



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, August 28, 2018 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

**Mel Carruth, Mayor
Janine Heft, Council Member**

**Dore J. Gilbert, M.D., Mayor Pro Tempore
Don Sedgwick, Council Member**

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

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

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

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

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

ROLL CALL OF CITY COUNCIL MEMBERS

ANNOUNCEMENT OF CLOSED SESSION ITEMS

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

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

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

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

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

RECONVENE TO CITY COUNCIL CHAMBER

RECESS



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, August 28, 2018 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

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GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SEDGWICK

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Ten Year Anniversary Award**

Recommendation: That Mayor Carruth recognize Melissa Au-Yeung, Deputy City Manager, for Ten Years of Service to the City of Laguna Hills and present a Certificate of Recognition and a gift to Ms. Au-Yeung.

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

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

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

3.2 Approval of Minutes for July 10, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the July 10, 2018, Regular Meeting

3.3 Approval of Warrant Register for the August 28, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$3,530,019.48.

3.4 Adoption of Fiscal Year 2018/2019 Civic Center Budget

Recommendation: That the City Council approve and adopt the Fiscal Year 2018/2019 Civic Center Budget.

3.5 Records Retention Management

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

3.6 Second Reading & Adoption of Proposed Ordinance Amending and Restating Chapter 5-48 (Construction and Demolition Waste Recycling Program) of the Laguna Hills Municipal Code Relating to the City's Construction and Demolition Waste Recycling Program.

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Amending and Restating Chapter 5-48 (Construction and Demolition Waste Recycling Program) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code Relating to the City's Construction and Demolition Waste Recycling Program."

3.7 Agreement with Age Well Senior Services, Inc. for Community Development Block Grant Funds for FY 2018-2019 for Public Facilities and Improvements

Recommendation: That the City Council approve the Agreement between Age Well Senior Services, Inc. and the City of Laguna Hills for Community Development Block Grant Funds for FY 2018-2019 and authorize the City Manager to execute the Agreement.

3.8 Approval of Cooperative Agreement MA-080-18011416 to Fund Total Maximum Daily Load (TMDL) Studies in the Newport Bay Watershed

Recommendation: That the City Council: (1) Approve Agreement MA-080-18011416 with the County of Orange, Cooperative Agreement to fund Total Maximum Daily Load Programs and related activities in the Newport Bay Watershed, and (2) Authorize the Mayor to sign and the City Clerk to attest to the Agreement.

3.9 22ND Annual Inner-Coastal & Watershed Cleanup Day

Recommendation: That the City Council declare September 15, 2018, as Inner-Coastal & Watershed Cleanup Day and encourage volunteer participation in this event.

3.10 Modification of On-Street Parking on Santa Vittoria Drive Northerly of Ridge Route Drive

Recommendation: That the City Council: (1) Find and determine that the proposed parking restriction is not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly, and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing no parking anytime zones on the westerly side of Santa Vittoria Drive at 1) 20 feet southerly of Camino Jalisco (south) (private street) and 2) from 173 feet to 193 feet southerly of Camino Jalisco (south)".

3.11 2018 Memorial Day Race Post Event Report and a Resolution Authorizing Community Assistance Funding for the 3/5 Marine Support Committee

Recommendation: That the City Council: (1) Receive and file the report, and (2) Adopt a Resolution entitled: "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."

3.12 Resolution Amending and Restating City Council Policy No. 315 Related to the City's Tree Preservation Policy

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending and restating City Council Policy No. 315 related to the City's existing Tree Preservation Policy."

3.13 Resolution Amending and Restating City Council Policy No. 350 Related to the City's Residential Streets Traffic Management Policy

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending and restating City Council Policy No. 350 related to the City's existing Residential Streets Traffic Management Policy."

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 JULY 10, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for July 10, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the July 10, 2018, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS**4.5. PLANNING AGENCY PUBLIC HEARINGS****PLANNING AGENCY ADJOURNMENT****5. CITY COUNCIL PUBLIC HEARINGS****5.1 Zoning Text Amendment No. 2-17-3777, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals)**

Recommendation: That the City Council: (1) Conduct a Public Hearing for Zoning Text Amendment No. 2-17-3777; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per

Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines; and (3) Introduce for first reading, read by title only, and waive further reading of an Ordinance Entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 2-17-3777, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals) of the Laguna Hills Municipal Code."

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.2. City Attorney

6.2.1 Filing City Council Vacancy Pursuant to Government Code Section 36512

Recommendation: That the City Council take action to approve one of the following options to fill the vacancy in Council Member Kogerman's office prior to September 9, 2018: (1) Option 1. Appoint a qualified individual to fill the vacancy on an interim basis until the November 2018 General Municipal Election, either through a direct appointment or by following an application and interview process. If the Council fills the vacancy by appointment, that person would serve briefly on an interim basis until the November 2018 General Municipal Election. (2) Option 2. Leave the seat temporarily vacant and defer to the upcoming November 6, 2018 General Municipal Election, which has already been called, to fill Council Member Kogerman's seat.

6.3. Community Development Director

6.3.1 First Reading and Introduction of a Proposed Ordinance Amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to Adopt New Chapter 1-36 and Amending Chapter 1-32 (General Penalty) to Adopt New Section 1-32.060 to Enact an Administrative Citation Program

Recommendation: That the City Council Introduce for First Reading, Read By Title Only, and Waive Further Reading, an Ordinance Entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Amending Title 1 (General Provisions) of the Laguna Hills Municipal Code

to Adopt New Chapter 1-36 and Amending Chapter 1-32 (General Penalty) to Adopt New Section 1-32.060 to Enact an Administrative Citation Program.”

6.4. Deputy City Manager/Community Services Director

6.4.1 Update of City Council Policy on Sponsorship Banners in City Parks for Laguna Hills Youth Sports Organizations.

Recommendation: That the City Council adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California, Amending and Restating City Council Policy No. 305 in Regards to the Display of Sponsorship Banners in City Parks for Laguna Hills Resident Youth Sports Organizations.”

6.4.2 Update of City Council Reservation Policies Related to the Use of City Facilities Such as Community Center Rooms, Parks, Athletic Fields, Courts, and Gymnasium.

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting City Council Policy No. 317 updating the City's existing Public Facility Reservation and Use Policy, consolidating existing related Council policies and procedures, and rescinding City Council Policy Nos. 309, 310, 311, 312, 313, 314, and 316."

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be September 11, 2018, 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 August 24, 2018, at 5:00 pm.



City Clerk

August 24, 2018

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Ten Year Anniversary Award

RECOMMENDATION: That Mayor Carruth recognize Melissa Au-Yeung, Deputy City Manager, for Ten Years of Service to the City of Laguna Hills and present a Certificate of Recognition and a gift to Ms. Au-Yeung.

SUMMARY:

At this meeting, Mayor Carruth will recognize Melissa Au-Yeung, Deputy City Manager, for ten years of service to the City of Laguna Hills. Melissa was hired as a Management Analyst on June 30, 2008.

Employees are recognized when they have been with the City for five years with a Certificate of Recognition. Employees with ten, fifteen, and twenty years of service are recognized at a City Council meeting with the Mayor presenting a Certificate of Recognition and a gift.

ATTACHMENTS:

- Certificate of Recognition



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

MELISSA AU-YEUNG

Deputy City Manager

Ten Year Service Award

WHEREAS, Melissa Au-Yeung has served as a full-time employee for the City of Laguna Hills since June 30, 2008; and

WHEREAS, it is the policy and practice of the City of Laguna Hills to attract and retain highly qualified and motivated people; and

WHEREAS, Melissa Au-Yeung has served the City of Laguna Hills in a professional, caring, and conscientious manner for ten years; and

WHEREAS, Melissa's service has greatly contributed to the overall success of the City in its efforts to provide quality local government services, programs, and projects to the residents and businesses of Laguna Hills; and

WHEREAS, it is an honor to recognize the length and quality of Cindy's service to the City.

NOW, THEREFORE, I, Melody Carruth, Mayor, on behalf of the City Council, do hereby express appreciation to Melissa Au-Yeung for ten years of service to the City of Laguna Hills.

Dated this 28th day of August 2018.



MELODY CARRUTH, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for July 10, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the July 10, 2018, Regular Meeting

ATTACHMENTS:

- 180710 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, July 10, 2018**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Mayor Pro Tempore Gilbert.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Mayor	Absent	
Dore J. Gilbert, M.D.	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Absent	
Barbara D. Kogerman	Council Member	Present	
Don Sedgwick	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

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

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no Public Comments on Closed Session Item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

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

Council Member Heft arrived and joined the Closed Session at 6:10 p.m.

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

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

The meeting was called to order at 7:00 p.m. by Mayor Pro Tempore Gilbert.

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

Attendee Name	Title	Status	Arrived
Mel Carruth	Mayor	Absent	
Dore J. Gilbert, M.D.	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Barbara D. Kogerman	Council Member	Present	
Don Sedgwick	Council Member	Present	

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

Pursuant to Government Code Section 54956.9

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

Mayor Pro Tempore Gilbert stated that there was no reportable action from the City Council Closed Session this evening.

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Letter of Resignation and Recognition of Outgoing Council Member**

Recommendation: That the City Council accept the resignation and adopt Resolution No. 2018-07-10-1: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing the service of Council Member Barbara D. Kogerman," and Mayor Pro Tempore Gilbert presented a Resolution of Commendation and City Tile to Barbara D. Kogerman.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Don Sedgwick, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

Mayor Pro Tempore Gilbert presented Council Member Kogerman with a Resolution of Commendation and a City Tile. Rhonda Reardon, District Representative Senator Patricia C. Bates Office, and Anne Figueroa, District Representative Assemblyman William P. Brough's Office, presented Council Member Kogerman with a California Legislative Resolution commending her service and contributions to the City of Laguna Hills. Jefferson Cha, District Representative Congresswoman Mimi Walters' Office presented Council Member Kogerman with a Certificate of Congressional Recognition for her service to the community. Mayor Pro Tempore Gilbert presented Council Member Kogerman a gift from Mayor Carruth and expressed his appreciation to Council Member Kogerman.

Council Member Kogerman thanked everyone for the recognition.

Council Members expressed their appreciation to Council Member Kogerman and acknowledged her accomplishments and service to the City.

1.2 Presentation from Orange County District Attorney Tony Rackauckas on Rehabilitation Exploitation and Health Care Trafficking

Recommendation: The City Council received a presentation from Orange County District Attorney Tony Rackauckas on Rehabilitation Exploitation and Health Care Trafficking.

Orange County District Attorney Tony Rackauckas responded to City Council requests for further information.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar, with Council Member Heft removing Item No. 3.8 and Item No. 3.9:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

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 June 26, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 26, 2018, Regular Meeting

3.3 Approval of Warrant Register for the July 10, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$327,175.94.

3.4 City's Conflict of Interest Code

Recommendation: That the City Council adopt Resolution No. 2018-07-10-2: "A Resolution of the City Council of the City of Laguna Hills, California, adopting an updated Conflict of Interest Code and rescinding Resolution No. 2016-09-13-3".

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

Recommendation: That the City Council appoint Mayor Carruth as the Voting Delegate for the League of California Cities Annual Conference.

3.6 Appointment of Larry Woodruff as the City of Laguna Hills Representative to the Orange County Mosquito and Vector Control District

Recommendation: That the City Council appoint Larry Woodruff as the City's representative to the Orange County Mosquito and Vector Control District to fill the remainder of Council Member Kogerman's term.

3.7 Proposed Office Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Road, Suite 230, Laguna Hills, California

Recommendation: That the City Council approve the office lease with Koorosh Hosn, D.D.S., a professional corporation, for 24031 El Toro Road, Suite 230, Laguna Hills, California, and authorize the City Manager to execute the Lease.

3.10 La Paz Open Space Class 1 Bike Trail and Walking/Hiking Trail Active Transportation Grant Program Cycle 4 Application

Recommendation: That the City Council approve the submission to the State of California an Active Transportation Program Grant Application for Cycle 4 funding of the La Paz Open Space Class 1 Bike Trail and Walking/Hiking Trail Project and authorize the Assistant City Manager/Public Services Director to sign the application.

3.11 Approval of Final Map Tract No. 18115, a Portion of Vesting Tentative Tract Map (VTTM) No. 18036 (Previously Mislabeled as VTTM No. 18035), for the Property Located at 24155 Laguna Hills Mall.

Recommendation: That the City Council approve Final Tract Map No. 18115, a portion of Vesting Tentative Tract Map (VTTM) No. 18036 (previously mislabeled as VTTM No. 18035), for the property located at 24155 Laguna Hills Mall.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.8 Consulting Services Agreements with EMC Design, Inc. and Westamerica, Inc. for the Development of City Views

Council Member Heft removed Item No. 3.8 from the Consent Calendar to request additional information.

Recommendation: That the City Council approve individual Consulting Services Agreements with EMC Design, Inc. and Westamerica Communications, Inc. for FY 2018-2019 and FY 2019-2020 for the Development of City Views and authorize the City Manager to execute the Agreements.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Barbara D. Kogerman, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

3.9 La Paz Road Southerly Sidewalk Active Transportation Grant Program Cycle 4 Application

Council Member Heft removed Item No. 3.9 from the Consent Calendar to request additional information.

Recommendation: That the City Council approve the submission to the State of California an Active Transportation Program Grant Application for Cycle 4 funding of the La Paz Road Southerly Sidewalk Widening Project and authorize the Assistant City Manager/Public Services Director to sign the application.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Barbara D. Kogerman, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

4. PLANNING AGENCY

Mayor Pro Tempore Gilbert recessed the City Council meeting and, acting in capacity of Vice Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:37 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Absent	
Dore J. Gilbert, M.D.	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Barbara D. Kogerman	Agency Member	Present	
Don Sedgwick	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR JUNE 26, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for June 26, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the June 26, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

4.4. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Pro Tempore Gilbert reconvened the City Council Meeting at 7:38 p.m. All Council Members were present with the exception of Mayor Carruth.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 Confirmation of 2018 Weed Abatement Cost Report**

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

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

Recommendation: That the City Council conduct a Public Hearing regarding the 2018 Weed Abatement Cost Report and adopt Resolution No. 2018-07-10-3: "A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2018 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcel for municipal purposes."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Barbara D. Kogerman, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

6. ADMINISTRATIVE REPORTS**6.1. City Manager**

The City Manager gave no Administrative Reports.

6.2. City Attorney**6.2.1 Resignation of Council Member Barbara Kogerman - Discussion of Filling City Council Vacancy Pursuant to Government Code Section 36512**

Council Member Kogerman stated that she will be recusing herself from participating in any discussion regarding Agenda Item No. 6.2.1.

City Attorney Simonian reviewed the information provided in the Staff Report.

Recommendation: That the City Council take action by no later than September 9, 2018, to approve one of the following options to fill the vacancy in office created by Council Member Kogerman's resignation: (1) Option 1. Appoint a qualified individual to fill the vacancy in office, either through a direct appointment or by following an application and interview process. If the Council fills the vacancy by appointment, that person would serve on an interim basis until the November 2018 General Municipal Election. (2) Option 2. Call for a special election. A special election must be held on the next regularly scheduled established election date not less than 114 days from the call of the special election, which is November 6, 2018. Calling for a special election generally requires the person elected to fill the vacancy to hold office for the remainder of the unexpired term. Due to the City's adopted term limits, Council Member Kogerman is serving her final term of office, which will expire following the November 2018 General Municipal Election. There are no available established election dates to hold a special election prior to the November 6, 2018 General Municipal Election, which the City Council has already called by Resolution No. 2018-05-08-03. Therefore, as a practical matter, the City Council has the option of leaving the seat temporarily vacant and deferring to the General Municipal Election on November 6, 2018, which has already been called, to fill Council Member Kogerman's seat.

Motion to receive and file the report.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Dore J. Gilbert, Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

6.7. Deputy City Manager/Community Services Director

6.7.1 Proposed Ordinance Amending and Restating Chapter 5-48 (Construction and Demolition Waste Recycling Program) of the Laguna Hills Municipal Code Relating to the City's Construction and Demolition Waste Recycling Program.

Deputy City Manager/Community Services Director Reynolds reviewed the information provided in the Staff Report.

Recommendation: That the City Council introduce for first reading, read by title only, and waive further reading, an Ordinance entitled: “An Ordinance of the City of Laguna Hills, California, Amending and Restating Chapter 5-48 (Construction and Demolition Waste Program) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code Relating to the City’s Construction and Demolition Waste Recycling Program.”

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Dore J. Gilbert, Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

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

8. CITY COUNCIL MEMBER COMMENTS

Council Member Kogerman

Council Member Kogerman complimented City Staff, wished the City and residents great luck and indicated that it has been a wonderful almost 8 years.

Council Member Kogerman commented that Mayor Pro Tempore Gilbert is a true American hero and thanked him for his remarks.

Council Member Heft

Council Member Heft gave kudos to the Community Service Staff for the success of the City’s 4th of July event and indicated that she is looking forward to next year’s event.

Mayor Pro Tempore Gilbert

Mayor Pro Tempore Gilbert expressed that he would miss Council Member Kogerman, wished her happiness and indicated that he felt she was making a wise decision. Mayor Pro Tempore Gilbert also indicated to Colonel Kogerman that he will be missed as well.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 7:53p.m. The next regularly scheduled City Council Meeting will be held August 28, 2018.

Melissa Au-Yeung, City Clerk

ATTEST:

Melody Carruth, Mayor

Approved at meeting of August 28, 2018



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for the August 28, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$3,530,019.48.

SUMMARY:

The attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. In accordance with Government Code Section 37202, the Director of Finance certifies to the accuracy of the attached register of demands and to the availability of monies for payment thereof. These demands are hereby submitted to the City Council for approval of payment.

ATTACHMENTS:

- Warrant Register - August 28, 2018



City of Laguna Hills, CA

Warrant Register - August 28, 2018

Date Range: 07/05/2018 - 08/15/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814758	Z-PS-0010	DOUGLAS, LINDSEY	07/05/2018	92.00
8814759	M-1535	MUSIC MOVES ACADEMY, INC.	07/05/2018	126.00
8814760	S-1904	SOUTHERN CALIFORNIA EDISON	07/05/2018	2,543.29
8814761	S-2250	SPARKLETTES	07/05/2018	157.44
8814762	B-0377	BIG TOP RENTALS BADS, LTD	07/12/2018	3,404.29
8814763	C-0306	CITY OF IRVINE	07/12/2018	80.00
8814764	C-1139	COMPLETE OFFICE OF CALIFORNIA	07/12/2018	737.97
8814765	C-0023	COX COMMUNICATION	07/12/2018	170.62
8814766	G-0710	GOV'T FINANCE OFFICERS ASSN	07/12/2018	250.00
8814767	G-0772	GUADAGNO & SONS AMUSEMENTS	07/12/2018	10,500.00
8814768	G-0709	JOE A. GONSALVES & SON	07/12/2018	2,900.00
8814769	K-1126	KNIGHT, LORNA ANGELA	07/12/2018	791.70
8814770	M-1512	MCMURRAY STERN	07/12/2018	850.00
8814771	M-1475	MUSCO SPORTS LIGHTING, LLC	07/12/2018	1,275.00
8814772	N-1474	NIEVES LANDSCAPE, INC.	07/12/2018	82,779.99
8814773	O-1546	OFFICE SOLUTIONS	07/12/2018	64.36
8814774	Z-CS-0120	SAINT MARINA COPTIC ORTHODOX CHURCH	07/12/2018	500.00
8814775	S-2209	STUDIO TWO BLACK DIAMOND	07/12/2018	96.98
8814776	T-2698	TPX COMMUNICATIONS	07/12/2018	1,361.99
8814777	U-2164	UNITED SITE SERVICES OF CA.	07/12/2018	243.77
8814778	A-0138	ALL CITY MANAGEMENT, INC.	07/13/2018	3,885.84
8814779	A-0360	ARC DOCUMENT SOLUTIONS, LLC	07/13/2018	126.18
8814780	B-0430	BASICS OF SKATEBOARDING	07/13/2018	686.00
8814781	B-0304	BEE MAN, THE	07/13/2018	150.00
8814782	C-0412	C&D ELECTRIC, INC.	07/13/2018	1,784.84
8814783	C-1102	CALIFORNIA BUILDINGS STANDARDS COMMISSION	07/13/2018	490.50
8814784	S-2162	CARLSEN, SANDY	07/13/2018	29.43
8814785	C-1184	CEP AMERICA AUC PC	07/13/2018	270.00
8814786	C-1144	CHARLES ABBOTT ASSOCIATES, INC	07/13/2018	16,771.65
8814787	C-1075	CITY OF LAGUNA WOODS	07/13/2018	29,911.61
8814788	C-0455	CNC ENGINEERING	07/13/2018	5,228.08
8814789	C-1139	COMPLETE OFFICE OF CALIFORNIA	07/13/2018	613.99
8814790	C-1176	COMPUTER SERVICE CO.	07/13/2018	7,235.20
8814791	C-1192	CULINARY COOKING KIDS LLC	07/13/2018	6,020.00
8814792	D-0453	DEPARTMENT OF CONSERVATION	07/13/2018	1,303.56
8814793	D-0423	DIVISION OF STATE ARCHITECT STATE OF CALIFORNIA	07/13/2018	182.00
8814794	D-0561	DOCU-TRUST LAGUNA VAULT	07/13/2018	75.00
8814795	E-0554	ECONOMICS, INC.	07/13/2018	4,977.00
8814796	E-0504	EL TORO WATER DISTRICT	07/13/2018	11,320.23
8814797	E-0602	EMPLOYMENT DEV. DEPT (EDD)	07/13/2018	312.42
8814798	G-0844	GREEN MART, INC.	07/13/2018	926.65
8814799	G-0843	GRIEGO-SANDS, CINDY	07/13/2018	22.67
8814800	H-0959	HABASH, JOHN	07/13/2018	63.00
8814801	H-0943	HENRY, LUCIA	07/13/2018	665.00
8814802	J-1057	JAMEY CLARK, INC.	07/13/2018	105.00
8814803	J-1082	JONES DAY	07/13/2018	6,715.83
8814804	L-1379	LAGUNA NIGUEL COMMUNITY THEATRE	07/13/2018	1,120.00
8814805	M-1552	MARTIN-RUSK, DINA	07/13/2018	688.10
8814806	M-1302	MOULTON NIGUEL WATER DISTRICT	07/13/2018	17,084.24
8814807	N-1485	NPC CONSTRUCTION, INC.	07/13/2018	45,177.51
8814808	O-1546	OFFICE SOLUTIONS	07/13/2018	577.96
8814809	Q-1707	QUEST DIAGNOSTICS	07/13/2018	94.35
8814810	R-1830	RALPHS GROCERY COMPANY	07/13/2018	161.34
8814811	R-1813	RPW SERVICES, INC.	07/13/2018	1,560.00

Attachment: Warrant Register - August 28, 2018 (1664 : Approval of Warrant Register for August 28, 2018)

Warrant Register - August 28, 2018

Date Range: 07/05/2018 - 08/15/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814812	R-1967	RUSSELL, RICHARD WYATT	07/13/2018	336.00
8814813	S-1902	SAN DIEGO GAS & ELECTRIC	07/13/2018	12,387.80
8814814	S-2289	SANDS, CINDY	07/13/2018	861.10
8814815	S-2188	SCANNING SERVICE CORPORATION	07/13/2018	345.55
8814816	S-2194	SECURE LIVE SCAN	07/13/2018	60.00
8814817	S-2284	SHAH, AMBER	07/13/2018	959.91
8814818	S-1904	SOUTHERN CALIFORNIA EDISON	07/13/2018	12,763.12
8814819	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	07/13/2018	9,940.69
8814820	S-2016	SYSTEMS INTERNATIONAL	07/13/2018	2,980.00
8814821	T-2002	TAB PRODUCTS COMPANY	07/13/2018	97.41
8814822	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	07/13/2018	92.50
8814823	U-2166	UTILITY COST MANAGEMENT LLC	07/13/2018	60.52
8814824	W-2337	WEST COAST ARBORISTS, INC.	07/13/2018	24,182.45
8814825	X-2400	XEROX CORPORATION	07/13/2018	883.29
8814826	A-0311	ALLIANT INSURANCE SERVICES	07/16/2018	43,360.00
8814827	C-1177	CANON FINANCIAL SERVICES, INC.	07/19/2018	500.75
8814828	C-0023	COX COMMUNICATION	07/19/2018	981.63
8814829	Z-CS-0121	DUMAIN, KATHY	07/19/2018	170.00
8814830	D-0552	DUNBAR ARMORED, INC.	07/19/2018	142.36
8814831	E-0555	ERMAC	07/19/2018	391,219.00
8814832	Z-CD-0109	RICHARD COHEN LANDSCAPE	07/19/2018	114.00
8814833	Z-CS-0122	WADE, SUSAN	07/19/2018	170.00
8814834	W-2441	WEST COAST MOVEMENT PROJECT, LLC	07/19/2018	1,956.50
8814835	Z-CS-0116	PEREZ, KRYSTLE	07/19/2018	500.00
8814836	A-0365	AT&T - CALNET 3	07/19/2018	20.27
8814837	I-0942	IRVINE RANCH WATER DISTRICT	07/19/2018	146.76
8814838	S-1902	SAN DIEGO GAS & ELECTRIC	07/19/2018	311.10
8814839	S-1904	SOUTHERN CALIFORNIA EDISON	07/19/2018	282.61
8814840	T-2656	TYLER TECHNOLOGIES, INC.	07/19/2018	9,493.75
8814841	V-2249	US BANK VOYAGER FLEET SYSTEM	07/19/2018	1,624.14
8814842	Z-CD-0110	VAUGN BUILDERS, INC.	07/19/2018	971.92
8814843	Z-CD-0111	AKANS, AL	07/26/2018	160.08
8814844	A-0365	AT&T - CALNET 3	07/26/2018	78.31
8814845	Z-CD-0028	BRIGHT LIFE SOLAR	07/26/2018	170.48
8814846	C-1192	CULINARY COOKING KIDS LLC	07/26/2018	3,220.00
8814847	D-0572	DAILY JOURNAL CORPORATION	07/26/2018	882.36
8814848	H-0934	HOME DEPOT	07/26/2018	2,330.95
8814849	M-1552	MARTIN-RUSK, DINA	07/26/2018	285.60
8814850	Z-CS-0123	PEREZ, MARIA	07/26/2018	500.00
8814851	Z-CS-0124	SANCHEZ, MARIA	07/26/2018	500.00
8814852	S-1904	SOUTHERN CALIFORNIA EDISON	07/26/2018	692.27
8814853	T-2681	TOTALFUNDS BY HASLER MAILROOM FINANCE, INC.	07/26/2018	1,000.00
8814854	Z-CS-0039	WORCESTER, PAM	07/26/2018	250.00
8814855	M-1302	MOULTON NIGUEL WATER DISTRICT	07/26/2018	5,230.96
8814856	S-1902	SAN DIEGO GAS & ELECTRIC	07/26/2018	31,952.11
8814857	S-2250	SPARKLETTS	07/26/2018	122.03
8814858	A-0359	ANDERSON PENNA PARTNERS, INC.	08/02/2018	5,605.00
8814859	C-1133	CALIFORNIA YELLOW CAB	08/02/2018	1,980.00
8814860	C-1179	CANON SOLUTIONS AMERICA	08/02/2018	201.79
8814861	D-0461	DATA TICKET, INC.	08/02/2018	503.88
8814862	D-0561	DOCU-TRUST LAGUNA VAULT	08/02/2018	75.00
8814863	E-0504	EL TORO WATER DISTRICT	08/02/2018	13,538.74
8814864	F-0604	FEDERAL EXPRESS CORPORATION	08/02/2018	149.12
8814865	H-0959	HABASH, JOHN	08/02/2018	19.60
8814866	H-0829	HARTZOG & CRABILL, INC.	08/02/2018	2,954.45
8814867	H-0960	HR GREEN PACIFIC, INC.	08/02/2018	33,634.69
8814868	I-0981	ICF JONES & STOKES, INC.	08/02/2018	2,091.25
8814869	J-1057	JAMEY CLARK, INC.	08/02/2018	538.13
8814870	L-1376	LONG BEACH BMW MOTORCYCLES	08/02/2018	720.02
8814871	M-1583	MOORE IACOFANO GOLTSMAN, INC.	08/02/2018	3,360.00
8814872	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	08/02/2018	2,397.00

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8814873	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	08/02/2018	1,568.00
8814874	P-1829	PEST OPTIONS, INC.	08/02/2018	225.00
8814875	S-1944	SOUTHERN CALIF MUN ATHLETIC FEDERATION	08/02/2018	1,036.00
8814876	S-2059	STAPLETON, VIVIAN	08/02/2018	315.00
8814877	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	08/02/2018	608.00
8814878	T-2605	TUTTLE CLICK FORD	08/02/2018	62.15
8814879	V-2224	VERIZON WIRELESS	08/02/2018	880.57
8814880	W-2337	WEST COAST ARBORISTS, INC.	08/02/2018	16,481.50
8814881	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	08/02/2018	232.84
8814882	W-2377	WILLDAN ENGINEERING	08/02/2018	450.00
8814883	R-1801	WOODRUFF, SPRADLIN & SMART	08/02/2018	80,651.74
8814884	A-0360	ARC DOCUMENT SOLUTIONS, LLC	08/02/2018	147.90
8814885	B-0430	BASICS OF SKATEBOARDING	08/02/2018	392.00
8814886	C-0412	C&D ELECTRIC, INC.	08/02/2018	1,487.36
8814887	C-0333	CALIF PARK & REC SOCIETY, INC.	08/02/2018	770.00
8814888	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	08/02/2018	2,990.00
8814889	C-1139	COMPLETE OFFICE OF CALIFORNIA	08/02/2018	194.45
8814890	C-0023	COX COMMUNICATION	08/02/2018	614.41
8814891	D-0572	DAILY JOURNAL CORPORATION	08/02/2018	550.08
8814892	E-0593	EISENBERG, DALE	08/02/2018	605.50
8814893	E-0553	ELKINS, CHRISTINA	08/02/2018	91.00
8814894	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	08/02/2018	1,272.00
8814895	H-0959	HABASH, JOHN	08/02/2018	14.70
8814896	J-1057	JAMEY CLARK, INC.	08/02/2018	1,853.92
8814897	G-0709	JOE A. GONSALVES & SON	08/02/2018	2,900.00
8814898	M-1388	MOBILE MINI, INC.	08/02/2018	82.97
8814899	M-1535	MUSIC MOVES ACADEMY, INC.	08/02/2018	1,092.00
8814900	N-1474	NIEVES LANDSCAPE, INC.	08/02/2018	1,379.92
8814901	O-1525	OCCMA	08/02/2018	764.00
8814902	O-1528	OCTA	08/02/2018	1,449.87
8814903	O-1546	OFFICE SOLUTIONS	08/02/2018	632.54
8814904	C-0311	ORANGE COUNTY TREASURER TAX COLLECTOR	08/02/2018	4,030.31
8814905	P-1828	PARSONS, ROSS	08/02/2018	90.00
8814906	P-1804	PATROL ONE	08/02/2018	1,968.75
8814907	P-1815	PLAY-WELL TEKNOLOGIES	08/02/2018	913.50
8814908	Q-1715	QUESTYS SOLUTIONS	08/02/2018	4,355.38
8814909	R-1967	RUSSELL, RICHARD WYATT	08/02/2018	1,030.40
8814910	S-2018	SKYHAWK ACADEMY	08/02/2018	1,102.50
8814911	S-1944	SOUTHERN CALIF MUN ATHLETIC FEDERATION	08/02/2018	70.00
8814912	S-2059	STAPLETON, VIVIAN	08/02/2018	525.00
8814913	T-2002	TAB PRODUCTS COMPANY	08/02/2018	281.53
8814914	T-2042	TRAUMA INTERVENTION PROGRAMS	08/02/2018	910.32
8814915	U-2164	UNITED SITE SERVICES OF CA.	08/02/2018	588.43
8814916	W-2337	WEST COAST ARBORISTS, INC.	08/02/2018	14,790.35
8814917	W-2379	WEST COAST TURF	08/02/2018	25,872.00
8814918	Z-PS-0011	ANDERSON, JUANDA	08/02/2018	40.00
8814919	C-1176	COMPUTER SERVICE CO.	08/02/2018	4,805.65
8814920	D-0561	DOCU-TRUST LAGUNA VAULT	08/02/2018	75.00
8814921	G-0788	GAIL MATERIALS, INC.	08/02/2018	1,046.65
8814922	G-0844	GREEN MART, INC.	08/02/2018	926.65
8814923	J-1057	JAMEY CLARK, INC.	08/02/2018	381.27
8814924	N-1474	NIEVES LANDSCAPE, INC.	08/02/2018	476.88
8814925	R-1855	RICHARD FISHER ASSOCIATES	08/02/2018	13,103.98
8814926	R-1813	RPW SERVICES, INC.	08/02/2018	1,560.00
8814927	S-1904	SOUTHERN CALIFORNIA EDISON	08/02/2018	1,902.16
8814928	S-1937	STATE CONTROLLER'S OFFICE	08/02/2018	150.00
8814929	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	08/02/2018	112.30
8814930	C-0023	COX COMMUNICATION	08/09/2018	170.62
8814931	C-1146	CYBERSOURCE CORPORATION	08/09/2018	29.00
8814932	Z-CD-0112	DILORINZO, ANTHONY	08/09/2018	511.53
8814933	G-0860	GRACE GRAPHICS	08/09/2018	60.34

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8814934	I-0942	IRVINE RANCH WATER DISTRICT	08/09/2018	166.42
8814935	M-1546	MAILFINANCE, INC.	08/09/2018	498.39
8814936	M-1302	MOULTON NIGUEL WATER DISTRICT	08/09/2018	20,055.61
8814937	R-1830	RALPHS GROCERY COMPANY	08/09/2018	81.73
8814938	Z-CS-0125	RAMIREZ, BIBIANA	08/09/2018	500.00
8814939	S-1902	SAN DIEGO GAS & ELECTRIC	08/09/2018	10,035.03
8814940	S-1949	SMART & FINAL	08/09/2018	810.44
8814941	S-1904	SOUTHERN CALIFORNIA EDISON	08/09/2018	1,004.28
8814942	S-2250	SPARKLETTS	08/09/2018	94.05
8814943	T-2698	TPX COMMUNICATIONS	08/09/2018	1,382.18
8814944	V-2249	US BANK VOYAGER FLEET SYSTEM	08/09/2018	1,398.55
8814945	V-2224	VERIZON WIRELESS	08/09/2018	1,351.94
8814946	Y-2654	YANEZ, DANIELLE	08/09/2018	200.00
8814947	A-0254	A. C. LANDSCAPE, INC.	08/15/2018	4,345.58
8814948	A-0359	ANDERSON PENNA PARTNERS, INC.	08/15/2018	4,061.25
8814949	A-0360	ARC DOCUMENT SOLUTIONS, LLC	08/15/2018	168.20
8814950	A-0358	ARDO, KARL	08/15/2018	112.00
8814951	A-0365	AT&T - CALNET 3	08/15/2018	20.32
8814952	B-0304	BEE MAN, THE	08/15/2018	405.00
8814953	B-0411	BUCKNAM & ASSOCIATES, INC.	08/15/2018	407.50
8814954	C-0412	C&D ELECTRIC, INC.	08/15/2018	899.58
8814955	C-1133	CALIFORNIA YELLOW CAB	08/15/2018	1,968.00
8814956	C-1179	CANON SOLUTIONS AMERICA	08/15/2018	273.95
8814957	C-1144	CHARLES ABBOTT ASSOCIATES, INC	08/15/2018	50,724.71
8814958	C-0455	CNC ENGINEERING	08/15/2018	4,771.92
8814959	C-1096	CODE PUBLISHING COMPANY, INC.	08/15/2018	367.20
8814960	C-1139	COMPLETE OFFICE OF CALIFORNIA	08/15/2018	617.46
8814961	C-0023	COX COMMUNICATION	08/15/2018	851.63
8814962	Z-CS-0126	CUEVAS, FLORA	08/15/2018	220.00
8814963	D-0461	DATA TICKET, INC.	08/15/2018	766.94
8814964	D-0552	DUNBAR ARMORED, INC.	08/15/2018	139.19
8814965	E-0544	ECONOLITE CONTROL PRODUCTS, INC	08/15/2018	3,895.00
8814966	E-0554	ECONOMICS, INC.	08/15/2018	3,144.50
8814967	F-0604	FEDERAL EXPRESS CORPORATION	08/15/2018	306.98
8814968	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	08/15/2018	1,272.00
8814969	H-0959	HABASH, JOHN	08/15/2018	29.40
8814970	H-0960	HR GREEN PACIFIC, INC.	08/15/2018	21,743.73
8814971	J-1057	JAMEY CLARK, INC.	08/15/2018	2,137.99
8814972	K-1193	KOSMONT COMPANIES	08/15/2018	591.50
8814973	L-1382	LOYA, RICKY	08/15/2018	180.00
8814974	M-1567	MOIR, CASEY	08/15/2018	3,860.00
8814975	N-1474	NIEVES LANDSCAPE, INC.	08/15/2018	83,656.68
8814976	C-1008	NPDES OC TREASURER-TAX COLLECTOR	08/15/2018	577.44
8814977	O-1546	OFFICE SOLUTIONS	08/15/2018	623.58
8814978	P-1824	PACKET FUSION, INC.	08/15/2018	1,750.00
8814979	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	08/15/2018	2,161.50
8814980	P-1804	PATROL ONE	08/15/2018	360.22
8814981	Z-CD-0018	PREMIER POOLS OF ORANGE COUNTY	08/15/2018	500.00
8814982	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	08/15/2018	265.06
8814983	P-1779	PUBLIC STORAGE	08/15/2018	6,036.00
8814984	Z-CS-0127	RUELAS, INMA	08/15/2018	500.00
8814985	R-1967	RUSSELL, RICHARD WYATT	08/15/2018	867.20
8814986	S-1902	SAN DIEGO GAS & ELECTRIC	08/15/2018	355.07
8814987	S-2018	SKYHAWK ACADEMY	08/15/2018	1,102.50
8814988	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	08/15/2018	32.00
8814989	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	08/15/2018	11,455.26
8814990	Z-CD-0113	TRAUT, JAMES	08/15/2018	500.00
8814991	T-2656	TYLER TECHNOLOGIES, INC.	08/15/2018	4,393.75
8814992	U-2121	U.S. POSTAL SERVICE	08/15/2018	2,500.00
8814993	U-2164	UNITED SITE SERVICES OF CA.	08/15/2018	219.24
8814994	W-2337	WEST COAST ARBORISTS, INC.	08/15/2018	28,337.95

Attachment: Warrant Register - August 28, 2018 (1664 : Approval of Warrant Register for August 28, 2018)

Warrant Register - August 28, 2018

Date Range: 07/05/2018 - 08/15/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814995	W-2441	WEST COAST MOVEMENT PROJECT, LLC	08/15/2018	6,564.60
8814996	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	08/15/2018	232.84
8814997	W-2426	WHITE NELSON DIEHL EVANS LLP	08/15/2018	900.00
8814998	X-2400	XEROX CORPORATION	08/15/2018	1,092.90
8814999	C-1184	CEP AMERICA AUC PC	08/15/2018	215.00
8815000	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	08/15/2018	2,421.98
8815001	F-0677	FIRST ADVANTAGE CORPORATION	08/15/2018	7.32
8815002	H-0960	HR GREEN PACIFIC, INC.	08/15/2018	23,755.45
8815003	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	08/15/2018	575.58
8815004	V-2251	VIZUAL SYMPHONY, INC.	08/15/2018	3,487.45
DFT0000338	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	07/25/2018	282,480.49
DFT0000339	B-0310	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.	07/27/2018	147,281.64
DFT0000340	B-0276	BANK OF AMERICA VISA CARD	07/16/2018	10,717.29
DFT0000341	B-0276	BANK OF AMERICA VISA CARD	07/16/2018	1,409.00
DFT0000342	B-0276	BANK OF AMERICA VISA CARD	07/27/2018	9,713.79
DFT0000343	B-0276	BANK OF AMERICA VISA CARD	07/16/2018	1,176.25
DFT0000344	B-0276	BANK OF AMERICA VISA CARD	07/16/2018	731.91
DFT0000345	B-0276	BANK OF AMERICA VISA CARD	07/16/2018	606.06
DFT0000346	C-0313	ESSEX REALTY MANAGEMENT INC, AS TRUSTEE FOR CITY OF LAGUNA HILLS	07/24/2018	275,882.00
DFT0000368	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	08/06/2018	667,954.28
DFT0000369	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	08/10/2018	668,660.49
DFT0000370	B-0276	BANK OF AMERICA VISA CARD	08/15/2018	1,594.79
DFT0000371	B-0276	BANK OF AMERICA VISA CARD	08/15/2018	1,575.94
DFT0000372	B-0276	BANK OF AMERICA VISA CARD	08/15/2018	9,823.68
DFT0000373	B-0276	BANK OF AMERICA VISA CARD	08/15/2018	466.10
DFT0000374	B-0276	BANK OF AMERICA VISA CARD	08/15/2018	1,291.72
DFT0000375	B-0276	BANK OF AMERICA VISA CARD	08/15/2018	5,351.88

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	357	247	0.00	1,443,302.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	17	0.00	2,086,717.31
EFT's	0	0	0.00	0.00
	374	264	0.00	3,530,019.48

Attachment: Warrant Register - August 28, 2018 (1664 : Approval of Warrant Register for August 28, 2018)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Adoption of Fiscal Year 2018/2019 Civic Center Budget

RECOMMENDATION: That the City Council approve and adopt the Fiscal Year 2018/2019 Civic Center Budget.

SUMMARY:

The Laguna Hills Civic Center is an enterprise/proprietary fund operation of the City. Altogether, there are 51,970 square feet of leasable office space in the Civic Center. The City occupies 20,843 square feet and leases out 31,127 square feet. For Fiscal Year 2018/2019, staff is recommending a budget that will generate net income of \$95,056. However, after one-time capital expenses associated with two new leases, three lease renewals, and carryover costs from two lease renewals from last fiscal year, the budget projects a net loss of \$209,398.

BACKGROUND:

Included as an attachment to this report is the proposed 2018/2019 Civic Center Budget. This budget is based on the following assumptions:

- Suites 160 and 250, which are currently vacant, will lease up at current market rates.
- Tenants in Suites 201, 203, and 300 renew their leases at current market rates.

These assumptions are important in that they can trigger both the start of a new revenue stream, tenant improvements, and/or commission costs. For 2018/2019, the

FY 2018/2019 Civic Center Budget

August 28, 2018

Page 2

unusually high number of new leases and lease renewals require \$129,159 in tenant improvement and \$34,684 in lease commissions. The budget also includes a \$42,369 appropriation for capital expenses. As a result, the budgeted net income of \$95,056 is reduced to a net loss of \$209,398. The enterprise fund has a fund balance of \$316,199 as of July 30, 2018 and, as such, no owner contribution is anticipated for this fiscal year.

FISCAL IMPACT:

The proposed 2018/2019 Civic Center Budget projects a net loss of \$209,398 after capital expenses. There are no General Fund or Capital Reserve Fund contributions expected.

ATTACHMENTS:

- Fiscal Year 2018-2019 Civic Center Budget

Laguna Hills Civic Center
2018-19 Budget

	Adopted Budget 2017-18	Estimated Actuals 2017-18	Proposed Budget 2018-19
Rental Income	1,189,777	1,193,930	1,193,911
Contra Revenue	(549,965)	(549,965)	(549,965)
CAM Income	83,359	80,054	70,186
Contra CAM	(71,274)	(70,920)	(67,016)
CAM Rec Revenue	-	(4,062)	-
Other	<u>-</u>	<u>9,356</u>	<u>-</u>
Total Revenue	651,897	658,393	647,116
Direct Operating Expenses	<u>474,918</u>	<u>452,757</u>	<u>515,957</u>
Net Operating Income	\$ 176,979	\$ 205,636	\$ 131,159
Indirect Operating Expenses	<u>36,696</u>	<u>47,568</u>	<u>36,102</u>
Net Income	140,283	158,069	95,056
Capital Expenses	188,418	38,939	304,454
Net Cash Flow After Capital	(48,135)	119,130	(209,398)
General Fund Contribution	-	-	-
Capital Reserve Fund	-	-	-
Distribution to Capital Reserve Fund	-	-	-
Distribution to General Fund	<u>-</u>	<u>-</u>	<u>-</u>
Civic Center Net Cash Flow	(48,135)	119,130	(209,398)
Fund Balance as of July 30, 2018			316,199

Attachment: Fiscal Year 2018-2019 Civic Center Budget (1661 : FY 2018/2019 Civic Center Budget)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Records Retention Management

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

SUMMARY:

State law authorizes cities to destroy records when the records are no longer required, the records have been retained for the time periods required by law, the City Council adopts a resolution authorizing the destruction, and the City Attorney provides written consent to the destruction (Government Code § 34090). On October 28, 2014, the City Council adopted Resolution No. 2014-10-28-2, which amended and restated the City's Record Retention Schedule. Records designated for disposal, as set forth in Exhibit "A" to the proposed Resolution attached hereto, *exclude* any of the following types of records, per Government Code Section 34090: (a) Records affecting the title to real property or liens thereon; (b) Court records; (c) Records required to be kept by statute; (d) Records less than two years old; and (e) the minutes, ordinances, or resolutions of the legislative body or of a city board or commission.

City staff has identified records for disposal that have been retained for the time periods set forth in the City's Record Retention Schedule and are no longer required for City business. The Department Heads, City Manager, City Attorney, and City Clerk have verified that these records have been retained for the time periods set forth in the City's

Destruction of Records

August 28, 2018

Page 2

Record Retention Schedule and meet the requirements for disposal. Authority to dispose of these records is required as provided for by Government Code Section 34090.

ATTACHMENTS:

- Resolution
- Exhibit A

RESOLUTION NO. 2018-08-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO DISPOSE OF CERTAIN CITY RECORDS IN ACCORDANCE WITH THE CITY'S RECORD RETENTION SCHEDULE.

WHEREAS, Section 34090 of the California Government Code provides for the disposal of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney; and

WHEREAS, the records and documents identified in Exhibit "A" attached hereto, have been retained for the time periods required by law and in accordance with the Records Retention Schedule adopted by City Council Resolution No. 2014-10-28-2; and

WHEREAS, the records designated for disposal, as set forth Exhibit "A" attached hereto, exclude any of the following types of records, pursuant to Government Code Section 34090: (a) Records affecting the title to real property or liens thereon; (b) Court records; (c) Records required to be kept by statute; (d) Records less than two years old; (e) The minutes, ordinances, or resolutions of the legislative body or of a city board or commission; and

WHEREAS, the Department Heads, City Manager, City Clerk and City Attorney have consented to the disposal of the records and documents identified in Exhibit "A".

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

SECTION 1. The records identified in Exhibit "A" attached hereto are no longer required for City business, and have been retained for the time periods required by law and in accordance with the Records Retention Schedule adopted by Resolution No. 2014-10-28-2.

SECTION 2. The City Clerk is hereby authorized and directed to cause the disposal of those records listed and identified in Exhibit "A" which is attached hereto and is incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED this 28th day of August 2018.

 MELODY CARRUTH, 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. 2018-08-28-X adopted by the City Council of the City of Laguna Hills, California, at
 a Regular Meeting thereof held on the 28th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

 MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution (1660 : Destruction of Records)

Records Retention Management

I hereby certify that: the records set forth on the attached list are more than two years old, do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the legislative body of the City or of any City Board or Commission, and are no longer required by the City. I request authority to dispose of same pursuant to Section 34090 of the Government Code of California.

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.

Janice Reyes Date
Finance Director

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.

Ken Rosenfield Date
Assistant City Manager/Director of Public Services

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.

David Chantarangsu Date
Community Development Director

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.

David Reynolds Date
Deputy City Manager

City Clerk Approval: I have reviewed the records pursuant to the attached list for historical value and for compliance with the established retention requirements, and I consent to their disposal.

Melissa Au-Yeung Date
Deputy City Manager/City Clerk

City Attorney Approval: I consent to the disposal of the records pursuant to the attached list:

Gregory E. Simonian, City Attorney Date

I hereby certify that the disposal of the records pursuant to the attached list was approved by the City Council of the City of Laguna Hills, California, by Resolution No. 2018-08-28- at a regular meeting of the City Council held in Laguna Hills, California, on August 28, 2018, and that by said Resolution, the department head or designee was authorized to dispose of the records.

City Clerk Date

I hereby certify that, pursuant to the foregoing authority, the records pursuant to the attached list were disposed on _____, 2018.

City Clerk Date

Attachment: Exhibit A (1660 : Destruction of Records)

Exhibit "A"
Page 2 of 28

Orig. Dept	ALL
1000	1000
1001	1001
1002	1002
1003	1003
1004	1004
1005	1005
1006	1006
1007	1007
1008	1008
1009	1009
1010	1010
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1016	1016
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Packet Pg. 39

Laguna Hills City Clerk

Exhibit "A"
Page 3 of 28Destroy Date From 8/29/2018 To 8/29/2018
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900009955	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"N" MISCELLANEOUS	FY2009-2010	DESTROY
900009956	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"O" MISCELLANEOUS	FY2009-2010	DESTROY
900009957	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"P" MISCELLANEOUS	FY2009-2010	DESTROY
900009959	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"Q" MISCELLANEOUS	FY2009-2010	DESTROY
900009960	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"R" MISCELLANEOUS	FY2009-2010	DESTROY
900009961	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"S" MISCELLANEOUS	FY2009-2010	DESTROY
900009962	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"T" MISCELLANEOUS	FY2009-2010	DESTROY
900009963	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"U" MISCELLANEOUS	FY2009-2010	DESTROY
900009964	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"V" MISCELLANEOUS	FY2009-2010	DESTROY
900009965	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"W" MISCELLANEOUS	FY2009-2010	DESTROY
900009966	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	"XYZ" MISCELLANEOUS	FY2009-2010	DESTROY
900010132	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	A-THRONE CO., INC	FY2009-2010	DESTROY
900010598	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	A.C. LANDSCAPE	FY2009-2010	DESTROY
900009967	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ACTIVE NETWORK, THE	FY2009-2010	DESTROY

Laguna Hills City Clerk

Exhibit "A"
Page 4 of 28

Destroy Date	From	To
8/29/2018	8/29/2018	8/29/2018

Orig. Dept	ALL
01 - AGRICULTURE	01 - AGRICULTURE
02 - BUSINESS & COMMERCE	02 - BUSINESS & COMMERCE
03 - EDUCATION	03 - EDUCATION
04 - HEALTH & HUMAN SERVICES	04 - HEALTH & HUMAN SERVICES
05 - HOUSING & COMMUNITY DEVELOPMENT	05 - HOUSING & COMMUNITY DEVELOPMENT
06 - LABOR & INDUSTRY RELATIONS	06 - LABOR & INDUSTRY RELATIONS
07 - LAW & JUSTICE	07 - LAW & JUSTICE
08 - NATURAL RESOURCES & ENVIRONMENT	08 - NATURAL RESOURCES & ENVIRONMENT
09 - REVENUE	09 - REVENUE
10 - TRANSPORTATION	10 - TRANSPORTATION
11 - UTILITIES	11 - UTILITIES
12 - MISCELLANEOUS	12 - MISCELLANEOUS

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900010133	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	AIM	FY2009-2010	DESTROY
900010131	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALICEA, MIA	FY2009-2010	DESTROY
900009968	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALISO MEADOWS CONDOMINIUM ASSOC.	FY2009-2010	DESTROY
900009970	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALL AROUND LIGHTING	FY2009-2010	DESTROY
900009971	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALL CITY MANAGEMENT	FY2009-2010	DESTROY
900011240	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	AMBIUS, INC	FY2009-2010	DESTROY
900010196	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	AQUA CHILL OF MISSION VIEJO	FY2009-2010	DESTROY
900009972	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ARAMARK	FY2009-2010	DESTROY
900010128	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	AT&T	FY2009-2010	DESTROY
900010129	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	AT&T/MCI (VOL 1)	FY2009-2010	DESTROY
900012450	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	AU-YEUNG, MELISSA	FY2009-2010	DESTROY
900010134	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	AUTOMOBILE CLUB OF SOUTHERN CA	FY2009-2010	DESTROY
900011241	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	BALLARD, JAIME	FY2009-2010	DESTROY
900010135	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	BANK OF AMERICA VISA (VOL 1) JUL-DEC	FY2009-2010	DESTROY

Laguna Hills City Clerk

Destroy Date From 8/29/2018 To 8/29/2018
Orig. Dept ALL

Exhibit "A"
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Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900010137	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	BANK OF AMERICA VISA (VOL 2) JAN-JUN	FY2009-2010	DESTROY
900009973	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	BANK OF NEW YORK TRUST COMPANY	FY2009-2010	DESTROY
900010760	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	BARON, PATRICIA	FY2009-2010	DESTROY
900009974	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	BEE MAN, THE	FY2009-2010	DESTROY
900009976	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	BILL'S SOUND AND SECURITY	FY2009-2010	DESTROY
900009977	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	BRAME, DR MARILYN	FY2009-2010	DESTROY
900009978	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	C & D ELECTRIC	FY2009-2010	DESTROY
900011189	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CA CITY MANAGEMENT FOUNDATION	FY2009-2010	DESTROY
900012008	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIF. BUILDINGS STANDARDS COMMISSION	FY2009-2010	DESTROY
900010144	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIFORNIA OFFICE SYSTEMS	FY2009-2010	DESTROY
900009980	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIFORNIA PARK & RECREATION SOC	FY2009-2010	DESTROY
900009981	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIFORNIA SOC OF MUN FINANCE OFFICER	FY2009-2010	DESTROY
900009982	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIFORNIA WATERS	FY2009-2010	DESTROY
900009983	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CARL WARREN & COMPANY	FY2009-2010	DESTROY

Laguna Hills City Clerk

Exhibit "A"
Page 6 of 28Destroy Date From 8/29/2018 To 8/29/2018
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900012009	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CARLSEN, SANDY	FY2009-2010	DESTROY
900009984	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CDW GOVERNMENT, INC.	FY2009-2010	DESTROY
900009985	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CHAMBERS GROUP	FY2009-2010	DESTROY
900009986	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CHANNING, BRUCE	FY2009-2010	DESTROY
900009987	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CHEVRON	FY2009-2010	DESTROY
900010140	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CHRISTOPHERSON FIRE PROTECTION	FY2009-2010	DESTROY
900009988	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CITY CLERK'S ASSOC OF CALIFORNIA	FY2009-2010	DESTROY
900009989	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CITY OF, VARIOUS	FY2009-2010	DESTROY
900010141	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CLAIR, DENNIS	FY2009-2010	DESTROY
900010761	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CODE PUBLISHING COMPANY, INC	FY2009-2010	DESTROY
900010188	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	COMMERCIAL DOOR OF OC, INC.	FY2009-2010	DESTROY
900010199	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	COMPETITOR SC	FY2009-2010	DESTROY
900010848	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CONSOLIDATED REPROGRAPHICS	FY2009-2010	DESTROY
900009990	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	COUNTY OF ORANGE LAW - PARKING	FY2009-2010	DESTROY

Laguna Hills City Clerk

Exhibit "A"
Page 7 of 28Destroy Date From 8/29/2018 To 8/29/2018
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900009991	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	COUNTY OF ORANGE MISCELLANEOUS	FY2009-2010	DESTROY
900009992	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	COUNTY OF ORANGE ROAD	FY2009-2010	DESTROY
900009993	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	COUNTY OF ORANGE TRAFFIC SIGNAL	FY2009-2010	DESTROY
900010187	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	COUNTY OF ORANGE TRAFFIC SIGNAL VOL. 2	FY2009-2010	DESTROY
900012417	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CR&R SOLID WASTE DIVISION	FY2009-2010	DESTROY
900011160	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	CSI SURVEILLANCE SYSTEMS, INC	FY2009-2010	DESTROY
900009994	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	DATA TICKET	FY2009-2010	DESTROY
900010191	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	DAVE COOPER TROPHIES	FY2009-2010	DESTROY
900009995	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	DAWN MARIE'S SCHOOL OF DANCE	FY2009-2010	DESTROY
900009996	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	DECISION MANAGEMENT	FY2009-2010	DESTROY
900009997	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	DELL COMPUTER CORPORATION	FY2009-2010	DESTROY
900009999	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	DEPARTMENT OF CONSERVATION, CA	FY2009-2010	DESTROY
900009998	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	DIEHL EVANS & COMPANY	FY2009-2010	DESTROY
900010153	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	DISCOUNT WAREHOUSE OFFICE SUPPLIES	FY2009-2010	DESTROY

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Orig. Dept	ALL
100	100
200	200
300	300
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700	700
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9800	9800
9900	9900
10000	10000

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900010000	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	DMV	FY2009-2010	DESTROY
900010001	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	DOGGIE WALK BAGS	FY2009-2010	DESTROY
900012416	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ECHEVARRIA, LUCY	FY2009-2010	DESTROY
900010003	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ECONOMICS	FY2009-2010	DESTROY
900010005	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	EL TORO WATER DISTRICT UTILITIES	FY2009-2010	DESTROY
900010004	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ELKINS, CHRISTINA	FY2009-2010	DESTROY
900010172	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ENERGOV	FY2009-2010	DESTROY
900010145	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ERMAC	FY2009-2010	DESTROY
900010382	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	FAUBEL PUBLIC AFFAIRS	FY2009-2010	DESTROY
900010170	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	FEDERAL EXPRESS	FY2009-2010	DESTROY
900012895	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	FISCAL YEAR-END CLOSE A/P	FY2009-2010	DESTROY
900010006	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	FUN SERVICES	FY2009-2010	DESTROY
900010164	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	GARDA CL WEST, INC	FY2009-2010	DESTROY
900010007	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	GARZA, RICK	FY2009-2010	DESTROY

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Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900010008	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	GAS COMPANY	FY2009-2010	DESTROY
900011851	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	GOOLD, MARTIN DBA--CHRISTMAS LIGHTING CONCEPT	FY2009-2010	DESTROY
900010009	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	GORMAN, RON	FY2009-2010	DESTROY
900010010	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	GOVPARTNER	FY2009-2010	DESTROY
900010011	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	GOVT FINANCE OFFICERS ASSN	FY2009-2010	DESTROY
900012415	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	GRAHAM COMPANY	FY2009-2010	DESTROY
900010012	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	GRC ASSOCIATES, INC.	FY2009-2010	DESTROY
900010014	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	HANDS ON SCREEN PRINTING	FY2009-2010	DESTROY
900010143	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	HASLER	FY2009-2010	DESTROY
900010015	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	HDL COREN & CONE	FY2009-2010	DESTROY
900010016	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	HINDERLITER, DE LLAMAS & ASSOC	FY2009-2010	DESTROY
900010017	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	HOFFMAN VIDEO SYSTEMS	FY2009-2010	DESTROY
900010019	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	HOGLE-IRELAND, INC.	FY2009-2010	DESTROY
900010195	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	HOME DEPOT, THE	FY2009-2010	DESTROY

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Destroy Date	From	8/29/2018	To	8/29/2018
Orig. Dept	ALL			

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900010193	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	INT'L COUNCIL OF SHOPPING	FY2009-2010	DESTROY
900010029	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	INTEGRATED MEDIA SYSTEMS	FY2009-2010	DESTROY
900010031	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	IRON MOUNTAIN OFFSITE	FY2009-2010	DESTROY
900010033	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	IRV SEAEVER MOTORCYCLES	FY2009-2010	DESTROY
900010032	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	IRVINE RANCH WATER DISTRICT	FY2009-2010	DESTROY
900010600	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	JAMEY CLARK, INC.	FY2009-2010	DESTROY
900010160	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	JAVED, HUMZA	FY2009-2010	DESTROY
900010035	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	JOE A. GONSALVES & SON	FY2009-2010	DESTROY
900010036	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	JOHNS, PEGGY	FY2009-2010	DESTROY
900010037	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	JONES, VERN	FY2009-2010	DESTROY
900012448	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	K F STUDIOS	FY2009-2010	DESTROY
900010040	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	KEY EQUIPMENT FINANCE, INC	FY2009-2010	DESTROY
900010041	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	KNIGHT, ANGIE	FY2009-2010	DESTROY
900010042	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	KONICA MINOLTA BUSINESS SOLUTIONS - USA - CA	FY2009-2010	DESTROY

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Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900010043	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	LANCE, SOLL & LUNGWARD, LLP	FY2009-2010	DESTROY
900010045	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	LAUTENSCHLEGER, JOEL	FY2009-2010	DESTROY
900010801	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	LINDY OFFICE PRODUCTS	FY2009-2010	DESTROY
900010908	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	LUCY, CHRISTINA	FY2009-2010	DESTROY
900010158	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	LUCY, STEVEN	FY2009-2010	DESTROY
900011971	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	MAIN GRAPHICS	FY2009-2010	DESTROY
900010062	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	MARTIN & CHAPMAN CO.	FY2009-2010	DESTROY
900010049	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	MARTIN LOCK & SAFE CO.	FY2009-2010	DESTROY
900012411	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	MATHEWS, NICOLE	FY2009-2010	DESTROY
900010048	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	MCKINLEY ELEVATOR CORPORATION	FY2009-2010	DESTROY
900010802	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	MEDLOCK, GEORGE	FY2009-2010	DESTROY
900010052	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	MEEHAN, DAN	FY2009-2010	DESTROY
900011243	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	MERCURY DISPOSAL SYSTEM, INC	FY2009-2010	DESTROY
900010060	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	MIDTOWN PLUMBING, INC.	FY2009-2010	DESTROY

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Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900010068	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY REGISTER ADVERTISE	FY2009-2010	DESTROY
900010069	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY REGISTER SUBSCRIPT	FY2009-2010	DESTROY
900010070	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORKIN PEST CONTROL	FY2009-2010	DESTROY
900010091	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	OROS CONSULTING SERVICES, LLC	FY2009-2010	DESTROY
900010071	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	PACIFIC PARTY RENTAL	FY2009-2010	DESTROY
900010076	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	PACK, DWAYNE	FY2009-2010	DESTROY
900010072	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	PAPER RECYCLING SPECIALISTS	FY2009-2010	DESTROY
900011316	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	PLANETWIDE HOSTING& DESIGN	FY2009-2010	DESTROY
900010073	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	PLANNING DIRECTORS ASSN OF OC	FY2009-2010	DESTROY
900011158	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	PRICE, FRANK	FY2009-2010	DESTROY
900011159	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	PRICE, ROBIN	FY2009-2010	DESTROY
900010077	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	PROFORMA GRAPHICS & AD SPECIAL	FY2009-2010	DESTROY
900010078	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	QUEST DIAGNOSTICS	FY2009-2010	DESTROY
900010079	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	QUIKSILVER COURIER	FY2009-2010	DESTROY

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Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Thirld Line	Current Location
900010200	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	RACEPLACE MAGAZINE	FY2009-2010	DESTROY
900010082	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	RALPHS GROCERY STORE	FY2009-2010	DESTROY
900010083	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	RAM AIR ENGINEERING, INC.	FY2009-2010	DESTROY
900010084	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, COMMUNITY SERVICES PROGRAM	FY2009-2010	DESTROY
900010842	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, VEHICLE CITATIONS	FY2009-2010	DESTROY
900010085	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, COMMUNITY SVCS RENTAL DEP	FY2009-2010	DESTROY
900010086	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, COMMUNITY SVCS RENTAL FEE	FY2009-2010	DESTROY
900010174	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	RENEGADE RACING	FY2009-2010	DESTROY
900010090	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYES, JANICE FINANCE MGR-PETTY CASH	FY2009-2010	DESTROY
900010089	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYES, JANICE MATEO	FY2009-2010	DESTROY
900010087	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYNOLDS, DAVID	FY2009-2010	DESTROY
900010088	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYNOLDS, DAVID DEPUTY CITY MGR-PETTY CASH	FY2009-2010	DESTROY
900010157	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	RINTAMAKI, AARON	FY2009-2010	DESTROY
900010116	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	RITZ COMPANIES, THE	FY2009-2010	DESTROY

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Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900010092	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	ROSENFELD, KEN	FY2009-2010	DESTROY
900010804	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	RPW SERVICES, INC.	FY2009-2010	DESTROY
900010093	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SADDEBACK FAMILY & URGENT CARE	FY2009-2010	DESTROY
900010094	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SADDEBACK MEMORIAL HOSPITAL	FY2009-2010	DESTROY
900010095	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SADDEBACK VALLEY UNIFIED SD	FY2009-2010	DESTROY
900010161	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SAFECHECKS	FY2009-2010	DESTROY
900010096	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SALISBURY, ELENA	FY2009-2010	DESTROY
900010097	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SAN DIEGO GAS AND ELECTRIC	FY2009-2010	DESTROY
900012447	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SAN DIEGO GAS AND ELECTRIC VOL 2	FY2009-2010	DESTROY
900010098	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SAN JOAQUIN HILLS TRANS CORRIDOR	FY2009-2010	DESTROY
900010099	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SCHOOL SPECIALTY, INC.	FY2009-2010	DESTROY
900012903	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SCOTT, R. CRAIG	FY2009-2010	DESTROY
900010176	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SECURE LIVE SCAN	FY2009-2010	DESTROY
900010100	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SKYHAWK ACADEMY	FY2009-2010	DESTROY

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Destroy Date	From	To
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Orig. Dept	ALL
01 - AGRICULTURE	01 - AGRICULTURE
02 - ANIMALS AND HUMAN HEALTH	02 - ANIMALS AND HUMAN HEALTH
03 - ENVIRONMENTAL PROTECTION	03 - ENVIRONMENTAL PROTECTION
04 - ENERGY	04 - ENERGY
05 - SPACE AND AERONAUTICS	05 - SPACE AND AERONAUTICS
06 - TRANSPORTATION	06 - TRANSPORTATION
07 - CONSUMER AFFAIRS	07 - CONSUMER AFFAIRS
08 - COMMUNITY DEVELOPMENT	08 - COMMUNITY DEVELOPMENT
09 - EDUCATION	09 - EDUCATION
10 - EMPLOYMENT	10 - EMPLOYMENT
11 - FINANCE	11 - FINANCE
12 - FOOD AND NUTRITION	12 - FOOD AND NUTRITION
13 - HOUSING	13 - HOUSING
14 - LABOR RELATIONS	14 - LABOR RELATIONS
15 - LAW ENFORCEMENT	15 - LAW ENFORCEMENT
16 - LEGISLATION	16 - LEGISLATION
17 - LIBRARIES	17 - LIBRARIES
18 - MISCELLANEOUS	18 - MISCELLANEOUS
19 - NATIONAL DEFENSE	19 - NATIONAL DEFENSE
20 - NATURAL RESOURCES	20 - NATURAL RESOURCES
21 - PUBLIC SAFETY	21 - PUBLIC SAFETY
22 - RECREATION	22 - RECREATION
23 - SOCIAL WELFARE	23 - SOCIAL WELFARE
24 - SPECIAL SERVICES	24 - SPECIAL SERVICES
25 - STATE GOVERNMENTS	25 - STATE GOVERNMENTS
26 - U.S. DEPARTMENT OF JUSTICE	26 - U.S. DEPARTMENT OF JUSTICE
27 - U.S. DEPARTMENT OF THE INTERIOR	27 - U.S. DEPARTMENT OF THE INTERIOR
28 - U.S. DEPARTMENT OF THE ARMY	28 - U.S. DEPARTMENT OF THE ARMY
29 - U.S. DEPARTMENT OF THE NAVY	29 - U.S. DEPARTMENT OF THE NAVY
30 - U.S. DEPARTMENT OF THE AIR FORCE	30 - U.S. DEPARTMENT OF THE AIR FORCE
31 - U.S. DEPARTMENT OF AGRICULTURE	31 - U.S. DEPARTMENT OF AGRICULTURE
32 - U.S. DEPARTMENT OF COMMERCE	32 - U.S. DEPARTMENT OF COMMERCE
33 - U.S. DEPARTMENT OF EDUCATION	33 - U.S. DEPARTMENT OF EDUCATION
34 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES	34 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES
35 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	35 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
36 - U.S. DEPARTMENT OF LABOR	36 - U.S. DEPARTMENT OF LABOR
37 - U.S. DEPARTMENT OF JUSTICE	37 - U.S. DEPARTMENT OF JUSTICE
38 - U.S. DEPARTMENT OF THE INTERIOR	38 - U.S. DEPARTMENT OF THE INTERIOR
39 - U.S. DEPARTMENT OF THE ARMY	39 - U.S. DEPARTMENT OF THE ARMY
40 - U.S. DEPARTMENT OF THE NAVY	40 - U.S. DEPARTMENT OF THE NAVY
41 - U.S. DEPARTMENT OF THE AIR FORCE	41 - U.S. DEPARTMENT OF THE AIR FORCE
42 - U.S. DEPARTMENT OF AGRICULTURE	42 - U.S. DEPARTMENT OF AGRICULTURE
43 - U.S. DEPARTMENT OF COMMERCE	43 - U.S. DEPARTMENT OF COMMERCE
44 - U.S. DEPARTMENT OF EDUCATION	44 - U.S. DEPARTMENT OF EDUCATION
45 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES	45 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES
46 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	46 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
47 - U.S. DEPARTMENT OF LABOR	47 - U.S. DEPARTMENT OF LABOR
48 - U.S. DEPARTMENT OF JUSTICE	48 - U.S. DEPARTMENT OF JUSTICE
49 - U.S. DEPARTMENT OF THE INTERIOR	49 - U.S. DEPARTMENT OF THE INTERIOR
50 - U.S. DEPARTMENT OF THE ARMY	50 - U.S. DEPARTMENT OF THE ARMY
51 - U.S. DEPARTMENT OF THE NAVY	51 - U.S. DEPARTMENT OF THE NAVY
52 - U.S. DEPARTMENT OF THE AIR FORCE	52 - U.S. DEPARTMENT OF THE AIR FORCE
53 - U.S. DEPARTMENT OF AGRICULTURE	53 - U.S. DEPARTMENT OF AGRICULTURE
54 - U.S. DEPARTMENT OF COMMERCE	54 - U.S. DEPARTMENT OF COMMERCE
55 - U.S. DEPARTMENT OF EDUCATION	55 - U.S. DEPARTMENT OF EDUCATION
56 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES	56 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES
57 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	57 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
58 - U.S. DEPARTMENT OF LABOR	58 - U.S. DEPARTMENT OF LABOR
59 - U.S. DEPARTMENT OF JUSTICE	59 - U.S. DEPARTMENT OF JUSTICE
60 - U.S. DEPARTMENT OF THE INTERIOR	60 - U.S. DEPARTMENT OF THE INTERIOR
61 - U.S. DEPARTMENT OF THE ARMY	61 - U.S. DEPARTMENT OF THE ARMY
62 - U.S. DEPARTMENT OF THE NAVY	62 - U.S. DEPARTMENT OF THE NAVY
63 - U.S. DEPARTMENT OF THE AIR FORCE	63 - U.S. DEPARTMENT OF THE AIR FORCE
64 - U.S. DEPARTMENT OF AGRICULTURE	64 - U.S. DEPARTMENT OF AGRICULTURE
65 - U.S. DEPARTMENT OF COMMERCE	65 - U.S. DEPARTMENT OF COMMERCE
66 - U.S. DEPARTMENT OF EDUCATION	66 - U.S. DEPARTMENT OF EDUCATION
67 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES	67 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES
68 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	68 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
69 - U.S. DEPARTMENT OF LABOR	69 - U.S. DEPARTMENT OF LABOR
70 - U.S. DEPARTMENT OF JUSTICE	70 - U.S. DEPARTMENT OF JUSTICE
71 - U.S. DEPARTMENT OF THE INTERIOR	71 - U.S. DEPARTMENT OF THE INTERIOR
72 - U.S. DEPARTMENT OF THE ARMY	72 - U.S. DEPARTMENT OF THE ARMY
73 - U.S. DEPARTMENT OF THE NAVY	73 - U.S. DEPARTMENT OF THE NAVY
74 - U.S. DEPARTMENT OF THE AIR FORCE	74 - U.S. DEPARTMENT OF THE AIR FORCE
75 - U.S. DEPARTMENT OF AGRICULTURE	75 - U.S. DEPARTMENT OF AGRICULTURE
76 - U.S. DEPARTMENT OF COMMERCE	76 - U.S. DEPARTMENT OF COMMERCE
77 - U.S. DEPARTMENT OF EDUCATION	77 - U.S. DEPARTMENT OF EDUCATION
78 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES	78 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES
79 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	79 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
80 - U.S. DEPARTMENT OF LABOR	80 - U.S. DEPARTMENT OF LABOR
81 - U.S. DEPARTMENT OF JUSTICE	81 - U.S. DEPARTMENT OF JUSTICE
82 - U.S. DEPARTMENT OF THE INTERIOR	82 - U.S. DEPARTMENT OF THE INTERIOR
83 - U.S. DEPARTMENT OF THE ARMY	83 - U.S. DEPARTMENT OF THE ARMY
84 - U.S. DEPARTMENT OF THE NAVY	84 - U.S. DEPARTMENT OF THE NAVY
85 - U.S. DEPARTMENT OF THE AIR FORCE	85 - U.S. DEPARTMENT OF THE AIR FORCE
86 - U.S. DEPARTMENT OF AGRICULTURE	86 - U.S. DEPARTMENT OF AGRICULTURE
87 - U.S. DEPARTMENT OF COMMERCE	87 - U.S. DEPARTMENT OF COMMERCE
88 - U.S. DEPARTMENT OF EDUCATION	88 - U.S. DEPARTMENT OF EDUCATION
89 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES	89 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES
90 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	90 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
91 - U.S. DEPARTMENT OF LABOR	91 - U.S. DEPARTMENT OF LABOR
92 - U.S. DEPARTMENT OF JUSTICE	92 - U.S. DEPARTMENT OF JUSTICE
93 - U.S. DEPARTMENT OF THE INTERIOR	93 - U.S. DEPARTMENT OF THE INTERIOR
94 - U.S. DEPARTMENT OF THE ARMY	94 - U.S. DEPARTMENT OF THE ARMY
95 - U.S. DEPARTMENT OF THE NAVY	95 - U.S. DEPARTMENT OF THE NAVY
96 - U.S. DEPARTMENT OF THE AIR FORCE	96 - U.S. DEPARTMENT OF THE AIR FORCE
97 - U.S. DEPARTMENT OF AGRICULTURE	97 - U.S. DEPARTMENT OF AGRICULTURE
98 - U.S. DEPARTMENT OF COMMERCE	98 - U.S. DEPARTMENT OF COMMERCE
99 - U.S. DEPARTMENT OF EDUCATION	99 - U.S. DEPARTMENT OF EDUCATION
100 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES	100 - U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES
101 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	101 - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
102 - U.S. DEPARTMENT OF LABOR	102 - U.S. DEPARTMENT OF LABOR
103 - U.S. DEPARTMENT OF JUSTICE	103 - U.S. DEPARTMENT OF JUSTICE
104 - U.S. DEPARTMENT OF THE INTERIOR	104 - U.S. DEPARTMENT OF THE INTERIOR
105 - U	

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Thlrd Line	Current Location
900010101	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SMART & FINAL	FY2009-2010	DESTROY
900010102	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SONGSTAD, ALLAN	FY2009-2010	DESTROY
900010173	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTH COAST WATER DISTRICT	FY2009-2010	DESTROY
900010103	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTHERN CALIFORNIA ED UTILITIES	FY2009-2010 (VOL 1)	DESTROY
900010104	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTHERN CALIFORNIA ED UTILITIES	FY2009-2010 (VOL 2)	DESTROY
900010105	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTHERN CALIFORNIA ED UTILITIES	FY2009-2010 (VOL 3)	DESTROY
900012413	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SPORTS EQUIPMENT INSTALLATIONS	FY2009-2010	DESTROY
900010107	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	STADUM, CAROL	FY2009-2010	DESTROY
900010108	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	STANDARD TEL	FY2009-2010	DESTROY
900010109	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	STAPLETON, VIVIAN	FY2009-2010	DESTROY
900010110	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	STATE DEPARTMENT OF JUSTICE	FY2009-2010	DESTROY
900011162	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	STUDIO TWO BLACK DIAMOND	FY2009-2010	DESTROY
900010805	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SUNSET PROPERTY SERVICES	FY2009-2010	DESTROY
900011276	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	SYMQUEST SERVICES	FY2009-2010	DESTROY

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Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900010114	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	TAB PRODUCTS CO.	FY2009-2010	DESTROY
900010115	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	TARGET	FY2009-2010	DESTROY
900010117	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	TOMARK SPORTS, INC.	FY2009-2010	DESTROY
900010118	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	TRAUMA INTERVENTION PROGRAM	FY2009-2010	DESTROY
900010190	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	TURF STAR, INC.	FY2009-2010	DESTROY
900010554	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	TYGRIS VENDOR FINANCE, INC	FY2009-2010	DESTROY
900010177	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	U-HAUL	FY2009-2010	DESTROY
900010119	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	U.S. POSTAL SERVICE	FY2009-2010	DESTROY
900010120	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	VERIZON WIRELESS	FY2009-2010	DESTROY
900010179	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	WATKINS, CRAIG	FY2009-2010	DESTROY
900010124	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	WATKINS, GINA	FY2009-2010	DESTROY
900010906	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	WELLS FARGO FINANCIAL LEASING	FY2009-2010	DESTROY
900011853	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	WEST GROUP	FY2009-2010	DESTROY
900010125	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	WHITE, DON	FY2009-2010	DESTROY

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Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900011242	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	WINEKE, SHELLEY	FY2009-2010	DESTROY
900010127	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	XEROX CORPORATION	FY2009-2010	DESTROY
900011277	0300-15	8/29/2018	FINANCE	ACCOUNTS PAYABLE - VENDORS	YOUNG REMBRANDTS	FY2009-2010	DESTROY
900005564	0300-17	8/29/2018	FINANCE	BENEFITS-VENDORS	CSAC EXCESS INSURANCE AUTHORITY	FY2006-2007	DESTROY
900005682	0300-17	8/29/2018	FINANCE	BENEFITS-VENDORS	GUARDIAN	FY2006-2007	DESTROY
900005472	0300-17	8/29/2018	FINANCE	BENEFITS-VENDORS	NORTHWESTERN MUTUAL LIFE	FY2006-2007	DESTROY
900005473	0300-17	8/29/2018	FINANCE	BENEFITS-VENDORS	PACIFICARE HEALTH	FY2006-2007	DESTROY
900005957	0300-17	8/29/2018	FINANCE	BENEFITS-VENDORS	PARS	FY2006-2007	DESTROY
900005456	0300-17	8/29/2018	FINANCE	BENEFITS-VENDORS	REASSURE AMERICA LIFE INSURANCE	FY2006-2007	DESTROY
900005474	0300-17	8/29/2018	FINANCE	BENEFITS-VENDORS	STANDARD INSURANCE COMPANY	FY2006-2007	DESTROY
900005475	0300-17	8/29/2018	FINANCE	BENEFITS-VENDORS	STATE COMPENSATION INSUR FUND	FY2006-2007	DESTROY
900011339	0300-30	8/29/2018	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2009-2010 1ST QUARTER	DESTROY
900012640	0300-30	8/29/2018	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2009-2010 2ND QUARTER	DESTROY
900011006	0300-30	8/29/2018	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2009-2010 3RD QUARTER	DESTROY
900013863	0300-30	8/29/2018	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2009-2010 4TH QUARTER	DESTROY
900013146	0300-30	8/29/2018	FINANCE	WARRANT/CHECK REGISTERS	CHECK SIGNING RECORD	FY2009-2010	DESTROY
900007364	0320-30	8/29/2018	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	ACCOUNT ANALYSIS STMT - BOA	FY05/06 & FY06/07	DESTROY

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900007362	0320-30	8/29/2018	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY2006-2007 1ST & 2ND QUARTERS	DESTROY
900007363	0320-30	8/29/2018	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY2006-2007 3RD & 4TH QUARTERS	DESTROY
900007371	0320-30	8/29/2018	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH PARKING	FY2006-2007	DESTROY
900007369	0320-30	8/29/2018	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH PAYROLL ACCOUNT	FY2006-2007	DESTROY
900007365	0320-30	8/29/2018	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CREDIT CARD STMT - BOA MERCHANTS	FY05/06 & 06/07	DESTROY
900007367	0320-30	8/29/2018	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	NATIONS TRUST TRADE CONFIRMATION	FY2006-2007	DESTROY
900006132	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	CASHED CHECKS, GENERAL	BANK OF AMERICA 7710400-7710999	DESTROY
900006134	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	CASHED CHECKS, GENERAL	BANK OF AMERICA 7711000-7711999	DESTROY
900006136	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	CASHED CHECKS, GENERAL	BANK OF AMERICA 7712000-7712999	DESTROY
900005680	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	CASHED CHECKS, PAYROLL	BANK OF AMERICA 18000-18999	DESTROY
900007226	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	CASHED CHECKS, PAYROLL	BANK OF AMERICA 19000-19999	DESTROY
900005841	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	NUMERIC	7711500-7711999 2007	DESTROY
900009569	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	NUMERIC	7712000-7712499 2007	DESTROY
900007193	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	NUMERIC	7712500-7712999 2007	DESTROY
900007206	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	NUMERIC	7713000-7713499 2007	DESTROY
900005842	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	PAYROLL	18641-19140 2007	DESTROY
900006347	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	PAYROLL	19141-19640 2007	DESTROY

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Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900007138	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	PAYROLL	19641-20140 2007	DESTROY
900007315	0320-40	8/29/2018	FINANCE	ISSUED CHECKS	PAYROLL	20141-20640 2007	DESTROY
900014404	0320-43	8/29/2018	FINANCE	DEPOSIT SLIPS	BANK OF AMERICA	2004	DESTROY
900014401	0320-43	8/29/2018	FINANCE	DEPOSIT SLIPS	BANK OF AMERICA	2007	DESTROY
900006130	0320-49	8/29/2018	FINANCE	ARMORED TRANSPORT RECEIPTS	BANK OF AMERICA	2006-2007	DESTROY
900006259	0330-25	8/29/2018	ADMINISTRATION	BUDGET REQUESTS, EXTERNAL	2007-2009		DESTROY
900012409	0330-25	8/29/2018	ADMINISTRATION	BUDGET REQUESTS, EXTERNAL	2010-2012		DESTROY
900016233	0350-20	8/29/2018	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 1993/94	DESTROY
900016234	0350-20	8/29/2018	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 1994/95	DESTROY
900016235	0350-20	8/29/2018	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 1995/96	DESTROY
900016236	0350-20	8/29/2018	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 1996/97	DESTROY
900016237	0350-20	8/29/2018	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 1997/98	DESTROY
900016238	0350-20	8/29/2018	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 1998/99	DESTROY
900007849	0360-30	8/29/2018	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2008 JAN - JUN	DESTROY
900007850	0360-30	8/29/2018	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2008 JUL - DEC	DESTROY
900009624	0370-60	8/29/2018	ADMINISTRATION	VENDOR LISTS/BROCHURES	FLAGS/BANNERS	2009-2010	DESTROY
900008087	0370-60	8/29/2018	ADMINISTRATION	VENDOR LISTS/BROCHURES	GENERAL	2008-2009	DESTROY

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Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900012817	0370-60	8/29/2018	ADMINISTRATION	VENDOR LISTS/BROCHURES	GENERAL	2010-2011	DESTROY
900009037	0370-60	8/29/2018	ADMINISTRATION	VENDOR LISTS/BROCHURES	OFFICE MACHINES	2008-2009	DESTROY
900006445	0370-60	8/29/2018	ADMINISTRATION	VENDOR LISTS/BROCHURES	PRINTING	2007-2009	DESTROY
900000816	0390-15	8/29/2018	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY2003-2004 1ST & 2ND QUARTERS	DESTROY
900003453	0390-15	8/29/2018	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY2004-2005 1ST - 4TH QUARTERS	DESTROY
900005223	0390-15	8/29/2018	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY2005-2006 1ST - 4TH QUARTERS	DESTROY
900008637	0390-15	8/29/2018	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY2006-2007 1ST - 4TH QUARTERS	DESTROY
900009676	0390-15	8/29/2018	FINANCE	ACCOUNTS RECEIVABLE	SALES TAX-HDL 1ST QUARTER 2007 06/20/2007		DESTROY
900009417	0390-15	8/29/2018	FINANCE	ACCOUNTS RECEIVABLE	SALES TAX-SBOE LOCAL REVENUE ALLOCATION DATA 07/15/2006 - 07/13/2007		DESTROY
900010393	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2009-2010 1ST QTR DRAWER 02	DESTROY
900010726	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2009-2010 2ND QTR DRAWER 02	DESTROY
900011107	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2009-2010 3RD QTR DRAWER 02	DESTROY
900011574	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2009-2010 4TH QTR DRAWER 02	DESTROY
900013164	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2009-2010 QTRS 1-4 DRAWER 03	DESTROY

3.5.b

Attachment: Exhibit A (1660 : Destruction of Records)

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900012621	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2009-2010 YEAR-END	DESTROY
900013161	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2009-2010 YEAR-END DRAWER 3	DESTROY
900011270	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 APRIL CASH DRAWER 02	DESTROY
900011271	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 APRIL CASH DRAWER 03	DESTROY
900010625	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 AUG CASH DRAWER 02	DESTROY
900010626	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 AUG CASH DRAWER 03	DESTROY
900010633	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 DEC CASH DRAWER 02	DESTROY
900010634	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 DEC CASH DRAWER 03	DESTROY
900011266	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 FEB CASH DRAWER 02	DESTROY
900011267	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 FEB CASH DRAWER 03	DESTROY
900011264	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 JAN CASH DRAWER 02	DESTROY
900011265	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 JAN CASH DRAWER 03	DESTROY
900010623	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 JUL CASH DRAWER 02	DESTROY
900010624	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 JUL CASH DRAWER 03	DESTROY
900011274	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 JUNE CASH DRAWER 02	DESTROY

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900011275	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 JUNE CASH DRAWER 03	DESTROY
900011268	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 MARCH CASH DRAWER 02	DESTROY
900011269	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 MARCH CASH DRAWER 03	DESTROY
900011272	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 MAY CASH DRAWER 02	DESTROY
900011273	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 MAY CASH DRAWER 03	DESTROY
900010631	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 NOV CASH DRAWER 02	DESTROY
900010632	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 NOV CASH DRAWER 03	DESTROY
900010629	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 OCT CASH DRAWER 02	DESTROY
900010630	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 OCT CASH DRAWER 03	DESTROY
900010627	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 SEPT CASH DRAWER 02	DESTROY
900010628	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2009-2010 SEPT CASH DRAWER 03	DESTROY
900010390	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2009-2010 1ST QTR	DESTROY
900010725	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2009-2010 2ND QTR	ARCHIVES
900011108	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2009-2010 3RD QTR	DESTROY
900011575	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2009-2010 4TH QTR	DESTROY
900010392	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2009-2010 1ST QTR	DESTROY
900010724	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2009-2010 2ND QTR	DESTROY

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Destroy Date	From	To
Orig. Dept	ALL	

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900011109	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2009-2010 3RD QTR	DESTROY
900011576	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2009-2010 4TH QTR	DESTROY
900013166	0390-60	8/29/2018	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2009-2010 CASH DRAWER 03	DESTROY
900012612	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	4TH OF JULY 31068	FY2009-2010	DESTROY
900012578	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	ACCOUNTS RECEIVABLE 120	FY2009-2010	DESTROY
900012609	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	ACCT REC - REC FEES 12003	FY2009-2010	DESTROY
900012862	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	ADMIN TRAVEL 10511	FY2009-2010	DESTROY
900011571	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 APRIL	DESTROY
900010502	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 AUGUST	DESTROY
900010910	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 DECEMBER	DESTROY
900011200	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 FEBRUARY	DESTROY
900011110	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 JANUARY	DESTROY
900010391	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 JULY	DESTROY
900012631	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 JUNE	DESTROY
900011291	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 MARCH	DESTROY
900012083	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 MAY	DESTROY
900010815	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 NOVEMBER	DESTROY
900010727	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 OCTOBER	DESTROY
900010619	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2009-2010 SEPTEMBER	DESTROY
900012583	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	C & D DEPOSITS	FY2009-2010	DESTROY
900012603	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	COURT FINES 46100	FY2009-2010	DESTROY
900012593	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	DELQ TAX SALE TEETER PLAN 40700	FY2009-2010	DESTROY
900012602	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	DUE FROM OTHER GOVS 152	FY2009-2010	DESTROY

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Exhibit "A"
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Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900012601	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	DUE TO OTHER FUNDS 00250	FY2009-2010	DESTROY
900012741	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	ENCROACHMENT DEPOSITS 22445	FY2009-2010	DESTROY
900012740	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	ENGINEERING DEPOSITS 22444	FY2009-2010	DESTROY
900012570	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	ENGINEERING FEES	FY2009-2010	DESTROY
900012576	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	ENGINEERING TRUST ACCOUNTS	FY2009-2010	DESTROY
900011573	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 APRIL	DESTROY
900010503	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 AUGUST	DESTROY
900010911	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 DECEMBER	DESTROY
900011201	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 FEBRUARY	DESTROY
900011111	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 JANUARY	DESTROY
900010394	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 JULY	DESTROY
900012632	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 JUNE	DESTROY
900011293	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 MARCH	DESTROY
900012085	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 MAY	DESTROY
900010816	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 NOVEMBER	DESTROY
900010728	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 OCTOBER	DESTROY
900010618	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2009-2010 SEPTEMBER	DESTROY
900012610	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FEES - 4TH OF JULY 45120	FY2009-2010	DESTROY
900012577	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FIRE FEES	FY2009-2010	DESTROY
900012600	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE CABLE 43000	FY2009-2010	DESTROY
900012599	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE SDG&E 43100	FY2009-2010	DESTROY
900012623	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE SO CAL GAS 43300	FY2009-2010	DESTROY
900012566	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE WASTE 434	FY2009-2010	DESTROY
900012595	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	IN-LIEU SALES TAX 41001	FY2009-2010	DESTROY

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Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900012575	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED SUPP ROLL 40020	FY2009-2010	DESTROY
900012588	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX UNSECURED CURRENT 40100	FY2009-2010	DESTROY
900010256	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	REAL PROPERTY TRANSFER TAX 40400	FY2008-2009	DESTROY
900012591	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	REAL PROPERTY TRANSFER TAX 40400	FY2009-2010	DESTROY
900012596	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECEIPTS, GENERAL	FY2009-2010	DESTROY
900011572	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 APRIL	DESTROY
900010504	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 AUGUST	DESTROY
900010912	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 DECEMBER	DESTROY
900011202	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 FEBRUARY	DESTROY
900011112	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 JANUARY	DESTROY
900010395	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 JULY	DESTROY
900012633	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 JUNE	DESTROY
900011292	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 MARCH	DESTROY
900012086	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 MAY	DESTROY
900010817	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 NOVEMBER	DESTROY
900010729	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 OCTOBER	DESTROY
900010616	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2009-2010 SEPTEMBER	DESTROY
900012567	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RENTAL FEES 45501	FY2009-2010	DESTROY
900012568	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	RENTAL FEES 45502	FY2009-2010	DESTROY
900008756	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	SAAV	FY2007-2008	DESTROY
900012604	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	SAAV 46200	FY2009-2010	DESTROY

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Destroy Date	From	To
	8/29/2018	8/29/2018

Orig. Dept	ALL
01 - AGRICULTURE	01 - AGRICULTURE
02 - ANIMALS AND HUMAN HEALTH	02 - ANIMALS AND HUMAN HEALTH
03 - ENVIRONMENTAL PROTECTION	03 - ENVIRONMENTAL PROTECTION
04 - ENERGY	04 - ENERGY
05 - TRANSPORTATION	05 - TRANSPORTATION
06 - COMMUNICATIONS	06 - COMMUNICATIONS
07 - CONSUMER AFFAIRS	07 - CONSUMER AFFAIRS
08 - LABOR RELATIONS	08 - LABOR RELATIONS
09 - EDUCATION	09 - EDUCATION
10 - RECREATION	10 - RECREATION
11 - CULTURAL AFFAIRS	11 - CULTURAL AFFAIRS
12 - HISTORICAL MONUMENTS	12 - HISTORICAL MONUMENTS
13 - LAND MANAGEMENT	13 - LAND MANAGEMENT
14 - NATURAL RESOURCES	14 - NATURAL RESOURCES
15 - PUBLIC SAFETY	15 - PUBLIC SAFETY
16 - SOCIAL SERVICES	16 - SOCIAL SERVICES
17 - SPECIAL INVESTIGATIONS	17 - SPECIAL INVESTIGATIONS
18 - MISCELLANEOUS	18 - MISCELLANEOUS

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900012594	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	SALES & USE TAX 41000	FY2009-2010	DESTROY
900012592	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	SEC PY PENALTIES 40310	FY2009-2010	DESTROY
900012584	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	SWIMMING POOL BONDS	FY2009-2010	DESTROY
900012564	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	TAXES RECVBLE 00110	FY2009-2010	DESTROY
900012861	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	TEEN PROGRAMS 31066	FY2009-2010	DESTROY
900012866	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	TELEPHONE & COM	FY2009-2010	DESTROY
900012605	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	TRAFFIC PERMIT 44303	FY2009-2010	DESTROY
900003219	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	TRANS OCCUPANCY TAX	FY2004-2005	DESTROY
900005144	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	TRANS OCCUPANCY TAX	FY2005-2006	DESTROY
900005081	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	TRANS OCCUPANCY TAX	FY2006-2007	DESTROY
900012608	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	TRUST DEP EDISON 22961	FY2009-2010	DESTROY
900012606	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	TRUST DEPOSIT ETWD 22911	FY2009-2010	DESTROY
900012607	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	TRUST DEPOSIT MNWD 22931	FY2009-2010	DESTROY
900010401	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	UTILITY 32063	FY2008-2009	DESTROY
900012569	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	VEHICLE CODE FINES 460	FY2009-2010	DESTROY
900012868	0390-65	8/29/2018	FINANCE	RECEIPTS, GENERAL	VLF PROPERTY TAX 40600	FY2009-2010	DESTROY

Record Count 427



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Second Reading & Adoption of Proposed Ordinance Amending and Restating Chapter 5-48 (Construction and Demolition Waste Recycling Program) of the Laguna Hills Municipal Code Relating to the City's Construction and Demolition Waste Recycling Program.

RECOMMENDATION: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Amending and Restating Chapter 5-48 (Construction and Demolition Waste Recycling Program) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code Relating to the City's Construction and Demolition Waste Recycling Program."

SUMMARY:

The proposed Ordinance will amend and restate Chapter 5-48 (Construction and Demolition Waste Recycling Program) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code. Specifically, the proposed Ordinance will incorporate the California Green Buildings Standards Code (CALGreen), 2016 edition, with its new provisions to increase the minimum C&D Diversion requirement from 50% to 65% and to require all projects that generate C&D materials to be defined as a "Covered Project" within the program and thereby required to recycle this material.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 4-0-0 (Mayor Carruth absent). It is in order to adopt the Ordinance.

Second Reading & Adoption of C&D Ordinance

August 28, 2018

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ATTACHMENTS:

- Proposed Ordinance
- July 10, 2018 Introduction to Ordinance Staff Report and Attachments - LHMC Chapter 5-48

ORDINANCE NO. 2018-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5-48 (CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO THE CITY'S CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM.

WHEREAS, the California Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) requires the City of Laguna Hills to prepare, adopt and implement source reduction and recycling plans to reach landfill diversion goals, and is required to make substantial reductions in the volume of waste materials going to landfills, or face fines up to \$10,000 per day; and

WHEREAS, the City Council of Laguna Hills adopted Ordinance No. 2003-9 on September 23, 2003, establishing the City of Laguna Hills' Construction and Demolition Waste Recycling Program; and

WHEREAS, the California Green Building Standards Code (Part 11 of Title 24, California Code of Regulations) known as CALGreen became mandatory on January 1, 2011, concurrent with other parts of the 2010 California Building Standards Code (Title 24) and mandated 50% diversion of construction and demolition material; and

WHEREAS, every three years the California Building Standards Commission adopts new and/or updated standard construction codes;

WHEREAS, the 2016 CALGreen went into effect on January 1, 2017, and increased the construction and demolition material diversion requirement to 65% for the majority of demolition and construction projects; and

WHEREAS, the City Council adopts this ordinance to update its Construction and Demolition Waste Recycling Program to comply with CALGreen requirements.

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

SECTION 1. Chapter 5-48 of Title 5 of the Laguna Hills Municipal Code (Construction and Demolition Waste Recycling Program) is hereby amended and restated in its entirety to read as follows:

Chapter 5-48

CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM

Sections:

- 5-48.010 Declaration of purpose.
- 5-48.020 Definitions.
- 5-48.030 Designated recyclable and reusable materials.
- 5-48.040 Minimum Construction and Demolition Waste diversion requirements.
- 5-48.050 Covered Projects.
- 5-48.055 Universal Waste Disposal
- 5-48.060 Security deposit and Waste Reduction and Recycling Plan required.
- 5-48.070 Exemptions.
- 5-48.080 Refund of security deposit.
- 5-48.090 Forfeiture of security deposit.
- 5-48.100 Use of security deposits.
- 5-48.110 Diversion of waste.
- 5-48.120 Certified recycling facilities.
- 5-48.130 Application fee.
- 5-48.140 Reporting.
- 5-48.150 Appeal.
- 5-48.160 Violations.

5-48.010 Declaration of purpose.

The purpose of this chapter is to promote the recycling of Construction and Demolition Waste to reduce the amount of such material that is landfilled, to protect the public health, safety, and welfare, and to assist the City in meeting State of California mandated Construction and Demolition Waste diversion requirements.

5-48.020 Definitions.

“Applicant” means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permits to undertake any construction, demolition, or renovation project within the city.

“C&D Compliance Official” means the person designated by the City Manager who is authorized and responsible for implementing this chapter.

“Construction” means the building, rehabilitation, remodeling, renovation or repair of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

“Construction and Demolition Waste” means used or discarded materials which results from the Construction or Demolition of any facility or structure and which is removed from the premises during the Construction or Demolition.

“Construction and Demolition Waste Recycling and Disposal Report Summary” means a completed form submitted by an Applicant for any Covered Project approved by the city documenting the Applicant’s compliance with the requirements of this chapter. The form is submitted after completion of demolition and/or construction of a project.

“Covered Project” has the meaning set forth in Section 5-48.050(A).

“Demolition” means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

“Diversion Requirement” means the percentage of Construction and Demolition Waste for each Demolition and/or Construction Project that must be diverted from landfills.

“Divert” means to use material for any purpose other than disposal in a landfill or a transformation facility.

“Project” means any activity that requires an application for a building or demolition permit or any similar permit from the city.

“Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Universal Waste” are any of the hazardous wastes that are listed in section 66261.9 of Article 1, Chapter 11, Division 4.5 of Title 22 of the California Code of Regulations, which includes electronic devices, batteries, electric lamps, fluorescent tubes and bulbs, high intensity discharge lamps, sodium vapor lamps and lamps that contain added mercury, mercury-containing equipment, CRT, CRT glass, and non-empty aerosol cans.

“Waste Reduction and Recycling Plan” means a completed form submitted by an Applicant for any Covered Project approved by the city to manage compliance with this chapter. The form is submitted when applying for a demolition or construction permit.

5-48.030 Designated recyclable and reusable materials.

Designated recyclable and reusable materials means all Construction or Demolition material that fits within any of the following categories:

- A. Masonry building materials including all products generally used in construction including, but not limited to asphalt, concrete, rock, stone, and brick.
- B. Wood materials including all dimensional lumber, fencing, or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated, or painted.
- C. Vegetable materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site for construction or other use.
- D. Metals including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames, and fences.
- E. Roofing materials including wood shingles as well as asphalt, stone, and slate based roofing material.
- F. Salvageable materials includes all salvageable materials and structures including, but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs, and appliances.
- G. Any other construction or demolition debris that is non-hazardous and available for recycling or reuse.

5-48.040 Minimum Construction and Demolition Waste Diversion requirements.

- A. All Covered Projects shall reuse, recycle, or Divert the minimum percentage amount of designated recyclable and reusable materials as set forth by State law and regulations. The 2016 CALGreen (Part 11 of Title 24, California Code of Regulations) requires a minimum diversion of 65%, which is expected to increase to 75% for the 2019 edition that will be applicable in 2020.
- B. Every person engaging in any Construction or Demolition in connection with a Covered Project shall comply with the requirements of this chapter.

5-48.050 Covered Projects.

A. All construction, demolition, addition, alteration, and remodel Projects that generate Construction and Demolition Waste within the city requiring a permit are required to divert the minimum percentage amount of designated recyclable and reusable materials from landfills. Concurrent permits at the same site are considered “one” Project for the purposes of this chapter.

B. Documentation and diversion requirements for city-sponsored Construction and Demolition Projects shall be included in the Project contract with the city. These Projects shall only be considered Covered Projects if the city identifies them as such on a project-by-project basis. Typically, a city sponsored Project would only be designated as a Covered Project if the city's Project contractor does not contract for solid waste handling services with the city's authorized franchise waste hauler.

5-48.055 Universal Waste Disposal.

Universal Waste (such as batteries, electronic waste, electronic lamps, cathode ray tubes/glass, non-empty aerosol cans) shall be diverted from landfills and disposed of in accordance with State laws and regulations.

5-48.060 Security Deposit and Waste Reduction and Recycling Plan required.

A. Except as otherwise specified in this chapter, each Applicant who applies for a building or an encroachment permit for a Covered Project shall submit a Waste Reduction and Recycling Plan as prescribed by the C&D Compliance Official. No building permit, encroachment permit, or an exemption is issued for Covered Projects unless a Waste Reduction and Recycling Plan has been approved by the C&D Compliance Official.

B. Except as otherwise specified in this chapter, each Applicant who applies for a building or an encroachment permit for a Covered Project, shall remit a security deposit in the amount established by resolution of the City Council. The security deposit is remitted at the same time the permit application is filed, and is in the form of cash or cash equivalent such as a cashier's check or credit card payment to the city.

5-48.070 Exemptions.

Neither a Waste Reduction and Recycling Plan nor a security deposit is required for the following:

A. Work for which only a plumbing permit, only an electrical, or only a mechanical permit is required.

B. Seismic tie-down projects.

- C. Installation of pre-fabricated patio enclosures and covers where no foundation or other structural building modifications are required.
- D. Installation of pre-fabricated accessories such as signs or antennas where no structural building modifications are required.
- E. Other work that the C&D Compliance Official determines will not produce Construction or Demolition Waste.
- F. City-sponsored projects.

An Applicant may file with the C&D Compliance Official an application for exemption which shall include the grounds for an exemption. The C&D Compliance Official shall determine if the exemption complies with this section.

5-48.080 Refund of security deposit.

- A. The C&D Compliance Official may authorize the refund of any security deposit, which was erroneously paid or collected.
- B. The C&D Compliance Official may authorize the refund of any security deposit when the building permit application is withdrawn or cancelled before any work has begun.
- C. The C&D Compliance Official may authorize the refund of a security deposit when the Applicant has satisfactorily submitted the Construction and Demolition Waste Recycling and Disposal Report Summary as identified in Section 5-48.140, and at least the minimum diversion requirement is met.
- D. If the C&D Compliance Official determines that the diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the Applicant has made a good faith effort to comply with this chapter. The C&D Compliance Official may authorize a partial refund of a security deposit when less than the minimum diversion requirement is met. The partial refund shall not exceed that portion of the security deposit that is in the same ratio as the demonstrated amount of diverted waste.

5-48.090 Forfeiture of security deposit.

Applicants shall forfeit the security deposit to the city under the following circumstances:

- A. If the C&D Compliance Official determines that the Applicant has not made a good faith effort to comply with this chapter.
- B. If the applicant fails to submit the documentation required by Section 5-48.060 and 5-48.140 within the required time period.

C. Upon sixty (60) days after a permit's expiration date.

5-48.100 Use of security deposits.

Moneys received by the city as security deposits are used only for:

- A. Payment of security deposit refunds;
- B. Administrative costs of the program established by this chapter not covered by the application fee;
- C. Programs to Divert from landfill disposal the waste from Construction, Demolition, and alteration Projects, and other recycling programs; and
- D. Programs whose purpose is to develop or improve the infrastructure needed to Divert from landfill disposal the waste from Construction, Demolition, and alteration projects, and other recycling programs.

5-48.110 Diversion of waste.

For the purposes of this chapter, "diverted" or "diversion" means a reduction of the amount of waste being disposed in landfills by any of the following methods:

- A. Use of new construction methods, as approved by the C&D Compliance Official, that reduce the amount of waste generated.
- B. On-site re-use of the waste.
- C. Delivery of the waste from the site to a certified recycling facility.
- D. Other methods as approved by the C&D Compliance Official.
- E. All of the waste diversion methods which may qualify for a refund of a security deposit are subject to the reasonable conditions specified by the C&D Compliance Official.

5-48.120 Certified recycling facilities.

For the purposes of this chapter, a certified recycling facility means a recycling, composting, materials recovery, or re-use facility which (a) has obtained all applicable federal, state, and local permits; (b) is in full compliance with all applicable regulations; and (c) Diverts from landfill disposal the minimum percentage established in this chapter of all incoming waste from Construction and Demolition activities. The C&D Compliance Official may maintain a list of certified recycling facilities. Any facilities not included in the list maintained by the C&D Compliance Official shall first be approved by the C&D

Compliance Official before being accepted as a certified recycling facility for purposes of compliance with the requirements of this chapter.

5-48.130 Application fee.

As a part of any application for, and prior to the issuance of, any building or demolition permit that involves the creation of Construction or Demolition material, every Applicant for Covered Projects, unless exempt, shall pay to the city a cash fee sufficient to compensate the city for all expenses incurred in reviewing the Waste Reduction and Recycling Plan and reviewing performance of the plan. The amount of this fee shall be established by resolution of the City Council.

5-48.140 Reporting.

A. Demolition Projects. Within sixty (60) days following the completion of Demolition of a Covered Project, the Applicant shall, as a condition precedent to release of the security deposit, submit documentation to the C&D Compliance Official reporting on compliance with the diversion requirements of this chapter. The documentation shall consist of a final completed Construction and Demolition Waste Recycling and Disposal Report Summary showing actual data of tonnage of materials recycled and diverted, supported by originals or certified photocopies of receipts and weight tags or other records of measurement from certified recycling facilities, recycling companies or contractors and/or landfill and disposal companies. Receipts and weight tags will be used to verify whether materials generated from the Project have been Diverted or are to be recycled, reused, salvaged, or otherwise disposed of.

B. Construction Projects. Within sixty (60) days following the completion of Construction of a Covered Project, the Applicant shall, as a condition precedent to release of the security deposit, submit documentation to the C&D Compliance Official reporting on compliance with the diversion requirements of this chapter. The documentation shall consist of a final completed Construction and Demolition Waste Recycling and Disposal Report Summary showing actual data of tonnage of materials recycled and diverted, supported by originals or certified photocopies of receipts and weight tags or other records of measurement from certified recycling facilities, recycling companies or contractors and/or landfill and disposal companies. Receipts and weight tags will be used to verify whether materials generated from the Project have been Diverted or are to be recycled, reused, salvaged, or otherwise disposed of.

C. Demolition and Construction Projects. If a project involves both Demolition and Construction, the report and documentation for the Demolition Project must be submitted to, and approved by, the C&D Compliance Official before issuance of a building permit for the Construction Project. If the Applicant has not met the diversion requirement for Demolition, the C&D Compliance Official may, in addition to other remedies set forth in

this chapter, require a higher percentage of diversion for Construction than that established by State law or regulation, provided that the higher percentage for Construction is no higher than the amount necessary to cover the shortfall in diversion from Demolition. In the alternative, the Applicant may submit a letter certifying that no designated recyclable or reusable materials were generated from the Project. In which case, the certification shall be subject to verification by the C&D Compliance Official.

5-48.150 Appeal.

Notwithstanding any provision of this Code to the contrary, an Applicant may appeal to the City Manager any decision of the C&D Compliance Official under this chapter. Notice of appeal from the decision of the C&D Compliance Official must be filed in writing with the City Manager's Office within ten (10) calendar days of the date of the decision being appealed. The notice of appeal shall set forth in concise language that particular decision or decisions complained of and the reason why the person feels aggrieved thereby. Failure to file a written notice of appeal within the time prescribed herein constitutes a waiver of any objection to the decision(s) of the C&D Compliance Official and such decision(s) shall be final; otherwise the decision of the City Manager is final. The City Council may establish an application fee by resolution to defray the costs of processing appeals.

5-48.160 Violations.

In addition to the forfeiture of the security deposit per section 5-48.090 of this chapter, violations of this chapter are punishable per Chapter 1-32 of this code.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or a portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 28th day of August 2018.

MELODY CARRUTH, 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 Ordinance No. 2018-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 10th day of July 2018, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 28th day of August 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Ordinance (1639 : Second Reading & Adoption of C&D Ordinance)

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2018-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5-48 (CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO THE CITY'S CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM

on the 26th day of July 2018, was published in summary in the Saddleback Valley News, and on the XX day of XX 2018, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 13th day of July 2018, and the X day of XX 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Proposed Ordinance (1639 : Second Reading & Adoption of C&D Ordinance)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

ISSUE: Proposed Ordinance Amending and Restating Chapter 5-48 (Construction and Demolition Waste Recycling Program) of the Laguna Hills Municipal Code Relating to the City's Construction and Demolition Waste Recycling Program.

RECOMMENDATION: That the City Council introduce for first reading, read by title only, and waive further reading, an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Amending and Restating Chapter 5-48 (Construction and Demolition Waste Program) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code Relating to the City's Construction and Demolition Waste Recycling Program."

SUMMARY:

The City of Laguna Hills established its Construction and Demolition (C&D) Waste Recycling Program with the adoption of an Ordinance in 2003. The program assists the Community Development Department in requiring projects that generate C&D debris to recycle this material. C&D waste can be a significant amount of a local jurisdiction's collective waste generation due to its weight and volume; and consequently, its diversion from landfills is critical. The City of Laguna Hills is required by the State to divert material from landfills. California Green Building Standards Code (CALGreen), edition 2016, with its new provisions, necessitates an update to Chapter 5-48 "Construction and Demolition Waste Recycling Program" in the Laguna Hills Municipal Code (LHMC). One change that needs to be made, for example, is the increase of the minimum C&D diversion requirement from 50% to 65%. Another, is to require all

projects that generate C&D material to be defined as a “Covered Project” within the program and thereby required to recycle this material. Staff recommends the adoption of the attached revised Ordinance. A redlined version of the Ordinance is also attached for the City Council’s review.

BACKGROUND:

The City first established its Construction and Demolition (C&D) Waste Recycling Program in 2003, when the City Council adopted Ordinance 2003-9. Ordinance 2003-9 introduced Chapter 5-48 “Construction and Demolition Waste Recycling Program” (C&D Ordinance) to the Laguna Hills Municipal Code (LHMC). The adoption of such an Ordinance was a State requirement for local jurisdictions back then, and C&D waste can be a significant portion of a jurisdiction’s waste stream. Consequently, diverting it from landfills can assist local jurisdictions in achieving and maintaining its diversion goals as mandated by the State.¹

As reported to the State in the City’s Electronic Annual Report (EAR), an account of the City’s C&D waste activity for calendar year 2016 illustrates the significance of the C&D waste stream and its potential impact on a local jurisdiction’s diversion efforts. For instance, as the City’s franchised waste hauler, CR&R diverted a total of 2,797 tons of source-separated and commingled C&D material collected in 3-cubic yard clean-up bins and roll-off boxes. CR&R is required to process all C&D material that it collects at a C&D waste processing facility per the City’s franchise agreement. Considering all City-wide C&D waste generation activities for 2016, including CR&R’s collection service, independent self-haul and onsite project reuse efforts, the total C&D waste diversion tonnage was an astounding 38,304 tons in 2016². The majority of this tonnage, however, was the 33,250 tons of concrete material that was crushed and re-used on site at the Five Lagunas project. For comparative purposes, CR&R collected a total of 35,008 tons of waste from all residential and commercial accounts in the City during calendar year 2016—17,885 tons of which were diverted from landfills.

Changes to the California Green Building Standards Code (CALGreen) prompted staff’s review of and edits to the C&D Ordinance. One of the changes was the increase of the C&D diversion requirement from 50% to 65% in 2017. This should be reflected in the C&D Ordinance. It is anticipated that the C&D diversion percentage will increase to 75%

¹ AB 939 established a statewide goal to divert 50% from landfills. AB 341, chaptered in 2011, increased this statewide diversion goal to 75% by year 2020.

² The 38,304 C&D tons reported in the 2016 EAR includes the City’s SRRE program tonnage of 4040-SP-SCM (Scrap Metal), 4050-SP-WDW (Wood Waste), and 4060-SP-CAR (Concrete/Asphalt/Rubble). Not all self-haul loads of C&D material is represented in this tonnage figure.

C&D Recycling Program

July 10, 2018

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in the next few years. The following are some of the new provisions of the 2016 CALGreen update which went into effect on January 1, 2017:

- Newly constructed buildings and demolition projects shall divert from landfills at least 65% of the construction materials generated during the project.
- All locally permitted additions and alterations to non-residential buildings and structures shall divert from landfills at least 65% of nonhazardous construction and demolition materials.
- Additions and alterations to residential buildings that increase the structure's conditional area, volume or size are also required to meet the 65% minimum diversion requirement.
- Universal Waste (such as batteries, e-waste, lamps, cathode ray tubes/glass, aerosol cans) from non-residential addition and alteration projects shall require that the materials are disposed of properly and diverted from landfills.

It is important to note that CALGreen, 2016 Edition, was adopted by the City Council in December 2016, and is incorporated into the City's Municipal Code as Chapter 10-52 "California Green Building Standards Code." City staff worked with the City Attorney's office to propose updates to the C&D Ordinance to reflect changes in the CALGreen, to comport with the adoption of Chapter 10-52 of the LHMC, and to update certain sections of the C&D Ordinance since it has not been updated since 2003. Also, the adoption of an updated C&D Ordinance illustrates a good faith effort to the State that the City is focused and active in its diversion pursuits and recycling programs implementation. The following are the major changes to the C&D Ordinance:

1. Requires all permitted projects that generate C&D material to participate in the City's recycling program to divert C&D material.

Only 26% (or 414) of the total permits issued in 2017 were issued for projects that generated C&D debris, and thereby would be subject to the City's C&D Waste Recycling Program. Total permits issued in 2017 was 1,623.

2. A section for Universal Waste disposal is added (5-48.055).
3. Clarifies that the minimum C&D diversion requirement is set by the State and is currently 65%.
4. Security deposits shall be forfeited upon sixty (60) days after a permit's expiration date is added to section 5-48.090
5. A violations section (5-48.160) is added to this chapter.

C&D Recycling Program

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As established by the C&D Ordinance, the City's C&D Waste Recycling Program, in summary, requires applicants who apply for permits for projects that generate construction and demolition debris to first submit a C&D Waste Reduction and Recycling Plan (Plan). This Plan should identify the types of C&D materials, the estimated weight of materials, and how an applicant plans on recycling or diverting the materials for a particular project. An applicant can note on the Plan that CR&R will be used to handle all C&D waste. CR&R is contractually obligated to the City, as mentioned earlier in the report, to process all C&D waste at a C&D processing facility. The C&D Compliance official (a City employee designated by the City Manager) will approve the Plan, collect a security deposit, and issue a permit for the project.

After project completion, an applicant must submit a report summarizing his/her C&D Waste Disposal Plan efforts and results, which may include weight slips from certified recycling facilities. The C&D Compliance Official will compare the project summary report to the original Plan, and if the applicant is in compliance with its diversion goals as stated in the Plan and compliant with the C&D Ordinance, the applicant's security deposit will be refunded to the applicant.

FISCAL IMPACT:

In the event an applicant fails to comply with the requirements of the City's C&D Ordinance, his/her security deposit will be forfeited. Forfeited security deposits can be used by the City to administer the C&D Recycling Program and also fund other recycling programs.

The application fee, appeal fee, and security deposits as mentioned in the C&D Ordinance are currently set by City Council Resolution. Staff is planning on updating the security deposit fee amounts and will be bringing a proposed Resolution to the City Council at a later date.

ATTACHMENTS:

- Proposed 5-48 Ordinance Update re C&D Waste Recycling Program
- 5-48 Ordinance C&D Waste Recycling Program Redlined

ORDINANCE NO. 2018-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5-48 (CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO THE CITY'S CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM.

WHEREAS, the California Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) requires the City of Laguna Hills to prepare, adopt and implement source reduction and recycling plans to reach landfill diversion goals, and is required to make substantial reductions in the volume of waste materials going to landfills, or face fines up to \$10,000 per day; and

WHEREAS, the City Council of Laguna Hills adopted Ordinance No. 2003-9 on September 23, 2003, establishing the City of Laguna Hills' Construction and Demolition Waste Recycling Program; and

WHEREAS, the California Green Building Standards Code (Part 11 of Title 24, California Code of Regulations) known as CALGreen became mandatory on January 1, 2011, concurrent with other parts of the 2010 California Building Standards Code (Title 24) and mandated 50% diversion of construction and demolition material; and

WHEREAS, every three years the California Building Standards Commission adopts new and/or updated standard construction codes;

WHEREAS, the 2016 CALGreen went into effect on January 1, 2017, and increased the construction and demolition material diversion requirement to 65% for the majority of demolition and construction projects; and

WHEREAS, the City Council adopts this ordinance to update its Construction and Demolition Waste Recycling Program to comply with CALGreen requirements.

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

SECTION 1. Chapter 5-48 of Title 5 of the Laguna Hills Municipal Code (Construction and Demolition Waste Recycling Program) is hereby amended and restated in its entirety to read as follows:

Chapter 5-48

CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM

Sections:

- 5-48.010 Declaration of purpose.
- 5-48.020 Definitions.
- 5-48.030 Designated recyclable and reusable materials.
- 5-48.040 Minimum Construction and Demolition Waste diversion requirements.
- 5-48.050 Covered Projects.
- 5-48.055 Universal Waste Disposal
- 5-48.060 Security deposit and Waste Reduction and Recycling Plan required.
- 5-48.070 Exemptions.
- 5-48.080 Refund of security deposit.
- 5-48.090 Forfeiture of security deposit.
- 5-48.100 Use of security deposits.
- 5-48.110 Diversion of waste.
- 5-48.120 Certified recycling facilities.
- 5-48.130 Application fee.
- 5-48.140 Reporting.
- 5-48.150 Appeal.
- 5-48.160 Violations.

5-48.010 Declaration of purpose.

The purpose of this chapter is to promote the recycling of Construction and Demolition Waste to reduce the amount of such material that is landfilled, to protect the public health, safety, and welfare, and to assist the City in meeting State of California mandated Construction and Demolition Waste diversion requirements.

5-48.020 Definitions.

“Applicant” means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permits to undertake any construction, demolition, or renovation project within the city.

“C&D Compliance Official” means the person designated by the City Manager who is authorized and responsible for implementing this chapter.

“Construction” means the building, rehabilitation, remodeling, renovation or repair of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

“Construction and Demolition Waste” means used or discarded materials which results from the Construction or Demolition of any facility or structure and which is removed from the premises during the Construction or Demolition.

“Construction and Demolition Waste Recycling and Disposal Report Summary” means a completed form submitted by an Applicant for any Covered Project approved by the city documenting the Applicant’s compliance with the requirements of this chapter. The form is submitted after completion of demolition and/or construction of a project.

“Covered Project” has the meaning set forth in Section 5-48.050(A).

“Demolition” means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

“Diversion Requirement” means the percentage of Construction and Demolition Waste for each Demolition and/or Construction Project that must be diverted from landfills.

“Divert” means to use material for any purpose other than disposal in a landfill or a transformation facility.

“Project” means any activity that requires an application for a building or demolition permit or any similar permit from the city.

“Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Universal Waste” are any of the hazardous wastes that are listed in section 66261.9 of Article 1, Chapter 11, Division 4.5 of Title 22 of the California Code of Regulations, which includes electronic devices, batteries, electric lamps, fluorescent tubes and bulbs, high intensity discharge lamps, sodium vapor lamps and lamps that contain added mercury, mercury-containing equipment, CRT, CRT glass, and non-empty aerosol cans.

“Waste Reduction and Recycling Plan” means a completed form submitted by an Applicant for any Covered Project approved by the city to manage compliance with this chapter. The form is submitted when applying for a demolition or construction permit.

5-48.030 Designated recyclable and reusable materials.

Designated recyclable and reusable materials means all Construction or Demolition material that fits within any of the following categories:

- A. Masonry building materials including all products generally used in construction including, but not limited to asphalt, concrete, rock, stone, and brick.
- B. Wood materials including all dimensional lumber, fencing, or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated, or painted.
- C. Vegetable materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site for construction or other use.
- D. Metals including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames, and fences.
- E. Roofing materials including wood shingles as well as asphalt, stone, and slate based roofing material.
- F. Salvageable materials includes all salvageable materials and structures including, but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs, and appliances.
- G. Any other construction or demolition debris that is non-hazardous and available for recycling or reuse.

5-48.040 Minimum Construction and Demolition Waste Diversion requirements.

- A. All Covered Projects shall reuse, recycle, or Divert the minimum percentage amount of designated recyclable and reusable materials as set forth by State law and regulations. The 2016 CALGreen (Part 11 of Title 24, California Code of Regulations) requires a minimum diversion of 65%, which is expected to increase to 75% for the 2019 edition that will be applicable in 2020.
- B. Every person engaging in any Construction or Demolition in connection with a Covered Project shall comply with the requirements of this chapter.

5-48.050 Covered Projects.

A. All construction, demolition, addition, alteration, and remodel Projects that generate Construction and Demolition Waste within the city requiring a permit are required to divert the minimum percentage amount of designated recyclable and reusable materials from landfills. Concurrent permits at the same site are considered “one” Project for the purposes of this chapter.

B. Documentation and diversion requirements for city-sponsored Construction and Demolition Projects shall be included in the Project contract with the city. These Projects shall only be considered Covered Projects if the city identifies them as such on a project-by-project basis. Typically, a city sponsored Project would only be designated as a Covered Project if the city's Project contractor does not contract for solid waste handling services with the city's authorized franchise waste hauler.

5-48.055 Universal Waste Disposal.

Universal Waste (such as batteries, electronic waste, electronic lamps, cathode ray tubes/glass, non-empty aerosol cans) shall be diverted from landfills and disposed of in accordance with State laws and regulations.

5-48.060 Security Deposit and Waste Reduction and Recycling Plan required.

A. Except as otherwise specified in this chapter, each Applicant who applies for a building or an encroachment permit for a Covered Project shall submit a Waste Reduction and Recycling Plan as prescribed by the C&D Compliance Official. No building permit, encroachment permit, or an exemption is issued for Covered Projects unless a Waste Reduction and Recycling Plan has been approved by the C&D Compliance Official.

B. Except as otherwise specified in this chapter, each Applicant who applies for a building or an encroachment permit for a Covered Project, shall remit a security deposit in the amount established by resolution of the City Council. The security deposit is remitted at the same time the permit application is filed, and is in the form of cash or cash equivalent such as a cashier's check or credit card payment to the city.

5-48.070 Exemptions.

Neither a Waste Reduction and Recycling Plan nor a security deposit is required for the following:

A. Work for which only a plumbing permit, only an electrical, or only a mechanical permit is required.

B. Seismic tie-down projects.

- C. Installation of pre-fabricated patio enclosures and covers where no foundation or other structural building modifications are required.
- D. Installation of pre-fabricated accessories such as signs or antennas where no structural building modifications are required.
- E. Other work that the C&D Compliance Official determines will not produce Construction or Demolition Waste.
- F. City-sponsored projects.

An Applicant may file with the C&D Compliance Official an application for exemption which shall include the grounds for an exemption. The C&D Compliance Official shall determine if the exemption complies with this section.

5-48.080 Refund of security deposit.

- A. The C&D Compliance Official may authorize the refund of any security deposit, which was erroneously paid or collected.
- B. The C&D Compliance Official may authorize the refund of any security deposit when the building permit application is withdrawn or cancelled before any work has begun.
- C. The C&D Compliance Official may authorize the refund of a security deposit when the Applicant has satisfactorily submitted the Construction and Demolition Waste Recycling and Disposal Report Summary as identified in Section 5-48.140, and at least the minimum diversion requirement is met.
- D. If the C&D Compliance Official determines that the diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the Applicant has made a good faith effort to comply with this chapter. The C&D Compliance Official may authorize a partial refund of a security deposit when less than the minimum diversion requirement is met. The partial refund shall not exceed that portion of the security deposit that is in the same ratio as the demonstrated amount of diverted waste.

5-48.090 Forfeiture of security deposit.

Applicants shall forfeit the security deposit to the city under the following circumstances:

- A. If the C&D Compliance Official determines that the Applicant has not made a good faith effort to comply with this chapter.
- B. If the applicant fails to submit the documentation required by Section 5-48.060 and 5-48.140 within the required time period.

C. Upon sixty (60) days after a permit's expiration date.

5-48.100 Use of security deposits.

Moneys received by the city as security deposits are used only for:

- A. Payment of security deposit refunds;
- B. Administrative costs of the program established by this chapter not covered by the application fee;
- C. Programs to Divert from landfill disposal the waste from Construction, Demolition, and alteration Projects, and other recycling programs; and
- D. Programs whose purpose is to develop or improve the infrastructure needed to Divert from landfill disposal the waste from Construction, Demolition, and alteration projects, and other recycling programs.

5-48.110 Diversion of waste.

For the purposes of this chapter, "diverted" or "diversion" means a reduction of the amount of waste being disposed in landfills by any of the following methods:

- A. Use of new construction methods, as approved by the C&D Compliance Official, that reduce the amount of waste generated.
- B. On-site re-use of the waste.
- C. Delivery of the waste from the site to a certified recycling facility.
- D. Other methods as approved by the C&D Compliance Official.
- E. All of the waste diversion methods which may qualify for a refund of a security deposit are subject to the reasonable conditions specified by the C&D Compliance Official.

5-48.120 Certified recycling facilities.

For the purposes of this chapter, a certified recycling facility means a recycling, composting, materials recovery, or re-use facility which (a) has obtained all applicable federal, state, and local permits; (b) is in full compliance with all applicable regulations; and (c) Diverts from landfill disposal the minimum percentage established in this chapter of all incoming waste from Construction and Demolition activities. The C&D Compliance Official may maintain a list of certified recycling facilities. Any facilities not included in the list maintained by the C&D Compliance Official shall first be approved by the C&D

Compliance Official before being accepted as a certified recycling facility for purposes of compliance with the requirements of this chapter.

5-48.130 Application fee.

As a part of any application for, and prior to the issuance of, any building or demolition permit that involves the creation of Construction or Demolition material, every Applicant for Covered Projects, unless exempt, shall pay to the city a cash fee sufficient to compensate the city for all expenses incurred in reviewing the Waste Reduction and Recycling Plan and reviewing performance of the plan. The amount of this fee shall be established by resolution of the City Council.

5-48.140 Reporting.

A. Demolition Projects. Within sixty (60) days following the completion of Demolition of a Covered Project, the Applicant shall, as a condition precedent to release of the security deposit, submit documentation to the C&D Compliance Official reporting on compliance with the diversion requirements of this chapter. The documentation shall consist of a final completed Construction and Demolition Waste Recycling and Disposal Report Summary showing actual data of tonnage of materials recycled and diverted, supported by originals or certified photocopies of receipts and weight tags or other records of measurement from certified recycling facilities, recycling companies or contractors and/or landfill and disposal companies. Receipts and weight tags will be used to verify whether materials generated from the Project have been Diverted or are to be recycled, reused, salvaged, or otherwise disposed of.

B. Construction Projects. Within sixty (60) days following the completion of Construction of a Covered Project, the Applicant shall, as a condition precedent to release of the security deposit, submit documentation to the C&D Compliance Official reporting on compliance with the diversion requirements of this chapter. The documentation shall consist of a final completed Construction and Demolition Waste Recycling and Disposal Report Summary showing actual data of tonnage of materials recycled and diverted, supported by originals or certified photocopies of receipts and weight tags or other records of measurement from certified recycling facilities, recycling companies or contractors and/or landfill and disposal companies. Receipts and weight tags will be used to verify whether materials generated from the Project have been Diverted or are to be recycled, reused, salvaged, or otherwise disposed of.

C. Demolition and Construction Projects. If a project involves both Demolition and Construction, the report and documentation for the Demolition Project must be submitted to, and approved by, the C&D Compliance Official before issuance of a building permit for the Construction Project. If the Applicant has not met the diversion requirement for Demolition, the C&D Compliance Official may, in addition to other remedies set forth in

this chapter, require a higher percentage of diversion for Construction than that established by State law or regulation, provided that the higher percentage for Construction is no higher than the amount necessary to cover the shortfall in diversion from Demolition. In the alternative, the Applicant may submit a letter certifying that no designated recyclable or reusable materials were generated from the Project. In which case, the certification shall be subject to verification by the C&D Compliance Official.

5-48.150 Appeal.

Notwithstanding any provision of this Code to the contrary, an Applicant may appeal to the City Manager any decision of the C&D Compliance Official under this chapter. Notice of appeal from the decision of the C&D Compliance Official must be filed in writing with the City Manager's Office within ten (10) calendar days of the date of the decision being appealed. The notice of appeal shall set forth in concise language that particular decision or decisions complained of and the reason why the person feels aggrieved thereby. Failure to file a written notice of appeal within the time prescribed herein constitutes a waiver of any objection to the decision(s) of the C&D Compliance Official and such decision(s) shall be final; otherwise the decision of the City Manager is final. The City Council may establish an application fee by resolution to defray the costs of processing appeals.

5-48.160 Violations.

In addition to the forfeiture of the security deposit per section 5-48.090 of this chapter, violations of this chapter are punishable per Chapter 1-32 of this code.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or a portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this X day of XX 2018.

MELODY CARRUTH, 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 Ordinance No. 2018-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 10th day of July 2018, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the X day of XX 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Ordinance No. 2018-x

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2018-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5-48 (CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO THE CITY'S CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM

on the X day of XX 2018, was published in summary in the Saddleback Valley News, and on the XX day of XX 2018, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the X day of XX 2018, and the X day of XX 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Chapter 5-48

CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM

Sections:

- 5-48.010 Declaration of purpose.
- 5-48.020 Definitions.
- 5-48.030 Designated recyclable and reusable materials.
- 5-48.040 Minimum ~~construction~~Construction and ~~demolition debris~~Demolition Waste diversion requirements.
- 5-48.050 Covered ~~and non-covered projects~~Projects.
- 5-48.055 Universal Waste Disposal
- 5-48.060 Security deposit and ~~waste reduction and recycling plan~~Waste Reduction and Recycling Plan required.
- 5-48.070 Exemptions.
- 5-48.080 Refund of security deposit.
- 5-48.090 Forfeiture of security deposit.
- 5-48.100 Use of security deposits.
- 5-48.110 Diversion of waste.
- 5-48.120 Certified recycling facilities.
- 5-48.130 Application fee.
- 5-48.140 Reporting.
- 5-48.150 Appeal.
- 5-48.160 Violations.

5-48.010 Declaration of purpose.

The purpose of this chapter is to promote the recycling of ~~construction and demolition waste in order~~Construction and Demolition Waste to reduce the amount of such material that is landfilled, to protect the public health, safety, and welfare, and to ~~meet the city's obligations under AB 939 and its Alternative Diversion Debris Requirement approved by the California Integrated Waste Management Board.~~assist the City in meeting State of California mandated Construction and Demolition Waste diversion requirements.

5-48.020 Definitions.

"Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the [Citycity](#) for the applicable permits to undertake any construction, demolition, or renovation project within the [Citycity](#).

"C&D Compliance Official" means the person designated by the City Manager who is authorized and responsible for implementing this chapter.

~~"City Project C&D Waste Policy" means the City's policy in regards to recycling C&D Waste from landfills for City-owned projects."~~ "Construction" means the building, [rehabilitation, remodeling, renovation or repair](#) of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

"Construction and Demolition Waste" means used or discarded materials [which results from the Construction or Demolition of any facility or structure and which is](#) removed from ~~premises during construction or renovation of a structure resulting from construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure~~ [the premises during the Construction or Demolition](#).

"Construction and Demolition Waste Recycling and Disposal Report Summary" means a completed form submitted by an ~~applicant~~ [Applicant](#) for any Covered Project approved by the ~~City for city documenting the purpose of Applicant's~~ [compliance with the requirements of](#) this chapter. The form is submitted after completion of [demolition and/or construction of](#) a project.

"Covered Project" ~~shall have~~ [has](#) the meaning set forth in Section 5-48.050(A).

~~"Demolition"~~ means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

"Diversion Requirement" means the percentage of ~~construction~~ [Construction](#) and ~~demolition waste~~ [Demolition Waste](#) for each ~~project~~ [Demolition and/or Construction Project](#) that must be diverted from landfills.

"Divert" means to use material for any purpose other than disposal in a landfill or [a](#) transformation facility.

~~"Non-covered Project" shall have the meaning set forth in Section 5-48.050(B).~~

"Project" means any activity that requires an application for a building or demolition permit or any similar permit from the [Citycity](#).

“Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

~~“Renovation” means any change, addition, or modification in an existing structure.~~
Universal Waste” are any of the hazardous wastes that are listed in section 66261.9 of Article 1, Chapter 11, Division 4.5 of Title 22 of the California Code of Regulations, which includes electronic devices, batteries, electric lamps, fluorescent tubes and bulbs, high intensity discharge lamps, sodium vapor lamps and lamps that contain added mercury, mercury-containing equipment, CRT, CRT glass, and non-empty aerosol cans.

~~“Reuse” means further or repeated use of construction or demolition waste.~~

~~“Salvage” means the controlled removal of construction or demolition waste from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.~~

~~“Security Deposit” means the cash or cash equivalent deposit required as security for performance for all covered projects as set forth in Section 5-48.060(B).~~

“Waste Reduction and Recycling Plan” means a completed form submitted by an ~~applicant~~Applicant for any Covered Project approved by the ~~City for the purpose of~~city to manage compliance with this ~~ordinance.~~chapter. The form is submitted when applying for a demolition or construction permit.

5-48.030 Designated recyclable and reusable materials.

Designated ~~Recyclable~~recyclable and ~~Reusable Materials~~reusable materials means all ~~construction or demolition waste~~Construction or Demolition material that fits within any of the following categories:

- A. Masonry building materials including all products generally used in construction including, but not limited to asphalt, concrete, rock, stone, and brick.
- B. Wood materials including ~~any and~~ all dimensional lumber, fencing, or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated, or painted.
- C. Vegetable materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site for construction or other use.
- D. Metals including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames, and fences.

- E. Roofing materials including wood shingles as well as asphalt, stone, and slate based roofing material.
- F. Salvageable materials includes all salvageable materials and structures including, but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs, and appliances.
- G. Any other construction or demolition debris that is non-hazardous and available for recycling or reuse.

5-48.040 ~~Minimum construction and demolition debris diversion~~ Minimum Construction and Demolition Waste Diversion requirements.

A. All Covered Projects shall reuse, recycle, or ~~divert~~Divert the minimum percentage amount of ~~Designated Recyclable and Reusable Materials as set forth by City Council Resolution from landfills or disposal sites.~~designated recyclable and reusable materials as set forth by State law and regulations. The 2016 CALGreen (Part 11 of Title 24, California Code of Regulations) requires a minimum diversion of 65%, which is expected to increase to 75% for the 2019 edition that will be applicable in 2020.

B. Every person engaging in any Construction or Demolition in connection with a Covered Project shall comply with the requirements of this chapter.

5-48.050 ~~Covered and non-covered projects.~~**A. Covered Projects.**

A. All construction, demolition, addition, alteration, and remodel ~~projects~~Projects that generate Construction and Demolition Waste within the ~~City~~city requiring a permit, ~~in accordance to the Covered Project threshold as set forth by City Council resolution,~~ are required to divert the ~~Designated Recyclable and Reusable Materials from landfills. The minimum diversion requirement is established by City Council Resolution.~~Failure to comply with the diversion requirements of this chapter shall subject the Project Applicant to forfeit their security deposit as set forth in Section 5-48.090. ~~minimum percentage amount of designated recyclable and reusable materials from landfills.~~ Concurrent permits at the same site ~~shall be considered "one" project for the purposes of this chapter.~~are considered "one" Project for the purposes of this chapter.

~~A. Non-covered Projects. Applicants for construction, demolition, addition, alteration, and remodel projects within the City under the thresholds as set forth by City Council resolution shall be encouraged to divert at least fifty (50) percent of all project-related construction and demolition debris.~~

~~B. City-owned Projects. All City-owned construction and demolition projects shall adhere to the "City Project C&D Waste Policy" as established by Resolution of the City Council.~~

B. Documentation and diversion requirements for city-sponsored Construction and Demolition Projects shall be included in the Project contract with the city. These Projects shall only be considered Covered Projects if the city identifies them as such on a project-by-project basis. Typically, a city sponsored Project would only be designated as a Covered Project if the city's Project contractor does not contract for solid waste handling services with the city's authorized franchise waste hauler.

5-48.055 Universal Waste Disposal.

Universal Waste (such as batteries, electronic waste, electronic lamps, cathode ray tubes/glass, non-empty aerosol cans) shall be diverted from landfills and disposed of in accordance with State laws and regulations.

5-48.060 ~~Security deposit and waste reduction and recycling plan~~ Security Deposit and Waste Reduction and Recycling Plan required.

A. Except as otherwise specified in this chapter, each ~~applicant~~Applicant who applies for a building or an encroachment permit for a Covered Project shall submit a ~~"Waste Reduction and Recycling Plan"~~ as prescribed by the C&D Compliance Official. No building permit, encroachment permit, or an exemption ~~shall be is~~ issued for Covered Projects unless a ~~"Waste Reduction and Recycling Plan"~~ has been approved by the C&D Compliance Official.

B. Except as otherwise specified in this chapter, each ~~applicant~~Applicant who applies for a building or an encroachment permit for a Covered Project, shall remit a security deposit in the amount ~~set forth by Resolution~~established by resolution of the City Council. The security deposit ~~shall be is~~ remitted at the same time the permit application is filed, and ~~shall be is~~ in the form of cash or cash equivalent such as a cashier's check or credit card payment to the ~~City~~city.

5-48.070 Exemptions.

Neither a ~~construction and demolition debris~~ ~~"Waste Reduction and Recycling Plan"~~ nor a security deposit ~~shall be is~~ required for the following:

- A. Work for which only a plumbing permit, only an electrical, or only a mechanical permit is required.
- B. Seismic tie-down projects.
- C. Installation of pre-fabricated patio enclosures and covers where no foundation or other structural building modifications are required.

D. Installation of pre-fabricated accessories such as signs or antennas where no structural building modifications are required.

E. Other work that the C&D Compliance Official determines will not produce ~~construction or demolition waste~~ Construction or Demolition Waste.

F. City ~~Owned Projects~~ sponsored projects.

An Applicant may file with the C&D Compliance Official an application for exemption ~~and which shall include~~ the grounds for an exemption ~~shall be submitted to the~~ The C&D Compliance ~~official who~~ Official shall determine if the ~~Exemption is in compliance~~ exemption complies with this section.

5-48.080 Refund of security deposit.

A. The C&D Compliance Official may authorize the refund of any security deposit, which was erroneously paid or collected.

B. The C&D Compliance Official may authorize the refund of any security deposit when the building permit application is withdrawn or cancelled before any work has begun.

C. The C&D Compliance Official may authorize the refund of a security deposit when the Applicant has satisfactorily submitted the “Construction and Demolition Waste Recycling and Disposal Report Summary” as identified in ~~section~~ Section 5-48.140, and at least the minimum diversion requirement ~~as identified in Section 5-48.040~~ is met.

D. If the C&D Compliance Official determines that the ~~Diversion Requirement~~ diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the Applicant has made a good faith effort to comply with this chapter. The C&D Compliance Official may authorize a partial refund of a security deposit when less than the minimum diversion requirement is met. The partial refund shall not exceed that portion of the security deposit that is in the same ratio as the demonstrated amount of diverted waste.

5-48.090 Forfeiture of security deposit.

Applicants shall forfeit the security deposit to the city under the following circumstances:

A. If the C&D Compliance Official determines that the Applicant has not made a good faith effort to comply with this chapter, ~~or if~~ .

B. If the ~~Applicant~~applicant fails to submit the documentation required by Section 5-48.060 and 5-48.140 within the required time period, ~~then the deposit shall be forfeited to the city.~~

C. Upon sixty (60) days after a permit's expiration date.

5-48.100 Use of security deposits.

Moneys received by the ~~City~~city as security deposits ~~shall be~~are used only for:

- A. Payment of security deposit refunds;
- B. Administrative costs of the program established by this chapter not covered by the application fee;
- C. Programs to ~~divert~~Divert from landfill disposal the waste from ~~construction, demolition~~Construction, Demolition, and alteration ~~projects~~Projects, and other recycling programs; and
- D. Programs whose purpose is to develop or improve the infrastructure needed to ~~divert~~Divert from landfill disposal the waste from ~~construction, demolition~~Construction, Demolition, and alteration projects, and other recycling programs.

5-48.110 Diversion of waste.

For the purposes of this chapter, ~~"diverted"~~ or ~~"diversion"~~ means a reduction of the amount of waste being disposed in landfills by any of the following methods:

- A. Use of new construction methods, as approved by the C&D Compliance Official, that reduce the amount of waste generated.
- B. On-site re-use of the waste.
- C. Delivery of the waste from the site to a certified recycling facility ~~described in Section 5-48.120.~~
- D. Other methods as approved by the C&D Compliance Official.
- E. All of the waste diversion methods which may qualify for a refund of a ~~diversion~~security deposit are subject to the reasonable conditions specified by the C&D Compliance Official.

5-48.120 Certified recycling facilities.

~~A. For the purposes of this part~~chapter, a certified recycling facility means a recycling, composting, materials recovery, or re-use facility ~~for which the C&D Compliance Official has issued a certification pursuant to regulations promulgated by the C&D Compliance Official.~~

~~B. The C&D Compliance Official shall approve use of the facilities only if the owner or operator of the facility has submitted or submits documentation satisfactory to the C&D Compliance Official:1. That the facility~~which (a) ~~has obtained all applicable federal, state, and local permits, and; (b) is in full compliance with all applicable regulations; and2. The percentage of incoming waste from construction, demolition, and alteration activities that is diverted (c) Diverts from landfill disposal meets the required minimum percentage set forth in regulations promulgated~~minimum percentage established in this chapter of all incoming waste from Construction and Demolition activities. The C&D Compliance Official may maintain a list of certified recycling facilities. Any facilities not included in the list maintained by the C&D Compliance Official.~~C. The City shall make available to each Applicant an approved list of certified recycling facilities shall first be approved by the C&D Compliance Official before being accepted as a certified recycling facility for purposes of compliance with the requirements of this chapter.~~

5-48.130 Application ~~Fee~~fee.

As a part of any application for, and prior to the issuance of, any building or demolition permit that involves the creation of ~~construction and demolition debris~~Construction or Demolition material, every ~~applicant~~Applicant for Covered Projects, unless exempt, shall pay to the city a cash fee sufficient to compensate the ~~City~~city for all expenses incurred in reviewing the Waste Reduction and Recycling Plan and reviewing performance of the plan. The amount of this fee shall be ~~set forth in a~~established by resolution of the City Council.

5-48.140 Reporting.

A. Demolition Projects. Within sixty (60) days following the completion of ~~a demolition project, and again within sixty (60) days following the completion~~Demolition of a Covered Project, the ~~applicant~~Applicant shall, as a condition precedent to release of the security deposit, submit documentation to the C&D Compliance Official reporting on compliance with the diversion requirements of ~~the Waste Reduction and Recycling Plan~~this chapter. The documentation shall consist of a final completed "Construction and Demolition Waste Recycling and Disposal Report Summary" showing actual data of tonnage of materials recycled and diverted, supported by originals or certified photocopies of receipts and weight tags or other records of measurement from certified recycling ~~companies, facilities, recycling companies or~~ contractors and/or landfill and disposal

companies. Receipts and weight tags will be used to verify whether materials generated from the ~~site~~Project have been Diverted or are to be recycled, reused, salvaged, or ~~to~~ otherwise disposed of.

B. Construction Projects. Within sixty (60) days following the completion of Construction of a Covered Project, the Applicant shall, as a condition precedent to release of the security deposit, submit documentation to the C&D Compliance Official reporting on compliance with the diversion requirements of this chapter. The documentation shall consist of a final completed Construction and Demolition Waste Recycling and Disposal Report Summary showing actual data of tonnage of materials recycled and diverted, supported by originals or certified photocopies of receipts and weight tags or other records of measurement from certified recycling facilities, recycling companies or contractors and/or landfill and disposal companies. Receipts and weight tags will be used to verify whether materials generated from the Project have been Diverted or are to be recycled, reused, salvaged, or otherwise disposed of.

C. Demolition and Construction Projects. If a project involves both ~~demolition~~Demolition and ~~construction~~Construction, the report and documentation for the ~~demolition project~~Demolition Project must be submitted to, and approved by, the C&D Compliance Official before issuance of a building permit for the ~~construction project~~Construction Project. If the ~~applicant~~Applicant has not met the ~~Diversion Requirement for demolition~~diversion requirement for Demolition, the C&D Compliance Official may, in addition to other remedies set forth in this chapter, require a higher percentage of diversion for ~~construction~~Construction than ~~that~~ established by ~~City Council Resolution~~State law or regulation, provided that the higher percentage for Construction is no higher than the amount necessary to cover the shortfall in diversion from ~~demolition~~Demolition. In the alternative, the ~~applicant~~Applicant may submit a letter ~~stating~~certifying that no ~~Designated Recyclable or Reusable~~designated recyclable or reusable materials were generated from the ~~project~~Project. In which case, ~~this statement~~the certification shall be subject to verification by the C&D Compliance Official.

5-48.150 Appeal.

~~Upon payment of an appeal fee set forth in a Resolution of the City Council, the applicant~~Notwithstanding any provision of this Code to the contrary, an Applicant may appeal to the City Manager ~~a~~any decision of the C&D Compliance Official ~~to deny an exemption or withhold all or any portion of a security deposit.~~under this chapter. Notice of ~~Appeal~~appeal from the decision of the C&D Compliance Official must be filed in writing

with the City Manager's Office within ten (10) calendar days of the date of the decision being appealed. The ~~Notice~~notice of ~~Appeal~~appeal shall set forth in concise language that particular decision or decisions complained of and the reason why the person feels aggrieved thereby. Failure to file a written notice of appeal within the time prescribed herein ~~shall constitute~~constitutes a waiver of any objection to the decision(s) of the C&D Compliance Official and such decision(s) shall be final; otherwise the decision of the City Manager ~~shall be final.~~is final. The City Council may establish an application fee by resolution to defray the costs of processing appeals.

5-48.160 Violations.

In addition to the forfeiture of the security deposit per section 5-48.090 of this chapter, violations of this chapter are punishable per Chapter 1-32 of this code.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

FROM: Donald J. White
City Manager

ISSUE: Agreement with Age Well Senior Services, Inc. for Community Development Block Grant Funds for FY 2018-2019 for Public Facilities and Improvements

RECOMMENDATION: That the City Council approve the Agreement between Age Well Senior Services, Inc. and the City of Laguna Hills for Community Development Block Grant Funds for FY 2018-2019 and authorize the City Manager to execute the Agreement.

SUMMARY:

On January 17, 2018, the City submitted an application for Community Development Block Grant ("CDBG") funding for Public Facilities and Improvements for Fiscal Years 2018-2019 and 2019-2020 on behalf of the Florence Sylvester Memorial Senior Center ("Senior Center") in the amount of \$70,000 per fiscal year. Subsequently, in mid-March, the County of Orange Department of Community Services notified the City that it had been awarded the requested amount of \$70,000 for Fiscal Year 2018-2019. Consequently, to utilize the grant funds and make improvements to the Senior Center, the City is required to enter into an agreement with Age Well Senior Services, Inc. A draft agreement is attached to this report.

BACKGROUND:

Urban County Program

The County of Orange is responsible for administering all CDBG programs for cities that participate in the Urban County Program, including the Public Facilities and Improvements Program. The Urban County consists of the unincorporated areas of Orange County and thirteen non-entitlement cities, which are cities with a population under 50,000. Since the City is a participant of the Urban County Program, it is required to access CDBG funds through the Urban County Program.

Project Activities

Under the Public Facilities and Improvements Program, the City has been awarded \$70,000 for Fiscal Year 2018-2019 to make the following improvements to the Senior Center:

PROGRAM YEAR 2018-2019		
Facility	Scope of Work	Amount
Florence Sylvester Memorial Senior Center	Remove and replace three (3) HVAC units; and Remove and replace one (1) water heating unit.	\$70,000

Approval of the attached agreement with Age Well Senior Services ensures that the awarded CDBG funds are expended on the specified scope of work and that the improvement work at the Senior Center is completed in accordance with all federal, state, and county laws and regulation.

CEQA FINDINGS:

The Florence Sylvester Memorial Senior Center project has been found to be Categorically Exempt from the requirements of the California Environmental Quality Act based upon a Class 1 – Existing Facilities (Section 15301) exemption.

Agreement with Age Well Senior Services for CDBG Funds for FY 18-19

August 28, 2018

Page 3

FISCAL IMPACT:

In accordance with the draft agreement between the City of Laguna Hills and the County of Orange, the City agrees to leverage the County's funds with in-lieu staff time totaling \$6,869.90.

ATTACHMENTS:

- Draft Agreement with Age Well Senior Services, Inc. for FY 2018-2019

AGREEMENT BETWEEN
THE CITY OF LAGUNA HILLS
AND
AGE WELL SENIOR SERVICES, INC.

FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC FACILITIES AND IMPROVEMENT FUNDS
(Program Year 2018/2019)

TITLE OF PROJECT: Public Facilities and Improvements – Florence Sylvester Memorial Senior Center (Age Well Senior Services, Inc.)

This **AGREEMENT** is made and entered into the 1st day of July, 2018.

BY AND BETWEEN

City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California, and hereinafter referred to as "**CITY**".

AND

Age Well Senior Services, Inc., a California Non-Profit Public Benefit Corporation, hereinafter referred to as "**SUB-RECIPIENT**"

RECITALS

WHEREAS, the County of Orange (the "County") has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended) for the purpose of funding projects meeting one of the HUD national objectives; and

WHEREAS, the County of Orange and participating cities (of which the City is a member) previously entered into a Cooperation Agreement dated July 1, 2015, as amended, in which both parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activities; and

WHEREAS, the County of Orange adopted its 2017-2018 Annual Action Plan and application funding, including any mid-year amendments, from HUD's Community Development Block Grant Program which includes the Project described herein; and

WHEREAS, the City is covered by the County's Annual Action Plan, and

WHEREAS, the City submitted to the County of Orange an application for funding of

the Project described herein, and

WHEREAS, the City has entered into a separate contract for the period July 1, 2018 through June 30, 2019, with the County of Orange (Contract No. 18-23-0008-PFI, entitled "Contract Between County of Orange and City of Laguna Hills for Public Facilities & Improvements Florence Sylvester Senior Center", a copy of which is attached as Exhibit A and is incorporated herein by this reference) to receive Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 (Public Law 93-838, as amended) for the purpose of assisting Sub-recipient with the Florence Sylvester Memorial Senior Center rehabilitation project which meets one of the HUD National Objectives, and

WHEREAS, Contract No. 18-23-0008-PFI provides that funds to the City for qualified projects are conditional upon: County being funded by HUD and the release of funds to County; Certification of Insurance; and certification of environmental compliance by County and/or HUD in accordance with 24 CFR 58 et seq., and

WHEREAS, the Sub-recipient is a California nonprofit public benefit corporation that has been selected by the City to receive and administer CDBG funds, and to provide the rehabilitation project services at the Florence Sylvester Memorial Senior Center, located at 23721 Moulton Parkway, as described in Exhibit B ("Project"), in accordance with the schedule of performance included therein; and

WHEREAS, Sub-recipient represents that it is qualified and willing to administer the Project and hereby certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives, and

WHEREAS, the Sub-recipient agrees that it will adhere to the Project performance measurements and outcomes set forth herein; and Sub-recipient understands and agrees that its failure to follow the performance measurements and meet the stated outcomes may constitute breach of contract that could result in termination of this Agreement or serve as reason for the City to recapture the CDBG funds awarded to Sub-recipient pursuant to this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the City and Sub-recipient agree as follows:

I. SCOPE OF SERVICES

A. Project Description

(1) As a condition of receiving CDBG funding pursuant to this Agreement, Sub-recipient shall act as Project Manager and shall be responsible for administering the approved Fiscal Year 2018-2019 CDBG Project described herein in a manner satisfactory to the City and consistent with any and all applicable standards, including this Agreement,

Contract No.18-23-0008-PFI, completion milestones (provided by the County), and all applicable Federal, State, and local laws, guidelines, policies, and regulations. Sub-recipient shall use CDBG funds for rehabilitation of the Florence Sylvester Memorial Senior Center, located at 23721 Moulton Parkway, as set forth in the Scope of Work described in Exhibit B, which is attached hereto and incorporated herein by reference (the "Project").

(2) The construction rehabilitation Project contemplated herein is a "public work", under California Labor Code Section 1720, and the construction contractors should be paid prevailing wages in accordance with State law. In addition, the Federal Labor Standards, including Davis-Bacon prevailing wages shall apply. A current and appropriate Davis-Bacon wage decision approved by the County shall be included in the Construction Bid Package, along with HUD – 4010 form, "Federal Labor Standards Provisions".

(3) Prior to advertising for bids, the Construction Bid Package for the work on the Project shall be submitted to the City for review and approval by the County's Director of Housing and Community Services, or designee. A County representative shall be invited to a preconstruction conference to review Federal Labor Standards compliance procedures with the Sub-recipient and construction contractors.

(4) No costs shall be incurred prior to receipt of written certification of approval by County of the fulfillment of the requirements of Section XXI (Insurance) of this Agreement.

B. Budget

This Agreement is for a CDBG funding reimbursement amount not to exceed \$70,000 (seventy thousand dollars and no cents). As described further in Section III below, the Sub-recipient shall provide the funds for the Project and shall submit written proof of payment to City, whereupon after approval by City, the City shall seek reimbursement of eligible costs from the County pursuant to Contract No.18-23-0008-PFI.

C. Work Schedule

Reimbursable activities per this Agreement may begin on the effective date of this Agreement, and shall end on June 30, 2019. Quarterly reports shall be provided by the Sub-recipient in accordance with Section VII(B) of this Agreement. The Quarterly Report shall indicate the progress of the components of the rehabilitation Project.

II. PERFORMANCE MEASURES

A. Performance Objectives

Sub-recipient hereby certifies that the Project carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or

blight; or 3) meet community development needs having a particular urgency as defined in Title 24 of the Code of Federal Regulations ("24 CFR") Part 570.208. Sub-recipient agrees that the Project shall be implemented and appropriately maintained for community development purposes as defined by applicable HUD provisions to ensure maximum feasible benefit and utilization of the project by low- and moderate-income persons.

B. Goals and Performance Measures

In addition to the reasonable administrative services required as part of this Agreement, Sub-recipient agrees to accomplish the rehabilitation work on the Project as delineated in Exhibit B, which is attached hereto and incorporated herein by reference.

C. Performance Monitoring

The City will monitor the performance of the Sub-recipient against the goals and performance standards required by this Agreement, applicable Federal, State, and local laws, guidelines, policies, and regulations, and in accordance with Contract No.18-23-0008-PFI. The Sub-recipient shall cooperate by providing completed Quarterly Performance Reports as delineated in Section VII(B). Substandard performance as determined by the City, in its sole discretion, shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not promptly taken by Sub-recipient within a reasonable time after being notified by the City, Agreement suspension or termination procedures may be initiated.

D. Time of Performance

Eligible project activities as set forth in Exhibit B shall begin on the effective date of this Agreement, and shall be completed by June 30, 2019. A final invoice for eligible project costs shall be submitted within 15 days after the Agreement expiration date. The term of this Agreement and the provisions herein may be extended by the City at the City's sole discretion for up to six months from the Agreement expiration date, upon written notification to the Sub-recipient. In the event of such extension, the deadline for submittal of a final invoice shall be 15 days after the new completion date. Every effort shall be made by Sub-recipient to expend the allocated funds in their entirety by June 30, 2019. If Sub-recipient does not expend all funds by June 30, 2019, either due to costs not incurred or costs not approved by the City, the City may allocate the funds not yet drawn to another eligible CDBG project(s) within the City of Laguna Hills.

III. DISBURSEMENT OF FUNDS

A. Reimbursements

Subject to availability of funds from HUD to County, County approval of Sub-recipient's Insurance, County approval of Sub-recipients Federal Labor Standards submittals, and Sub-recipient's timely completion and submission of complete Requests for

Reimbursements to City, payment shall be made by City and shall be in the form of reimbursement for eligible costs as outlined in Exhibit B for the period beginning on the effective date of this Agreement, and ending June 30, 2019. It is expressly agreed and understood by the parties that the total amount of CDBG funding eligible for reimbursement under this Agreement shall not exceed the amount stated in Section I(B) of this Agreement.

B. Reimbursement Schedule

Reimbursement for eligible costs shall be made on a quarterly basis in accordance with Exhibit A and as delineated in Exhibit B, both attached hereto and incorporated herein by this reference. The City shall not provide any payments/reimbursements in advance of actual expenditures by Sub-recipient. Funding is contingent upon the City receiving CDBG funds from the County and HUD.

C. Reimbursement Requests

On a quarterly basis and within fifteen (15) days of the end of a quarter, the Sub-recipient may invoice City for reimbursement of eligible costs as outlined in Exhibit B. Concurrently with its request for the aforementioned funds, Sub-recipient shall submit to the City the following supporting documentation: copies of paid invoices, receipts, certified payroll records, bank statements, canceled checks, attendance records, and other items adequate to document project expenditures. In addition, Sub-recipient shall also provide a Quarterly Performance Report which addresses its level of performance for each activity undertaken relative to the scope of services set forth in Section I. Prior to reimbursing, the City will verify that Sub-recipient has met all applicable regulations for the Project. The City will not authorize reimbursement if any preceding quarter's reports or invoices are incomplete, or have not been submitted.

D. Reimbursement Records

Records shall be kept by Sub-recipient in accordance with all records maintenance requirements set forth in Contract No.18-23-0008-PFI, which is attached as Exhibit A and is incorporated herein by reference.

IV. NOTICES

A. Communication

Communication and details concerning this Agreement shall be directed to the following representatives:

City

City of Laguna Hills
General Government Department
25035 El Toro Road

Laguna Hills, California 92653
Attn: James Haston, Senior Management Analyst

Sub-recipient

Age Well Senior Services, Inc.
24461 Ridge Route Drive, Suite 220
Laguna Hills, CA 92653
Attn: Steve Moyer, Chief Executive Officer

B. Certified Mail

Any notice required under this Agreement shall be sent by certified mail, postage prepaid, and shall be deemed complete on the third business day following deposit in the United States Postal Service.

V. PROGRAM REQUIREMENTS

A. Compliance

Sub-recipient shall adhere to the terms of the City's CDBG application, Contract 18-23-0008-PFI, and this Agreement, including any subsequent assurances and agreements made by the City to the County and HUD, pertaining to this Agreement. In addition, Sub-recipient shall comply with all applicable County requirements, as described in Contract No.18-23-0008-PFI. Sub-recipient shall comply with applicable Uniform Administrative Requirements as described in 24 CFR 570.502, attached as Exhibit C and incorporated herein by reference.

The Sub-recipient shall carry out all activities in compliance with all Federal laws and regulations as described in Subpart K, such as labor standards (Davis Bacon Act) and fair housing requirements of the CDBG Program Regulations.

The provisions of Subpart K of Title 24 of the Code of Federal Regulations relating to CDBG Program Regulations are attached as Exhibit D and are incorporated as a condition of this Agreement by this reference. The Sub-recipient shall comply with all applicable Federal laws related to the use of CDBG funds by the Sub-recipient and the approved Project outlined herein.

VI. EXPENSES FOR LABOR, MATERIALS AND SUPPLIES

The Sub-recipient shall furnish all labor, materials and services and bear all expenses to carry out the Project activities as outlined in this Agreement. Under this Agreement, the City's only financial obligation to the Sub-recipient is to provide the approved CDBG funds for the maximum amount specified in Section I(B) of this Agreement, as

allocated by the County of Orange and the City of Laguna Hills for CDBG Program Year 2018-2019.

VII. RECORDS AND REPORTS

A. Documentation

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.503 (b)(2), 570.506, 570.507 and 570.508 that are pertinent to the activities to be funded under this Agreement. Such records and reports shall include, but not be limited, to:

- (1) Documentation providing a full description of each activity undertaken;
- (2) Documentation demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (3) Documentation required to determine the eligibility of activities;
- (4) Documentation required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Documentation of compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR 570.502 and OMB Circular A-87 as detailed in Exhibit C, which is attached hereto and incorporated herein by reference;
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570; and
- (8) Any such other related records as the City shall require.

B. Quarterly Reports

The Sub-recipient shall submit "Quarterly Reports" on a Grantee Performance Report (GPR Form) during the program year beginning with the effective date of the agreement, and ending June 30, 2019. Quarterly Reports shall be filed with the City fifteen (15) days before: December 15, 2018, January 15, 2019, and March 15, 2019. The report must include sufficient information to assist the City in monitoring the Sub-recipient's performance. The Sub-recipient must demonstrate satisfactory performance prior to reimbursement for expenditures. If it is determined by the City that Sub-recipient's performance or progress on performance is unsatisfactory, the City may withhold further funding on the Project pending resolution of the unsatisfactory condition(s), or may terminate this Agreement as prescribed in 24 CFR Subparts 85.43 and 85.44 as detailed in Exhibit F, which is attached hereto and incorporated herein by reference. In addition, the City may require the Sub-recipient to reimburse the City any funds that it determines to be improperly expended based on applicable CDBG Program Regulations.

C. Accounting Records

The Sub-recipient shall maintain separate accounting records for the Federal CDBG funds provided by the City. The City, County, Federal Grantor Agency, Controller General of the United States, or any of their duly authorized representatives shall have access to all books, documents, papers and records maintained by the Sub-recipient which directly pertain to the above Project for the purpose of audit, examination, excerpts and transcriptions. Unless otherwise notified by the City, the Sub-recipient shall retain all financial records, supporting documents and statistical reports related to the Project identified under this Agreement until June 30, 2024. All records subject to an audit finding must be retained for five (5) years from the date the finding is made or until the finding has been cleared by appropriate officials and the Sub-recipient has been given official written notice.

VIII. AUDIT REQUIREMENT

A. Audit Report

Sub-recipient's records on the Project shall be maintained and available to the City for conducting an audit. If the Sub-recipient receives \$25,000 or more in total Federal financial assistance, Sub-recipient shall perform, if requested to do so by the City or County, an annual audit to be performed in accordance with OMB Circular A-133; and a copy of the audit shall be forwarded to the City within 180 days after the end of the City's fiscal year (June 30, 2019).

B. Single Audit Report

If the Sub-recipient receives more than \$500,000 in total federal funds in one fiscal year from the City and/or any other city or agency, the Sub-recipient is required to submit a Single Audit Report. As required by the federal Single Audit Act, the Sub-recipient shall be required to submit to the City, a comprehensive financial audit prepared by an independent, neutral third party auditor. The audit shall cover financial operation of the Sub-recipient for the period beginning July 1, 2018 and ending June 30, 2019, and is due no later than six months after expiration of this Agreement.

C. Corrective Actions

The City shall have the right to ensure that necessary corrective actions are made by the Sub-recipient for any audit findings pertinent to Sub-recipient handling of funding attributable to the CDBG Program per Federal requirements, including requiring Sub-recipient to return funds paid by City.

IX. MODIFICATIONS/TRANSFERS

The Sub-recipient shall transfer to City any CDBG funds on hand at the time of the Agreement expiration and any accounts receivable attributable to the use of CDBG funds.

X. AMENDMENTS

The City and Sub-recipient may amend this Agreement at any time provided that any such amendment makes specific reference to this Agreement, is executed in writing, is approved by the County and signed by a duly authorized representative of each organization. Such amendment shall not invalidate this Agreement, nor relieve or release the City or Sub-recipient from their respective obligations under this Agreement. Any proposed amendment to this Agreement shall be submitted to, and approved by the City prior to commencement of any activity covered by said amendment.

The City may, at its sole discretion, amend this Agreement at any time to conform with Federal, State, County, or local government guidelines, policies, and available funding amounts. If any amendment results in a change of funding amount under this Agreement, the Scope of Work, threshold or milestone dates, or schedule of activities to be undertaken as part of this Agreement, such changes will be incorporated by written amendment between the City and Sub-recipient.

XI. SECTION 3 COVERED ASSISTANCE

A. Policies and Procedures

Where the Sub-recipient receives CDBG funds for work arising in connection with housing rehabilitation, housing construction, or other public improvements, the requirements of Section 3 of the Housing and Urban Development Act of 1968 shall apply as follows:

(1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The Sub-recipient agrees to send to each labor organization or representative of workers with which the Sub-recipient has a collective bargaining agreement or other understanding, if any, a notice of advising the labor organization or workers' representative of the Sub-recipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Sub-recipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Sub-recipient will not subcontract with any subcontractor where the Sub-recipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(5) The Sub-recipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-recipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient's obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

(8) Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

B. Inclusion of Section 3 Clause

Sub-recipient shall abide by this Section 3 Clause and shall also require this Section 3 clause be inserted into any and all subcontracts executed with subcontractors for work covered by this Agreement.

XII. RELIGIOUS ACTIVITIES

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities or to promote religious interests. Religious entities may use CDBG funds for secular activities only in accordance with the Federal regulations specified in 24 CFR 570.200(j), attached as Exhibit E and incorporated into this Agreement.

XIII. NONDISCRIMINATION CLAUSE

The Sub-recipient shall comply with all State and Federal laws regarding nondiscrimination and the equal opportunity employment of personnel.

XIV. SUSPENSION AND TERMINATION OF AGREEMENT

In accordance with the pertinent provisions of the Code of Federal Regulations, this Agreement may be suspended or terminated if the Sub-recipient fails to comply with any term(s) of the award and/or for the City's convenience. Title 24, Code of Federal Regulations, Sections 85.43 and 85.44 are attached as Exhibit F and incorporated into this Agreement by this reference.

XV. REVERSION OF ASSETS UPON EXPIRATION OF AGREEMENT

Upon expiration of this Agreement, the Sub-recipient shall be required to use any real property under the Sub-recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 as follows:

- (1) To meet one of the National Objectives in 24 CFR 570.208 until no earlier than five (5) years after expiration of this Agreement; or
- (2) To be disposed of in a manner resulting in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement of the property. Reimbursement is not required after the period of time specified in Section XV(1).

XVI. HOLD HARMLESS AND INDEMNITY AGREEMENT

The City, its elected and appointed officers, employees, contractors (other than Sub-recipient) and agents shall not be liable for any claims, liabilities, penalties, fines, or any damage to goods, properties, or effects of any person whatsoever, nor for personal injuries or death caused by, or claimed to have been caused by, or resulting from, any intentional or negligent acts, errors or omissions of Sub-recipient or Sub-recipient's agents, employees, subcontractors, or representatives in completion of Project outlined in the Agreement.

To the fullest extent permitted by law, the Sub-recipient agrees to defend, indemnify, and hold harmless the City and its elected and appointed officers, employees, contractors and agents against any of the foregoing liabilities or claims of any kind and any cost/and expense that is incurred by the City including attorney fees and litigation expenses on account of any of the foregoing liabilities, including liabilities or claims by reason of alleged, errors, omissions, or defects in any plans and specifications for the Project.

XVII. ASSIGNMENT OF AGREEMENT

The Sub-recipient shall not assign this Agreement or any monies due hereunder without the prior written consent of the City.

XVIII. SUCCESSORS OR ASSIGNS

Subject to the provisions of Section XVII (Assignment of Agreement), all terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns as permitted by this Agreement.

XIX. INDEPENDENT SUB-RECIPIENT

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Sub-recipient and its subcontractors shall at all times remain independent with respect to the services to be performed under this Agreement. The City shall be exempt from payment of any Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. Sub-recipient and/or its subcontractors is/are independent contractors.

XX. ANTI-LOBBYING

Sub-recipient certifies the following:

(1) No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, then entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) Sub-recipient will complete and submit the "Disclosure of Lobbying Activities" Standard Form if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and

(3) Sub-recipient shall include the above anti-lobbying certification in award documents for all subcontractors and all subcontractors shall certify and disclose accordingly.

XXI. INSURANCE

At all times during the term of this Agreement, the Sub-recipient shall maintain insurance coverage in compliance with the Insurance Requirements attached as Exhibit G and incorporated into this Agreement by this reference. The insurance requirements of this section shall be in addition to, and shall not modify Section XVI (Hold Harmless and Indemnity Agreement).

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its City Manager and attested by its Clerk; Sub-recipient has caused this Agreement to be executed by its President, Secretary, and Chief Executive Officer, all having been duly authorized by the City Council of City of Laguna Hills and the Board of Directors of Sub-recipient, respectively.

EXECUTED:

CITY OF LAGUNA HILLS

By: _____
Donald J. White, City Manager

ATTEST:

By: _____
Melissa Au-Yeung, City Clerk

AGE WELL SENIOR SERVICES, INC., a
California non-profit corporation

By: _____
TITLE CEO

Date: 8/20/18

By: _____
TITLE President

Date: _____

By: _____
TITLE

Date: _____

EXHIBIT A

COUNTY OF ORANGE

OC COMMUNITY RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PUBLIC FACILITIES AND IMPROVEMENTS

PROGRAM YEAR 2018/2019



CONTRACT # 18-23-0008-PFI

FOR

Public Facilities & Improvements
Florence Sylvester Memorial Senior Center Rehabilitation

BETWEEN

COUNTY OF ORANGE

AND

CITY OF LAGUNA HILLS

<u>CFDA#</u>	<u>FAIN#</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
<u>14.218</u>	<u>Pending</u>	<u>Community Development Block Grant (CDBG)/Housing Rehabilitation, and Public Facilities & Improvements.</u>	<u>U.S. Housing & Urban Development (HUD)</u>

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ATTACHMENTS

Attachment A - Scope of Services
Attachment B - Payment/Compensation
Attachment C - Budget Schedule
Attachment D - Staffing Plan
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EXHIBITS

Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Disclosure of Lobbying Activities

Contract # 18-23-0008-PFI
with
CITY OF LAGUNA HILLS
for
Public Facilities & Improvements

This Contract # 18-23-0008-PFI for Public Facilities & Improvements (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and City of Laguna Hills DUNS 798794947, a Municipal Corporation in the State of California , with a place of business at 24035 El Toro Road, Laguna Hills, CA 92653-3103 (hereinafter referred to as “Subrecipient”), with a County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Attachment E - Performance Standards

RECITALS

WHEREAS, Subrecipient and County are entering into this Contract for Public Facilities & Improvements under a cost reimbursement Contract; and

WHEREAS, County solicited Contract for Public Facilities & Improvements as set forth herein, and Subrecipient represented that it is qualified to provide Public Facilities & Improvements as further set forth here; and

WHEREAS, Subrecipient agrees to provide Public Facilities & Improvements as further set forth in the Scope of Service, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Subrecipient based on services/activities set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

WHEREAS, Subrecipient agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment E; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Public Facilities & Improvements with the Subrecipient to carry out certain program services and activities for the Fiscal Year 2018-19.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of services. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Intentionally left blank:**
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with

the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

Prior to the provision of services under this Contract, the Subrecipient agrees to purchase all required insurance at Subrecipient's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Subrecipient agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Subrecipient.

Subrecipient shall ensure that all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. such proof of insurance must be MAINTAINED by Subrecipient through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Subrecipient's, its agents, employee's or subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and
- 2) Subrecipient's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

If the Subrecipient fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Subrecipient shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials,***

officers, agents and employees or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN Contract**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Subrecipient shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Subrecipient to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Subrecipient in writing of changes in the insurance requirements. If Subrecipient does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Subrecipient, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Subrecipient's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County INDEMNITEEs harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of

this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees or its agents or any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Subrecipient's records before final payment is made.

Subrecipient agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Subrecipient agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right

to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.

- BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the services hereunder in the Budget Schedule approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Subrecipient, immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

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Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Public Services from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.
2. **Term of Contract:** This Contract shall commence on July 1, 2018 and continue through June 30, 2019, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Maximum Obligation:**
The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$70,000.00, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.
5. **Amendments - Changes/Extra Work:**
The Subrecipient shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient’s concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient’s ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.
6. **Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and

Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.

7. Conditions Affecting Work:

The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. Civil Rights: Subrecipient attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. Conflict of Interest – Subrecipient’s Personnel: The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

10. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.

11. Consulting Contract – Follow-On Work:

No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. Project Manager, County

The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.

The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Subrecipient’s Project Manager and key personnel. The County’s Project Manager shall notify the Subrecipient in writing of such action. The

Subrecipient shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

13. **Subrecipient's Project Manager and Key Personnel:** Subrecipient shall appoint a Project Manager to direct the Subrecipient's efforts in fulfilling Subrecipient's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Subrecipient's Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines.

14. **Subrecipient Personnel – Reference Checks:** The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. **County of Orange Child Support Enforcement:** Subrecipient certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. **Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:

1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Subrecipient's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Subrecipient's demand, it shall be deemed a final decision adverse to the Subrecipient's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Subrecipient Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Subrecipients. An independent Subrecipient is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Subrecipient shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Subrecipient shall apply to serving the County's needs regardless of the circumstances. If the Subrecipient is unable to supply the goods/services under the terms of the Contract, then the Subrecipient shall provide proof of such disruption and a copy of the invoice for the goods/services from the Subrecipient's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Subrecipient shall show both the emergency purchase order number and the Contract number.
21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.
22. **Non-Supplantation of Funds:**
Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
23. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
24. **Access and Records:**
- A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make

excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

- B. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

25. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
26. **Reports/Meetings:** The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without the express written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

28. **Equal Employment Opportunity:** The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
30. **News/Information Release:** The Subrecipient agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.
31. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested,

postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources
Housing and Community Development/
Homeless Prevention, Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

OC Community Resources
Contract Development and Management
Contract Administrator
1501 East St. Andrew Place, 1st Floor
Santa Ana, CA 92705-4930

For Subrecipient:

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653-3103
Attn: Project Manager

32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
33. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.
34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

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Program Specific Terms and Conditions:

35. **Debarment:** Subrecipient certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.
36. **Lobbying:**
- A. Subrecipient shall complete and immediately forward to the County the “Disclosure of Lobbying Activities,” a copy of which is attached hereto as Exhibit 3 and incorporated herein by this reference, if subrecipient, or any person, firm or corporation acting on Subrecipient’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this contract or funds to be received by subrecipient pursuant to this Contract.
 - B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
37. **Fraud:** Subrecipient shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.
38. **Fiscal Accountability:**
- A. Financial Management System: Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
 - i. Information pertaining to tuition rates, payments, and educational assistance payments; and
 - ii. Source documentation to support accounting records;
 - iii. Proper charging of costs and cost allocation.
 - B. Subrecipient’s Record: Subrecipient’s records shall be sufficient to:
 - i. Permit preparation of required reports; and
 - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for;
 - iv. Permit tracking and reporting of leveraging as required.
 - C. Costs Charged: Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring included, but not limited to those listed in the Attachment E-Performance Standards attached hereto and incorporated herein by reference.
40. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.
41. **Payment Requirements:**
If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by Subrecipient, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Subrecipient at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.
- A. **Contract Amount:** It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Compensation/Payment to Subrecipient attached hereto and incorporated herein by reference.
 - B. **County will reclaim any unused balance of funds for reallocation to other County approved projects.**
 - C. **Payment of Project Activities:**
 - 1. **Payment of Project Activities:** County will reimburse Subrecipient for eligible project-related costs only. Subrecipient shall submit requests for reimbursement to County on a monthly basis beginning on August 1, 2018, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Subrecipient will provide a progress performance report ("GPR Information Form") for the time period covered, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation and reporting has been received and approved by County.
 - 2. **If Subrecipient has no request for reimbursement during any quarter during the term of this Contract, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.**
 - 3. **To be determined:** To be developed with Subrecipient during contract negotiation. The following "Required Expenditure Threshold" criteria have been established to guide the Subrecipient in structuring and scheduling their expenditure of funds

received through this Contract, through term of Contract. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

<u>*Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
February 15th	50% of Contracted Amount Expended
March 15th	70% of Contracted Amount Expended
April 15th	80% of Contracted Amount Expended

4. Subrecipient will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Subrecipient shall be ineligible for any further reimbursement.
- D. Funds shall not be disbursed for any costs incurred prior to the certification by County and/or HUD of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.
- E. Eligible costs related to services provided by Subrecipient must be incurred during the period beginning July 1, 2018. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including June 30, 2019.
 - a. Housing Rehabilitation Contracts and Public Facilities & Improvements Contracts.
 - i. Subrecipient may be eligible to request additional funding up to the maximum set forth as identified in County policy if Subrecipient meets or exceeds any one of the Minimum Required Expenditure Thresholds at 50%, 70% or 80% on or prior to the milestone date as set forth in Paragraph 41. C.3.
 - ii. If additional funding is available for allocation to Subrecipient, and the basic goals and objectives of the program are not altered, Subrecipient and County shall amend the Subrecipient Scope of Services component of this Contract. Furthermore, Subrecipient shall demonstrate to the satisfaction of County that the required Performance Expenditure and Accomplishment Thresholds set forth in Paragraph 46.C will continue to be met before such extension and additional allocation shall be granted.
 - iii. Contract Extension (No Cost Extension)
 1. The term of this Contract and the provisions herein may be extended to cover an additional time period as specified herein.
 2. The date for Project completion and expenditure of all funds may be extended by the Director without further action by the Board as identified in County policy. Subrecipient must notify the Director in writing 45 days prior to June 30, 2018, if they are requesting an extension. For all

extensions, the deadline for submittal of invoices shall be forty-five (45) days after the new expiration date.

3. Contract extension provisions are not applicable to PROGRAM ADMINISTRATION activities.

b. Public Services Contracts cannot be extended.

F. County and Participating Cities previously entered into a Cooperation Agreement effective July 1, 2018 as amended, in which both Parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activities.

G. Metropolitan Cities with populations of over 50,000, are eligible to participate in the Community Planning and Development (CPD) program funds directly from the U.S. Department of Housing and Urban Development (HUD) and have opted to participate in the CPD programs through the County's Urban County Program as a metropolitan city.

42. **Modification of Budget:** Upon written approval of County shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.

43. **Annual Audit:** If Subrecipient expends Federal funds in a fiscal year which equal or exceed \$750,000 (seven hundred fifty thousand dollars) as specified in OMB Circular A-133-Revised, 2 CFR Part 200.500- Subpart F-Audit Requirements Subrecipient shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, County retains the authority to require Subrecipient to submit similarly prepared audit at Subrecipient's expense even in instances when Subrecipient's expenditure is less than \$750,000. Subrecipient will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

Subrecipient will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to County within six (6) months of the end of each Contract year in which Subrecipient has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in County denying reimbursement of funds to Subrecipient, as well as future funding qualification. Subrecipients, which are exempt from statutory audit requirements, shall maintain records, which are available for review by County or Federal officials. Subrecipient acknowledges that any and all "Financial Statements" submitted to County pursuant to this County become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government.

44. **DUNS Number and Related Information:** DUNS Number: A unique, non-indicative 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>

The DUNS Number must be provided to County prior to the execution of this Contract. Subrecipient shall ensure all DUNS information is up to date and the DUNS number status is “active,” prior to execution of this Contract. If County cannot access the Subrecipient’s DUNS information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient’s data entry for its DUNS number, the Subrecipient must immediately update the information as required.

45. **Program Income:**

- A. Subrecipient shall comply with regulations, as well as all applicable State or County regulations concerning the reporting and payment procedures for program income.
- B. Definition: Program income means, as provided by 24 CFR § 570.504, gross income received by the Subrecipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.
- C. Use. The Subrecipient shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Contract.
- D. All Program Income accrued shall be returned to County on a quarterly basis prior to Subrecipient receiving any reimbursement from grant funds provided under this Contract.
- E. Subrecipient shall provide information of the receipt of Program Income by Subrecipient related to Program on all GPR Information Forms submitted with requests for reimbursement.
- F. Subrecipient shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the Contract fiscal year.

46. **Performance:**

- A. Subrecipient shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Subrecipient also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract.
- B. Subrecipient shall comply with all applicable HUD regulations, as described in Paragraph 49 “Federal Administrative and Related Requirements” of this Contract, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served

analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of County or HUD and shall be submitted by Subrecipient in report form to County by dates specified by County.

- C. The following “Performance Threshold” criteria shall be used to assess the level of performance of the Subrecipient, including Attachment A — Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the Subrecipient must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that Subrecipient has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the County.

<u>*Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
February 15 th	50% of Contracted Amount Expended 50% of Proposed Accomplishments Met
March 15 th	70% of Contracted Amount Expended 70% of Proposed Accomplishments Met
April 15 th	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met

Failure to achieve at least the aforementioned 50% drawdown, without extenuating circumstances, may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Subrecipient. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will impact future funding to Subrecipient.

- D. Subrecipient shall complete and submit a Year End GPR Information Form by July 15, after the close of the Contract fiscal year.
- E. Should the activity being funded through this Contract be completed, cancelled or terminated prior to the termination date set forth herein in this Paragraph 46 “Performance.” Additional Terms and Conditions, Subrecipient shall complete and submit a Mid-Year GPR Information Form at the time of the completion, cancellation or termination. Said GPR Information Form shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *Scope of Services*, as set forth in Attachment A, attached hereto and incorporated herein by reference. If activity funded through this Contract is completed, or if funds allocated through this Contract are fully expended, prior to end of Contract term, Subrecipient must continue to serve its clients for the entire term of this Contract.
- F. Subrecipient shall complete and submit a GPR Information Form in support of all requests for reimbursement. Said GPR Information Form shall consist of a cumulative report of

project related accomplishments as set forth in Attachment A - Scope of Services, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this Contract Subrecipient has no activity occur during any quarter, Subrecipient shall prepare and submit to County a Quarterly GPR Information Form, regardless of actual activity.

- G. Subrecipient acknowledges that the GPR Information Form is a monitoring tool that will be reviewed and evaluated to determine Subrecipient's level of performance relative to this Contract.
- H. Subrecipient shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by County.
- I. Readiness – for Housing Rehabilitation and Public Facilities & Improvements Projects: SUBRECIPIENT shall be required to demonstrate to COUNTY its readiness to immediately initiate its Project upon execution of this CONTRACT by providing to the COUNTY documentation including, but not limited to, the following: Board or Council Minutes/Resolution; Awarded bid documents with timeline requirements; and, executed Architect and Engineer (hereafter referred to as "A&E") contracts with specific project timelines consistent with funding. By July 30 of CONTRACT term, SUBRECIPIENT shall provide COUNTY a Project Readiness Checklist incorporating the status of all Project-phasing milestones. In the case of milestones not yet reached, SUBRECIPIENT shall provide projected target dates for when said milestones would be met. The Project Readiness Checklist shall clearly demonstrate that SUBRECIPIENT will meet the "Minimum Required Expenditure Thresholds" as set forth in this Paragraph 46.C. SUBRECIPIENT acknowledges that said Project Readiness Checklist may be considered to evaluate the performance of the SUBRECIPIENT.

47. Performance Monitoring:

- A. Performance Monitoring of Subrecipient by County, State of California and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by County, State of California or HUD representatives.
- B. County shall periodically evaluate Subrecipient's progress in complying with the terms of this Contract. Subrecipient shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Subrecipient.
- C. County shall monitor the performance of Subrecipient against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Subrecipient within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in this Paragraph 47 of this Contract.

- D. HUD in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of County to determine whether County has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated “1.5 ratio” threshold. Subrecipient is responsible to ensure timely drawdown of funds.

48. Substantial Amendments:

- A. If any amendment results in a change in the funding amount, that does not trigger a Substantial Amendment, as defined, Subrecipient Scope of Services, threshold and milestone dates or schedule of activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment executed by Director, or designee and Subrecipient.
- B. In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the County will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a “Non-Substantial Amendment”. In the event that any of these “administrative” reprogramming actions fall under the “Substantial Amendment” criteria, the proposed actions to the Citizen Participation process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

49. Federal Administrative and Related Requirements:

Subrecipient must comply with all federal requirements as it pertains for 24 CFR Parts 91 and 570. Subrecipient acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR Part 200, et al. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.

A. Financial Management:

1. Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles:

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, et al; (and if Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,”) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.506 that are pertinent to the activities to be funded under this Contract. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by federal regulations 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 23 CFR.

2. **Retention:**

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Contract are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. **Client Data**

- a. Subrecipient shall maintain client data demonstrating client eligibility for services provided for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to County, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, County monitors, or their designees, for review upon request.
- b. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address

or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

4. Disclosure

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

5. Close-Outs

Subrecipient's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with federal and State regulations and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of Paragraph 50, and documentation; disposing of program assets (including the return to County of all unused materials and equipment); remitting any program income balances and accounts receivable to County, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program Income.

C. **Personnel & Participation Conditions**

1. **Civil Rights**

Compliance

Subrecipient agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. **Nondiscrimination in Employment and Contracting**

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

3. **Affirmative Action:**

Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

4. **Americans with Disabilities Act:**

Subrecipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

5. **Drug-Free Workplace:**

The Subrecipient hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference. The Subrecipient will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subrecipient's policy of maintaining a drug free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Subrecipient may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- iii. The Subrecipient has made false certification, or
- iv. The Subrecipient violates the certification by failing to carry out the requirements as noted above.

6. **Anti-Lobbying:**

Subrecipient certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that:

- a. No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the

- extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or Cooperative Agreement; and
- b. Subrecipient shall include subject anti-lobbying certification in award documents for all sub-Subrecipients at all tiers (including sub-subcontracts, sub-subgrants, and Contract under grants, loans, and Cooperative Agreements) and that all sub-Subrecipients shall certify and disclose accordingly.

7. **Employment Restrictions:**

- a. **Prohibited Activity:**
Subrecipient is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b. **OSHA:**
Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
- c. **Employee Rights**
 - i. **Federal Minimum Wage**
Subrecipient must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.
- d. **California Minimum Wage**
 - i. Subrecipient must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

e. **Hatch Act:**

Subrecipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

f. **Religious Organization/Activities:**

In accordance with 24 CFR 570.200(j), Subrecipient shall not discriminate against faith-based organizations in administering its federal HUD activities. Subrecipient agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization or to promote religious interest, or for the benefit of a religious organization.

8. **Labor Standards**

- a. Subrecipient agrees to contact County no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.
- b. Subrecipient will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.
- c. Subrecipient agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. Subrecipient shall maintain all applicable documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.
- d. Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all Subrecipients engaged in contracts of \$2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve
- e. Subrecipient of its obligation, if any, to require payment of the higher rate under state or local laws Subrecipient shall insert provisions meeting the requirements of this Paragraph in all such Contracts.

In case where the Davis-Bacon Act applies, Subrecipient agrees to submit the Construction Bid Package for this project to County for modification, Subrecipient shall construct project in accordance with the approved Construction Bid Package.

9. **California Labor Code Compliance**

- a. Prevailing Wage laws apply, Subrecipient hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for County under this Contract. Subrecipient herein agrees that Subrecipient shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.
- b. Payroll Records
Subrecipient agrees that:
Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.
Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.
Certified copies of all payroll records shall be submitted on a weekly basis to County through the duration of this Contract.

Subrecipient acknowledges that failure to comply with Section 1776 may result in a forfeiture of twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

10. **Economic Opportunities**

Compliance

Subrecipient agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract.

Subrecipient further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County or Subrecipient, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject Subrecipient and any sub-Subrecipients, their successors and assigns, to

those remedies specified herein. Subrecipient certifies and agrees that no conflict exists which would prevent compliance with requirements.

The Subrecipient agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:

“The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Parties to this Contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the Parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Subrecipient agree to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers’ representative of the Subrecipient’s commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient’s obligations under 24 CFR part 135.

Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in

connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b)."

11. **Environmental Conditions:**

Subrecipient shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by County and/or HUD of environmental compliance.

Subrecipient shall incur no costs for any project-related activity defined in Subrecipient Scope of Services and County shall not disburse funds prior to certification by County and/or HUD for environmental compliance.

Subrecipient shall provide requested material to County for the Environmental Review process required by applicable regulations.

a. **Air and Water:**

Subrecipient agrees to comply with the following regulations in so far as they apply to the performance of this Contract:

Clean Air Act, 42 U.S.C., 1857, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.
Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.

b. **Flood Disaster Protection:**

Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this Contract, as it may apply to the provisions of this Contract.

c. **Lead-Based Paint:**

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, particularly, 24 CFR 35.100 through 35.175. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified with the "Protect Your Family From Lead In Your Home" publication, found at <http://www.epa.gov/lead> that such properties may include lead-based paint.

d. **Historic Preservation:**

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended

(16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

e. **Energy Efficiency Standards:**

Subrecipient agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

f. **Modifications/Transfers of Real Property:**

Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned at the time of the acquisition or improvement, including disposition, is prohibited.

i. Subrecipient shall ensure that any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

i.i. Used to meet one of the national objectives contained in 24 CFR 570.208 for a period not less than five years, or for such period of time as determined to be appropriate by County, after expiration of the Contract and close-out of Subrecipient's participation in the CDBG Program, or, until five years after the close-out of the grant from which the assistance to the property, whichever occurs first; or,

i.ii. Disposed of in a manner which results in County being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with Paragraph 50 above.

g. **Property Records:**

Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to federal and State regulations.

h. **Equipment:**

Subrecipient shall use, manage and dispose of equipment in accordance with federal and State regulations.

i. **Subcontracts:**

i. Subrecipient shall submit all subcontract agreements to County for review and consent prior to entering into such subcontracts. For construction subcontracts, Subrecipient shall submit the Construction Bid Package to County for review and written approval by Director or designee prior to advertising for bids and

- award for the construction contract. Subrecipient shall construct Project in accordance with the Construction Bid Package, which Director approved, unless prior written approval is received from Director for modification thereof.
- ii. Subrecipient shall assume responsibility for all subcontracted services to assure Contract compliance.
 - iii. Subrecipient shall cause all of the provisions of this Contract in entirety to be included in and made a part of any subcontract executed in the performance of this Contract.
 - iv. Subrecipient shall monitor all subcontracted services on a quarterly basis to assure Contract compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of Contract non-compliance. Documentation shall be made available for periodic monitoring by representatives of County and/or HUD.
- j. **Fair Housing:**
Subrecipient shall affirmatively further fair housing in accordance with 24 CFR 576. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The Subrecipient has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act, along with all applicable State & Federal requirements.
- k. **Grantor Recognition:**
Subrecipient shall insure recognition of the role of the County in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Contract. Subrecipient will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of County or HUD.
- l. **Rehabilitation Act:**
Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

50. Definitions:

For the purposes of this Contract the following definitions shall apply:

- A. HUD: United States Department of Housing and Urban Development.
- B. OC Community Resources (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.

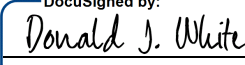
- C. Director: Director of OC Community Resources, or designee.
- D. Program Income: The gross income received by Subrecipient directly generated from the use of the subject program funds.
- E. Grantee Performance Report (GPR) Information Form: A Program activity data document provided by County to Subrecipient used to monitor and track the performance of Subrecipient.
- F. OC Community Resources Contract Reimbursement Policy: A County document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
- G. Project: Any site or sites, including buildings, and/or activities assisted with federal program funds.
- H. OMB: Federal Office of Management and Budget.
- I. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
- J. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
- K. Continuum of Care: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
- L. Homeless Management Information System (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
- M. Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- N. Substantial Amendment: The following criteria will be used by the County – if any one criteria applies, a substantial amendment will be required:
 - i. A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;

- ii. When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
 - iii. An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
 - a. An increase in funding for a public service activity in an amount that is consistent with County policy; or
 - b. An increase in the funding for public facility improvements/housing rehabilitation in an amount that is consistent with County policy.
- O. Construction Bid Package: A package of bidding documents which includes the proposal, bidding instructions, Contract documents, detailed estimated costs, and plans and specifications for a construction project, all prepared in accordance with applicable Federal regulations.
- P. Program Administration: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

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IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this Contract to be executed.

***City of Laguna Hills**

By: 
DocuSigned by:
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By: _____

Name: Donald J. white

Name: _____

Title: City Manager

Title: _____

Dated: 3/8/2018

Dated: _____

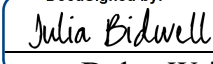
*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

County of Orange

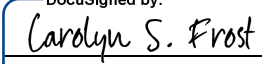
A Political Subdivision of the State of California

DS
CF

By: 
DocuSigned by:
5E2FBD1161843W...
 Dylan Wright, Director
 OC Community Resources

Dated: 6/14/2018

APPROVED AS TO FORM

By: 
DocuSigned by:
D3AB99...
 Deputy County Counsel

Dated: 3/8/2018



SCOPE OF SERVICES PUBLIC FACILITIES & IMPROVEMENTS

1. Scope of Services

A. HUD Matrix Code / Activity:

03A Senior Centers / 570.201 (c)

B. Project Title:

Florence Sylvester Memorial Senior Center Rehabilitation

C. Program Description:

The Florence Sylvester Memorial Senior Center provides a variety of services to the elderly/frail elderly population of the community. Because of the high number of elderly/frail elderly population that utilize the Center on a daily basis and the high visibility of the Center, staff is requesting funds to replace three (3) HVAC units and one (1) hot water heater, all of which are twenty years old.

D. Project Need:

The Florence Sylvester Memorial Senior Center provides a number of vital services to the elderly/frail elderly population of the community. Currently, over 400 elderly persons are served on a daily basis. This project is needed to improve the existing units with high efficiency units that utilize HEPA filters in order to increase the health and safety of the Center for the elderly/frail elderly.

E. Low/Mod Neighborhood Preservation:

The Florence Sylvester Memorial Senior Center addresses the needs of the elderly population in the community, which are predominantly low and moderate-income

ATTACHMENT A

persons. The Center represents a safe and accessible senior center for the community, and these improvements would allow the Center to provide continued access for the elderly/frail elderly population.

F. Program Objectives and Outcomes Chart:

Activity

1. Construction/Installation

Outputs

3 HVAC, 1 Water Heater

Performance Objectives

1. Suitable Living Environment

Performance Outcomes

Availability/Accessibility

CDBG National Objective: LMA 570.208 (a)(1)

Outcomes

4,575 People

1 Public Facility



PAYMENT/COMPENSATION PUBLIC FACILITIES & IMPROVEMENTS

1. COMPENSATION:

This is a CONTRACT between the COUNTY and the SUBRECIPIENT for **\$70,000** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and P of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for cost of the services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice, contingent upon availability of funds, in a format acceptable to the County of Orange and verified and approved by OC Community Resources and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

ATTACHMENT B

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources

1770 North Broadway

Santa Ana, CA 92706-2642

Attention: Accounts Payable

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, and Service date(s) – Month of Service along with other required documentation (See Exhibit 1).

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



BUDGET SCHEDULE PUBLIC FACILITIES & IMPROVEMENTS

1. SUBRECIPIENT's Budget Schedule

A. Administration and Project Budget

Project Budget Chart City of Laguna Hills – Florence Sylvester Memorial Senior Center Rehabilitation HVAC			
Project Costs/Activity	Urban County Funds	Leveraged Resources	Total
Design/Project Development	0	\$6,869	\$6,869
Acquisition	N/A	N/A	N/A
Construction	\$70,000	0	\$70,000
Total Project Cost	\$70,000	\$6,869	\$76,869

B. Detailed Project Budget Description

There are two project activities associated with this project. Design/Project Development encompasses the project implementation and administration necessary in order to successfully complete this project. This activity is actively carried out in the General Government Department and includes contract administration, project development, and all other necessary oversight. The Construction project activity includes replacing the 3 HVAC units and one water heater.



STAFFING PLAN PUBLIC FACILITIES & IMPROVEMENTS

1. Staffing Plan

Project Title: Florence Sylvester Memorial Senior Center Rehabilitation

Complete and Submit – Initial Report due on or before July 1.

(Include name and classification).

	Name/Staff	Classification/Title
1	Melissa Au-Yeung	Deputy City Manager/City Clerk
2	Don White	City Manager
3	James Haston	Senior Management Analyst
4		
5		
6		
7		
8		
9		
10		

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The SUBRECIPIENT may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.

2. Project Administration

The program will be monitored and implemented by staff from the City of Laguna Hills from the City Manager's Office. The lead staff member implementing the project for FY 2018-19 has been responsible for the implementation of the City's past grant monies for - Contracts #17-23-0008, #16-23-0008, #15-23-0008, #14-22-0004, 613038, KC11981,

ATTACHMENT D

KC10939, and KC09852. The experience of key administrators and other staff members throughout the City also includes experience monitoring past CDBG Housing Rehabilitation program funding. In addition, key administrators and staff members' experience includes over 37 years in Public Administration, 24 years in City Management experience, and 12 years in Community Development.

3. Project Experience

The City of Laguna Hills has been the recipient of CDBG Public Facilities and Improvement grants in FY 2009-10, FY 2010-11, FY 2011-12, FY 2012-13, FY 2014-15, FY 2015-16 FY 2016-17 and FY 2017-18 and has experience administering this type of grant. The City has also been the recipient of similar grants in the past, including CDBG Housing Rehabilitation funds. The City has worked closely with the County to ensure the funds were administered correctly. In addition, staff members have a wealth of municipal experience, including community development, rehabilitation activities and monitoring, public administration, public finance, and personnel.



**PERFORMANCE STANDARDS
PUBLIC FACILITIES & IMPROVEMENTS**

1. **Performance Standards**

July 1 – CONTRACT Start Date

2. Tools to Measure Project's Effect –

Florence Sylvester Memorial Senior Center Rehabilitation - HVAC

Milestone Date	Minimum Required Expenditure/ Accomplishment Threshold	Activity Results Achieved
February 15 th	50% of Contracted Amount Expended	\$35,000
February 15 th	50% of Proposed Accomplishments Achieved	Design and/or installation
March 15th	70% of Contracted Amount Expended	\$49,000
March 15th	70% of Proposed Accomplishments Achieved	Construction and/or installation
April 15th	80% of Contracted Amount Expended	\$56,000
April 15th	80% of Proposed Accomplishments Achieved	Construction and/or installation

3. There are currently measures in place to track participation in the various programs offered at the Florence Sylvester Memorial Senior Center. With these improvements, the Florence Sylvester Memorial Senior Center staff will be better equipped to continue to meet the growing demand and utilization by this fast-growing demographic group. The project's effect on the intended participants will be for health and safety improvements. The City will meet with milestone dates as identified in the chart above.



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: February 28, 2017

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 OC Community Resources Accounting
 1770 N. Broadway, 4th Floor
 Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

City of Laguna Hills Contract # 18-23-0008-PFI

Applicant Name

CDBG – Public Facilities & Improvements – Florence Sylvester Memorial Senior Center Rehabilitation

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here **O** if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official **Donald J. White**

Title **City Manager**

Signature

DocuSigned by:

Date

3/8/2018

X

Donald J. White

205CF34BC53A4CE...

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

EXHIBIT 3

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

Not Applicable

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned		
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Donald J. White</u> DocuSigned by: 205CF34BC53A4CE... Print Name: Donald J. white Title: City Manager Telephone No: Date: 3/8/2018		

Attachment: Draft Agreement with Age Well Senior Services, Inc. for FY 2018-2019 (1657 : Agreement with Age Well Senior Services for CDBG

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,



SCOPE OF SERVICES PUBLIC FACILITIES & IMPROVEMENTS

1. Scope of Services

A. HUD Matrix Code / Activity:

03A Senior Centers / 570.201 (c)

B. Project Title:

Florence Sylvester Memorial Senior Center Rehabilitation

C. Program Description:

The Florence Sylvester Memorial Senior Center provides a variety of services to the elderly/frail elderly population of the community. Because of the high number of elderly/frail elderly population that utilize the Center on a daily basis and the high visibility of the Center, staff is requesting funds to improve three (3) HVAC units and one (1) hot water heater, all of which are twenty years old.

D. Project Need:

The Florence Sylvester Memorial Senior Center provides a number of vital services to the elderly/frail elderly population of the community. Currently, over 400 elderly persons are served on a daily basis. This project is needed to improve the existing units with high efficiency units that utilize HEPA filters in order to increase the health and safety of the Center for the elderly/frail elderly.

E. Low/Mod Neighborhood Preservation:

The Florence Sylvester Memorial Senior Center addresses the needs of the elderly population in the community, which are predominantly low and moderate-income

ATTACHMENT A

persons. The Center represents a safe and accessible senior center for the community, and these improvements would allow the Center to provide continued access for the elderly/frail elderly population.

F. Program Objectives and Outcomes Chart:

<u>Activity</u>	<u>Outputs</u>
1. Construction/Installation	3 HVAC, 1 Water Heater
<u>Performance Objectives</u>	<u>Performance Outcomes</u>
1. Suitable Living Environment	Availability/Accessibility

CDBG National Objective: LMA 570.208 (a)(1)

Outcomes
4,575 People
1 Public Facility



**PAYMENT/COMPENSATION
PUBLIC FACILITIES & IMPROVEMENTS**

1. COMPENSATION:

This is a CONTRACT between the COUNTY and the SUBRECIPIENT for **\$70,000** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and P of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for cost of the services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice, contingent upon availability of funds, in a format acceptable to the County of Orange and verified and approved by OC Community Resources and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

ATTACHMENT B

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources

1770 North Broadway

Santa Ana, CA 92706-2642

Attention: Accounts Payable

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, and Service date(s) – Month of Service along with other required documentation (See Exhibit 1).

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



BUDGET SCHEDULE PUBLIC FACILITIES & IMPROVEMENTS

1. SUBRECIPIENT's Budget Schedule

A. Administration and Project Budget

Project Budget Chart City of Laguna Hills – Florence Sylvester Memorial Senior Center Rehabilitation HVAC			
Project Costs/Activity	Urban County Funds	Leveraged Resources	Total
Design/Project Development	0	\$6,869	\$6,869
Acquisition	N/A	N/A	N/A
Construction	\$70,000	0	\$70,000
Total Project Cost	\$70,000	\$6,869	\$76,869

B. Detailed Project Budget Description

There are two project activities associated with this project. Design/Project Development encompasses the project implementation and administration necessary in order to successfully complete this project. This activity is actively carried out in the General Government Department and includes contract administration, project development, and all other necessary oversight. The Construction project activity includes replacing the 3 HVAC units and one water heater.



STAFFING PLAN PUBLIC FACILITIES & IMPROVEMENTS

1. Staffing Plan

Project Title: Florence Sylvester Memorial Senior Center Rehabilitation

Complete and Submit – Initial Report due on or before July 1.

(Include name and classification).

	Name/Staff	Classification/Title
1	Melissa Au-Yeung	Deputy City Manager/City Clerk
2	Don White	City Manager
3	James Haston	Senior Management Analyst
4		
5		
6		
7		
8		
9		
10		

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The SUBRECIPIENT may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.

2. Project Administration

The program will be monitored and implemented by staff from the City of Laguna Hills from the City Manager's Office. The lead staff member implementing the project for FY 2018-19 has been responsible for the implementation of the City's past grant monies for - Contracts #17-23-0008, #16-23-0008, #15-23-0008, #14-22-0004, 613038, KC11981,

ATTACHMENT D

KC10939, and KC09852. The experience of key administrators and other staff members throughout the City also includes experience monitoring past CDBG Housing Rehabilitation program funding. In addition, key administrators and staff members' experience includes over 37 years in Public Administration, 24 years in City Management experience, and 12 years in Community Development.

3. Project Experience

The City of Laguna Hills has been the recipient of CDBG Public Facilities and Improvement grants in FY 2009-10, FY 2010-11, FY 2011-12, FY 2012-13, FY 2014-15, FY 2015-16 FY 2016-17 and FY 2017-18 and has experience administering this type of grant. The City has also been the recipient of similar grants in the past, including CDBG Housing Rehabilitation funds. The City has worked closely with the County to ensure the funds were administered correctly. In addition, staff members have a wealth of municipal experience, including community development, rehabilitation activities and monitoring, public administration, public finance, and personnel.



PERFORMANCE STANDARDS PUBLIC FACILITIES & IMPROVEMENTS

1. Performance Standards

July 1 – CONTRACT Start Date

2. Tools to Measure Project's Effect –

Florence Sylvester Memorial Senior Center Rehabilitation - HVAC

Milestone Date	Minimum Required Expenditure/ Accomplishment Threshold	Activity Results Achieved
February 15 th	50% of Contracted Amount Expended	\$35,000
February 15 th	50% of Proposed Accomplishments Achieved	Design and/or installation
March 15th	70% of Contracted Amount Expended	\$49,000
March 15th	70% of Proposed Accomplishments Achieved	Construction and/or installation
April 15th	80% of Contracted Amount Expended	\$56,000
April 15th	80% of Proposed Accomplishments Achieved	Construction and/or installation

3. There are currently measures in place to track participation in the various programs offered at the Florence Sylvester Memorial Senior Center. With these improvements, the Florence Sylvester Memorial Senior Center staff will be better equipped to continue to meet the growing demand and utilization by this fast-growing demographic group. The project's effect on the intended participants will be for health and safety improvements. The City will meet with milestone dates as identified in the chart above.



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: February 28, 2017

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 OC Community Resources Accounting
 1770 N. Broadway, 4th Floor
 Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

City of Laguna Hills Contract # 18-23-0008-PFI

Applicant Name

CDBG – Public Facilities & Improvements – Florence Sylvester Memorial Senior Center Rehabilitation

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here **O** if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official **Donald J. White**

Title **City Manager**

Signature

DocuSigned by:

Date

3/8/2018

X

Donald J. White

205CF34BC53A4CE...

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

EXHIBIT 3

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

Not Applicable

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned		
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	DocuSigned by: Signature: <u>Donald J. White</u> 205CF34BC53A4CE... Print Name: Donald J. white Title: City Manager Telephone No: Date: 3/8/2018	

Attachment: Draft Agreement with Age Well Senior Services, Inc. for FY 2018-2019 (1657 : Agreement with Age Well Senior Services for CDBG

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,



Certification of Agreements

Date: March 6, 2018

To: Clerk of the Board of Supervisors

From: OCCR/Housing & Community Development/Homeless Prevention

Re: ASR Control #: 18-000297, Meeting Date 4/24/2018 Agenda Item No. # 55

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

Julia Bidwell

Name

Director

Title

DocuSigned by:

Julia Bidwell

Signature

6/14/2018

Date

Attachment: Draft Agreement with Age Well Senior Services, Inc. for FY 2018-2019 (1657 : Agreement with Age Well Senior Services for CDBG

EXHIBIT B
SCOPE OF WORK

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR 2018/2019
SCOPE OF WORK**

Description of Activities

The construction project will focus on the rehabilitation of the Florence Sylvester Memorial Senior Center (Center). Eligible costs for reimbursement include the improvement of three (3) HVAC units and one (1) hot water heater.

The project shall be performed in conformance with this Scope of Work, the Agreement Between the City of Laguna Hills and Age Well Senior Services, Inc., for Community Development Block Grant (CDBG) Public Facilities and Improvement Funds (Program Year 2018/2019) (hereinafter, "Agreement"), Contract No. 18-23-0008-PFI (entitled "Contract Between County of Orange and City of Laguna Hills for Public Facilities & Improvements Florence Sylvester Senior Center"), and required County approvals therein. The Sub-recipient shall provide the oversight, administration and project management necessary to accomplish contracted activities in accordance with this Agreement, the County approved scope of Work, completion milestones (provided by County), State and Federal laws, applicable regulations, and authorities having jurisdiction.

Prior to the start of work:

(1) The construction project contemplated is a "public work", under California Labor Code Section 1720, and the Sub-recipient is required to adhere to prevailing wages requirements in accordance with State law. In addition, the Federal Labor Standards including Davis-Bacon prevailing wages shall apply. A current and appropriate Davis-Bacon wage decision approved by the County shall be included in the Construction Bid Package, along with HUD – 4010 form, "Federal Labor Standards Provisions".

(2) Prior to advertising for bids, the construction bid package for the rehabilitation work shall be submitted to the City for review and written approval by the County. A County representative shall be invited to a preconstruction conference to review Federal Labor Standards compliance procedures with the Sub-recipient and construction subcontractors.

(3) No costs shall be incurred prior to receipt of written certification of approval by County of the fulfillment of the requirements of Section XXI (Insurance) of the Agreement.

Project Budget

REHABILITATION PROJECT COST BUDGET	
Project Component	CDBG Funds
Improve three (3) HVAC units and one (1) hot water heater	\$ 70,000

Milestones

MILESTONE DATE	MINIMUM REQUIRED EXPENDITURE THRESHOLD
February 15, 2019	50% of Contracted Amount Expended
March 15, 2019	70% of Contracted Amount Expended
April 15, 2019	80% of Contracted Amount Expended

Failure to achieve at least the 50% drawdown milestone, without a written exemption from the City, may cause any remaining balance in this Agreement to be reclaimed by the City, and will negatively affect future funding to Sub-recipient. Failure to achieve the 80% drawdown goal, without written exemption approved by the City, may cause any remaining balance in this Agreement to be reclaimed by the City.

Sub-recipient shall be required to complete and submit a Year End Grantee Performance Report Form by July 15, 2019.

Payment of Project Activities

On a quarterly basis and within fifteen (15) days of the end of a quarter, the Sub-recipient may invoice City for reimbursement of eligible costs. Concurrently with its request for the aforementioned funds, Sub-recipient shall submit to the City the following supporting documentation: Copies of paid invoices, receipts, certified payroll records, bank statements, canceled checks, attendance records, and other items adequate to document project expenditures. Sub-recipient shall also provide a Quarterly Performance Report, on a Grantee Performance Report Form, which addresses its level of performance for each activity undertaken relative to this Scope of Work. The City will not authorize reimbursement if any preceding quarter's reports or invoices are incomplete, or have not been submitted. In addition, if no request for reimbursement is submitted during any quarter during the term of the Agreement, a Grantee Performance Report Form shall be required from the Sub-recipient explain why no invoices were processed.

EXHIBIT C**24 Code of Federal Regulations Section 570.502****TITLE 24–HOUSING AND URBAN DEVELOPMENT
SUBTITLE B–REGULATIONS RELATING TO HOUSING & URBAN DEVELOPMENT
CHAPTER V–OFFICE OF ASSISTANCE SECRETARY FOR COMMUNITY
PLANNING & DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
PART 570–COMMUNITY DEVELOPMENT BLOCK GRANTS

Subpart J–Grant Administration**

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 3

Date: 2011-04-01

Original Date: 2010-04-01

Title: Section 570.502 - Applicability of uniform administrative requirements.

Context: Title 24 - Housing and Urban Development. Subtitle B - Regulations Relating to Housing and Urban Development (Continued). CHAPTER V - OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. SUBCHAPTER C - COMMUNITY FACILITIES. PART 570 - COMMUNITY DEVELOPMENT BLOCK GRANTS. Subpart J - Grant Administration.

§ 570.502 Applicability of uniform administrative requirements.

(a) Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with the following sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in this paragraph:

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by § 570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

(b) Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," or OMB Circular

No. A-21, “Cost Principles for Educational Institutions,” as applicable, and OMB Circular A-133, “Audits of Institutions of Higher Education and Other Nonprofit Institutions” (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the following provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”) or the related CDBG provision, as specified in this paragraph:

- (1) Subpart A—“General”;
- (2) Subpart B—“Pre-Award Requirements,” except for § 84.12, “Forms for Applying for Federal Assistance”;
- (3) Subpart C—“Post-Award Requirements,” except for:
 - (i) Section 84.22, “Payment Requirements.” Grantees shall follow the standards of §§ 85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, “Cost Sharing and Matching”;
 - (iii) Section 84.24, “Program Income.” In lieu of § 84.24, CDBG subrecipients shall follow § 570.504;
 - (iv) Section 84.25, “Revision of Budget and Program Plans”;
 - (v) Section 84.32, “Real Property.” In lieu of § 84.32, CDBG subrecipients shall follow § 570.505;
 - (vi) Section 84.34(g), “Equipment.” In lieu of the disposition provisions of § 84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), “Monitoring and Reporting Program Performance”;
 - (viii) Section 84.52, “Financial Reporting”;
 - (ix) Section 84.53(b), “Retention and access requirements for records.” Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in § 84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, “Termination.” In lieu of the provisions of § 84.61, CDBG subrecipients shall comply with § 570.503(b)(7); and
- (4) Subpart D—“After-the-Award Requirements,” except for § 84.71, “Closeout Procedures.”

[53 FR 8058, Mar. 11, 1988, as amended at 60 FR 1916, Jan. 5, 1995; 60 FR 56915, Nov. 9, 1995]

EXHIBIT D**24 Code of Federal Regulations Subpart K****TITLE 24–HOUSING AND URBAN DEVELOPMENT****SUBTITLE B–REGULATIONS RELATING TO HOUSING & URBAN DEVELOPMENT****CHAPTER V–OFFICE OF ASSISTANCE SECRETARY FOR COMMUNITY
PLANNING & DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT****PART 570–COMMUNITY DEVELOPMENT BLOCK GRANTS****Subpart K–Other Program Requirements**

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 3

Date: 2011-04-01

Original Date: 2010-04-01

Title: Subpart K - Other Program Requirements

Context: Title 24 - Housing and Urban Development. Subtitle B - Regulations Relating to Housing and Urban Development (Continued). CHAPTER V - OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. SUBCHAPTER C - COMMUNITY FACILITIES. PART 570 - COMMUNITY DEVELOPMENT BLOCK GRANTS.

Subpart K—Other Program Requirements

Source: 53 FR 34456, Sept. 6, 1988, unless otherwise noted.

§ 570.600 General.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in § 570.405 and § 570.440 with the exception of § 570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see § 570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]

§ 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996]

§ 570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

§ 570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

§ 570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decisionmaking, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§ 570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

§ 570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the "initiation of negotiations" if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term "*displaced person*-" does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term "*initiation of negotiations*" means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential antidisplacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person

may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) *Responsibility of grantee or State.* (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51760, Oct. 3, 1996]

§ 570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

§ 570.608 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§ 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

The requirements set forth in 24 CFR part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]

§ 570.610 Uniform administrative requirements and cost principles.

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128 ² (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth at § 570.502.

Footnote(s):

² See footnote 1 at § 570.200(a)(5).

[60 FR 56916, Nov. 9, 1995]

§ 570.611 Conflict of interest.

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

§ 570.612 Executive Order 12372.

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) *Applicability.* Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

§ 570.613 Eligibility restrictions for certain resident aliens.

(a) *Restriction.* Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

(b) *Covered activities.* "Covered activities" under this section means activities meeting the requirements of § 570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) *Limitation on coverage.* The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(d) *Compliance.* Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

(e) *Programs affected.* (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

[55 FR 18494, May 2, 1990]

§ 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires

the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

[60 FR 56917, Nov. 9, 1995]

EXHIBIT E**24 Code of Federal Regulations Section 570.200****TITLE 24–HOUSING AND URBAN DEVELOPMENT
SUBTITLE B–REGULATIONS RELATING TO HOUSING & URBAN DEVELOPMENT
CHAPTER V–OFFICE OF ASSISTANCE SECRETARY FOR COMMUNITY
PLANNING & DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
PART 570–COMMUNITY DEVELOPMENT BLOCK GRANTS

Subpart C–Eligible Activities**

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 3

Date: 2011-04-01

Original Date: 2010-04-01

Title: Section 570.200 - General policies.

Context: Title 24 - Housing and Urban Development. Subtitle B - Regulations Relating to Housing and Urban Development (Continued). CHAPTER V - OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. SUBCHAPTER C - COMMUNITY FACILITIES. PART 570 - COMMUNITY DEVELOPMENT BLOCK GRANTS. Subpart C - Eligible Activities.

§ 570.200 General policies.

(a) *Determination of eligibility.* An activity may be assisted in whole or in part with CDBG funds only if all of the following requirements are met:

(1) *Compliance with section 105 of the Act.* Each activity must meet the eligibility requirements of section 105 of the Act as further defined in this subpart.

(2) *Compliance with national objectives.* Grant recipients under the Entitlement and HUD-administered Small Cities programs and recipients of insular area funds under section 106 of the Act must certify that their projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Consistent with the foregoing, each recipient under the Entitlement or HUD-administered Small Cities programs, and each recipient of insular area funds under section 106 of the Act must ensure and maintain evidence that each of its activities assisted with CDBG funds meets one of the three national objectives as contained in its certification. Criteria for determining whether an activity addresses one or more of these objectives are found in § 570.208.

(3) *Compliance with the primary objective.* The primary objective of the Act is described in section 101(c) of the Act. Consistent with this objective, entitlement recipients, non-entitlement CDBG grantees in Hawaii, and recipients of insular area funds under section 106 of the Act must ensure that, over a period of time specified in their certification not to exceed three years, not less than 70 percent of the aggregate of CDBG fund expenditures shall be for activities meeting the criteria under § 570.208(a) or under § 570.208(d)(5) or (6) for benefiting low- and moderate-income persons. For grants under section 107 of the Act, insular area recipients must meet this requirement for each separate grant. See § 570.420(d)(3) for additional discussion of the primary objective requirement for insular areas funded under section 106 of the Act. The requirements for the HUD-administered Small Cities program in New York are at § 570.420(d)(2). In determining the percentage of funds expended for such activities:

(i) Cost of administration and planning eligible under § 570.205 and § 570.206 will be assumed to benefit low and moderate income persons in the same proportion as the remainder of the CDBG funds and, accordingly shall be excluded from the calculation;

(ii) Funds deducted by HUD for repayment of urban renewal temporary loans pursuant to § 570.802(b) shall be excluded;

(iii) Funds expended for the repayment of loans guaranteed under the provisions of subpart M shall also be excluded;

(iv) Funds expended for the acquisition, new construction or rehabilitation of property for housing that qualifies under § 570.208(a)(3) shall be counted for this purpose but shall be limited to an amount determined by multiplying the total cost (including CDBG and non-CDBG costs) of the acquisition, construction or rehabilitation by the percent of units in such housing to be occupied by low and moderate income persons.

(v) Funds expended for any other activities qualifying under § 570.208(a) shall be counted for this purpose in their entirety.

(4) *Compliance with environmental review procedures.* The environmental review procedures set forth at 24 CFR part 58 must be completed for each activity (or project as defined in 24 CFR part 58), as applicable.

(5) *Cost principles.* Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with OMB Circulars A-87, "Cost Principles for State, Local and Indian Tribal Governments"; A-122, "Cost Principles for Non-profit Organizations"; or A-21, "Cost Principles for Educational Institutions," as applicable.¹ All items of cost listed in Attachment B of these Circulars that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in Attachment A of such circulars and are otherwise eligible under this subpart C, except for the following:

Footnote(s):

¹ These circulars are available from the American Communities Center by calling the following toll-free numbers: (800) 998-9999 or (800) 483-2209 (TDD).

(i) Depreciation methods for fixed assets shall not be changed without HUD's specific approval or, if charged through a cost allocation plan, the Federal cognizant agency.

(ii) Fines and penalties (including punitive damages) are unallowable costs to the CDBG program.

(iii) Pre-award costs are limited to those authorized under paragraph (h) of this section.

(b) *Special policies governing facilities.* The following special policies apply to:

(1) *Facilities containing both eligible and ineligible uses.* A public facility otherwise eligible for assistance under the CDBG program may be provided with CDBG funds even if it is part of a multiple use building containing ineligible uses, if:

(i) The facility which is otherwise eligible and proposed for assistance will occupy a designated and discrete area within the larger facility; and

(ii) The recipient can determine the costs attributable to the facility proposed for assistance as separate and distinct from the overall costs of the multiple-use building and/or facility.

Allowable costs are limited to those attributable to the eligible portion of the building or facility.

(2) *Fees for use of facilities.* Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which will have the effect of precluding low and moderate income persons from using the facilities, are not permitted.

(c) *Special assessments under the CDBG program.* The following policies relate to special assessments under the CDBG program:

(1) *Definition of special assessment.* The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate, property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

(2) *Special assessments to recover capital costs.* Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

(i) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income.

(ii) Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

(3) *Public improvements not initially assisted with CDBG funds.* The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

(i) The installation of the public improvements was carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

(ii) The installation of the public improvement meets a criterion for national objectives in § 570.208(a)(1), (b), or (c); and

(iii) The requirements of § 570.200(c)(2)(ii) are met.

(d) *Consultant activities.* Consulting services are eligible for assistance under this part for professional assistance in program planning, development of community development objectives, and other general professional guidance relating to program execution. The use of consultants is governed by the following:

(1) *Employer-employee type of relationship.* No person providing consultant services in an employer-employee type of relationship shall receive more than a reasonable rate of compensation for personal services paid with CDBG funds. In no event, however, shall such compensation exceed the equivalent of the daily rate paid for Level IV of the Executive Schedule. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation.

(2) *Independent contractor relationship.* Consultant services provided under an independent contractor relationship are governed by the procurement requirements in 24 CFR 85.36, and are not subject to the compensation limitation of Level IV of the Executive Schedule.

(e) *Recipient determinations required as a condition of eligibility.* In several instances under this subpart, the eligibility of an activity depends on a special local determination. Recipients shall maintain documentation of all such determinations. A written determination is required for any activity carried out under the authority of §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.

(f) *Means of carrying out eligible activities.* (1) Activities eligible under this subpart, other than those authorized under § 570.204(a), may be undertaken, subject to local law:

(i) By the recipient through:

(A) Its employees, or

(B) Procurement contracts governed by the requirements of 24 CFR 85.36; or

(ii) Through loans or grants under agreements with subrecipients, as defined at § 570.500(c); or

(iii) By one or more public agencies, including existing local public agencies, that are designated by the chief executive officer of the recipient.

(2) Activities made eligible under § 570.204(a) may only be undertaken by entities specified in that section.

(g) *Limitation on planning and administrative costs.* No more than 20 percent of the sum of any grant, plus program income, shall be expended for planning and program administrative costs, as defined in §§ 570.205 and 570.206, respectively. Recipients of entitlement grants under subpart D of this part shall conform with this requirement by limiting the amount of CDBG funds obligated for planning plus administration during each program year to an amount no greater than 20 percent of the sum of its entitlement grant made for that program year (if any) plus the program income received by the recipient and its subrecipients (if any) during that program year.

(h) *Reimbursement for pre-award costs.* The effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later. For a Section 108 loan guarantee, the effective date of the grant agreement is the date of HUD execution of the grant agreement amendment for the particular loan guarantee commitment.

(1) Prior to the effective date of the grant agreement, a recipient may incur costs or may authorize a subrecipient to incur costs, and then after the effective date of the grant agreement pay for those costs using its CDBG funds, provided that:

(i) The activity for which the costs are being incurred is included, prior to the costs being incurred, in a consolidated plan action plan, an amended consolidated plan action plan, or an application under subpart M of this part, except that a new entitlement grantee preparing to receive its first allocation of CDBG funds may incur costs necessary to develop its consolidated plan and undertake other administrative actions necessary to receive its first grant, prior to the costs being included in its consolidated plan;

(ii) Citizens are advised of the extent to which these pre-award costs will affect future grants;

(iii) The costs and activities funded are in compliance with the requirements of this part and with the Environmental Review Procedures stated in 24 CFR part 58;

(iv) The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds;

(v) CDBG payment will be made during a time no longer than the next two program years following the effective date of the grant agreement or amendment in which the activity is first included; and

(vi) The total amount of pre-award costs to be paid during any program year pursuant to this provision is no more than the greater of 25 percent of the amount of the grant made for that year or \$300,000.

(2) Upon the written request of the recipient, HUD may authorize payment of pre-award costs for activities that do not meet the criteria at paragraph (h)(1)(v) or (h)(1)(vi) of this section, if HUD determines, in writing, that there is good cause for granting an exception upon consideration of the following factors, as applicable:

(i) Whether granting the authority would result in a significant contribution to the goals and purposes of the CDBG program;

(ii) Whether failure to grant the authority would result in undue hardship to the recipient or beneficiaries of the activity;

(iii) Whether granting the authority would not result in a violation of a statutory provision or any other regulatory provision;

(iv) Whether circumstances are clearly beyond the recipient's control; or

(v) Any other relevant considerations.

(i) *Urban Development Action Grant.* Grant assistance may be provided with Urban Development Action Grant funds, subject to the provisions of subpart G, for:

(1) Activities eligible for assistance under this subpart; and

(2) Notwithstanding the provisions of § 570.207, such other activities as the Secretary may determine to be consistent with the purposes of the Urban Development Action Grant program.

(j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real

property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

[53 FR 34439, Sept. 6, 1988, as amended at 54 FR 47031, Nov. 8, 1989; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56910, Nov. 9, 1995; 61 FR 11476, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 68 FR 56404, Sept. 30, 2003; 69 FR 32778, June 10, 2004; 70 FR 76369, Dec. 23, 2005; 72 FR 46370, Aug. 17, 2007]

EXHIBIT F**24 Code of Federal Regulations Section 85.43 and 85.44****TITLE 24–HOUSING AND URBAN DEVELOPMENT
SUBTITLE A–OFFICE OF THE SECRETARY, DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT
PART 85–ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE
AGREEMENTS TO STATE, LOCAL, AND FEDERALLY RECOGNIZED INDIAN
TRIBAL GOVERNMENTS****Reports, Records, Retention, and Enforcement**

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 1

Date: 2011-04-01

Original Date: 2011-04-01

Title: Section 85.43 - Enforcement.

Context: Title 24 - Housing and Urban Development. Subtitle A - Office of the Secretary, Department of Housing and Urban Development. PART 85 - ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS. Subpart C - Post-Award Requirements. - Reports, Records, Retention, and Enforcement.

§ 85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to debarment and suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude a grantee or subgrantee from being subject to 2 CFR part 2424 (see § 85.35).

[53 FR 8068, 8087, Mar. 11, 1988, as amended at 72 FR 73493, Dec. 27, 2007]

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 1

Date: 2011-04-01

Original Date: 2011-04-01

Title: Section 85.44 - Termination for convenience.

Context: Title 24 - Housing and Urban Development. Subtitle A - Office of the Secretary, Department of Housing and Urban Development. PART 85 - ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS. Subpart C - Post-Award Requirements. - Reports, Records, Retention, and Enforcement.

§ 85.44 Termination for convenience.

Except as provided in § 85.43 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either § 85.43 or paragraph (a) of this section.

EXHIBIT G

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Sub-recipient shall procure and maintain insurance for the duration for this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Sub-recipient, its agents, representatives, subcontractors, or employees. If Sub-recipient fails to maintain insurance acceptable to the City for the full term of this Agreement, the City may terminate this Agreement. Prior to the commencement of work under this Agreement, Sub-recipient will file with the City (who shall forward to County) an original Certificate of Insurance and all required endorsements evidencing that coverage required by this Agreement and necessary to satisfy the insurance provisions of Contract No. 18-23-0008-PFI have been complied with and are in effect. Such insurance and the certificates will be kept on deposit with the City and County during the entire term of this Agreement.

In addition, all construction subcontractors performing work on behalf of Sub-recipient pursuant to this Agreement shall be covered under Sub-recipient's insurance or shall obtain insurance subject to the same terms and conditions as set forth herein. Sub-recipient shall require that any subcontractor working for Sub-recipient have the insurance required by this section and not allow subcontractors to work if the subcontractors have less than the level of coverage required by the City under this Agreement. Sub-recipient shall provide notice of the insurance requirements to every subcontractor and must receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Sub-recipient or subcontractor through the entirety of this Agreement for inspection by City and County representatives at any reasonable time

A. Minimum Limits of Insurance

The policy or policies of insurance maintained by Sub-recipient shall provide the minimum limits and coverage as set forth herein below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including all owned, non-owned, and hired	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence

The City and County are to be added as an additional insured except for Workers' Compensation/Employers' Liability. (Endorsement must be attached to Certificate of Insurance).

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. Any deductible or self-insured retention (SIR) amount in excess of \$50,000 shall specifically be approved by the County's Executive Office/Office of Risk Management. Sub-recipient shall be responsible for reimbursement of any deductible to the insurer.

C. Acceptability of Insurers

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Insurance is to be placed with insurers with a minimum insurance company rating as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com of A- (Secure A.M. Best's Rating) and VIII (Finance Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). If the carrier is a non-admitted carrier in the State of California, the City and County retain the right to approve or reject carrier after a review of the company's performance and financial ratings.

D. Changes to Insurance

1. Insurance policy or policies shall not be changed, canceled, limited in scope of coverage or non-renewed until 30-days written notice had been given to the City and County of Orange/OC Community Services (Endorsement must be attached to Certificate of Insurance).

2. Any of the above insurance types may be increased or waived due to current insurance marketplace conditions, at the sole discretion of the City and County. In addition, the City and County retain the right to require additional insurance coverage as may be deemed appropriate to adequately protect the City and County. The requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks, which exist at the time a change in insurance is required.

3. The City shall notify Sub-recipient in writing of changes required in the insurance requirements. If Sub-recipient does not deposit copies of acceptable Certificates of Insurance and endorsements with the City within thirty (30) days of receipt of such notice, this Agreement may be in default without further notice to Sub-recipient, and City shall be entitled to all legal remedies.

E. Other Requirements

Each insurance policy required by this Agreement shall be endorsed to contain the

following provisions:

All rights of subrogation are hereby waived against City and County, their respective elective and appointed officials, officers and employees when acting within the scope of their employment or appointment, and County and their Board or Commissions, which are governed by County Board of Supervisors. (Endorsement must be attached to Certificate of Insurance).

F. Verification of Coverage

Sub-recipient shall furnish the City with original certificates and amendatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by the City before work commences. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the standard industry forms, as listed below. The City reserves the right to require Sub-recipient's insurers to provide complete, certified copies of all required insurances policies at any time.

Required ACORD Form
Notice of Policy Termination

Certificate of Liability Form 25-S(7/97)
Cancellation Section of ACORD Form 25S(7/97)
Words "endeavor to" deleted from standard wording.

Required Coverage Forms

Commercial General Liability

ISO Form CG 00 01; OR Or a substitute form providing coverage at least as broad

Business Automobile Liability

ISO Form CA 00 01, CA 00 05, CA 00 12, CA 00 02; Or a substitute form providing coverage at least as broad

Insurance information shall be submitted to:

City of Laguna Hills
General Government
Attn: James Haston, Senior Management Analyst
24035 El Toro Rd
Laguna Hills, CA 92653

For submittal also to:

County of Orange
OC Community Services
Attn: Contract Administration and Compliance
1770 North Broadway
Santa Ana, CA 92706-2642

G. Sub-Recipient Liability

The procuring of such required policy or policies of insurance shall not be construed to limit Sub-recipient's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

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

ISSUE: Approval of Cooperative Agreement MA-080-18011416 to Fund Total Maximum Daily Load (TMDL) Studies in the Newport Bay Watershed

RECOMMENDATION: That the City Council: (1) Approve Agreement MA-080-18011416 with the County of Orange, Cooperative Agreement to fund Total Maximum Daily Load Programs and related activities in the Newport Bay Watershed, and (2) Authorize the Mayor to sign and the City Clerk to attest to the Agreement.

SUMMARY:

The County of Orange, as Principal Permittee of the National Pollutant Discharge Elimination System (NPDES) Program, has requested the City's approval of Agreement MA-080-18011416 to fund Total Maximum Daily Load (TMDL) studies, and related work, associated with the Newport Bay Watershed (Watershed). The City of Laguna Hills is a small part of this Watershed and regularly provides pro-rated funding for such work. Agreement MA-080-18011416 provides the cost-sharing mechanism for the County of Orange, the Orange County Flood Control District, the Irvine Ranch Water District (IRWD), Irvine Company, Lennar Homes of California and the Newport Bay Watershed cities of Costa Mesa, Laguna Hills, Laguna Woods, Lake Forest, Newport Beach, Orange, Santa Ana, Tustin and Irvine. Laguna Hills' proportionate share of this effort is 1.0%. Approval of the Agreement is recommended.

BACKGROUND:

The Newport Bay Watershed is located in central Orange County and encompasses an area of approximately 152 square miles. Its main tributary, San Diego Creek, originates

Newport Bay TMDL Funding Agreement

August 28, 2018

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in the Santa Ana Mountains in the easternmost part of the County and flows to the Pacific Ocean. The watershed encompasses all waters draining to Newport Bay.

Newport Bay and its tributaries, including San Diego Creek and Peters Canyon Wash Channel, have been listed as impaired under the Federal Clean Water Act for nutrients, fecal coliform, metals and toxicants, including selenium and pesticides. As a result of these listings, in March and December 1999, the Santa Ana Regional Water Quality Control Board (Regional Board) adopted TMDLs for nutrients and fecal coliform within the Newport Bay Watershed. In June 2002, the United States Environmental Protection Agency established several technical TMDLs for toxicants within the Watershed, including metals, selenium and pesticides. Some of the adopted TMDLs contain requirements for studies, monitoring and the development of programs to attain pollutant reduction targets over a multi-year period. These requirements are incorporated into the County's and City's National Pollutant Discharge Elimination System (NPDES) Permit issued by the Regional Board.

Agreement D99-128, of which the City of Laguna Hills was a signatory, created the basis for compliance with the adopted TMDLs and ensured that the costs of compliance were shared equitably among the parties within the Watershed. The City of Irvine is an original participant in Agreement D99-128 along with the County of Orange, the Orange County Flood Control District, the Irvine Company, IRWD and the cities of Costa Mesa, Laguna Hills, Laguna Woods, Lake Forest, Newport Beach, Orange, Santa Ana and Tustin. Lennar Homes of California was added to the Agreement in 2006. Agreement D99-128 expired on June 30, 2012 and was replaced by Agreement D11-066. Agreement D11-066 was scheduled to expire on June 30, 2015, and was renewed under Amendment 1 for an additional three-year term ending on June 30, 2018. Agreement MA-080-18011416 is the successor to Agreement D11-066.

The cost-share mechanism in Agreement MA-080-18011415 is based on a formula derived from the National Pollutant Discharge Elimination System (NPDES) Implementation Agreement D02-048 using each jurisdiction's watershed land area and population as factors in assessing the percentage contribution. Laguna Hills' proportionate share of this effort is 1.0%.

Agreement MA-080-18011415 will continue until June 30 of the year following commencement of the term of the Agreement. The Agreement shall automatically renew each subsequent year for an annual term running July 1 to June 30 until the Agreement

Newport Bay TMDL Funding Agreement

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term ends on June 30, 2023, unless notice of termination is given in accordance with Section 13 of the Agreement.

FISCAL IMPACT:

The total budget for TMDL activities under this Agreement for FY 2018-2019 is \$1,332,597.00. The 2018-2019 cost share for Laguna Hills is \$13,326.00. Funds are available in the current fiscal year Capital Improvement Program budget, in CIP No. 410, to account for the City's cost identified in the Agreement.

ATTACHMENTS:

- Cooperative Agreement MA-080-18011416

COOPERATIVE AGREEMENT TO FUND TOTAL MAXIMUM DAILY LOAD PROGRAMS AND
RELATED ACTIVITIES IN THE NEWPORT BAY WATERSHED

THIS AGREEMENT, for purposes of identification numbered MA-080-18011416, referred to hereinafter as "Agreement", is made and entered into this ____ day of _____, 2018, by and between the County of Orange ("County"), the Orange County Flood Control District, the City of Costa Mesa, the City of Irvine, the City of Laguna Hills, the City of Laguna Woods, the City of Lake Forest, the City of Newport Beach, the City of Orange, the City of Santa Ana, the City of Tustin, Irvine Ranch Water District, and the Irvine Company. These entities are hereinafter sometimes jointly referred to as "Parties" and individually as "Party." City entities are hereinafter sometimes jointly referred to as "Cities." The Cities, County, and the Orange County Flood Control District are hereinafter sometimes jointly referred to as the "Municipal Parties."

RECITALS

WHEREAS, the California Regional Water Quality Control Board, Santa Ana Region ("Regional Board") adopted Resolution No. 98-9, as amended by Resolution No. 98-100, amending the Water Quality Control Plan for the Santa Ana River Basin ("Basin Plan") to incorporate a Nutrient Total Maximum Daily Load ("TMDL") for the Newport Bay/San Diego Creek Watershed on April 17, 1998, and Resolution 99-10 amending the Basin Plan to incorporate a TMDL for Fecal Coliform in Newport Bay on April 9, 1999, pursuant to the provisions of Section 303(d) of the Clean Water Act; and,

WHEREAS, the United States Environmental Protection Agency established technical TMDLs for toxic pollutants ("Toxics TMDLs") for San Diego Creek and Newport Bay, California, on June 14, 2002, and the Regional Board has been in the process of developing implementation plans or updating these Toxics TMDLs through separate Basin Plan processes, and, as of the end of 2017, Basin Plan amendments for Diazinon and Chlorpyrifos TMDLs and Organochlorines TMDLs have been adopted, Basin Plan amendments for selenium are in progress, and Basin Plan amendments for metals are in development; and,

WHEREAS, the Newport Bay Nutrient, Fecal Coliform, and Toxics TMDLs (collectively referred to as “Newport Bay TMDLs”) contain requirements for studies, monitoring, and the development of programs to attain TMDL targets over a multi-year period; and,

WHEREAS, the Newport Bay TMDLs are included in the National Pollutant Discharge Elimination System Municipal Stormwater Permit (“NPDES Permit”), Order No. R8-2009-0030, issued to the Municipal Parties by the Regional Board, which encourages a cooperative watershed program approach; and,

WHEREAS, the Parties entered into Agreement No. D99-128 on September 18, 2003 and subsequent amendments on July 5, 2006, March 29, 2008, and July 8, 2010, to provide funding for the studies and implementation activities related to the Newport Bay TMDLs; and,

WHEREAS, the Parties subsequently entered into Agreement No. D11-066 on June 26, 2012 as a successor to Agreement No. D99-128, with a further amendment on October 20, 2015; and,

WHEREAS, the Parties intend this Agreement as a successor to Agreement D11-066, to provide for the performance of: additional studies, research, monitoring, reporting, development and/or revision of programs related to the Newport Bay TMDLs; assessment and development of programs related to current and future Clean Water Act §303(d) listings and/or NPDES Permit requirements for watershed management plans; actions in response to threats of administrative enforcement and citizen suits; and planning, permitting, design, construction, and maintenance of TMDL pilot projects; and,

WHEREAS, the Parties have reached agreement on funding shares which are shown in Exhibit A; and,

WHEREAS, the Parties hereto share a common interest in the regulatory compliance gained through the activities to be funded and performed pursuant to this Agreement, and the Parties further acknowledge that: each Party is entering into this Agreement for such purpose; there are common issues/questions of law and fact among the Parties; it is the understanding of each Party that, in the

performance of this Agreement, as with preceding agreements to which this Agreement is successor, confidential communications protected by the attorney-client privilege and attorney work product doctrine may be disclosed among the Parties. Based on the foregoing, the parties now wish to enter into a common interest group agreement to memorialize their mutual understanding that confidential communications are to be kept confidential and protected from disclosure to the fullest extent allowed by law; and

WHEREAS, it is recognized that additional compliance efforts may be necessary and the Parties may choose to fund projects under separate agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

Section 1. PURPOSE. This Agreement is entered into for the purpose of funding and performing program activities related to the Newport Bay TMDLs, NPDES Permit requirements specific to the Newport Bay watershed, current and future Clean Water Act §303(d) listings in the Newport Bay watershed, and other related matters which may affect NPDES Permit compliance and/or enforcement within the Newport Bay watershed.

Section 2. TERM. The term of this Agreement shall commence upon approval and execution of this Agreement by all Parties or July 1, 2018, whichever is later, and shall continue until June 30, 2023.

Section 3. PROGRAM WORK PLAN. The County shall work in concert with all Parties to develop a work plan for the following fiscal year and will provide longer term financial forecasts. The work plan for the upcoming fiscal years shall be submitted to each of the Parties by January 15 of each year. The work plan may designate a Party as a lead other than the County for a work plan task(s).

Section 4. BUDGET AND COSTS. The budget for the initial 2018-19 fiscal year, subject to appropriations, is \$1,332,597 and is shown in Exhibit A. The County shall work in concert with all the Parties to develop a budget for the following fiscal years. Budgeted amounts for pilot project(s) shall not exceed \$200,000 for all pilot projects in any one fiscal year. For the following fiscal year and thereafter, a

budget shall be submitted to each of the Parties by January 15 of each year. The budget shall contain an explanation of any recommended program changes, an estimate of all planned expenditures and an estimate of the payment required from each Party for the following fiscal year.

The County shall be entitled to charge to the program all costs for direct labor, materials, equipment, and outside contract services for costs associated with carrying out the approved scope of work. Recoverable costs will also include an overhead charge.

Section 5. WORK PLAN TASK LEAD REIMBURSEMENT. The County may designate a Party as a task lead with respect to specific tasks on the operative work plan. If a Party is designated as a task lead, upon prior written authorization from County, the Party shall invoice the County for authorized expenses up to the approved budget amount for the work plan task.

Section 6. APPROVALS AND ADJUSTMENTS. The Parties shall be permitted to review and approve the budget and program work plan for the forthcoming year, review work products, and provide direction for performance of the work plan. The Parties shall be notified of the intent to issue contracts to perform the program work plan, shall be permitted to participate in the preparation and review of the scope of work for such contracts, and to serve on the committee evaluating consultant qualifications/proposals subject to the requirements of the County of Orange Contract Policy Manual. Criteria for approval of the work plan and budget shall be affirmative responses from Parties representing ninety percent (90%) of the funding shares in Exhibit A and 12 of the 13 Parties. The County and Orange County Flood Control District will constitute one approving Party. Any Party not providing a response by July 15 of each year shall be considered as rendering an affirmative response.

Criteria for approval of adjustments to scopes of work shall be the same as for the approval of the work plan and budget.

Section 7. FUNDING SHARE PERCENTAGES. Exhibit A, which is attached to this Agreement and by this reference is made a part hereof, presents the funding share percentages for the Parties for the term of the Agreement and the costs for the Parties for fiscal year 2018-19.

Section 8. PAYMENTS. For the initial year of the Agreement, the County shall invoice each Party for its deposit either at the beginning of the fiscal year or thirty (30) days after approval of the Agreement, whichever is later. In following years, the County shall invoice each Party for its annual deposit at the beginning of each fiscal year. Each Party shall pay the deposit within 45 calendar days of the date of the invoice. Each Party's deposit shall be based on its prorated share of the approved annual budget, reduced by the sum of (a) its prorated share of any surplus identified in the prior fiscal year end accounting, and (b) its prorated share of any funding provided for programs in the approved budget from entities not party to this Agreement.

Interest earned on the Parties' deposits will not be paid to the Parties, but will be credited against the Parties' share of the program costs.

The County shall notify each of the Parties if it appears that costs may exceed the budget approved by the Parties in any fiscal year. The County shall prepare a fiscal year end accounting within 60 calendar days of the end of the fiscal year. If the fiscal year end accounting results in costs (net of interest earnings) exceeding the sum of the deposits, and the County has notified and obtained approval from the Parties of potential cost overruns, the County shall seek approval of the excess cost from the Parties in the form of a revised budget and, upon approval, shall invoice each Party for its prorated share of the excess cost up to the amount of the revised approved budget. Each Party shall pay the billing within 45 calendar days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits will carry forward to reduce the billings for the following year. The fiscal year end accounting results and associated invoices for each Party will take into consideration any outside funding provided for programs in the approved budget from entities not party to this Agreement.

Upon termination of the program, a final accounting shall be performed by the County. If costs remaining after the deduction of interest costs exceed the sum of the deposits, the County shall invoice each Party for its prorated share of the deficit. Each Party shall pay the invoice within 45 calendar days of

the date of the invoice. If the sum of the deposits, including interest, exceeds the costs, the County shall reimburse to each Party its prorated share of the excess, within 45 calendar days of the final accounting.

Section 9: CONFIDENTIAL COMMUNICATIONS

a. The term Confidential Communications shall mean all communications, regardless of form, including documents and oral or written communications, whether prepared by the Parties or by consultants or experts retained by any Party, exchanged by or among the Parties, their non-employee consultants or experts, and/or their counsel, that are: (i) related to the purpose and/or performance of this Agreement; and (ii) privileged or protected from disclosure to adverse or other persons by reason of the attorney-client privilege, the attorney work product doctrine, or the common interest and/or joint defense privilege. The term Confidential Communications does not include any publicly available information.

b. The Parties agree that the disclosure of Confidential Communications between or among the Parties or their counsel will not diminish the confidentiality of such materials or constitute waiver of any applicable privilege or protection from disclosure. The Parties intend that all Confidential Communications shall be protected from disclosure and discovery, to the fullest extent allowed by law, including under the common interest and/or joint defense privileges. Inadvertent disclosure of Confidential Communications to third parties shall not constitute waiver of any applicable privilege, and shall be entitled to the fullest protection under the law, including the triggering of ethical obligations for the recipient(s) to return such inadvertently disclosed Confidential Communications.

c. The Party providing or disclosing any Confidential Communications to another party to this Agreement, pursuant to this Agreement, shall mark it as: "PRIVILEGED AND CONFIDENTIAL PURSUANT TO AGREEMENT NO. MA-080-18011416." Communications marked in this or substantially similar manner shall be Confidential Communications. The failure to so mark such communications, however, will not diminish the confidentiality of such communications or constitute waiver of any applicable privilege or protection from disclosure.

- d. Confidential Communications shall be held in confidence by the Parties, unless disclosure is required by law or court order. Each Party shall take reasonable and appropriate measures to prevent inadvertent disclosures of Confidential Communications to third parties. In the event any Party receives a third-party request or demand for Confidential Communications marked "PRIVILEGED AND CONFIDENTIAL PURSUANT TO AGREEMENT NO. MA-080-18011416," per section 9.c., or bearing the name of one or more attorneys for any Party, prior to the release of any such Confidential Communications, the receiving Party shall notify all other Parties that such a request or demand has been received, so that the other Parties have the opportunity to seek a protective order or other relief. In the event any Party receives a third-party request or demand for Confidential Communications that are not marked per section 9.c. and do not bear the name of any attorney for any Party, prior to the release of such Confidential Communications, the receiving Party shall endeavor to notify all other Parties, so that the other Parties have the opportunity to seek a protective order or other relief.
- e. To the extent allowed by law, the obligations of the Parties under this Section 9 shall survive the termination of this Agreement and shall remain in full force and effect.
- f. Neither this Agreement nor the actions of any Party or counsel to a Party shall create any attorney-client relationship between any counsel and any Party that have not otherwise entered into an attorney-client relationship.

Section 10. ADDITIONAL PARTIES. It is recognized that there may be other parties who wish to participate in and provide funding for the activities described in this Agreement. Nothing in this Agreement is intended to preclude additional participants being added by written amendment as parties to this Agreement pursuant to Section 11. Exhibit A will be revised to add funding share percentage(s) for the additional party(ies) and proportionately reduced percentage shares for the Parties.

Section 11. AMENDMENT. This Agreement may be amended in writing only with the unanimous written approval of the parties.

Section 12. LIABILITY. It is mutually understood and agreed that, merely by the virtue of entering into this Agreement, each Party neither relinquishes any rights nor assumes any liabilities for its own actions or the actions of other Parties. It is the intent of the Parties that the rights and liabilities of each Party shall remain the same, while this Agreement is in force, as it was before this Agreement was made, except as otherwise specifically provided in this Agreement.

Section 13. TERMINATION. Any Party wishing to terminate its participation in this Agreement shall so notify all other Parties in writing by March 1 of any year. Such termination shall be effective the following June 30. The terminating Party shall be responsible for financial obligations hereunder to the extent incurred in accordance with this agreement by the Party prior to the effective date of termination. The balance of the Parties may continue in the performance of the terms and conditions of this Agreement with a proportionate reallocation of the terminating Party's cost share in Exhibit A among the remaining Parties.

Section 14. AVAILABILITY OF FUNDS. The obligation of each Party is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the Parties to expend or as involving the Parties in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.

Section 15. NO THIRD PARTY BENEFICIARIES. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person (except the Parties hereto and any entity in which a Party has a legal interest (such as, but not limited to, a limited liability membership interest or a partnership interest), and any permitted successors or assigns of a Party) any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions herein contained. This Agreement and any conditions and provisions hereof is intended to be and is for the sole and exclusive benefit of the Parties and the entities in which they have a legal interest and their successors or assigns and for the benefit of no other person, agency or entity.

Section 16. REFERENCE TO CALENDAR DAYS. Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

Section 17. ATTORNEY’S FEES. In any action or proceeding brought to enforce or interpret any provision of this Agreement, or where any provision hereof is asserted as a defense, each Party shall bear its own attorney’s fees and costs.

Section 18. ENTIRE AGREEMENT. This Agreement is intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such matter.

Section 19. SEVERABILITY. If any part of this Agreement is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 20. SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

Section 21. NOTICES. All notices required or desired to be given under this Agreement shall be in writing and (a) delivered personally, or (b) sent by certified mail, return receipt requested or (c) sent by electronic mail followed by a mailed copy, to the addresses specified below, provided each Party may change the address for notices by giving the other Parties at least ten (10) days written notice of the new address. Notices shall be deemed received when actually received in the office of the addressee or when delivery is refused, as shown on the receipt of the U.S. Postal service, or other person making the delivery, except that notices sent by electronic mail shall be deemed received on the first business day following transmission.

Director of Public Services
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200
Facsimile: (714) 754-5028

Director of Community Development
City of Irvine
P.O. Box 19578
Irvine, CA 92623-9578
Facsimile: (949) 724-6440

Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Facsimile: (949) 707-2633

Director of Community Development
City of Laguna Woods
24264 El Toro Road
Laguna Woods CA 92637
Facsimile: (949) 639-0591

Director of Public Works
City of Lake Forest
25550 Commercentre Dr. Suite 100
Lake Forest, CA 92630
Facsimile: (949) 461-3511

Director of Public Works
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Facsimile: (949) 644-3308

Director of Public Works
City of Orange
300 E. Chapman Ave
Orange, CA 92866
Facsimile: (714) 744-5573

Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M21)
Santa Ana, CA 92702
Facsimile: (714) 647-5635

Director of Public Works
City of Tustin
300 Centennial Way
Tustin, CA 92780
Facsimile: (714) 734-8991

Director, OC Public Works
County of Orange
300 N. Flower Street
Santa Ana, CA 92702-4048
Facsimile: (714) 834-2395

Executive Director of Water Policy
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618
Facsimile: (949) 453-0228

Vice President of Environmental Affairs
The Irvine Company
550 Newport Center
Newport Beach, CA 92658-8904
Facsimile: (949) 720-2448

Section 23. EXECUTION OF AGREEMENT. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument.

Section 24. GOVERNING LAW AND VENUE. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394 or any other provision of law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first
above written:

COUNTY OF ORANGE,
a political subdivision of the State of
California

Date: _____

By: _____
Chairman of the Board of Supervisors

ORANGE COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By: _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD.

Date: _____

By _____
Robin Stieler
Clerk of the Board of Supervisors of
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL

By _____
Deputy

Date: _____

Attachment: Cooperative Agreement MA-080-18011416 (1648 : Newport Bay TMDL Funding Agreement)

CITY OF COSTA MESA

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Costa Mesa

CITY OF IRVINE

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Irvine

CITY OF LAGUNA HILLS

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Laguna Hills

Attachment: Cooperative Agreement MA-080-18011416 (1648 : Newport Bay TMDL Funding Agreement)

CITY OF LAGUNA WOODS

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Laguna Woods

CITY OF LAKE FOREST

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Lake Forest

Attachment: Cooperative Agreement MA-080-18011416 (1648 : Newport Bay TMDL Funding Agreement)

CITY OF NEWPORT BEACH

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Newport Beach

CITY OF ORANGE

Date:_____

By:_____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Orange

Attachment: Cooperative Agreement MA-080-18011416 (1648 : Newport Bay TMDL Funding Agreement)

ATTEST:

CITY OF SANTA ANA

City Clerk_____
RAUL GODINEZ II
City Manager

APPROVED AS TO FORM:

SONIA CARVALHO
City AttorneyBy:_____
John M. Funk
Assistant City Attorney

CITY OF TUSTIN

Date:_____

By:_____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Tustin

Attachment: Cooperative Agreement MA-080-18011416 (1648 : Newport Bay TMDL Funding Agreement)

THE IRVINE RANCH WATER DISTRICT

Date: _____

By: _____
General Manager

Approved as to Form

Date: _____

By: _____

Name: _____

Title: _____

THE IRVINE COMPANY

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A - FUNDING SHARES*

PARTIES	FUNDING SHARE PERCENTAGES	FISCAL YEAR 2018-19 BUDGET
Costa Mesa	4.00	\$53,304
County of Orange	9.00	\$119,934
Irvine	29.00	\$386,453
Laguna Hills	1.00	\$13,326
Laguna Woods	1.00	\$13,326
Lake Forest	6.00	\$79,956
Newport Beach	9.00	\$119,934
Orange	1.00	\$13,326
Santa Ana	9.00	\$119,934
Tustin	6.00	\$79,956
Orange County Flood Control District	10.00	\$133,260
Irvine Ranch Water District	7.50	\$99,944
Irvine Company	7.50	\$99,944
Total	100.00	\$1,332,597

*Funding shares are based on a consideration of land area and population, an equal split for some compliance responsibilities, and a minimum share of one percent.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: 22ND Annual Inner-Coastal & Watershed Cleanup Day

RECOMMENDATION: That the City Council declare September 15, 2018, as Inner-Coastal & Watershed Cleanup Day and encourage volunteer participation in this event.

SUMMARY:

The “Inner-Coastal & Watershed Cleanup Day,” is held in conjunction with the Annual Coastal Cleanup Day and is scheduled this year for September 15, 2018. This event brings together residents and volunteers to increase water quality awareness and to remove trash and debris within the Aliso Creek watershed. The City of Laguna Hills staff proposes to organize volunteers and direct efforts to clean up the City Wetlands along Alicia Parkway, from Via Lomas to Laguna Court, and the Southern California Edison open space and trail behind Laguna Hills High School from Alicia Parkway to Indian Hill Lane. It is recommended that the City Council support and declare September 15, 2018 as Inner-Coastal & Watershed Cleanup Day and encourage volunteer participation in the event.

BACKGROUND:

Trash and debris in our inner-coastal waterways, including local creeks that empty into the ocean, have been determined to be contributors of litter into the Pacific Ocean. This may cause the ocean waters to be unhealthy for swimming and other recreational water activities; and it can also be harmful to marine life. Annually, a statewide volunteer effort is organized to clean-up the creeks, watersheds, and coastline. This

22ND Annual Inner-Coastal & Watershed Cleanup Day

August 28, 2018

Page 2

year, the 22nd Annual Inner-Coastal & Watershed Cleanup Day is being held in conjunction with the Annual California Coastal Cleanup Day on September 15, 2018. One of the objectives of the Cleanup Day is to raise awareness of water quality issues amongst the public. It is also a great opportunity for residents to volunteer to clean up the community and preserve its beauty.

The City of Laguna Hills has regularly participated in this statewide effort to diminish litter from entering the ocean and to help clean up the community. Laguna Hills has participated in this event since 2004. City Staff and volunteers will meet at the Community Center and then clean up a portion of the City Wetlands along Alicia Parkway, from Via Lomas to Laguna Court, and the Southern California Edison open space and trail behind the High School on September 15, 2018, from 9:00 a.m. to Noon. In 2017, 30 volunteers collected approximately 350 pounds of trash and recyclables at this event. The City of Laguna Hills' announcement of this year's Clean-up Day is attached to this report.

FISCAL IMPACT:

The City has provided a \$750 sponsorship to Trails4All in support of this event and approximately eight staff hours will be necessary to coordinate the volunteer efforts at the site location on the day of the event. Funds are available for this event in the 2018/2019 Fiscal Year Budget.

ATTACHMENTS:

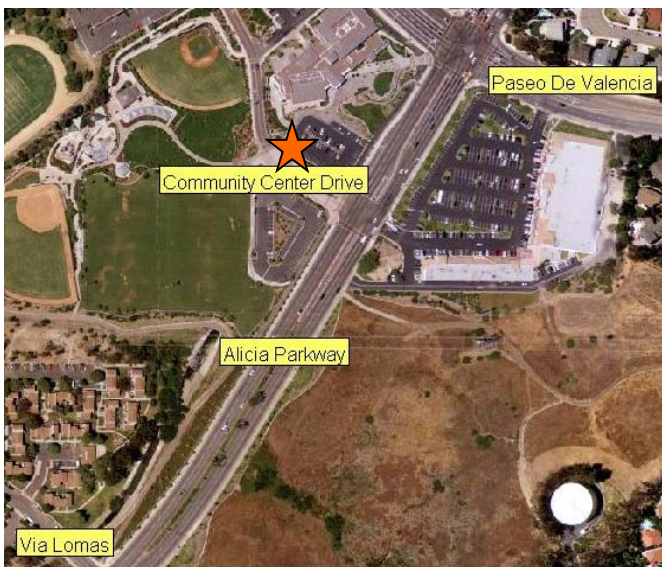
- 22nd Annual Inner-Coastal Cleanup Announcement



The City of Laguna Hills

22nd Annual Inner-Coastal & Watershed Cleanup Day

- What:** A day for you and your family to help clean our local creeks, watersheds & trails and preserve the beauty of our community.
- When:** Saturday, September 15, 2018 9:00 a.m. - 12:00 p.m.
- Where:** Laguna Hills Community Center (Meeting Location)
25555 Alicia Parkway, Laguna Hills, CA 92653
- Who:** Volunteers / Community Groups / Residents / Families



Laguna Hills Community Center

Directions: From Interstate 5, exit Alicia Parkway and turn west. Travel to Community Center Drive and turn right. Turn left into the parking lot.

★ = Meeting location. Look for the booth setup in the parking lot.

For more information please visit www.ci.laguna-hills.ca.us or contact the Public Services Department at (949) 707-2657. Individuals and groups may pre-register by email to ashah@lagunahillsca.gov or online at http://www.coastkeeper.org/laguna_hills_watershed_cleanup



ORANGE COUNTY STORMWATER
POLLUTION PREVENTION PROGRAM.
"THE OCEAN BEGINS AT YOUR FRONT DOOR"

Wear appropriate clothes including closed-toe shoes or hiking boots (no sandals or open toed shoes). Bring gardening or work gloves if you have them. **Remember your sunscreen and a hat!**

This event is held in conjunction with California Coastal Clean-up Day.

Come join your neighbors in helping to keep our Community beautiful!



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

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

ISSUE: Modification of On-Street Parking on Santa Vittoria Drive Northerly of Ridge Route Drive

RECOMMENDATION: That the City Council: (1) Find and determine that the proposed parking restriction is not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly, and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing no parking anytime zones on the westerly side of Santa Vittoria Drive at 1) 20 feet southerly of Camino Jalisco (south) (private street) and 2) from 173 feet to 193 feet southerly of Camino Jalisco (south)".

SUMMARY:

Residents of the Laguna Village Community recently contacted Staff regarding concerns of sight distance constraints at Camino Jalisco (south), a private street, and an adjacent driveway access to the private "Tennis Court Parking Lot" northerly of Ridge Route Drive. Staff initiated a review of this matter and determined the current site conditions necessitate restricting vehicle parking to improve driver sight distance along the westerly side of Santa Vittoria Drive for 20 feet southerly of Camino Jalisco (south) and for an additional 20 feet northerly of the Tennis Court Parking Lot driveway, otherwise located from 173 feet to 193 feet southerly of Camino Jalisco (south), both as shown on the attached vicinity map. The Traffic Commission, at its July 18, 2018 meeting,

Modification of On-Street Parking on Santa Vittoria Drive Northerly of Ridge Route Drive
August 28, 2018
Page 2

recommended the approval of the proposed No Parking Anytime zones at these locations.

BACKGROUND:

Santa Vittoria Drive, between Ridge Route Drive and Lake Forest Drive, is a two-lane collector roadway. On street parking is prohibited along limited portions of Santa Vittoria Drive, and the posted speed limit is 30 mph.

Recently, staff was contacted by residents of the Laguna Village Community regarding sight distance limitations on the westerly side of Santa Vittoria Drive immediately adjacent to Camino Jalisco (south), a private street, and the community's Tennis Court Parking Lot driveway northerly of Ridge Route Drive. Staff reviewed the resident's concern, and upon performing a site evaluation, determined that restricting parking in these locations will improve sight distance for exiting vehicles. It is recommended that no parking regulations be established at 20 feet southerly of Camino Jalisco (south) and at 20 feet northerly of the Tennis Court Parking Lot driveway, otherwise located from 173 feet to 193 feet southerly of Camino Jalisco (south), both as identified on the attached vicinity map. These no parking zones will provide appropriate sight distance for vehicles given the physical conditions of Santa Vittoria Drive.

The Traffic Commission, at the meeting of July 18, 2018, recommended to the City Council approval of the two proposed No Parking Anytime zones for the enhancement of vehicular sight distance. The Laguna Village HOA and residents who contacted staff were notified of this matter being on the City Council agenda.

The residents also met with Assistant City Manager/Public Services Director, Kenneth Rosenfield, regarding concerns of speeding, traffic collisions and oversized vehicle parking along other portions of Santa Vittoria Drive. The residents submitted photographs along with multiple statements expressing similar concerns from other residents unable to attend the meeting. Staff has initiated a traffic engineering evaluation to review these concerns and has notified the OC Sheriff's Department regarding oversized vehicle parking and traffic speed concerns for enforcement. The results of the evaluation are currently scheduled to be presented at the September 19, 2018 meeting of the Traffic Commission.

Modification of On-Street Parking on Santa Vittoria Drive Northerly of Ridge Route Drive
August 28, 2018
Page 3

CEQA FINDINGS:

The establishment of “No Parking Anytime” zones is not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT:

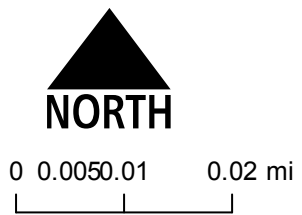
The installation of two “No Parking, Here to Corner” signs have an anticipated cost of \$200. Funds are available for this work in the 2018-19 Fiscal Year Public Works Maintenance Budget.

ATTACHMENTS:

- Vicinity Map
- Resolution



Attachment: Vicinity Map (1647 : Modification of On-Street Parking on Santa Vittoria Drive Northerly of Ridge Route Drive)



VICINITY MAP - SANTA VITTORIA DRIVE



RESOLUTION NO. 2018-08-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NO PARKING ANYTIME ZONES ON THE WESTERLY SIDE OF SANTA VITTORIA DRIVE AT 1) 20 FEET SOUTHERLY OF CAMINO JALISCO (SOUTH) (PRIVATE STREET) AND 2) FROM 173 FEET TO 193 FEET SOUTHERLY OF CAMINO JALISCO (SOUTH).

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

WHEREAS, Santa Vittoria Drive is a two-lane collector roadway between Ridge Route Drive and Lake Forest; and

WHEREAS, residents of the community requested modification of a current parking zone on Santa Vittoria Drive for the enhancement of vehicular sight distance; and

WHEREAS, it has been determined by City staff that restricting parking on the westerly side of Santa Vittoria Drive for 1) 20 feet southerly of Camino Jalisco (south) (Private Street) and 2) from 173 feet to 193 feet southerly of Camino Jalisco (south) (20 feet northerly of the "Tennis Court Parking Lot" driveway) will improve sight distance for exiting vehicles; and

WHEREAS, the Traffic Commission, at its regularly scheduled meeting of July 18, 2018, recommended to the City Council the establishment of the two aforementioned "No Parking Anytime" zones on Santa Vittoria Drive to address sight distance for vehicles; and

WHEREAS, pursuant to Vehicle Code Section 22507, the parking of any type of vehicle on certain streets or highways may be prohibited or restricted by a general law city, during all or certain hours of a day, where signs or markings giving adequate notice of such regulations have been placed.

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

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

SECTION 2. There is hereby established “No Parking Anytime Zones” on the westerly side of Santa Vittoria Drive at 1) 20 feet south of Camino Jalisco (south) (Private Street) and 2) from 173 feet to 193 feet southerly of Camino Jalisco (south) (20 feet northerly of the “Tennis Court Parking Lot” driveway).

SECTION 3. The Director of Public Services/City Engineer is hereby directed to and shall cause signs and markings to be placed giving notice of such parking restrictions as necessary to implement the parking restrictions established herein.

SECTION 4. The parking restrictions established in this resolution shall become effective upon posting of the required signage in accordance with Vehicle Code section 22507.

SECTION 5. The City Council finds and determines that the “No Parking Anytime” zones hereby established are not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 28th day of August 2018.

MELODY CARRUTH, 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. 2018-08-28-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 28th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

FROM: Dan Meehan
Community Services Superintendent

ISSUE: 2018 Memorial Day Race Post Event Report and a Resolution Authorizing Community Assistance Funding for the 3/5 Marine Support Committee

RECOMMENDATION: That the City Council: (1) Receive and file the report, and (2) Adopt a Resolution entitled: "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."

SUMMARY:

The 20th annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, honoring the USMC Dark Horse Battalion took place on Monday, May 28, 2018. Three thousand, three hundred seventy runners (3,370) participated in the event. A number of Marines ran in the half marathon again this year, which along with the 5K and 10K, was led from the start line by Grand Marshall Sgt. Michael Spivey. A highlight of the community expo for 2018 was the presence of Marines along with a number of static displays. Total 2018 event expenditures, including staff time, were \$205,283 and event revenues totaled \$195,769. At its November 22, 2011, meeting, the City Council selected a pledge formula of \$3 per paid 5K, 10K, and half marathon participant for the continued funding assistance to the 3rd Battalion, 5th Marines, 1st Division Support Committee (3/5 Marine Support Committee). Based on this pledge formula, \$9,264 may be provided to the 3/5 Marine Support Committee by the adoption of the attached community assistance funding resolution.

BACKGROUND:

2018 Post Race Event Report:

The 20th annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K honoring the USMC Dark Horse Battalion took place on Monday, May 28, 2018. Three thousand, three hundred seventy (3,370) participants registered for the 2018 event, with more than eighty percent (80%) utilizing the internet to register. Approximately two hundred-sixty (260) registrations were accepted in person during the pre-registration and packet pick-up that took place at Road Runner Sports on Saturday, May 26 and Sunday, May 27 between the hours of 11:00 a.m. and 4:00 p.m. Another one hundred and seventy four (174) runners registered in person on the morning of the event. Table 1 below lists registration numbers by local City. There were one hundred and sixteen (116) out of state race registrants, and eight (8) runners from other countries that participated in the race event.

Table 1: Registration totals by City

City	Total Registrations
Laguna Hills	256
Aliso Viejo	191
Mission Viejo	177
Irvine	173
Laguna Niguel	140

The City of Laguna Hills and South County Outreach again partnered in a food drive over the Memorial Day Weekend. Race participants and spectators were encouraged to bring canned goods and non-perishable food items to benefit South County Outreach. Collection stations were available at the race start line, in the community expo, and at Road Runner Sports during registration and pre-race packet pick-up. Approximately three hundred pounds of food were collected. In addition, a portion of the proceeds from the sales of beer garden tickets, a total of \$500, were donated to South County Outreach.

A highlight of the community expo for 2018 was the presence of the Marines from the 1st Division. At the request of the 3/5 Marine Support Committee, a number of static displays were brought to the event. The public was able to sit in the vehicles and

interact with the Marines. Grand Marshall Sgt. Michael Spivey, a wounded warrior that had served with the 3/5 Marine Battalion in Afghanistan, helped start the races at 7:00am before running the 10K with his wife. The Color Guard from the OCSD was also on hand to present the nation's colors prior to the start of the races.

Resolution for Community Assistance:

As the City Council will recall, at its November 22, 2011 meeting, the City Council selected the option of a pledge formula based on the Memorial Day Race registration revenues for the purpose of providing future financial assistance to the 3/5 Marine Support Committee. The pledge formula approved by the City Council was \$3.00 per paid 5K, 10K, and half marathon race participant. Applying this pledge formula to the total of 3,088 paid race participants, the available community assistance funding for the 3/5 Marine Support Committee is \$9,264. Direction from the City Council at the November 22, 2011, meeting was to also require the 3/5 Marine Support Committee to provide a report to the City Council on the anticipated use of the funds. Attached to this staff report is a letter from the 3/5 Marine Support Committee stating its intentions for the use of the \$9,264 in community assistance.

A draft resolution is also attached to this staff report for the City Council's consideration and approval to authorize community assistance funding in the amount of \$9,264 for the 3/5 Marine Support Committee.

FISCAL IMPACT:

The 2018 Memorial Day Race event budget for direct expenditures is \$184,000 with a budget forecast for event sponsorships and registration revenue totaling \$174,600. Provided in Table 1, are the actual direct expenses of the event at \$185,746 with the actual revenue at \$195,769. Including staff costs, the total expenses for the event were \$205,283.

If the City Council approves the community assistance resolution, \$9,264 will be provided to the 3/5 Marine Support Committee from the City's General Fund for Community Assistance funding. As a result, the 2018 Total Event Expenses would be revised to \$214,547.

2018 Post Event Report
 August 28, 2018
 Page 4

Table 2: 2018 Event Expense and Revenue Summary:

	\$ Amount
A) Event Revenue:	
Race Registrations	164,244
Sponsors	27,500
Expo Vendors	4,025
Total Revenue	195,769
B) Event Direct Expenses:	
Permits	1,184
Advertising	8,433
Graphics	5,129
Miscellaneous (<i>Truck rentals, Scaffolding</i>)	16,155
Race Shirts/Awards/Bibs/Food	41,964
Services	88,060
Expo	8,924
Police Services	15,897
Total Event Direct Expenses	185,746
C) Direct Expenses (over)/under Revenue	10,023
D) Event Staff Expenses:	
Planning (pre-event)	12,520
Pre-packet Pickup	895
Event Day	6,122
Total Staff Expenses	19,537
E) Total Event Expenses	205,283
F) Total Event Expenses (over)/under Revenue	(9,514)

2018 Post Event Report
August 28, 2018
Page 5

ATTACHMENTS:

- Resolution
- TDH Letter 2018

RESOLUTION NO. 2018-08-28-X

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

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

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

WHEREAS, at the November 22, 2011, City Council meeting, the City Council directed staff to prepare an authorizing resolution for community assistance funding for the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California nonprofit corporation, based on a \$3.00 per paid 5K, 10K, and half marathon event participant after the conclusion of each Laguna Hills Memorial Half Marathon 10K & 5K Honoring the United States Marine Corps Dark Horse Battalion event; and,

WHEREAS, applying the foregoing community assistance funding formula to the total of 3,088 paid runners that participated in the 2018 Laguna Hills Memorial Half Marathon 10K & 5K Honoring the United States Marine Corps Dark Horse Battalion event brings the proposed community assistance funding total to \$9,264; and,

WHEREAS, through the adoption of this Resolution, a majority of the City Council desires to make public purpose findings in order to authorize the expenditure of community assistance funding to the 3rd Battalion, 5th Marines, 1st Division Support Committee in consideration of the work and services the Support Committee provided to enhance the quality of the 2018 Laguna Hills Memorial Half Marathon 10K & 5K Honoring the United States Marine Corps Dark Horse Battalion event.

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

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

SECTION 2. The City Council hereby authorizes and directs that the City provide community assistance funding in the amount of \$9,264 to the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California nonprofit corporation.

SECTION 3. The City Council hereby finds and determines that the expenditure of community assistance funding in the Fiscal Year 2017/18 Operating Budget to the 3rd Battalion, 5th Marines, 1st Division Support Committee as authorized herein fulfills a public purpose and provides a direct public benefit to the residents of the City of Laguna and surrounding community.

PASSED, APPROVED, AND ADOPTED this 28th day of August 2018.

MELODY CARRUTH, 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. 2018-08-28- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 28th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution (1653 : 2018 Post Event Report)

**From: 3rd Battalion, 5th Marines, 1st Division Support Committee
dba Laguna Hills Team Darkhorse**

To: Laguna Hills City Council Members and Staff

Subject: Anticipated use of funds donated by the City of Laguna Hills from the Memorial Day Races on May 28, 2018

2018 marked the 8th year that the Laguna Hills Memorial Day Half Marathon 5 and 10K Race was named in honor of the city's adopted 3rd Battalion, 5th Marines; the 6th year that Team Darkhorse invited and sponsored a prior wounded Combat veteran to serve as the event's Grand Marshal; and the 5th year that tribute banners honoring the 25 Marines killed in action were displayed along the race route as well as in the Team Darkhorse Memorial Booth.

Although Team Darkhorse receives donations from private individuals, a large portion of our annual budget is met by the city donation from the race, and as appropriate, a significant portion of that city donation is used to cover events and programs connected to the Memorial Day weekend.

In addition, because we want to assure donors that their contribution will be 100% allocated to our support programs for the Marines, a portion of the city donation will be used to cover our annual administrative expenses and any marketing expenses we incur. All of the work we do is done by volunteers, and many times materials or supplies are donated as well. Nevertheless, there are some other expenses as indicated below. We were able, this year, to find a reduced rate indemnity Insurance policy as can noted below.

ADMINISTRATIVE COSTS: (all amounts are estimates or rounded to nearest \$10.00)

Indemnity Insurance	\$ 800.00
Storage Unit	\$1200.00
Website Domain	\$ 300.00
Printing /Postage	\$ 200.00
Chamber of Commerce	\$ 200.00
TOTAL	\$2700.00

MEMORIAL DAY EVENTS:

Runners Sponsored - Marines, Gold Star families)	\$1500.00
Grand Marshal Grant Check	\$1500.00
Lunch provided for 23 volunteer Marines	\$ 460.00

Hotel Rooms for out of town Gold Star family Members, prior Grand Marshals, Grand Marshal	\$1500.00
TOTAL	\$4960.00
MARKETING EXPENSES	\$1500.00

Marketing expenses can and have included promotional materials such as video for our website, lapel pins, and tee shirts. The costs of most promotional materials are eventually recovered through suggested donations at our booth where we display the items on Memorial Day and July 4th

In addition to the above administrative costs and expenses associated with the Memorial Day events and activities, we intend to continue the basic support programs below.

We determine what and how best to support the junior Marines and their families through close communication with the Command and the Family Readiness Officer. The Command itself has protocol to follow regarding the funds and support we give, and these rules are directed at ensuring that what we do is always to support the Marines on the lowest pay grade levels, so that our support is directed at those who need it most.

MARINE OF THE QUARTER/NON COMMISSIONED OFFICER OF THE QUARTER

The Command Team selects one Marine and one NCO each quarter, and Marine Corps rules allow us to support this program with a check up to \$250.00 each honored Marine. Our ability to support this program is much appreciated by the Marines and the Command Team because it lends even greater weight to the honor and the motivation to achieve it. We have set our contribution level at \$150.00 each, which is a greatly appreciated award for the junior Marines.

Annual Budgeted amount:	\$1200.00
OTHER SUPPORT PROGRAMS	variable

Other support programs funded by city donation can and have included provision of snacks at deployments and homecomings; ceremonial cake at Changes of Command; support for an annual Children's Birthday Ball; and provisions for family day on base.

It should be noted that in addition to the funds provided by the city, Team Darkhorse makes effort to raise funds on our own, through outreach, publicity, personal contacts and events. These efforts are dependent upon the available time,

schedules and numbers of participants on our committee, and can vary each year. Through these efforts, we have been able to provide other support such as grant checks to prior wounded combat veterans experiencing temporary crises or financial setbacks, defrayed costs of Marine Corps ball for junior enlisted Marines, and provided Target Gift Cards for single Marines at the annual Christmas party.

Each year these collaborative efforts between the city, Renegade Racing and Team Darkhorse have increased the visibility of our city race on social media, and the reputation among the participants and the Marines themselves of our city as one which honors the true meaning, spirit and people for which Memorial Day was created. More importantly, our city has made a significant difference in the morale, spirit and admiration of accomplishment our veterans feel from the citizenry they served. We have witnessed this in the comments we see on social media, the emails and personal comments we read and hear from Marines and veterans, and the consistency with which veterans and Gold Star family members return to run the race. Among the runners this year were two MC Colonels, and the current CO LtCol Hollopeter, and more than 20 Gold Star family members.

Here are excerpts from just a few we received this year:

“You and all of Team Darkhorse are a special group of people and you must know that what you all do for us and our Marines is truly amazing. LtCol Hollopeter has said it before and I will echo his sentiments in that we are only in 3/5 for a finite amount of time, and therefore we are just a small portion of a much larger population of 3/5 Marines and the events of this weekend are a great reminder of this. As Team Darkhorse, you all are the continuity for the battalion as we may only have an opportunity to serve 2-4 years in the battalion before we move along, so you all deserve the thanks for preserving the legacy of the battalion and maintaining continuity with the Laguna Hills community!” -- Major Tyler J. Anthony, Executive Officer 3rd Battalion, 5th Marines

“Thanks very much for the kind words, the day was long but reinvigorated me beyond what I thought possible. Thanks again for what Team Darkhorse and the City of Laguna Hills has done and does for 3/5 and our veterans. It is truly priceless.” -- Colonel Jason Morris - former Commanding Officer of 3/5

“I just wanted to let you all know how much I appreciate what you do to serve and acknowledge our Marines. My son spent eight years in 3/5 so I’m very familiar with their deployments and their losses. Im currently in the area from out of town and noticed the posters honoring the Marines lost in our recent wars. I am very grateful that you are honoring them and keeping our memories alive. Thank you for the important work you do. Sincerely, Donna Smith”

With the City's help, we look forward to another year of fulfilling the implied promise of the City's adoption of 3rd Battalion, 5th Marines.

Respectfully submitted,

Karen L. Robbins
President



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Resolution Amending and Restating City Council Policy No. 315 Related to the City's Tree Preservation Policy

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending and restating City Council Policy No. 315 related to the City's existing Tree Preservation Policy."

SUMMARY:

As a continuation of the comprehensive review of City Council Policies that began earlier this year, staff has completed an evaluation of City Council Policy No. 315 pertaining to the preservation of trees in Laguna Hills. City Council Policy No. 315 was last revised on May 27, 2014. Since that time, urban forest management practices have evolved significantly and the population of certain tree species in Laguna Hills have declined. Consequently, staff has identified numerous changes to City Council Policy No. 315 (redline version attached), which establish updated guidelines for public tree preservation, tree trimming, tree planting, and tree removal practices.

Staff recommends that the City Council adopt a Resolution amending and restating City Council Policy No. 315.

ATTACHMENTS:

- City Council Policy No. 315 - REDLINE VERSION
- Proposed Resolution Amending and Restating City Council Policy No. 315
- Exhibit A - City Council Policy No. 315

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY SUBJECT: TREE PRESERVATION POLICY NO. 315

Effective Date: February 24, 1998
Last Revision: May 27, 2014

PURPOSE:

To establish guidelines for public tree preservation, tree trimming, tree planting and tree removal practices.

BACKGROUND:

Trees are an important asset in the community and their preservation is a goal of the City's General Plan. Maintenance of public trees is performed for the ~~health of the tree, enjoyment of the residents, and for wildlife benefits~~ following reasons in this order; public safety, tree health and aesthetics. As existing trees reach a mature age, the City receives increasing requests for tree trimming and tree removal. This policy is provided to clarify ~~the conditions which the City will utilize to evaluate the evaluation of~~ such requests and ~~to~~ establishes procedures ~~to accept donations for tree planting~~.

The City of Laguna Hills has an estimated ~~13,000-10,000~~ public trees located in its parks, ~~and~~ open spaces and along the public streets. ~~Unfortunately, some poor choices were made in the past as to the selection of tree types, locations of planting and maintenance practices, particularly in narrow residential parkway areas. Urban forest management has evolved significantly over the years and much consideration is given to the selection of tree species, planting locations and maintenance practices. Many tree species~~ However, many of the City's original tree species have grown or will grow too large for their ~~settings surroundings~~. The root systems of some trees have caused sidewalks, curbs, and gutters to become ~~damaged-displaced~~ or have infringed upon private property~~ies~~. Other species have not thrived well or have declined due to newly introduced pests in their Laguna Hills environment and are not ~~healthy-suitable~~ specimens.

~~As a result of these tree growth problems and normal tree maintenance practices, the~~ The City's Public Services Department has prepared the Tree Preservation Policy to provide guidance to mitigate ~~the problems and expenses to the community caused by trees-such trees~~ while preserving as many trees as possible.

POLICY:

**City Council Policy
No. 315
Tree Preservation**

Authorized Tree Trimming:

Laguna Hills is currently on ~~a four to five~~ an approximate five (5) year tree trimming cycle. ~~Trees are pruned for the following reasons: (1) health maintenance, structural form and safety; (2) to provide vertical clearances in the public right of way (trees are raised to 9 feet over sidewalks and 16 feet over streets) for pedestrians and vehicles, and (3) to address trees which become larger than is desirable or safe for given site constraints. Pruning is the most common tree maintenance procedure. Although forest trees grow quite well in their natural environment, including occasionally dropping of limbs (self-pruning), with naturally,~~ urban landscape trees require a higher level of care to maintain their structural integrity, public safety and aesthetics. Pruning must be done with an understanding of tree biology. Improper pruning can create lasting damage or even shorten a tree's life. Common reasons for pruning are to remove dead branches, improve form and to reduce potential conflict. Trees may also be pruned to increase light and air penetration to the inside of the tree's crown or to the landscape below. Most routine pruning to remove weak, diseased or dead limbs can be accomplished at almost any time of year with little effect on the tree. The amount of live tissue that should be removed depends on the tree's size, species and age; as well as the pruning objectives. Younger trees tolerate the removal of a higher percentage of living tissue better than mature trees do. Generally, no more than 25% of the crown should be ~~removed~~ reduced at once and less for mature trees

Pruning Techniques:

Specific types of pruning may be necessary to maintain a mature tree in a healthy, safe and ornamental condition

- Cleaning- is the removal of dead, dying, diseased and weakly attached branches from the crown of the tree.
- Thinning- the selective branch removal to improve structure and to increase light penetration and air movement through the crown. Proper thinning opens the foliage of a tree, reduces weight on heavy limbs and helps retain the tree's natural shape.
- Raising- removes the lower branches from a tree to provide clearance for buildings, vehicles and pedestrians. ~~The~~ vertical clearances goal in the public right of way is 9 feet over sidewalks and 16 feet over streets.
- Reduction- reduces the size of a tree, often for utility line clearance. Reducing a tree's height or spread is best accomplished by pruning back the leaders and branch terminals to secondary branches that are large enough to assume the terminal roles (at least one-third the diameter of

**City Council Policy
No. 315
Tree Preservation**

the cut stem). Compared to topping, reduction helps maintain the form and structural integrity of the tree.

Poor pruning practices such as topping, i.e., cutting back large diameter branches of a mature tree to stubs, are particularly damaging. The excessive removal of canopy associated with topping is often stressful to mature trees and may result in reduced vigor, decline or even death of the tree. In addition, new branches that form below the cuts are only weakly attached to the tree and are in danger of breaking off. Topped trees require constant maintenance to prevent this from happening and it is often impossible to restore the structure of the tree crown after topping. The City will not top trees.

~~Tree trimming involves thinning and raising branches. Thinning out can reduce the height and spread of a tree while retaining its natural shape and is the practice preferred rather than topping. Topping adversely impacts tree structure. Trees will not be topped. Trees will not be trimmed solely for the benefit of views or for litter control.~~

~~The appropriate time to fully trim a tree will depend on the type of tree, its condition, and the results desired. Light pruning can be done any time. Broken, dead, weak, or individual branches can be removed with little or no effect on a tree, no matter what time of the year. Generally, however, tree trimming will be scheduled in the Fall/Winter/Spring months.~~

~~No person, other than the City, is authorized to trim public trees without an appropriate permit. A tree trimming permit may be issued for the trimming or thinning of a tree only in accordance with guidelines established by the City. If a permit is issued and granted for a private entity to trim a tree, the permit shall be available on-site at all times during trimming activity.~~

Authorized Tree Removal

No person, other than the City, is authorized to trim public trees without an appropriate permit. A tree trimming permit may be issued for the trimming or thinning of a tree only in accordance with guidelines established by the City. If a permit is issued and granted for a private entity to trim a public tree, the permit shall be available on-site at all times during trimming activity.

Upon request, and for the criteria described below, public trees will be inspected and authorized for removal:

1. Tree is deemed hazardous, diseased and/or declining.

**City Council Policy
No. 315
Tree Preservation**

2. Tree is damaging the sidewalk, curb or gutter, [or other facilities in the public right of way](#) and is not receptive to preventative root pruning.
3. The tree and/or its roots are a threat to private property.
4. Trees in conflict with overhead utility lines.

No person, other than the City, is authorized to remove public trees without a permit. Trees will not be removed solely for view enhancement [or litter](#). Tree removal includes stump and root removals in a manner meeting the approval of the City.

For the preservation of these assets, a resident requesting removal of a street tree, that has been justified for removal by the City, will be requested to donate and plant another tree in its place. The size, species type, and location will be specified by the Director of Public Services or his designee. If the resident will not replace the tree, the City will do so, provided the tree is determined by the Director of Public Services to enhance the tree preservation goals.

**City Council Policy
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Tree Preservation**

Unauthorized Tree Removal or Trimming

Any person identified as having removed or trimmed a tree, so as to cause damage to the tree will be responsible for the full cost of replacement of the tree.

Street Tree List

The following list of tree species shall be used by the Director of Public Works or his designee when selecting a replacement tree for street parkways.

Species for 2-3 Foot Parkways, or 2'X2' Cut-Outs

Expected root flare diameter 1' to 1.5 ft. at 40 years

- Lagerstoemia indica "fauriei" (mildew resistant)
Crape Myrtle
- Tristania laurina
Brisbane Box
- Pyrus calleryana "Aristocrat"
Aristocrat Pear
- Cercis o.~~ccidentialis~~ Oklahoma
~~Western Oklahoma~~ Redbud
 - Metrosideros excelsus
New Zealand Christmas tree

Species for 3-5 Foot Parkways, or 4'X4' Cut-Outs

Expected root flare diameter 1.5' to 2 ft. at 40 years

- Pyrus calleryana "~~Bradford~~" "Aristocrat"
Bradford Pear
- ~~Archontophoenix cunninghamiana~~
~~Queen Palm~~
 - Chioanthus retusus
Chinese fringe tree
 - Stenocarpus sinuatus
Firewheel tree
- ~~Metrosideros excelsus~~
~~New Zealand Christmas Tree~~

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No. 315
Tree Preservation**

- Pistachia chinensis
Chinese Pistache
- Hymenosporum flavum
Sweetshade
- ~~Geijera parviflora~~
~~Australian Willow~~
- Eriobotrya ~~deflexa~~ Coppertone
Bronze Loquat

**City Council Policy
No. 315
Tree Preservation**

Species for 5-6' Ft. Parkways or 5'X5' Cut-Outs

Expected root flair diameter 2' to 4 ft. at 40 years

- ~~Melaleuca uuinquenervia~~
~~Paperbark; cajuput tree~~
- Geijera parviflora
Australian Willow
- Ulmus parvifolia
Chinese Elm
- Jacaranda acutifolia
Jacaranda
- Brachychiton populneus
Bottle Tree
- ~~Ginkgo biloba (grafted male only)~~
~~Ginkgo~~
- ~~Bauhinia variegata~~
~~Purple Orchid Tree~~
- Pinus ~~eldarica~~ Canariensis
- ~~Mondale Pine~~ Canary Island Pine
- Tabebuia impetiginosa
Pink Trumpet Tree

Tree Donations

Members of the public are encouraged to donate funding for tree planting to enhance the Citywide tree stock and improve the community. Donations will be accepted on the following basis:

1. Only 15 gallon trees will be planted.
2. The donating individual may request the location of the tree planting but the City shall select the final planting location.
3. The donating individual may request a particular tree species for planting but the City shall select the tree species which best fits the area tree palette, City maintenance obligations and availability of irrigation systems.
4. The tree planting will occur during normal business hours and the donating individual will be invited to attend the tree planting.
5. The fee donation shall be initially set at \$100 per tree donated. The City Manager may adjust this fee as deemed necessary to equal the City's costs.
6. The City shall maintain the tree.
7. A letter of acknowledgement of the donation shall be issued to the donating individual.

**City Council Policy
No. 315
Tree Preservation**

8. No marker or plaque shall be installed at any tree donation location.

RESOLUTION NO. 2018-08-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CITY COUNCIL POLICY NO. 315 RELATED TO THE CITY'S EXISTING TREE PRESERVATION POLICY.

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

WHEREAS, the City Council may establish City Council Policies for providing procedures and guidelines to the City Manager for the administration, operation, and general health, safety, and welfare of the City; and,

WHEREAS, the City Council amended City Council Policy No. 315 on May 27, 2014, to specify procedures for public tree preservation, tree trimming, tree planting, and tree removal practices; and,

WHEREAS, the City Council desires to make changes to the current procedures outlined in City Council Policy No. 315.

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

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

SECTION 2. City Council Policy No. 315, entitled "Tree Preservation Policy" is hereby amended and restated in its entirety as set forth in Exhibit "A," which is attached hereto and is incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED this 28th day of August 2018.

MEL CARRUTH, 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. 2018-08-28-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 28th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY SUBJECT: TREE PRESERVATION POLICY No. 315

Effective Date: February 24, 1998
Last Revision: August 22, 2018

PURPOSE:

To establish guidelines for public tree preservation, tree trimming, tree planting and tree removal practices.

BACKGROUND:

Trees are an important asset in the community and their preservation is a goal of the City's General Plan. Maintenance of public trees is performed for the following reasons in this order; public safety, tree health and aesthetics. As existing trees reach a mature age, the City receives increasing requests for tree trimming and tree removal. This policy is provided to clarify the evaluation of such requests and to establish procedures.

The City of Laguna Hills has an estimated 10,000 public trees located in its parks, open spaces and along the public streets. Urban forest management has evolved significantly over the years and much consideration is given to the selection of tree species, planting locations and maintenance practices. However, many of the City's original tree species have grown or will grow too large for their surroundings. The root systems of some trees have caused sidewalks, curbs, and gutters to become displaced or have infringed upon private property. Other species have not thrived well or have declined due to newly introduced pests in their Laguna Hills environment and are not suitable specimens.

The City's Public Services Department has prepared the Tree Preservation Policy to provide guidance to mitigate such trees while preserving as many trees as possible.

POLICY:

Tree Trimming:

Laguna Hills is currently on an approximate five (5) year tree trimming cycle. Pruning is the most common tree maintenance procedure. Although forest trees grow quite well in their natural environment, including occasionally dropping of limbs (self-pruning), urban landscape trees require a higher level of care to

**City Council Policy
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Tree Preservation**

maintain their structural integrity, public safety and aesthetics. Pruning must be done with an understanding of tree biology. Improper pruning can create lasting damage or even shorten a tree's life. Common reasons for pruning are to remove dead branches, improve form and to reduce potential conflict. Trees may also be pruned to increase light and air penetration to the inside of the tree's crown or to the landscape below. Most routine pruning to remove weak, diseased or dead limbs can be accomplished at almost any time of year with little effect on the tree. The amount of live tissue that should be removed depends on the tree's size, species and age; as well as the pruning objectives. Younger trees tolerate the removal of a higher percentage of living tissue better than mature trees do. Generally, no more than 25% of the crown should be reduced at once and less for mature trees

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Poor pruning practices such as topping, i.e., cutting back large diameter branches of a mature tree to stubs, are particularly damaging. The excessive removal of canopy associated with topping is often stressful to mature trees and may result in reduced vigor, decline or even death of the tree. In addition, new branches that form below the cuts are only weakly attached to the tree and are in danger of breaking off. Topped trees require constant maintenance to prevent this from happening and it is often impossible to restore the structure of the tree crown after topping. The City will not top trees.

**City Council Policy
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Tree Preservation**

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Upon request, and for the criteria described below, public trees will be inspected and authorized for removal:

1. Tree is deemed hazardous, diseased and/or declining.
2. Tree is damaging the sidewalk, curb or gutter, or other facilities in the public right of way and is not receptive to preventative root pruning.
3. The tree and/or its roots are a threat to private property.
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**City Council Policy
No. 315
Tree Preservation**

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Crape Myrtle
- Tristania laurina
Brisbane Box
- Pyrus calleryana "Aristocrat"
Aristocrat Pear
- Cercis o. Oklahoma
Oklahoma Redbud
- Metrosideros excelsus
New Zealand Christmas tree

Species for 3-5 Foot Parkways, or 4'X4' Cut-Outs

Expected root flare diameter 1.5' to 2 ft. at 40 years

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- Stenocarpus sinuatus
Firewheel tree
- Pistachia chinensis
Chinese Pistache
- Hymenosporum flavum
Sweetshade
- Eriobotrya d Coppertone
Bronze Loquat

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Tree Preservation**

Species for 5-6' Ft. Parkways or 5'X5' Cut-Outs

Expected root flair diameter 2' to 4 ft. at 40 years

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Australian Willow
- Ulmus parvifolia
Chinese Elm
- Jacaranda acutifolia
Jacaranda
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Members of the public are encouraged to donate funding for tree planting to enhance the Citywide tree stock and improve the community. Donations will be accepted on the following basis:

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2. The donating individual may request the location of the tree planting but the City shall select the final planting location.
3. The donating individual may request a particular tree species for planting but the City shall select the tree species which best fits the area tree palette, City maintenance obligations and availability of irrigation systems.
4. The tree planting will occur during normal business hours and the donating individual will be invited to attend the tree planting.
5. The fee donation shall be initially set at \$100 per tree donated. The City Manager may adjust this fee as deemed necessary to equal the City's costs.
6. The City shall maintain the tree.
7. A letter of acknowledgement of the donation shall be issued to the donating individual.
8. No marker or plaque shall be installed at any tree donation location.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Resolution Amending and Restating City Council Policy No. 350 Related to the City's Residential Streets Traffic Management Policy

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending and restating City Council Policy No. 350 related to the City's existing Residential Streets Traffic Management Policy."

SUMMARY:

Staff has completed a review of City Council Policy No. 350 related to residential streets traffic management, which was last revised on April 8, 2003. The purpose of this policy is to provide guidance and uniform procedures to address resident concerns pertaining to traffic safety in residential neighborhoods throughout Laguna Hills. Staff has identified minor updates to this policy to address the change of the City's website domain name and a related software module (RequestTracker), and also to make other slight modifications throughout the document.

Staff recommends that the City Council adopt a Resolution amending and restating City Council Policy No. 350.

ATTACHMENTS:

- City Council Policy No. 350 - REDLINE VERSION
- Proposed Resolution Amending and Restating City Council Policy No. 350
- Exhibit A - City Council Policy No. 350

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY SUBJECT: RESIDENTIAL STREETS TRAFFIC MANAGEMENT POLICY POLICY No. 350

Effective Date: January 1995
Last Revision: April 8, 2003

PURPOSE:

The City Council, Traffic Commission, and staff of the City of Laguna Hills have developed this policy to provide guidance and uniform procedures to address resident concerns regarding traffic safety in our neighborhoods. We desire to resolve, to the extent feasible, our residents' concerns for residential street traffic safety issues. These issues will be documented and addressed through the use of available traffic engineering [standards](#) and police enforcement tools. The involvement of the neighborhood in fostering a consensus view of the issues and their resolution will be encouraged. Solutions to documented traffic safety issues will be addressed on an incremental basis from least to greatest actions as necessary to resolve the issue based upon traffic engineering practices.

POLICY:

I. INITIATING AN EVALUATION

The Traffic Engineering Staff shall initiate an evaluation of a traffic safety issue on a residential street when any of the following occurs:

- a. A resident has contacted City staff by telephone, letter, or e-mail. Residents are encouraged to utilize the City's website at www.ci.laguna-hills.ca.us lagunahillsca.gov to access the Request ~~Partner~~-Tracker system to bring issues of concern to the staff's attention.
- b. A resident has addressed the City Council or Traffic Commission raising a traffic safety issue on a residential street.
- c. The Traffic Commission requests, or the City Council directs, an evaluation of a traffic safety issue on a residential street.
- d. The Staff observation of a traffic safety issue.

A single contact by a resident, with concurrence of the City's Traffic Engineer, is sufficient to initiate an evaluation of the stated concern. If the [identified](#) issue had previously been evaluated in the prior 18-month

**City Council Policy
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Residential Streets Traffic Management**

period, then the resident will be informed of the results of that previous evaluation. No further evaluation will be performed until additional time elapses or the Traffic Engineer determines a need has arisen or the City Council so directs. If the traffic safety issue of concern is of a routine nature involving the adjustment, removal, or placement of minor traffic control devices as defined by the Traffic Engineer, then staff will address the issue directly without further evaluation. All other traffic safety concerns on residential streets will proceed through The Evaluation Process.

II. THE EVALUATION PROCESS

When a resident raises a traffic safety concern on a residential street involving the speed of traffic, the total volume of traffic, the amount of pass through traffic, traffic collision events, or pedestrian access issues, the following will occur:

- a. The Police Services Department will be advised of the issue for potential enforcement, as resources permit. Police enforcement of traffic laws is recognized as a first line of defense in resolving certain traffic safety issues. If, in the opinion of the Traffic Engineer, police enforcement is the primary solution to the issue, ~~then~~ further evaluation will be suspended until the results of the enforcement activity can be reviewed. The Traffic Engineer will make a review of the impact of enforcement within 90 days of the initiation of enforcement.
- b. An evaluation of the traffic safety issue will be undertaken following the determination of the need for, or results of, enforcement as described above. An evaluation may involve the collection of traffic speed data, volume data, pass through volume data, traffic collision history reviews, and field reviews that will typically be performed within 60 days of the request.
- c. An evaluation report by the Traffic Engineer will be scheduled before the next available meeting of the Traffic Commission. If the issue of concern can be documented by data collection, traffic collision history and/or field reviews as being a traffic safety issue, then an incremental approach to a resolution of the issue will be recommended to the Traffic Commission.
- d. The resident raising the issue will be presented a copy of the staff report prior to the Traffic Commission meeting and will also be invited to attend the meeting to address the issue before the Traffic Commission.

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Residential Streets Traffic Management**

- e. Following any action of the Traffic Commission that results in implementation of a change on a residential street and requires a legislative action by the City Council, a staff report will be prepared and presented to the next available City Council meeting for approval or modification of the recommendation. Otherwise, staff will proceed to implement non-legislative changes on a residential street in accordance with the budget and Traffic Engineering standards. The Traffic Commission meeting, and subsequent City Council meeting process, is typically completed within a 30-day time frame. Should changes to traffic control devices be approved by the City Council, the subsequent work is typically completed in the following 30-day time frame.

III. DATA COLLECTION

The evaluation and data collection effort of a traffic safety issue on a residential street will follow established traffic engineering practices and procedures as outlined within the State Traffic Manual, California Vehicle Code, and other professional literature. The evaluation and traffic data collection effort will typically include the following:

- a. A field review of the location to confirm that the street meets the California Vehicle Code definition (CVC Section 515) for a Residential Street and that the designated speed limit is 25 mph.
- b. An evaluation of the roadway geometrics to determine if appropriate visibility exists (sight~~te~~ distance) on the approach to intersections and to document any unusual conditions that may raise traffic safety concerns.
- c. A review of the most recent three or more -year history of available traffic collision records to determine if there are any significant trends in collisions.
- d. Collection of 24-hour traffic volumes.
- e. Collection of peak hour pass through traffic volume counts by manual methods. The peak hour pass through traffic volume count will be assumed to be typical of daily conditions.
- f. Performance of spot speed studies by radar to determine the prevailing speed of traffic. The spot speed studies will be performed during off-peak times of the day to represent normal driving conditions of the reasonable driver. For information only, as needed, when the traffic safety issue of concern is believed to be occurring

**City Council Policy
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Residential Streets Traffic Management**

at a particular time of day, a 24-hour Speed Profile will be collected.

The spot speed radar studies will be performed for periods of time sufficient to collect the number of vehicles necessary for a valid statistical sampling of the traffic speed on the street. Alternative traffic speed data collection methods may be used as deemed appropriate by the ~~City's~~ Traffic Engineer. The prevailing speed of traffic, the 85th percentile, will be considered to be the normal traffic speed on the street unless there is prevalent speed-related traffic collision history.

IV. APPROACH TO SPEEDING ISSUES

The speed limit on residential streets in the State of California is, whether posted or not, 25 mph. For a street to have this speed limit, it must meet the definition of a residential street that is found in the California Vehicle Code (CVC) in Section 515. That Code Section requires a certain number of fronting residential homes on the street within a specified distance. Some streets that are “residential in character” are actually not residential streets within the meaning of the CVC. However, if the street does meet the definition of a residential street, then the 25 mph speed limit will be presumed for all analysis.

Through numerous studies of traffic speeds on residential streets in the City, it has been found that the typical prevailing traffic speed range is between 32 and 34 mph. The prevailing speed is the speed at which 85% of the motorists drive at or below. If motorists are driving on a residential street in the 32 to 34 mph range, and they are doing so safely as evidenced by a lack of documented speed-related traffic collisions, and a field review of the location did not reveal any unusual conditions raising other concerns for traffic safety, then that speed range will not automatically trigger implementation of this Policy. Accordingly, actions to address speeding issues on residential streets will only be recommended when the prevailing speed of traffic on the street has been found to be greater than 32 to 34 mph or other unusual conditions exist on the roadway that raise traffic safety concerns as determined by the Traffic Engineer.

For residential streets that have been found to have a speeding issue meeting the above criteria, an incremental approach to controlling the speed will be undertaken. The first action will be traffic speed enforcement. The enforcement of traffic laws will be the primary tool to gain compliance of the speed limit and will also be supplemented by the placement of the radar speed trailer. The radar speed trailer is an electronic display device utilized to advise motorists of their vehicle speed

**City Council Policy
No. 350
Residential Streets Traffic Management**

as an education effort. To the extent that a motorist is not paying attention to their speed, the use of the radar speed trailer will remind them of that condition. ~~and, t~~ The reasonable driver is then expected to adjust their speed downward into the prevailing speed range.

Upon the implementation of a recommendation to address a speeding issue on a residential street, a period of time will lapse to allow the implemented action to take effect on the traffic speed. Typically, a six-month period of time will be allocated and then a follow-up review of the traffic speed will be performed, if determined necessary by the Traffic Engineer. Should the speeding issue remain; the next incremental action will be recommended.

Following the use of traffic speed enforcement and the radar speed trailer for speed control, the use of traffic control devices, regulatory signs and markings, warning signs, and striping, will be used in an effort to reduce vehicular speed. On a case-by-case basis, the ~~City~~ Traffic Engineer will recommend signing and striping which is appropriate for the particular residential street and the issue to be addressed. Signing, for example, supplemented with striping, will be used to guide vehicles around curves or through an area which otherwise requires delineation. All signing and striping shall be consistent with established Traffic Engineering standardspractices.

The traffic control devices to be considered for use in addressing the speed of traffic will include, but not be limited to, the following:

- a. 25 mph speed limit signs.
- b. White “25” pavement legends. Oversized legends may also be used.
- c. Curve warning signs with speed advisory plates.
- d. “Watch Downhill Speed” signs.
- e. “Strict Enforcement Area” graphic and letter sign.
- f. Ceramic raised pavement markers as rumble strips.
- g. Perpendicular painted white bars with increasing frequency to represent a speed condition.
- h. Centerline striping.

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- i. Supplementary reflective raised pavement markers.
- j. Other traffic control devices as approved in the manual for Uniform Traffic Control Devices and/or the California Traffic Control Device Committee.

Stop signs are not included in the above list. Stop signs are not intended for use as a speed control device. The primary purpose for a stop sign control is the assignment of right of way. The State Traffic Manual and professional literature repeatedly identify that stop sign controls are not appropriate for speed control. Several studies have shown no appreciable change in the prevailing speed of traffic on a street by the use of stop signs. The analysis for the need for stop sign controls takes into account the volume of traffic at the intersection, the accident history at the location, and any extenuating circumstances that, in the opinion of the Traffic Engineer, add to the need for the control. The evaluation of speed on a street is not a part of this analysis. If used improperly, a stop sign may contribute to increased occurrences of collisions and a general disregard for the traffic control device. The prudent placement of stop sign controls can improve traffic safety in an area when there is a determination that the control will be perceived by the reasonable driver as an appropriate device where placed.

Only after the installation of the above described traditional and incremental techniques, and the evaluation period, will the City consider the utilization of physical controls to address the identified traffic safety issues.

V. APPROACH TO VOLUME ISSUES

Traffic volume issues typically are either concerns for the total volume of traffic or the volume of pass through traffic. While not distinctly defined, experience suggests that low volume residential streets typically carry 1,500 or fewer vehicles per day, medium volume residential streets carry typically 1,500 to 3,000 vehicles per day, and higher volume residential street typically carry greater than 3,000 vehicles per day. Many moderate to high volume residential streets have been designed as, and are expected to act as, collector streets and carry higher traffic volumes. An evaluation of traffic volume issues will attempt to determine the causes of the volume and whether or not the traffic can be distributed to other non-residential streets.

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Pass through traffic volumes vary greatly and must be considered on a case-by-case basis. The primary method to address the traffic volume on a residential street will be to keep it on the arterial streets with traffic flow improvements. Measures, which shift traffic volume from one residential street to another one, are undesirable and will be avoided. The use of physical devices are to cause a shift in traffic volumes and patterns and will only be considered after careful evaluation and an environmental assessment as to the impacts of such a shift in traffic may have on other locations.

VI. PHYSICAL DEVICES

Physical devices will only be considered as a last use effort to resolve an identified traffic safety issue that has been documented as not being resolved by other means described in this Policy. Physical devices are roadway features and may include barricades, chokers, cul-de-sacs, medians, one-way streets, semi-diverters, speed humps and related improvements.

One of the physical devices most often requested for speed or volume control is a speed hump. Speed humps have been documented in certain but not all cases, to reduce the prevailing speed of traffic [depending upon their spacing and frequency of use](#). While not specifically designed as a traffic volume control device, speed humps can cause some reduction in traffic volumes as motorists seek other routes due to the inconvenience factor caused by speed humps.

A speed hump, in contrast to a speed bump, is an elongated, gentle roadway feature typically 12 feet across with a height of approximately 3 inches, which gives the traversing vehicle a gentle rise and fall as a reminder that the 25 mph speed for the street should be followed. A speed bump, typically two feet across with a height of approximately 4 inches, can jolt vehicles and their passenger, motorcycles, and bicycles, is to be avoided.

Speed humps are typically placed in not less than groups of three at approximately 400-foot spacings in order to achieve the desired result of addressing the [upper](#) speed of vehicles. Speed humps are always coupled with extensive signing and striping [and may be objectionable to residential neighborhoods](#).

Physical devices, including speed humps, will only be considered for use where other appropriate traffic controls have failed to address the

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documented traffic safety issue, where an environmental assessment has been considered and where the following minimum criteria are met.

- a. At least 67% of the affected residents of the street and adjacent area streets support the implementation of the physical device. The streets to be used to evaluate the support for the physical device will be those that reasonably can be inferred to draw traffic to the street of concern.
- b. The prevailing speed of traffic has been documented to be greater than 34 mph for at least two radar speed surveys taken ~~one month~~90 days apart as part of the follow-up evaluation of all other traffic controls used to address the issue.
- c. At least 1,500 vehicles traverse the street in a 24-hour period.
- d. The location meets the approval of the Police and Fire Department related to adequate response time of safety vehicles.
- e. The grade of the street shall not exceed 6%.
- f. The street must have a length of at least 1,300 feet and be able to accommodate a minimum of three speed humps unless otherwise directed by the City Council.
- g. Other issues related to traffic engineering will be considered as deemed appropriate by the City Traffic Engineer.

ATTACHMENTS:

- None

RESOLUTION NO. 2018-08-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CITY COUNCIL POLICY NO. 350 RELATED TO THE CITY'S EXISTING RESIDENTIAL STREETS TRAFFIC MANAGEMENT POLICY.

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

WHEREAS, the City Council may establish City Council Policies for providing procedures and guidelines to the City Manager for the administration, operation, and general health, safety, and welfare of the City; and,

WHEREAS, the City Council amended City Council Policy No. 350 on April 8, 2003, to specify a policy to provide guidance and uniform procedures to address resident concerns pertaining to traffic safety in residential neighborhoods in Laguna Hills; and,

WHEREAS, the City Council desires to make changes to the current procedures outlined in City Council Policy No. 315.

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

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

SECTION 2. City Council Policy No. 350, entitled "Residential Streets Traffic Management Policy" is hereby amended and restated in its entirety as set forth in Exhibit "A," which is attached hereto and is incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED this 28th day of August 2018.

MEL CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Resolution No. 2018-08-28-X

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.
2018-08-28-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 28th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY
SUBJECT: RESIDENTIAL STREETS TRAFFIC
MANAGEMENT POLICY
POLICY No. 350

Effective Date: January 1995
Last Revision: August 28, 2018

PURPOSE:

The City Council, Traffic Commission, and staff of the City of Laguna Hills have developed this policy to provide guidance and uniform procedures to address resident concerns regarding traffic safety in our neighborhoods. We desire to resolve, to the extent feasible, our residents' concerns for residential street traffic safety issues. These issues will be documented and addressed through the use of available traffic engineering standards and police enforcement tools. The involvement of the neighborhood in fostering a consensus view of the issues and their resolution will be encouraged. Solutions to documented traffic safety issues will be addressed on an incremental basis from least to greatest actions as necessary to resolve the issue based upon traffic engineering practices.

POLICY:

I. INITIATING AN EVALUATION

The Traffic Engineering Staff shall initiate an evaluation of a traffic safety issue on a residential street when any of the following occurs:

- a. A resident has contacted City staff by telephone, letter, or e-mail. Residents are encouraged to utilize the City's website at www.lagunahillsca.gov to access the Request Tracker system to bring issues of concern to the staff's attention.
- b. A resident has addressed the City Council or Traffic Commission raising a traffic safety issue on a residential street.
- c. The Traffic Commission requests, or the City Council directs, an evaluation of a traffic safety issue on a residential street.
- d. The Staff observation of a traffic safety issue.

A single contact by a resident, with concurrence of the City's Traffic Engineer, is sufficient to initiate an evaluation of the stated concern. If the identified issue had previously been evaluated in the prior 18-month period, then the resident will be informed of the results of that previous

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evaluation. No further evaluation will be performed until additional time elapses or the Traffic Engineer determines a need has arisen or the City Council so directs. If the traffic safety issue of concern is of a routine nature involving the adjustment, removal, or placement of minor traffic control devices as defined by the Traffic Engineer, then staff will address the issue directly without further evaluation. All other traffic safety concerns on residential streets will proceed through The Evaluation Process.

II. THE EVALUATION PROCESS

When a resident raises a traffic safety concern on a residential street involving the speed of traffic, the total volume of traffic, the amount of pass through traffic, traffic collision events, or pedestrian access issues, the following will occur:

- a. The Police Services Department will be advised of the issue for potential enforcement, as resources permit. Police enforcement of traffic laws is recognized as a first line of defense in resolving certain traffic safety issues. If, in the opinion of the Traffic Engineer, police enforcement is the primary solution to the issue, further evaluation will be suspended until the results of the enforcement activity can be reviewed. The Traffic Engineer will make a review of the impact of enforcement within 90 days of the initiation of enforcement.
- b. An evaluation of the traffic safety issue will be undertaken following the determination of the need for, or results of, enforcement as described above. An evaluation may involve the collection of traffic speed data, volume data, pass through volume data, traffic collision history reviews, and field reviews that will typically be performed within 60 days of the request.
- c. An evaluation report by the Traffic Engineer will be scheduled before the next available meeting of the Traffic Commission. If the issue of concern can be documented by data collection, traffic collision history and/or field reviews as being a traffic safety issue, then an incremental approach to a resolution of the issue will be recommended to the Traffic Commission.
- d. The resident raising the issue will be presented a copy of the staff report prior to the Traffic Commission meeting and will also be invited to attend the meeting to address the issue before the Traffic Commission.

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- e. Following any action of the Traffic Commission that results in implementation of a change on a residential street and requires a legislative action by the City Council, a staff report will be prepared and presented to the next available City Council meeting for approval or modification of the recommendation. Otherwise, staff will proceed to implement non-legislative changes on a residential street in accordance with the budget and Traffic Engineering standards. The Traffic Commission meeting, and subsequent City Council meeting process, is typically completed within a 30-day time frame. Should changes to traffic control devices be approved by the City Council, the subsequent work is typically completed in the following 30-day time frame.

III. DATA COLLECTION

The evaluation and data collection effort of a traffic safety issue on a residential street will follow established traffic engineering practices and procedures as outlined within the State Traffic Manual, California Vehicle Code, and other professional literature. The evaluation and traffic data collection effort will typically include the following:

- a. A field review of the location to confirm that the street meets the California Vehicle Code definition (CVC Section 515) for a Residential Street and that the designated speed limit is 25 mph.
- b. An evaluation of the roadway geometrics to determine if appropriate visibility exists (sight distance) on the approach to intersections and to document any unusual conditions that may raise traffic safety concerns.
- c. A review of the most recent three or more year history of available traffic collision records to determine if there are any significant trends in collisions.
- d. Collection of 24-hour traffic volumes.
- e. Collection of peak hour pass through traffic volume counts by manual methods. The peak hour pass through traffic volume count will be assumed to be typical of daily conditions.
- f. Performance of spot speed studies by radar to determine the prevailing speed of traffic. The spot speed studies will be performed during off-peak times of the day to represent normal driving conditions of the reasonable driver. For information only, as needed, when the traffic safety issue of concern is believed to be occurring

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at a particular time of day, a 24-hour Speed Profile will be collected. The spot speed radar studies will be performed for periods of time sufficient to collect the number of vehicles necessary for a valid statistical sampling of the traffic speed on the street. Alternative traffic speed data collection methods may be used as deemed appropriate by the Traffic Engineer. The prevailing speed of traffic, the 85th percentile, will be considered to be the normal traffic speed on the street unless there is prevalent speed-related traffic collision history.

IV. APPROACH TO SPEEDING ISSUES

The speed limit on residential streets in the State of California is, whether posted or not, 25 mph. For a street to have this speed limit, it must meet the definition of a residential street that is found in the California Vehicle Code (CVC) in Section 515. That Code Section requires a certain number of fronting residential homes on the street within a specified distance. Some streets that are “residential in character” are actually not residential streets within the meaning of the CVC. However, if the street does meet the definition of a residential street, then the 25 mph speed limit will be presumed for all analysis.

Through numerous studies of traffic speeds on residential streets in the City, it has been found that the typical prevailing traffic speed range is between 32 and 34 mph. The prevailing speed is the speed at which 85% of the motorists drive at or below. If motorists are driving on a residential street in the 32 to 34 mph range, and they are doing so safely as evidenced by a lack of documented speed-related traffic collisions, and a field review of the location did not reveal any unusual conditions raising other concerns for traffic safety, then that speed range will not automatically trigger implementation of this Policy. Accordingly, actions to address speeding issues on residential streets will only be recommended when the prevailing speed of traffic on the street has been found to be greater than 32 to 34 mph or other unusual conditions exist on the roadway that raise traffic safety concerns as determined by the Traffic Engineer.

For residential streets that have been found to have a speeding issue meeting the above criteria, an incremental approach to controlling the speed will be undertaken. The first action will be traffic speed enforcement. The enforcement of traffic laws will be the primary tool to gain compliance of the speed limit and will also be supplemented by the placement of the radar speed trailer. The radar speed trailer is an electronic display device utilized to advise motorists of their vehicle speed

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as an education effort. To the extent that a motorist is not paying attention to their speed, the use of the radar speed trailer will remind them of that condition. The reasonable driver is then expected to adjust their speed downward into the prevailing speed range.

Upon the implementation of a recommendation to address a speeding issue on a residential street, a period of time will lapse to allow the implemented action to take effect on the traffic speed. Typically, a six-month period of time will be allocated and then a follow-up review of the traffic speed will be performed, if determined necessary by the Traffic Engineer. Should the speeding issue remain; the next incremental action will be recommended.

Following the use of traffic speed enforcement and the radar speed trailer for speed control, the use of traffic control devices, regulatory signs and markings, warning signs, and striping, will be used in an effort to reduce vehicular speed. On a case-by-case basis, the Traffic Engineer will recommend signing and striping which is appropriate for the particular residential street and the issue to be addressed. Signing, for example, supplemented with striping, will be used to guide vehicles around curves or through an area which otherwise requires delineation. All signing and striping shall be consistent with established Traffic Engineering standards.

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V. APPROACH TO VOLUME ISSUES

Traffic volume issues typically are either concerns for the total volume of traffic or the volume of pass through traffic. While not distinctly defined, experience suggests that low volume residential streets typically carry 1,500 or fewer vehicles per day, medium volume residential streets carry typically 1,500 to 3,000 vehicles per day, and higher volume residential street typically carry greater than 3,000 vehicles per day. Many moderate to high volume residential streets have been designed as, and are expected to act as, collector streets and carry higher traffic volumes. An evaluation of traffic volume issues will attempt to determine the causes of the volume and whether or not the traffic can be distributed to other non-residential streets.

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VI. PHYSICAL DEVICES

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A speed hump, in contrast to a speed bump, is an elongated, gentle roadway feature typically 12 feet across with a height of approximately 3 inches, which gives the traversing vehicle a gentle rise and fall as a reminder that the 25 mph speed for the street should be followed. A speed bump, typically two feet across with a height of approximately 4 inches, can jolt vehicles and their passenger, motorcycles, and bicycles, is to be avoided.

Speed humps are typically placed in not less than groups of three at approximately 400-foot spacings in order to achieve the desired result of addressing the upper speed of vehicles. Speed humps are always coupled with extensive signing and striping and may be objectionable to residential neighborhoods.

Physical devices, including speed humps, will only be considered for use where other appropriate traffic controls have failed to address the

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documented traffic safety issue, where an environmental assessment has been considered and where the following minimum criteria are met.

- a. At least 67% of the affected residents of the street and adjacent area streets support the implementation of the physical device. The streets to be used to evaluate the support for the physical device will be those that reasonably can be inferred to draw traffic to the street of concern.
- b. The prevailing speed of traffic has been documented to be greater than 34 mph for at least two radar speed surveys taken 90 days apart as part of the follow-up evaluation of all other traffic controls used to address the issue.
- c. At least 1,500 vehicles traverse the street in a 24-hour period.
- d. The location meets the approval of the Police and Fire Department related to adequate response time of safety vehicles.
- e. The grade of the street shall not exceed 6%.
- f. The street must have a length of at least 1,300 feet and be able to accommodate a minimum of three speed humps unless otherwise directed by the City Council.
- g. Other issues related to traffic engineering will be considered as deemed appropriate by the City Traffic Engineer.

ATTACHMENTS:

- None



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for July 10, 2018, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the July 10, 2018, Regular Meeting.

ATTACHMENTS:

- 180710 PA Minutes

Recommendation: That the City Council approve individual Consulting Services Agreements with EMC Design, Inc. and Westamerica Communications, Inc. for FY 2018-2019 and FY 2019-2020 for the Development of City Views and authorize the City Manager to execute the Agreements.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Barbara D. Kogerman, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

3.9 La Paz Road Southerly Sidewalk Active Transportation Grant Program Cycle 4 Application

Council Member Heft removed Item No. 3.9 from the Consent Calendar to request additional information.

Recommendation: That the City Council approve the submission to the State of California an Active Transportation Program Grant Application for Cycle 4 funding of the La Paz Road Southerly Sidewalk Widening Project and authorize the Assistant City Manager/Public Services Director to sign the application.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Barbara D. Kogerman, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

4. PLANNING AGENCY

Mayor Pro Tempore Gilbert recessed the City Council meeting and, acting in capacity of Vice Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:37 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Absent	
Dore J. Gilbert, M.D.	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Barbara D. Kogerman	Agency Member	Present	
Don Sedgwick	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR JUNE 26, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for June 26, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the June 26, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor Pro Tempore, Janine Heft, Council Member, Barbara D. Kogerman, Council Member, Don Sedgwick, Council Member
ABSENT:	Mel Carruth, Mayor

4.4. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Pro Tempore Gilbert reconvened the City Council Meeting at 7:38 p.m. All Council Members were present with the exception of Mayor Carruth.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Zoning Text Amendment No. 2-17-3777, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals)

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing for Zoning Text Amendment No. 2-17-3777; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines; and (3) Introduce for first reading, read by title only, and waive further reading of an Ordinance Entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 2-17-3777, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals) of the Laguna Hills Municipal Code."

SUMMARY:

In January, 2017, the City began contracting for animal control services with the City of Mission Viejo ("Mission Viejo"). As part of the City's agreement with Mission Viejo to utilize its services, the City was required to amend and restate its animal regulations contained in Title 13 (Animals) of the Laguna Hills Municipal Code ("LHMC"), which also became effective in 2017. Adoption of these new regulations ensured consistency with Mission Viejo's animal control ordinance. As summarized in Table 1 below, minor revisions to the Laguna Hills Zoning and Subdivision Code ("Zoning Code") found in Title 9 of the LHMC are needed to achieve consistency with the new animal regulations in Title 13. Therefore, a zoning text amendment ("ZTA") is proposed to revise Chapter

Zoning Text Amendment 2-17-3777 (Animal Regulations)

August 28, 2018

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9-56 of the Zoning Code.

AUTHORITY:

Adoption of an amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC § 9-90.050 and 060).

BACKGROUND:

In April, 2016, the City Council approved an Agreement for Animal Control and Shelter Services with the City of Mission Viejo. The Agreement requires Laguna Hills' ordinances related to animal control to substantially conform to similar ordinances in Mission Viejo.

In December, 2016, the City Council adopted an Urgency Ordinance amending and restating Title 13 of the Laguna Hills Municipal Code, relating to animal control, welfare and license requirements as an interim measure. Permanent regulations were subsequently adopted in January, 2017. The Zoning Code (Title 9) has not been revised to conform to the updated animal regulations in Title 13. Staff is bringing forward the proposed ZTA to align the provisions of the Zoning Code with the newly adopted Title 13 animal regulations.

PROPOSAL:

The proposed changes, which are identified with redline/strikethrough formatting in Attachment 2, can be summarized as follows:

Table 1: Summary of Revisions	
Global Revisions	
Added references to Title 13 and relevant subsections at appropriate locations.	
All references to "Orange County Animal Control" amended to "the City of Mission Viejo"	
Added references to "Additional or Unusual Animal License"	
9-56.020 Commercial animal facilities.	
Removed reference to site development plan (SDP) since they are addressed elsewhere in the Zoning Code for new construction. Any conditions of approval would be affiliated with the CUP for commercial animal facility.	

Zoning Text Amendment 2-17-3777 (Animal Regulations)

August 28, 2018

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9-56.030 Keeping of animals in residential districts.
Removed reference to contract service agreement. The agreement between the City and the City of Mission Viejo does not stipulate a number or types of animals permitted to be husbanded.
9-56.040 Permitted animals.
In order to be consistent with Sections 13-12.070 Number of Dogs Permitted and 13-16.020 Number of Cats Permitted, the number of permitted cats and dogs increased from three to four.

CONCLUSION:

The proposed Ordinance will align the provisions of Title 9 with the previously-adopted Animal Ordinance (Title 13), per the approved Agreement with the City of Mission Viejo. Thus, staff is recommending approval of the proposed Ordinance.

PUBLIC NOTICE:

This project was advertised in an adjudicated newspaper of general circulation on August 17, 2018. To date, no comments have been received. Any written comments received will be handed out at the City Council hearing.

CEQA FINDINGS:

Environmental review is not required under the 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. Approval of the proposed Ordinance would not approve any development project, and would ensure consistency between the Zoning Code and Title 13 (Animals) of the LHMC.

ATTACHMENTS:

- Attachment 1 - Proposed Ordinance
- Attachment 2 - Summary of Changes in Strikethrough/Underline Format

ORDINANCE NO. 2018 –

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 2-17-3777, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-56 (ANIMAL REGULATIONS) TO ENSURE CONSISTENCY WITH TITLE 13 (ANIMALS)

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and,

WHEREAS, Title 13 of the LHMC imposes rules, regulations, and licensing requirements that are reasonably necessary to protect the health, safety, and welfare of the citizens of the City and would facilitate meaningful and effective regulation of animals; and,

WHEREAS, On January 10, 2017, the City Council of the City of Laguna Hills adopted Ordinance 2017-1 which amended and restated Title 13 of the LHMC relating to animal control, welfare and license requirements, per the Agreement for Animal Control and Shelter services with the City of Mission Viejo; and,

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC. Adoption of an amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC § 9-90.050 and 060); and,

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on August 28, 2018.

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

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

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to 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. Approval of the proposed Ordinance would not approve any development project, and would ensure consistency between the Zoning Code and Title 13 (Animals) of the LHMC.

SECTION 3 Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-56 (Animal Regulations), is hereby amended to read as follows:

Chapter 9-56 ANIMAL REGULATIONS

Sections:

- 9-56.010 Purpose and intent.
- 9-56.020 Commercial animal facilities.
- 9-56.030 Keeping of animals in residential districts.
- 9-56.040 Permitted animals.
- 9-56.050 Prohibited animals.
- 9-56.060 Animal restraint.
- 9-56.070 Animal structures.
- 9-56.080 Boarding of animals.
- 9-56.090 Maintenance of premises.
- 9-56.100 Special animal permit.
- 9-56.110 Application for special animal permit.
- 9-56.120 Requirements for complete special animal permit applications.
- 9-56.130 Notice of application for special animal permit.
- 9-56.140 Approval or denial of special animal permit.
- 9-56.150 Appeal procedure.
- 9-56.160 Special animal permit validity.

9-56.010 Purpose and intent.

The purpose and intent of this chapter is to provide guidance and standards with regard to the keeping of animals within the community. Additional rules and regulations can be found in Title 13.

9-56.020 Commercial animal facilities.

A conditional use permit shall be required for any commercial animal facility including equitation facilities, kennel facilities or a veterinary service hospital/clinic on any lot within any zone where so permitted. Facilities are subject to the requirements of Chapter 13-48, and a license or animal permit issued by the City of Mission Viejo Animal Services Manager or designee may be required as a condition of approval for any conditional use permit needed to develop commercial animal facilities.

Where permitted, all animal maintenance activities, kennels, clinics, hospitals, sales and grooming facilities or uses shall be conducted within a totally enclosed building and shall

comply with appropriate development standards of the underlying zone. Grooming of equine animals is permitted outdoors provided that appropriate drainage facilities are available for washing activities and that clippings are disposed of in a trash receptacle.

9-56.030 Keeping of animals in residential districts.

Animal husbandry is permitted within residential districts of the city. All animal maintenance activities shall be conducted within a totally enclosed building with the exception of domesticated farm animals which may be groomed outdoors provided that appropriate drainage facilities are available for washing activities and that clippings are disposed of in a trash receptacle.

9-56.040 Permitted animals.

The following animals are permitted within residential districts of the city:

- A. Not more than four licensed dogs over the age of four months and four cats over the age of four months.
- B. Ten hamsters, guinea pigs, domesticated rats mice or other mammals of similar size, nonpoisonous snakes, reptiles, birds, or any combination thereof.
- C. Amphibians or fish contained in aquariums or ponds.
- D. A minimum lot size of fifteen thousand (15,000) square feet is required for the keeping of domesticated farm animals. The number of domesticated farm animals permitted on any given property shall be based on the following measure of animal units:

Type of Animal	# of Units
1 horse, pony, donkey or mule	1
1 cow	1
1 sheep	1
2 miniature horses	1
2 goats	1
2 pot-bellied pigs	1
3 rabbits	1
1 emu/ostrich	1
1 llama/alpaca/guanaco	1
6 chickens	1

2 turkeys	1
2 ducks	1
2 geese	1
8 homing pigeons	1

The permitted number of animal units shall be based on the following:

Min. Lot Size (acres)	# of Animal Units
15,000 sq. ft. (0.34)	2
21,780 sq. ft. (0.50)	3
32,670 sq. ft. (0.75)	4
43,560 sq. ft. (1.00)	5
54,450 sq. ft. (1.25)	6
65,340 sq. ft. (1.50)	7
76,230 sq. ft. (1.75)	8
87,120 sq. ft. (2.00)	9
98,010 sq. ft. (2.25)	10

1. No more than ten animal units shall be allowed on any residential lot or parcel.
2. Young animals born to a permitted animal may be kept on the site, without constituting additional animal units, until such animals are weaned. For cats and dogs this period shall not exceed four months. For horses this period shall not exceed twelve (12) months. For other animals not listed, the weaning period shall not exceed six months.
3. A minimum of one hundred fifty (150) square feet of flat lot area (slope less than ten percent) shall be provided for each horse.

The keeping of a type or number of animal not specified herein shall require the approval of a special animal permit (Section 9-56.110 of this chapter) and an Additional or Unusual Animal License as required pursuant to Chapter 13-44.

9-56.050 Prohibited animals.

The following are prohibited within residential districts of the city:

- A. Crowing type birds or fowl, including but not limited to roosters and peacocks.

- B. More than the number and type of animals specified in Section 9-56.040 of this chapter unless a special animal permit from the city and an Additional or Unusual Animal License are obtained, as required pursuant to Chapter 13-44.
- C. Maintenance and care of permitted species which fails to protect the health and physical care of the species or creates public health, safety, or nuisance violations.
- D. Apiaries, except as provided for by Chapter 9-12 of this title.
- E. Any species of animal the possession of which is prohibited by state or federal law.

9-56.060 Animal restraint.

Each owner of an animal shall be responsible to insure proper control and restraint of such animal in a manner that provides both the animal and general public reasonable protection. All species when not enclosed by fencing or suitable enclosure shall be restrained by leash or tether or transported within enclosed vehicles or cages.

9-56.070 Animal structures.

Structures or facilities used to house domesticated farm animals shall be considered accessory structures. In order to provide reasonable protection to adjacent uses and insure the general health and welfare, greater setbacks and limitations are needed for these facilities than are permitted for typical accessory structures under the code. No open domesticated farm animal facility including, but not limited to, a pasture, corral, or paddock shall be located closer than fifty (50) feet to any residential structure on an adjacent lot or building pad for vacant parcels, or within any front yard setback area. Enclosed domesticated farm animal structures, such as barns, stalls, or tack rooms shall adhere to the same standards as open animal facilities except that enclosed structures shall be set back ten feet from any side property line, unless they are located within the required rear yard setback in which case they may be located three feet from any side or rear property line.

9-56.080 Boarding of animals.

The boarding of domesticated farm animals other than equine is prohibited. Not more than two horses, donkeys, mules or other equine which are not for the personal use of the occupant of the lot or parcel may be kept, maintained, or otherwise boarded on the lot or parcel, whether or not compensation in the form of money, goods or services is received from the owner or user of the animal, subject to the following conditions:

- A. Such boarding shall only be conducted by the owner-occupant of the property. Boarding by other than owner-occupants is prohibited.
- B. Any equine boarded pursuant to this subsection shall be counted as part of the total number of animals allowed on the lot or parcel.
- C. All requirements of this chapter as to the maintenance of animals shall be complied with.

D. Any permits and licenses required by the City of Mission Viejo Animal Services Manager or designee for the boarding of animals must be obtained.

The boarding of more than two horses, donkeys, mules or other equine which are not for the personal use of the owner-occupant of the property may be permitted subject to the approval of a special animal permit and an Additional or Unusual Animal License, as required pursuant to Chapter 13-44. The boarding of more than the number of horses, donkeys, mules or other equine permitted on a residential property is subject to the approval of a conditional use permit.

9-56.090 Maintenance of premises.

The occupant of any premises on which any animal is kept shall keep and maintain the animal(s) and premises in such a manner as not to be detrimental to the health, safety, or welfare of any person on any adjoining property or of the general public, nor be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the premises. Such maintenance shall be at least sufficient to keep dust, odors and flies from having an adverse effect on any other property. The following techniques are recommended to meet the maintenance standards specified by this section and shall be utilized if no other alternative techniques sufficient to meet the standard are utilized:

A. All manure shall be removed from the ground and stalls at least once in every twenty-four (24) hour period and placed in a covered container. All manure shall be removed from the premises or composted at least once every seven days.

B. A sprinkler system adequate to control dust in corral areas shall be installed and utilized as necessary on the premises.

C. Chemical spray and/or bait shall be utilized as frequently as necessary for fly control.

D. Touch or float activated watering devices with automatic shut-off shall be utilized for animal drinking water in lieu of standing water in troughs in order to minimize the potential for mosquitoes.

An unreasonable accumulation of manure, standing surface water and refuse in a corral or stable area constitutes a health hazard. Therefore, corrals and stable areas shall be maintained in a clean and sanitary condition at all times and standing surface water, refuse and manure shall not be permitted to accumulate.

9-56.100 Special animal permit.

Animals in excess of the number permitted by the provisions of this chapter, or animals not specified by this chapter may be kept or maintained as a pet or for the personal use of the occupants of the premises, or more than two horses may be boarded on a residential property subject to the approval of a special animal permit. Special animal permit applications may be filed if one of the following criteria are met:

A. The animal is of a species not specifically permitted or prohibited by any law, and will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.

B. Addition of the animal to others on the premises would cause the total number of such animals to exceed the maximum number of nonboarded otherwise permitted, but will not be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the premises. A special animal permit shall not be issued to permit any horse, donkey, mule, other equine, cattle, sheep or goat to be kept or maintained on any lot or parcel with an area of less than fifteen thousand (15,000) square feet.

C. The number of boarded horses, donkeys, mules or other equine exceeds two but does not cause the maximum allowable animal units for the property to be exceeded.

9-56.110 Application for special animal permit.

Any person desiring a special animal permit may file an application with the city. No application shall be filed or accepted if final action has been taken within one year prior thereto by either the Community Development Director or Planning Agency on an application requesting the same, or substantially the same permit.

9-56.120 Requirements for complete special animal permit applications.

An application for a special animal permit shall contain the following information:

A. The name and address of the applicant and of all persons owning any or all of the property on which the animal(s) will be maintained;

B. Evidence that the applicant is the owner of the property involved, or has written permission from the owner(s) to file such application;

C. The location and size of the subject property;

D. The type and number of the animals requested;

E. A title report for the property. The Community Development Director, in his or her discretion, may require that a more recent title report be prepared;

F. A site plan indicating:

1. The area and dimensions of the building or enclosure for the use or keeping of the animal(s) as well as the locations and dimensions of all other structures on immediately adjacent properties, and

2. Site drainage patterns;

G. A mailing list and labels of the names and addresses of all: (1) owners of the property adjacent to the exterior boundaries of the subject property; and (2) occupants of property adjacent to the exterior boundaries of the subject property. For purposes of this section, owners shall be those persons who are shown on the latest available assessment roll of the county of Orange;

H. Such other information deemed necessary by the Community Development Director to substantiate the following facts:

1. That the requested animal(s) at the location proposed will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare, and
2. That the proposed site is adequate in size and shape to accommodate the animal(s) requested without material detriment to the use, enjoyment or valuation of the property of other persons located in the vicinity of the site;
- I. The application shall be accompanied by a filing fee in an amount as established by resolution of the City Council.-

9-56.130 Notice of application for special animal permit.

A. Upon receipt of an application for a special animal permit, the Community Development Director or his or her designee shall send all persons whose names and addresses appear on the mailing list provided by the applicant a notice informing them of the applicant's request.

Any individual so notified may express opposition to the granting of the permit by filing a written protest with the Community Development Director within ten days after the date of such notice.

B. The Community Development Director or his or her designee shall notify the City of Mission Viejo Animal Services Manager or designee requesting that agency's technical opinion relative to maintaining such animals properly as indicated in the application and site plan.

9-56.140 Approval or denial of special animal permit.

A. The decision to grant or deny a special animal permit shall be within the discretion of the Community Development Director. In rendering the decision, the Community Development Director shall consider: (1) the sufficiency of the complete special animal permit application pursuant to Section 9-56.120 of this chapter; (2) all timely submitted written protests; and (3) any technical opinion or report relevant to the application submitted by the City of Mission Viejo Animal Services Manager or designee. A decision granting or denying a special animal permit shall set forth specific findings as to whether the animal(s): (1) will or will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety or general welfare; and (2) will or will not cause material detriment to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

B. In approving an application for a special animal permit, the Community Development Director may impose such conditions as deemed necessary to insure that the animal(s) will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety or general welfare, and that there will be no material detriment to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

C. The Community Development Director shall inform in writing the applicant and any persons who filed written protests of his decision. Any decision of the Community Development Director may be appealed by the applicant or by any interested party by filing a written appeal with the Community Development Director within ten days after the date of mailing. The appeal shall be accompanied by a fee, established by resolution of the City Council.

9-56.150 Appeal procedure.

A. Upon receipt of an appeal from a decision of the Community Development Director filed pursuant to subsection C of Section 9-56.140 of this chapter, the Director or his or her designee shall notice a public hearing before the Planning Agency. Notice of such hearing shall be sent to all persons to whom notice of the application was sent pursuant to Section 9-56.130 of this chapter.

B. The Planning Agency shall conduct a hearing on the matter. At the conclusion of the hearing, the Planning Agency shall determine whether to affirm, reverse, or modify the decision of the Community Development Director.

9-56.160 Special animal permit validity.

A. A special animal permit is issued for the benefit and use of the applicant therefor and for members of the applicant's family residing with said applicant and shall terminate and be of no further force or effect when said applicant and family cease to occupy the premises described in the special animal permit application.

B. A special animal permit may be revoked for the reasons and pursuant to the provisions of Section 9-92.110 and this chapter of the Laguna Hills development code.

SECTION 4 This Ordinance shall take effect on ____, 2018, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 5 Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 6 If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section,

subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 7 The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2018.

MELODY CARRUTH, 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 Ordinance No. _____ was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the _____ day of _____ 2018, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the _____ day of _____ 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 2-17-3777, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-56 (ANIMAL REGULATIONS) TO ENSURE CONSISTENCY WITH TITLE 13 (ANIMALS)

on the _____ day of _____ 2018, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Attachment 1 - Proposed Ordinance (1655 : Zoning Text Amendment 2-17-3777 (Animal Regulations))

Ordinance No. 2018-

Attachment: Attachment 1 - Proposed Ordinance (1655 : Zoning Text Amendment 2-17-3777 (Animal Regulations))

Chapter 9-56 ANIMAL REGULATIONS

Sections:

- 9-56.010 Purpose and intent.
- 9-56.020 Commercial animal facilities.
- 9-56.030 Keeping of animals in residential districts.
- 9-56.040 Permitted animals.
- 9-56.050 Prohibited animals.
- 9-56.060 Animal restraint.
- 9-56.070 Animal structures.
- 9-56.080 Boarding of animals.
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- 9-56.150 Appeal procedure.
- 9-56.160 Special animal permit validity.

9-56.010 Purpose and intent.

The purpose and intent of this chapter is to provide guidance and standards with regard to the keeping of animals within the community. Additional rules and regulations can be found in Title 13. (Ord. 98-8 § 2 (part); prior code § 9-46.010)

9-56.020 Commercial animal facilities.

A conditional use permit shall be required for any commercial animal facility including equitation facilities, kennel facilities or a veterinary service hospital/clinic on any lot within any zone where so permitted. AFacilities are subject to the requirements of Chapter 13-48, and a license or animal permit issued by Orange County Animal Controlthe City of Mission Viejo Animal Services Manager or designee may be required as a condition of approval for any conditional use permit ~~or site development plan~~ needed to develop commercial animal facilities.

Where permitted, all animal maintenance activities, kennels, clinics, hospitals, sales and grooming facilities or uses shall be conducted within a totally enclosed building and shall comply with appropriate development standards of the underlying zone. Grooming of equine animals is permitted outdoors provided that appropriate drainage facilities are

available for washing activities and that clippings are disposed of in a trash receptacle. (~~Ord. 98-8 § 2 (part): prior code § 9-46.020~~)

9-56.030 Keeping of animals in residential districts.

Animal husbandry is permitted within residential districts of the city. ~~Except as provided herein, or as specified by a specific zoning district regulation, the number and types of animals permitted to be husbanded shall be in accordance with procedures and regulations provided for animal control within the contract service agreement between the city and county of Orange.~~

All animal maintenance activities shall be conducted within a totally enclosed building with the exception of domesticated farm animals which may be groomed outdoors provided that appropriate drainage facilities are available for washing activities and that clippings are disposed of in a trash receptacle. (~~Ord. 98-8 § 2 (part): prior code § 9-46.030~~)

9-56.040 Permitted animals.

The following animals are permitted within residential districts of the city:

- A. Not more than ~~three~~four licensed dogs over the age of four months and ~~three~~four cats aboveover the age of four months.
- B. Ten hamsters, guinea pigs, domesticated rats mice or other mammals of similar size, nonpoisonous snakes, reptiles, birds, or any combination thereof.
- C. Amphibians or fish contained in aquariums or ponds.
- D. A minimum lot size of fifteen thousand (15,000) square feet is required for the keeping of domesticated farm animals. The number of domesticated farm animals permitted on any given property shall be based on the following measure of animal units:

Type of Animal	# of Units
1 horse, pony, donkey or mule	1
1 cow	1
1 sheep	1
2 miniature horses	1
2 goats	1

2 pot-bellied pigs	1
3 rabbits	1
1 emu/ostrich	1
1 llama/alpaca/guanaco	1
6 chickens	1
2 turkeys	1
2 ducks	1
2 geese	1
8 homing pigeons	1

The permitted number of animal units shall be based on the following:

Min. Lot Size (acres)	# of Animal Units
15,000 sq. ft. (0.34)	2
21,780 sq. ft. (0.50)	3
32,670 sq. ft. (0.75)	4
43,560 sq. ft. (1.00)	5
54,450 sq. ft. (1.25)	6
65,340 sq. ft. (1.50)	7
76,230 sq. ft. (1.75)	8
87,120 sq. ft. (2.00)	9
98,010 sq. ft. (2.25)	10

1. No more than ten animal units shall be allowed on any residential lot or parcel.
2. Young animals born to a permitted animal may be kept on the site, without constituting additional animal units, until such animals are weaned. For cats and dogs this period shall not exceed four months. For horses this period shall not exceed twelve (12) months. For other animals not listed, the weaning period shall not exceed six months.
3. A minimum of one hundred fifty (150) square feet of flat lot area (slope less than ten percent) shall be provided for each horse.

The keeping of a type or number of animal not specified herein shall require the approval of a special animal permit (Section 9-56.110 of this chapter) and ~~any permits required by Orange County Animal Control~~ an Additional or Unusual Animal License as required pursuant to Chapter 13-44.

~~E. Nonconforming Animals. Property owners who wish to apply for and obtain special animal permits for any existing animals that are above and beyond the number permitted outright by the provisions of this chapter may do so prior to January 1, 1999 free of charge. Any special animal permit granted in accordance with this section shall require compliance with the "maintenance of premises" provisions outlined in Section 9-56.090 of this chapter. (Ord. 98-8 § 2 (part); prior code § 9-46.040)~~

9-56.050 Prohibited animals.

The following are prohibited within residential districts of the city:

- A. Crowing type birds or fowl, including but not limited to roosters and peacocks.
- B. More than the number and type of animals specified in Section 9-56.040 of this chapter unless ~~proper licensing from Orange County Animal Control and~~ a special animal permit from the city ~~has been and~~ an Additional or Unusual Animal License are obtained, as required pursuant to Chapter 13-44.
- C. Maintenance and care of permitted species which fails to protect the health and physical care of the species or creates public health, safety, or nuisance violations.
- D. Apiaries, except as provided for by Chapter 9-12 of this title.
- E. Any species of animal the possession of which is prohibited by state or federal law. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.050)~~

9-56.060 Animal restraint.

Each owner of an animal shall be responsible to insure proper control and restraint of such animal in a manner that provides both the animal and general public reasonable protection. All species when not enclosed by fencing or suitable enclosure shall be restrained by leash or tether or transported within enclosed vehicles or cages. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.060)~~

9-56.070 Animal structures.

Structures or facilities used to house domesticated farm animals shall be considered accessory structures. In order to provide reasonable protection to adjacent uses and

insure the general health and welfare, greater setbacks and limitations are needed for these facilities than are permitted for typical accessory structures under the code. No open domesticated farm animal facility including, but not limited to, a pasture, corral, or paddock shall be located closer than fifty (50) feet to any residential structure on an adjacent lot or building pad for vacant parcels, or within any front yard setback area. Enclosed domesticated farm animal structures, such as barns, stalls, or tack rooms shall adhere to the same standards as open animal facilities except that enclosed structures shall be set back ten feet from any side property line, unless they are located within the required rear yard setback in which case they may be located three feet from any side or rear property line. ~~(Ord. 98-8 § 2 (part): prior code § 9-46.070)~~

9-56.080 Boarding of animals.

The boarding of domesticated farm animals other than equine is prohibited. Not more than two horses, donkeys, mules or other equine which are not for the personal use of the occupant of the lot or parcel may be kept, maintained, or otherwise boarded on the lot or parcel, whether or not compensation in the form of money, goods or services is received from the owner or user of the animal, subject to the following conditions:

- A. Such boarding shall only be conducted by the owner-occupant of the property. Boarding by other than owner-occupants is prohibited.
- B. Any equine boarded pursuant to this subsection shall be counted as part of the total number of animals allowed on the lot or parcel.
- C. All requirements of this chapter as to the maintenance of animals shall be complied with.
- D. Any permits and licenses required by ~~Orange County Animal Control~~the City of Mission Viejo Animal Services Manager or designee for the boarding of animals must be obtained.

The boarding of more than two horses, donkeys, mules or other equine which are not for the personal use of the owner-occupant of the property may be permitted subject to the approval of a special animal permit and an Additional or Unusual Animal License, as required pursuant to Chapter 13-44. The boarding of more than the number of horses, donkeys, mules or other equine permitted on a residential property is subject to the approval of a conditional use permit. ~~(Ord. 98-8 § 2 (part): prior code § 9-46.080)~~

9-56.090 Maintenance of premises.

The occupant of any premises on which any animal is kept shall keep and maintain the animal(s) and premises in such a manner as not to be detrimental to the health, safety, or welfare of any person on any adjoining property or of the general public, nor be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the premises. Such maintenance shall be at least sufficient to keep dust, odors and flies from having an adverse effect on any other property. The following techniques are recommended to meet the maintenance standards specified by this section and shall be utilized if no other alternative techniques sufficient to meet the standard are utilized:

- A. All manure shall be removed from the ground and stalls at least once in every twenty-four (24) hour period and placed in a covered container. All manure shall be removed from the premises or composted at least once every seven days.
- B. A sprinkler system adequate to control dust in corral areas shall be installed and utilized as necessary on the premises.
- C. Chemical spray and/or bait shall be utilized as frequently as necessary for fly control.
- D. Touch or float activated watering devices with automatic shut-off shall be utilized for animal drinking water in lieu of standing water in troughs in order to minimize the potential for mosquitoes.

An unreasonable accumulation of manure, standing surface water and refuse in a corral or stable area constitutes a health hazard. Therefore, corrals and stable areas shall be maintained in a clean and sanitary condition at all times and standing surface water, refuse and manure shall not be permitted to accumulate. ~~(Ord. 98-8 § 2 (part): prior code § 9-46.090)~~

9-56.100 Special animal permit.

Animals in excess of the number permitted by the provisions of this chapter, or animals not specified by this chapter may be kept or maintained as a pet or for the personal use of the occupants of the premises, or more than two horses may be boarded on a residential property subject to the approval of a special animal permit. Special animal permit applications may be filed if one of the following criteria are met:

- A. The animal is of a species not specifically permitted or prohibited by any law, and will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.

B. Addition of the animal to others on the premises would cause the total number of such animals to exceed the maximum number of nonboarded otherwise permitted, but will not be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the premises. A special animal permit shall not be issued to permit any horse, donkey, mule, other equine, cattle, sheep or goat to be kept or maintained on any lot or parcel with an area of less than fifteen thousand (15,000) square feet.

C. The number of boarded horses, donkeys, mules or other equine exceeds two but does not cause the maximum allowable animal units for the property to be exceeded. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.100)~~

9-56.110 Application for special animal permit.

Any person desiring a special animal permit may file an application with the city. No application shall be filed or accepted if final action has been taken within one year prior thereto by either the Community Development Director or Planning Agency on an application requesting the same, or substantially the same permit. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.110)~~

9-56.120 Requirements for complete special animal permit applications.

An application for a special animal permit shall contain the following information:

- A. The name and address of the applicant and of all persons owning any or all of the property on which the animal(s) will be maintained;
- B. Evidence that the applicant is the owner of the property involved, or has written permission from the owner(s) to file such application;
- C. The location and size of the subject property;
- D. The type and number of the animals requested;
- E. A title report for the property. The Community Development Director, in his or her discretion, may require that a more recent title report be prepared;
- F. A site plan indicating:
 - 1. The area and dimensions of the building or enclosure for the use or keeping of the animal(s) as well as the locations and dimensions of all other structures on immediately adjacent properties, and

2. Site drainage patterns;

G. A mailing list and labels of the names and addresses of all: (1) owners of the property adjacent to the exterior boundaries of the subject property; and (2) occupants of property adjacent to the exterior boundaries of the subject property. For purposes of this section, owners shall be those persons who are shown on the latest available assessment roll of the county of Orange;

H. Such other information deemed necessary by the Community Development Director to substantiate the following facts:

1. That the requested animal(s) at the location proposed will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare, and
2. That the proposed site is adequate in size and shape to accommodate the animal(s) requested without material detriment to the use, enjoyment or valuation of the property of other persons located in the vicinity of the site;

I. The application shall be accompanied by a filing fee in an amount as established by resolution of the City Council. ~~(Ord. 98-8 § 2 (part): prior code § 9-46.120)~~

9-56.130 Notice of application for special animal permit.

A. Upon receipt of an application for a special animal permit, the Community Development Director or his or her designee shall send all persons whose names and addresses appear on the mailing list provided by the applicant a notice informing them of the applicant's request.

Any individual so notified may express opposition to the granting of the permit by filing a written protest with the Community Development Director within ten days after the date of such notice.

B. The Community Development Director or his or her designee shall notify the ~~Director of Orange County Animal Control~~City of Mission Viejo Animal Services Manager or designee requesting that agency's technical opinion relative to maintaining such animals properly as indicated in the application and site plan. ~~(Ord. 98-8 § 2 (part): prior code § 9-46.130)~~

9-56.140 Approval or denial of special animal permit.

A. The decision to grant or deny a special animal permit shall be within the discretion of the Community Development Director. In rendering the decision, the Community Development Director shall consider: (1) the sufficiency of the complete special animal permit application pursuant to Section 9-56.120 of this chapter; (2) all timely submitted written protests; and (3) any technical opinion or report relevant to the application submitted by ~~Orange County Animal Control~~the City of Mission Viejo Animal Services Manager or designee. A decision granting or denying a special animal permit shall set forth specific findings as to whether the animal(s): (1) will or will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety or general welfare; and (2) will or will not cause material detriment to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

B. In approving an application for a special animal permit, the Community Development Director may impose such conditions as deemed necessary to insure that the animal(s) will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety or general welfare, and that there will be no material detriment to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

C. The Community Development Director shall inform in writing the applicant and any persons who filed written protests of his decision. Any decision of the Community Development Director may be appealed by the applicant or by any interested party by filing a written appeal with the Community Development Director within ten days after the date of mailing. The appeal shall be accompanied by a fee, established by resolution of the City Council. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.140)~~

9-56.150 Appeal procedure.

A. Upon receipt of an appeal from a decision of the Community Development Director filed pursuant to subsection C of Section 9-56.140 of this chapter, the Director or his or her designee shall notice a public hearing before the Planning Agency. Notice of such hearing shall be sent to all persons to whom notice of the application was sent pursuant to Section 9-56.130 of this chapter.

B. The Planning Agency shall conduct a hearing on the matter. At the conclusion of the hearing, the Planning Agency shall determine whether to affirm, reverse, or modify the decision of the Community Development Director. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.150)~~

9-56.160 Special animal permit validity.

A. A special animal permit is issued for the benefit and use of the applicant therefor and for members of the applicant's family residing with said applicant and shall terminate and be of no further force or effect when said applicant and family cease to occupy the premises described in the special animal permit application.

B. A special animal permit may be revoked for the reasons and pursuant to the provisions of Section 9-92.110 and this chapter of the Laguna Hills development code.

~~and Titles 4 and 5 of the Orange County Code.~~

~~(Ord. 98-8 § 2 (part); prior code § 9-46.160)~~

DRAFT



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

FROM: Gregory E. Simonian
City Attorney

ISSUE: Filing City Council Vacancy Pursuant to Government Code Section 36512

RECOMMENDATION: That the City Council take action to approve one of the following options to fill the vacancy in Council Member Kogerman's office prior to September 9, 2018: (1) Option 1. Appoint a qualified individual to fill the vacancy on an interim basis until the November 2018 General Municipal Election, either through a direct appointment or by following an application and interview process. If the Council fills the vacancy by appointment, that person would serve briefly on an interim basis until the November 2018 General Municipal Election. (2) Option 2. Leave the seat temporarily vacant and defer to the upcoming November 6, 2018 General Municipal Election, which has already been called, to fill Council Member Kogerman's seat.

SUMMARY:

On July 2, 2018, Council Member Kogerman submitted a letter of resignation to the City Clerk,¹ which made effective her resignation from the City Council on July 11, 2018. At the July 10, 2018 meeting of the City Council, the City Council accepted Council Member Kogerman's resignation, and a report was made by the City Attorney discussing the City Council's options to fill the vacancy created in Council Member Kogerman's office.

Due to the City's adopted term limits, Council Member Kogerman's final term of office will expire following the November 2018 General Municipal Election. Therefore, at the

¹ Government Code Sections 1770(c) and 1750(f).
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Options Available for Filing City Council Vacancy

August 28, 2018

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July 10, 2018 meeting, two options were presented to the City Council to fill Council Member Kogerman's seat through the term of her office ending in December 2018.

The first option allows the City Council to appoint a qualified individual to fill the vacancy on an interim basis until the November 2018 General Municipal Election, either through a direct appointment or by following an application and interview process. If the Council fills the vacancy by appointment, that person would serve briefly on an interim basis until the November 2018 General Municipal Election. The second option permits the City Council to call for a special election, or as a practical matter in this case, leave the seat temporarily vacant and defer to the upcoming November 6, 2018 General Municipal Election, which has already been called, to fill Council Member Kogerman's seat. The City Council was informed that the decision to fill Council Member Kogerman's seat must be made within 60 days from the commencement of the vacancy, which ends September 9, 2018. The City Council received and filed the report on July 20, 2018, which is provided as Attachment "A."

BACKGROUND:

Government Code Section 36512 requires the City Council to take action no later than September 9, 2018 to determine the procedure for filling the vacancy in Council Member Kogerman's office. Therefore, Staff recommends that the City Council take action to fill the vacancy created by Council Member Kogerman's resignation through either an appointment process or by calling for a special election, as briefly described below.

1. Appointment.

The City Council may appoint a qualified individual to fill the vacancy by either a) direct appointment or b) through an application and interview process. Although not legally required, it is common for cities to conduct an application and interview process to fill a city council vacancy by appointment. If the City Council decides to interview qualified candidates following the completion of an application process, the interviews must be conducted during either a regularly scheduled meeting or a special meeting of the City Council and cannot be held in closed session. The person appointed to fill the vacancy would hold office on an interim basis only, for the remainder of Council Member Kogerman's term, which will automatically expire following the November 2018 General Municipal Election.

Options Available for Filing City Council Vacancy

August 28, 2018

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2. Special Election.

The City Council may alternatively fill the vacancy by calling for a special election. Under Government Code Section 36512(b), a special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. The next available special election date is November 6, 2018, which has already been called by the City Council for the General Municipal Election. Therefore, a special election would coincide with the General Municipal Election, which has already been called.

If a special election were called, there would be no term of office left to serve because Council Member Kogerman's term of office automatically expires upon the November 2018 election. Therefore, as a practical matter, the City Council may leave the seat temporarily vacant and defer to the upcoming November 6, 2018 General Municipal Election, which has already been called, to elect a new Member to serve a full four-year term on the City Council.

3. Alternatives.

As discussed above, the City Council must take action by September 9, 2018 to determine the procedure for filling the vacancy in Council Member Kogerman's office. The City Council may receive and file this report and postpone the decision on which option to choose. If the decision is postponed, the City Council must call a Special Meeting on or before September 9, 2018 to take action to fill the vacancy.

FISCAL IMPACT:

Option 1: An appointment process to fill a vacancy on the City Council on an interim basis would not result in any increased fiscal impact beyond assigned staff time and associated legal review.

Option 2: If the City Council leaves the seat temporarily vacant and defers to the 2018 General Municipal Election, the anticipated cost of calling and conducting an election has been previously budgeted for \$25,000.

ATTACHMENTS:

- Attachment A - City Council Regular Meeting Agenda Item 6.2.1 Staff Report dated July 10, 2018, and related attachments



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018

TO: Mayor and Council Members

FROM: Gregory Simonian

ISSUE: Resignation of Council Member Barbara Kogerman - Discussion of Filling City Council Vacancy Pursuant to Government Code Section 36512

RECOMMENDATION: That the City Council take action by no later than September 9, 2018, to approve one of the following options to fill the vacancy in office created by Council Member Kogerman's resignation: (1) Option 1. Appoint a qualified individual to fill the vacancy in office, either through a direct appointment or by following an application and interview process. If the Council fills the vacancy by appointment, that person would serve on an interim basis until the November 2018 General Municipal Election. (2) Option 2. Call for a special election. A special election must be held on the next regularly scheduled established election date not less than 114 days from the call of the special election, which is November 6, 2018. Calling for a special election generally requires the person elected to fill the vacancy to hold office for the remainder of the unexpired term. Due to the City's adopted term limits, Council Member Kogerman is serving her final term of office, which will expire following the November 2018 General Municipal Election. There are no available established election dates to hold a special election prior to the November 6, 2018 General Municipal Election, which the City Council has already called by Resolution No. 2018-05-08-03. Therefore, as a practical matter, the City Council has the option of leaving the seat temporarily vacant and deferring to the General Municipal Election on November 6, 2018, which has already been called, to fill Council Member Kogerman's seat.

SUMMARY:

Effective July 11, 2018, the Honorable Barbara Kogerman will resign her position as a City Council Member. As a result, the City Council must address the issue of filling the

Discussion of Filling City Council Vacancy

July 10, 2018

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vacancy. Government Code Section 36512(b) obligates the City Council to take action within 60 days from the commencement of the vacancy and sets forth the options which the City Council may choose to fill the vacancy. Under State law, the City Council has until September 9, 2018 to choose to either make an appointment or call for a special election, as discussed below.

On July 2, 2018, Council Member Kogerman submitted a letter of resignation to the City Clerk,¹ which makes effective her resignation from the City Council on July 11, 2018. A copy of Council Member Kogerman's letter of resignation to the City Clerk is provided as Attachment "A". An effective resignation creates a vacancy. The vacancy commences on the effective date of the resignation. There is no legal requirement for the City Council to take action to accept the resignation. As a result, by operation of the terms of the letter submitted by Council Member Kogerman to the City Clerk, her resignation will be effective on July 11, 2018, creating a vacancy in her seat on the City Council. This announcement requires the City Council to consider the alternatives for filling the vacancy created by Council Member Kogerman's resignation to complete her term of office ending December 2018.

Under State law, if a vacancy occurs on a city council, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The City Council's decision on which procedure the Council will use to fill the vacancy must be made by no later than September 9, 2018, according to the statutory deadline. Therefore, Staff recommends that the City Council take action by no later than September 9, 2018, to approve the use of one of the following options to fill the vacancy: 1) fill the vacancy by appointment, either through a direct appointment or by following an application and interview process, or 2) call for a special election, which is not a practical option as further discussed below, and instead leave the seat temporarily vacant and defer to the 2018 General Municipal Election to fill Council Member Kogerman's seat, which the City Council has already called by adoption of Resolution No. 2018-05-08-3, a copy of which is attached hereto as Attachment "B".

BACKGROUND:

Government Code Section 36512 governs the filling of council vacancies for general law cities. Pursuant to Government Code Section 36512, if a vacancy occurs on a city

¹ Government Code Sections 1770(c) and 1750(f).

Discussion of Filling City Council Vacancy

July 10, 2018

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council, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call for a special election to fill the vacancy. A copy of Government Code Section 36512 is provided as Attachment "C". Therefore, the City Council has two alternative courses of action to consider:

1. Appoint a Qualified Individual to the Vacant Office, Either Through Direct Appointment or by Following an Application and Interview Process.

a. Filling Vacancy by Appointment.

The City Council may take action to appoint a qualified individual to fill the vacancy. If the Council exclusively selects the appointment procedure, the Council may choose to a) make a direct appointment of an individual to the vacancy, or b) may wish to consider establishing an application and interview process. Although not legally required, it is common for cities to conduct an application and interview process in connection with the filling of a city council vacancy by appointment. There is no legal requirement that the Council use any particular method of selection for making the appointment. The Council does not, for example, have any obligation to appoint someone who ran in the last election; however, that is not precluded. It is common in such situations, however, for a council to notice the vacancy and to invite applications from interested residents.

If the Council decides to conduct interviews of qualified candidates following the completion of an application process, it must be done at a noticed public meeting. The appointment must be made during either a regularly scheduled meeting or a special meeting of the City Council. State law does not authorize closed session meetings for purposes of interviewing candidates or discussing city council vacancies. The decision to appoint must be made by, and no later than, September 9, 2018. Any person appointed to fill a vacancy possesses all of the rights and powers and is subject to all of the liabilities, duties, and obligations of the officer whose vacancy he or she fills.²

b. Term of Appointment.

In the event the City Council decides to proceed by way of appointment, the person appointed to fill the vacancy would hold office on an interim basis

² Government Code Section 1777.

Discussion of Filling City Council Vacancy

July 10, 2018

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only, for the remainder of Council Member Kogerman's unexpired term. Due to the City's adopted term limits ordinance, Council Member Kogerman is serving her final term of office, which will automatically expire following the November 2018 General Municipal Election.

Council Member Kogerman was first elected as a Member of the City Council in 2010 for a four-year term and then appointed in 2014 to serve a second, four-year term due to the cancellation of the 2014 General Municipal Election. Laguna Hills Municipal Code Section 2-04.080 allows City Council Members to serve a maximum of two consecutive terms. As Council Member Kogerman was seated to fill two, consecutive terms from 2010–2014 and 2014–2018, her final term of office is set to expire in December 2018. Therefore, on May 8, 2018, in anticipation of the expiring terms for three City Council Members, including Council Member Kogerman, the City Council called for an election in the November 2018 General Municipal Election to elect three Members.

Under State law, if a city council decides to fill a vacancy by appointment, the person appointed to fill the vacancy holds office for the unexpired term of the former incumbent. Should the City Council appoint someone to fill Council Member Kogerman's seat, the person appointed will serve on the City Council for the duration of her term, until December 2018.

c. Appointment Process.

If the Council proceeds by way of a direct appointment, it may choose to simply appoint a qualified individual to the vacant office after deliberation and a majority vote of the Council³. Alternatively, the Council may wish to consider establishing a formal application and interview process, which may include addressing such issues as the following: a) public notice inviting applications for appointment to the Council; b) development of an application process, criteria for qualified candidates, and schedule, along with whether candidates should be required to complete and submit an application packet including a City application form, a questionnaire, and a California Fair Political Practices Commission Form 700, Statement of Economic Interests; and c) development of an interview process and schedule, including

³ A person is not eligible to hold office as a city council member unless he or she is an elector of the City of Laguna Hills and a registered voter of the City.

development of a set of questions for the Council to ask qualified candidates during scheduled interviews conducted at noticed public meetings. Again, there is no legal requirement that the Council use any particular method of selection; however, Staff does recommend that with either alternative, an established process should be followed.

2. Call for the Filling of a Vacancy by Special Election.

If the City Council decides not to fill the vacancy by appointment, then the Council must call a special election by no later than September 9, 2018. Government Code Section 36512(b) provides that in the event a special election is called to fill a vacancy, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

The Elections Code provides established election dates on which an election can be lawfully held. Section 1002 of the Elections Code states, "Except as provided in Section 1003, notwithstanding any other provisions of law, all state, county, municipal ... elections shall be held on an established election date." Section 1003 has no application in this context. Elections Code Section 1000 sets forth the established election dates, which are:

- (a) The second Tuesday of April in each even-numbered year.
- (b) The first Tuesday after the first Monday in March of each odd-numbered year.
- (c) The first Tuesday after the first Monday in June in each year.
- (d) The first Tuesday after the first Monday in November of each year.

Elections held in June and November of each even-numbered year are statewide election dates per Elections Code Section 1001 and would also be considered established election dates.

The dates set forth in subsections (a)–(c) above are not available because they have already passed. The only remaining available established election date is the first Tuesday after the first Monday in November, which is November 6, 2018. However, this date has already been called upon by the City Council for the 2018 General Municipal Election and, therefore, calling a special election would be superfluous.

As discussed above, on May 8, 2018, the City Council called for the November 2018 General Municipal Election to elect three Members to the City Council, including a Member to fill Council Member Kogerman's seat. Calling for a special election would

Discussion of Filling City Council Vacancy

July 10, 2018

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be unnecessary because the special election would coincide with the general municipal election, which has already been called.

Even if a special election were called in November to fill the vacancy in Council Member Kogerman's seat, there would be no term of office left to serve because, as explained above, Council Member Kogerman's term of office automatically expires upon the November 2018 election, as a result of the City's term limit ordinance. An interim Member who is elected to fill a vacancy is only permitted to serve for the remainder of the unexpired term of the former incumbent, and in this instance, the term would automatically expire on the same day the special election takes place. Therefore, as a practical matter, calling a special election is not a viable option for Council Member Kogerman's vacancy because her term of office expires upon the 2018 General Municipal Election, and that election has already been called by the City Council to fill her seat.

Given the above, if the City Council was inclined not to call for a special election and instead leave the seat temporarily vacant until it is filled in the 2018 General Municipal Election, the only question would be whether the statute then compels the City Council to appoint, as it states the City Council "shall" appoint or call a special election. Put another way, does the statute give the City Council only one choice, i.e., to appoint, if there is insufficient time to call for a special election. There is nothing in the statute or other legal authority suggesting this as a required outcome. Further, it appears that the purpose and intent of the vacancy statutes is not to leave the elective office vacant for a lengthy period of time. It would take a tortured reading of the statute to reach the conclusion that the City Council only has one option if a special election is not available, especially under the circumstance that the 2018 General Municipal Election to fill that seat will take place on the same date the special election would be held.

Given that the next available regularly established election date to hold a special election is November 6, 2018, which is the date Council Member Kogerman's office is up for election in the General Municipal Election, calling for a special election serves no useful purpose. Therefore, in lieu of calling for a special election, the City Council has the option of leaving the seat temporarily vacant and deferring to the November 6, 2018 General Municipal Election, which has already been called, to elect a new Member to serve a full four-year term on the City Council.

3. Alternatives.

The City Council may receive and file this report and postpone the decision on which option to choose and continue this item to a future meeting, or continue the item and direct staff to return with additional information. The City Council has 60 days from the effective date of the resignation, which is September 9, 2018, to either (1) fill the vacancy on an interim basis with an appointment, or (2) call for a special election which, as discussed above, is not a practical option and therefore leave the seat temporarily vacant and defer to the 2018 General Municipal Election, which has already been called, to fill Council Member Kogerman's seat.

FISCAL IMPACT:

Option 1: An appointment process to fill a vacancy on the City Council on an interim basis would not result in any increased fiscal impact beyond assigned staff time and associated legal review.

Option 2: If the City Council leaves the seat temporarily vacant and defers to the 2018 General Municipal Election, the anticipated cost of calling and conducting an election has been previously budgeted for \$25,000.

ATTACHMENTS:

- Attachment "A" - Council Member Kogerman's July 2, 2018 Letter of Resignation
- Attachment "B" - Resolution No. 2018-05-08-3 Calling for the 2018 General Municipal Election
- Attachment "C" - Government Code Section 36512

THE HONORABLE BARBARA KOGERMAN
CITY COUNCIL MEMBER, CITY OF LAGUNA HILLS
949-422-6203
Kogerman4council@cox.net
25231 Mawson Drive
Laguna Hills, CA 92653

Via Email & Hand-Delivered

Melissa Au-Yeung, City Clerk
Honorable Mayor & Members of the City Council
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

July 2, 2018

Dear Ms. Au-Yeung and Colleagues,

As you may know, my husband Colonel Bill and I will be re-locating to Tulsa, Oklahoma in the very near future. We both are incredibly excited to join our Tulsa family at this stage of our lives, a decision that provides us with the unique opportunity to be active grandparents to five young granddaughters. Nevertheless, it's a bitter-sweet decision we're making, leaving behind our California family, old friends and a community we helped build and love. But the lure of being able to serve as full-time grandparents is too compelling to ignore.

I treasure the relationships I have been privileged to develop over these many years. I will forever reflect positively on my associations with the dedicated public servants who have embodied the ethic of "Service Above Self." I will always remain impressed with my fellow public servants who have given selflessly for the greater good, those who fought the great fight to solve vexing local and regional issues and for respecting individual differences as we collectively strove for positive solutions. As one of you, I know firsthand the dedication each of you has demonstrated.

I'm incredibly thankful for all who have expressed support for me in my public life and for the kind words expressing the notion that I too joined my esteemed colleagues in many of these worthy pursuits.

With humility and gratitude, I bid you farewell. I sincerely thank each of you for your historic leadership and for permitting me the opportunity to participate with you in the development and stability of our beloved community.

With that said, I hereby reluctantly tender to the City Clerk my irrevocable resignation as a Laguna Hills City Council Member, effective July 11, 2018, at which time I will embrace my new and exciting role as a Grandma. God bless each of you.

Sincerely,


Barbara D. Kogerman

cc: Donald J. White, City Manager
Gregory E. Simonian, City Attorney

RESOLUTION NO. 2018-05-08-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 6, 2018, for the election of Municipal Officers;

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Laguna Hills, California, on Tuesday, November 6, 2018, a General Municipal Election for the purpose of electing three Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

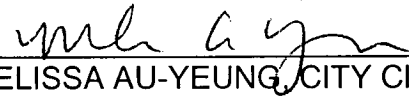
SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED, AND ADOPTED this 8th day of May 2018.


MELODY CARRUTH, 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. 2018-05-08-3 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 8th day of May 2018, by the following vote:

AYES: Council Members Heft, Kogerman, Sedgwick, Mayor Pro Tempore Gilbert, and Mayor Carruth

NOES None

ABSENT: None

ABSTAIN: None

(SEAL)


MELISSA AU-YEUNG, CITY CLERK

State of California

GOVERNMENT CODE

Section 36512

36512. (a) If a vacancy occurs in an appointive office provided for in this chapter, the council shall fill the vacancy by appointment. A person appointed to fill a vacancy holds office for the unexpired term of the former incumbent.

(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

(1) If the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.

(2) If the council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:

(A) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date the council is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.

(c) Notwithstanding subdivision (b) and Section 34902, a city may enact an ordinance that does any of the following:

(1) Requires that a special election be called immediately to fill every city council vacancy and the office of mayor designated pursuant to Section 34902. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

(2) Requires that a special election be held to fill a city council vacancy and the office of mayor designated pursuant to Section 34902 when petitions bearing a specified number of verified signatures are filed. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the filing of the petition. A governing body that has enacted such an ordinance may also call a special election pursuant to subdivision (b) without waiting for the filing of a petition.

(3) Provides that a person appointed to fill a vacancy on the city council holds office only until the date of a special election which shall immediately be called to fill the remainder of the term. The special election may be held on the date of the next regularly established election or regularly scheduled municipal election to be held throughout the city not less than 114 days from the call of the special election.

(d) (1) Notwithstanding subdivision (b) and Section 34902, an appointment shall not be made to fill a vacancy on a city council if the appointment would result in a majority of the members serving on the council having been appointed. The vacancy shall be filled in the manner provided by this subdivision.

(2) The city council may call an election to fill the vacancy, to be held on the next regularly established election date not less than 114 days after the call.

(3) If the city council does not call an election pursuant to paragraph (2), the vacancy shall be filled at the next regularly established election date.

(e) (1) If the city council of a city that elects city council members by or from districts elects to fill a vacancy on the city council by appointment as a result of a city council member resigning from office, the resigning city council member may cast a vote on the appointment if the resignation will go into effect upon the appointment of a successor. A city council member shall not cast a vote for a family member or any other person with whom the city council member has a relationship that may create a potential conflict of interest.

(2) If a city council member elects to cast a vote under this subdivision, the city council member shall be prohibited from the following actions for a period of two years after the appointment of a successor:

(A) Advocating on any measure or issue coming before the city council in which the city council member may have a personal benefit.

(B) Entering into a contract of any kind with the city or a city vendor.

(C) Accepting a position of employment with the city or a city vendor.

(D) Applying for a permit that is subject to the approval of the city council.

(3) This subdivision shall not apply to any city council member who is resigning from the city council due to charges of, or conviction for, corruption or criminal behavior, or who is subject to a recall election.

(Amended by Stats. 2015, Ch. 185, Sec. 1. (AB 952) Effective January 1, 2016.)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: First Reading and Introduction of a Proposed Ordinance Amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to Adopt New Chapter 1-36 and Amending Chapter 1-32 (General Penalty) to Adopt New Section 1-32.060 to Enact an Administrative Citation Program

RECOMMENDATION: That the City Council Introduce for First Reading, Read By Title Only, and Waive Further Reading, an Ordinance Entitled: “An Ordinance of the City Council of the City of Laguna Hills, California, Amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to Adopt New Chapter 1-36 and Amending Chapter 1-32 (General Penalty) to Adopt New Section 1-32.060 to Enact an Administrative Citation Program.”

SUMMARY:

California Government Code Section 53069.4 authorizes general law cities to utilize civil penalties or administrative citations as a means of enforcing municipal code provisions. Many cities have enacted such administrative code enforcement remedies as an alternative or as a complement to civil actions or criminal prosecution of Municipal Code violations. Moreover, on December 13, 2016, as part of a cooperative agreement with the City of Mission Viejo to provide Animal Control services, the City Council approved an ordinance amending and restating Title 13 of the Laguna Hills Municipal Code (“LHMC”) regarding animal control, welfare, and licensing to substantially conform to similar ordinances in Mission Viejo. The amendments to LHMC Title 13 require the City to allow for the use of administrative citations to enforce the Animal Control provisions.

The proposed Ordinance adopts a new Chapter 1-36 to the LHMC, as well as other code

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amendments, to add key provisions which allow the City the alternative to issue administrative citations and associated fines and penalties for Municipal Code violations, including Title 13 (Animal Control) provisions. The proposed Ordinance includes notice and service provisions, an appeal process, and a provision clarifying that the administrative citation process does not prevent the City from utilizing other enforcement methods or recovering abatement costs. Instead, it is an extra code enforcement tool for authorized animal control officers and City code enforcement officers to gain compliance with the Municipal Code.

Staff has worked with the City Attorney's office to prepare the proposed Administrative Citation Program and enabling Ordinance, which is attached hereto as **Attachment A**.

BACKGROUND:

If adopted by the City Council, Chapter 1-36 will be added to the Laguna Hills Municipal Code to establish an Administrative Citation Program to complement the City's existing code enforcement remedies and to provide another option to gain compliance with the Municipal Code.

Importantly, Section 5 of the Agreement with Mission Viejo for Animal Control and Shelter Services requires Laguna Hills to adopt an ordinance pertaining to animal control which allows animal control officers to issue administrative citations. The Animal Control Ordinance adopted by the City Council on December 13, 2016, includes specific provisions for administrative citations for violations of LHMC Title 13, but Laguna Hills must adopt an ordinance in accordance with Government Code section 53069.4 to enable authorized animal control officers and City code enforcement officers to issue these administrative citations. The Animal Control and Shelter Services Agreement requires enforcement officers to have the authority to issue administrative citations for LHMC Title 13 violations.

Depending on the severity of the Municipal Code violation, an administrative enforcement process may be a preferable alternative to criminal prosecution. The administrative citation process is generally speedy and efficient; it is oriented towards obtaining compliance; and moreover, it may in some cases conserve public resources.

AUTHORITY:

Under State law, the legislative body of a local agency may by ordinance make any violation of any ordinance enacted by the local agency subject to an administrative fine

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or penalty. The local agency is required, however, to set forth by ordinance the administrative procedures that will govern the imposition, enforcement, collection, and administrative review by the local agency of the administrative fines or penalties. The administrative procedures enacted by a local agency should provide for a reasonable period of time for a person responsible for a continuing violation to correct or to otherwise remedy the violation prior to the imposition of administrative fines or penalties. (Government Code section 53069.4.)

The Administrative Citation Process:

The administrative citation process begins by an enforcement officer issuing a written notice of violation and order setting forth the violations and establishing a compliance deadline. The notice includes a warning that administrative penalties of up to a specific dollar amount per day, per violation, may be issued as a consequence of failure to follow the order. The enforcement officer then conducts a re-inspection. If the violation remains, the enforcement officer issues an administrative citation. The administrative citation contains a correction date as well as a date by which the citation must be paid or appealed.

Should the property owner or responsible person appeal the citation, an administrative hearing will be scheduled within ninety days of the date of the appeal request. During the hearing, evidence is presented to a hearing officer. The hearing officer makes findings which result in a written order either upholding or rescinding the citation. This order then becomes a final decision and is appealable to the Orange County Superior Court. Failure to comply with the order may also result in the matter being referred to the City Attorney's office for legal action. Importantly, the administrative citation process does not in any way limit the ability of the City to utilize civil or criminal penalties to enforce the Municipal Code.

In the case of administrative citations, the amount of the penalty will be set forth in a schedule of penalties established by resolution of the City Council. A draft resolution with a proposed Administrative Citation Fines and Penalty Schedule for violations is attached hereto as **Attachment B** for review and consideration.

Staff proposes a system of standard penalty amounts as follows: \$100 for the first violation, \$200 for the second, same violation within one year of the citation for the first violation, and \$500 for the third, same violation within one year of the citation for the first violation. Should the violation continue, each subsequent citation penalty would also be \$500 for the duration of the year. Payment of any penalty is required within

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30 days from the date of the citation. The resolution would also establish late payment charges.

Standard Administrative Citation Fines and Penalty Amounts	
1 st Violation	\$100
2 nd Violation	\$200
3 rd Violation	\$500
Subsequent Violations	\$500

However, any administrative citations issued by Animal Control officers pursuant to Title 13 are subject to the penalties established in LHMC section 13-08.080(G), as follows: \$300 for the first violation, \$350 for the second, same violation within one year of the citation for the first violation, \$400 for the third, same violation within one year of the citation for the first violation, \$450 for the fourth, same violation within one year of the citation for the first violation, \$500 for the fifth, same violation within one year of the citation for the first violation, and \$550 for the sixth, same violation within one year of the citation for the first violation. Should the violation continue, each subsequent citation penalty would also be \$550 for the duration of the year. Payment of any penalty is required within 30 days from the date of the citation. The resolution would also establish late payment charges.

LHMC Title 13 (Animal Control) - Administrative Citation Fines and Penalty Amounts	
1 st Violation	\$300
2 nd Violation	\$350
3 rd Violation	\$400
4 th Violation	\$450

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5 th Violation	\$500
6 th Violation	\$550
Subsequent Violations	\$550

Application of the Administrative Citation Program is Proposed to be Limited at This Time to LHMC Title 13 (Animal Control) Only; Until the City Manager Directs Otherwise:

Establishment of administrative citation authority at this time is proposed only for purposes of enforcing the City's Animal Control Ordinance (LHMC Title 13), pursuant to the Agreement with the City of Mission Viejo, and Chapter 13-08 of Title 13.

Although the proposed Ordinance also establishes administrative citation authority and procedures for violations of any provision of the Laguna Hills Municipal Code, City staff does not intend to implement the Administrative Citation Program for violations of the Laguna Hills Municipal Code other than Title 13 at this time. City staff will not implement the Administrative Citation Program for Municipal Code violations other than LHMC Title 13 until such time as the City Manager so directs. This will allow staff more time to develop procedures and protocols necessary to implement the program. Per the LHMC, the City Manager is responsible for enforcement of all ordinances.

Staff recommends that the new Administrative Citation Program Ordinance be introduced for the first reading. The required second reading and adoption of the Ordinance, as well as adoption of the proposed Resolution establishing and adopting administrative citation fines and penalties, is anticipated to occur on September 11, 2018, and the Ordinance will become effective 30 days thereafter. Sample of copies of the proposed draft Administrative Citation Format, Notice of Violation Form Letter, Hardship Waiver Declaration, and Request to Appeal Administrative Citation are attached hereto as **Attachments C through F**.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant adverse effect on the environment. If

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approved, the proposed Ordinance would authorize the City to issue administrative citations in accordance with State law and would not have a significant or indirect effect on the environment.

FISCAL IMPACT:

It is anticipated that the adoption of the proposed Administrative Citation Program Ordinance will have no fiscal impact due to the utilization of existing staff, as well as current animal control officer and code enforcement resources. However, in the alternative, the proposed Ordinance may provide a cost savings by employing administrative versus civil or criminal proceedings in support of enforcement actions, which carry associated legal costs.

ATTACHMENTS:

- Attachment A - Proposed Ordinance
- Attachment B - Proposed Draft Resolution Establishing and Adopting Administrative Citation Fines and Penalties (For Future Consideration)
- Attachment C - Proposed Administrative Citation Format (Sample)
- Attachment D - Proposed Notice of Violation (Sample)
- Attachment E - Proposed Hardship Waiver Declaration (Sample)
- Attachment F - Proposed Request to Appeal Administrative Citation (Sample)

Attachment A - Ordinance



ORDINANCE NO. 2018-____

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 1 (GENERAL PROVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO ADOPT NEW CHAPTER 1-36 AND AMENDING CHAPTER 1-32 (GENERAL PENALTY) TO ADOPT NEW SECTION 1-32.060 TO ENACT AN ADMINISTRATIVE CITATION PROGRAM

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

SECTION 1. PURPOSE AND FINDINGS. The purpose of this Ordinance is to enact an administrative citation program as authorized by Government Code section 53069.4 as an alternative method of enforcement for violations of the Laguna Hills Municipal Code in order to protect and promote the public health, safety, and general welfare. In furtherance of this objective, the City Council of the City of Laguna Hills hereby finds and determines that:

(a) Enforcement of the Laguna Hills Municipal Code (LHMC) throughout the City is an important public service. Code enforcement is vital to the protection of the public's health, safety, welfare and quality of life. The City Council recognizes that a comprehensive code enforcement system that uses a combination of administrative, civil, and criminal remedies helps to more effectively gain compliance with the LHMC.

(b) The City Council also recognizes that effective Animal Control provisions contribute to the overall public health, safety, and welfare in the City. To further improve the services provided by the City, the City Council recently entered into an Agreement with the City of Mission Viejo to provide Animal Control Services in Laguna Hills. As part of this Agreement, Laguna Hills was required to adopt Animal Control provisions consistent with those enacted by the City of Mission Viejo and to implement an administrative citation program to provide Animal Control officers the ability to issue administrative citations for violations of LHMC Title 13.

(c) Additionally, an administrative citation program may be used going forward as an alternative enforcement method to more effectively adjudicate the majority of nuisance-related LHMC violations. An administrative citation program and the establishment of appropriate fines and penalties are intended to act as a reasonable deterrent in preventing violations of the LHMC.

(d) There is a need for an alternative method of enforcement of the LHMC in accordance with the City's constitutional police power. An appropriate method of enforcement is the imposition of administrative penalties as authorized by both California Constitution Article XI, Section 7, and Government Code section 53069.4.

(e) The procedures established in this Ordinance shall be in addition to any criminal, civil, or other legal remedy established by law for violation of the LHMC.

(f) Use of this Ordinance for purposes of achieving compliance with the LHMC shall be at the sole discretion of the City.

SECTION 2. CODE ADOPTION. The following provisions of Title 1 (General Provisions), Chapter 1-36 entitled, "Administrative Citations and Penalties" of the Laguna Hills Municipal Code are hereby adopted to read as follows:

Chapter 1-36

ADMINISTRATIVE CITATIONS AND PENALTIES

- 1-36.010 - Statement of purpose and intent.**
- 1-36.020 - Definitions.**
- 1-36.030 - General enforcement authority.**
- 1-36.040 - Notice of violation.**
- 1-36.050 - Issuance of administrative citation.**
- 1-36.060 - Service procedure for notice of violation and administrative citation.**
- 1-36.070 - Contents of administrative citation.**
- 1-36.080 - Satisfaction of administrative citation.**
- 1-36.090 - Appeal of administrative citation.**
- 1-36.100 – Advance deposit hardship waiver.**
- 1-36.110 - Hearing procedure.**
- 1-36.120 - Hearing officer's decision.**
- 1-36.130 - Failure to pay penalties.**
- 1-36.140 - Dismissal of citation.**
- 1-36.150 - Right to judicial review.**
- 1-36.160 – Alternative compliance actions.**

1-36.010 – Statement of purpose and intent.

The City Council hereby finds and determines that enforcement of the Laguna Hills Municipal Code (LHMC or Code) pursuant to the City's police power is a matter of public health, safety, and welfare and serves important public purposes. This Chapter makes any violation of the provisions of this Code subject to administrative citation and fine. The City Council hereby adopts this Administrative Citation Program as authorized by Government Code section 53069.4 in order to achieve the following goals and objectives:

- A. To protect the public health, safety, and welfare of the citizens of the City.
- B. To gain compliance with the LHMC in a timely and efficient manner by encouraging voluntary and complete compliance with the provisions of this Code and to eliminate nuisances for the protection and benefit of the community.
- C. To establish administrative procedures for the imposition, enforcement, collection, and review of administrative citations and fines pursuant to

Government Code section 53069.4, as may be amended from time to time, and the City's plenary police power.

- D. To provide for an administrative process to appeal the imposition of administrative citations and penalties.

1-36.020 – Definitions.

“Administrative citation” means a written citation issued to a responsible person for any violation of this Code.

“Administrative citation process” means administrative citation warnings, administrative citations and penalties, and the administrative citation appeal and review procedures established by this Chapter.

“Administrative costs” means the administrative citation penalties and civil penalties assessed, all costs incurred by the City from first discovery of a violation through the appeal process and until compliance is achieved, including but not limited to staff time to inspect the property, preparation of notices, preparation for and attendance at any hearing, including appeal hearings, and all legal costs associated with obtaining compliance.

“Building violation” means any violation of this Code pertaining to building, plumbing, electrical, or other similar structural or zoning regulation that does not create an immediate danger to health or safety.

“Code” or “LHMC” means the Laguna Hills Municipal Code, the Laguna Hills Zoning and Development Code, or any ordinance adopted by the Laguna Hills City Council, including, but not limited to, all Uniform Codes or other codes or regulations of the State of California duly adopted by reference or otherwise applicable to the City of Laguna Hills.

“Director” means the director of the issuing department.

“Enforcement officer” means any employee or agent of the City authorized to enforce the provisions of this Code as designated by the City Manager, including but not limited to all law enforcement personnel, code enforcement officers, department directors or their designees, and any duly authorized animal control officers, whether independent contractors or employees.

“Hearing officer” means the person selected by the City Manager to serve as the appointed administrative hearing officer in connection with the timely appeal of an administrative citation.

“Responsible person” means any of the following:

1. A person who causes a Code violation to occur.
2. A person who maintains or allows a Code violation to continue, by his or her action or failure to act.

3. A person whose agent, employee, or independent contractor causes a Code violation by its action or failure to act.

4. A person who is the owner of, or a person who is a tenant, lessee or sublessee with the current right of possession of real property where a property-related Code violation occurs.

5. A person who is the on-site manager of a business, or a person actually or apparently in charge of the business.

6. A person who, pursuant to California Civil Code Section 2929.3, purchases residential property at a foreclosure sale, or acquires the residential property through foreclosure under a mortgage or deed of trust, where a property-related Code violation exists upon the residential property, and the residential property is vacant.

For purposes of this subsection "person" includes any natural person or legal entity, and the owners, majority stockholders, corporate officers, trustees, and general partners of a legal entity. There shall be a legal presumption that the record owner of a parcel according to the County's latest equalized property tax assessment rolls and a tenant, lessee or sublessee of a parcel has notice of any Code violation existing on the premises.

For purposes of this Chapter, there may be more than one responsible person for a Code violation and more than one violator.

"Violator" means a person issued an administrative citation charging him or her as a responsible person for a Code violation.

1-36.030 - General enforcement authority.

A. Any violation of the LHMC, this Code, or any ordinance enacted by the City Council of the City of Laguna Hills is subject to an administrative fine or penalty.

B. Any enforcement officer, upon determining that any provision of this Code, which he or she is charged to enforce, has been violated has the authority to issue an administrative citation pursuant to this Chapter to any responsible person or persons. An enforcement officer may issue an administrative citation for a violation the officer did not see occur if the officer has determined, through reasonable investigation, that the person is a responsible person. Enforcement officers are authorized to issue notices of violation and administrative citations, inspect public and private property, and use whatever judicial and administrative remedies are available under the Code to ensure compliance with the LHMC, this Code, or any ordinance enacted by the City Council of the City of Laguna Hills.

C. Every person who applies for and receives a permit, license, or any type of land use approval (e.g., subdivision maps, use permits, site development permits, changed plans, variances, landscape plans, etc.), shall comply with all plan approvals and conditions imposed upon the issuance of the permit, license, or other approval. If a person violates any condition of such permit, license, or approval, he or she may be issued an administrative citation and may be liable for fines and penalties under the provisions of this Chapter.

D. The City may take into consideration the fact that a person has been issued an administrative citation(s) when the City is determining whether to suspend or revoke any permit, license, or any type of land use approval for the person and such administrative citations are evidence that the person has committed acts that are not compatible with the health, safety, and general welfare of other persons and businesses in the vicinity.

E. The issuance of an administrative citation pursuant to this Chapter is solely at the City's discretion and is one option available to the City for addressing violations of this Code. By adopting this Chapter, the City does not intend to limit its discretion to use any other remedy, civil or criminal, to enforce the provisions of this Code and any other ordinance of the City.

1-36.040 – Notice of Violation.

A. When a Code violation pertaining to building, plumbing, electrical, or other similar structural or zoning issues, that does not create an immediate danger to health or safety, is determined to exist on a property, the enforcement officer shall issue the responsible person(s) a Notice of Violation as provided in Section 1-36.060 at the property and/or at the address maintained on record for the property owner. For these types of violations only, the Notice of Violation shall allow at least 30 days for the responsible person(s) to correct or otherwise remedy the violation before an administrative citation is issued.

B. When any other Code violation is determined to exist, the enforcement officer shall issue the responsible person(s) a Notice of Violation as provided in Section 1-36.060 and provide a specific and reasonable amount of time to correct the violation. The Notice of Violation shall provide the responsible person a minimum of ten (10) calendar days to correct the violation. The enforcement officer, in consultation with the City Manager or the director, may determine an amount of time that is longer, if deemed reasonable and appropriate.

C. When a Code violation is considered to be an imminent danger to the public health, safety, and/or welfare, the enforcement officer, in consultation with the City Manager or the director, is not required to issue a Notice of Violation and instead may immediately commence abatement proceedings and/or issue an administrative citation.

D. Any Notice of Violation shall identify the violation(s) at issue, the date the violation was observed, the applicable Code section(s), the corrective action(s) required to obtain complete compliance, and, if applicable, the location of the property. The responsible person shall be advised that administrative citation(s) may be issued if

compliance is not obtained within the period specified in the Notice of Violation. If applicable, the responsible person(s) shall also be advised that an inspection fee, as established by resolution of the City Council, may be imposed for additional inspections required beyond one re-inspection to verify compliance.

E. The time specified for correction of a violation may be extended at the discretion of the enforcement officer, with approval by the City Manager or the director, one or more times, if it is determined that reasonable progress is being made to correct the violation or for other good cause.

F. If the violation also constitutes the performance of work without a required permit or in violation of an issued permit, the enforcement officer may issue a cease and desist order to temporarily and immediately halt the work and take any other action appropriate at that time.

1-36.050 - Issuance of administrative citation.

A. Any responsible person who violates any provision of this Code, other than Title 13 (Animal Control), may be issued an administrative citation pursuant to this Chapter by an enforcement officer authorized to issue such citations pursuant to Section 1-36.030, with approval by the City Manager or the director. Any responsible person who violates any provision of Title 13 (Animal Control) of this Code may be issued an administrative citation by an authorized animal control officer pursuant to the enforcement procedures set forth in Title 13.

B. When a Code violation is considered to be an imminent danger to the public health, safety, and/or welfare, the enforcement officer may immediately issue an administrative citation, with approval by the City Manager or the director.

C. Each and every day a violation exists constitutes a separate and distinct offense.

D. A fine or penalty shall be assessed by means of an administrative citation and shall be payable directly to the City of Laguna Hills.

E. Penalties shall be assessed for Code violations committed by the same responsible person as follows:

1. A penalty for each initial violation, in an amount established by resolution of the City Council;
2. A penalty for each instance of a second violation of the same Code violation within one (1) year from the date of the first violation, in an amount established by resolution of the City Council;
3. A penalty for each additional violation of the same Code within one (1) year from the date of the first violation, in an amount established by resolution of the City Council.

F. The responsible person issued an administrative citation shall be liable for and shall pay to the City the fine or penalties set forth in the citation when due pursuant to the provisions of this Chapter.

1-36.060 - Service procedure for notice of violation and administrative citation.

A notice of violation or administrative citation on a form approved by the City Manager or the director may be served upon any responsible person in the following manner:

- A. Personal service. In any case where a notice or administrative citation is issued:
 - 1. The enforcement officer shall attempt to locate and personally serve the responsible person(s) and in the case of an administrative citation obtain the signature of the responsible person(s) on the citation;
 - 2. If the responsible person(s) refuses or fails to either accept the notice or to sign or accept the administrative citation, their failure or refusal shall not affect the validity of the notice or the administrative citation or any subsequent proceedings.
- B. Service by posting notice. If the enforcement officer does not succeed in personally serving a responsible person(s):
 - 1. The enforcement officer shall post the notice or administrative citation or duplicate thereof in a conspicuous place on the property, parcel or lot where the property-related violation(s) exists or has occurred, and such posting shall be deemed effective service;
 - 2. Any such posted notice shall be photographed on the date of posting and retained by the enforcement officer, and a proof of service of the notice shall be made by declaration of the enforcement officer effecting the service.
- C. Service by mail. If the enforcement officer does not succeed in personally serving a responsible person(s), in addition to posting notice:
 - 1. The notice or administrative citation or duplicate thereof shall be mailed to the responsible person(s) at his or her residence or place of business by depositing the same in the United States Mail, postage prepaid as first class mail;
 - 2. A proof of service of the notice or administrative citation or duplicate thereof shall be made by declaration of the enforcement officer effecting the service.
- D. Effective. Service of a notice of violation or administrative citation is effective immediately upon hand-delivery or posting or five (5) calendar days after the date it is mailed, via first class mail, to the responsible person(s). Failure or refusal to accept a notice of violation or administrative citation or duplicate thereof does not invalidate the issuance of the notice or the administrative citation or any subsequent proceedings. Failure to receive any notice specified in this Chapter shall not affect the validity of any proceedings conducted hereunder.

1-36.070 - Contents of administrative citation.

Each administrative citation shall contain the following information:

- A. The date of service of the administrative citation and the date, time, address, or description of the location where the violation(s) was observed.
- B. The Code section(s) violated and a description of the violation(s).
- C. An order to the responsible person(s) to correct the violation(s) no later than the specified correction date. The order shall provide the responsible person a minimum of five (5) calendar days to correct the violation. The enforcement officer, in consultation with the City Manager or the director, may determine an amount of time for the correction date that is longer, if deemed reasonable and appropriate. The correction date shall be identified on the citation.
- D. An explanation of the consequences of failure to correct the violation(s) in a timely manner.
- E. The amount of the penalty for the violation(s).
- F. An explanation of how the penalty shall be paid and the penalty payment due date.
- G. Notice of the right to appeal the administrative citation, the time within which the citation may be appealed, and how to request a hearing to appeal the citation.
- H. The name and signature of the enforcement officer, as well as the City Manager or the director approving issuance of the citation, and, if obtained, the signature(s) of the responsible person(s).

1-36.080 - Satisfaction of administrative citation.

Upon service of an administrative citation, the cited person shall do the following:

- A. Remedy the violation(s) by or before the correction date specified on the administrative citation. Correcting the violation(s) shall not excuse or discharge payment of the penalty.
- B. Pay the penalty no later than thirty (30) days from the date of issuance of the citation as specified on the administrative citation. Fines shall be made payable to the City of Laguna Hills and delivered to the director of the department identified on the citation. Payment of a penalty shall not excuse or discharge the failure to correct the violation(s), nor shall it bar further enforcement action by the City.
- C. Late charges shall be imposed for penalty payments made after the penalty payment due date. The late charge for administrative citations issued for Code violations, other than Title 13 (Animal Control), shall be calculated at a rate of twenty-five percent (25%) of the penalty and will be imposed in addition to any outstanding penalty. Late charges for violations of any provision of Title 13 (Animal Control) may be assessed pursuant to the enforcement procedures set forth in Title 13.

1-36.090 - Appeal of administrative citation.

- A. Any recipient of an administrative citation, other than an administrative citation issued pursuant to Title 13, may appeal the citation by completing a written request for

hearing form, obtained as directed on the citation, and returning it to the department indicated on the citation, within thirty (30) calendar days from the date the administrative citation is served or deemed to have been served, together with a deposit in the total amount of the penalty, and any late charges.

B. Any recipient of an administrative citation issued pursuant to Title 13 may appeal said citation in accordance with the procedures set forth in Title 13.

C. Failure to file a timely appeal of an administrative citation shall be deemed a waiver of the right to appeal and to seek judicial review and the administrative citation shall be deemed final.

D. A cited person may contest an administrative citation on the grounds that:

1. There was no violation of the Code;
2. He or she is not the responsible person; or
3. If the violation was correctable, the violation was corrected within the compliance period provided.

1-36.100 – Advance deposit hardship waiver.

A. Any cited person who intends to appeal the administrative citation and who is financially unable to make the advance deposit required by Section 1-36.090(A) may request an advance deposit hardship waiver by completing a written deposit waiver form obtained as directed on the citation.

B. The advance deposit waiver request form shall be filed together with the appeal in the department indicated on the citation within thirty (30) calendar days from the date the administrative citation is served or deemed to have been served.

C. The deposit requirement as described in Subsection 1-36.090(A) shall be stayed until the director makes a determination regarding the waiver request.

D. The City Manager or the director may waive the requirement of an advance deposit only if the responsible person cited submits to the City a statement under penalty of perjury together with any required or supporting documents or materials demonstrating to the satisfaction of the City Manager or the director the cited person's actual financial inability to deposit with the City the full amount of the fine or penalty and late charge(s) in advance of the hearing.

E. If the City Manager or the director declines to issue a waiver, the responsible person cited shall remit the full deposit to the City within ten (10) calendar days of the date of that decision or thirty (30) calendar days from the date the administrative citation is served or deemed to have been served, whichever is later.

F. The City Manager or the director shall issue a written determination listing the reasons for determining to issue or not issue the hardship waiver. The written determination shall be final.

G. The written determination shall be served personally or by first-class mail, postage prepaid, upon the cited person who applied for the hardship waiver.

1-36.110 - Hearing procedure.

- A. No hearing to appeal an administrative citation shall be held unless and until a request for hearing form has been completed and timely filed with the director of the issuing department, as indicated on the citation, and the deposit has been fully paid, or a hardship waiver has been issued.
- B. The City Manager shall designate a hearing officer to preside over the administrative citation appeal hearing. The hearing officer shall not be a City employee.
- C. A hearing shall be set by the City Manager or the director for a date no sooner than thirty (30) calendar days and not more than ninety (90) calendar days from the date the request for hearing is completed and submitted in accordance with the provisions of this Chapter. The cited person requesting the hearing shall be notified in writing of the time and place set for the hearing and the name of the hearing officer at least ten (15) calendar days prior to the date of the hearing.
- D. The hearing officer shall only consider evidence that is relevant to whether the violation(s) occurred and whether the cited person created, committed, or maintained the violation(s). Courtroom rules of evidence shall not apply. Relevant hearsay evidence and written reports may be admitted whether or not the speaker or author is present to testify if the hearing officer determines that such evidence is relevant and reliable. Admission of evidence and the conduct of the hearing shall be controlled by the hearing officer in accordance with the fundamentals of due process. The hearing officer may set reasonable limits on the length of the hearing and shall allow the contestant at least as much time to present his/her case as is allowed to the City.
- E. The cited person contesting the administrative citation shall be given the opportunity to testify and present witnesses and evidence concerning the administrative citation. The City's case shall be presented by any person designated by the City Manager. The contestant and City may be represented by legal counsel.
- F. The failure of the contestant to appear at the hearing shall constitute a forfeiture of the penalty and a failure to exhaust administrative remedies.
- G. The administrative citation and any additional documents prepared by the City in connection with the violation(s) may be submitted and shall constitute prima facie evidence of the respective facts contained in those documents.
- H. If the enforcement officer, or the enforcement officer's designee, submits any additional documents concerning the administrative citation to the hearing officer for consideration at the hearing, then, whenever possible, a copy of such document(s) shall be served by mail on the contestant at least five (5) calendar days prior to the date of the hearing.
- I. The hearing officer may continue the hearing or request additional information from the enforcement officer, or the enforcement officer's designee, or the contestant prior to issuing a written decision.

1-36.120 - Hearing officer's decision.

- A. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to grant or deny the appeal within fifteen (15) business days of the completion of the hearing.
- B. If the hearing officer denies the appeal, then the cited person's deposit shall be retained by the City.
- C. If the hearing officer grants the appeal, then the City shall refund the deposit within thirty (30) business days from the date of the final written decision.
- D. The contestant and City shall each be served with a copy of the hearing officer's final written decision.
- E. The hearing officer's decision shall be final.

1-36.130 - Failure to pay penalties.

- A. Administrative citation fines shall be a debt to the City and subject to all remedies for debt collection allowed by law. The failure of the cited person to pay a citation penalty or late penalty in a timely manner may result in the imposition of a special assessment and/or lien against the real property on which the violation occurred, or the matter may be referred to the City Attorney to pursue any other legal remedy to collect administrative fines, including, without limitation, the referral of such collection to a collection agency.
- B. The City may place a lien or special assessment on property that is the subject of a citation if the citation has been issued to the current property owner of record. The person issued an administrative citation, or any other person with a legal or equitable interest in the property that is the subject of the administrative citation, may contest the imposition of a lien or special assessment for such administrative citation penalty only by seeking a hearing pursuant to Section 1-36.090. Failure to seek such a hearing shall constitute a waiver by such person of that person's right to contest the imposition of any lien and special assessment pursuant to this subsection.
- C. If an unpaid administrative citation has been issued and has become final, the City, in addition to any other remedies it may have, may take the following actions in order to recover such unpaid delinquent administrative fines and late payment fees as a lien or special assessment on the real property that is the subject of the citation:
 - 1. Annually, or more often as determined by the City Council, the City Council may, by ordinance or resolution, confirm the amounts of the liens and special assessments sought to be collected from each respective property.
 - 2. The City Council's confirmation shall include the amounts of the administrative citation fines, any late payment penalties associated therewith, and any applicable interest. Upon such confirmation, the City Council shall authorize City staff to take any further steps necessary to enforce collection of the liens and special assessments, including but not limited to the following:

- a. Requesting the County Recorder to record a notice of any lien confirmed by the City Council against the respective property; and
- b. Requesting the County Tax Collector on behalf of the City to collect any special assessment confirmed by the City Council.

3. Except as provided in Subsection (C)(4) of this section, the amount of the proposed lien may be collected as a special assessment at the same time and in the same manner as property taxes are collected. All laws applicable to the levy, collection, and enforcement of ad valorem taxes shall be applicable to the proposed lien, including that the property subject to a special assessment may be sold after three (3) years by the Tax Collector for unpaid delinquent assessments. However, if any real property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attached thereon, prior to the date on which the first installment of taxes would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to real property and the costs of enforcement relating to the property shall be transferred to the unsecured roll for collection.

4. If the City Council determines that the proposed lien authorized pursuant to subsection (C) of this section shall also become a lien, the City Council may also cause a notice of lien to be recorded. This lien shall attach upon recordation in the office of the County Recorder and shall have the same force, priority, and effect as a judgment lien, not a tax lien. The notice shall, at a minimum, identify the record owner of the property, the last known address of the record owner, the date upon which the lien was created against the property, the amount of the lien, and include a description of the real property subject to the lien.

D. The City may also refuse to issue, extend, or renew to any cited person who has unpaid delinquent penalties, liens, or assessments, any City permit, license, entitlement, or other City approval pertaining to the property, parcel or lot that is the subject of the penalty and administrative citation.

E. Any permit, license, entitlement or land use approval issued by the City may be subject to suspension or revocation of the permit, license, entitlement, or land use approval in accordance with the procedures set forth in the relevant Chapter of the LPMC if any unpaid penalty, interest or penalties remain delinquent for a period of more than thirty (30) days.

1-36.140 - Dismissal of citation.

The enforcement officer, with approval by the City Manager or the director, may dismiss an administrative citation that has been issued at any time if: (1) it is determined to have been issued in error; (2) it was issued to the incorrect person; or (3) it was otherwise issued incorrectly, in which event any deposit will be promptly refunded.

1-36.150 - Right to judicial review.

A. Either the contestant or the City aggrieved by a final written decision of a hearing officer on an administrative citation may obtain review of the hearing officer's decision by filing an appeal with the Orange County Superior Court, where the same shall be heard de novo, in accordance with the timeframes, procedures, and requirements set forth in Government Code section 53069.4(b), as may be amended from time to time.

B. Such procedure shall be available for all judicial review under this Chapter, notwithstanding that the term or condition being enforced pursuant to this Chapter may not be a matter covered by Government Code section 53069.4(a) or (b).

C. Judicial review of an administrative citation issued pursuant to this Chapter shall not be available unless and until all administrative remedies have been exhausted as provided in this Chapter.

1-36.160 – Alternative compliance actions.

Nothing in this Chapter shall be deemed to prevent the City from commencing a civil or criminal proceeding to enforce the provisions of this Code or any other ordinance of the City, or from pursuing any other legal means or remedies available to it in addition to or in lieu of the procedures set forth herein.

SECTION 3. CODE ADOPTION. The following provision of Title 1 (General Provisions), Chapter 1-32 (General Penalty), section 1-32.060 entitled, "Administrative Citations, Fines, and Penalties" of the Laguna Hills Municipal Code is hereby adopted to read as follows:

Chapter 1-32

GENERAL PENALTY

1-32.060 - Administrative Citations, Fines, and Penalties.

Notwithstanding the foregoing, any violation of any ordinance enacted by the City Council of the City of Laguna Hills is subject to an administrative fine or penalty in an amount established by resolution of the City Council in accordance with California Government Code section 53069.4.

SECTION 4. CEQA FINDINGS. The adoption of this Ordinance is not a project within the meaning of the California Environmental Quality Act and/or is exempted therefrom pursuant to Title 14 of the California Code of Regulations ("CEQA Guidelines") as follows: CEQA Guidelines section 15061(b)(3) provides that where it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment, the Ordinance is not a project for purposes of CEQA. CEQA Guidelines section 15060(c) exempts a project from CEQA when it will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or a portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2018.

MELODY CARRUTH, 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 Ordinance No. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2018, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Attachment A - Proposed Ordinance (1652 : Adoption of an Administrative Citation Ordinance)

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

AFFIDAVIT OF POSTING
AND PUBLICATION

Melissa Au-Yeung, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

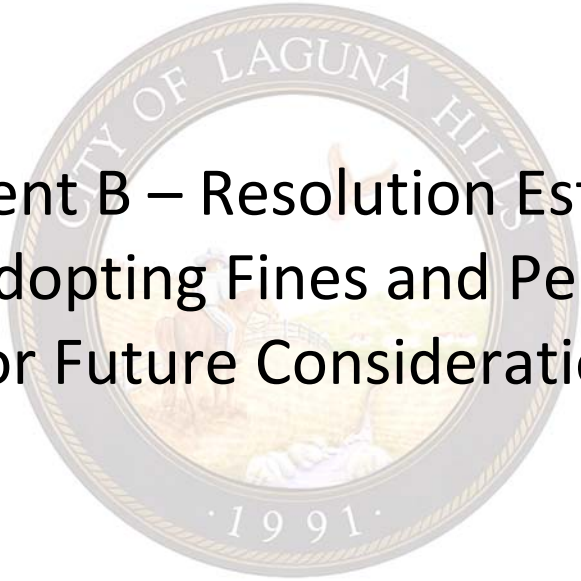
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 1 (GENERAL PROVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO ADOPT NEW CHAPTER 1-36 AND AMENDING CHAPTER 1-32 (GENERAL PENALTY) TO ADOPT NEW SECTION 1-32.060 TO ENACT AN ADMINISTRATIVE CITATION PROGRAM

on the _____ day of _____ 2018, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Attachment A - Proposed Ordinance (1652 : Adoption of an Administrative Citation Ordinance)

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a white robe, possibly a saint or a historical figure, standing on a rocky outcrop. The person is holding a staff or a similar object. The background of the seal is a light yellow or gold color. The words "CITY OF LAGUNA HILLS" are written in a circular path around the central image. At the bottom of the seal, the year "1991" is inscribed.

Attachment B – Resolution Establishing and Adopting Fines and Penalties (For Future Consideration)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LAGUNA HILLS, CALIFORNIA,
ESTABLISHING AND ADOPTING
ADMINISTRATIVE CITATION FINES AND
PENALTIES

WHEREAS, California Government Code section 53069.4 authorizes general law cities to adopt an Administrative Citation Program and related fines and penalties; and

WHEREAS, the City Council, at its regular meeting of ____, 2018, adopted an ordinance enacting an Administrative Citation Program for violations of the Laguna Hills Municipal Code, as defined, as well as any ordinances adopted by the City Council; and

WHEREAS, Chapters 1-36 and 13-08 of the Laguna Hills Municipal Code provide that the amount of the Administrative Citation Program fines and penalties shall be set forth in a schedule of administrative fines and penalties established by resolution of the City Council.

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

SECTION 1. Adoption and Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Adoption of Administrative Citation Fines and Penalties. The City Council hereby adopts and approves the Administrative Citation Program Fines and Penalties Schedule as set forth in Exhibit "A," a copy of which is attached hereto and incorporated herein by reference. The City Clerk is hereby authorized and directed to incorporate the Administrative Citation Program fines and penalties established herein, as set forth in Exhibit "A" attached hereto, into the City's Comprehensive Fee Schedule.

SECTION 3. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code; and in accordance with such determination, City staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 4. Severability. If any penalty adopted by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of

the remaining penalties adopted or revised herein. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

Melody Carruth, Mayor
City of Laguna Hills

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 ___ of _____ 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Exhibit “A”

Administrative Citation Program Fines and Penalties Schedule

Standard Administrative Citation Penalties

First violation	\$100
Second violation within the calendar year	\$200
Third violation within the calendar year	\$500
All subsequent violations within the calendar year	\$500

Local Building and Safety Code Administrative Citation Penalties

First violation	\$100
Second violation within the calendar year	\$500
Third violation within the calendar year	\$1,000
All subsequent violations within the calendar year	\$1,000

Late Payment Penalties – Standard Administrative Citation Penalties and Local Building and Safety Code Administrative Penalties

Payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. Late payments are subject to a penalty of 25% of the amount of the citation.

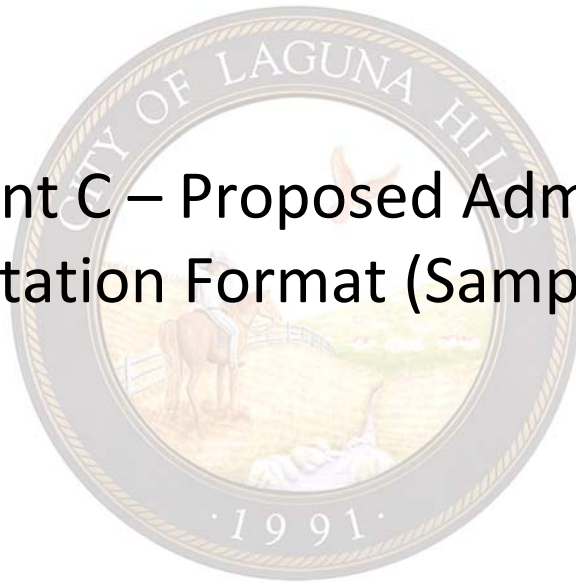
Administrative Citation Penalties for Violations of Title 13 – Animal Control

First violation	\$300
Second violation within the calendar year	\$350
Third violation within the calendar year	\$400
Fourth violation within the calendar year	\$450
Fifth violation within the calendar year	\$500
Sixth violation within the calendar year	\$550
All subsequent violations within the calendar year	\$550

Late Penalties – Title 13 Animal Control

Payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. A late penalty in the same amount of the underlying fine amount due pursuant to the above table shall accrue and be charged for any fine not paid within fifteen (15) days of the due date, such that the total amount due is double the unpaid fine amount.

Attachment C – Proposed Administrative Citation Format (Sample)





**CITY OF LAGUNA HILLS
COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION**

24035 El Toro Road
LAGUNA HILLS, CALIFORNIA 92653

(949) 707-1234
FAX (949) 707-1234

ADMINISTRATIVE CITATION

Citation Number: _____
Citation Issuance Date: _____
Citation Issuance Time: _____ AM/PM
Payment Due Date: _____
Correction Date: _____

Violation Address: _____

APN: _____

On _____, Laguna Hills _____ inspected property located at _____, and observed the following Laguna Hills Municipal Code (LHMC) violations. Pursuant to LHMC Chapter 1-36 and Title 13, these violations are subject to the following specified penalties. Violation correction and penalty payment must be completed no later than _____. (PLEASE BE ADVISED: Penalty payment information, an explanation of consequences for failure to timely correct cited violations and remit penalty payments, and notice of right to appeal the administrative citation are found on Attachment 1 to this Administrative Citation).

1st Citation

\$ _____

1. LHMC _____ Title of Code Section
Description of violation.
CORRECTIVE ACTION: Description of action needed to abate violation.
2. LHMC _____ Title of Code Section
Description of violation.
CORRECTIVE ACTION: Description of action needed to abate violation.
3. LHMC _____ Title of Code Section
Description of violation.
CORRECTIVE ACTION: Description of action needed to abate violation.

4. **LHMC** _____

Description of violation.

CORRECTIVE ACTION: Description of action needed to abate violation.

TOTAL PENALTIES DUE \$_____

Pay the **TOTAL PENALTIES DUE** as shown below. If you elect to pay by check, please include the Citation Number on the check and make the check payable to the City of Laguna Hills.

Please remit payment and mail to:

**City of Laguna Hills
Attn: Community Development Director
Code Enforcement Citation Processing
24035 El Toro Road
Laguna Hills, CA 92653**

Should you have any questions regarding this administrative citation, you are encouraged to contact your inspector, _____ between the hours of _____ a.m. and _____ p.m. Monday through Friday.

By:

NAME
Code Enforcement Officer
(949) 707-2600

NAME/TITLE
[City Manager or Community Development Director]

ATTACHMENT 1
ADMINISTRATIVE CITATION INFORMATION SHEET

Laguna Hills Municipal Code (LHMC) Chapter 1-36 and Title 13 provide for the issuance of administrative citations for Laguna Hills Municipal Code violations. The Administrative Citation Program and the establishment of appropriate penalties are intended to act as a reasonable deterrent to prevent LHMC violations.

Penalty Schedule

Each day a violation exists constitutes a separate and distinct offense. Standard penalties are imposed as follows: a \$100 penalty will be imposed for the initial violation. A \$200 penalty will be imposed for a second violation of the same code section committed within one year from the date of the initial violation. A \$500 penalty will be imposed for all subsequent violations of the same code section committed within one year from the date of the initial violation. Penalties for LHMC Title 13 Animal Control related administrative citations are imposed as follows: a \$300 penalty will be imposed for the initial violation. A \$350 penalty will be imposed for a second violation of the same code section committed within one year from the date of the initial violation. A \$400 penalty will be imposed for a third violation of the same code section committed within one year from the date of the initial violation. A \$450 penalty will be imposed for a fourth violation of the same code section committed within one year from the date of the initial violation. A \$500 penalty will be imposed for a fifth violation of the same code section committed within one year from the date of the initial violation. A \$550 penalty will be imposed for all subsequent violations of the same code section committed within one year from the date of the initial violation. Penalties for local building and safety code administrative citations are imposed as follows: a \$100 penalty will be imposed for the initial violation. A \$500 penalty will be imposed for a second violation of the same code section committed within one year from the date of the initial violation. A \$1,000 penalty will be imposed for all subsequent violations of the same code section committed within one year from the date of the initial violation.

Consequence of Failure to Pay the Penalty

Failure to pay penalty within the specified time period may result in a late charge for 25% of the administrative citation penalty for violations of any LHMC Section, other than Title 13. Failure to pay penalty within the specified time period for violations of Title 13 may result in a late charge of 100% of the administrative citation penalty. Failure to pay a penalty or late charge may result in imposition of a special assessment and/or lien against the real property on which the violation occurred, filing of a claim with the small claims court for recovery of the penalty and all cost associated with such filing, suspension and/or revocation of any City permits, business licenses, or land use approvals, or any other legal remedy available to the City to collect such money.

Consequence of Failure to Correct Violations

Failure to correct violations within the specified time period may result in civil penalties, abatement, criminal prosecution, civil litigation, recording the violation with the County Recorder, and forfeiture of certain State tax benefits for substandard residential rental property.

Rights of Appeal

A cited person may appeal administrative citations. The appeal must be requested within thirty (30) calendar days from the date of service of the citation. In order to appeal, a completed Request for Hearing form (available from the Community Development Department or online at www.ci.laguna-hills.ca.us) together with a deposit in the total amount of all outstanding penalty and late charges must be submitted to the City of Laguna Hills, Attn: Community Development Director, 24035 El Toro Road, Laguna Hills, CA 92653. Requesting an appeal does not relieve the cited person from the requirement to correct all LHMC violations as specified.

Generally, the only relevant evidence considered on appeal is whether the violation(s) existed on the date and time the administrative citation was issued and/or whether the cited person is the responsible person who caused or maintained the violation(s).

If an appeal is denied, the entire deposit shall be retained by the City as payment in full of outstanding penalties and late fees. If an appeal is upheld, the entire deposit shall be refunded to the cited person within thirty (30) business days from the date of the hearing officer's final written decision. Failure to properly file a written appeal within the appropriate time frame shall constitute a waiver of the cited person's right to appeal and seek judicial review, and the administrative citation shall be deemed final.

How to Pay Your Penalty

The amount of your penalty is indicated on the front of this citation. You are required to pay your penalty in full within thirty (30) days of the date of issuance of the citation, as noted on the citation. Please mail your payment in the envelope provided. Payment may be made by personal check, cashier's check, or money order payable to the City of Laguna Hills. Please write the citation number on your check or money order. **Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further administrative, civil, or criminal enforcement action by the City of Laguna Hills.**

Contact Numbers

Should you have questions regarding this Citation, contact your Inspector at (949) 707-2600 for questions regarding payment and/or appeals.

Administrative citations are imposed pursuant to Laguna Hills Municipal Code Chapter 1-36 and Title 1.

Attachment D – Proposed Notice of Violation Form Letter (Sample)



[DATE]

NOTICE OF VIOLATION
AND
ADMINISTRATIVE CITATION WARNING NOTICE

[NAME]

[ADDRESS]

[LAGUNA HILLS, CA ZIP]

Dear Mr./Ms. NAME:

An inspection of the property located at ADDRESS on DATE at TIME revealed the following violation(s) of the Laguna Hills Municipal Code (“LHMC” or “Code”). As owner, occupant, tenant, or parent of a minor owner, occupant, or tenant, you are the responsible party for the violation(s). This letter is a Notice of Violation. As the responsible party, the City requires you to correct the violation(s) as stated below:

Case No.:

APN:

Property Address:

Violations

1. LHMC Section

Description of Violation:

Corrective Action Required for Compliance:

2. LHMC Section

Description of Violation:

Corrective Action Required for Compliance:

Corrections must be completed by DATE. At that time, the City may re-inspect the property to verify compliance. If you choose not to comply by this date and the violation(s) continue, the City may issue an administrative citation. The Administrative Citation Program imposes fines and penalties in the amount of \$100 for the initial violation, \$200 for a second violation of the same Code violation committed within one year from the date of the initial citation, and \$500 for any subsequent violation of the

same Code violation committed within one year of the initial citation. Issuance of an administrative citation does not preclude any other enforcement action if compliance is not achieved by the correction date provided.

Should you have any questions regarding this Notice of Violation, please do not hesitate to contact your inspector, NAME, at NUMBER, between the hours of TIME on DAYS.

Sincerely,

NAME OF INSPECTOR

cc: City Manager
Community Development Director

Attachment E – Proposed Hardship Waiver Declaration (Sample)



On Supporting Waiver of Advanced Deposit Based on Hardship For Administrative Citation Appeal

Please fill out this form stating all of the reasons that you are unable to pay the advanced deposit required by the City of Laguna Hills to request an administrative citation appeal. Provide as many details as possible explaining why you cannot pay the amount owed. Also, indicate the amount that you can pay, if any. Please sign and date this declaration in the space provided. Return this form along with a copy of your last IRS W2 form and most recent bank statement to the City. Please feel free to redact your social security number and/or bank account number from any documentation submitted, as doing so will not adversely impact the City's consideration of your request.

I, _____, Declare:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

(You may continue the declaration on a separate document, if necessary)

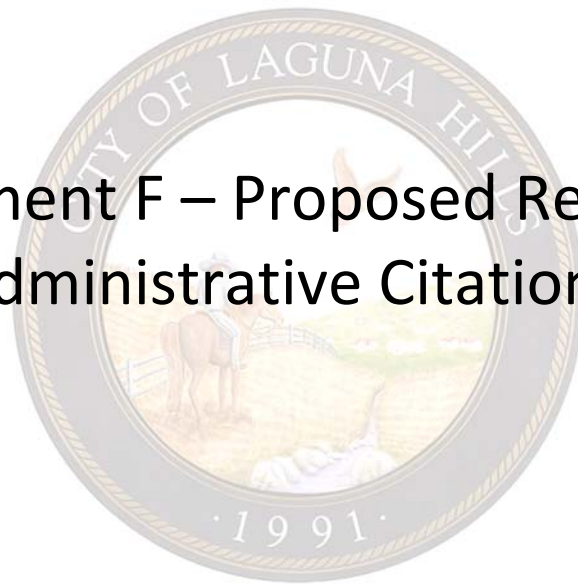
I hereby declare under penalty of perjury under the laws of the State of California that the foregoing statement is true and correct, and that this declaration was executed on _____ in _____, California.

Name _____

Signature _____

Date _____

Attachment F – Proposed Request to Appeal Administrative Citation (Sample)



NOTICE OF REQUEST FOR ADMINISTRATIVE CITATION APPEAL AND HEARING

ONLY person(s) issued the administrative citation may request an appeal hearing.

PLEASE BE ADVISED: Any recipient of an administrative citation, other than an administrative citation issued pursuant to Title 13, may appeal the citation by completing a written request for hearing form, obtained as directed on the citation, and returning it to the department indicated on the citation, within thirty (30) calendar days from the date the administrative citation is served or deemed to have been served, together with a deposit in the total amount of the penalty, and any late charges. Requesting an appeal does not relieve the cited party from the requirement to pay fines for outstanding violations.

Citation No(s):	Citation Date(s):
Location of Violation(s):	Violation(s):
Cited Party Name:	Phone No:
Mailing Address:	Please explain your reason for believing this citation(s) was issued in error: ☐ I am not the person responsible for the cited violation. ☐ There was no violation of the Code. ☐ If the violation was correctable, the violation was corrected within the compliance period provided.

1. An advance deposit in the amount of the full citation fine, with the request for appeal, must be received no later than thirty (30) calendar days from the date the citation is served or deemed to have been served.
2. An appeal hearing will be scheduled for a date not sooner than thirty (30) calendar days and not more than ninety (90) calendar days from the date the request for hearing is submitted.
3. If you are unable to pay the advanced deposit, you may request an advance deposit hardship waiver within thirty (30) calendar days from the date the administrative citation is served or deemed to have been served.
4. Any form submitted without all required information and/or proper documentation will be rejected.

I understand the appeal hearing is limited to relevant evidence as to those grounds indicated above. I hereby declare under penalty of perjury that I am the cited party and the foregoing statement and information provided to the City by me herein is true and correct.

Signature:

Date:



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager
ISSUE: Update of City Council Policy on Sponsorship Banners in City Parks for Laguna Hills Youth Sports Organizations.

RECOMMENDATION: That the City Council adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California, Amending and Restating City Council Policy No. 305 in Regards to the Display of Sponsorship Banners in City Parks for Laguna Hills Resident Youth Sports Organizations.”

SUMMARY:

Approved by the City Council in 1996, Policy No. 305 – “Advertising/Temporary Signs in City Parks” permits the temporary display of sponsorship banners in City Parks. Temporary display in the current policy is restricted to only a game or practice and banners cannot be displayed overnight. The City’s Laguna Hills nonprofit youth sports organizations such as Laguna Hills Little League (LHLL) and AYSO desire to display banners for an entire season. Arranging for local businesses to be advertised on sponsorship banners by the nonprofit youth sports organization is a critical fund raising opportunity for them, and seasonal display of these banners is more practical and advantageous. Staff has revised Policy No. 305 to account for seasonal banner display and other required edits. Staff recommends the City Council approve the attached amended and restated policy: City Council Policy No. 305 – “Temporary and Seasonal Sponsorship Banners Displayed in City Parks.” The updated Policy No. 305 is attached to the staff report as “Exhibit A” to Attachment 1.

Sponsorship Banners

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BACKGROUND:

City Council established the procedures and guidelines for the approval and placement of temporary signs with sponsorship recognition in City parks with the enactment of Policy No. 305 – “Advertising/Temporary Signs in City Parks” on January 23, 1996 (see Attachment 2). It has not been updated since. This policy allows for the placement of sponsorship banners in the City Parks, but prohibits these banners from being displayed overnight. Several years ago, the City was approached by Laguna Hills Little League (LHLL) to advise that the policy in place—to take down the banners each night after a practice or game—was too restrictive and not practical for them. Moreover, other surrounding cities allowed their respective little league organizations to leave banners displayed during an entire season; and similarly, LHLL requested that sponsorship banners also be displayed for an entire sporting event’s season in Laguna Hills. City staff agreed with LHLL that this was a reasonable request and since then has allowed the placement of sponsorship banners for an entire season at the Laguna Hills Community Center and Sports Complex baseball field for LHLL. In addition, staff has allowed AYSO to place sponsorship banners on a chain-link fence adjacent to the Community Center and Sports Complex soccer fields.

City staff is in the process of updating all of its City Council policies. Community Services staff worked with the City Attorney to update Policy No. 305 to allow for seasonal sponsorship banner display as well as to conduct a thorough update to this policy since it has never been updated since its inception. Staff is recommending that the City Council amend and restate Policy No. 305 through the adoption of the attached Resolution (Attachment 1). The title of Policy No. 305 will be revised to “Temporary and Seasonal Sponsorship Banners Displayed in City Parks” and a summary of the major revisions to Policy No. 305 are listed below.

1. The policy is restricted to only address the display of sponsorship banners. Other type of sign requests in City Parks will be addressed with the comprehensive City Council “Public Facility Reservation and Use Policy.”
2. Guidelines for scoreboards was removed from the policy. Any scoreboard design, placement, and sponsorship considerations and approvals can appropriately occur on a case by case basis with the Parks and Recreation Commission and ultimately with the City Council. For example, last year both the Parks and Recreation Commission and the City Council approved the installation of an Eagle Scout candidate to install a manual scoreboard at Cabot Park. Any sponsorship

Sponsorship Banners

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advertisement requests for scoreboards is beyond the scope of this attached policy and would require City Council approval.

3. Staff proposes to allow only the Laguna Hills Resident Youth Sports Organization, as defined in the attached proposed policy, to display sponsorship banners with a valid Facility Permit in City Parks.
4. In addition to allowing temporary sponsorship banners to be displayed at City Parks, the City will allow sponsorship banners to be displayed during a sporting event's season at its Sports Park Complexes.
5. Updated policy establishes restrictions on what content can be placed on banners.
6. Banners on outfield fences can only be placed facing the field's interior.
7. Banners must be maintained in good condition by the Resident Youth Sports Organizations. The cost to create, maintain, install and remove banners is the responsibility of the Resident Youth Sports Organization.
8. An appeal section has been added to the policy.

The Parks and Recreation Commission was presented with drafts of the attached proposed City Council Policy No. 305 – "Temporary and Seasonal Sponsorship Banners Displayed in City Parks" at its June 6, 2018, and August 1, 2018, meetings. The Commission recommended that the updated Policy No. 305 be brought to the City Council for its approval.

FISCAL IMPACT:

There is no fiscal impact to the City in the adoption of this policy.

ATTACHMENTS:

- Attachment 1 - City Council Resolution and Exhibit A Updated Policy No. 305
- Attachment 2 - Policy 305 Advertising Temporary Signs in City Parks

ATTACHMENT 1

RESOLUTION NO. 2018-08-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CITY COUNCIL POLICY NO. 305 IN REGARDS TO THE DISPLAY OF SPONSORSHIP BANNERS IN CITY PARKS FOR LAGUNA HILLS RESIDENT YOUTH SPORTS ORGANIZATIONS.

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

WHEREAS, the City Council adopted City Council Policy No. 305 – “Advertising/Temporary Signs in City Parks” in 1996, that first established procedures for authorizing the placement of advertising/temporary signs with sponsorship recognition in City parks; and

WHEREAS, the current City Council Policy No. 305 – “Advertising/Temporary Signs in City Parks” only allows the placement of sponsorship banners during an event such as a baseball game and may not be left up overnight; and

WHEREAS, the City’s Resident Youth Sports Organizations desire to display sponsorship banners during an entire sports season and the City acknowledges the importance of sponsorship funding for its Resident Youth Sports Organizations; and

WHEREAS, City staff has now updated Policy No. 305 in its entirety, which is attached hereto as an amended and restated City Council Policy No. 305, newly entitled “Temporary and Seasonal Sponsorship Banners Displayed in City Parks,” to permit the display of sponsorship banners during an entire season by its Resident Youth Sports Organizations at the City’s Sports Complexes; and

WHEREAS, the purpose of amended and restated City Council Policy No. 305 is to also establish updated policies and procedures which set forth viewpoint neutral and reasonable standards for the placement of temporary and seasonal banners with sponsorship recognition in City Parks by the City’s Resident Youth Sports Organizations; and

WHEREAS, the Parks and Recreation Commission reviewed drafts of the amended and restated Policy No. 305 at its June 6, 2018 and August 1, 2018 meetings; and

WHEREAS, the Parks and Recreation Commission has recommended to the City Council approval of an updated Policy No. 305, as prepared by staff, that permits the City’s Resident Youth Sports Organizations to display temporary and seasonal sponsorship banners.

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

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

SECTION 2. City Council Policy No. 305, entitled, "Advertising/Temporary Signs in City Parks," is hereby amended and restated in its entirety as set forth in Exhibit "A," a copy of which is attached hereto and is incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED this ____th day of _____ 2018.

MELODY CARRUTH, 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. 2018-08-28-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the ____th day of _____ 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:
(SEAL)

MELISSA AU-YEUNG, CITY CLERK

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

**SUBJECT: TEMPORARY AND SEASONAL
SPONSORSHIP BANNERS DISPLAYED IN
CITY PARKS**

POLICY No. 305

Effective Date: August 28, 2018

PURPOSE:

To establish policies and procedures which set forth viewpoint neutral and reasonable standards for the placement of temporary and seasonal banners with sponsorship recognition in City Parks by the City's Resident Youth Sports Organizations.

DEFINITIONS:

Director – means the Community Services Director, the Community Services Director's designee, the Deputy City Manager, or the Deputy City Manager's designee.

Facility Permit – means written permission issued by the Director authorizing a person or group to conduct specified activities within a Park, and/or authorizing the exclusive use of a Park, or portion thereof, by such persons or groups.

Park – means all parks, park-related buildings, facilities and grounds, recreational facilities, recreational areas, athletic fields or courts, and open space areas owned, operated, maintained, or controlled by the City.

Resident Youth Sports Organization – means Laguna Hills sports nonprofit volunteer organizations that are comprised predominately of Laguna Hills resident youths. These organizations maintain a "no cut" policy so that every child is provided the opportunity to play and registration is open to all Laguna Hills' children. In addition, the youth sports organization is administered by volunteer Laguna Hills residents that serve as officers, coaches, commissioners, and/or directors who do not receive any compensation for their volunteer service.

Sports Park Complex – means the 1) Laguna Hills Community Center Sports Complex located at 25555 Alicia Parkway, Laguna Hills, 2) Cabot Park located at the corner of Rapid Fall Rd. and Cabot Rd., Laguna Hills, and 3) any such City Park or sports facility that may be designated by the Director as such.

City Council Policy No. 305
Temporary and Seasonal Sponsorship Banners Displayed in City Parks

POLICY:

It shall be the policy of the City of Laguna Hills to allow Resident Youth Sports Organizations to place temporary and seasonal sponsorship banners in City Parks through issuance of a Facility Permit by the Director in accordance with the policies and procedures set forth herein.

- A. Banners must first be approved by the Director based on reasonable time, place, manner and aesthetic considerations. Applicants must provide a sample banner image and note desired banner location(s) and timeframe(s) for display on application. The proposed location and timeframe of any requested banner(s) must be approved in advance by the Director and will only be permitted for display during the timeframe or sports season designated on the application. Notwithstanding the forgoing, sponsorship banners that contain any of the following are prohibited:
- 1) Content not related to the intent of sponsorship recognition for a Resident Youth Sports Organization;
 - 2) Content that defames, abuses harasses, stalks, threaten or violates the legal rights of others;
 - 3) Content that includes sexual content, profanity, vulgarity, obscenity, racism, hatred, slander, threats, and/or violence;
 - 4) Content that is not appropriate for all age groups;
 - 5) Content that promotes, fosters, or perpetuates discrimination or personal attacks on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;
 - 6) Content that contains personal information about another person or that violates a person's privacy; or
 - 7) Content that promotes, advocates, or encourages illegal activity.

The City will apply these restrictions in a manner that is viewpoint neutral and is consistent over time.

City Council Policy No. 305
Temporary and Seasonal Sponsorship Banners Displayed in City Parks

- B. Sports Park Complexes. Sponsorship banners at the City's Sports Park Complexes, as approved pursuant to this Policy, may be displayed during a Resident Youth Sports Organization's full season, or any portion thereof. Seasonal banners may only be placed seven (7) calendar days prior to the start of a season, and must be removed no later than seven (7) calendar days after a season ends. In addition, temporary sponsorship banners at the City's Sports Park Complexes may also be approved for display during a Resident Youth Sports Organization's event such as a game or practice and must be removed at the end of the game or practice. Temporary banners may not be left up overnight, unless approved by the Director for seasonal display.
- C. All Other City Parks: Excluding Sports Park Complexes. In all other City Parks, temporary sponsorship banners may only be displayed during a Resident Youth Sports Organization's event such as a game or practice in a City Park and must be removed at the end of the game or practice. Banners may not be left up overnight.
- D. Resident Youth Sports Organizations are responsible for maintaining all banners in good condition, and shall remove any banner that is torn, faded, dirty or defaced in any manner, including but not limited to graffiti. The Director reserves the right to request a Resident Youth Sports Organization to remove or replace a banner that is not maintained in good condition.
- E. Banners on outfield fences shall only be placed facing the field's interior.
- F. Banners may not exceed 32 square feet in size (e.g., a 4' x 8' banner).
- G. The cost to create, maintain, install, and remove banners shall be borne by the Resident Youth Sports Organization.
- H. Banners may only be displayed in City approved locations within City Parks.
- I. Any banners that are placed in an unapproved location or that violate this Policy will be immediately removed by the City and the related Resident Youth Sports Organization's Facility Permit may be suspended or revoked.

City Council Policy No. 305
Temporary and Seasonal Sponsorship Banners Displayed in City Parks

PROCEDURE:

The following must occur before a temporary or seasonal banner with sponsorship recognition can be displayed in a City Park:

- A. Resident Youth Sports Organization must have or obtain an approved Facility Permit which shows that the Resident Youth Sports Organization has reserved the City Park on the dates and at the times banners are requested for display.
- B. A Resident Youth Sports Organization must submit an application to the Director for the placement of a temporary or seasonal sponsorship banner(s) at least two (2) weeks prior to the requested date of display. Requests shall include the desired City Park location(s) and timeframe(s) for banner display.
- C. All deposits and/or fees, as required by the Facility Permit, must be paid, prior to banner placement approval.
- D. The Director may then approve in writing the Resident Youth Sports Organization temporary or seasonal banner placement.

Appeals:

Decisions made by the Director pursuant to this Policy may be appealed to the City Manager, whose decision shall be final.

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

SUBJECT: ADVERTISING/TEMPORARY SIGNS IN CITY PARKS

POLICY No. 305

Effective Date: January 23, 1996

Last Revision: January 23, 1996

PURPOSE:

To establish procedures for the Recreation Department with respect to authorizing the placement of advertising/temporary signs with sponsorship recognition in City parks.

POLICY:

It shall be the policy of the City of Laguna Hills to follow a prescribed process and consistent policy regarding the use of advertising/temporary signs with sponsorship recognition in City parks.

A. Guidelines for advertising/temporary sign(s) with sponsorship recognition:

1. May not exceed 32 square feet in size.
2. May only be erected during an event (i.e., baseball game, picnic, parade, etc.) and may not be left up overnight.
3. Must be aesthetically and linguistically appropriate.
4. Signs may only be displayed in City approved locations.

B. Scoreboards will be limited to one per field and the face of the scoreboard shall not be visible from the public right-of-way. Advertising and/or sponsorship recognition will not be allowed on scoreboards. Any installation that has the sole purpose of a scoreboard and is not attached to a permanent building shall be exempt from the size restriction and be judged solely on its appropriateness.

PROCEDURE:

Before an advertising/temporary sign with sponsorship recognition can be displayed in a City park, the applicant must follow the procedures listed below:

**City Council Policy
No. 305
Advertising/Temporary Signs in City Parks**

1. Applicant must submit to the Recreation Department a request for the advertising/temporary sign with sponsorship recognition in the parks. The applicant must also have an approved Facility Use Application Form which shows that applicant has reserved the facility on the dates and at the times sign(s) are requested.
2. All deposits and/or fees for facility reservations must have been paid prior to sign application approval.
3. Sign application must be submitted at least two (2) weeks prior to the requested date of display.
4. Final approval rests with the City Manager or his/her designee.
5. Any other type of sign request other than those discussed in this policy can be made through the Recreation Department of the City of Laguna Hills.

ATTACHMENTS:

- None



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

ISSUE: Update of City Council Reservation Policies Related to the Use of City Facilities Such as Community Center Rooms, Parks, Athletic Fields, Courts, and Gymnasium.

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting City Council Policy No. 317 updating the City's existing Public Facility Reservation and Use Policy, consolidating existing related Council policies and procedures, and rescinding City Council Policy Nos. 309, 310, 311, 312, 313, 314, and 316."

SUMMARY:

A proposed City Council policy, Policy No. 317 - "Public Facility Reservation & Use Policy," is attached to this report for the City Council's review. Currently, there are seven (7) public facility reservation and use policies (Policy Nos. 309, 310, 311, 312, 313, 314, & 316). Staff updated these reservation and use policies by consolidating them into one comprehensive policy (Policy No. 317). This policy provides the guidelines for the Community Services Department to follow in issuing permits for City facility use such as athletic fields, rooms at the Community Center, and neighborhood parks. This policy also provides the guidelines for the public to follow when City facilities are rented. Staff is recommending the approval of Policy No. 317 by the City Council by the adoption of the attached Resolution. Policy No. 317 is attached to the staff report as "Exhibit A" to Attachment 1.

Reservation Policies

August 28, 2018

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BACKGROUND:

The Community Services Department conducted a work effort to update the City Council reservation policies. Currently, there are seven (7) City Council policies related to facility reservations. Individuals and groups that desire to use City facilities such as rooms at the Community Center, athletic fields, neighborhood parks, and the gymnasium, on a reserved and exclusive-use basis, must first be issued a facility permit by the Community Services Department. These policies establish the guidelines for the Community Services Department to issue such permits and also the rules that must be followed by the public for permitted facility use. In addition, these documents provide for staff City Council's rental priority policy for rental groups (i.e. resident nonprofit, resident, non-resident nonprofit, non-resident private, commercial). As you may be aware, it has been the City Council's policy to provide first priority to its resident groups for facility use and to also charge less in rental fees than the non-resident and commercial groups.

During staff's review of the seven (7) facility reservation policies staff noted unnecessary redundancy of reservation procedures and guidelines throughout and questioned the need for some of these policies to function as stand-alone policies. Consequently, staff's policy update work effort resulted in the merging of all seven (7) of the City Council reservation policies listed below into one comprehensive policy: City Council Policy No. 317 - "Public Facility Reservation & Use Policy" (see Exhibit A attached). It is important to note that the necessary and important language in each of the policies listed below were transferred over to the proposed "Public Facility Reservation & Use Policy" document. Staff is recommending that the following policies be rescinded and that City Council approve the attached comprehensive Policy No. 317 - "Public Facility Reservation & Use Policy" by adopting the attached Resolution.

- Policy No. 309 – Community Center Facility Reservation Policy
- Policy No. 310 – Public Reservation and Fee Policy
- Policy No. 311 – Group Picnic/Park Reservation Policy
- Policy No. 312 – Athletic Field Tournament Policy
- Policy No. 313 – Gymnasium Rental and Use Policy
- Policy No. 314 – Athletic Field/Roller Hockey/Skate Park Facility Reservation Policy
- Policy No. 316 – Special Event Permit and Reservation Policy

Reservation Policies

August 28, 2018

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As stated above, a major work effort was undertaken by staff to consolidate the seven (7) public reservation and use policies into one. Staff also ensured that the updated policy comports with the City of Laguna Hills Municipal Code (LHMC) Chapters 8-04 and 8-10 related to park use and regulations, and clearly and accurately articulates intended policies and procedures which assist the Community Services Department in administering facility reservations. A summary of some of the changes and additions to Policy No. 317 are listed below.

1. Further clarification on what defines a resident nonprofit youth sports organization.
2. The definition of a special event and the requirement of special event permit for the use of Public Facilities is omitted from the reservation and use policies. Instead the definition of a Large Group, which is referenced in LHMC Chapter 8.04, was worked into the policy. A Large Group appropriately accounts for special event activity such as concerts, tournaments, parades, etc. that would be processed by the Community Services department under a Facility Permit.
3. Inserted trash and recycling requirements. This is important because the State (CalRecycle) is pushing for more organic (food waste) recycling efforts.
4. Security services and required insurance for certain events will be arranged by Community Services Department on behalf of applicants. Applicants will pay for costs.
5. Restrictions on use of City Seal and reference to City in applicant's advertisement of reservation events.
6. Use and approval of signs during reservation event.
7. No animals at Community Center during a reservation unless they are service animals.
8. Modified the "waiver of fees" section in the policy.

A draft of the City Council Policy No. 317 - "Public Facility Reservation & Use Policy" was presented to the Parks and Recreation Commission at its June 6, 2018, meeting, and comments were provided by the public and Commissioners in regards to the draft. These comments were worked into a 2nd draft of this policy which was presented to the Parks and Recreation Commission at its meeting of August 1, 2018. The Commission recommended that the attached policy be brought to the City Council for its approval.

The attached proposed Policy No. 317 has been reviewed by the City Attorney.

Reservation Policies

August 28, 2018

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FISCAL IMPACT:

Rental fees are not established by Policy No. 317, but are set by separate City Council Resolution. Last fiscal year, the City recognized a total of \$211,517 in revenue from its public facility rentals.

ATTACHMENTS:

- Attachment 1 - City Council Resolution and Exhibit A Updates Policy No. 317

ATTACHMENT 1

RESOLUTION NO. 2018-08-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING CITY COUNCIL POLICY NO. 317 UPDATING THE CITY'S EXISTING PUBLIC FACILITY RESERVATION AND USE POLICY, CONSOLIDATING EXISTING RELATED COUNCIL POLICIES AND PROCEDURES, AND RESCINDING CITY COUNCIL POLICY NOS. 309, 310, 311, 312, 313, 314 AND 316.

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

WHEREAS, from 1997 through 2016 the City Council approved and periodically updated several City Council policies which established procedures regarding rental reservations for City parks and recreation facilities such as fields, parks, community center rooms, special events, and other outdoor park and recreation amenities; and

WHEREAS, City staff has now updated these policies by consolidating them into one comprehensive policy, which is attached hereto as proposed City Council Policy No. 317, entitled "Public Facility Reservation and Use Policy," and

WHEREAS, the purpose of this proposed City Council policy is to establish updated policies and procedures, in conjunction with the Park and Recreation Facility Use Regulations (Laguna Hills Municipal Code, Chapters 8-04 and 8-10), with respect to authorizing reserved and exclusive use of City facilities and parks; and

WHEREAS, the Parks and Recreation Commission reviewed proposed City Council Policy No. 317 - "Public Facility Reservation and Use Policy" at its June 6, 2018 and August 1, 2018 meetings; and

WHEREAS, the Parks and Recreation Commission has recommended to the City Council approval and adoption of the proposed "Public Facility Reservation and Use Policy."

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

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

SECTION 2. City Council Policy No. 317, entitled, "Public Facility Reservation and Use Policy," is hereby approved and adopted as set forth in Exhibit "A," a copy of which is attached hereto and is incorporated herein by reference.

SECTION 3. The following related City Council policies are hereby rescinded:

- (1) Policy 309 – Community Center Facility Reservation Policy.
- (2) Policy 310 – Public Reservation and Fee Policy.
- (3) Policy 311 – Group Picnic/Park Reservation Policy.
- (4) Policy 312 – Athletic Field Tournament Policy.
- (5) Policy 313 – Gymnasium Rental and Use Policy.
- (6) Policy 314 – Athletic Field/Roller Hockey/Skate Park Facility Reservation Policy.
- (7) Policy 316 – Special Event Permit and Reservation Policy.

PASSED, APPROVED, AND ADOPTED this __ day of _____ 2018.

MELODY CARRUTH, 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.
2018-08-28-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the ____ day of _____ 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

EXHIBIT A

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

SUBJECT: PUBLIC FACILITY RESERVATION & USE POLICY

POLICY No. 317

Effective Date: August 28, 2018

PURPOSE:

To establish policies and procedures, in conjunction with the Park and Recreation Facility Use Regulations (City of Laguna Hills Municipal Code, Chapters 8-04, 8-10), with respect to authorizing reserved and exclusive use of City Facilities and Parks.

DEFINITIONS:

Applicant – means a Person applying for a Facility Permit for Director approval, or in possession of an approved Facility Permit.

Alcoholic Beverages – means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

Athletic Fields or Courts – means all ball diamonds, soccer fields, roller hockey rinks, and volleyball, basketball, and tennis courts owned, operated, or maintained by the City.

Community Center – means any portion of, whether indoors or outdoors, the Laguna Hills Community Center building located at 25555 Alicia Parkway, Laguna Hills.

Department – means Community Services Department.

Director – means the Community Services Director, the Community Services Director's designee, the Deputy City Manager, or the Deputy City Manager's designee.

Eviction – means expulsion from a City Facility and, if applicable, revocation of a Facility Permit.

Exclusive Use – means the right to use a City Facility, or portion thereof, for any activity at a specified time, on one or more occasions, to the exclusion of others.

Facility(ies) – means all City owned or maintained property, whether indoors or outdoors.

Facility Permit – means written permission issued by the Director authorizing a person or group to conduct specified activities within a City Facility, and/or authorizing the exclusive use of a City Facility, or portion thereof, by such persons or groups.

Large Group – means any organized activity in which fifty (50) or more individuals are expected to participate or attend.

Minors – means persons under 18 years of age.

**City Council Policy
No. 317
Public Facility Reservation and Use Policy**

Park – means all parks, park-related buildings, facilities and grounds, recreational facilities, recreational areas, athletic fields or courts, and open space areas owned, operated, maintained, or controlled by the City.

Person – means every individual, firm, corporation, joint venture, association, social club, or any group or combination activity as a unit.

GENERAL FACILITY RESERVATION & USE POLICIES & PROCEDURES:

The following policies and procedures apply to all Facility rentals.

Facility Permits:

A Facility Permit must be obtained from the Community Services Department of the City of Laguna Hills, and all required deposits and fees paid before any Person shall occupy any part of a Facility on a reserved and exclusive-use basis or for any other activity listed in the Park and Recreation Facility Use Regulations (City of Laguna Hills Municipal Code, Chapters 8-04 and 8-10).

- a) The following activities, require the issuance of a Facility Permit and Director approval. These activities must be noted on an application.
 - i. Any activity involving the temporary erection or placement on Park property of stages, booths, generators, platforms, pitching machines, sculptures, and other art works, inflatable bounce houses or similar play equipment, rock climbing walls, or other similar structures or portable recreational equipment.
 - ii. The sale of any goods, wares, merchandise, food, or beverages in connection with a permitted group activity.
 - iii. Any activity involving the use of live music or amplified sound or music systems including, without limitation, loudspeakers or other amplification devices or public address systems.
 - iv. Any recurrent athletic league, club, team, or group sporting activity including but not limited to games, practices, scrimmages, exhibitions, clinics, or other team-sport or athletic-related events or activities.
 - v. Any organized activity in which fifty (50) or more individuals (Large Group) are expected to participate or attend, or to which the public is invited, or which requires special city services. Such group activities include, but are not limited to: picnics; gatherings; meetings; parades; camp-outs; plays; musical events; art shows; exhibitions; athletic events; concerts; expos; markets; fairs; festivals; lectures; or any type of entertainment or theatrical performances.
- b) A permittee shall be bound by all City rules and regulations, by all applicable City Ordinances and applicable provisions of state and federal law.
- c) The City is not and shall not be held responsible for the loss, damage, or theft of equipment or articles owned or controlled by Facility users.

**City Council Policy
No. 317
Public Facility Reservation and Use Policy**

- d) A Facility Permit may not be transferred, assigned, or sublet.
- e) Any group using City Facilities outside of the established hours of operation, as approved by the Director, shall pay for each or any part of an hour for each City staff member assisting with the Facility reservation, in addition to the regular rental fee as established by City Council resolution.
- f) Facility reservations may be booked up to one year in advance.
- g) City staff reserves the right to full access and inspection of all Facility reservation areas at any time.
- h) Refunds of Facility rental fees and/or deposit fees may take up to 45 days to process if cash or checks are used.
- i) Facility Permits will only be issued to persons 18 years of age and older, unless the application includes the use of alcoholic beverages in which case, reservations will only be issued to persons 21 years of age or older.
- j) Groups of less than 50 individuals (or less than a Large Group) may reserve a Park if they desire to assure use of the Facility.
- k) Large Group Park use will not be permitted on consecutive weekend days at the same Park without special approval from the Director.
- l) A Facility Permit is required for the placement of any sanitation facilities (i.e. porta potties) in a Park.
- m) Activities for Minors must be supervised by responsible adults at the ratio of one adult for every twenty Minors.

Rental Fees:

All Facility rental fees and deposits are set by City Council resolution.

Community Center rental fee policies:

- i. The weekend rate, as established by City Council resolution, will begin at 5:00 p.m. on Fridays and end on 12:00 a.m. on Sundays.
- ii. Applicants will be charged time and one half hourly rental rate for early arrival and late departure time not indicted on approved Facility Permit.
- iii. There is a two (2) hour minimum hourly rental rate for the Heritage Room, Classroom, and Art Room only.

**City Council Policy
No. 317
Public Facility Reservation and Use Policy**

Application Process:

An Applicant seeking issuance of a Facility Permit shall file an application with the Department. The application must be received at least fourteen (14) days in advance of desired reservation date(s). Requests received less than fourteen (14) days in advance will be granted if conditions allow and payment for these reservations shall be paid in full when the request is made and the application is approved.

- a) An application must be submitted by an individual who is representing the group, association, firm, or corporation and is responsible for the Facility reservation. An Applicant must have official authorization to apply on behalf of an organization. Applicant must include in the application:
 - i. The name, address, and contact information of the Applicant.
 - ii. The name and address of the person, persons, corporation, or association sponsoring the activity, together with a list of the responsible officers and directors to whom notices and claims for damages may be directed.
 - iii. The day and hours for which the permit is desired (*including set up and clean up times*).
 - iv. The Facility or Facilities for which such permit is desired.
 - v. A numerical estimate of the anticipated attendance. (*Attendance cannot exceed posted room occupancies*).
 - vi. The percentage of the Applicant's group who are residents of the City of Laguna Hills if requested. (*Reasonable evidence of residential status may be required at the discretion of the Director*).
 - vii. Any other information that the City finds reasonable or necessary to safeguard City Facilities and the public.
- b) An Applicant must specify an exact list of the equipment that the Applicant desires to bring to Facility during a reservation. A map showing the locations of equipment may be required.
- c) Deposit fees (or refundable deposit) will be collected at the time of application submittal and prior to issuance of Facility Permit. Certain deposit fees are refundable, as set forth by City Council Resolution, unless the deposit fee, or a portion thereof, is used to cover Department's costs for cleaning and/or damage caused by a Person's facility reservation, to cover unpaid insurance processing costs, or to cover cancellation fees.
- d) The entire time needed to prepare food, decorate the facilities, or set-up before the event, and to completely clean up after the event must be reserved by the Applicant and must be stated on the application form. Early arrival or late departure, by a caterer or any member of the Applicant's party will result in additional fees.
- e) Depending on the nature of the event, Applicants may be required to meet with Department staff at least fourteen (14) days before event to personally review Applicant's needs, set up, and Department Facility rules and regulations.

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Standards of Issuance:

The Director may issue a Facility Permit hereunder when it is found:

- a) That the proposed activity or use of a City Facility will not unreasonably interfere with general public enjoyment of other facilities;
- b) That the proposed activity or use will not unreasonably interfere with public health, welfare, safety, or recreation;
- c) That the proposed activity or use is not unlawful;
- d) That the proposed activity or use will not entail unusual, extraordinary, or burdensome expense to the City or require costly police support or assistance;
- e) That the City Facility desired has not been previously reserved;
- f) That the Applicant, if applying on behalf of a firm, corporation, joint venture, association, social club, or any group or combination activity as a unit, be organized and in existence for at least thirty (30) days prior to seeking a Facility Permit;
- g) That required fees have been paid; and
- h) That, if applicable, evidence of insurance acceptable to the City has been provided.

Reservation and Use Priority:

Priority of use for all City Facilities shall be as follows:

- 1) City programs, including those activities and events that the City of Laguna Hills is cosponsoring.
- 2) Laguna Hills sports organizations directly sponsoring youth programs open to all applicants and predominately serving Laguna Hills youth. Local youth and adult organizations and groups such as service clubs, churches, and veterans, whose membership is open to the public, provided such organization and/or group carries out its activities through an existing bona fide office, an existing recognized place of worship, or an established meeting place that is physically located within the City of Laguna Hills.
- 3) Residents of the City of Laguna Hills.
- 4) Local merchants of the City of Laguna Hills wishing to reserve and make use of facilities for an activity directly related to their business pursuits within the City.
- 5) Non-resident nonprofit organizations.
- 6) Non-resident individuals and businesses.

Verification of Classification:

Any Applicant requesting a nonprofit classification must attach written verification and proof of nonprofit status to application. The status of an organization must be proved by the Applicant to the satisfaction of the Director.

(CATEGORY A) - Resident Nonprofit: Local clubs and organizations that are open to the general public and have their headquarters in the City of Laguna Hills. Application for nonprofit rentals must include a Federal Tax Exempt I.D. number, and may require proof of same by showing either a "Statement of Domestic

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Nonprofit Organization” filed with the State of California or nonprofit tax identification number.

(CATEGORY B) - Resident Private: Individuals, clubs, organizations, and other groups, with a City of Laguna Hills address, and/or where its participants/memberships are made up of at least 50% residents from the City of Laguna Hills. Proof of residency is required.

(CATEGORY C) - Non-Resident Nonprofit: Nonprofit clubs, organizations, and other groups that are non-residents of the City of Laguna Hills. Documentation required as stated above.

(CATEGORY D) - Non-Resident Private: Individuals, clubs, organizations, and other that are non-residents of the City of Laguna Hills.

(CATEGORY E) - Commercial: Business entities within or outside of the City of Laguna Hills boundaries.

Laguna Hills Youth Sports Organization Verification:

Application for Laguna Hills Youth Sports Organization Facility use must include a Federal Tax Exempt I.D. number, and may require proof of same by showing either a “Statement of Domestic Nonprofit Organization” filed with the State of California or nonprofit tax identification number. Appropriate documentation to verify Resident Nonprofit status may also be requested which includes, but is not limited to, team rosters, utility bills from team player’s place of residence, sports organization’s bylaws, mission statements or equivalent.

Laguna Hills nonprofit youth sports organizations are defined as local nonprofit volunteer organizations that are comprised predominately of Laguna Hills resident youths. These organizations maintain a “no cut” policy where every child is not denied the opportunity to play and registration is open to all Laguna Hills’ children. In addition, the youth sports organization is administered by volunteer Laguna Hills residents that serve as officers, coaches, commissioners, or board of directors and do not receive any compensation for their volunteer service.

Park Amenities Use:

Park amenities (including fields, volleyball and basketball courts, picnic tables, BBQs, etc.) may be reserved for up to three (3) hours of use in conjunction with a group picnic reservation when available. To request the use of a Park amenity, Applicant must indicate a three (3) hour time slot on the Facility Permit application.

All Park amenities are on a first come, first serve basis unless reserved as stated above.

Policy Interpretation:

It is the policy of the City of Laguna Hills to grant the Department administrative discretion to interpret and adjust the general rules of this policy to meet specific needs

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of Applicants and the City. Appeals must be made to the City Manager whose decision shall be final.

Payments:

All payments are due fourteen (14) calendar days prior to scheduled use. Any balance due can be paid by credit card, cashier's check, personal check, or money order. However, personal checks will not be accepted when any payment is made less than fourteen (14) calendar days from the date of a reservation.

Any cash payment for a Facility Permit deposit and/or fees is limited to \$500 per Person per day.

All receipts for payments and any reimbursements will be made to the Applicant only, regardless of payment source. Payments shall always be noted with event date(s), Facility reserved, and responsible party for reservation.

Disruptive Behavior

Applicant's conduct or behavior that disrupts, disturbs, or otherwise impedes the orderly conduct of the scheduled activity permitted, or with the administration of City Facilities by City personnel and/or the enjoyment of others using a Park or Facility is strictly prohibited.

Applicants are responsible for controlling noise that may be disturbing to other activities occurring at a Park or Facility, or that may negatively impact a surrounding neighborhood.

Applicants who engage in such disruptive conduct shall be subject to Eviction in accordance to the City of Laguna Hills' Municipal Code and may also result in the revocation of a Facility Permit.

Revocation:

The Director shall have the authority to summarily revoke a Facility Permit upon finding a violation of any provision, hereof, or upon finding a violation of any applicable City Ordinances, City rules and regulations, and/or state law. The individual or group will not be issued a permit for twelve months from date of the violation.

Appeal:

If an application and/or a Facility Permit is denied or revoked by the Director, an appeal may be made to the City Manager in writing within five (5) business days of the Director's decision. The City Manager is not required to consider a late-filed appeal. The City Manager's decision on the appeal is final.

Waiver of Fees:

Any and all applicable fees may be waived or reduced, at the sole discretion of the City Manager, for public school activities and events and governmental purposes, as well as

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for community activities and events that are sponsored or co-sponsored by the City. The decision of the City Manager shall be final.

Limitation of Use:

The City reserves the right to limit the hours of use of Park Facilities to prevent adverse effect or conditions to adjacent residents or damage to the Facilities or turf because of excessive use.

Security Services:

The City reserves the right to require security guard services for any activities held at City Facilities at the Director's discretion. Department staff will arrange for a security guard service company on behalf of Applicant. Security guard service will be scheduled for entire event time specified on the Facility Permit. The Applicant is responsible for the cost of security guard services. Information regarding charges for security services will be provided to the Applicant upon Facility booking, subject to change if the terms and parameters of the reservation are modified.

Insurance Requirements:

Dependent upon the nature of the proposed activity for a Facility rental, the City may, at its discretion, require the Applicant to purchase, through the Department's insurance service provider, coverage naming the City of Laguna Hills, its officers and employees as additional insured. Department staff will arrange for insurance coverage on Applicant's behalf and the Applicant will be responsible for paying the cost of such coverage at the time of application. Information regarding insurance coverage requirements and charges will be provided to the Applicant upon Facility booking, subject to change if the terms and parameters of the reservation are modified. Insurance coverage is required for any activities where alcohol is served.

Damage to Facility:

Any person or group causing property or equipment damage to City Facilities, including damage or defacement to Park amenities such as grass and foliage, will be required to pay for such damage (based on current cost of repair or replacement as established by the City). The City shall use Applicant's deposit fee to cover costs of damage and will bill the Applicant for any outstanding balance to cover full costs of damage if applicable. Until such outstanding payment is received, the City may revoke Applicant's current Facility Permit and reject future applications.

Smoking:

Smoking in City Parks and the Community Center is strictly prohibited per the City of Laguna Hills Municipal Code.

Alcohol Use:

No Person shall consume, possess or sell any Alcoholic Beverages within a designated Park. This prohibition shall not apply to reservations conducted at the Community

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Center in accordance with applicable City policies and an approved Facility Permit (see “Community Center Alcohol Use”).

Sale of Food:

A health permit is required from the County of Orange Healthcare Agency when food will be sold during a Facility reservation, or in the opinion of the Director a health permit is required. A copy of the health permit shall be filed with Department to be included in Applicant’s Facility Permit.

Glass Containers:

No Person shall bring into, or have in his or her possession, in a Park a glass container. This prohibition shall not apply to reservations occurring at the Community Center in accordance with an approved Facility Permit.

Use of City Seal and Reference to City:

Any unauthorized references to the City that suggests (or can be interpreted as) the City is endorsing or sponsoring a Person’s Facility reservation event is strictly prohibited and may result in the revocation of a Facility Permit. Therefore, without prior written authorization from the City of Laguna Hills, it is prohibited for Persons to:

- i. use the City Seal or emblem in any form of outreach and/or advertisement of a Person’s Facility reservation event; or
- ii. use “The City of Laguna Hills,” or “City of Laguna Hills,” or “Laguna Hills Community Center,” or any variation thereof, in the title of a Person’s Facility reservation event advertisement, or in any manner that would suggest City sponsorship or endorsement; or
- iii. use of any image of City Facilities in reservation event advertisement, or in any manner that would suggest City sponsorship or endorsement; or
- iv. use of the City name, City Facility name, City address, a City email, and/or City phone number as the official address or official contact information for a Person’s reservation event.

The City does not restrict a Person from using a Facility name and address to advertise the location of a Person’s reservation event. For example:

Applicant’s name of event will be held at:
Laguna Hills Community Center and Sports Complex
25555 Alicia Parkway
Laguna Hills, CA 92653

Cleaning after Reservation

It is the Applicant’s responsibility to clean entire rented Facilities, and all equipment used, to the condition prior to the Facilities reservation and to the satisfaction of Department staff. In the event Applicant does not clean the Facilities, or does not clean

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the Facilities to the satisfaction of Department staff, the Department shall use Applicant's deposit fee to cover cleaning costs and will bill the Applicant any additional cleaning costs not covered under deposit fee. Until entire payment is received for total cleaning costs, the City may revoke Applicant's current Facility Permit and reject future applications.

Signs:

Signs (including, banners, balloons, and other decorative materials) used to promote, advertise, or decorate a Facility reservation event, or for event wayfinding purposes, must first be approved by the Director based on reasonable time, place, manner and aesthetic considerations. Applicants must note requested signage as well as desired locations on Applicant's Facility Permit. The proposed location of any requested sign(s) must be approved in advance by the Director and will only be permitted for display during the reservation hours designated on the Facility Permit. Notwithstanding the forgoing, signs that contain any of the following are prohibited: 1) Content not related to the purpose of Applicant's Facility reservation; 2) Content that defames, abuses, harasses, stalks, threaten or violates the legal rights of others; 3) Sexual content, profanity, vulgarity, obscenity, racism, hatred, slander, threats, and/or violence; 4) Content that is not appropriate for all age groups; 5) Content that promotes, fosters, or perpetuates discrimination or personal attacks on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation; 6) Content that contains personal information about another person or that violates a person's privacy; and/or 7) Content that promotes or encourages illegal activity.

Any signs that are placed in an unapproved location or that violate this policy will be immediately removed and the Applicant's Facility Permit may be subject to revocation.

Trash and Recycling Requirement:

All Applicants are required to recycle their trash during their Facility use. Information about the City's recycling requirements will be shared with Applicants at the time of application. Applicants who will be selling or serving food as part of their Facility reservation are required to recycle all food waste (organic waste). Dependent on the nature of the event, Department staff may require Applicant to develop a recycling plan and any additional trash and recycling services in addition to the City's current service levels will be borne by the Applicant.

Failure by Applicant to adequately recycle their trash during their Facility reservation may result in the forfeit of a Person's deposit fee (or a portion thereof).

Cancellations:

The Department requests that Persons cancel their reservations at least fourteen (14) days prior to their reservation date as stated on an approved Facility Permit. Cancellations are subject to cancellation fees as established by City Council Resolution.

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Cancellations made less than fourteen (14) days prior to a reservation are subject to higher cancellation fees where applicable.

COMMUNITY CENTER FACILITY RESERVATION & USE POLICIES & PROCEDURES:

In addition to the “General Facility Reservation & Use Policies & Procedures” stated above, the following policies and procedures shall also apply to reservations and use of the Community Center.

Mandatory Site Meeting:

A mandatory site meeting will be scheduled with the Applicant and Department staff at the Community Center. The site meeting appointment should be made at least fourteen (14) days prior to the event. Any caterer or special event coordinator should also attend the site meeting. Failure to complete a site meeting could result in a cancellation of the event and forfeiture of fees and deposits. The Applicant is the only person who may request changes to the reservation.

Community Center Setup/Cleanup:

Usage time on the application must include all Facility preparation, including an Applicant’s setup and decoration time by caterer and/or user, as well as cleanup time following use. Reservations are based upon use within the specified time period. Any additional use will be charged.

Department staff will be on hand to admit Applicant to the rented Facilities at the time specified on the approved Facility Permit. Applicants will not be allowed to occupy the Facilities during times not listed on the Facility Permit. City staff will set up all tables, chairs, and equipment according to the set up plans provided. If no set up plan is submitted, City staff will set up the reservation according to standard set up configurations for the type and size indicated on the application. Only one setup per group will be provided. Requests for changes to room setup after the setup is complete in accordance to the Facility Permit plan will not be accommodated.

Facilities must be left in the same condition in which they were found. Department staff will provide Applicant with a clean-up checklist that must be filled out before and after the activity to determine needed clean up or repairs before and after the rental. If the Facility is not cleaned to the conditions prior to Applicant’s reservation, or to the satisfaction of the Department staff, the Applicant will pay for cleaning costs which will be deducted from Applicant’s deposit fee. If clean-up costs are more than the deposit fee, the Applicant will be responsible for paying the difference.

Community Center & Kitchen Reservation Amenities:

- a) Building rentals include the use of tables and chairs. Table covers are not provided.
- b) Eating and serving utensils are not provided.

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- c) Styrofoam products are prohibited from use in the Community Center.
- d) Use of the kitchen must be included on the Facility Permit. Kitchen rental offers use of refrigerator/freezer, stove, oven(s), and microwave. Partial Kitchen rentals only include use of refrigerator and ice machine.
- e) Cooking utensils are not provided. Utensils must be provided by the Applicant and must all be removed promptly and completely upon conclusion of the event.
- f) Refrigerator space may be limited due to active, on-going City programs.
- g) Equipment or furnishings shall not be removed or rearranged without prior written approval from the Director.

Community Center Decorations:

Decorations must be flame retardant. Decorations with hay or straw are prohibited. Confetti, birdseed, popcorn, rice, or other material shall not be thrown. Nails, staples, tape, and similar hardware may not be used to attach materials to walls or ceilings in the Heritage Room. All decorative and other items, such as approved signs, shall be removed by the end of the rental period. Do not drag heavy items on floors. Glitter is not allowed. Open flames (i.e. candles) will not be allowed in the facilities, unless specifically authorized in writing by the Director.

Limited Space and Storage:

Due to limited space, storage will not be provided for building rentals. All equipment, supplies, food, and decorations brought in by Applicant must be removed by the Applicant before leaving the building and within the rental time designated on Applicant's Facility Permit.

Department staff are not authorized to sign for deliveries and are not authorized to permit any deliveries that vary from scheduled times. The Department cannot be held responsible for any items delivered early or left behind. The Applicant or event contact person must accept all deliveries. The "set-up time" stated on the application form is the earliest time that any deliveries can be made.

Community Center Alcohol Use:

Alcoholic Beverages are permitted only within the confines of the Laguna Hills Community Center building and adjacent patios and courtyard. Beer kegs are allowed only if an individual (bartender) is attending the keg and servicing beer to reservation attendees. Beer kegs are restricted to only Community Center patio areas.

Applicants requesting the use of Alcoholic Beverages must submit a proper application form with their facility use application. An alcohol permit fee, set by City Council resolution, will be charged to all Applicants requesting to serve alcohol.

Applications to serve Alcoholic Beverages will not be considered for approval for any activity with a youth emphasis. This includes activities for minors such as birthday

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parties, quinceaneras, bar and bat mitzvahs, or student activities. Alcohol may not be served to minors. Alcoholic Beverages are to be served only to persons 21 years of age and older. An Applicant's failure to comply, monitor, and enforce this law is grounds for terminating the activity and forfeiting the refundable deposits and all rental fees which have been paid.

All Alcoholic Beverages must be consumed inside the rented area of the Facility. The consumption of Alcoholic Beverages is prohibited during set up and clean up time. An Alcohol Beverage Control (A.B.C.) License must be provided if Alcoholic Beverages are to be sold during the scheduled activity, if a donation is requested or admission is by donation, if admission is charged, or if presale is charged for an event where Alcoholic Beverages are present.

It is the responsibility of the Applicant to contact Alcohol Beverage Control to obtain a license. A letter regarding your event will be provided for you to present to the Alcohol Beverage Control License office. Contact Alcohol Beverage Control at:

28 Civic Center Plaza
 Santa Ana, California
 (714) 558-4101

A copy of the A.B.C. license must be submitted to the Community Services Department at least five (5) calendar days prior to your event.

Hardwood Flooring:

Due to the special flooring, hard-soled shoes, food, or beverages are not allowed in the physical activity room and gymnasium.

Animals:

Animals will not be permitted inside the Community Center unless they are service dogs/animals used by those requiring such assistance.

ATTACHMENTS:

- City of Laguna Hills Rental Fees and Deposits Schedule *(established by City Council Resolutions)*