,206	\$7,846	\$2,615	\$2,615	\$2,615	\$18,206
3.5-18 units per acre (single-family/ medium density)	\$7,700	\$23,013	\$15,313	\$5,104	\$5,104	\$5,104	\$23,013
18 units per acre (medium density and higher)	\$7,392	\$15,636	\$8,244	\$2,748	\$2,748	\$2,748	\$15,636

Attachment 1 identifies the revised fee and depicts the schedule for increasing the fee incrementally. Willdan Financial Services, a professional consulting firm specializing in municipal finance issues, was hired to undertake the City's Quimby Act fee study. The consultant's analysis and results are included as **Attachment 2**. Staff also evaluated park in-lieu fees from other cities and found that the City's proposed fees would be on par with what other cities have adopted, or could adopt, using the City's land values. **Attachments 3 and 4** provide additional information about that analysis.

BACKGROUND:

The Quimby Act provides cities with a mechanism to ensure new residential subdivisions include an appropriate amount of parks to serve new residents. Alternatively, a residential subdivider can choose to pay a fee to the local agency so that it can enhance existing parks, or develop new parks, provided the facilities serve the neighborhood or subdivision from which the fees were collected.

The basis on which the Quimby Act allows fees to be determined relies on the amount of park acreage that exists in the community. Laguna Hills has an inventory of over 180 acres of current parks (including public and private facilities) which results in an effective standard of over 6-acres of parkland per 1,000 residents considering that the City's population after the 2010 Federal Census was 30,344 residents. The Quimby Act allows the local agency to require up to 5 acres per 1,000 residents. When the City established its fee, a 5-acre per 1,000 resident ratio was established based on all of the parks and

recreation facilities available within the City including joint use school facilities, private parks, and City-owned parks.

Calculation of the Quimby Act fee uses several inputs whose values can fluctuate with time including the value of land and the City's population. These factors have not been updated since 2000 when the City adopted its original fee amount. Given that the 2009 General Plan anticipates that new housing should be built in certain areas of the City, staff recommends that the now 15-year-old fee be updated. Revising the fee amount will help to ensure the community continues to enjoy the high quality standard of park facilities the City has been able to provide as housing and population growth occurs during the life of the 2009 General Plan.

As indicated above, one of the changing values in calculating the fee amount is the fair market value of land. Land values used in establishing the fee in 2000 and the recommended fee are indicated below. As the table indicates, the value of land is differentiated by the number of units permitted per acre (housing density) with land values for higher density housing yielding a higher value than property permitted for single-family housing. Staff notes the land values were determined by a certified appraiser in 2000 and 2014.

Appraised Land Values Used in Quimby Fee Calculations:

	<i>Housing Density/ Housing Type</i>	<i>3.5 Units Per Acre (single-family)</i>	<i>3.5-18.5 Units Per Acre (single-family – medium density)</i>	<i>18.5 Units Per Acre (medium density and higher)</i>
Year				
2000		\$560,000	\$700,000	\$770,000
2014		\$1 million	\$1.5 million	\$2 million

ANALYSIS:

Considering the amount of time that has taken place between updates of the City's fee and the amount of the recommended increase, staff reviewed the ordinances and policies of other cities to compare with the recommended fee. Generally, staff found the recommended fee increase to be in line with what other cities are charging, or could charge, as a park in-lieu fee. In researching park in-lieu fees other cities throughout the county are currently collecting, staff identified several cities that have recently updated their fees and found that the fee ranged from \$10,000 to \$27,000 per unit. In looking at cities in and around South Orange County, San Clemente had the lowest fee at \$5,080 but has not updated its fee since 1991. Newport Beach had the highest fee at \$26,125 despite not having updated its fee since 2007. **Attachment 3** provides additional detail of staff's review of the cities mentioned above. Twelve cities in all were reviewed.

Staff also simulated the fees other cities could collect by utilizing the City's fair market value for land. This analysis was possible since all cities must establish their park in-lieu fee using a designated formula found in the Quimby Act consisting of their community's population per household, fair market land value, and park acreage standard per 1,000 residents. Half of the 12 cities reviewed by staff use the formula approach including Aliso Viejo, Dana Point, Irvine, Lake Forest, Mission Viejo, and Rancho Santa Margarita. The simulated results take each community's individual population per household factor, park acreage standard, and using the fair market value for Laguna Hills, an updated park in-lieu fee was calculated. The results range from \$12,000 per unit to \$33,000 per unit. This analysis is included as **Attachment 4**. The fair market value appraisal is also attached for City Council's information as **Attachment 5**.

CONCLUSION:

Adoption of the proposed park in-lieu fee update ensures the City will be able to maintain the amount and quality of park amenities the City has provided to its residents. The proposed fee guarantees that new residential subdivisions will pay a fair share of providing park amenities as the City implements the 2009 General Plan.

CEQA FINDINGS:

CEQA does not apply to the modification of existing fees related to obtaining funds for capital projects necessary to maintain service within existing service areas. The City Council finds that the proposed fees are necessary to maintain existing levels of service for park facilities as described by this report and its supporting attachments. A Statutory Exemption is adopted pursuant to Section 15273, Chapter 3, Title 14 of the California Code of Regulations.

ATTACHMENTS:

- Attachment 1 – Proposed Resolution
- Attachment 2 – Willdan Report Dated July 31, 2015
- Attachment 3 – Existing Quimby Fees
- Attachment 4 – Simulated Fee Examples
- Attachment 5 – Appraisal Report



RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, UPDATING THE FIGURES FOR THE AVERAGE PERSONS PER HOUSEHOLD, FAIR MARKET VALUE FOR VACANT RESIDENTIAL LAND, AND THE AMOUNT OF THE PARK IN-LIEU FEE FOR THE IMPLEMENTATION OF CHAPTER 8-06 OF THE LAGUNA HILLS MUNICIPAL CODE.

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

WHEREAS, the City Council has adopted an ordinance codified at Chapter 8-06 of the Laguna Hills Municipal Code adopting park dedication and in-lieu fee requirements subject to a formula for determining the parkland dedication and/or in-lieu fee for the City of Laguna Hills; and

WHEREAS, the aforementioned ordinance calls for the City Council to adopt by resolution certain criteria to be utilized to implement said ordinance based on the most recent available federal census and the fair market values for one acre of parkland; and

WHEREAS, the City Council has reviewed the report entitled, City of Laguna Hills Quimby Fee Study, dated July 31, 2015, prepared by Willdan Financial Services estimating the cost of new parks needed to accommodate new residential development in the City, which was prepared for the purpose of updating the City's park dedication and in-lieu fee requirements; and

WHEREAS, the Quimby Fee Study supports adjusting the fee schedule as follows:

Density Classification (Dwelling Units/Gross Acre)	In-Lieu Fee/Dwelling Unit
≤ 3.5	\$18,206
> 3.5 - ≤ 18	\$23,013
> 18	\$15,636

WHEREAS, the City Council wishes to implement the adjustment in three phases over the next two fiscal years; and

WHEREAS, the City Council held a duly noticed public hearing on August 25, 2015 to consider the update to the City's park dedication and in-lieu fee requirements; and

WHEREAS, the City Council continued the public hearing to its meeting of

September 8, 2015 at which time additional public testimony concerning the update to the City's park dedication and in-lieu fee requirements was accepted.

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

SECTION 1. Purpose.

The purpose of this resolution is to establish the average number of persons per dwelling unit size for the dwelling units within certain density classifications, the fair market value per density classification, and in-lieu fees for parkland and recreational facilities pursuant to Chapter 8-06 of the Laguna Hills Municipal Code. The establishment of these figures are necessary in order to determine the amount of land or in-lieu fee that a subdivider will be required to dedicate to the city for acquisition of public parkland and/or the rehabilitation of parkland when a new residential subdivision is created.

SECTION 2. Average Number of Persons per Dwelling Unit.

The number of persons per dwelling unit for each identified density classification as disclosed by the most recent available Federal census is as follows:

<u>Density Classification</u> <u>(Dwelling Units/Gross Acre)</u>	<u>Average Number</u> <u>of Persons/Dwelling Unit</u>
≤ 3.5	3.08
> 3.5 - ≤ 18	2.72
> 18	1.42

SECTION 3. Fair Market Values.

The fair market value for vacant residential properties for each density classification is a follows:

<u>Density Classification</u> <u>(Dwelling Units/Gross Acre)</u>	<u>Fair Market Value</u>
≤ 3.5	\$1,159,000
> 3.5 - ≤ 18	\$1,659,000
> 18	\$2,159,000

SECTION 4. In-Lieu Fee Schedule.

The park in-lieu fees to be paid as a condition of development of each dwelling unit within the following residential density classifications are and shall be as follows:

Density Classification (Dwelling Units/Gross Acre)	In-Lieu Fee/Dwelling Unit
≤ 3.5	\$18,206
$> 3.5 - \leq 18$	\$23,013
> 18	\$15,636

SECTION 5. Implementation of the In-Lieu Fee Schedule.

The In-Lieu Fee Schedule shall be implemented in three phases and shall become effective in accordance with the following timelines:

1. Commencing upon the effective date of this resolution, the amount of the park in-lieu fee shall be as follows:

Density Classification (Dwelling Units/Gross Acre)	In-Lieu Fee/Dwelling Unit
≤ 3.5	\$12,975
$> 3.5 - \leq 18$	\$12,804
> 18	\$10,140

2. Commencing on July 1, 2016, the amount of the park in-lieu fee shall be as follows:

Density Classification (Dwelling Units/Gross Acre)	In-Lieu Fee/Dwelling Unit
≤ 3.5	\$15,591
$> 3.5 - \leq 18$	\$17,909
> 18	\$12,888

3. Commencing on July 1, 2017 the amount of the park in-lieu fee shall be as follows:

Density Classification (Dwelling Units/Gross Acre)	In-Lieu Fee/Dwelling Unit
≤ 3.5	\$18,206

> 3.5 - ≤ 18	\$23,013
> 18	\$15,636

Resolution No. 2000-09-12-2. This resolution updates and revises the schedules previously adopted by Resolution No. 2000-09-12-2 and to the extent in conflict herewith, Resolution No. 2000-09-12-2 is hereby superseded.

SECTION 6. Effective Date. This resolution shall take effect on the thirty-first (31st) day following its adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment 2

Willdan Report Dated July 31, 2015



CITY OF LAGUNA HILLS

QUIMBY FEE STUDY

JULY 31, 2015



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1. Introduction

This report estimates the cost of new parks needed to accommodate new development in the City of Laguna Hills to update the City's park dedication and in-lieu fee requirements.

Background and Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new residential development pays the capital costs associated with the growth caused by the development. To fulfill this objective, public agencies should review and update their fee programs periodically to incorporate the best available information.

The City imposes a park fee under authority granted by the *Quimby Act*, contained in *California Government Code* Sections 66477 *et seq.* This report provides the necessary findings required by the *Act* for imposition of the park dedication and in-lieu fees presented in the fee schedules contained herein. The *Quimby Act* allows a jurisdiction to require developers to dedicate at least three acres and up to five acres per 1,000 residents, if the jurisdiction's existing park standard as of the last Census justifies the higher level.

Public Facilities Financing In California

The changing fiscal landscape in California during the past 30 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out:

- ♦ The passage of a string of tax limitation measures, starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
- ♦ Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses; and
- ♦ Steep reductions in federal and state assistance.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees also known as public facilities fees.

Organization of the Report

The determination of a public facilities fee under the *Quimby Act* begins with the determination of the population at the last census and the resulting park standard for the City. This standard, along with the cost of construction, is used to determine the cost per capita.

Chapter 3 is devoted to documenting the maximum justified public facilities fee for parks.

Chapter 4 describes the fee implementation process.

Facility Standards and Cost Allocation Approach

A facility standard is a policy that indicates the amount of facilities required to accommodate service demand. Examples of facility standards include building square feet per capita and park acres per capita. Standards also may be expressed in monetary terms such as the replacement value of facilities per capita. The adopted facility standard is a critical component in determining development's need for new facilities and the amount of the fee. Standards determine new development's fair share of planned facilities and ensure that new development does not fund deficiencies associated with the existing infrastructure.

The park fees calculated in this report use an existing inventory demand standard translated into facility costs per capita to determine new development's fair share of planned facility costs. A cost standard provides a reasonable method for converting disparate types of facilities, in this case parkland and special use recreational facilities, into a single measure of demand (capital cost per capita). The cost standard is based on the **existing inventory** of parks and recreation facilities. New development would fund the expansion of facilities at the same rate that existing development has provided facilities to date.

2. Land Use Assumptions

This chapter describes the projections of growth used in this study. The existing service population in 2010 is used as the base year of the study and the planning horizon is the year 2030. This chapter also describes the sources of the unit costs for land and buildings used in this study.

Land Use Types

To ensure a reasonable relationship between each fee and the type of development paying the fee, growth projections distinguish between different land use types. The land use types used in this analysis are defined as a range of densities, from less than or equal to 3.5 units per gross acre to greater than 18 units per gross acre.

Growth Projections for City of Laguna Hills

Park and recreation facilities in Laguna Hills primarily serve residents in the City of Laguna Hills. Therefore residents comprise the park and recreation facilities service population.

Population as of 2010, the date of the most recent federal census, is used in the justification of the Quimby standard described in Chapter 3. The planning horizon for this analysis is 2030. Resident growth between 2010 and 2030 comprises the growth increment in this analysis. The estimate for residents in 2030 comes from the City's General Plan EIR Recreation Element.

Table 1 shows estimates of the growth in residents between 2010 and 2030.

Table 1: Parks Service Population

	Residents
Existing (2010)	30,344
Growth (2010 - 2030)	4,306
Total (2030)	34,650

Sources: US Census 2010; Table 5.13-4 from the 2009 General Plan EIR Recreation Element.

Occupant Densities

Occupant densities ensure a reasonable relationship between the increase in service population and amount of the fee. Developers dedicate land and/or pay the fee based on the number of housing units being constructed for residential development. The fee schedule must convert service population estimates into these measures of housing units. This conversion is done with average occupant density factors by land use density, shown in

Table 2. The residential occupant density factors below were derived from data from the 2010 US Census. Housing unit and population counts, by census block were examined using GIS analysis to identify the occupancy density of housing units. Occupancy density factors were identified for three categories in terms of dwelling units per acre.

Table 2: Occupant Density

Density Classification(Units/Gross Acre)

≤ 3.5	3.08	Residents Per Dwelling Unit
>3.5 - ≤18	2.72	Residents Per Dwelling Unit
>18	1.42	Residents Per Dwelling Unit

Sources: 2010 Census TIGER/Line Shapefiles and the 2010 Census Summary File 1 Demographic Profile (DP1); Willdan Financial Services.

3. Parks & Recreation Facilities

The following chapter documents the nexus analysis, demonstrating the need for new park and recreation facilities demanded by new development under the *Quimby Act*. The City can collect at a standard of between 3.0 and 5.0 per 1,000 residents under the *Quimby Act* land dedication requirement.

Existing Park and Recreation Facilities Inventory

The City of Laguna Hills maintains several park and recreation facilities. **Table 3** summarizes the City's existing parkland inventory as of 2010, the year of the last census. All facilities are located within the City limits.

Table 3: Park Land Inventory

	Acres Owned or Under Agreement	Improved/ Constructed Acres
<i><u>City Owned Parks</u></i>		
Beckenham Park	2.75	2.75
Cabot Park	8.60	8.60
Clarington Park	3.49	3.49
Costeau Park	3.67	3.67
El Conejo Park	2.00	2.00
Knotty Pine Park	3.85	3.85
Laguna Hills Community/Sports Center	30.60	30.60
Mackenzie Park	2.85	2.85
Mandeville Park	3.34	3.34
Mendocino Park	3.93	3.93
San Remo Park	1.60	1.60
Santa Vittoria park	2.87	2.87
Stockport Park	3.99	3.99
Veeh Ranch Park	11.00	11.00
Subtotal	84.54	84.54
<i><u>Joint Use Agreement Facilities</u></i>		
Laguna Hillis High School (51.8 acres at 50%)	25.90	25.90
Lormarena School (9.2 acres at 50%)	4.60	4.60
San Joaquin School (10.0 acres at 50%)	5.00	5.00
Valencia School (10.6 acres at 50%)	5.30	5.30
Subtotal	40.80	40.80
<i><u>Private Parks</u>¹</i>		
Aliso Meadows Park	1.00	1.00
Casa de Laguna Park	5.25	5.25
Dapple Grey Park	3.47	3.47
Fossil Park Park	1.00	1.00
Gallup Park	5.17	5.17
Hidden Trail Park	2.44	2.44
Laguna Village Park	4.57	4.57
Moulton Park	2.77	2.77
Moulton Ranch Park	8.22	8.22
Nellie Gail Equestrian Center Park	20.11	20.11
Sheep Hills Park	8.00	8.00
Quail Creek Park	2.00	2.00
Bella Vista Park	0.50	0.50
Lomas Laguna Park	2.00	2.00
Sunset Place Park	0.50	0.50
Reef Park	1.00	1.00
Subtotal	68.00	68.00
Total - Developed Parkland	193.34	193.34

¹ Private parks must have an irrevocable offer of dedication (IOD) to be included in this inventory.

Source: City Of Laguna Hills General Plan Conservation And Open Space Element, Table COS-3, COS-4.

Park Facility Standards

Park facility standards establish a reasonable relationship between new development and the need for expanded park facilities. Information regarding the City's existing inventory of existing parks facilities was obtained from City staff.

The most common measure in calculating new development's demand for parks is the ratio of park acres per resident. In general, facility standards may be based on a jurisdiction's existing inventory of park facilities, or an adopted policy standard contained in a master facility plan or general plan. Facility standards may also be based on a land dedication standard established by the Quimby Act.¹

Quimby Act Standard

The Quimby Act specifies that the dedication requirement must be a minimum of 3.0 acres and a maximum of 5.0 acres per 1,000 residents. A jurisdiction can require residential developers to dedicate above the three-acre minimum if the jurisdiction's existing park standard at the time it adopted its Quimby Act ordinance justifies the higher level (up to five acres per 1,000 residents). The standard used must also conform to the jurisdiction's adopted general or specific plan standards.

The Quimby Act only applies to land subdivisions. The Quimby Act would not apply to residential development on future approved projects on single parcels, such as apartment complexes and other multi-family development.

The Quimby Act allows payment of a fee in lieu of land dedication. The fee is calculated to fund acquisition of the same amount of land that would have been dedicated.

The Quimby Act allows use of in-lieu fee revenue for any park or recreation facility purpose. Allowable uses of this revenue include land acquisition, park improvements including recreation facilities, and rehabilitation of existing park and recreation facilities.

City of Laguna Hills Park Facilities Standards

To calculate new development's need for new parks, municipalities commonly use a ratio expressed in terms of developed park acres per 1,000 residents. **Table 4** documents the City's standard as of the last Census for the Quimby Act standard. Because the City's standard is over five acres per 1,000 residents, the applicable standard is the maximum allowed under the Quimby Act of five acres per 1,000 residents.

¹ *California Government Code §66477.*

Table 4: Existing Level of Service

	Quimby Act Standard
Total - Improved Park Acreage	193
Service Population (Residents)	30,488
Level of Service Standard (Acres per 1,000 Residents)	6.34
Effective Level of Service Standard (Acres per 1,000 Residents) ¹	5.00

¹ The maximum allowed under the *Quimby Act* is 5.00 acres/1,000 residents.

Sources: Tables 1 and 3; Willdan Financial Services.

Parkland Unit Costs

Table 5 shows the estimated cost per acre for developing parkland, including land acquisition and improvements to make the land suitable for use as a park. The land values were developed based on an analysis of local comparable properties sold in Laguna Hills by a real estate appraiser. The values range from \$1.0 million to \$2.0 million per acre depending on density. For each density category the land value for that category is applied on the logic that nearby land will be similarly zoned and will have to be acquired to fund neighborhood parks.

Table 5: Parkland Unit Costs

Density Classification (Units/Gross Acre)	Cost	
<u>≤ 3.5</u>		
Land Acquisition ¹	\$	1,000,000
Improvements ²		<u>159,000</u>
Total	\$	1,159,000
<u>>3.5 - ≤18</u>		
Land Acquisition ¹	\$	1,500,000
Improvements ²		<u>159,000</u>
Total	\$	1,659,000
<u>>18</u>		
Land Acquisition ¹	\$	2,000,000
Improvements ²		<u>159,000</u>
Total	\$	2,159,000

Note: Figures have been rounded.

¹ Kiley Company Real Estate Appraisers, July 3, 2014.

Sources: *Land value analysis to develop an opinion of market value for a hypothetical undeveloped parcel of residential land at various densities in the city of Laguna Hills, California*, Kiley Company Real Estate Appraisers, July 3, 2014; Willdan Financial Services.

Facilities Needed to Accommodate New Development

Table 6 shows the park facilities needed to accommodate new development at the existing standard. To achieve the standard by the planning horizon, depending on the amount of development subject to the Quimby Act, new development must fund the purchase and improvement of nearly 21 parkland acres, at a maximum total cost of \$41.6 million (depending on what land types must be acquired).

It is important to note, however, that not all development will necessarily be subject to the Quimby Act, and some development will dedicate land in lieu of the fee, so the total indicated may not be achieved.

Table 6: Park Facilities to Accommodate New Development

	Calculation	Parkland
<u>Parkland</u>		
Facility Standard (acres/1,000 residents)	A	5.00
Resident Growth (2014-2030)	B	4,162
Facility Needs (acres)	$C = (B / 1,000) \times A$	20.81
Maximum Average Unit Cost (per acre)	D	\$ 2,000,000
Maximum Total Cost of Parkland To Serve New Development	$E = C \times D$	\$ 41,620,000

Note: Totals rounded to the thousands.

Sources: Tables 1, 4 and 5.

Parks Cost per Capita

Table 7 shows the cost per capita of providing new park facilities at the existing facility standard, limited by the maximum allowed under the *Quimby Act*.

Table 7: Cost per Capita - Existing Level of Service

Density Classification	Calculation	Cost
<u>≤ 3.5</u>		
Parkland Investment (per acre)	A	\$ 1,159,000
Existing Level of Service (acres per 1,000 residents)	B	5.00
Total Cost Per 1,000 capita	$C = A \times B$	\$ 5,795,000
Cost Per Resident	$D = C / 1,000$	\$ 5,795
<u>>3.5 - ≤18</u>		
Parkland Investment (per acre)	A	\$ 1,659,000
Existing Level of Service (acres per 1,000 residents)	B	5.00
Total Cost Per 1,000 capita	$C = A \times B$	\$ 8,295,000
Cost Per Resident	$D = C / 1,000$	\$ 8,295
<u>>18</u>		
Parkland Investment (per acre)	A	\$ 2,159,000
Existing Level of Service (acres per 1,000 residents)	B	5.00
Total Cost Per 1,000 capita	$C = A \times B$	\$ 10,795,000
Cost Per Resident	$D = C / 1,000$	\$ 10,795
Sources: Tables 4 and 5; Willdan Financial Services.		

Use of Fee Revenue

The City plans to use park facilities fee revenue to purchase parkland or construct improvements to add to the system of park and recreation facilities that serves new development. The City may only use impact fee revenue to provide facilities and intensify usage of existing facilities needed to serve new development. Depending on the amount of development subject to the Quimby Act, new development must fund the purchase/acquisition and improvement of nearly 21 parkland acres through the planning horizon of 2030.

Fee Schedule

In order to calculate fees by land use type, the investment in park facilities is determined on a per resident basis for both land acquisition and improvement. These investment factors (shown in Table 7) are investment per capita based on the unit cost estimates and facility standards.

Table 8 shows the park facilities fee based on the maximum Quimby standard. The fee includes a component for park improvements based on the City's existing standard. The investment per capita is converted to a fee per dwelling unit.

The total fee includes an administrative charge to fund costs that include: (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Table 8: Park Facilities Fee Schedule - Quimby Act

	A	B	C = A x B	D = C x 0.02	E = C + D
Density (units/gross acre)	Cost Per Capita	Density	Base Fee ¹	Admin Charge ^{1, 2}	Total Fee ¹
<u>≤ 3.5</u>					
Parkland and Improvements	\$ 5,795	3.08	\$ 17,849	\$ 357	\$ 18,206
<u>>3.5 - ≤18</u>					
Parkland and Improvements	\$ 8,295	2.72	\$ 22,562	\$ 451	\$ 23,013
<u>>18</u>					
Parkland and Improvements	\$ 10,795	1.42	\$ 15,329	\$ 307	\$ 15,636

¹ Persons per dwelling unit.

² Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2 and 7; Willdan Financial Services.

4. Implementation

Impact Fee Program Adoption

Impact fee program adoption procedures are found in the *California Government Code Section 66477*. Adoption of a Quimby fee program requires the City Council to follow certain procedures including holding a public meeting. The City already has a Quimby Ordinance in place, so the update will require notice and adoption of a resolution revising the acreage costs, densities, and fees as calculated in this report.

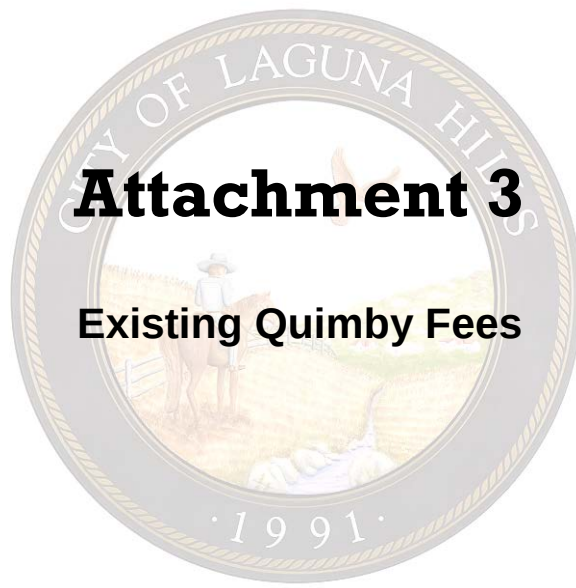
Fee Accounting

The City should deposit fee revenues into separate restricted fee accounts for Quimby fees. Fees should only be expended pursuant to the City's Ordinance and the Act.

Programming Revenues and Projects with the CIP

The City should commit all projected fee revenues and fund balances to specific projects in a Capital Improvements Program. These should represent the types of facilities needed to serve growth and described in this report. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues. The CIP also provides the documentation necessary for the City to hold funds in a project account for longer than five years if necessary to collect sufficient monies to complete a project.

The City may decide to alter the scope of the planned projects or to substitute new projects as long as those new projects continue to represent an expansion of the City's facilities. If the total cost of facilities varies from the total cost used as a basis for the fees, the City should consider revising the fees accordingly.

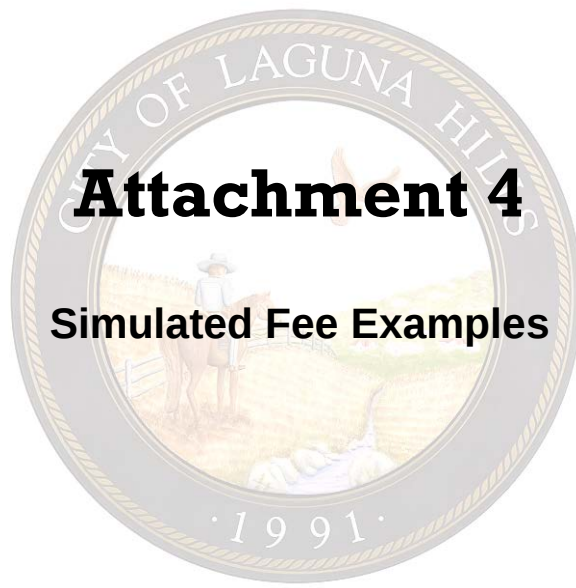


Attachment 3

Existing Quimby Fees

ATTACHMENT 3 - Quimby Fee Information (Existing Conditions)

	City	Last Update	Housing Type	Fee	Park Standard	Notes
1	Aliso Viejo		Any	Fair Market Value (FMV)	5-acres per 1,000	
2	Costa Mesa	2015	Any	\$13,572 - \$13, 829	3-acres per 1,000	Opted not to increase fees resulting in a +/- 50% discount in eligible fees.
3	Dana Point		Any	FMV	5-acres per 1,000	
4	Irvine		Any	FMV+	5-acres per 1,000	FMV includes cost for certain improvements
5	Laguna Hills	2000	Any	\$15,636-\$23,013	5-acres per 1,000	Eligible fee is pending City Council review
6	Laguna Niguel	2015	Any	\$16,050-\$18,880	3-acres per 1,000	Prior update was 1992
7	Lake Forest		Any	FMV	5-acres per 1,000	Recent Dev. Agreements establish fees @ \$16k-\$27k per unit.
8	Mission Viejo		Any	FMV	5-acres per 1,000	
9	Newport Beach	2007	Any	\$26,125.00	5.1 acres per 1,000	Fee fixed per resolution.
10	Rancho Santa Margarita		Any	FMV+	3-acres per 1,000	FMV includes cost for certain improvements
11	San Clemente	1991	Any	\$5080-\$6823	5-acres per 1,000	
12	San Juan Capistrano	2001	SFR MF	49 units or less - \$11600/ >50 then FMV \$10,512	5-acres per 1,000	
13	Yorba Linda	2015	Any	\$12,873 before 7-1-16 then \$16,716 for SF \$8,254 before 7-1-16 then \$10,718 for MF	2-acres per 1,000	Phased in fee increase over two years.



Attachment 4

Simulated Fee Examples

Attachment 4 - Simulated Fees

Definitions

Units: Number of dwelling units
Density: Units per acre
PPH: Persons Per Household
POP: Population of the development
Acres/DU: Park acreage required for each Unit
Parkland: Total parkland required for the development in acres
Appraised Value Per Acre: Value of land according to allowable density including cost to develop.
Total Fee: Acreage of required parkland multiplied by the Appraised Value Per Acre
Fee Per Unit: Total Fee divided by number of units
Admin. Charge: 2% charge added for cost of updating the Quimby Fee, and administering the fee including accounting/ auditing/ monitoring
Total Fee Per Unit: Fee per unit plus Admin. Charge

Laguna Hills: 5-acres per 1,000 residents										
Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre (+ park improvements)	Total Fee	Fee Per Unit	Admin. Charge	Total Fee Per Unit
3.5<	100	3.08	308	0.0154	1.54	\$1,159,000.00	\$1,784,860.00	\$17,848.60	\$356.97	\$18,205.57
3.5-18	100	2.72	272	0.0136	1.36	\$1,659,000.00	\$2,256,240.00	\$22,562.40	\$451.25	\$23,013.65
>18	100	1.42	142	0.0071	0.71	\$2,159,000.00	\$1,532,890.00	\$15,328.90	\$306.58	\$15,635.48

Aliso Viejo: 5-acres per 1,000 residents											Notes:
Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	
3.5<										Does Not Exist	Simulated
8-18	100	2.48	248	0.0124	1.24	\$1,659,000	\$2,057,160	\$20,572	\$411	\$20,983	
>18	100	2.48	248	0.0124	1.24	\$2,159,000	\$2,677,160	\$26,772	\$535	\$27,307	

Costa Mesa: 4.26 Acres per 1,000 residents											
Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	
3.5<	100	2.61	261	0.0131	1.11	\$1,159,000	\$1,288,646	\$12,886	\$258	\$13,144	Simulated
8-18	100	2.61	261	0.0131	1.11	\$1,659,000	\$1,844,576	\$18,446	\$369	\$18,815	
>18	100	2.61	261	0.0131	1.11	\$2,159,000	\$2,400,506	\$24,005	\$480	\$24,485	

Dana Point: 5-acres per 1,000 residents											
Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	
3.5<	100	2.09	209	0.0105	1.05	\$1,159,000	\$1,212,630	\$12,126	\$243	\$12,369	Simulated
3.5-18	100	2.09	209	0.0105	1.05	\$1,659,000	\$1,735,767	\$17,358	\$347	\$17,705	
>18	100	2.09	209	0.0105	1.05	\$2,159,000	\$2,258,904	\$22,589	\$452	\$23,041	

Irvine: 5-acres per 1,000 residents											
Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	
3.5<	100	3.1	310	0.0155	1.55	\$1,159,000	\$1,796,450	\$17,965	\$359	\$18,324	Simulated
6.5-18	100	2.75	275	0.0138	1.38	\$1,659,000	\$2,281,125	\$22,811	\$456	\$23,267	
18-31	100	2.25	225	0.0113	1.13	\$2,159,000	\$2,428,875	\$24,289	\$486	\$24,775	
>31	100	1.46	146	0.0073	0.73	\$2,159,000	\$1,576,070	\$15,761	\$315	\$16,076	

Laguna Niguel: 3-acres per 1,000 residents											
Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	
3.5<	100	3.21	321	0.0161	1.61	\$1,000,000	\$1,605,000	\$16,050	\$321	\$16,371	Actual Fee + Admin.
6.6-15.5	100	2.59	259	0.0130	1.30	\$1,400,000	\$1,813,000	\$18,130	\$363	\$18,493	
15.6-18	100	1.99	199	0.0100	1.00	\$1,700,000	\$1,691,500	\$16,915	\$338	\$17,253	
>18	100	1.88	188	0.0094	0.94	\$2,000,000	\$1,880,000	\$18,800	\$376	\$19,176	

Lake Forest: 5 acres per 1,000 residents

Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	Simulated
3.5<	100	2.852	285	0.0143	1.43	\$1,159,000	\$1,652,927	\$16,529	\$331	\$16,860	
3.5-18	100	2.852	285	0.0143	1.43	\$1,659,000	\$2,366,010	\$23,660	\$473	\$24,133	
>18	100	2.852	285	0.0143	1.43	\$2,159,000	\$3,079,094	\$30,791	\$616	\$31,407	

Mission Viejo: 5-acres per 1,000 residents

Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	Simulated
3.5<	100	3.21	321	0.0161	1.61	\$1,159,000	\$1,860,195	\$18,602	\$372	\$18,974	
6.6-15.5	100	2.59	259	0.0130	1.30	\$1,659,000	\$2,148,405	\$21,484	\$430	\$21,914	
18-25.6	100	1.99	199	0.0100	1.00	\$2,159,000	\$2,148,205	\$21,482	\$430	\$21,912	
>25.6	100	1.88	188	0.0094	0.94	\$2,159,000	\$2,029,460	\$20,295	\$406	\$20,700	

Newport Beach: 5.1 acres per 1,000 residents

Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	Simulated
3.5<	100	1.92	192	0.0096	0.96	\$1,159,000	\$1,112,640	\$11,126	\$223	\$11,349	
3.5-18	100	1.92	192	0.0096	0.96	\$1,659,000	\$1,592,640	\$15,926	\$319	\$16,245	
>18	100	1.92	192	0.0096	0.96	\$2,159,000	\$2,072,640	\$20,726	\$415	\$21,141	

RSM - 3 acres per 1,000 residents (GP EIR)

Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	Simulated
3.5<	100	3.21	321	0.0161	1.61	\$1,159,000	\$1,860,195	\$18,602	\$372	\$18,974	
6.6-15.5	100	2.59	259	0.0130	1.30	\$1,659,000	\$2,148,405	\$21,484	\$430	\$21,914	
18-25.6	100	1.99	199	0.0100	1.00	\$2,159,000	\$2,148,205	\$21,482	\$430	\$21,912	
>25.6	100	1.88	188	0.0094	0.94	\$2,159,000	\$2,029,460	\$20,295	\$406	\$20,700	

San Clemente: 5-acres per 1,000 residents

Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	Simulated
3.5<	100	2.73	273	0.0137	1.37	\$1,159,000	\$1,582,035	\$15,820	\$316	\$16,137	
6.6-15.5	100	2.08	208	0.0104	1.04	\$1,659,000	\$1,725,360	\$17,254	\$345	\$17,599	
15.6-18	100	2.37	237	0.0119	1.19	\$2,159,000	\$2,558,415	\$25,584	\$512	\$26,096	
>18	100	2.01	201	0.0101	1.01	\$2,159,000	\$2,169,795	\$21,698	\$434	\$22,132	

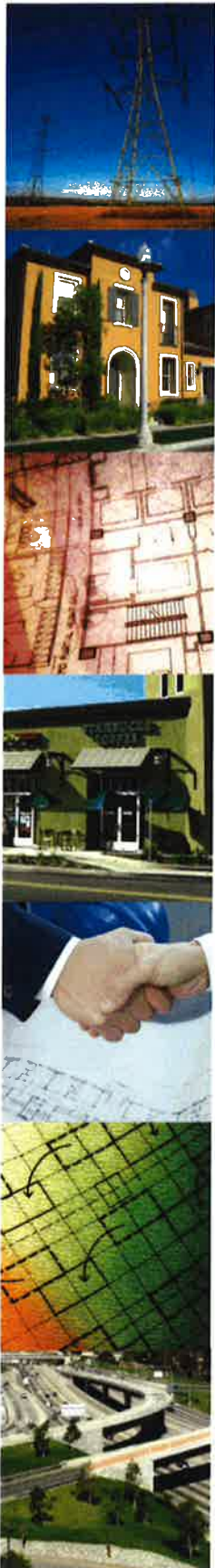
San Juan Capistrano: 5-acres per 1,000 units

Density	Units	PPH	POP	Acres/ DU	Parkland	Appraised Value Per Acre	Total Fee	Fee Per Unit	Admin. Charge	Comparable Total Fee Per Unit	Simulated
3.5<	100	3.03	303	0.0152	1.52	\$1,159,000	\$1,755,885	\$17,559	\$351	\$17,910	
3.5-18	100	3.03	303	0.0152	1.52	\$1,659,000	\$2,513,385	\$25,134	\$503	\$25,637	
>18	100	3.03	303	0.0152	1.52	\$2,159,000	\$3,270,885	\$32,709	\$654	\$33,363	



Attachment 5

Appraisal Report



APPRAISAL REPORT

Residential Land
City of Laguna Hills
California

Prepared for:

City of Laguna Hills
Mr. David Chantarangsu, ALCP
24035 El Toro Road
Laguna Hills, CA 92653

Effective Date of Value
June 25, 2014

Date of Report
July 3, 2014

KILEY COMPANY
REAL ESTATE APPRAISERS

Celebrating Over 20 Years

July 3, 2014

City of Laguna Hills
Mr. David Chantarangsu, ALCP
24035 El Toro Road
Laguna Hills, CA 92653

Re: Our File No. 14-4846
Land value analysis to develop an opinion of market value for a hypothetical undeveloped parcel of residential land at various densities in the city of Laguna Hills, California.

Dear Mr. Chantarangsu:

In accordance with your authorization, the investigation and analysis of the market data has been made to provide an opinion of the market value of a hypothetical parcel of undeveloped residential land to be used to assist in updating the City's park in-lieu fees and a possible adoption of a new open space impact fee for new residential development. This hypothetical parcel of land is intended to represent the value of an average acre of undeveloped residential land within the city of Laguna Hills.

The function of this report is to serve as part of the formula to assist in updating the City's park in-lieu fee. The findings and opinions should not be used for any other purpose. The intended user is the City of Laguna Hills. No other party shall have any right to rely on any service provided by the Kiley Company without prior written consent.

The analysis considers a universe of properties, which are intended to be representative of the hypothetical average acre parcel. The individual land value conclusion is not intended to be representative of any specific or individual property, but rather is developed to serve as a portion of the formula used to determine the City's park in-lieu fee. The development of an individual opinion of value is not the intended purpose of this assignment, and the individual finding should not necessarily be mathematically extended to other properties or other purposes.

This is a narrative report under Section 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). The reported analyses, opinions and conclusion were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, USPAP, and guidelines set forth by the City of Laguna Hills.

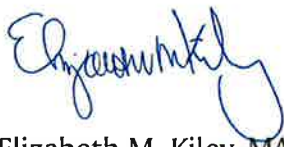
Market Value

Based on a review of the market data, the concluded opinion of market value for a "hypothetical" parcel of undeveloped residential land in Laguna Hills at various density classifications, as of June 25, 2014, would be as follows:

Market Value Conclusion	
Dwelling Units/Gross Acre	Value/Acre
< or = to 3.5	\$1,000,000
> 3.5 - < or + to 18	\$1,500,000
>18	\$2,000,000

The opinions and conclusion are subject to the definitions, certifications, assumptions and limiting conditions summarized in this report. The following is a narrative report which sets forth the investigation, data, and analyses upon which the conclusion is predicated. This letter must remain attached to the report in order for the conclusion to be considered valid.

Respectfully submitted,



Elizabeth M. Kiley, MAI, AI-GRS
Certified General Real Estate Appraiser
Certificate No. AG005391
Expiration Date: April 13, 2016



Steven M. Botts
Certified General Real Estate Appraiser
Certificate No. AG031456
Expiration Date: July 29, 2015

SUMMARY OF FACTS AND CONCLUSIONS

<u>PROPERTY AND LOCATION</u>	Hypothetical vacant parcel of undeveloped residentially zoned land located in the City of Laguna Hills, California
<u>REPORT EFFECTIVE DATE</u>	June 25, 2014
<u>DATE OF REPORT</u>	July 3, 2014
<u>TYPE OF REPORT</u>	Narrative
<u>INTEREST APPRAISED</u>	Fee simple ownership assumed
<u>SITE AREA</u>	There is no specific property identified and, therefore, there is no specific site size.
<u>ZONING</u>	Residential at various density classifications
<u>CONDITION</u>	Undeveloped

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INTRODUCTION

Location: Hypothetical parcel of undeveloped residential land located in the City of Laguna Hills, California

Purpose of Report: To provide an opinion of the market value of a hypothetical parcel of undeveloped residential land to be used to assist in updating the City's park in-lieu fees and a possible adoption of a new open space impact fee for new residential development

Intended Use: To assist in updating the City's Park In-lieu Fees and a possible adoption of a new open space impact fee for new residential development. The appraisal should not be used for any other purpose.

Intended User: The City of Laguna Hills is the intended user. No other party shall have any right to rely on any service provided by the Kiley Company without prior written consent.

Date of Value Opinion: June 25, 2014

Date of Report: July 3, 2014

Property Rights: Fee simple ownership assumed

Appraisal Scope: As part of this assignment, a number of independent investigations and analyses were made. This analysis is primarily based on appraisal methodology, but is not an appraisal of any individual or specific property. This analysis considers a universe of properties, in order to develop an opinion of fair market value of undeveloped residential land within the city of Laguna Hills. As such, the individual conclusion drawn is not intended to be representative of any specifically identified property, but rather is developed to determine a reasonable average value. The development of an individual value opinion is not the purpose of this assignment.

The investigations and analyses undertaken include the following:

- Examination of maps, aerial photographs, traffic studies and zoning ordinances in the area;
- A review of land sale and listing data;
- A review of home sale and listing data;

- Collection and verification of relevant market data from sources such as CRMLS, Ryness, FASTWeb, Realist, CoStar and others. Direct and indirect verification was used for this assignment. Direct verification confirms information with a party directly involved in the transaction. Indirect verification uses information obtained from a secondary data source such as a public records database, a secondary data provider or another appraiser;
- Interviews with knowledgeable professionals such as brokers and developers, as well as local governmental personnel and documents regarding real property values, real estate taxes, and zoning issues in the area;
- A primary study of potentially competitive properties and projects for sale; and
- Preparation of a report, which includes the most pertinent data and analyses used in estimating the final conclusion.

Type of Report:

Narrative

USPAP Competency:

The appraisers have the required knowledge and experience in the analysis of similar property types.

Estimated Marketing and Exposure Period:

The Appraisal Standards Board of the Appraisal Foundation defines and explains exposure time as:

“The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges under various market conditions.”

The value of the subject property has been based on the market value definition. The market value definition calls for the valuation to be established based on exposure in the open market for a “reasonable time,” which is influenced by price, use type and anticipated market

conditions, such as changes in the cost and availability of funds.

The most relevant market measure of exposure time is generally provided by the exposure time of the similar properties, which usually ranges from three months to over a year for residential land and subdivisions. A reasonable marketing and exposure time for the subject property would be six months.

Assumptions and Limiting Conditions

The certification of the appraisers appearing in this appraisal consulting report are subject to the following general assumptions and limiting conditions:

Hypothetical Condition

USPAP defines a hypothetical condition as *“a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”* The use of hypothetical conditions may have an affect on the assignment results. There is no specifically located subject property. This analysis is based on the hypothetical condition that the parcel of undeveloped residential land actually exists, when in fact an individual parcel is not identified. This hypothetical parcel of land is intended to represent the value of undeveloped residential land at various densities within the city of Laguna Hills.

Extraordinary Assumptions

USPAP defines an Extraordinary Assumption to be *“an assumption directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinion or conclusion.”* The use of extraordinary assumptions may have an affect on the assignment results.

General Assumptions

The appraisers assume no responsibility for economic, legal or physical factors, which may affect the opinions herein stated, occurring at some date after the date of value.

No responsibility is assumed for matters legal in character and no opinion is rendered as to title, which is assumed to be good and marketable. The premises are assumed to be free and clear of all leases, use restrictions and reservations, covenants, conditions, easements, cases or actions pending, tax liens and bonded indebtedness, except as specified. The properties are assumed to be under responsible ownership and competent management.

The right is reserved to change the opinions and conclusion if so warranted, when supplied with further information if that information so dictates.

Any estimates or projections included in this report are not predictions of the future. Rather, they are estimates of expectations based on current market conditions. The achievement of the projections may be affected by fluctuations in economic conditions and is dependent upon future occurrences that cannot be assured. Actual results may vary from the projections included in this report.

No survey, legal or engineering analyses have been made. It is recommended that such analyses be made for exact verification through appropriate professionals before demising, hypothecating, or making any decision requiring survey, legal or engineering analyses.

Maps, plats and exhibits included in this report are for illustration only, as an aid for the reader in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced or used apart from this report.

The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

No opinion is intended to be expressed for matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.

Definitions

Market Value (The Dictionary of Real Estate Appraisal, Fifth Edition, 2010, Appraisal Institute, Chicago, IL p. 123)

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in the definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they considers their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee Simple Estate (The Dictionary of Real Estate Appraisal, Fifth Edition, 2010, Appraisal Institute, Chicago, IL p. 78)

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

AREA DESCRIPTION

Orange County

Orange County covers an area of approximately 798.3 square miles, three-quarters of which is privately owned. There are 34 cities and numerous unincorporated communities within Orange County. Orange County is the second most populous county in the state, surpassed only by Los Angeles County.

ORANGE COUNTY POPULATION TRENDS			
Year	Population	Annual Change	Annual % Change
2004	2,948,135	---	---
2005	2,956,847	8,712	0.3%
2006	2,956,334	(513)	0.0%
2007	2,960,659	4,325	0.1%
2008	2,974,321	13,662	0.5%
2009	2,990,805	16,484	0.6%
2010	3,010,232	19,427	0.7%
2011	3,028,846	18,614	0.6%
2012	3,055,792	26,946	0.9%
2013	3,085,269	29,477	1.0%
2014	3,113,991	28,722	0.9%

Source: California Department of Finance, April 2014

The following section is an overview of the demographic and economic trends in Orange County. Most of the data is based on the November 2013 Economic and Business Review for 2014, published by Chapman University.

The bottom of the recent national cycle occurred in 2009. Orange County gross domestic product (GDP) data is not available, but tracks with the national GDP. Economic growth has been slow with real GDP increases of 2.5% in 2010, 1.8% in 2011, 2.8% in 2012 and 1.7% in 2013. Chapman is forecasting a real GDP growth of 2.2% for 2014. Generally, county economic conditions are reflecting a similar mild expansion that pales in comparison to previous recoveries.

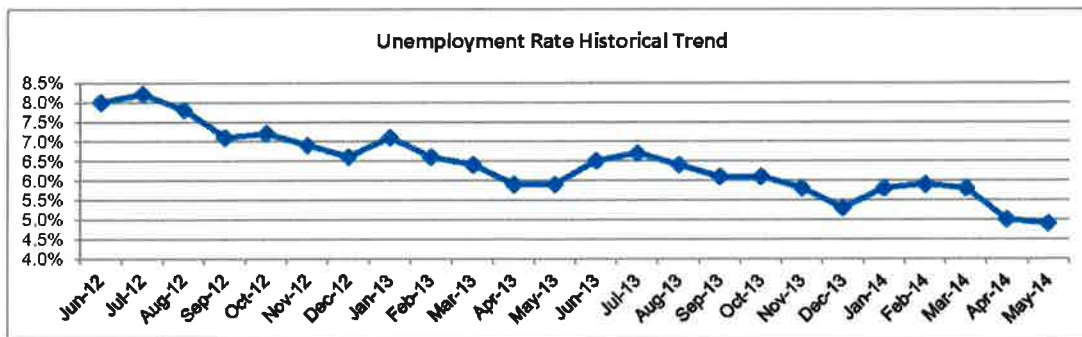
The employment data indicates that the Southern California unemployment rate remains elevated. The labor force participation rate is falling, a sign that many people have simply given up looking for a job. As a result, the unemployment rate is likely to understate the true unemployment picture.

Going into 2014, there are several positive trends. Average household debt service payments as a share of disposable income have reached new lows. Household net worth increased, fueled by rising home prices and a strong stock market. Chapman forecasts that consumer spending will maintain a positive growth trajectory, but likely in the 2.0% range it has sustained since the recovery began.

Job growth in 2013 was approximately 2.0% with slightly faster 2.5% job growth projected for 2014. Approximately 28,600 new jobs were created in 2013 and approximately 35,300 are anticipated for 2014.

Although the recession is formally over, there continues to be lingering effects of the impact of the downturn. This is true in the labor markets, where high rates of unemployment and low levels of job formation appear to be the new norm. This recovery is tepid and growth will not be high enough to lead to a significant decline in unemployment. However, most recoveries at this stage would have already begun experiencing the pressure of accelerating inflation and tightening labor markets. This recovery is still in gear with no signs of inflationary pressure.

The unemployment rate in Orange County was 4.9% in May 2014, down from a revised 5.0% in April 2014, and below the year-ago estimate of 5.9%. This compares with an unadjusted unemployment rate of 7.1% for California and 6.1% for the nation during the same time period. The following chart displays the historical trends in the unemployment rate for Orange County.



State of California, Employment Development Department, Labor Force and Industry Employment Data for Orange County

The following table reflects the comparative forecasts for California and Orange County indicators by local economic groups. All forecast positive job growth for 2012 and 2013, ranging from 20,000 to 26,000 jobs. Personal income growth and building permits are also expected to increase. National GDP is projected to grow modestly in the 2.2% to 3.0% range.

2013/2014 Forecast	LAEDC (July 2013)	Chapman University (Nov. 2013)	Cal State Fullerton (Oct. 2013)	UCLA (Sept. 2013)
Job Growth	2.6%	2.5%	2.5%	1.5%
Unemployment Rate	5.2%	N/A	5.6%	7.9%
Personal Income Growth	5.6%	5.5%	N/A	3.3%
Building Permits	12.5%	14.6%	N/A	N/A
US GDP	2.4%	2.2%	2.5%	3.0%

The Chapman University 2014 Economic and Business Forecast reflects the following trends in the key economic factors for Orange County, showing the county is now performing slightly better than the state and national averages.

ORANGE COUNTY ECONOMIC TRENDS AND FORECAST Year-to-Year Percentage Change						
	2009	2010	2011	2012	2013 Estimate	2014 Forecast
Employment Growth	-7.4%	-1.3%	1.1%	2.3%	2.0%	2.5%
Personal Income	-6.8%	1.3%	4.8%	3.1%	5.0%	5.5%
Taxable Sales	-14.7%	4.3%	8.5%	6.3%	5.8%	6.1%
Construction Activity - Dwelling Units	-30.4%	40.5%	55.5%	28.2%	40.3%	13.4%
C.P.I.	-0.8%	1.2%	2.7%	2.0%	1.4%	2.3%
Resale Home Price Appreciation	-7.7%	7.6%	-5.7%	4.9%	19.8%	5.6%

Personal income growth peaked in 2006 when the growth rate of 8.0% was attained. Income growth turned positive in 2010 and is projected to increase by 5.5% in 2014. The recovery in the stock market, lower unemployment, reduction in debt, and higher home prices have improved the balance sheets of households, which helps to support consumer spending and consumer confidence. The forecast for Orange County taxable sales is shown in the following table.

ORANGE COUNTY TAXABLE SALES		
Year	Taxable Sales (\$ Millions)	Annual % Change
2009	\$45,714	-14.7%
2010	\$47,667	4.3%
2011	\$51,731	8.5%
2012	\$54,982	6.3%
2013 (Estimate)	\$58,182	5.8%
2014 (Forecast)	\$61,752	6.1%

Taxable sales hit the low point in 2009, dropping by a significant 14.7%. Taxable sales showed a modest rebound in 2010, returning to positive growth. Taxable sales are estimated to increase by 5.8% in 2013 and are forecast to increase by 6.1% in 2014. Retailers are optimistic that sales are trending in a positive direction.

Construction activity is rebounding with the value of housing permits steadily increasing since 2009. Construction activity has been increasing on a numeric basis since 2010. More positively, the 2014 forecast is for 9,802 dwelling units, above the 7,072 permits in 2007 at the height of the boom. Resale home price appreciation at 19.8% for the county reflects positive movement in 2013. Chapman forecasts resale home price appreciation of 5.6% for Orange County in 2014. Home prices are increasing due to positive job growth, limited supply and historically low interest rates. The inventory of homes for sale has stayed at a very low level, which is providing price support. Historically low interest rates continue to result in high affordability levels.

ORANGE COUNTY TOTAL CONSTRUCTION DWELLING UNITS		
Year	Number of Dwelling Units	Percent Change
2009 - Actual	2,200	-30.4%
2010 - Actual	3,091	40.5%
2011 - Actual	4,807	55.5%
2012 - Actual	6,163	28.2%
2013 - Estimate	8,646	40.3%
2014 - Forecast	9,802	13.4%

Conclusion

With mostly positive economic indicators, Orange County is facing a continued moderate but positive economic environment in 2014. The economic environment in 2014 should be slightly more positive than early 2013. Job growth in 2012 was approximately 31,600 jobs, with 28,600 new jobs projected in 2013 and a forecast of 35,300 new jobs in 2014.

The area's fundamentals of high education, high income, new building stock, and near perfect weather continue to provide a foundation for the county. Technology, medical research and the ports to the north in Los Angeles also help support the area's businesses. Most economists call for economic conditions to continue to be generally improving in 2014 despite the potential moderating effects of higher interest rates and reduced government spending.

A map depicting the location of the Laguna Hills within the Orange County region follows.

Regional Map



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City of Laguna Hills

Laguna Hills covers approximately 6.4 square miles. The city of Laguna Hills is located in South Orange County near the cities of Irvine, Lake Forest, Laguna Woods, Aliso Viejo, Laguna Niguel and Mission Viejo. The southern border of the city is located approximately seven miles from the Pacific Ocean. The city was incorporated on December 20, 1991. In July 1996, the city annexed the North Laguna Hills area, and in September 2000 it annexed the “Westside” area. Laguna Hills is home to approximately 33,000 people.

Population statistics were tracked from 2004 to the present year. The population has remained relatively stable. The following table shows the city’s population and growth rate.

Population in Laguna Hills		
Year	Population	Percent Change
2004	31,676	---
2005	31,421	-0.81%
2006	31,096	-1.03%
2007	30,818	-0.89%
2008	30,656	-0.53%
2009	30,494	-0.53%
2010	30,396	-0.32%
2011	30,407	0.04%
2012	30,564	0.52%
2013	30,737	0.57%
2014	30,857	0.39%
Source: California Department of Finance, April 2014		

The city of Laguna Hills is home to the Laguna Hills Mall, located near the intersection of the Santa Ana (I-5) Freeway and the El Toro Road exit. The Laguna Hills Mall was renovated in the mid-1990s and is anchored by Macy's, JCPenney and Sears, and has an additional 100 specialty stores and several restaurants. Preliminary planning is underway to redevelop the mall as a promenade-style urban village.

Although not located in the city of Laguna Hills, the Irvine Spectrum Center is located approximately five miles north of the subject property and provides a nearby retail center for the area. The Irvine Spectrum Center is 1.15 million square feet of shopping anchored by Nordstrom, Macy's and Target, with an additional 120 retail shops. The center also includes many dining and entertainment venues, including a 6,400 seat, 21-screen movie theater. Approximately two miles west of the subject property is The Shops at Mission Viejo, a 1.15 million square foot regional mall. The Shops at Mission Viejo is anchored by Nordstrom, Saks Fifth Avenue and Macy's and contains over 120 specialty high-end retailers.

The San Diego (I-405) Freeway and the Santa Ana (I-5) Freeway meet and merge into the I-5 Freeway approximately two miles north of the city's northern border. The Santa Ana/San Diego (I-5) Freeway borders the eastern part of the city. The San Joaquin Hills (SR-73) Transportation Corridor runs along the southern part of the city, dividing Laguna Hills to the north and Laguna Niguel to the south. The SR-73 is a toll road running from Santa Ana to San Juan Capistrano, providing a more direct route to southern parts of Orange County than the I-5 Freeway. The Laguna Canyon Road (SR-133) Freeway is located approximately two miles west of the northern part of the city's border, and is the main road to Laguna Beach. Freeway access and transportation is considered typical of most surrounding areas.

Laguna Hills is served by John Wayne Orange County Airport located approximately 11 miles northwest in the city of Santa Ana. Los Angeles International Airport is approximately 50 miles northwest. The Ontario International Airport is located approximately 35 miles to the north. Air transportation is considered adequate with several airport locations.

Demographic information for the city is provided on the following page. Compared to most Orange County cities, Laguna Hills has a small, high-income population base.



Executive Summary

Laguna Hills
Laguna Hills city, CA (06392220)
Geography: Place

Prepared by Elizabeth Kiley

Laguna Hills city, CA (06...

Population

2000 Population	31,485
2010 Population	30,344
2013 Population	30,638
2018 Population	31,789
2000-2010 Annual Rate	-0.37%
2010-2013 Annual Rate	0.30%
2013-2018 Annual Rate	0.74%
2013 Male Population	48.7%
2013 Female Population	51.3%
2013 Median Age	42.4

In the identified area, the current year population is 30,638. In 2010, the Census count in the area was 30,344. The rate of change since 2010 was 0.30% annually. The five-year projection for the population in the area is 31,789 representing a change of 0.74% annually from 2013 to 2018. Currently, the population is 48.7% male and 51.3% female.

Median Age

The median age in this area is 42.4, compared to U.S. median age of 37.3.

Race and Ethnicity

2013 White Alone	72.0%
2013 Black Alone	1.6%
2013 American Indian/Alaska Native Alone	0.4%
2013 Asian Alone	12.8%
2013 Pacific Islander Alone	0.2%
2013 Other Race	8.3%
2013 Two or More Races	4.8%
2013 Hispanic Origin (Any Race)	21.3%

Persons of Hispanic origin represent 21.3% of the population in the identified area compared to 17.4% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 64.5 in the identified area, compared to 62.1 for the U.S. as a whole.

Households

2000 Households	10,659
2010 Households	10,469
2013 Total Households	10,574
2018 Total Households	10,997
2000-2010 Annual Rate	-0.18%
2010-2013 Annual Rate	0.31%
2013-2018 Annual Rate	0.79%
2013 Average Household Size	2.85

The household count in this area has changed from 10,469 in 2010 to 10,574 in the current year, a change of 0.31% annually. The five-year projection of households is 10,997, a change of 0.79% annually from the current year total. Average household size is currently 2.85, compared to 2.86 in the year 2010. The number of families in the current year is 7,793 in the specified area.

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1, Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

July 02, 2014

Page 1 of 1



Executive Summary

Laguna Hills
Laguna Hills city, CA (0639220)
Geography: Place

Prepared by Elizabeth Kiley

Laguna Hills city, CA (06...

Median Household Income

2013 Median Household Income	\$91,202
2018 Median Household Income	\$103,295
2013-2018 Annual Rate	2.52%

Average Household Income

2013 Average Household Income	\$122,080
2018 Average Household Income	\$142,097
2013-2018 Annual Rate	3.08%

Per Capita Income

2013 Per Capita Income	\$42,648
2018 Per Capita Income	\$49,717
2013-2018 Annual Rate	3.11%

Households by Income

Current median household income is \$91,202 in the area, compared to \$51,314 for all U.S. households. Median household income is projected to be \$103,295 in five years, compared to \$59,580 for all U.S. households

Current average household income is \$122,080 in this area, compared to \$71,842 for all U.S. households. Average household income is projected to be \$142,097 in five years, compared to \$83,667 for all U.S. households

Current per capita income is \$42,648 in the area, compared to the U.S. per capita income of \$27,567. The per capita income is projected to be \$49,717 in five years, compared to \$32,073 for all U.S. households

Housing

2000 Total Housing Units	10,999
2000 Owner Occupied Housing Units	8,105
2000 Owner Occupied Housing Units	2,554
2000 Vacant Housing Units	340
2010 Total Housing Units	11,046
2010 Owner Occupied Housing Units	7,820
2010 Renter Occupied Housing Units	2,649
2010 Vacant Housing Units	577
2013 Total Housing Units	11,207
2013 Owner Occupied Housing Units	7,846
2013 Renter Occupied Housing Units	2,729
2013 Vacant Housing Units	633
2018 Total Housing Units	11,691
2018 Owner Occupied Housing Units	8,271
2018 Renter Occupied Housing Units	2,726
2018 Vacant Housing Units	694

Currently, 70.0% of the 11,207 housing units in the area are owner occupied; 24.4%, renter occupied; and 5.6% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.3% are renter occupied; and 11.3% are vacant. In 2010, there were 11,046 housing units in the area - 70.8% owner occupied, 24.0% renter occupied, and 5.2% vacant. The annual rate of change in housing units since 2010 is 0.65%. Median home value in the area is \$538,281, compared to a median home value of \$177,257 for the U.S. In five years, median value is projected to change by 3.68% annually to \$644,835.

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

July 02, 2014

MARKET ANALYSIS

The residential land densities considered in this appraisal would be suitable for apartment development in the high density category and single-family residential in the low density category. Market conditions for the apartment market and single-family residential markets are reviewed.

General Economic Conditions

Economic conditions are in the recovery stage for residential real estate. Pricewaterhouse Coopers (PwC), in its Real Estate Survey as of the first quarter 2014, indicates that a lack of quality for-sale product is noted as a current challenge. Access to capital has improved over the past year, including attractive interest rates and loan terms for top-notch deals.

Sales volume was down in each of the four main property sectors in 2014 as compared to 2013. The lack of supply being offered on the market is being blamed. However, investors expect supply to increase throughout 2014 due to upcoming debt maturities and improving real estate fundamentals.

A review of the PwC Real Estate Investor Survey was made for an indication of overall market trends over the past 12 months. The following chart reflects the national apartment market indicators as published by PwC.

PWC REAL ESTATE INVESTOR SURVEY NATIONAL MARKET INDICATORS First Quarter 2014				
	National Apartment		Pacific Region	
	1 st Qtr. 2014	1 st Qtr. 2013	1 st Qtr. 2014	1 st Qtr. 2013
IRR				
Range	6.00-14.00%	5.00-14.00%	5.00-12.00%	5.25-12.00%
Average	8.17%	8.06%	7.31%	8.00%
Change	+11		-69	
OAR				
Range	3.50-10.00%	3.50-10.00%	3.50-6.25%	3.50-7.00%
Average	5.79%	5.73%	4.88%	4.94%
Change	+6		-6	
Res. Cap Rate				
Range	4.25-9.50%	4.25-9.75%	4.00-7.00%	6.00-7.50%
Average	6.23%	6.22%	5.52%	5.56%
Change	+1		-4	

Overall, these markets reflect stable capitalization rate trends. The Southern California market is considered stronger than many national markets due to its size, economic diversity, and the relative newness of many of the improvements, and would be expected to have rates lower than the national averages in most cases.

Rental Market Analysis

The following description of rental market conditions is based on a review of the Hendricks Berkadia Orange County Apartment Update for the First Quarter 2014, as well as the Marcus & Millichap 2014 Annual Report.

Steady employment growth, along with a greater preference for a more flexible lifestyle, should continue to stimulate renter demand in Orange County. An economic recovery has taken shape in the area, with nearly 32,000 more jobs than at the same time last year. The region's leisure and hospitality sector will be a source of economic growth going forward as consumers' disposable incomes grow, enabling vacations that were put off during the recession. In fact, the hotel sector has already recorded a 4% increase in the number of occupied hotel rooms from last year, and is expanding as a result. Walt Disney Co., one of the largest private employers in the area, recently announced plans to hire 1,000 workers at local resorts. These typically lower-paying jobs created by tourism-related companies directly support the Class B/C rental market, as many of the employees are priced out of home ownership. Meanwhile, a new wave of young professionals has surfaced as other industries increased headcounts. While this new group of college graduates could purchase more affordable homes elsewhere and commute to Orange County, a majority of them prefer the flexibility and low maintenance of renting an apartment close to work.

Orange County apartments will remain in strong demand this year, though some of the momentum in the investment market will dissipate. The number of buyers able to participate in the market is dwindling due to high prices and rising interest rates. Although the investor pool is contracting, listed inventory remains very low, which will keep the balance of the market in favor of sellers during the first part of the year. Since prices are rivaling the previous peak, interest rates will be paramount to pricing properties in the coming months. As the third round of quantitative easing is withdrawn, average cap rates could tick higher, impacting pricing on leveraged deals. The market is positioned to absorb a 25- to 50-basis-point rise in interest rates

due to pro-forma pricing in the current market. Currently, average cap rates are in the high-4% to low-5% range, depending on location and proximity to the coast. Vacancy is forecast to end 2014 beneath the 5% mark, which is considered to be full occupancy. The median price for 2013 was estimated to be \$155,000 per unit.

2014 Annual Orange County Apartment Forecast from Marcus & Millichap

- Orange County employers will expand staff levels by 39,100 for the year, a 2.7% gain, exceeding the 2.6% gain in 2013.
- Construction activity is expected to add 4,900 rentals in 2014.
- The Orange County vacancy rate will increase to 4.9% in 2014, marking a year-over-year increase of 50 basis points as new construction has come online, most of which is in the south county and Irvine areas.
- Declining occupancy will slow effective rent growth to 2.8% this year as rents reach \$1,718 per month by year-end.
- Investors seeking long-term plays will accept cap rates 50 to 75 basis points lower to acquire assets closer to the coast, which are better insulated from demand swings and new construction.

The Hendricks Berkadia O.C. Apartment Update for the first quarter 2014 reports the average rent to be approximately \$1,803 for the Laguna Hills area as of first quarter 2014 versus \$1,761 during the first quarter 2013. The average rental amount for Orange County as a whole is reported to be \$1,773, versus \$1,717 during the first quarter 2013. Developers submitted permits for 870 multifamily units during the first quarter of 2014, but permitting activity is seeing a drop in submissions, after six months of increasing requests. Vacancy has ticked up 10 basis points in 2014.

Rental Market Conclusion

Overall, the rental market should continue to remain strong as employment gains continue and employees look for more affordable housing options in proximity to employment centers. Orange County and the Laguna Hills area continue to see growth in employment and population. Average rent rose about 5% in 2013, but rent increases have been nominal so far in 2014. Rising interest rates are also limiting the prices investors can pay for improved apartment properties, which filters down to the price of apartment land. Coupled with small increases in rents so far in 2014, the data suggests moderating rental rates since the beginning of the year, after several years of larger increases. The data lends support to increasing land prices.

Local Housing Market Trends

The Southern California housing market continues to show signs of improvement, but by the smallest degree in six months. The median home price rose above year-ago levels for the 26th consecutive month, and was the highest since it was \$415,000 in January 2008. It appears that the pace of improvement is moderating as the recovery matures.

For Southern California, the May 2014 sales volume was down 15.1% year-over-year, and remains 23% below the 26-year May average. The data shows improvements in the median price in all six counties, but declines in sales volumes were also seen in most counties. Slower sales volumes are being attributed to affordability constraints, credit challenges, less investor activity and a lack of supply.

While the median home price remains 18.8% below the mid-2007 peak of \$505,000, it has rebounded 66.0% from the July 2009 low of \$247,000. The following table illustrates the findings of the DataQuick monthly housing survey for Southern California. The data reflects an decrease in sales volume, but an increase in the median home price for all Southern California counties year-over-year.

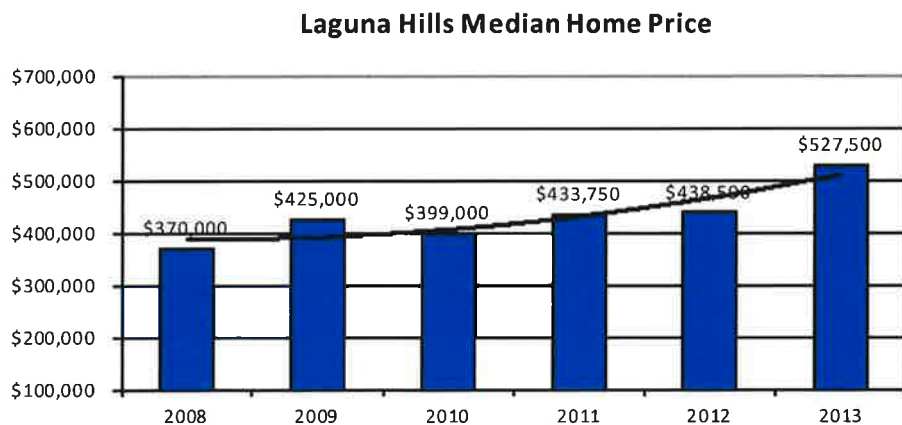
Southern California Home Sales May 2014 - All Homes						
County	No. Sold 05/13	No. Sold 05/14	Yr/Yr Change	Median 05/13	Median 05/14	Yr/Yr Change
Los Angeles	7,707	6,460	-16.2%	\$410,000	\$450,000	9.8%
Orange	3,648	2,981	-18.3%	\$540,000	\$595,000	10.2%
San Diego	3,855	3,253	-15.6%	\$252,000	\$295,000	17.1%
Riverside	2,655	2,382	-10.3%	\$203,000	\$245,000	20.7%
San Bernardino	4,236	3,654	-13.7%	\$406,500	\$440,000	8.2%
Ventura	993	826	-16.8%	\$425,000	\$462,000	8.7%
So. Cal.	23,034	19,556	-15.1%	\$368,000	\$410,000	11.4%

The following table illustrates the findings of the DataQuick monthly housing survey for Orange County. The data for Orange County shows a 10.2% increase in the median home price for all homes and a 16.5% increase for new homes from year-ago levels. Sales volume is down 18.3% for all homes, but up 18.1% for new homes from year-ago levels. The increase in sales volume is being attributed to interest rates that are historically low and pent-up demand.

The population of data for any single month is small and is especially susceptible to changes in the mix of homes selling, and should be taken in context as price shifts can be exaggerated by decreased sales of lower-priced homes, foreclosures and other distressed properties. In general, Orange County appears to be outperforming the Southern California market, and the new home market appears to be performing on par with the resale home market.

DataQuick - May 2014 Orange County Home Sales Activity				
Category	Median Price	Yr/Yr Change	Sales Volume	Yr/Yr Change
Resale Houses	\$650,000	8.3%	1,855	-21.0%
Condominiums	\$405,000	11.0%	786	-22.4%
New Homes	\$798,000	16.5%	340	18.1%
All Homes	\$595,000	10.2%	2,981	-18.3%

DataQuick reports the following historical median home price data for resale single-family homes Laguna Hills. The median home price trend reflects a relatively stable trend from 2008 to 2011. The most recent data for 2012 and 2013 suggests an increase in home prices, which is consistent with data reported by the CRMLS. However, the market has cooled some over the past year.



Financing

Interest rates for mortgages continue to be historically low and are generally between 4.0% and 5.5% for 30-year fixed-rate mortgages. For borrowers with average to good credit and income documentation, conforming loan financing is readily available at or below the conforming loan limit. Financing for jumbo loans is also available, although more restricted than for conforming loans. The historically low interest rates have resulted in high affordability, but interest rates have risen more than 100 basis points year-over-year. Rising interest rates can negatively affect affordability and, in turn, put downward pressure on home and land prices.

The president and Congress have discussed a restructuring of Fannie Mae and Freddie Mac. The intent would be to reduce the government's role in the nation's housing finance system and shrink the size of the two government mortgage companies. If dramatic changes are made, interest rate and down payment requirements could both rise, which could lower affordability, create an additional barrier to home ownership for some borrowers and reduce the pool of qualified buyers in the future.

Foreclosure Activity

The number of California homes entering the foreclosure process last quarter was at a level last seen in 2006, the result of steady economic growth and higher home values. The past three quarters, along with the first quarter 2013, have seen the lowest notice of default totals since late 2005 and early 2006. Foreclosures in Los Angeles County were up slightly (5.3%), but that gain is attributed to an anomaly last year, when foreclosures plunged due to the "Homeowner Bill of Rights" taking effect. The following table displays Notices of Default for the first quarters of 2013 and 2014. According to DataQuick, foreclosure resales accounted for only 5.9% of the Southern California market activity in April 2014. That was down from 6.3% the month before and down from 12.4% a year ago. The market has shown significant improvement since 2012 in regards to foreclosure activity.

Notices of Default for Houses and Condos			
Region	2013Q1	2014Q1	% Change
California	18,568	19,215	3.5%
Southern California	10,723	10,919	1.8%
Los Angeles County	3,984	4,194	5.3%

Local MLS Market Analysis

A Multiple Listing Search (MLS) for homes in Laguna Hills revealed the following data. The survey includes all single-family homes that sold in Laguna Hills as a standard sale between June 1, 2013, and May 31, 2014.

MLS Statistics Results Laguna Hills 12 Months										
	Yr. Blt.	Bed	Bath	Sq Ft	List Price	LP/Sq Ft	Sale Price	SP/SF	SP/LP	DOM
Closed - 382 Properties Found										
Avg	1981	3	2.65	2,002	\$673,994	\$337	\$660,193	\$330	98%	56
Active - 106 Properties Found										
Avg	1982	4	3.12	2,706	\$1,055,308	\$390	N/A	N/A	N/A	59
Pending Sales - 16 Properties Found										
Avg	1982	3	2.75	2,094	\$728,581	\$348	N/A	N/A	N/A	44
Backup Offers - 35 Properties Found										
Avg	1981	3	2.66	2,055	\$682,923	\$332	N/A	N/A	N/A	60
Expired - 62 Properties Found										
Avg	1983	4	3.35	2,979	\$1,116,931	\$375	N/A	N/A	N/A	112
Canceled - 45 Properties Found										
Avg	1981	4	3.27	2,754	\$1,094,936	\$398	N/A	N/A	N/A	68

The MLS statistics show 382 closed sales in the past 12 months. This equates to a resale absorption rate of approximately 32 sales per month. The average sales price of the closed sales was \$330 per square foot with an average marketing time of 56 days and an average sales to list price ratio of 98%.

The statistics also show only 62 expired listings and 45 cancellations, which reflects a 17% expired/canceled to listed percentage, which is on par with most surrounding cities.

At the 32 sales per month absorption rate, the 106 active listings represent a 3.3 month supply of homes in this market segment. This supply level is considered to be low. It appears that the market has been supply-constrained over the survey period and that if more inventory were available, absorption could potentially go up from the existing level.

In summary, the data shows that on average, sellers receive near asking price, properties have quick marketing times and the market has low inventory levels. These indicators are reflective of a supply-constrained market. Notable increases in the asking and selling prices occurred in the years prior to 2014, but the market has lost some of that momentum since mid-2013. Conditions are generally characterized as slowing, but price appreciation remains evident.

Housing Market Conclusion

In mid-2013, price appreciation began to decelerate amid higher interest rates and lower affordability levels as a result of previous price appreciation. Market prices appear to be moderately higher over the past year, as the median home price in Orange County is up over 10% year-over-year. Overall, the market is best described as losing momentum over the past six months, following a period of more rapid price appreciation in prior years.

SITE DESCRIPTION

Location:	Hypothetical vacant parcel of undeveloped residential land located in the City of Laguna Hills, California
Size:	There is no specific property and therefore there is no specific site size. The size is assumed to be sufficient to maximize site utility.
Condition:	Assumed to be a vacant parcel of land with the following density classifications (dwelling units/gross acre): ≤ 3.5 $> 3.5 - \leq 18$ > 18
Shape:	Assumed to be sufficient to maximize site utility
Topography:	Assumed to be sufficient to maximize site utility and provide for proper drainage
General Plan Land Use:	Residential
Zoning:	Residential
Utilities:	It is assumed that the site would have adequate access to utilities and public services. Public utility providers in the City are: Water & Sewer - El Toro Water District and Moulton Niguel Water District Electricity - Southern California Edison & SDG&E Gas - Southern California Gas Co. & SDG&E Police - OC Sheriff Fire - OC Fire Trash - City contracted with CR&R
Soil Condition:	It is assumed that the property has no soils issues.
Flood Hazards:	It is assumed that the property is not located in a detrimental flood zone.
Seismic Hazards:	It is assumed that the property is not located in a detrimental fault-hazard area or liquefaction zone.
Environmental Hazards:	It is assumed that the property site is free from detrimental environmental risk.

Easements:

It is assumed that there are no cross-lot, blanket or other easements, encroachments or restrictions that would impact the property.

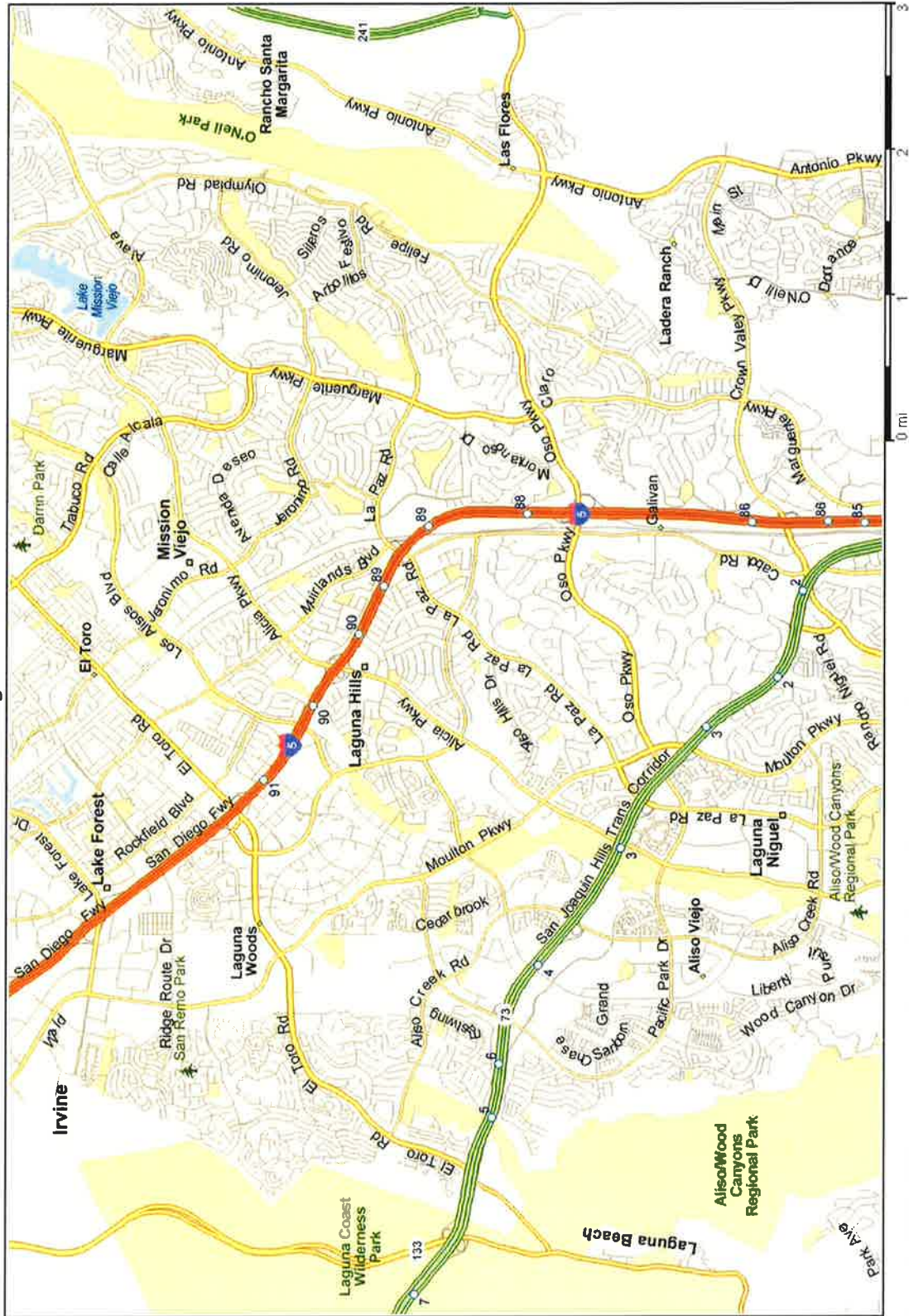
Street Improvements:

It is assumed that the property would have good access to the city surface streets, that the street improvements are typical of the infrastructure found in most suburban and urban areas, and meet or exceed the market standard.

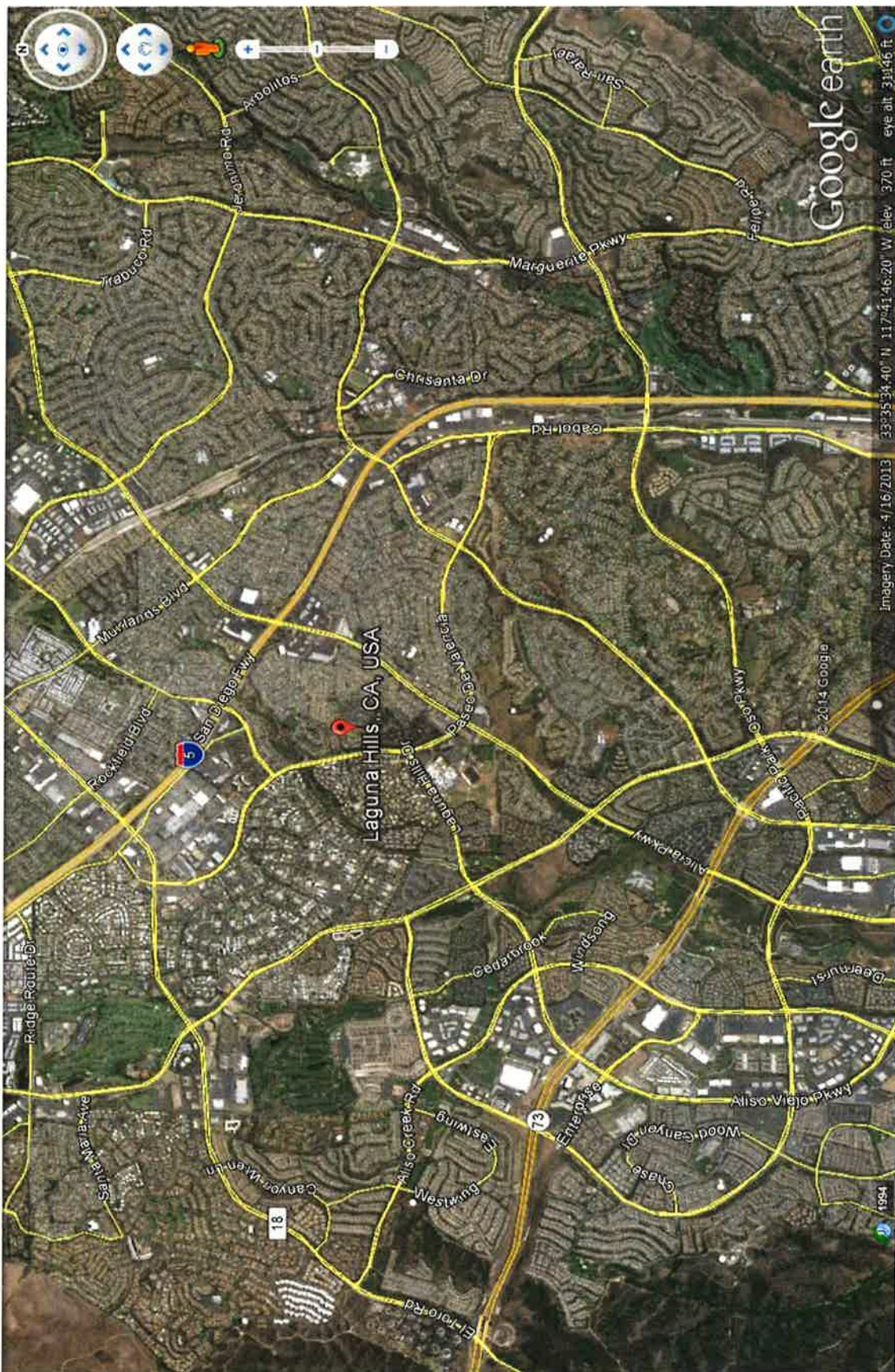
Regional Freeway Access:

Regional access is considered to be a competitive advantage for properties in Laguna Hills. The San Diego (I-405) and Santa Ana (I-5) Freeways are in close proximity.

Laguna Hills



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VALUATION METHODOLOGY

An opinion of vacant residential land value at various densities is being developed in this analysis. The fair market value of undeveloped residential real property shall be determined and revised by the City Council using the following method:

Fair market values shall be established by a survey of residential real property for each of the three residential density classifications. This survey may be prepared through various means including, but not limited to, the selection of one or several real estate professionals or appraisers to provide current estimates of such undeveloped residential real property fair market values.

Sales comparison is the most common technique for valuing land, and is the preferable method when comparable sales are available. In this assignment, a sufficient quantity of sufficient quality land sales data is available for the analysis. To apply this method, data on sales of similar parcels of land is collected, analyzed, compared, and adjusted to provide an indication for the subject site.

A summation of the sales comparison approach to value is provided below.

Sales Comparison Approach

The sales comparison approach is based on the premise that the market value of a property is directly related to the prices of comparable properties. The sales comparison approach analyzes the subject property and market data in terms of differences in legal, physical, locational, and economic characteristics. The reliability of this approach is based, in part, on the availability of sales of similar properties.

LAND VALUATION - SALES COMPARISON APPROACH

In the sales comparison approach, the appraiser develops an opinion of value by analyzing closed sales, listings, or pending sales of properties that are similar to the subject property. Comparative analysis focuses on similarities and differences that affect value using elements of comparison. Market evidence is examined using paired data analysis, trend analysis, statistics, and other techniques to identify which elements of comparison within the data set of comparable sales are responsible for value differences.

Sales comparison is a common technique for valuing land and can be a reliable method when comparable sales data is available. To apply this method, data on sales of similar properties is collected, analyzed, compared, and adjusted to provide an indication of value. In the comparison process, the similarity or dissimilarity of the properties is considered.

Appraisers use units of comparison to facilitate comparison of the subject and comparable properties. Unit prices may be expressed as price per square foot, per acre, per unit, or some other unit used in the market. The price per acre unit is the unit of measure employed for the analysis based on the intended use.

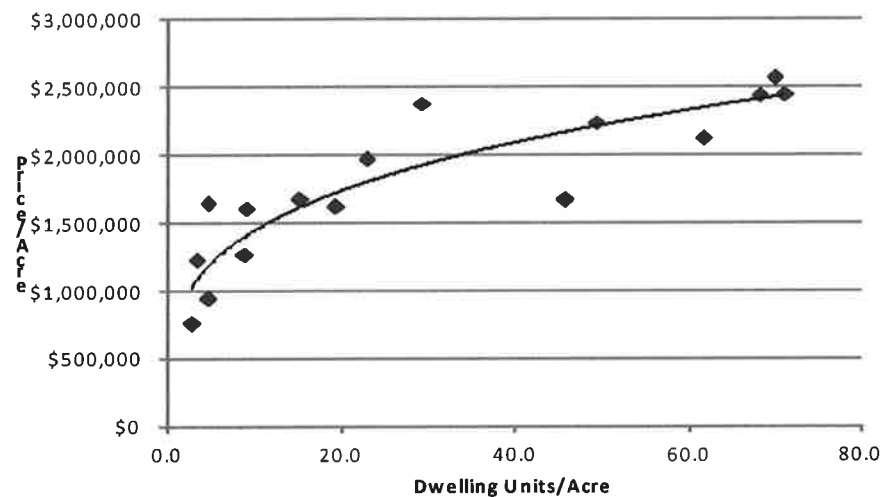
On the adjustment grid, the data has been arranged and each important difference between the comparables and subject that could affect value is considered as an element of comparison. The unit prices of the comparables are adjusted to reflect the value of any differences. The use of the grid is a way to model buyer actions and analyze sales data to quantify the impact of certain characteristics on value. Quantitative and qualitative techniques can be used to estimate the relative significance of differences.

Land Sales Data Analysis

The following adjustments are shown on a percentage basis and are meant to facilitate an understanding of the direction and magnitude of differences between the comparables and subject property. They are not intended to be considered as mathematically precise adjustments. Adjustments are based on the appraisers' review of the market data, discussion with market participants and appraisal experience. When possible, quantitative analysis is performed, but the limited size of the data set often limits its full application.

An adjustment grid sheet analysis showing the land sale transactions and adjusted sale prices is shown on the following pages. A graphical presentation of the findings and data results sorted by density are included below. The findings show that price per acre increases as density increases. The adjusted land prices vary from just under \$1,000,000 per acre for low density land just over \$2,500,000 per acre for high density land.

Graphical Presentation of Findings



Data Results		
Sale No.	Units/Acre	Adjusted Price
1	2.8	\$764,331
2	3.4	\$1,226,880
3	4.7	\$1,646,018
4	4.7	\$944,180
5	8.8	\$1,268,618
6	9.0	\$1,604,770
7	15.1	\$1,675,435
8	19.3	\$1,620,667
9	22.9	\$1,970,191
10	29.3	\$2,375,238
11	49.4	\$2,235,624
12	45.7	\$1,673,677
13	61.7	\$2,123,374
14	68.3	\$2,439,195
15	70.1	\$2,570,400
16	71.1	\$2,444,882

Land Sales Comparison Adjustment Grid
Land Valuation
Laguna Hills, CA
June 2014

	Subject Property	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4	Sale No. 5
Location	Land Valuation	Buckaroo, La Riata & Pinola	Lambert Ranch	5042 Orange Avenue	San Juan Hills	14975 Brookhurst Street
City, State	Laguna Hills	Ladera Ranch, CA	Irvine, CA	Cypress, CA 90630	San Juan Capistrano, CA	Westminster, CA 92683
Total Sale Price		\$10,760,000	\$48,000,000	\$5,000,000	\$41,500,000	\$9,890,000
Price/Acre		\$1,484,138	\$960,000	\$1,474,926	\$1,463,845	\$1,088,009
Days on Market						
Document Number						
ADJUSTMENTS	Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
	Adjusted Price	0%	0%	0%	0%	0%
	Financing Terms	None	None	None	None	None
	Adjusted Price	\$0	\$0	\$0	\$0	\$0
	Conditions of Sale	0%	0%	0%	0%	0%
	Adjusted Price	\$1,484,138	\$960,000	\$1,474,926	\$1,463,845	\$1,088,009
	Exp. After Purchase	None	None	None	None	None
	Adjusted Price	\$0	\$0	\$0	\$0	\$0
	Recording Date	3/14	12/10	6/12	2/12	12/13
	Adjusted Price	\$44,524	\$403,200	\$333,982	\$424,515	\$65,281
	\$1,528,662	\$1,363,200	\$1,828,909	\$1,888,360	\$1,153,289	
Location	Laguna Hills	Similar	Superior	Superior	Similar	Inferior
	Density du/acre	2.8	3.4	4.7	4.7	8.8
	Entitlement Status	Superior	Similar	Similar	Superior	Similar
	Topography	Level	Similar	Similar	Similar	Similar
Shape	Adequate	Similar	Similar	Similar	Similar	Similar
Net Adjustment						
	Indicated Value/Acre	-50.0%	-10.0%	-10.0%	-50.0%	10.0%
		(\$764,331)	(\$136,320)	(\$182,891)	(\$944,180)	\$115,329
		\$764,331	\$1,226,880	\$1,646,018	\$944,180	\$1,268,618

Land Sales Comparison Adjustment Grid
Land Valuation
Laguna Hills, CA
June 2014

Sale No. 6	Sale No. 7	Sale No. 8	Sale No. 9	Sale No. 10	Sale No. 11
10418 Katella Avenue Garden Grove, CA 92843	Cypress Village Irvine, CA	1030 W. Orangethorpe Fullerton, CA	14051 Hope Street Garden Grove, CA 92843	SWC Alton Pkwy & SR-241 Lake Forest, CA 92630	928-934 S. Webster Street Anaheim, CA 92804
\$2,475,000 \$1,243,719	\$29,243,948 \$3,807,806	\$3,250,000 \$1,203,704	\$1,650,000 \$1,513,761	\$30,100,000 \$2,047,619 469 0141323	\$1,652,500 \$1,899,425 0658514
Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
0%	0%	0%	0%	0%	0%
\$0	\$0	\$0	\$0	\$0	\$0
\$1,243,719	\$3,807,806	\$1,203,704	\$1,513,761	\$2,047,619	\$1,899,425
None	None	None	None	None	None
0%	0%	0%	0%	0%	0%
\$0	\$0	\$0	\$0	\$0	\$0
\$1,243,719	\$3,807,806	\$1,203,704	\$1,513,761	\$2,047,619	\$1,899,425
Demo	None	Demo	Demo	None	None
2%	0%	2%	2%	0%	0%
\$24,874	\$0	\$24,074	\$30,275	\$0	\$0
\$1,268,593	\$3,807,806	\$1,227,778	\$1,544,037	\$2,047,619	\$1,899,425
3/13	8/13	10/12	2/13	2/13	11/13
15.0%	10.0%	20.0%	16.0%	16.0%	7.0%
\$190,289	\$380,781	\$245,556	\$247,046	\$327,619	\$132,960
\$1,458,882	\$4,188,586	\$1,473,333	\$1,791,083	\$2,375,238	\$2,032,385
Inferior	Superior	Inferior	Inferior	Similar	Inferior
9.0	15	19	23	29	49
0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
\$0	\$0	\$0	\$0	\$0	\$0
Similar	Superior	Similar	Similar	Similar	Similar
0.0%	-50.0%	0.0%	0.0%	0.0%	0.0%
\$0	\$0	\$0	\$0	\$0	\$0
Similar	Similar	Similar	Similar	Similar	Similar
0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
\$0	\$0	\$0	\$0	\$0	\$0
10.0%	-60.0%	10.0%	10.0%	0.0%	10.0%
\$145,888	(\$2,513,152)	\$147,333	\$179,108	\$0	\$203,239
\$1,604,770	\$1,675,435	\$1,620,667	\$1,970,191	\$2,375,238	\$2,235,624

Land Sales Comparison Adjustment Grid
Land Valuation
Laguna Hills, CA
June 2014

Sale No. 12	Sale No. 13	Sale No. 14	Sale No. 15	Sale No. 16
2851 Alton Parkway Irvine, CA 92606	16952 Millikan Avenue Irvine, CA 92606	Cape Drive Laguna Niguel, CA 92677	2525 Campus Drive Irvine, CA 92612	200 E. First American Way Santa Ana, CA 92707
\$14,000,000 \$3,763,441 360 05457158	\$11,550,000 \$4,565,217 N/A 0253932	\$24,110,500 \$4,690,759 N/A 0064362	\$56,193,750 \$5,625,000 N/A 093060	\$17,250,000 \$4,527,559 N/A 0568582
Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
0%	0%	0%	0%	0%
None	None	None	None	None
None	None	None	None	None
Demo	Demo	None	Demo	None
09/20/13	4/13	2/14	6/13	10/13
Superior	Superior	Similar	Superior	Similar
46	62	68	70	71
Superior	Superior	Superior	Superior	Superior
Similar	Similar	Similar	Similar	Similar
Similar	Similar	Similar	Similar	Similar
-10.0%	-10.0%	0.0%	-10.0%	0.0%
0.0%	0.0%	0.0%	0.0%	0.0%
-50.0%	-50.0%	-50.0%	-50.0%	-50.0%
0.0%	0.0%	0.0%	0.0%	0.0%
0.0%	0.0%	0.0%	0.0%	0.0%
(\$18,419)	(\$530,843)	\$0	(\$642,600)	\$0
\$0	\$0	\$0	\$0	\$0
(\$2,092,097)	(\$2,654,217)	(\$2,439,195)	(\$2,213,000)	(\$2,444,882)
\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0
(\$2,510,516)	(\$3,185,061)	(\$2,439,195)	(\$3,855,600)	(\$2,444,882)
\$1,673,677	\$2,123,374	\$2,439,195	\$2,570,400	\$2,444,882

Comparable Land Sales Analysis

The comparable land sales found were analyzed and reviewed for the following items of comparison: property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, and for physical elements of comparison as shown on the adjustment grid.

Transactional Considerations

The comparable sales each conveyed the fee simple interest and no adjustments are applied for property rights conveyed.

The comparable transactions were all cash or purchased with cash-equivalent financing and no adjustments are applied for financing terms.

There are no conditions of sale that affected the selling prices reported for the comparable transactions and no adjustments are indicated for conditions of sale.

Upward adjustments are indicated for demolition costs at the estimated cost of demolition for those comparables that sold with existing improvements.

To evaluate any changes in market conditions, sale and listing data, along with brokers' opinions and published market reports regarding the market conditions have been analyzed. The analysis lends support to good price appreciation in 2013, and slower, but continued appreciation in 2014 as interest rates have started to rise and rent increases have moderated. Examination of the market data, trends and patterns lends market support to an adjustment of approximately 1.0% per month.

Physical Considerations

Location can influence the value of a property. Influencing attributes can include proximity to transportation linkages and housing, population density, rents, property tax rates, school quality, vacancy and the compatibility and conformity of the surrounding properties. Adjustments are based on a review of the difference in the selling prices within the different areas in addition to other factors such as a review of rental rates, supply, vacancy, geography, tax rates, school quality and vicinity to positive or negative external influences. Upward adjustments are indicated for those sales considered to have superior locations. Downward adjustments are indicated for those sales that are considered to have inferior locations.

Entitlement status can greatly influence the value of a property. The entitlement status adjustment considers differences in the development phase at the time of sale. The subject is presumed to be undeveloped land with no planning completed and no entitlement approvals. The permitting and entitlement phase is when undeveloped land is taken through an approval process by government authorities to achieve permitting and final site plan approval. Depending on the development environment in a community, this can be an easy process with a short time frame and minimal costs or a very expensive undertaking that requires a longer time frame. Orange County is considered to have a relatively difficult and expensive process that typically takes anywhere from one to five years to complete. Markets where approvals are difficult to obtain or where long times frames are required typically support a high profit upon entitlement approval.

In order to estimate an appropriate adjustment, sales and resales of land purchased without approvals, then resold after approvals were received were examined. The sales were first adjusted for changes in market conditions and entitlement costs to isolate the value contribution of achieving entitlement approvals. The results are shown in the table below and lend support to downward adjustments in the 45% to 60% range for those sales with entitlement approvals. Downward adjustments of 50% are indicated for properties that sold with entitlement approvals.

Entitlement Adjustment Analysis							
	Unentitled Purch. Date	Unentitled Sale Price	Entitled Purch. Date	Entitled Sale Price	Mos. Btwn. Sales	Adjusted Sale Price*	Indicated Adjustment
Lake Forest	7/09	\$4,800,000	4/11	\$15,925,000	21	\$11,580,750	59%
Rancho Santa Margarita	7/09	\$2,400,000	5/12	\$8,750,000	34	\$4,775,000	50%
Garden Grove	3/13	\$2,475,000	4/14	\$6,110,000	13	\$4,621,200	46%
Fullerton	10/12	\$3,250,000	6/13	\$9,350,000	8	\$7,602,000	57%

* Market conditions adjustment made at 1% per month. Entitlement processing costs deducted at \$1,000,000.

The land sales have topographies that provide sufficient drainage and utility, and minimal grading is needed to prepare the sites for development. The subject is presumed to have a shape that allows for good site utilization and is presumed to be undeveloped. The subject and land sales are similar and no adjustments are indicated.

The shape adjustment considers the site dimensions (street frontage, shape, width and depth) of the site and its general physical usefulness. Sites may differ in value as a result of a site's shape, width or depth and how easily the site utility can be maximized. Shapes, depths or

widths that are in the wrong proportions can limit or even prohibit development. The comparable sites all have street frontage on improved roadways, and sufficient width and depth to provide for good intensity of use. The shapes of the comparable sites, although varied, allow for good site utilization and are considered similar to the subject as per the hypothetical conditions set forth previously. No adjustments are warranted for minor differences in shape.

Conclusion

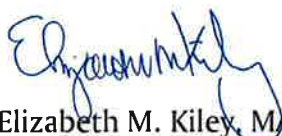
While some variation in pricing is observed within the dataset, there is sufficient data and a relatively consistent pattern from which to derive an opinion of market value for land at the low, medium and high density classifications. Based on a review of the market data, the concluded opinion of market value for a “hypothetical” parcel of undeveloped residential land in Laguna Hills at various density classifications, as of June 25, 2014, would be as follows:

Market Value Conclusion	
Dwelling Units/Gross Acre	Value/Acre
< or = to 3.5	\$1,000,000
> 3.5 - < or + to 18	\$1,500,000
>18	\$2,000,000

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the properties or parties involved.
4. We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the past three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation is not contingent on the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The subject property is hypothetical and a personal inspection of the property is not possible. The appraiser's are familiar with the city and have visited the city in the past. Elizabeth M. Kiley has fully participated in the analyses, opinions and conclusions concerning real estate contained in this report and fully concurs with the conclusions expressed herein.
10. No one provided significant real property appraisal assistance to the persons signing this certification in market research, data verification, analysis and report writing.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
13. As of the date of this report, Elizabeth M. Kiley has completed the continuing education program for Designated Members of the Appraisal Institute.
14. As of the date of this report, Steven M. Botts has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.



Elizabeth M. Kiley, MAI, AI-GRS
Certified General Real Estate Appraiser
Certificate No. AG005391
Expiration Date: April 13, 2016



Steven M. Botts
Certified General Real Estate Appraiser
Certificate No. AG031456
Expiration Date: July 29, 2015

ELIZABETH M. KILEY, MAI, AI-GRS
STATEMENT OF QUALIFICATIONS

EMPLOYMENT

Appraiser/Consultant/President, 1990 to Present
Elizabeth M. Kiley, Inc., DBA Kiley Company, Tustin, CA

Assistant Vice President/Senior Appraiser, 1984 to 1989
Interstate Appraisal Corporation, Newport Beach, CA

Chief Appraiser/Commercial Underwriter, 1982, 1983 to 1984
Cambridge Capital Group, Santa Ana, CA

Appraiser, 1982 to 1983
Harold Davidson & Associates, Los Angeles, CA

Senior Appraiser, 1979 to 1981
Bank of America NT & SA, Riverside/San Bernardino District, CA

EDUCATION

Bachelor of Science, Business Administration, 1974 San Diego State University, San Diego, CA

Appraisal Courses

Review Theory-General; Appraisal Principles; Appraisal Procedures; Income Capitalization; Advanced Income Capitalization; Standards of Professional Practice A, B & C; Report Writing and Valuation Analysis; Litigation Valuation; Case Studies in Real Estate Valuation; Mold, Pollution and the Appraiser; The Nuts and Bolts of Green Building for Appraisers; USPAP; Appraisal Curriculum Overview/General Class

Professional Seminars

2011 Estate Tax Changes; Update on Climate Change Regulations Affecting Local Governments; Litigation Valuation; Condemnation-Partial Takes and Super Funds Sites; Property Acquisition, Appraisal, and Relocation in an Upside Down Market; Appraising in a Declining or Changing Market; Appraising Apartments; Leasehold Valuation; Easement Valuation; Appraising in the New Regulatory Climate; Feasibility Analysis and Highest and Best Use; Faculty Training Seminar; Federal and State Law and Regulation Workshop; Service Station; Restaurant Seminar; OCTA Partial Take Appraisal Workshop; Moderator E-commerce Panel, 2000 Summer Conference

EXPERIENCE

Commercial

High-rise, mid-rise and garden offices; community and neighborhood shopping centers; single tenant NNN properties; convenience stores; restaurants and fast-food stores; auto dealerships; service stations; bank branches; special-use properties; valuation of fee simple, leased fee, and leasehold interests

Industrial

Existing and proposed multi-tenant industrial parks; single-tenant buildings; research and development buildings; and self-storage facilities

ELIZABETH M. KILEY, MAI, AI-GRS (Continued)

Residential

Apartments; proposed subdivisions; condominium complexes; apartment conversions and CBD lofts; mass appraisal for acquisitions

Vacant Land

Planned community developments; business parks; industrial subdivisions; commercial sites; agricultural land; desert land; and Indian Trust property

Litigation

Whole and partial take condemnation appraisals; redevelopment agency analyses; ground lease negotiations; bankruptcy appraisals; foreclosures; partnership valuations; estate tax valuations; and contaminated properties

Public Agency

Railway corridors; transmission line easements, easement upgrades, and electrical substations; open space valuations; water tank sites; libraries; fire stations; correctional institutions; freeway widenings; railroad grade separations

QUALIFICATIONS

MAI Designation No. 8339, Appraisal Institute

AI-GRS Designation, Appraisal Institute

Certified General Real Estate Appraiser, Certificate No. AG005391, State of California

Expert Witness, Superior Court of California, Los Angeles and Riverside Districts

Expert Witness, U. S. District Court, Los Angeles

Expert Witness, U. S. Bankruptcy Court, Central District, Los Angeles and Orange Counties

Qualified Instructor, Appraisal Principles Course, Appraisal Institute

Qualified Instructor, Legal Consideration in Appraisal, Cal State Fullerton

AFFILIATIONS

Appraisal Institute

Elected Regional Representative, 2011; Public Relations Chair, 2003; Moderator for Summer Program, 2000; Executive Committee Member, 1995 to 1996; Member National Public Relations Committee, 1994 to 1996; Assistant Secretary, 1994; Public Relations Chair, 1993; Representative, Regional Committee, 1992 to 1996; Program Chairperson, Orange County, 1991; Co-chair, Highest and Best Use Seminar, 1991; Co-chair, Easement Valuation Seminar, 1990

Commercial Real Estate Women (CREW - Orange County)

Regional Conference Chair, 1998; First Vice President, 1997; Second Vice President, 1995; Marketing Publications Chair, 1994 to 1996; Network Lunch Program Chair, 1993; Chapter President, 1991; Membership Chair, 1990; Program Chair, 1990

International Right-of-Way Association

Public Agency Liaison, 2011

Member, Board of Directors 2009 and 2010

Presenter for 2010 Spring Seminar - How Energy is Changing Land Use and Values

STEVEN BOTTS
STATEMENT OF QUALIFICATIONS

EMPLOYMENT

Appraiser/Consultant, 2007 to Present
Elizabeth M. Kiley, Inc., DBA Kiley Company, Tustin, CA

Senior Risk Analyst III (Reviewer), 2005 to 2007
AMC Mortgage, Orange County, CA

Independent Residential Fee Appraiser, 2003 to 2005
Steven Botts Appraisal, Lake Forest, CA

Operations Manager, 1992 to 2005
Costco Wholesale, Southern California

EDUCATION

Bachelor of Business Administration, minor in Information Technology, October 2002
National University, San Diego CA

Professional Courses

Advanced Concepts and Case Studies, Advanced Income Capitalization, Condemnation Appraising Principles & Applications, General Appraiser Site Valuation and Cost Approach, Sales Comparison Approach, Income Approach I & II, Market Analysis and Highest and Best Use, Report Writing, Subdivision Valuation, 15-hour National USPAP Course and 7-house National USPAP Course

EXPERIENCE

Commercial

High-rise, mid-rise and garden offices; community and neighborhood shopping centers; single tenant NNN properties; restaurants and fast-food; auto dealerships; bank branches; special-use properties; valuation of fee simple, leased fee, and leasehold interests

Industrial

Existing and proposed multi-tenant industrial parks; single-tenant buildings; research and development buildings; and self-storage facilities

Residential

Apartments; proposed subdivisions; condominium complexes; apartment conversions and CBD lofts; mass appraisal for acquisitions, Proposed subdivisions; feasibility analysis; vacant residential land; single-family homes; condominiums; manufactured housing; estate homes; apartments

Vacant Land

Subdivisions; planned developments; business parks; industrial and commercial sites; open space

QUALIFICATIONS

Certified General Real Estate Appraiser, Certificate No. AG031456, State of California

AFFILIATIONS

Associate Member of the Appraisal Institute
Candidate for Designation, Appraisal Institute

ADDENDA

Chapter 8-06

PARK DEDICATION AND IN-LIEU FEE
REQUIREMENTS

Sections:

8-06.010	Declaration of purpose.
8-06.020	Definitions.
8-06.030	Applicability.
8-06.040	Park acreage standard.
8-06.050	Standards and formula for park dedication.
8-06.060	Formula for fees in-lieu of dedication.
8-06.070	Dedication of land, payment of fees, a combination of both, or dedication negotiated.
8-06.080	Credits.
8-06.090	Exemptions.
8-06.100	Time for payment of fees and dedication of land.
8-06.110	Refunds.
8-06.120	Disposition of proceeds—Fund created.

8-06.010 Declaration of purpose.

The purpose of this chapter is to establish the procedures for requiring the dedication of land, the payment of fees in-lieu thereof (or a combination of both) to serve new residential subdivisions that are approved by the City Council in accordance with the requirements of the City's General Plan. This chapter is enacted pursuant to the authority granted by Government Code Sections 66477 et seq. (the "Quimby Act"). The Quimby Act specifically authorizes the city to require dedication of parkland or the payment of fees in-lieu of such dedication in set amounts to meet the needs of the citizens of the community for parkland and to further the health, safety, and general welfare of the community. (Ord. 2000-6 § 1 (part))

8-06.020 Definitions.

For the purpose of this chapter, the words listed in this section shall have the following meanings assigned to them:

"Dwelling unit" means each single-family dwelling, each dwelling unit in a duplex, apartment house or dwelling, condominium, mobile home unit, and any other place designed, occupied or intended for occupancy as a separate living quarter by one or more persons for living, sleeping, cooking, and eating.

"Fair market value" means the fair market value of undeveloped residential real property as applicable for the density classifications established by resolution of the City Council for the implementation of this chapter.

"Park" means a parcel or contiguous parcels of land, which provide recreational land and facilities for the benefit, and enjoyment of the residents and visitors of the city.

"Recreational facilities" means those improvements to parks, which provide a recreational opportunity for the user, including, but not limited to, ball fields, lighting, swimming pools, tennis courts, picnic shelters, trails, play/tot lots, and community buildings.

"Residential density classification" means a density range identifying a number of dwelling units per acre. For purposes of this chapter, the residential density classifications are as follows: Low density = 0 — 3.5 dwelling units/acre, Medium density = >3.5 — 18 dwelling units per acre, and High density = >18 dwelling units per acre.

"Subdivider" means a person, firm, corporation, partnership, or association who proposes to divide, divides, or causes to be divided real property into a subdivision for himself or for others.

"Subdivision" means that definition contained in California Government Code Section 66424 and shall include any division of land governed by the provisions of the Subdivision Map Act (commencing with California Government Code Section 66410). (Ord. 2000-6 § 1 (part))

8-06.030 Applicability.

Every subdivider who subdivides land for residential purposes shall dedicate a portion of such land, pay a fee in lieu of, or a combination of both, at the option of the city as set forth in this chapter, at the time and according to the standards and formula contained in this chapter. For the purpose of implementing Government Code Section 66477, an application for a tentative map shall be deemed filed when it is determined by city staff to be complete. (Ord. 2000-6 § 1 (part))

8-06.040 Park acreage standard.

It is found and determined that the public interest, convenience, health, welfare, and safety require that 5.0 net acres of useable parkland for each one thousand (1,000) persons residing within the city shall be devoted to public parks. (Ord. 2000-6 § 1 (part))

8-06.050 Standards and formula for park dedication.

A. The amount of land to be dedicated by a subdivider pursuant to the provisions of this chapter shall be determined as follows:

1. The city shall determine the number of dwelling units per gross acre to be constructed. The city shall apply the number of dwelling units per gross acre to one or more of the following three residential density classifications:

Density Classification
(Dwelling Units/Gross Acre)

≤3.5
>3.5 - ≤18
>18

The city shall determine the average number of persons per dwelling unit, as disclosed by the most recent available federal census or a census taken by the city and validated by the population research unit of the State Department of Finance, pursuant to Government Code Sections 40200 et seq., unless there is substantial evidence to support a finding by the city that a different person per dwelling unit size is appropriate for some, or all of the dwelling units proposed to be constructed. When a proposed subdivision contains different types of dwelling units, the formula shall be used for each type of dwelling unit and the results shall be totaled. The average number of persons per dwelling unit shall be adopted by a resolution of the City Council.

2. The amount of land to be dedicated shall be computed by multiplying the product of (a) the number of proposed dwelling units, and (b) the average number of persons per dwelling unit within the density classification appropriate for the subdivision in question, by the park acreage standard (5.0) and dividing that number by one thousand (1,000).

The amount of land to be dedicated shall be determined pursuant to the following formula:

$$A = \frac{5.0(DU \times PPD)}{1,000}$$

Definition of terms:

A = The area in acres required to be dedicated as parkland.

5.0 = The park acreage standard for the city; number of acres of parkland to be dedicated per one thousand (1,000) persons.

DU = The number of proposed dwelling units.

PPD = The number of persons per dwelling unit as applicable for the subdivision and type of dwelling units to be constructed.

- B. If it is determined that a subdivider is to dedicate land in accordance with the provisions of subsection A of this section, the subdivider, at the time the final tract map or final parcel map is approved by the City Council, shall obligate itself, by a condition to such map, to provide such land acceptable for dedication purposes to the city. The decision to accept a sum equal to the per acre cost to provide land dedicated in accordance with the provisions of subsection A of this section shall be at the discretion of the City Council.

(Ord. 2000-6 § 1 (part))

8-06.060 Formula for fees in-lieu of dedication.

- A. General Formula. If the proposed subdivision contains fifty (50) parcels or less, or if there is no site suitable for the city for a park or recreation facility in the subdivision, or if it is otherwise determined that a fee shall be paid in-lieu of dedication of land, the subdivider shall, in-lieu of dedication of land, pay a fee equal to the fair market value of the amount of land prescribed for dedication pursuant to Section 8-06.050 to the city. When a condominium project, stock cooperative, or community apartment project exceeds fifty (50) dwelling units, the city may require dedication of land notwithstanding that the number of parcels may be less than fifty (50).
- B. When a fee is required to be paid in-lieu of land dedication, the amount of the fee shall be based upon the residential density classification of the proposed subdivision and the fair market value of undeveloped residential real property as applicable to the density classification of the proposed subdivision.
- C. The in-lieu fee shall be calculated by multiplying the acreage amount of land, which would otherwise have been required for dedication using the formula from Section 8-06.050A by the fair market value of undeveloped residential real property as applicable to the density classification of the proposed subdivision. The fee shall be determined pursuant to the following formula:

In-lieu fee = A x (FMV)

Definition of terms:

A = The area in acres required to be dedicated as parkland using the formula from Section 8-06.050A.

FMV = The fair market value of undeveloped residential real property as applicable to the density classification of the proposed subdivision.

A per dwelling unit in-lieu fee shall be adopted by a resolution of the City Council.

- D. Use of Money. The money collected hereunder shall be used only for the purpose of developing new, or rehabilitating existing park or recreational facilities reasonably related to serving the citizens living in the proposed subdivision, either by way of the purchase of land as necessary for park purposes or, if the City Council determines that there is sufficient land available, for the improvement of such land for park and recreational purposes. Any fees collected pursuant to this chapter shall be committed within five years after the payment of such fees, or the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later. If such fees are not committed, they shall be distributed and paid to the record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots within the subdivision.

- E. The fair market value of undeveloped residential real property shall be determined and revised by the City Council using the following method:

1. Fair market values shall be established by a survey of undeveloped residential real property for each of the three residential density classifications. This survey may be prepared through various means including, but not limited to, the selection of one or several real estate professionals or appraisers to provide current estimates of such undeveloped residential real property fair market values. The fair market value shall be adopted by a resolution of the City Council.

2. When deemed necessary, the City Manager may choose to annually survey the fair market value of undeveloped real property for each of the three residential density classifications in accordance with the process identified in Section 8-06.060(E)(1).

3. When deemed necessary, the City Council may revise the fair market values and fees established by resolution of the City Council. All revisions made by the City Council shall be adopted by a resolution establishing the fair market values for one acre of parkland after considering the results of the aforementioned surveys and any other relevant information.

(Ord. 2000-6 § 1 (part))

8-06.070

Dedication of land, payment of fees, a combination of both, or dedication negotiated.

- A. Procedure. The procedure for determining whether the subdivider shall dedicate land, pay a fee in lieu thereof, or a combination of both shall be as follows:

1. Determination by the Subdivider. At the time of filing for approval of a tentative tract or parcel map, the subdivider of the property, as a part of the filing, shall indicate whether he or she desires to dedicate property for park and recreational purposes or whether he or she desires to pay a fee in lieu thereof. If he or she desires to dedicate land for such purposes, he or she shall designate the area thereof on the tentative tract or parcel map as submitted. On subdivisions involving fifty (50) parcels or less, only the payment of fees shall be required, except that when a condominium project, stock cooperative, or community apartment project (as those terms are defined in Section 1351 of the California Civil Code) exceeds fifty (50) dwelling units, dedication of land may be required notwithstanding that the number of parcels may be less than fifty (50).
2. Action of the City. At the time of the tentative tract or parcel map approval, the city staff shall recommend to the City Council, as a part of such approval, whether to require a dedication of land within the subdivision, the payment of a fee in lieu thereof, or a combination of both.
3. Prerequisites for acceptance of final maps and payment of fees. Where dedication is required, it shall be accomplished in accordance with the provisions of the Subdivision Map Act and conveyed to the city. Real property dedicated pursuant to the provisions of this chapter shall be (a) conveyed by grant deed in fee simple to the city by the subdivider free and clear of all encumbrances, except those which will not interfere with the use of the property for park and recreational purposes and which the city agrees to

accept; (b) restricted to park and recreational purposes; and (c) permanently devoted or dedicated to use by the general public, unless a satisfactory substitute is approved by the City Council. Where fees are required, they shall be deposited with the city at the time prescribed by Section 8-06.100.

B. Determination. Whether the city staff recommends that the City Council accept the land dedication or elect to require the payment of a fee in lieu thereof, or a combination of both, shall be determined by consideration of the following:

1. The goals and objectives of the city of Laguna Hills general plan open space element;
2. The topography, geology, access, and location of the land in the subdivision available for dedication;
3. The size and shape of the subdivision and the land available for dedication;
4. The location of existing or proposed park sites and recreational facilities; and
5. The desirability of developing the land proposed for dedication for park and recreational purposes as determined by a schematic site plan submitted by the subdivider.

C. In subdivisions of more than fifty (50) parcels, in which the city determines that the subdivider shall both dedicate land and pay a fee in-lieu thereof, the subdivider shall both dedicate land and pay a fee in-lieu thereof, in accordance with the following formula:

1. When only a portion of the land needed to satisfy the dedication requirement is acceptable to the city as a park site and is located within the proposed subdivision, such portion shall be dedicated for park purposes and a fee, computed pursuant to the provisions of Section 8-06.060D, shall be paid for the additional land that would have been required to be dedicated pursuant to Section 8-06.050A.
2. When the city has already acquired a portion of a park site and only a portion of land is needed from a subdivision to complete the park site, the remaining portion needed to complete the park site shall be dedicated. Any additional land required to be dedicated shall be satisfied through the payment of in-lieu fees.

D. If both the city and the subdivider determine that it is in the benefit of the public, the city and the subdivider may enter into an agreement that would provide for the provision of alternative recreation facilities or compensation that would achieve the same objective

to maintain and enhance public recreational facilities within the city.

E. The determination of the City Council as to whether land shall be dedicated, or whether a fee shall be charged, or a combination thereof, shall be final and conclusive.

(Ord. 2000-6 § 1 (part))

8-06.080 Credits.

A. When park and recreational facilities, including equipment, are provided by the subdivider to dedicated land, the value of the recreational facilities or equipment as determined by the City Council, upon the recommendation of the city staff, shall be a credit against the fees to be paid or land to be dedicated pursuant to this chapter; provided that the recreational facilities or equipment have been made or installed with the prior approval and to the satisfaction of the Director of Public Services.

B. Credit shall not be allowed for single purpose commercial recreation facilities whether dedicated or in private ownership.

C. No credit shall be given for private park open space in any subdivision.

(Ord. 2000-6 § 1 (part))

8-06.090 Exemptions.

A. The provisions of this chapter do not apply to industrial and commercial subdivisions or to condominium projects or stock cooperatives which consist of the subdivision of air space in an existing apartment building, which is more than five years old when no new dwelling units, are being added.

B. Subdivisions containing less than five parcels and not used for residential purposes shall be exempted from the requirements of this chapter; provided, however, that a condition may be placed on the approval of such parcel map, that if a building permit is requested for the construction of a residential structure, or structures, on one or more of the parcels, within four years, the fee may be required to be paid by the owner of each such parcel as a condition to the issuance of the permit.

(Ord. 2000-6 § 1 (part))

8-06.100 Time for payment of fees and dedication of land.

At the time of approval of the tentative tract map or parcel map, the city shall determine the amount of land to be dedicated, and/or the amount of fees to be paid by the subdivider. At the time of the filing of the final tract

or parcel map, the subdivider shall dedicate the land and/or pay required in-lieu fees. (Ord. 2000-6 § 1 (part))

(Ord. 2000-6 § 1 (part))

8-06.110 Refunds.

Fees paid to the city and deposited into the park acquisition and development fund shall be committed within five years after payment of such fees or the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later. If the fees are not committed, they shall be distributed and paid without any deductions to the then record owners of the subdivision in the same proportion as the size of their lot bears to the total area of all lots within the subdivision. (Ord. 2000-6 § 1 (part))

8-06.120 Disposition of proceeds—Fund created.

- A. All proceeds from the fees collected under this chapter shall be paid into a special fund of the city entitled "Park Acquisition and Development" which fund is created. The fund shall be used only for the purpose of rehabilitating, acquiring and/or developing city parks in accordance with the requirements of this chapter.
- B. The Director of Finance shall maintain records specifically identifying the origin of the funds used for any project or improvement funded, in whole or in part, by the park acquisition and development fund. Such records shall enable the director of finance to trace the fees from new residential subdivisions to specific projects funded by each subdivision. Any interest accruing on account of time deposit of the fund, or otherwise, shall be deposited to the credit of the fund.
- C. Upon receipt of a written application from the Director of Public Services for disbursement of moneys from the fund on account of expenditures made or proposed for the benefit or use of parks or recreational facilities, the Director of Finance shall immediately advise the City Manager (or his or her designee) and provide them with copies of any accompanying documents or papers that might have been submitted in support of the application. Within ten days after receipt of such notice, the City Manager shall advise the Director of Finance whether the disbursement made or proposed is consistent with this chapter. If the City Manager fails to so certify within ten days, it shall be presumed that he or she has made a positive finding therein. Within five days thereafter, the Director of Finance shall, if a positive finding has been made or presumed, approve payment as requested.



Executive Summary

Laguna Hills
Laguna Hills city, CA (0639220)
Geography: Place

Prepared by Elizabeth Kiley

Laguna Hills city, CA (06...

Population

2000 Population	31,485
2010 Population	30,344
2013 Population	30,638
2018 Population	31,789
2000-2010 Annual Rate	-0.37%
2010-2013 Annual Rate	0.30%
2013-2018 Annual Rate	0.74%
2013 Male Population	48.7%
2013 Female Population	51.3%
2013 Median Age	42.4

In the identified area, the current year population is 30,638. In 2010, the Census count in the area was 30,344. The rate of change since 2010 was 0.30% annually. The five-year projection for the population in the area is 31,789 representing a change of 0.74% annually from 2013 to 2018. Currently, the population is 48.7% male and 51.3% female.

Median Age

The median age in this area is 42.4, compared to U.S. median age of 37.3.

Race and Ethnicity

2013 White Alone	72.0%
2013 Black Alone	1.6%
2013 American Indian/Alaska Native Alone	0.4%
2013 Asian Alone	12.8%
2013 Pacific Islander Alone	0.2%
2013 Other Race	8.3%
2013 Two or More Races	4.8%
2013 Hispanic Origin (Any Race)	21.3%

Persons of Hispanic origin represent 21.3% of the population in the identified area compared to 17.4% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 64.5 in the identified area, compared to 62.1 for the U.S. as a whole.

Households

2000 Households	10,659
2010 Households	10,469
2013 Total Households	10,574
2018 Total Households	10,997
2000-2010 Annual Rate	-0.18%
2010-2013 Annual Rate	0.31%
2013-2018 Annual Rate	0.79%
2013 Average Household Size	2.85

The household count in this area has changed from 10,469 in 2010 to 10,574 in the current year, a change of 0.31% annually. The five-year projection of households is 10,997, a change of 0.79% annually from the current year total. Average household size is currently 2.85, compared to 2.86 in the year 2010. The number of families in the current year is 7,793 in the specified area.

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

July 02, 2014



Executive Summary

Laguna Hills
Laguna Hills city, CA (0639220)
Geography: Place

Prepared by Elizabeth Kiley

Laguna Hills city, CA (06...

Median Household Income

2013 Median Household Income	\$91,202
2018 Median Household Income	\$103,295
2013-2018 Annual Rate	2.52%

Average Household Income

2013 Average Household Income	\$122,080
2018 Average Household Income	\$142,097
2013-2018 Annual Rate	3.08%

Per Capita Income

2013 Per Capita Income	\$42,648
2018 Per Capita Income	\$49,717
2013-2018 Annual Rate	3.11%

Households by Income

Current median household income is \$91,202 in the area, compared to \$51,314 for all U.S. households. Median household income is projected to be \$103,295 in five years, compared to \$59,580 for all U.S. households

Current average household income is \$122,080 in this area, compared to \$71,842 for all U.S. households. Average household income is projected to be \$142,097 in five years, compared to \$83,667 for all U.S. households

Current per capita income is \$42,648 in the area, compared to the U.S. per capita income of \$27,567. The per capita income is projected to be \$49,717 in five years, compared to \$32,073 for all U.S. households

Housing

2000 Total Housing Units	10,999
2000 Owner Occupied Housing Units	8,105
2000 Owner Occupied Housing Units	2,554
2000 Vacant Housing Units	340
2010 Total Housing Units	11,046
2010 Owner Occupied Housing Units	7,820
2010 Renter Occupied Housing Units	2,649
2010 Vacant Housing Units	577
2013 Total Housing Units	11,207
2013 Owner Occupied Housing Units	7,846
2013 Renter Occupied Housing Units	2,729
2013 Vacant Housing Units	633
2018 Total Housing Units	11,691
2018 Owner Occupied Housing Units	8,271
2018 Renter Occupied Housing Units	2,726
2018 Vacant Housing Units	694

Currently, 70.0% of the 11,207 housing units in the area are owner occupied; 24.4%, renter occupied; and 5.6% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.3% are renter occupied; and 11.3% are vacant. In 2010, there were 11,046 housing units in the area - 70.8% owner occupied, 24.0% renter occupied, and 5.2% vacant. The annual rate of change in housing units since 2010 is 0.65%. Median home value in the area is \$538,281, compared to a median home value of \$177,257 for the U.S. In five years, median value is projected to change by 3.68% annually to \$644,835.

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

July 02, 2014

9/8/2015 ITEM NO. 5.1

