



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
AUGUST 26, 2014
Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Andrew Blount, Mayor

**Dore J. Gilbert, M.D., Mayor Pro Tempore
Randal Bressette, Council Member**

**Melody Carruth, Council Member
Barbara Kogerman, Council Member**

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS

1.1 SPOTLIGHT ON LOCAL BUSINESS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM X.

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM JEFF EARL, STORE MANAGER FOR THE NEW FRESH MARKET.

1.2 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

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

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

1.3 UPDATE ON WEST NILE VIRUS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM JARED DEVER, DIRECTOR OF COMMUNICATIONS, WITH ORANGE COUNTY VECTOR CONTROL DISTRICT, ON THE WEST NILE VIRUS.

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.

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 8, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE X, REGULAR MEETING.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JULY 8, 2014, REGULAR MEETING.

3.3 APPROVAL OF MINUTES FOR AUGUST 20, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE AUGUST 20, 2014, SPECIAL MEETING.

3.4 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
AUGUST 26, 2014

THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$X.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$2,407,675.20.

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 NO LONGER RETAIN CERTAIN CITY RECORDS AND DOCUMENTS WITH A DISPOSAL DATE OF AUGUST 27, 2014, PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA."

3.6 PROGRESS PAYMENT NO. 7 FOR LA PAZ OPEN SPACE PROJECT,
CIP NO. 615A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 7, IN THE NET AMOUNT OF \$1,140.00, TO ENVIRONMENTAL

CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A.

- 3.7 PROGRESS PAYMENT NO. 1 FOR TURF RENOVATION LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238B

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$69,540.00, TO SPORTS FIELD SERVICES, FOR TURF RENOVATION LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238B

- 3.8 AMENDMENT NO. 1 TO MASTER FUNDING AGREEMENT NO. C-1-2770 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR M2 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1 TO MASTER FUNDING AGREEMENT NO. C-1-2770 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF LAGUNA HILLS FOR M2 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT.

- 3.9 FINAL PARCEL MAP NO. 2011-115

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE FINAL PARCEL MAP NO. 2011-115, ACCEPT THE DEDICATION OF PARCEL A AND ACCEPT THE RELEASE AND RELINQUISHMENT OF ACCESS RIGHTS TO CABOT ROAD, ALL AS SHOWN ON SAID MAP.

- 3.10 REVIEW OF NORTHBOUND CABOT ROAD AT LA PAZ ROAD/SOUTHBOUND I-5 OFF-RAMP NO RIGHT TURN ON RED TRAFFIC CONTROL

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE, IF APPROVED BY CALTRANS, THE PURCHASE OF A "NO RIGHT TURN ON RED" SYMBOL LED BLANK OUT SIGN TO EMPHASIZE THIS TRAFFIC CONTROL FOR THE NORTHBOUND CABOT ROAD RIGHT TURN MOVEMENT AT LA PAZ ROAD/SOUTHBOUND I-5 OFF-RAMP.

- 3.11 18TH ANNUAL INNER COASTAL WATERSHED CLEANUP DAY

RECOMMENDATION: THAT THE CITY COUNCIL DECLARE SEPTEMBER 20, 2014, AS INNER COASTAL WATERSHED CLEANUP DAY AND ENCOURAGE VOLUNTEER PARTICIPATION IN THIS EVENT.

- 3.12 SECOND AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REHABILITATION SERVICES CONTRACT - ALISO MEADOWS REHABILITATION PROJECT, EXTENDING THE TERM THROUGH JUNE 30, 2015 AND ALLOCATING AN ADDITIONAL \$80,000 FOR FISCAL YEAR 2014-15

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE SECOND AMENDMENT TO THE CDBG REHABILITATION SERVICES CONTRACT - ALISO MEADOWS REHABILITATION PROJECT, WITH THE ALISO MEADOWS CONDOMINIUM ASSOCIATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE 2014-2015 FISCAL YEAR, AUTHORIZING AN ADDITIONAL \$80,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT.

- 3.13 2014 FOURTH OF JULY POST EVENT REPORT

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

- 3.14 CONTRACT WITH AGE WELL SENIOR SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2014/2015

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CONTRACT BETWEEN AGE WELL SENIOR SERVICES AND THE CITY OF LAGUNA HILLS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2014/2015 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.

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 8, 2014

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JULY 8, 2014, 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. 5-14-2865, A DEVELOPMENT CODE AMENDMENT REVISING SECTION 9-74.020 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) TO INCLUDE A PROVISION TO ALLOW OPERABLE PASSENGER VEHICLES TO BE LEGALLY PARKED ON THE DRIVEWAY OF A DETACHED SINGLE-FAMILY DWELLING FOR TIME PERIODS EXCEEDING 72 HOURS

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING; AND (2) 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 TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) BY REVISING SECTION 9-74.020 ("OUTDOOR STORAGE" DEFINITION) OF CHAPTER 9-74 (PROPERTY MAINTENANCE) TO INCLUDE A CLARIFYING PROVISION TO ALLOW OPERABLE PASSENGER VEHICLES TO BE LEGALLY PARKED ON THE DRIVEWAY OF A DETACHED SINGLE-FAMILY DWELLING FOR TIME PERIODS EXCEEDING 72 HOURS."

6. ADMINISTRATIVE REPORTS

- 6.1 City Manager

- 6.2 Assistant City Manager

- 6.2.1. LAGUNA HILLS SPORTS COMPLEX SOFTBALL FIELD
SYNTHETIC TURF PROJECT

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO PROCEED WITH THE CONVERSION OF THE SPORTS COMPLEX SOFTBALL FIELD TO A MULTI-USE FIELD UTILIZING SYNTHETIC TURF AND OTHER NECESSARY IMPROVEMENTS.

- 6.3 Public Services Director/City Engineer

- 6.3.1. SOUTHERN CALIFORNIA GAS COMPANY ADVANCE
METER PROJECT - UPDATE OF ANTENNAE LOCATIONS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE, AND AUTHORIZE STAFF TO ISSUE THE ENCROACHMENT PERMITS FOR, THE REVISED AND REMAINING ADVANCED METER PROJECT ANTENNAE LOCATIONS.

6.4 Deputy City Manager/Community Services

6.4.1. 2014 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."

6.4.2. AMENDMENT NO. 1 TO THE CR&R SOLID WASTE AND RECYCLING SERVICES AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1 TO CONTRACT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE AND FOR THE COLLECTION, AND TRANSPORTATION OF RECYCLABLE MATERIAL TO PROCESSORS FOR DIVERSION BETWEEN CR&R AND THE CITY OF LAGUNA HILLS AND AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT.

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

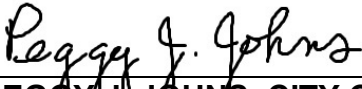
8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council will be September 09, 2014, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, 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 22, 2014, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

August 22, 2014

DATE

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

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

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

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
JULY 08, 2014**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: Council Member Carruth

ROLL CALL OF CITY COUNCIL MEMBERS

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

CLOSED SESSION REPORT

There was no Closed Session scheduled.

1. PRESENTATIONS AND PROCLAMATIONS

- 1.1 CERTIFICATE OF RECOGNITION FOR ALEXANDRA VALENSTEIN, LAGUNA HILLS HIGH SCHOOL STUDENT, MIXED DOUBLES USTA NATIONAL OPEN HARD COURT TENNIS CHAMPION

MAYOR BLOUNT PRESENTED A CERTIFICATE TO ALEXANDRA VALENSTEIN, RECOGNIZING HER ACHIEVEMENTS AS THE USTA NATIONAL OPEN HARD COURT MIXED DOUBLES TENNIS CHAMPION.

- 1.2 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

THE CITY COUNCIL RECEIVED AN UPDATE FROM CHAIR KAREN ROBBINS ON THE 3/5 DARK HORSE COMMITTEE.

- 1.3 GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING AND AWARD OF FINANCIAL REPORTING ACHIEVEMENT

MAYOR BLOUNT ACCEPTED THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) CERTIFICATE OF ACHIEVEMENT IN FINANCIAL REPORTING AND PRESENTED THE AWARD OF FINANCIAL REPORTING ACHIEVEMENT TO ASSISTANT CITY MANAGER DONALD J. WHITE AND FINANCE MANAGER JANICE MATEO REYES.

2. PUBLIC COMMENTS**EUCALYPTUS TREES IN SANTA VITTORIA PARK**

Andrea Crean, Laguna Hills resident, spoke about her concerns regarding the maintenance of the eucalyptus trees located in Santa Vittoria Park and adjacent parkway by San Joaquin Elementary School, and distributed literature to the City Council relating to eucalyptus trees.

Public Services Director/City Engineer Rosenfield indicated that he would circulate a memo to City Council regarding the eucalyptus trees.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR WITH COUNCIL MEMBER CARRUTH REMOVING ITEM NO. 3.7, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.**

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

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

3.2 APPROVAL OF MINUTES FOR JUNE 24, 2014

THE CITY COUNCIL APPROVED THE MINUTES OF THE JUNE 24, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JULY 8, 2014

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$754,830.96.

3.4 SECOND READING AND ADOPTION OF ORDINANCE APPROVING AND ADOPTING AMENDMENTS TO TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) AND THE OFFICIAL ZONING MAP TO ESTABLISH THE "HOSPITALITY OVERLAY ZONE (HOZ)" OVERLAY DISTRICT AND RELATED ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES ON +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA WITHIN THE FREEWAY COMMERCIAL (FC) AND MIXED USE (MXU) ZONING DISTRICTS"

THE CITY COUNCIL ADOPTED ORDINANCE NO. 2014-3, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) AND THE OFFICIAL ZONING MAP TO ESTABLISH THE "HOSPITALITY OVERLAY ZONE (HOZ)" OVERLAY DISTRICT AND RELATED ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES ON +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA WITHIN THE FREEWAY COMMERCIAL (FC) AND MIXED USE (MXU) ZONING DISTRICTS.

- 3.5 PROGRESS PAYMENT NO. 3 FOR EL TORO ROAD PAVEMENT REHABILITATION PROJECT, CIP NO. 179, AND RIDGE ROUTE DRIVE PAVEMENT REHABILITATION PROJECT, CIP NO. 172

THE CITY COUNCIL APPROVED CONTRACT CHANGE ORDER NO. 1 AND PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF \$488,653.91, TO ALL AMERICAN ASPHALT, FOR EL TORO ROAD PAVEMENT REHABILITATION PROJECT, CIP NO. 179, AND RIDGE ROUTE DRIVE PAVEMENT REHABILITATION PROJECT, CIP NO. 172.

- 3.6 PROGRESS PAYMENT NO. 6 FOR LA PAZ OPEN SPACE PROJECT, CIP NO. 615A

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 6, IN THE NET AMOUNT OF \$35,415.38 TO ENVIRONMENTAL CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A.

ITEMS REMOVED FROM THE CONSENT CALENDAR

- 3.7 OPERATING MEMORANDUM NO. 1 TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND LAGUNA HILLS INVESTMENT COMPANY

Council Member Carruth removed this item from the Consent Calendar to acknowledge Operating Memorandum No. 1 which implemented certain provisions of the Development Agreement between the City and Laguna Hills Investment Company.

THE CITY COUNCIL APPROVED AND AUTHORIZED THE CITY MANAGER TO EXECUTE OPERATING MEMORANDUM NO. 1 TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND LAGUNA HILLS INVESTMENT COMPANY, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BRESSETTE.

APPROVED BY A 5-0 VOTE.

4. PLANNING AGENCY

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:29 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JUNE 24, 2014

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE JUNE 24, 2014, REGULAR MEETING BY M/AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER CARRUTH.
APPROVED BY A VOTE OF 5-0.**

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 CONDITIONAL USE PERMIT/PARKING USE PERMIT/SITE DEVELOPMENT PERMIT (CUP/PUP/SDP) NO. 5-14-2848, A REQUEST BY LA PAZ SHOPPING CENTER, L.P., TO CONSTRUCT A 2,000 SQUARE-FOOT PAD BUILDING WITH A DRIVE-THRU LANE, AND TO ESTABLISH A DRIVE-THRU DONUT AND COFFEE SHOP (DUNKIN' DONUTS) IN SAID BUILDING IN THE COURTYARD AT LA PAZ SHOPPING CENTER AT 25242 MCINTYRE STREET IN THE COMMUNITY COMMERCIAL (CC) ZONE

Chair Blount opened the Public Hearing.

Richard Finkel, Architect for the applicant, spoke on the project, and answered questions from Planning Agency Members.

Dane Clark, Laguna Hills resident, spoke in opposition of the project.

Joseph Hibbard, Laguna Hills resident, spoke in opposition of the project.

Alex Migliarini, Laguna Hills resident, spoke in favor of the project.

Santiago Moore, Laguna Hills resident, spoke in favor of the project.

Chair Blount closed the Public Hearing.

**THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2014-07-08-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/PARKING USE PERMIT/SITE DEVELOPMENT PERMIT (CUP/PUP/SDP) NO. 5-14-2848, A REQUEST BY LA PAZ SHOPPING CENTER, L.P., TO CONSTRUCT A 2,000 SQUARE-FOOT PAD BUILDING WITH A DRIVE-THRU LANE, AND TO ESTABLISH A DRIVE-THRU DONUT AND COFFEE SHOP (DUNKIN' DONUTS) IN SAID BUILDING IN THE COURTYARD AT LA PAZ SHOPPING CENTER AT 25242 MCINTYRE STREET IN THE COMMUNITY COMMERCIAL (CC) ZONE, AMENDED TO MODIFY CONDITION NO. 16 TO REMOVE THE SENTENCE; "*OR TO ADDRESS PARKING AND/OR CIRCULATION INSUFFICIENCIES, ISSUES, COMPLAINTS, OR PROBLEMS RELATIVE TO ENSURING ADEQUATE PARKING AND CIRCULATION ON THE SUBJECT PROPERTY IN CONNECTION WITH THE PERMIT;*" AND ADD CONDITION NO. 16A, BY M/AGENCY MEMBER KOGERMAN, S/VICE CHAIR GILBERT.
APPROVED BY A VOTE OF 5-0.**

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council Meeting at 9:55 PM. All Council Members were present.

The balance of the Agenda was taken out of order by Mayor Blount.

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

7.1 COUNCIL MEMBER KOGERMAN

7.1.2 LETTER FROM THE CITY TO MR. DAVE BOHMAN, LITTLE LEAGUE WESTERN REGIONAL DIRECTOR, AND MS. TAMARA ALEXANDER, ADMINISTRATOR FOR DISTRICT 55 LITTLE LEAGUE, REGARDING THE DISQUALIFICATION OF LAGUNA HILLS LITTLE LEAGUE JUNIORS 54/80 HAWKS PLAYERS FROM THE DISTRICT 55 ALL-STAR TOURNAMENT

Eleven Laguna Hills residents spoke on this item.

**THE CITY COUNCIL APPOINTED AN AD HOC COMMITTEE CONSISTING OF MAYOR BLOUNT AND COUNCIL MEMBER BRESSETTE TO MEET WITH TAMARA ALEXANDER, LITTLE LEAGUE DISTRICT 55 ADMINISTRATOR, BOARD MEMBERS AND PARENTS OF LAGUNA HILLS LITTLE LEAGUE, TO DISCUSS THE RECENT ACTIONS TAKEN BY LITTLE LEAGUE DISTRICT 55 ADMINISTRATOR TAMARA ALEXANDER, BY M/MAYOR BLOUNT, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 5-0.**

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RECONVENE

6.3 Public Services Director/City Engineer

6.3.1 SOUTHERN CALIFORNIA GAS COMPANY ADVANCED METER PROJECT

THE CITY COUNCIL CONTINUED THE SOUTHERN CALIFORNIA GAS COMPANY ADVANCED METER PROJECT AS IT RELATED TO THE FOUR ANTENNAE ADJACENT TO RESIDENTIAL PROPERTIES, TO THE AUGUST 26, 2014, CITY COUNCIL MEETING AND AUTHORIZED OTHER ANTENNAE LOCATIONS TO PROCEED WITH ENCROACHMENT PERMITS, BY M/MAYOR PRO TEMPORE GILBERT, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

6.2 City Clerk

6.2.1 DESIGNATION OF VOTING DELEGATE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

THE CITY COUNCIL APPOINTED MAYOR BLOUNT AS THE VOTING DELEGATE AND APPOINTED COUNCIL MEMBER KOGERMAN AS THE VOTING ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

City Manager Channing reported that the City received the 2014 Golden Hub of Innovation Award from the Association of California Cities – Orange County.

6.4 Deputy City Manager/Community Services

6.4.1 2014 MEMORIAL DAY RACE POST EVENT REPORT AND A RESOLUTION AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE 3/5 MARINE SUPPORT COMMITTEE

THE CITY COUNCIL CONTINUED THIS ITEM TO THE AUGUST 26, 2014, CITY COUNCIL MEETING.

7.1 COUNCIL MEMBER KOGERMAN

7.1.1 ASIAN TIGER MOSQUITO AND THE THREAT OF CHIKUNGUNYA VIRUS

THE CITY COUNCIL CONTINUED THIS ITEM TO THE AUGUST 26, 2014, CITY COUNCIL MEETING.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 PUBLIC HEARING AND RECEIPT OF 2014 WEED ABATEMENT COST REPORT**

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

THE CITY COUNCIL RECEIVED AND FILED THE 2014 WEED ABATEMENT COST REPORT, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0.

PLANNING AGENCY CONTINUED

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, reconvened the Planning Agency meeting.

4.5.2 MASTER SIGN PROGRAM AMENDMENT (SDPA/MSP) NO. 5-14-2849, A REQUEST BY LA PAZ SHOPPING CENTER, L.P., TO MODIFY THE EXISTING MASTER SIGN PROGRAM FOR THE COURTYARD AT LA PAZ SHOPPING CENTER AT 25242-25292 MCINTYRE STREET IN THE COMMUNITY COMMERCIAL (CC) ZONE

THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2014-07-08-2, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING MASTER SIGN PROGRAM AMENDMENT (SDPA/MSP) NO. 5-14-2849, A REQUEST BY LA PAZ SHOPPING CENTER, L.P., TO MODIFY THE EXISTING MASTER SIGN PROGRAM FOR THE COURTYARD AT LA PAZ SHOPPING CENTER AT 25242-25292 MCINTYRE STREET IN THE COMMUNITY COMMERCIAL (CC) ZONE, BY M/AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER KOGERMAN.

APPROVED BY A VOTE OF 5-0.

PLANNING AGENCY ADJOURNMENT**8. CITY COUNCIL MEMBER COMMENTS****COUNCIL MEMBER KOGERMAN**

Council Member Kogerman thanked the City's Recreation staff for their hard work on this year's Fourth of July event, and she believed it was the best fireworks show in Orange County.

MAYOR PRO TEMPORE GILBERT

Mayor Pro Tempore Gilbert indicated the Fourth of July was a great event.

COUNCIL MEMBER CARRUTH

Council Member Carruth requested that staff bring back a report regarding the timely removal of graffiti on the storage shed maintained by Metro PCS.

COUNCIL MEMBER BRESSETTE

Council Member Bressette reported on the recent house fire on Sheriff Road.

Council Member Bressette presented a video on water safety.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Blount declared the meeting adjourned at 12:16 AM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

ANDREW BLOUNT, MAYOR

APPROVED AT MEETING OF _____

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL SPECIAL MEETING
MINUTES
AUGUST 20, 2014**

CALL TO ORDER

Mayor Blount called the Special Meeting of the City Council of the City of Laguna Hills, California, to order at 6:00 PM, in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Council Member Carruth

ROLL CALL OF CITY COUNCIL MEMBERS

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

Absent: Council Member Bressette

PUBLIC COMMENTS

There were no Public Comments.

**CANCELLATION OF 2014 GENERAL MUNICIPAL ELECTION AND
APPOINTMENT OF NOMINEES TO THE CITY COUNCIL**

THE CITY COUNCIL MADE A MOTION TO TAKE THE FOLLOWING ACTIONS: (1) ADOPTED RESOLUTION NO. 2014-08-20-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CANCELLING THE ELECTIONS AND PROVIDING FOR THE APPOINTMENT OF NOMINEES TO THE OFFICES OF THIS CITY THAT WERE TO BE ELECTED DURING THE GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 4, 2014; (2) DIRECTED THE CITY CLERK TO FORWARD A COPY OF THE RESOLUTION TO THE OC REGISTRAR OF VOTERS; AND (3) DIRECTED THE CITY CLERK TO REFUND TO THE NOMINEES THE DEPOSIT FOR THE CANDIDATE'S STATEMENTS, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE GILBERT.

APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Blount adjourned the meeting at 6:16 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

ANDREW BLOUNT, MAYOR

APPROVED AT MEETING OF _____



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: AUGUST 26, 2014
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED AUGUST 26, 2014.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$2,407,675.20.

SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

8-18-14

DATE

FISCAL IMPACT:

The warrant register total is \$2,407,675.20.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 08/26/14

Date: 08/18/2014

Time: 9:29 am

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807550	07/03/2014	Printed		M-1388	MOBILE MINI, INC.	Storage Rental Fee,6/24-7/21	83.16
8807551	07/03/2014	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	J. Miller, V# 2003176.002	160.00
8807552	07/03/2014	Printed		R-1890	REFUND, FACILITY RENTAL FEE	A. Ochoa, V# 2003180.002	50.00
8807553	07/03/2014	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	Valencia PTA, V# 2003173.002	500.00
8807554	07/03/2014	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	Robin Hood Mont., V#2003183.002	500.00
8807555	07/03/2014	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	J. Garcia, V# 2003178.002	490.00
8807556	07/03/2014	Printed		W-2422	WELLS FARGO FINANCIAL LEASING	Lease-Copier, CC, Aug '14	572.92
8807557	07/03/2014	Printed		S-2162	CARLSEN, SANDY	Mileage Reimb., Cty Clk, Apr-May	30.51
8807558	07/03/2014	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Parks, May '14	13,343.33
8807559	07/03/2014	Printed		M-1577	MONTANO, EDWARD	Refund, SDPA Fees, CR# 48153	425.00
8807560	07/03/2014	Printed		O-1603	O'CONNOR, KATE	Refund, SDPA Fees, CR# 47895	275.00
8807561	07/03/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, Traffic Control, May	1,645.35
8807562	07/03/2014	Printed		T-2691	THE FINANCIAL CENTER	Refund, C&D Deposit, CR# 44451	1,129.80
8807563	07/11/2014	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 06/8-06/21	3,504.00
8807564	07/11/2014	Printed		A-0104	AT&T	Fax Line, Admin Svcs, Jun '14	74.73
8807565	07/11/2014	Printed		A-0331	AT&T MOBILITY	Wireless Service, Jun '14	61.32
8807566	07/11/2014	Printed		A-0309	AT&T- CALNET 2	Ridge Route Signal, Jun '14	1,968.91
8807567	07/11/2014	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure Jun	27,879.78
8807568	07/11/2014	Printed		B-0423	BLOUNT, ANDREW	Travel Reimb., Jun '14	291.50
8807569	07/11/2014	Printed		B-0422	BLUEPRINT TECHNOLOGIES	Maint, Comm Sys, CC, Jun '14	220.00
8807570	07/11/2014	Printed		B-0411	BUCKNAM & ASSOCIATES, INC.	Update Pavement Mgmt System	575.00
8807571	07/11/2014	Printed		B-0364	BUREAU VERITAS NORTH AMERICA	Professional Svcs, CIP # 410	5,254.40
8807572	07/11/2014	Printed		C-0412	C&D ELECTRIC, INC.	Lighting Repairs, Parks, Jun	1,497.77
8807573	07/11/2014	Printed		C-1102	CALIFORNIA BUILDINGS	Building Standard Fund, Apr-Jun	458.10
8807574	07/11/2014	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, Jun	1,782.50
8807575	07/11/2014	Printed		C-1168	CAPITAL ONE COMMERCIAL	Program Supplies, CS, May '14	36.72
8807576	07/11/2014	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims Jun	1,520.64
8807577	07/11/2014	Printed		C-1022	CDW GOVERNMENT, INC.	Comp Hardware, Software	700.00
8807578	07/11/2014	Printed		C-1096	CODE PUBLISHING COMPANY, INC.	Municipal Code Update, Jun '14	91.80
8807579	07/11/2014	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Program Supplies, Jun '14	123.77
8807580	07/11/2014	Printed		C-0499	COX, CASTLE & NICHOLSON LLP	Legal Services, Feb '14	337.50
8807581	07/11/2014	Printed		D-0453	DEPARTMENT OF CONSERVATION	Remittance, SMIP Fee, Apr-Jun	511.05
8807582	07/11/2014	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Jun '14	23.69
8807583	07/11/2014	Printed		E-0554	ECONOMICS, INC.	Prof Svcs, Recycling Prog, Jun	3,377.67
8807584	07/11/2014	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs, Dancing	240.10
8807585	07/11/2014	Printed		E-0596	ENVIRONMENTAL CONSTRUCTION, INC	Progress Payment #7, CIP # 615	1,140.00
8807586	07/11/2014	Printed		F-0708	FARHADI, DORNA	Mileage Reimb., Adm ,Mar-Jun	8.48
8807587	07/11/2014	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Parks, Jun	1,026.00
8807588	07/11/2014	Printed		H-0954	HALL & FOREMAN, INC.	Prof Svcs, GIS Updates, May	12,390.00
8807589	07/11/2014	Printed		I-0960	IRV SEAVER MOTORCYCLES	Motorcycle Maint, PS, Jun '14	1,396.08
8807590	07/11/2014	Printed		J-1057	JAMEY CLARK, INC.	Graffiti Removal Parks, Jun	1,017.01
8807591	07/11/2014	Printed		J-1052	JAVED, HUMZA	Mileage Reimb., Pub Wks, Jun	49.72
8807592	07/11/2014	Printed		K-1193	KOSMONT COMPANIES	Professional Svcs, May '14	260.00
8807593	07/11/2014	Printed		C-1007	LAW ENFORCEMENT	Law Enf Srv 13/14 Cont Adj	8,200.00
8807594	07/11/2014	Printed		M-1515	MONACH, KIMBERLYN	Consultation, Public Art	780.00
8807595	07/11/2014	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Parks, Jun '14	30,603.79
8807596	07/11/2014	Printed		P-1815	PLAY-WELL TEKNOLOGIES	Cont Inst, Lego Building	3,136.00
8807597	07/11/2014	Printed		Q-1707	QUEST DIAGNOSTICS	Pre-employment Drug Testing,	18.87
8807598	07/11/2014	Printed		R-1830	RALPHS GROCERY COMPANY	Operatin Supplies, CS, Jun '14	434.24
8807599	07/11/2014	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenis, Jun-Jul	711.84
8807600	07/11/2014	Printed		R-1855	RICHARD FISHER ASSOCIATES	Professional Services, CIP#615	10,301.18

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Warrant Register 08/26/14

Date: 08/18/2014

Time: 9:29 am

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CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807601	07/11/2014	Printed		S-1957	SADDLEBACK VALLEY UNIFIED	Program Expense, Youth Sprts	288.00
8807602	07/11/2014	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, Jun '14	13,460.69
8807603	07/11/2014	Printed		S-2274	SERVICE MASTER AAA	BioHaz Clean Well Fargo/Macken	2,775.25
8807604	07/11/2014	Printed		S-1904	RESTORATION SOUTHERN CALIFORNIA	ST Lites, Traffic Control, Jun	1,050.29
8807605	07/11/2014	Printed		S-1980	EDISON STATE DEPARTMENT OF	Pre-employment Fingerprinting	32.00
8807606	07/11/2014	Printed		S-2201	JUSTICE SUNSET PROPERTY SERVICES	Street Sweeping, Jun '14	10,492.06
8807607	07/11/2014	Printed		S-2105	SYMQUEST SERVICES	Printer Repair, CC, Jun	584.20
8807608	07/11/2014	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Jun '14	1,902.65
8807609	07/11/2014	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Jun '14	697.52
8807610	07/11/2014	Printed		W-2419	WEUSTE, LINDA	Program Expense, 1/2 Marathon	75.00
8807611	07/11/2014	Printed		W-2377	WILLDAN	Profess Svcs, Eng, 05/26-06/27	225.00
8807612	07/11/2014	Printed		W-2389	WOLFE ENGINEERING & DESIGN	Professional Svcs, CIP # 101	4,600.00
8807613	07/11/2014	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Program Expense, CS, July 4th	830.26
8807614	07/11/2014	Printed		C-0023	COX COMMUNICATION	WiFi Svcs, CC, Jul '14	130.00
8807615	07/11/2014	Printed		F-0714	FIREWORKS & STAGE FX AMERICA,	Final Pmt, 4th of July Display	16,125.00
8807616	07/11/2014	Printed		F-0623	FUN SERVICES	Program Exp, 4th of July,	800.00
8807617	07/11/2014	Printed		G-0710	GOV'T FINANCE OFFICERS ASSN	Membership, DW,JR, 14-15	250.00
8807618	07/11/2014	Printed		M-1475	MUSCO SPORTS LIGHTING, LLC	Lighting Maint, Parks, Jul 14	1,600.00
8807619	07/11/2014	Printed		N-1474	NIEVES LANDSCAPE, INC.	Landscape Maintenance, Jul	74,238.05
8807620	07/11/2014	Printed		O-1546	OFFICE SOLUTIONS	Office Supplies, Jul '14	689.19
8807621	07/11/2014	Printed		C-0311	ORANGE COUNTY TREASURER	LH Share, LAFCO, FY 14/15	3,444.29
8807622	07/11/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, ComDev Fees, CR48488	541.20
8807623	07/11/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Encroach CR44402,44610	1,492.33
8807624	07/11/2014	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	S. Woolgar, V#.2003184.002	160.00
8807625	07/11/2014	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	J. Miller, V#2003188.002	160.00
8807626	07/11/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	S. Ali, V#.2003186.002	250.00
8807627	07/11/2014	Printed		S-1939	SECRETARY OF STATE	Domestic Filing Fee	20.00
8807628	07/11/2014	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Jul '14	877.94
8807629	07/11/2014	Printed		S-2216	SOUTH COAST WATERS	Fac Maint, Water Feature, Jul	475.00
8807630	07/11/2014	Printed		S-2259	STRAIGHT 78	Program Final Pmt, 4th of July	1,500.00
8807631	07/11/2014	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Jul '14	90.00
8807632	07/11/2014	Printed		T-2682	THE LIFE TRENDS GROUP,	Employee Training, Jul '14	1,013.36
8807633	07/11/2014	Printed		W-2420	WOMEN LEADING GOVERNMENT	Membership, MA, Adm	50.00
8807634	07/11/2014	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure Jun	436.72
8807635	07/17/2014	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc,06/22-07/05	1,051.20
8807636	07/17/2014	Printed		C-1060	CALIFORNIA OFFICE SYSTEMS	Copier Usage, City Hall, Jun	188.84
8807637	07/17/2014	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Jun '14	29.00
8807638	07/17/2014	Printed		F-0604	FEDERAL EXPRESS CORPORATION	Delivery Services, Jun '14	20.20
8807639	07/17/2014	Printed		F-0677	FIRST ADVANTAGE CORPORATION	Pre-Emp Drug Testing, May '14	14.64
8807640	07/17/2014	Printed		K-1162	KILEY COMPANY	Appraisal Services	4,500.00
8807641	07/17/2014	Printed		L-1367	LANDMARK CUSTOM LANDSCAPE	Refund, Pool Bond, CR# 45719	500.00
8807642	07/17/2014	Printed		C-1007	LAW ENFORCEMENT	Law Enf Srv 13/14 5K Sup Svc	17,561.00
8807643	07/17/2014	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Remit, Fire Fees Collected,Jun	8,514.00
8807644	07/17/2014	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, Jun '14	1,364.90
8807645	07/17/2014	Printed		R-1943	RAMIREZ, CHRISTINA	Mileage Reimb., Admin,Nov-Dec	4.02
8807646	07/17/2014	Printed		S-1907	SPRINT	Communication Expense, CS,Jun	108.13

8/26/2014 ITEM NO. 3.4

Check Register Report

Warrant Register 08/26/14

Date: 08/18/2014

Time: 9:29 am

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CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807647	07/17/2014	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Jun	181.00
8807648	07/17/2014	Printed		X-2400	XEROX CORPORATION	Copier Usage, Jun '14	2,374.29
8807649	07/17/2014	Printed		B-0377	BIG TOP RENTALS	Program Expense, 4th of July	3,463.62
8807650	07/17/2014	Printed		C-0412	C&D ELECTRIC, INC.	Program Expense, 4th of July	1,035.96
8807651	07/17/2014	Printed		C-0023	COX COMMUNICATION	T1 Line- Civic Center, Jul '14	449.00
8807652	07/17/2014	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans, Jul	109.43
8807653	07/17/2014	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, Jul '14	1,179.29
8807654	07/17/2014	Printed		L-1301	LA OPINION LIMITED PARTNERSHIP	Legal Advertising, 07/04/14	495.63
8807655	07/17/2014	Printed		L-1332	LABELS AND FOLDERS.COM	Office Supplies, City Clerk	93.94
8807656	07/17/2014	Printed		L-1205	LAUTZENHISER'S STATIONERY	Office Supplies, City Clk, Jul	267.22
8807657	07/17/2014	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Jul '14	594,028.67
8807658	07/17/2014	Printed		P-1804	PATROL ONE	Program Expense, 4th of July	125.00
8807659	07/17/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Fire Fees, CR# 48564	1,570.80
8807660	07/17/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Fire Fees, CR# 48568	1,350.80
8807661	07/17/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, C&D Deposit, CR# 48106	2,418.50
8807662	07/17/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Fire Fees, CR# 48594	1,350.80
8807663	07/17/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Plan Ch Fees, CR#48679	65.65
8807664	07/17/2014	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	D. Yusi, V# 2003204.002	160.00
8807665	07/17/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	One Stop Bindery,V#2003205.002	500.00
8807666	07/17/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	A. Hajimomen, V# 2003194.002	100.00
8807667	07/17/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	P. Worcester, V# 2003201.002	250.00
8807668	07/17/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	M. Block, V#2003202.002	250.00
8807669	07/17/2014	Printed		S-2212	SHARPS COMPLIANCE, INC.	Hazardous Waste Supplies, Jul	676.23
8807670	07/17/2014	Printed		S-2250	SPARKLETTS	Operating Supplies, CS, Jul '14	62.13
8807671	07/17/2014	Printed		S-2272	SUMMIT FINANCIAL RESOURCES,	Uniforms, Jul '14	186.42
8807672	07/21/2014	Printed		E-0585	EVERBANK COMMERCIAL FINANCE	Lease - Copier, City Hall, Jul	221.55
8807673	07/22/2014	Printed		S-1937	STATE CONTROLLER'S OFFICE	Audit Confirmation Fee,FY13/14	100.00
8807674	07/24/2014	Printed		A-0249	ALISO MEADOWS CONDOMINIUM ASN.	Pmt #1 13/14, Aliso Mead Rehab	51,840.00
8807675	07/24/2014	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Plan Chk, Bldg & Safety, Jun	13,638.73
8807676	07/24/2014	Printed		C-0023	COX COMMUNICATION	Signal System, Jun '14	179.00
8807677	07/24/2014	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, Jun	370.87
8807678	07/24/2014	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Parks, Jun '14	16,564.09
8807679	07/24/2014	Printed		H-0829	HARTZOG & CRABILL, INC.	Traffic Engineering, Jun '14	6,454.51
8807680	07/24/2014	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Parks, Jun '14	345.86
8807681	07/24/2014	Printed		J-1057	JAMEY CLARK, INC.	Graffiti Removal Parks, Jun	4,531.25
8807682	07/24/2014	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape, May	187.00
8807683	07/24/2014	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Jun '14	1,345.75
8807684	07/24/2014	Printed		R-1965	REVENUE & COST SPECIALISTS,LLC	Professional Fees, Jun '14	3,400.00
8807685	07/24/2014	Printed		C-1006	ROAD MAINTENANCE SERVICE	Road Maintenance, Jun '14	117,044.18
8807686	07/24/2014	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Parks, Jun '14	1,560.00
8807687	07/24/2014	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Comm Ctr, Jun	27,783.56
8807688	07/24/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, Traffic Control, Jun	9,642.85
8807689	07/24/2014	Printed		S-2016	SYSTEMS INTERNATIONAL	Seasonal Banners, Install	4,410.00
8807690	07/24/2014	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Jun	24,788.21
8807691	07/24/2014	Printed		A-0254	A. C. LANDSCAPE, INC.	Irrigation Repairs, Jul '14	1,067.49

Check Register Report

Warrant Register 08/26/14

Date: 08/18/2014

Time: 9:29 am

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CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807692	07/24/2014	Printed		A-0249	ALISO MEADOWS CONDOMINIUM ASN.	Pmt #2 13/14, Aliso Mead Rehab	15,120.00
8807693	07/24/2014	Printed		C-0412	C&D ELECTRIC, INC.	Lighting Repairs, Parks, Jul	2,013.27
8807694	07/24/2014	Printed		C-0333	CALIF PARK & REC SOCIETY, INC.	Membership, Rosenfield	475.00
8807695	07/24/2014	Printed		C-1096	CODE PUBLISHING COMPANY, INC.	Municipal Code Update, Jul '14	160.65
8807696	07/24/2014	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Jul '14	23.69
8807697	07/24/2014	Printed		H-0952	HYLAND SOFTWARE, INC.	SIRE Annual Maint 10/14-9/15	5,399.00
8807698	07/24/2014	Printed		J-1057	JAMEY CLARK, INC.	Graffiti Removal Parks, Jul	3,559.08
8807699	07/24/2014	Printed		J-1079	JENN-AIR	Annual Water Filter Jul '14	36.44
8807700	07/24/2014	Printed		O-1546	OFFICE SOLUTIONS	Office Supplies, Jul '14	181.56
8807701	07/24/2014	Printed		O-1500	ORANGE COUNTY REGISTER	Subscription, CH,7/21-10/21/14	263.95
8807702	07/24/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Grading Fees, CR#48115	860.17
8807703	07/24/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Grading Fees, CR#48049	542.67
8807704	07/24/2014	Printed		R-1855	RICHARD FISHER ASSOCIATES	Reimb,PI Check Landsc,Oakbrook	2,141.40
8807705	07/24/2014	Printed		S-2188	SCANNING SERVICE CORPORATION	Document Imaging Services, Jul	3,619.39
8807706	07/24/2014	Printed		S-2072	SECURE TECHNOLOGY INC.	Misc Repair, Parks, Jul '14	4,900.00
8807707	07/24/2014	Printed		S-1949	SMART & FINAL	Program Supplies, CS, Jul '14	333.03
8807708	07/24/2014	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Planting, Jul '14	30,989.00
8807709	07/28/2014	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure Jul	5,600.31
8807710	07/28/2014	Printed		B-0364	BUREAU VERITAS NORTH AMERICA	Prof Svcs, CIP179, 615, OnCall	11,495.00
8807711	07/28/2014	Printed		C-1096	CODE PUBLISHING COMPANY, INC.	Municipal Code Update, Jul '14	661.05
8807712	07/28/2014	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Office & Operating Supplies,	262.35
8807713	07/28/2014	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, Jul '14	1,352.13
8807714	07/28/2014	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, Aug	2,900.00
8807715	07/28/2014	Printed		O-1546	OFFICE SOLUTIONS	Operating Supplies, Jul '14	66.92
8807716	07/28/2014	Printed		P-1804	PATROL ONE	Program Expense, 4th of July	1,650.00
8807717	07/28/2014	Printed		R-1943	RAMIREZ, CHRISTINA	Mileage Reimb., Admin,May-Jun	7.85
8807718	07/28/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SDP Fees, CR#48190	3,100.00
8807719	07/28/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Pool Fees, CR#47316	500.00
8807720	07/28/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, C&D Deposit, CR# 48408	1,921.50
8807721	07/28/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, Traffic Control, Jul	1,180.49
8807722	07/28/2014	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Jul '14	2,194.17
8807723	07/31/2014	Printed		A-0277	ALICEA, MIA	Dance, Summer Session, CS	6,083.00
8807724	07/31/2014	Printed		A-0331	AT&T MOBILITY	Wireless Service, Jul '14	62.54
8807725	07/31/2014	Printed		A-0309	AT&T- CALNET 2	Alarm, CC, Apr '14	1,980.69
8807726	07/31/2014	Printed		C-0412	C&D ELECTRIC, INC.	4th of July Expense	746.06
8807727	07/31/2014	Printed		C-1052	C2 REPROGRAPHICS	Printing Services, City Clerk	248.63
8807728	07/31/2014	Printed		C-1159	CHANTARANGSU, DAVID	Travel Reimb., Com Dev, Jul	34.50
8807729	07/31/2014	Printed		C-0023	COX COMMUNICATION	WiFi Svcs, CC, Aug '14	130.00
8807730	07/31/2014	Printed		E-0587	EMC DESIGN	Prof Fees, Comb. Issue, Fall	3,570.00
8807731	07/31/2014	Printed		H-0934	HOME DEPOT	Program Supplies, CS, Jul	382.90
8807732	07/31/2014	Printed		J-1071	JCTEES.COM CORPORATION	Staff Uniforms	1,063.43
8807733	07/31/2014	Printed		C-1007	LAW ENFORCEMENT	Comm 800MHz Next Gen,14/15	6,343.00
8807734	07/31/2014	Printed		M-1388	MOBILE MINI, INC.	Storage Rental Fee,7/22-8/18	83.16
8807735	07/31/2014	Printed		O-1553	ORANGE COUNTY COUNCIL	Annual Dues, Fees FY14/15	4,826.30
8807736	07/31/2014	Printed		P-1824	PACKET FUSION, INC.	Phone System Upgrade	13,097.16
8807737	07/31/2014	Printed		P-1824	PACKET FUSION, INC.	Phone System Upgrade	7,145.93
8807738	07/31/2014	Printed		R-1830	RALPHS GROCERY COMPANY	Program Supplies, CS, Jul '14	242.49
8807739	07/31/2014	Printed		M-1578	RONALD MUNSON	Mileage Reimbursement	9.04
8807740	07/31/2014	Printed		S-2037	SADDLEBACK FAMILY &URGENT CARE	Pre-employ Phys, May-Jun 14	290.00
8807741	07/31/2014	Printed		T-2015	TARGET STORES	Program Supplies, CS, Jul '14	84.19

Check Register Report

Warrant Register 08/26/14

Date: 08/18/2014

Time: 9:29 am

Page: 5

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807742	07/31/2014	Printed		U-2164	UNITED SITE SERVICES OF CA.	Program Expense, 4th of July	540.00
8807743	08/12/2014	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure Jul	4,455.81
8807744	08/14/2014	Printed		A-0254	A. C. LANDSCAPE, INC.	Irrigation Repairs, Aug '14	1,675.85
8807745	08/14/2014	Printed		A-0130	AAA AWARDS & MONOGRAMMING	Operating Supplies, Pol Svcs,	125.82
8807746	08/14/2014	Printed		A-0328	ALBERT, SOPHI	Contract Inst Svcs, Piano	262.50
8807747	08/14/2014	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Professional Services, Jul '14	6,460.00
8807748	08/14/2014	Printed		A-0358	ARDO, KARL	Contract Inst Svcs, Fitness Cl	210.00
8807749	08/14/2014	Printed		A-0342	ART TO GROW ON CHILDREN'S	Contract Inst Svcs, Art Class	630.00
8807750	08/14/2014	Printed		B-0332	BRAME, MARILYN	Contract Inst Svcs, Drawing	294.00
8807751	08/14/2014	Printed		C-0412	C&D ELECTRIC, INC.	Lighting Repairs, Parks, Aug	6,538.13
8807752	08/14/2014	Printed		C-1052	C2 REPROGRAPHICS	Printing Services, Engineering	991.14
8807753	08/14/2014	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, Jul	1,433.50
8807754	08/14/2014	Printed		C-1174	CARTEGRAPH	Hosting Fees, Request Ptr, Jun	500.00
8807755	08/14/2014	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Plan Chk, Bldg & Safety, Jul	16,593.65
8807756	08/14/2014	Printed		C-1127	COAST 2 COAST COACHING	Soccer Camp, Summer, CS	2,503.20
8807757	08/14/2014	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Office Supplies, CS Jul	721.61
8807758	08/14/2014	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Jul '14	4,667.75
8807759	08/14/2014	Printed		C-0363	COUNTY CLERK-RECORDER	Recording Fee, Encroach Agree	30.00
8807760	08/14/2014	Printed		C-0023	COX COMMUNICATION	Signal System, Jul '14	309.00
8807761	08/14/2014	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Jul '14	29.00
8807762	08/14/2014	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Jul '14	55.00
8807763	08/14/2014	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Jul '14	10.40
8807764	08/14/2014	Printed		E-0554	ECONOMICS, INC.	Prof Svcs, Recycling Prog, Jul	9,140.11
8807765	08/14/2014	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs, Aikido	374.50
8807766	08/14/2014	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs, Dancing	1,764.00
8807767	08/14/2014	Printed		G-0791	GORMAN, RON	Contract Inst Svcs, Guitar	315.00
8807768	08/14/2014	Printed		H-0944	HEART OF GOLD FOUNDATION, INC.	Contract Inst Svcs, Cooking	136.50
8807769	08/14/2014	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Professional Svcs, CIP # 101	3,045.00
8807770	08/14/2014	Printed		I-0960	IRV SEAVER MOTORCYCLES	Motorcycle Maint, PS, Jul '14	1,691.67
8807771	08/14/2014	Printed		J-1057	JAMEY CLARK, INC.	Park Repairs, Aug '14	3,893.10
8807772	08/14/2014	Printed		J-1052	JAVED, HUMZA	Mileage Reimb., Pub Wks, Jul	12.43
8807773	08/14/2014	Printed		J-1071	JCTEES.COM CORPORATION	Staff Uniforms, CS, Aug '14	903.80
8807774	08/14/2014	Printed		K-1126	KNIGHT, LORNA ANGELA	Contract Inst Svcs, Yoga	2,184.00
8807775	08/14/2014	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Aug '14	596,529.67
8807776	08/14/2014	Printed		L-1356	LINDY OFFICE PRODUCTS	Operating Supplies, Jul '14	61.18
8807777	08/14/2014	Printed		L-1368	LONG, AURORA	Contract Inst Svcs, Theatre	2,184.00
8807778	08/14/2014	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	1,360.80
8807779	08/14/2014	Printed		M-1579	MEADE, SEAN	Umpire Fee, Softball, Jul '14	90.00
8807780	08/14/2014	Printed		M-1513	MEEHAN, DANIEL	Petty Cash Replenish, Jul-Aug	220.50
8807781	08/14/2014	Printed		M-1567	MOIR, CASEY	Build-A-Fort Director Svcs	3,800.00
8807782	08/14/2014	Printed		M-1396	MONOGRAM MAGIC	Uniforms, Police Svcs, Jul '14	246.15
8807783	08/14/2014	Printed		M-1532	MOSS, LEVY & HARTZHEIM LLP	Partial Audit Fee 13/14	10,000.00
8807784	08/14/2014	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Parks, Jul '14	24,538.22
8807785	08/14/2014	Printed		M-1491	MYERS, JOHN	Contract Inst Svcs, Tennis	364.00
8807786	08/14/2014	Printed		N-1474	NIEVES LANDSCAPE, INC.	Landscape Maintenance, Aug	74,513.05
8807787	08/15/2014	Void	08/15/2014			Void Check	0.00
8807788	08/14/2014	Printed		O-1546	OFFICE SOLUTIONS	Office Supplies, Aug '14	639.98
8807789	08/14/2014	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Remit, Fire Fees Collected, Jul	7,858.00
8807790	08/14/2014	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, Jul '14	153.45
8807791	08/14/2014	Printed		P-1755	P. W. GILLIBRAND CO., INC.	Professional Fees, CIP # 238	19,537.41
8807792	08/14/2014	Printed		P-1798	PIXELPUSHERS, INC.	Annual Maint, 7/1/14-6/30/15	4,110.00
8807793	08/14/2014	Printed		P-1815	PLAY-WELL TEKNOLOGIES	Contract Inst Svcs, Lego's	1,372.00
8807794	08/14/2014	Printed		P-1779	PUBLIC STORAGE	Storage Unit, Pub Wks, 9/14-8/15	4,548.00
8807795	08/14/2014	Printed		Q-1704	QUICK CRETE PRODUCTS CORP.	Waste Container and Supplies	638.29

Check Register Report

Warrant Register 08/26/14

Date: 08/18/2014

Time: 9:29 am

Page: 6

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807796	08/14/2014	Printed		R-1881	R.E.S.S.	Flag Replacement, Com Center	259.20
8807797	08/14/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SDPA Fees, CR#48087	275.00
8807798	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	J. Origel, V#2003203.002	500.00
8807799	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	F. Vasquez, V#2003217.002	500.00
8807800	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Cornerstone, V#2003216.002	500.00
8807801	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	M. Munoz, V#2003220.002	500.00
8807802	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	B. De La Torre, V#2003222.002	500.00
8807803	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	L. Orque, V#2003223.002	250.00
8807804	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	A. Brose, V#2003224.002	500.00
8807805	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Ketterman, V#2003227.002	250.00
8807806	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	M. De La Rosa, V#2003228.002	370.00
8807807	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Western Yth, V#2003229.002	500.00
8807808	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	D. Vizcara, V#2003230.002	348.75
8807809	08/14/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	G. Bahena, V#2003233.002	500.00
8807810	08/14/2014	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Parks, Jul '14	1,560.00
8807811	08/14/2014	Printed		S-1957	SADDLEBACK VALLEY UNIFIED	Lighting, LHHS Ballfield, 13/14	5,847.46
8807812	08/14/2014	Printed		S-2108	SALISBURY, ELENA	Contract Inst Svcs, Music	588.00
8807813	08/14/2014	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, Jul '14	13,460.69
8807814	08/14/2014	Printed		S-2260	SHEUERMAN, DEVANN	Mileage Reimb., CS, 8/13-8/14	24.86
8807815	08/14/2014	Printed		S-2018	SKYHAWK ACADEMY	Sports Camp, Summer, CS	3,672.20
8807816	08/14/2014	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Aug '14	577.94
8807817	08/14/2014	Printed		S-2216	SOUTH COAST WATERS	Fac Maint, Water Feature, Aug	475.00
8807818	08/14/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, Traffic Control, Jul	11,147.58
8807819	08/14/2014	Printed		S-2250	SPARKLETTS	Operating Supplies, CS, Jul'14	62.10
8807820	08/14/2014	Printed		S-2220	SPORTS FIELD SERVICES	Professional Svcs, CIP # 238	69,540.00
8807821	08/14/2014	Printed		S-1907	SPRINT	Communication Expense, CS, Jul	106.02
8807822	08/14/2014	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	679.00
8807823	08/14/2014	Printed		S-1980	STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting	96.00
8807824	08/14/2014	Printed		T-2042	TRAUMA INTERVENTION PROGRAMS	Community Program, TIP, Jul-Sep	910.32
8807825	08/14/2014	Printed		U-2163	USA DANCE, INC.	Contract Inst Svcs, Dancing	63.00
8807826	08/14/2014	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Jul '14	696.25
8807827	08/14/2014	Printed		W-2437	WALSH, TEA	Mileage Reimbursement, Jul-Aug	44.07
8807828	08/14/2014	Printed		W-2366	WATKINS, CHRIS	Umpire Fees, Adult Softball, CS	180.00
8807829	08/14/2014	Printed		W-2422	WELLS FARGO FINANCIAL LEASING	Lease-Copier, CC, Sept '14	572.92
8807830	08/14/2014	Printed		W-2379	WEST COAST TURF	Professional Svcs, CIP # 238	57,478.50
8807831	08/14/2014	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Jul	181.00
8807832	08/14/2014	Printed		W-2377	WILLDAN	Professional Svcs, CIP # 101	43,162.50
8807833	08/14/2014	Printed		X-2400	XEROX CORPORATION	Copier Usage, Jul '14	962.14

Total Checks: 284

Checks Total (excluding void checks): 2,407,675.20

Total Payments: 284

Bank Total (excluding void checks): 2,407,675.20

Total Payments: 284

Grand Total (excluding void checks): 2,407,675.20

8/26/2014 ITEM NO. 3.4



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

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 NO LONGER RETAIN CERTAIN CITY RECORDS AND DOCUMENTS WITH A DISPOSAL DATE OF AUGUST 27, 2014, PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA."

SUMMARY:

In accordance with the City's Records Retention/Disposition Schedule, adopted on December 12, 1995, and amended on September 28, 1999, October 14, 2003, and November 14, 2006, City records are ready for disposal. The City Attorney has reviewed Exhibit "A" to the Resolution listing the files to be disposed of and approved the list of records. Department Heads have also reviewed the records listed and have consented to their disposal.

The records listed on Exhibit "A" to the proposed Resolution meet the requirements for disposal. They are more than two years old, do not affect the title to real property or liens thereon, are not court records, are not required to be kept further by a statute, and are no longer required by the City.

Authority to dispose of these records is requested as provided for by Government Code Section 34090 of the State of California.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO NO LONGER RETAIN CERTAIN CITY RECORDS AND DOCUMENTS WITH A DISPOSAL DATE OF AUGUST 27, 2014, PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

WHEREAS, Section 34090 of the Government Code of the State of California provides for the destruction 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, in the opinion of the department heads concerned, the City Clerk, and the City Attorney, the records and documents referred to in Exhibit "A" attached are no longer required, are of a classification qualifying for destruction, and are more than two years old.

WHEREAS, the City Attorney has consented to the destruction of such documents and records.

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

SECTION 1. The City Council finds that there is good cause to approve the destruction of the identified records as set forth in Exhibit "A."

SECTION 2. The City Clerk is hereby authorized and directed to cause the destruction of those items listed in the Exhibit "A" attached.

PASSED, APPROVED, AND ADOPTED this 26th day of August 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2014-08- adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 26th day of August 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

Records Retention Management

Exhibit "A"
Page 1 of 23

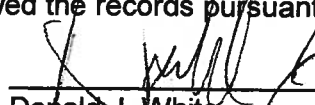
I hereby certify that: the records set forth on the attached list are more than two years old, do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the legislative 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.


David Chantarangsu
Community Development Director

8.5.14
Date

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


Donald J. White
Assistant City Manager

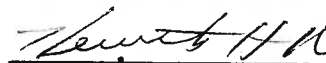
7/21/14
Date

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


David Reynolds
Deputy City Manager

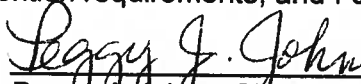
8/5/14
Date

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


Kenneth H. Rosenfield
Public Services Director

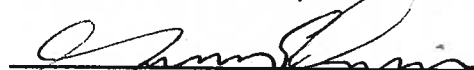
7/21/2014
Date

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.


Peggy J. Johns, City Clerk

7/22/2014
Date

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


Gregory E. Simonian, City Attorney

8/19/14
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. 2014-08-26- at a regular meeting of the City Council held in Laguna Hills, California, on August 26, 2014, and that by said Resolution, the department head or designee was authorized to dispose of the records.

City Clerk/Deputy City Clerk

Date

I hereby certify that, pursuant to the foregoing authority, the records pursuant to the attached list were disposed on August 27, 2014.

City Clerk/Deputy City Clerk

Date

Laguna Hills City Clerk

Destroy Date From 8/27/2014 To 8/27/2014
Orig. Dept: ALL

Barcode	File No.	Destroy Date	Orig. Dep	First Line	Second Line	Third Line	Current Location
900010438	0110-40	8/27/2014	SER	DEPARTMENTAL REPORTS	COMMUNITY SERVICES	2009 PARK QUALITY CONTROL CHECKLIST/REPORTS	DESTROY
900009433	0110-40	8/27/2014	SER	DEPARTMENTAL REPORTS	COMMUNITY SERVICES DEPARTMENT	2009	DESTROY
900009261	0110-40	8/27/2014	SER	DEPARTMENTAL REPORTS	COMMUNITY SERVICES DEPARTMENT CITY COUNCIL STAFF REPORTS	2005 - 2008	DESTROY
900009658	0110-40	8/27/2014	SER	DEPARTMENTAL REPORTS	COMMUNITY SERVICES DEPARTMENT CITY COUNCIL STAFF REPORTS	2009-2010	DESTROY
900003868	0110-75	8/27/2014	CC	WORK/VACATION SCHEDULES	2005-2007	9/80 WORK SCHEDULE	DESTROY
900006144	0120-05	8/27/2014	PUB	BOARDS/COMMISSIONS/COMMITTEES	CAPITAL IMPROVEMENT PROGRAM BUDGET	2007-09	DESTROY
900009434	0120-20	8/27/2014	SER	PARKS & RECREATION COMMISSION	AGENDAS	2009	DESTROY
034746	0120-20	8/27/2014	CC	PARKS & RECREATION COMMISSION	APPLICATIONS, UNSUCCESSFUL	2004-01-05	DESTROY
900001662	0120-20	8/27/2014	CC	PARKS & RECREATION COMMISSION	APPLICATIONS, UNSUCCESSFUL	2005-01-03	DESTROY
900004000	0120-20	8/27/2014	CC	PARKS & RECREATION COMMISSION	APPLICATIONS, UNSUCCESSFUL	2006-01-03	DESTROY
900006093	0120-20	8/27/2014	CC	PARKS & RECREATION COMMISSION	APPLICATIONS, UNSUCCESSFUL	2007-01-02	DESTROY
900007578	0120-30	8/27/2014	PUB	TRAFFIC COMMISSION	AGENDAS	2008	DESTROY
034747	0120-30	8/27/2014	CC	TRAFFIC COMMISSION	APPLICATIONS, UNSUCCESSFUL	2004-01-05	DESTROY
900001660	0120-30	8/27/2014	CC	TRAFFIC COMMISSION	APPLICATIONS, UNSUCCESSFUL	2005-01-03	DESTROY
900003999	0120-30	8/27/2014	CC	TRAFFIC COMMISSION	APPLICATIONS, UNSUCCESSFUL	2006-01-03	DESTROY
900006094	0120-30	8/27/2014	CC	TRAFFIC COMMISSION	APPLICATIONS, UNSUCCESSFUL	2007-01-02	DESTROY
900013899	0120-30	8/27/2014	PUB	TRAFFIC COMMISSION	COMMISSIONER VACANCIES		DESTROY

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Barcode	File No.	Destroy Date	Orig. Dep	First Line	Second Line	Third Line	Current Location
900004283	0120-40	8/27/2014	CC	COMMITTEES, GENERAL	CIVIC CENTER MANAGEMENT COMMITTEE	AGENDAS 2006	DESTROY
900006180	0120-40	8/27/2014	CC	COMMITTEES, GENERAL	CIVIC CENTER MANAGEMENT COMMITTEE	AGENDAS 2007	DESTROY
900007652	0120-40	8/27/2014	CC	COMMITTEES, GENERAL	CIVIC CENTER MANAGEMENT COMMITTEE	AGENDAS 2008	DESTROY
900004461	0130-10	8/27/2014	CC	CIVIC GROUPS	SADDLEBACK MEMORIAL FOUNDATION	HALF MARATHON AND 5K 2006 - 2008	DESTROY
900004305	0130-60	8/27/2014	CC	NON-PROFIT GROUPS	OC HUMAN RELATIONS COUNCIL	2006-2008	DESTROY
900005331	0140-10	8/27/2014	CC	LEAGUE OF CALIFORNIA CITIES	2006-2008		DESTROY
900003338	0140-10	8/27/2014	CC	LEAGUE OF CALIFORNIA CITIES	INSTITUTE FOR LOCAL SELF GOVERNMENT	2005-2008	DESTROY
900005891	0140-10	8/27/2014	CC	LEAGUE OF CALIFORNIA CITIES	WESTERN CITY MAGAZINE	2007	DESTROY
900007655	0140-10	8/27/2014	CC	LEAGUE OF CALIFORNIA CITIES	WESTERN CITY MAGAZINE	2008	DESTROY
900009358	0140-10	8/27/2014	CC	LEAGUE OF CALIFORNIA CITIES	WESTERN CITY MAGAZINE	2009	DESTROY
900003723	0140-15	8/27/2014	CC	ORANGE COUNTY LOCC	2005-2007		DESTROY
900009636	0140-15	8/27/2014	CC	ORANGE COUNTY LOCC	DIVISION UPDATE NEWSLETTER	2008-2009	DESTROY
900004556	0140-30	8/27/2014	CC	PROFESSIONAL GROUPS	CA CITY MGMT FOUNDATION	2006 - 2008	DESTROY
900005893	0140-30	8/27/2014	CC	PROFESSIONAL GROUPS	IIMC	2007 NEWS DIGEST	DESTROY
900007656	0140-30	8/27/2014	CC	PROFESSIONAL GROUPS	IIMC	2008 NEWS DIGEST	DESTROY
900006110	0150-20	8/27/2014	CC	ORANGE COUNTY AGENCIES	BOARD OF SUPERVISORS	2007	DESTROY
900008751	0150-20	8/27/2014	PUB	ORANGE COUNTY AGENCIES	OCTA - COMMUTER BIKEWAYS STRATEGIC PLAN	2008	DESTROY

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900001430	0150-20	8/27/2014	CC	ORANGE COUNTY AGENCIES	REGISTRAR OF VOTERS	ELECTIONS ADVISORY COMMITTEE 2004-2006	DESTROY
900008931	0150-30	8/27/2014	PUB	STATE AGENCIES	CALTRANS	2008	DESTROY
900008281	0150-40	8/27/2014	CC	FEDERAL AGENCIES	AMERICAN LEGION AWARDS	2008	DESTROY
033387	0150-40	8/27/2014	ADM	FEDERAL AGENCIES	EL TORO MARINE CORPS AIR STATION	2003 BASE REUSE ETRPA	DESTROY
033388	0150-40	8/27/2014	ADM	FEDERAL AGENCIES	EL TORO MARINE CORPS AIR STATION	2003 BASE REUSE GENERAL	DESTROY
033386	0150-40	8/27/2014	ADM	FEDERAL AGENCIES	EL TORO MARINE CORPS AIR STATION	2003 BASE REUSE NEWSPAPER A RTS	DESTROY
900002596	0150-95	8/27/2014	CC	TRANSPORTATION CORRIDOR AGENCY	2005 - 2006		DESTROY
900005243	0160-05	8/27/2014	CC	PUBLIC RELATIONS AND INFORMATION	MEDIA LIST	2006-2008	DESTROY
900000427	0160-65	8/27/2014	CC	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUEST	2004 AP 620 39 101	DESTROY
900004203	0160-65	8/27/2014	CC	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2006	DESTROY
900005900	0160-65	8/27/2014	CC	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2007	DESTROY
900007657	0160-65	8/27/2014	CC	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2008	DESTROY
900005478	0170-05	8/27/2014	CC	RECORDS MANAGEMENT	AUDIT IMAGED PERM FILES	2006-2008	DESTROY
900000972	0170-35	8/27/2014	CC	FILING SYSTEM PROCEDURES	2004		DESTROY
900005911	0180-05	8/27/2014	CC	RISK MANAGEMENT	BEST'S REVIEW MAGAZINE	2007	DESTROY
900007669	0180-05	8/27/2014	CC	RISK MANAGEMENT	BEST'S REVIEW MAGAZINE	2008	DESTROY
900009370	0180-05	8/27/2014	CC	RISK MANAGEMENT	BEST'S REVIEW MAGAZINE	2009	DESTROY
900001232	0180-05	8/27/2014	CC	RISK MANAGEMENT	POTENTIAL CLAIMS	2003-2005	DESTROY
900005765	0180-05	8/27/2014	CC	RISK MANAGEMENT	POTENTIAL CLAIMS	2006-2008	DESTROY

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900003997	0180-15	8/27/2014	CC	CLAIMS AGAINST CITY	KNOWLES, JADE, AWWNA, AND JOHN	C0513	DESTROY
900005385	0180-15	8/27/2014	CC	CLAIMS AGAINST CITY	ODETTE, JEROME	C0609	DESTROY
900005384	0180-15	8/27/2014	CC	CLAIMS AGAINST CITY	ODETTE, TERRI	C0608	DESTROY
900005913	0240-50	8/27/2014	CC	WEED ABATEMENT/CONTROL	2007		DESTROY
900007670	0240-50	8/27/2014	CC	WEED ABATEMENT/CONTROL	2008		DESTROY
900008157	0240-50	8/27/2014	PUB	WEED ABATEMENT/CONTROL	WEED ABATEMENT	GENERAL 2008	DESTROY
900007178	0260-30	8/27/2014	CC	CRIMINAL JUSTICE	CRIMINAL VIOLATIONS	2007-2009	DESTROY
900003623	0260-60	8/27/2014	CC	SPECIAL PROGRAMS	CITIZENS' OPTION FOR PUBLIC SAFETY	COPS PROGRAM FOR FY 2005/2006 2006/2007	DESTROY
900010456	0260-60	8/27/2014	CC	SPECIAL PROGRAMS	ORANGE COUNTY SHERIFF'S	FALSE ALARM PROGRAM 2009	DESTROY
900003365	0270-05	8/27/2014	CC	PUBLIC WELFARE	MESSAGE ESTABLISHMENTS	2004-2006	DESTROY
900006459	0270-05	8/27/2014	CC	PUBLIC WELFARE	MESSAGE ESTABLISHMENTS	2007-2009	DESTROY
900001985	0270-30	8/27/2014	CC	ALCOHOL/SUBSTANCE USE/ABUSE	SMOKING ORDINANCE	2004-2008	DESTROY
900008237	0270-30	8/27/2014	CC	ALCOHOL/SUBSTANCE USE/ABUSE	SOCIAL HOST UNDERAGE DRINKING	2008-2009	DESTROY
035411	0300-17	8/27/2014	ADM	BENEFITS-VENDORS	CALPERS	FY2003-2004	DESTROY
035412	0300-17	8/27/2014	ADM	BENEFITS-VENDORS	NORTHWESTERN MUTUAL LIFE	FY2003-2004	DESTROY
035409	0300-17	8/27/2014	ADM	BENEFITS-VENDORS	PACIFICARE DENTAL	FY2003-2004	DESTROY
035408	0300-17	8/27/2014	ADM	BENEFITS-VENDORS	PACIFICARE HEALTH	FY2003-2004	DESTROY
035405	0300-17	8/27/2014	ADM	BENEFITS-VENDORS	REASSURE AMERICA LIFE INSURANCE	FY2003-2004	DESTROY
035404	0300-17	8/27/2014	ADM	BENEFITS-VENDORS	STANDARD INSURANCE COMPANY	FY2003-2004	DESTROY

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035407	0300-17	8/27/2014	ADM	BENEFITS-VENDORS	STATE COMPENSATION INSUR FUND	FY2003-2004	DESTROY
035406	0300-17	8/27/2014	ADM	BENEFITS-VENDORS	VISION SERVICE PLAN VSP	FY2003-2004	DESTROY
900007016	0300-30	8/27/2014	FIN	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2006-2007 1ST QUARTER	DESTROY
900007017	0300-30	8/27/2014	FIN	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2006-2007 2ND QUARTER	DESTROY
900007018	0300-30	8/27/2014	FIN	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2006-2007 3RD QUARTER	DESTROY
900007019	0300-30	8/27/2014	FIN	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2006-2007 4TH QUARTER	DESTROY
900006196	0300-30	8/27/2014	FIN	WARRANT/CHECK REGISTERS	CHECK SIGNING RECORD	FY2006-2007	DESTROY
900003245	0300-30	8/27/2014	CC	WARRANT/CHECK REGISTERS	WARRANT LISTING	FY2005-2006	DESTROY
900005311	0300-30	8/27/2014	CC	WARRANT/CHECK REGISTERS	WARRANT LISTING	FY2006-2007	DESTROY
034064	0300-40	8/27/2014	ADM	FINANCIAL REPORTS	TREASURER'S MANAGEMENT REPORT	2003-2004	DESTROY
900009816	0310-30	8/27/2014	ADM	AUDIT PREPARATION FILES	RFP- AUDIT SERVICES	2004-INTERVIEW PANEL INFORMATION	DESTROY
900003488	0320-30	8/27/2014	FIN	BANK STATEMENTS AND RECONCILIATIONS	CASH HHW	FY2003-2004	DESTROY
900003485	0320-30	8/27/2014	FIN	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY2003-2004 1ST & 2ND QUARTERS	DESTROY
900003484	0320-30	8/27/2014	FIN	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY2003-2004 3RD & 4TH QUARTERS	DESTROY
900003490	0320-30	8/27/2014	FIN	BANK STATEMENTS AND RECONCILIATIONS	CASH PARKING	FY2003-2004	DESTROY
900003481	0320-30	8/27/2014	FIN	BANK STATEMENTS AND RECONCILIATIONS	CASH PAYROLL ACCOUNT	FY2003-2004	DESTROY
035426	0320-40	8/27/2014	ADM	ISSUED CHECKS	CASHED CHECKS, GENERAL	BANK OF AMERICA 24000-24999	DESTROY
035522	0320-40	8/27/2014	ADM	ISSUED CHECKS	CASHED CHECKS, GENERAL	BANK OF AMERICA 25000-25999	DESTROY

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900000488	0320-40	8/27/2014	FIN	ISSUED CHECKS	CASHED CHECKS, GENERAL	BANK OF AMERICA 26000-26999	DESTROY
035427	0320-40	8/27/2014	ADM	ISSUED CHECKS	CASHED CHECKS, PAYROLL	BANK OF AMERICA 13000-13999	DESTROY
035521	0320-40	8/27/2014	ADM	ISSUED CHECKS	CASHED CHECKS, PAYROLL	BANK OF AMERICA 14000-14999	DESTROY
035523	0320-40	8/27/2014	ADM	ISSUED CHECKS	NUMERIC	25161-25660	DESTROY
900000098	0320-40	8/27/2014	ADM	ISSUED CHECKS	NUMERIC	25661-26160	DESTROY
900000433	0320-40	8/27/2014	FIN	ISSUED CHECKS	NUMERIC	26161-26660	DESTROY
900000717	0320-40	8/27/2014	FIN	ISSUED CHECKS	NUMERIC	26661-27160	DESTROY
900001526	0320-40	8/27/2014	FIN	ISSUED CHECKS	NUMERIC	27161-27660	DESTROY
035520	0320-40	8/27/2014	ADM	ISSUED CHECKS	PAYROLL	14141-14640	DESTROY
900000431	0320-40	8/27/2014	FIN	ISSUED CHECKS	PAYROLL	14641-15140	DESTROY
900001299	0320-40	8/27/2014	FIN	ISSUED CHECKS	PAYROLL	15141-15640	DESTROY
900007404	0320-43	8/27/2014	ADM	DEPOSIT SLIPS	BANK OF AMERICA	7/7/03-7/2/04	DESTROY
900003494	0320-49	8/27/2014	FIN	ARMORED TRANSPORT RECEIPTS	BANK OF AMERICA	2003-2004	DESTROY
900003437	0330-10	8/27/2014	CC	DEPARTMENTAL BUDGET REQUESTS	CITY CLERK'S DEPARTMENT	FY2004-2005	DESTROY
900009601	0330-10	8/27/2014	CC	DEPARTMENTAL BUDGET REQUESTS	CITY CLERK'S DEPARTMENT	FY2004-2005 ACCOUNT TRACKING	DESTROY
900008917	0330-10	8/27/2014	CC	DEPARTMENTAL BUDGET REQUESTS	CITY CLERK'S DEPARTMENT	FY2005-2006 ACCOUNT TRACKING	DESTROY
900008918	0330-10	8/27/2014	CC	DEPARTMENTAL BUDGET REQUESTS	CITY CLERK'S DEPARTMENT	FY2006-2007 ACCOUNT TRACKING	DESTROY
034421	0330-10	8/27/2014	SER	DEPARTMENTAL BUDGET REQUESTS	COMMUNITY SERVICES	2003-2007	DESTROY
900005390	0330-15	8/27/2014	CC	BUDGET AMENDMENTS	FY 2006-2007	CAPITAL IMPROVEMENT PLAN	DESTROY
900005916	0350-05	8/27/2014	CC	CITY TREASURER/INVESTMENT S	INVESTMENT & PORTFOLIO POLICIES	2007-2009	DESTROY

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900003538	0360-30	8/27/2014	FIN	TIME SHEETS	PROCESSED TIMECARDS	2005 JAN-JUN	DESTROY
900004020	0360-30	8/27/2014	FIN	TIME SHEETS	PROCESSED TIMECARDS	2005 JUL-DEC	DESTROY
900005388	0370-38	8/27/2014	CC	REJECTED BIDS	ALISO CREEK SOUNDWALL	I-5 @ ALISO CREEK, CIP NO. 328	DESTROY
900007104	0370-38	8/27/2014	CC	REJECTED BIDS	ALISO HILLS DRIVE SLOPE	RENOVATION PROJECT CIP 316	DESTROY
900008232	0370-38	8/27/2014	CC	REJECTED BIDS	ARTERIAL HIGHWAY REHABILITATION	CIP NO. 101-F	DESTROY
900007101	0370-38	8/27/2014	CC	REJECTED BIDS	BECKENHAM PARK RENOVATION PROJECT	CIP NO. 229	DESTROY
900007865	0370-38	8/27/2014	CC	REJECTED BIDS	CABOT ROAD REHABILITATION	CIP NO. 161	DESTROY
900006367	0370-38	8/27/2014	CC	REJECTED BIDS	CITYWIDE STREET MAINTENANCE	CIP NO. 101-E	DESTROY
900007921	0370-38	8/27/2014	CC	REJECTED BIDS	CITYWIDE WAYFINDING SIGN PROGRAM	CIP NO. 329	DESTROY
900007920	0370-38	8/27/2014	CC	REJECTED BIDS	EL CONEJO PARK LANDSCAPE	CIP NO. 409	DESTROY
900009115	0370-38	8/27/2014	CC	REJECTED BIDS	EL TORO STREETSCAPE/MEDIAN IMPRV	2008-10-23	DESTROY
900005806	0370-38	8/27/2014	CC	REJECTED BIDS	KNOTTY PINE AND MACKENZIE PARKS	PLAYGROUND AREAS RENOVATION	DESTROY
900008704	0370-38	8/27/2014	CC	REJECTED BIDS	OSO PARKWAY LANDSCAPE IMPROVEMENTS	2008-08-07	DESTROY
032349	0370-60	8/27/2014	CC	VENDOR LISTS/BROCHURES	MUNICIPAL CODE		DESTROY
900005077	0370-60	8/27/2014	CC	VENDOR LISTS/BROCHURES	OFFICE ORGANIZATION		DESTROY
900009221	0370-60	8/27/2014	PUB	VENDOR LISTS/BROCHURES	PUBLIC SERVICES	2008	DESTROY
900003556	0370-60	8/27/2014	CC	VENDOR LISTS/BROCHURES	REPROGRAPHICS	2005-2007	DESTROY

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900000437	0370-65	8/27/2014	CC	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	CIVIC CENTER FURNISHINGS	2004/03/26	DESTROY
900010306	0370-65	8/27/2014	CC	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	LANDSCAPE MAINTENANCE	2009-04-22	DESTROY
900008829	0370-65	8/27/2014	CC	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	ON-CALL CIVIL ENGINEERING/MGMT SVCS	2008-05-15 V001	DESTROY
900008830	0370-65	8/27/2014	CC	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	ON-CALL CIVIL ENGINEERING/MGMT SVCS	2008-05-15 V002	DESTROY
900009122	0370-65	8/27/2014	CC	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	RECREATION FACILITIES NEEDS ASSESSMENT	2008	DESTROY
900000721	0370-65	8/27/2014	CC	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	RELOCATION SERVICES FOR CITY OFFICES	MOVE / MOVING CITY HALL	DESTROY
900002621	0370-65	8/27/2014	CC	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	SOLID WASTE SERVICES	2005	DESTROY
900008554	0370-65	8/27/2014	CC	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	STREET SWEEPING SERVICES	2008-06-11	DESTROY
900008620	0370-65	8/27/2014	CC	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	WEED ABATEMENT	2007-05-04	DESTROY
900003989	0370-65	8/27/2014	CC	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	WORKERS' COMPENSATION CLAIMS ADMIN	2005	DESTROY
900009414	0390-15	8/27/2014	FIN	ACCOUNTS RECEIVABLE	SALES TAX-SBOE LOCAL REVENUE ALLOCATION DATA 07/15/2003 - 07/14/2004		DESTROY
900005339	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2006-2007 1ST QTR DRAWER 02	DESTROY
900005727	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2006-2007 2ND QTR DRAWER 02	DESTROY
900006086	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2006-2007 3RD QTR DRAWER 02	DESTROY

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900006432	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2006-2007 4TH QTR DRAWER 02	DESTROY
900007165	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2006-2007 AUGUST THRU JUNE CASH DRAWER 3	DESTROY
900007090	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2006-2007 YEAR-END	DESTROY
900007166	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS REPORT	AGENCY PAYMENT REPORT AUGUST 2006 THRU JUNE 2007 CASH DRAWER 03	DESTROY
900006682	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 APR CASH DRAWER 02	DESTROY
900006681	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 APR CASH DRAWER 03	DESTROY
900005599	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 AUG CASH DRAWER 02	DESTROY
900005600	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 AUG CASH DRAWER 03	DESTROY
900005948	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 DEC CASH DRAWER 02	DESTROY
900005949	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 DEC CASH DRAWER 03	DESTROY
900006361	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 FEB CASH DRAWER 02	DESTROY
900006362	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 FEB CASH DRAWER 03	DESTROY
900006360	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 JAN CASH DRAWER 02	DESTROY
900006359	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 JAN CASH DRAWER 03	DESTROY
900005598	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 JUL CASH DRAWER 02	DESTROY
900005597	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 JUL CASH DRAWER 03	DESTROY
900006685	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 JUNE CASH DRAWER 02	DESTROY

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900006686	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 JUNE CASH DRAWER 03	DESTROY
900006364	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 MAR CASH DRAWER 02	DESTROY
900006363	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 MAR CASH DRAWER 03	DESTROY
900006684	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 MAY CASH DRAWER 02	DESTROY
900006683	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 MAY CASH DRAWER 03	DESTROY
900005947	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 NOV CASH DRAWER 02	DESTROY
900005946	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 NOV CASH DRAWER 03	DESTROY
900005944	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 OCT CASH DRAWER 02	DESTROY
900005945	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 OCT CASH DRAWER 03	DESTROY
900005602	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 SEP CASH DRAWER 02	DESTROY
900005601	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2006-2007 SEP CASH DRAWER 03	DESTROY
900005340	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2006-2007 1ST QTR CITY HALL	DESTROY
900005341	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2006-2007 1ST QTR COMM CTR	DESTROY
900005723	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2006-2007 2ND QTR CITY HALL	DESTROY
900006084	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2006-2007 3RD QTR CITY HALL	DESTROY
900006430	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2006-2007 4TH QTR CITY HALL	DESTROY
900005342	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2006-2007 1ST QTR DRAWER 02	DESTROY
900005725	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2006-2007 2ND QTR DRAWER 02	DESTROY

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900006085	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2006-2007 3RD QTR DRAWER 02	DESTROY
900006431	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2006-2007 4TH QTR DRAWER 02	DESTROY
900007168	0390-60	8/27/2014	FIN	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2006-2007 AUGUST 2006 THRU JUNE 2007	DESTROY
900005127	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	ACCOUNTS RECEIVABLE	FY2006-2007	DESTROY
900007066	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	ACTIVE NETWORK REC FEES 12003	FY2006-2007	DESTROY
900007059	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	ADMIN SUPPLIES 10562	FY2006-2007	DESTROY
900004605	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 APRIL	DESTROY
900003632	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 AUGUST	DESTROY
900004003	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 DECEMBER	DESTROY
900004405	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 FEBRUARY	DESTROY
900004136	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 JANUARY	DESTROY
900003341	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 JULY	DESTROY
900005186	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 JUNE	DESTROY
900004505	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 MARCH	DESTROY
900004735	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 MAY	DESTROY
900003923	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 NOVEMBER	DESTROY
900003794	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 OCTOBER	DESTROY
900003787	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2005-2006 SEPTEMBER	DESTROY
900006549	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 APRIL	DESTROY
900005607	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 AUGUST	DESTROY
900005972	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 DECEMBER	DESTROY
900006221	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 FEBRUARY	DESTROY
900006087	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 JANUARY	DESTROY

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900005338	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 JULY	DESTROY
900006689	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 JUNE	DESTROY
900006429	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 MARCH	DESTROY
900006664	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 MAY	DESTROY
900005851	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 NOVEMBER	DESTROY
900005728	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 OCTOBER	DESTROY
900005631	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	BUILDING PERMITS	FY2006-2007 SEPTEMBER	DESTROY
900005182	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	C & D DEPOSITS	FY2005-2006	DESTROY
900005126	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	C & D DEPOSITS	FY2006-2007	DESTROY
900005125	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	COURT FINES	FY2006-2007	DESTROY
900005094	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	DELQ TAX SALE TEETER PLAN	FY2006-2007	DESTROY
900005124	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	DUE FROM OTHER GOVS 152	FY2006-2007	DESTROY
900005123	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	DUE TO OTHER FUNDS 00250	FY2006-2007	DESTROY
900005122	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	ENGINEERING FEES	FY2006-2007	DESTROY
900005121	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	ENGINEERING TRUST ACCOUNTS	FY2006-2007	DESTROY
900006550	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 APRIL	DESTROY
900005608	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 AUGUST	DESTROY
900005974	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 DECEMBER	DESTROY
900006219	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 FEBRUARY	DESTROY
900006088	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 JANUARY	DESTROY
900005336	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 JULY	DESTROY
900006688	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 JUNE	DESTROY
900006427	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 MARCH	DESTROY

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900006665	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 MAY	DESTROY
900005849	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 NOVEMBER	DESTROY
900005730	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 OCTOBER	DESTROY
900005632	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2006-2007 SEPTEMBER	DESTROY
900005120	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FIRE FEES	FY2006-2007	DESTROY
900005096	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FRANCHISE FEE CABLE	FY2006-2007	DESTROY
900005095	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FRANCHISE FEE SDG&E	FY2006-2007	DESTROY
900005082	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FRANCHISE FEE WASTE 434	FY2006-2007	DESTROY
900007054	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	FRANCHISE FEE-SO CAL GAS 43300	FY2006-2007	DESTROY
900007051	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	IN-LIEU SALES TAX 41001	FY2006-2007	DESTROY
900007050	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	INTEREST ON UNAPPORT TAXES 40330	FY2006-2007	DESTROY
900005119	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	INTEREST RECEIVABLE 125	FY2006-2007	DESTROY
900007060	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	INVEST CDS	FY2006-2007	DESTROY
900005118	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	MAPS & PUBLICATIONS 455	FY2006-2007	DESTROY
900007065	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	MEETING EXPENSE 61200	FY2006-2007	DESTROY
900007058	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	MISC REV CANDIDATE FILING 45908	FY2006-2007	DESTROY
900005117	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	MISCELLANEOUS REVENUE 459	FY2006-2007	DESTROY
900005079	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	MOTOR VEHICLE IN LIEU 413	FY2006-2007	DESTROY
900005115	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	NSF CHECKS	FY2006-2007	DESTROY
900005113	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PLANNING DEPOSITS	FY2006-2007	DESTROY
900005112	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PLANNING FEES	FY2006-2007	DESTROY
900007064	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	POSTAGE REIMB 10565	FY2006-2007	DESTROY

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900007061	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PREPAID EXPEND 00140	FY2006-2007	DESTROY
900007049	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PROPERTY TAX MISC 40210	FY2006-2007	DESTROY
900005111	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PROPERTY TAX SECURED CURRENT	FY2006-2007	DESTROY
900005088	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PROPERTY TAX SECURED HOMEOWNER 40010	FY2006-2007	DESTROY
900005089	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PROPERTY TAX SECURED PRIOR YEAR	FY2006-2007	DESTROY
900005097	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PROPERTY TAX SECURED PRIOR YEAR PENALTY PAID	FY2006-2007	DESTROY
900005100	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PROPERTY TAX SECURED PUBLIC UTILITY	FY2006-2007	DESTROY
900005099	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PROPERTY TAX SECURED SUPP ROLL	FY2006-2007	DESTROY
900005098	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	PROPERTY TAX UNSECURED CURRENT	FY2006-2007	DESTROY
900005101	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	REAL PROPERTY TRANSFER TAX	FY2006-2007	DESTROY
900007055	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	REC EXPEND OFFSET 45905	FY2006-2007	DESTROY
900007063	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	REC PROP DAMAGES 45903	FY2006-2007	DESTROY
900004004	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2005-2006 DECEMBER	DESTROY
900004403	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2005-2006 FEBRUARY	DESTROY
900004137	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2005-2006 JANUARY	DESTROY
900003340	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2005-2006 JULY	DESTROY
900005185	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2005-2006 JUNE	DESTROY
900004507	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2005-2006 MARCH	DESTROY
900004737	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2005-2006 MAY	DESTROY
900003922	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2005-2006 NOVEMBER	DESTROY

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900003793	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2005-2006 OCTOBER	DESTROY
900003792	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2005-2006 SEPTEMBER	DESTROY
900006551	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 APRIL	DESTROY
900005609	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 AUGUST	DESTROY
900005973	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 DECEMBER	DESTROY
900006220	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 FEBRUARY	DESTROY
900005337	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 JULY	DESTROY
900006687	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 JUNE	DESTROY
900006428	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 MARCH	DESTROY
900006666	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 MAY	DESTROY
900005850	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 NOVEMBER	DESTROY
900005729	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 OCTOBER	DESTROY
900005633	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 SEPTEMBER	DESTROY
900006089	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2006-2007 JANUARY	DESTROY
900005146	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECYCLING REVENUE 436	FY2005-2006	DESTROY
900005083	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RECYCLING REVENUE 436	FY2006-2007	DESTROY
900005147	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RENTAL FEES 45501	FY2005-2006	DESTROY
900005084	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RENTAL FEES 45501	FY2006-2007	DESTROY
900005148	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RENTAL FEES 45502	FY2005-2006	DESTROY
900005086	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	RENTAL FEES 45502	FY2006-2007	DESTROY
900007056	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	SAAV 46200	FY2006-2007	DESTROY
900005153	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	SALES & USE TAX	FY2005-2006	DESTROY
900005091	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	SALES & USE TAX	FY2006-2007	DESTROY
900005151	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	SEC PY PENALTIES	FY2005-2006	DESTROY

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900007053	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	SPEC STATE SUBVENTION 41600	FY2006-2007	DESTROY
900005167	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	SWIMMING POOL BONDS	FY2005-2006	DESTROY
900005102	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	SWIMMING POOL BONDS	FY2006-2007	DESTROY
900005143	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	TAXES RECVBLE 00110	FY2005-2006	DESTROY
900005080	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	TAXES RECVBLE 00110	FY2006-2007	DESTROY
900007067	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	TIMBER YIELD TAX-STATE 40700	FY2006-2007	DESTROY
900007057	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	TRAFFIC PERMIT 44303	FY2006-2007	DESTROY
900005345	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	TRAFFIC/PARKING PERMITS 44303	FY2005-2006	DESTROY
900005149	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	VEHICLE CODE FINES	FY2005-2006	DESTROY
900005087	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	VEHICLE CODE FINES	FY2006-2007	DESTROY
900007052	0390-65	8/27/2014	FIN	RECEIPTS, GENERAL	VLF SWAP 41301	FY2006-2007	DESTROY
900008804	0400-05	8/27/2014	PUB	AGREEMENTS/CONTRACT S	ON-CALL CIVIL ENGINEERING	2008	DESTROY
900008803	0400-05	8/27/2014	PUB	AGREEMENTS/CONTRACT S	RICHARD FISHER ASSOCIATES	2008	DESTROY
900005919	0410-10	8/27/2014	CC	AGENDAS	2007	2007	DESTROY
900007671	0410-10	8/27/2014	CC	AGENDAS	2008	2008	DESTROY
900005920	0410-10	8/27/2014	CC	AGENDAS	ACTION AGENDA	2007	DESTROY
900007672	0410-10	8/27/2014	CC	AGENDAS	ACTION AGENDA	2008	DESTROY
900005921	0410-10	8/27/2014	CC	AGENDAS	AGENDA APPROVAL FORMS	2007	DESTROY
900007673	0410-10	8/27/2014	CC	AGENDAS	AGENDA APPROVAL FORMS	2008	DESTROY
900005922	0410-10	8/27/2014	CC	AGENDAS	SUBSCRIPTIONS	2007	DESTROY
900007674	0410-10	8/27/2014	CC	AGENDAS	SUBSCRIPTIONS	2008	DESTROY
900009378	0410-10	8/27/2014	CC	AGENDAS	SUBSCRIPTIONS	2009	DESTROY

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900005923	0410-10	8/27/2014	CC	AGENDAS	TO DO LIST	2007	DESTROY
900007675	0410-10	8/27/2014	CC	AGENDAS	TO DO LIST	2008	DESTROY
900005924	0410-13	8/27/2014	CC	REQUESTS TO SPEAK	2007		DESTROY
900007676	0410-13	8/27/2014	CC	REQUESTS TO SPEAK	2008		DESTROY
900009492	0410-13	8/27/2014	CC	REQUESTS TO SPEAK	2009		DESTROY
900005925	0410-30	8/27/2014	CC	COUNCIL MEMBER AS CITY REP	2007-2008		DESTROY
900007630	0410-37	8/27/2014	CC	MEETING SCHEDULES/NOTICES	2007		DESTROY
900007678	0410-37	8/27/2014	CC	MEETING SCHEDULES/NOTICES	2008		DESTROY
900009380	0410-37	8/27/2014	CC	MEETING SCHEDULES/NOTICES	2009		DESTROY
900005927	0410-37	8/27/2014	CC	MEETING SCHEDULES/NOTICES	CITY COUNCIL DEADLINES	2007	DESTROY
900007897	0410-47	8/27/2014	SER	WORKSHOPS	CSHAC JOINT CITY COUNCIL MEETING	2008	DESTROY
900010516	0410-47	8/27/2014	SER	WORKSHOPS	CSHAC JOINT CITY COUNCIL MEETING	2009	DESTROY
036052	0410-65	8/27/2014	CC	PROCLAMATIONS	CERTIFICATES PRESENTED BY CITY	2004	DESTROY
900001833	0410-65	8/27/2014	CC	PROCLAMATIONS	CERTIFICATES PRESENTED BY CITY	2005	DESTROY
900004194	0410-65	8/27/2014	CC	PROCLAMATIONS	CERTIFICATES PRESENTED BY CITY	2006	DESTROY
900005930	0410-65	8/27/2014	CC	PROCLAMATIONS	CERTIFICATES PRESENTED BY CITY	2007	DESTROY
900007680	0410-65	8/27/2014	CC	PROCLAMATIONS	CERTIFICATES PRESENTED BY CITY	2008	DESTROY
900003919	0410-65	8/27/2014	CC	PROCLAMATIONS	CONDOLENCES	2005 - 2006	DESTROY
900005929	0410-65	8/27/2014	CC	PROCLAMATIONS	CONDOLENCES	2007 - 2009	DESTROY
900001832	0410-65	8/27/2014	CC	PROCLAMATIONS	PRESENTATIONS TO THE CITY	2005	DESTROY

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Orig. Dept: ALL

Barcode	File No.	Destroy Date	Orig. Dep	First Line	Second Line	Third Line	Current Location
900004195	0410-65	8/27/2014	CC	PROCLAMATIONS	PRESENTATIONS TO THE CITY	2006	DESTROY
900007681	0410-65	8/27/2014	CC	PROCLAMATIONS	PRESENTATIONS TO THE CITY	2008	DESTROY
900009383	0410-65	8/27/2014	CC	PROCLAMATIONS	PRESENTATIONS TO THE CITY	2009	DESTROY
036050	0410-65	8/27/2014	CC	PROCLAMATIONS	PROCLAMATIONS PRESENTED BY CITY	2004	DESTROY
900001831	0410-65	8/27/2014	CC	PROCLAMATIONS	PROCLAMATIONS PRESENTED BY CITY	2005	DESTROY
900004196	0410-65	8/27/2014	CC	PROCLAMATIONS	PROCLAMATIONS PRESENTED BY CITY	2006	DESTROY
900005932	0410-65	8/27/2014	CC	PROCLAMATIONS	PROCLAMATIONS PRESENTED BY CITY	2007	DESTROY
900007705	0410-65	8/27/2014	CC	PROCLAMATIONS	PROCLAMATIONS PRESENTED BY CITY	2008	DESTROY
900009384	0410-65	8/27/2014	CC	PROCLAMATIONS	PROCLAMATIONS PRESENTED BY CITY	2009	DESTROY
900002826	0420-20	8/27/2014	CC	ANNEXATIONS, GENERAL	2005-2007		DESTROY
900007770	0430-30	8/27/2014	ADM	STATE/FEDERAL ELECTIONS	2008-02-05		DESTROY
900008120	0430-30	8/27/2014	ADM	STATE/FEDERAL ELECTIONS	2008-11-04		DESTROY
900001109	0430-45	8/27/2014	CC	CAMPAIGN STATEMENTS CORRESPONDENCE	2004-2006		DESTROY
900004164	0470-20	8/27/2014	CC	CIVIL CASE FILES, CITY	DE LA CUESTA REVOCABLE INTER-VIVOS TRUST	CENTRAL OCSC CASE NO. 05CC08243	DESTROY
900003134	0520-10	8/27/2014	ADM	COMPENSATION PLANS	SURVEYS	2005-2006	DESTROY
900003536	0550-35	8/27/2014	ADM	JOB INTEREST	REJECTION	2005-2006	DESTROY
900007979	0550-40	8/27/2014	ADM	RECRUITMENT RECORDS	ADMINISTRATIVE ASSISTANT COMM SERVICES	2008	DESTROY
900008682	0550-40	8/27/2014	ADM	RECRUITMENT RECORDS	ADMINISTRATIVE ASSISTANT COMM SERVICES	VOL I 2008	DESTROY

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 Orig. Dept: ALL

Barcode	File No.	Destroy Date	Orig. Dep	First Line	Second Line	Third Line	Current Location
900008683	0550-40	8/27/2014	ADM	RECRUITMENT RECORDS	ADMINISTRATIVE ASSISTANT COMM SERVICES	VOL II 2008	DESTROY
900008368	0550-40	8/27/2014	ADM	RECRUITMENT RECORDS	ADMINISTRATIVE ASSISTANT PUBLIC SERVICES	2008	DESTROY
900007199	0550-40	8/27/2014	ADM	RECRUITMENT RECORDS	DEPUTY CITY CLERK	2007	DESTROY
900008108	0550-40	8/27/2014	ADM	RECRUITMENT RECORDS	MANAGEMENT ANALYST-CITY MGR	2008	DESTROY
900009034	0550-40	8/27/2014	ADM	RECRUITMENT RECORDS	RECEPTIONIST/SECRETARY ADMIN	2008	DESTROY
900007980	0550-40	8/27/2014	ADM	RECRUITMENT RECORDS	SENIOR LEADER	2008	DESTROY
900004595	0600-60	8/27/2014	CC	DEVELOPMENT OUTSIDE CITY LIMITS	CITY OF IRVINE		DESTROY
900011481	0610-60	8/27/2014	COMM	TEMPORARY USE PERMITS	GENERAL	2008	DESTROY
900013617	0610-60	8/27/2014	COMM	TEMPORARY USE PERMITS	GENERAL	2009	DESTROY
900006126	0660-05	8/27/2014	ADM	REDEVELOPMENT PROGRAM	2006-2008		DESTROY
900011480	0680-20	8/27/2014	COMM	TEMPORARY SIGN PERMITS	GENERAL	2008	DESTROY
900013618	0680-20	8/27/2014	COMM	TEMPORARY SIGN PERMITS	GENERAL	2009	DESTROY
900009439	0700-30	8/27/2014	SER	FACILITY USE PERMITS/INS BINDERS	2009 ART ROOM		DESTROY
900009566	0700-30	8/27/2014	SER	FACILITY USE PERMITS/INS BINDERS	2009 CLASSROOM		DESTROY
900009445	0700-30	8/27/2014	SER	FACILITY USE PERMITS/INS BINDERS	2009 HERITAGE ROOM JULY-DECEMBER	VOL2	DESTROY
900009443	0700-30	8/27/2014	SER	FACILITY USE PERMITS/INS BINDERS	2009 MEETING ROOMS ABC JANUARY-JUNE 2009	V003	DESTROY
900009442	0700-30	8/27/2014	SER	FACILITY USE PERMITS/INS BINDERS	2009 MEETING ROOMS ABC JULY-DECEMBER 2009	V003	DESTROY

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Barcode	File No.	Destroy Date	Orig. Dep	First Line	Second Line	Third Line	Current Location
900009438	0700-30	8/27/2014	SER	FACILITY USE PERMITS/INS BINDERS	2009 PHYSICAL ACTIVITY ROOM		DESTROY
900009437	0700-30	8/27/2014	SER	FACILITY USE PERMITS/INS BINDERS	ATHLETIC FACILITY PERMITS	2009	DESTROY
900000642	0700-30	8/27/2014	SER	FACILITY USE PERMITS/INS BINDERS	COMMUNITY CENTER ROOMS FY 2004-2005		DESTROY
900009436	0700-30	8/27/2014	SER	FACILITY USE PERMITS/INS BINDERS	PICNIC SHELTERS	2009	DESTROY
900004651	0700-50	8/27/2014	SER	ATHLETIC FIELDS	SOCCER WALL PROPOSED CHANGES	COMMUNITY CENTER	DESTROY
900008895	0710-20	8/27/2014	PUB	OPERATIONS AND MAINTENANCE	CITY HALL, GENERATOR	2008	DESTROY
900010601	0720-05	8/27/2014	SER	COMMUNITY CENTER	3/5 BATTALION INFORMATION/NEWSPAPER CLIPPINGS		DESTROY
900008000	0730-05	8/27/2014	PUB	PARKS AND OPEN SPACE	ARBOR DAY FOUNDATION	2008	DESTROY
900008259	0730-05	8/27/2014	PUB	PARKS AND OPEN SPACE	PARK SIGNS	2008	DESTROY
900008711	0730-05	8/27/2014	PUB	PARKS AND OPEN SPACE	SPECTRUM CARE	2008	DESTROY
900006078	0800-60	8/27/2014	BLDG	INSPECTION LOGS	2006 INSPECTION RUN SHEETS		DESTROY
900006079	0800-60	8/27/2014	BLDG	INSPECTION LOGS	2007 INSPECTION RUN SHEETS		DESTROY
900009440	0810-20	8/27/2014	PUB	TRANSPORTATION PERMITS	TRANSPORTATION PERMITS	2008	DESTROY
900005763	0820-18	8/27/2014	PUB	CIP CERTIFIED PAYROLL	ALLIANCE STREETWORKS, INC.	CIP NO. 155	DESTROY
900004010	0820-18	8/27/2014	PUB	CIP CERTIFIED PAYROLL	MOULTON PKWY INTERSECTION IMPROVEMENTS	CIP NO. 138	DESTROY
900006672	0840-20	8/27/2014	PUB	BUS SYSTEMS	GO LOCAL PROGRAM	2007-2008	DESTROY
900007577	0860-05	8/27/2014	PUB	TRAFFIC ENGINEERING	RADAR TRAILER SUMMARIES	2008	DESTROY
900006473	0860-05	8/27/2014	ADM	TRAFFIC ENGINEERING	TRAFFIC CONTROL DEVICES	2007-2008	DESTROY

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Barcode	File No.	Destroy Date	Orig. Dep	First Line	Second Line	Third Line	Current Location
900007139	0910-50	8/27/2014	ADM	SPECIAL EVENTS	FOURTH OF JULY	2007-2008	DESTROY
900009856	0910-50	8/27/2014	SER	SPECIAL EVENTS	FOURTH OF JULY	2009	DESTROY
900009857	0910-50	8/27/2014	SER	SPECIAL EVENTS	LAGUNA HILLS MEMORIAL HALF MARATHON & 5K	2009	DESTROY
900009348	0950-20	8/27/2014	ADM	ACTIVITIES/SPECIAL PROGRAMS	DISABILITY SERVICES	2008	DESTROY
900011219	0950-20	8/27/2014	SER	ACTIVITIES/SPECIAL PROGRAMS	FALL	2009	DESTROY
900008248	0950-20	8/27/2014	SER	ACTIVITIES/SPECIAL PROGRAMS	HALF MARATHON 5K		DESTROY
900009734	0950-20	8/27/2014	SER	ACTIVITIES/SPECIAL PROGRAMS	SPRING	2009	DESTROY
900009735	0950-20	8/27/2014	SER	ACTIVITIES/SPECIAL PROGRAMS	SUMMER	2009	DESTROY
900009733	0950-20	8/27/2014	SER	ACTIVITIES/SPECIAL PROGRAMS	WINTER	2009	DESTROY
900007126	0950-30	8/27/2014	SER	REGISTRATION FORMS	2007 FALL	A-L	DESTROY
900007127	0950-30	8/27/2014	SER	REGISTRATION FORMS	2007 FALL	M-Z	DESTROY
900007122	0950-30	8/27/2014	SER	REGISTRATION FORMS	2007 SPRING	A-L	DESTROY
900007123	0950-30	8/27/2014	SER	REGISTRATION FORMS	2007 SPRING	M-Z	DESTROY
900007124	0950-30	8/27/2014	SER	REGISTRATION FORMS	2007 SUMMER	A-L	DESTROY
900007125	0950-30	8/27/2014	SER	REGISTRATION FORMS	2007 SUMMER	M-Z	DESTROY
900006035	0950-30	8/27/2014	SER	REGISTRATION FORMS	2007 WINTER	A-L	DESTROY
900006036	0950-30	8/27/2014	SER	REGISTRATION FORMS	2007 WINTER	M-Z	DESTROY
900002340	0960-05	8/27/2014	ADM	LIBRARY SERVICES	2005-2008		DESTROY
900007237	1020-05	8/27/2014	PUB	TELEPHONE	AT&T PROJET LIGHTSPEED	2007	DESTROY
900005346	1060-05	8/27/2014	ADM	SOLID WASTE MANAGEMENT	NEWS ARTICLES	2006-2007	DESTROY
900009196	1060-05	8/27/2014	ADM	SOLID WASTE MANAGEMENT	NEWS ARTICLES	2008-2009	DESTROY

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Barcode	File No.	Destroy Date	Orig. Dep	First Line	Second Line	Third Line	Current Location
900014525	1060-35	8/27/2014	SER	FRANCHISE ADMINISTRATION	2006 MONTHLY MEETINGS WITH CR&R AND ECONOMICS		DESTROY
900003439	1060-35	8/27/2014	ADM	FRANCHISE ADMINISTRATION	CR&R RATE ADJUSTMENT	2005-07-01	DESTROY
900000224	1060-35	8/27/2014	ADM	FRANCHISE ADMINISTRATION	SOLAG/CR&R	FY2003-2005	DESTROY
034455	1060-50	8/27/2014	SER	HOUSEHOLD HAZARDOUS WASTE	BEVERAGE CONTAINER RECYCLE PROJE	2004-2006	DESTROY
900004771	1060-50	8/27/2014	ADM	HOUSEHOLD HAZARDOUS WASTE	USED OIL	BLOCK GRANT-11TH CYCLE	DESTROY

Record Count: 409



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PROGRESS PAYMENT NO. 7 FOR LA PAZ OPEN SPACE PROJECT, CIP NO. 615A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 7, IN THE NET AMOUNT OF \$1,140.00, TO ENVIRONMENTAL CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A.

SUMMARY:

Work on the La Paz Open Space Improvements, CIP No. 615A, began on November 18, 2013, and is being performed by Environmental Construction, Inc. Construction of the site was substantially completed in May 2014 and the project is in maintenance. Work performed in June includes the monthly maintenance of the site as a part of the one year maintenance period. The contractor has submitted the seventh progress payment request for approval.

BACKGROUND:

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

Progress Payment No. 7 – CIP No. 615A
Page 2
August 26, 2014

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
44	1 Year Maintenance Period	0.08	LS	\$ 15,000.00	\$ 1,200.00
Total To Date				\$1,095,308.28	
Less Prior Billing				<u>\$1,094,108.28</u>	
Total This Period				\$ 1,200.00	\$ 1,200.00
Less 5% Retention					<u>\$ (60.00)</u>
Due					\$ 1,140.00

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the La Paz Open Space Improvements, CIP No. 615A.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: PROGRESS PAYMENT NO. 1 FOR TURF RENOVATION LAGUNA HILLS
COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238B**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 1, IN THE NET AMOUNT OF \$69,540.00, TO SPORTS FIELD
SERVICES, FOR TURF RENOVATION LAGUNA HILLS COMMUNITY CENTER AND
SPORTS COMPLEX, CIP NO. 238B.**

SUMMARY:

Work on the Turf Renovation Laguna Hills Community Center and Sports Complex, CIP No. 238B, began on July 7, 2014, and is being performed by Sports Field Services. Work performed in July on the soccer fields included clearing and grubbing, excavation and grading, sand placement, sod placement, and fertilization. The baseball field infield was also renovated as a part of the project. The new turf is now in the maintenance phase and the turf will be ready for the start of the youth soccer season in September 2014. The contractor has submitted the first progress payment request for approval.

BACKGROUND:

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

Progress Payment No. 1
 CIP No. 238B
 Page 2
 August 26, 2014

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
1	Clearing and Grubbing	1	LS	\$ 22,930.00	\$ 22,930.00
2	Unclassified Ex/Rough Grade	1	LS	\$ 12,250.00	\$ 12,250.00
3	Place Sand/Grade	1	LS	\$ 15,630.00	\$ 15,630.00
4	Fertilization	1	LS	\$ 1,250.00	\$ 1,250.00
5	Place and Roll Sod	1	LS	\$ 10,880.00	\$ 10,880.00
6	Infield Renovation	1	LS	\$ 9,260.00	\$ 9,260.00
8	SWPPP	1	LS	\$ 1,000.00	<u>\$ 1,000.00</u>

Total To Date	\$ 73,200.00	
Less Prior Billing	<u>\$ 0.00</u>	
Total This Period	\$ 73,200.00	\$ 73,200.00
Less 5% Retention		<u>\$ (3,660.00)</u>
Due		\$ 69,540.00

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Turf Renovation Laguna Hills Community Center and Sports Complex, CIP No. 238B.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: AMENDMENT NO. 1 TO MASTER FUNDING AGREEMENT NO. C-1-2770
BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY
OF LAGUNA HILLS FOR M2 COMPREHENSIVE TRANSPORTATION
FUNDING PROGRAMS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1
TO MASTER FUNDING AGREEMENT NO. C-1-2770 BETWEEN ORANGE COUNTY
TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR M2
COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS AND AUTHORIZE
THE MAYOR TO SIGN THE AMENDMENT.

SUMMARY:

The City and the Orange County Transportation Authority (OCTA) previously entered into Master Funding Agreement No. C-1-2770 to establish authorities and procedures for the City's expenditure of Measure M-2 funding related to the Comprehensive Transportation Funding Programs (CTFP). Amendment No. 1 to the Agreement is proposed for approval to establish new responsibilities of the parties. In addition, due to an error, the numbering system for Amendments and for Letter Agreements to the Master Funding Agreement has been used inconsistently by OCTA and Amendment No. 1 corrects the numbering system. Approval of the Amendment No. 1 is recommended.

BACKGROUND:

The City and OCTA entered into Master Funding Agreement No. C-1-2770, attached, on September 13, 2011, for purposes of governing the access to, and expenditures of, Measure M-2 funding (the one-half cent sales tax measure) related to the CTFP. Measure M-2 funding is an integral part of the City's revenues for street maintenance funding and for transportation infrastructure capital improvement funding. Amendment No. 1 to the Agreement, attached, proposes to amend and establish new responsibilities of the parties.

In summary, Amendment No. 1 modifies the Agreement as follows:

- 1) Replaces a provision in “Article 3. RESPONSIBILITIES OF AUTHORITY” to authorize OCTA to “perform a technical or field review [of projects] to ensure that CTFP Guidelines were followed.”
- 2) Amends a provision of “Article 5. DELEGATED AUTHORITY” to clarify the staff level authority to implement the Agreement can rest with the OCTA Chief Executive Office “or his/her designee.”
- 3) Replaces a provision in “ARTICLE 6. AUDIT AND INSPECTION” to clarify the responsibility of the parties to “maintain a complete set of records” and to make the City’s records available for audit upon reasonable notice.
- 4) Amends “ARTICLE 8. ADDITIONAL PROVISIONS” to note the current contact personnel for administration of the Agreement.
- 5) Notes a correction to the numbering system for Amendments and Letter Agreements. The Agreement provides for, among other provisions, a procedure which authorizes staff to approve “Letter Agreements” to update frequently changing project lists and minor procedural clarifications to the Combined Transportation Funding Program (CTFP) Guidelines. To date, five Letter Agreements have been issued and approved by staff consisting of numbered Letter Agreement Nos. 1 through 4 and 6. Letter Agreement No. 5 was issued in error with an incorrect designation of “Amendment No. 5” to the Master Funding Agreement. OCTA has recognized the error in their numbering system. Amendment No. 1 makes note of the inconsistency and starts a new numbering system.

Staff has no objections to the content and provisions of Amendment No. 1 to Master Funding Agreement C-1-2770. OCTA has also issued to staff the Letter Agreement No. 7 which is attached to illustrate to the City Council the type of information contained in a typical Letter Agreement.

FISCAL IMPACT:

Approval of Amendment No. 1 to Master Funding Agreement No. C-1-2770 will maintain the City’s eligibility to receive Measure M-2 funding.

ATTACHMENTS:

- Master Funding Agreement No. C-1-2770
- Amendment No. 1 to Master Funding Agreement No. C-1-2770
- Letter Agreement No. 7 to Master Funding Agreement No. C-1-2770

1 **MASTER FUNDING AGREEMENT NO. C-1-2770**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **CITY OF LAGUNA HILLS**

6 **FOR**

7 **M2 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS**

8 **THIS AGREEMENT** is effective this 13TH day of SEPTEMBER 2011, by and
9 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
10 California 92863-1584, a public corporation of the State of California (hereinafter referred to as
11 "AUTHORITY"), and the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653, a municipal
12 corporation (hereinafter referred to as "AGENCY").

13 **RECITALS:**

14 **WHEREAS**, Voters approved Renewed Measure M (M2) on November 7, 2006; and

15 **WHEREAS**, Orange County Local Transportation Authority Ordinance No. 3 outlines the M2
16 Transportation Ordinance and Investment Plan to fund transportation facility and service improvement
17 programs for a period of thirty years commencing on April 1, 2011; and

18 **WHEREAS**, AUTHORITY and AGENCY agree that M2 funding is subject to AGENCY fulfilling
19 M2 eligibility requirements; and

20 **WHEREAS**, AUTHORITY's Board of Directors approved the Renewed Measure M Eligibility
21 Guidelines - Local Agency Preparation Manual on January 25, 2010 and subsequent amendments on
22 March 14, 2011 and April 11, 2011; and

23 **WHEREAS**, AUTHORITY's Board of Directors approved the Comprehensive Transportation
24 Funding Programs (CTFP) Guidelines on March 22, 2010; and

25 **WHEREAS**, AUTHORITY will periodically update the Renewed Measure M2 Eligibility
26 Guidelines - Local Agency Preparation Manual and the CTFP Guidelines whereby the most recent

1 update is incorporated herein by reference; and

2 **WHEREAS**, AUTHORITY has approved AGENCY's competitive project(s) (hereinafter referred
3 to as "PROJECT(s)") as specified in Attachment A "Projects List" to receive funding under the CTFP;
4 and

5 **WHEREAS**, AUTHORITY has determined that AGENCY's PROJECT(s) has met the
6 requirements of and is eligible under the CTFP Guidelines; and

7 **WHEREAS**, AGENCY's "Project List" may be amended to include new projects with each
8 competitive call for projects and will be incorporated by Letter Agreement (See Attachment B) executed
9 by both parties and incorporated herein; and

10 **WHEREAS**, the Letter Agreement may include additional requirements for PROJECT(s) funded
11 with sources other than M2 or Local Fair Share Net Revenues sources; and

12 **WHEREAS**, AUTHORITY and AGENCY agree that Local Fair Share Program Net Revenues
13 are distributed on a formula basis to eligible jurisdictions; and

14 **WHEREAS**, payment terms for this Master Funding Agreement will be in accordance with
15 Chapter 10 of the CTFP Guidelines; and

16 **WHEREAS**, this Master Funding Agreement defines the specific terms and conditions and
17 funding responsibilities between AUTHORITY and AGENCY for CTFP and Local Fair Share Program
18 Net Revenues; and

19 **WHEREAS**, AUTHORITY's Board of Directors approved this Master Funding Agreement on
20 June 27, 2011; and

21 **WHEREAS**, the AGENCY's City Council approved this Agreement on the 23rd day of
22 AUGUST 2011;

23 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and AGENCY as
24 follows:

25 **ARTICLE 1. COMPLETE AGREEMENT**

26 A. This Agreement, including any attachments incorporated herein and made applicable by

reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this agreement between AUTHORITY and AGENCY and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. AUTHORITY'S failure to insist on any instance(s) of AGENCY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and AGENCY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. AGENCY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AGENCY's right to such performance or to future performance of such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AGENCY except when specifically confirmed in writing by an authorized representative of AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of both AUTHORITY and AGENCY as they pertain to the subjects and projects addressed herein. Both AUTHORITY and AGENCY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements, including Letter Agreements, which may be required to facilitate purposes thereof.

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ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY agrees to the following responsibilities for funding of PROJECT(s):

A. AUTHORITY shall allocate M2 Net Revenues as specified in Ordinance No. 3 and pay AGENCY in accordance with the policies and procedures contained in the CTFP manual and AUTHORITY's Board of Directors approved PROJECT budgets.

B. AUTHORITY shall provide guidance and oversight of the M2, state and federal funds in compliance with M2 eligibility guidelines, CTFP Guidelines, state and federal funding requirements and allocation and reporting requirements.

C. Within thirty (30) days of receipt of an acceptable initial payment CTFP invoice and within sixty (60) days for an acceptable final payment invoice for eligible expenditures, AUTHORITY shall, in accordance with Chapter 10 of the CTFP Guidelines, remit to AGENCY the required reimbursement for applicable planning, environmental, engineering, right-of-way and construction activities.

D. AUTHORITY shall pay Net Revenues allocated for the Local Fair Share Program to eligible AGENCY within sixty (60) days of receipt by AUTHORITY.

E. AUTHORITY shall process any required Federal Transportation Improvement Program (FTIP) amendments, Subject to state and federal regulations and guidelines prepared by the Southern California Association of Governments.

F. At the request of AGENCY, AUTHORITY shall, in accordance with AUTHORITY specification and no cost to the AGENCY excluding installation and removal expenses, provide signage for all construction PROJECT(s) that are in excess of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and exceed a ninety (90) day construction schedule.

G. AUTHORITY, or agents of AUTHORITY, may upon close-out of each PROJECT(s) under this Agreement, perform an audit and or technical review to ensure that CTFP Guidelines policies and procedures were followed. Such audit shall be performed within one hundred and eighty (180) days of AUTHORITY receiving the final report for each PROJECT(s). If the audit or technical review

determines that any of the activities performed are ineligible for CTFP funding, AGENCY must return the amount of funding used to perform the ineligible activity to AUTHORITY in accordance with Article 4.G.

ARTICLE 4. RESPONSIBILITIES OF AGENCY

AGENCY agrees to the following responsibilities for PROJECT(s):

A. AGENCY or AGENCY's designee will act as the lead agency for all phases of the PROJECT(s) identified in Attachment A, approved for M2 funding.

B. AGENCY agrees that M2 funding is subject to AGENCY meeting all of the requirements outlined in the M2 Eligibility Guidelines and CTFP Guidelines.

C. AGENCY agrees to implement and complete PROJECT(s) funded under this Agreement in accordance with the CTFP Guidelines, M2 Eligibility requirements and application submitted to AUTHORITY.

D. AGENCY agrees to submit all PROJECT information to the Federal Transportation Improvement Program and OCFundTracker during semi-annual reviews and as requested by the AUTHORITY in accordance with the prescribed deadlines.

E. AGENCY agrees to obligate funds in the programmed year in accordance with the CTFP Guidelines and adhere to any additional requirements identified in any and all Letter Agreement(s) amended hereto.

F. AGENCY agrees to enter into and execute required Letter Agreement(s) for PROJECT(s) approved by the Board to define specific funding and reporting requirements.

G. AGENCY shall return funds expended on activities, other than those approved by the AUTHORITY's Board of Directors, within thirty (30) day's of AUTHORITY's written demand. Any AGENCY which uses funds for other than transportation purposes shall be deemed ineligible to receive funds for a period of five (5) years.

H. AGENCY agrees to dispose of any acquired right-of-way in excess of the required transportation use. Excess right-of-way must be identified at the time of initial payment submittal and

prior to the disposal process. Resolution of any issues regarding whether or not a right-of-way is excess to the transportation improvement will be by the mutual agreement of AUTHORITY and AGENCY. Excess land acquired with CTFP funds shall be sold by AGENCY in accordance with Government Code Sections 54220-54232 and proceeds from the sale shall be returned immediately to AUTHORITY.

I. AGENCY will comply with all federal, state and local laws and regulations, including the Renewed Measure M2 Eligibility Guidelines – Local Agency Preparation Manual and the CTFP Guidelines, which are incorporated herein by reference.

J. AGENCY shall install and remove signage for all competitively awarded construction PROJECT(s) that are in excess of \$500,000 and exceed a 90 day construction period in accordance with AUTHORITY specifications during construction period. AGENCY may request AUTHORITY furnished signage or it may choose to provide AGENCY furnished signage so long as said signage conforms to AUTHORITY specifications as follows: Signage shall include a Measure M2 logo that is a minimum of twelve inches (12") tall, an OCTA logo that is a minimum of three inches (3") tall (image files provided by OCTA upon request), verbiage stating "Street Improvements Funded by Measure M" in Myriad Pro, bold condensed font at two hundred and fifty six (256) pt. and "Your dollars at Work" in Myriad Pro, bold condensed font at one hundred and eighty (180) pt.

ARTICLE 5. DELEGATED AUTHORITY

The actions required to be taken by AGENCY in the implementation of this Agreement are delegated to its Director of Public Services, or his/her designee, and the actions required to be taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive Officer.

ARTICLE 6. AUDIT AND INSPECTION

AUTHORITY and AGENCY shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, AGENCY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books,

1 accounts, and other data and records of AGENCY for a period of four (4) years after final payment, or
2 completion of audit by the AUTHORITY, or after final payment of debt service where local fair share
3 revenues were pledged, whichever is longer. For purposes of audit, the date of completion of this
4 Agreement shall be the date of AUTHORITY's payment of AGENCY's final billing (so noted on the
5 invoice) under this Agreement. AUTHORITY shall have the right to reproduce any such books, records,
6 and accounts. The above provision with respect to audits shall extend to and/or be included in contracts
7 with AGENCY's contractor(s).

8 **ARTICLE 7. INDEMNIFICATION**

9 A. AGENCY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
10 employees and agents from and against any and all claims (including attorney's fees and reasonable
11 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's
12 compensation subrogation claims, damage to or loss of use of property alleged to be caused by the
13 negligent acts, omissions or willful misconduct by AGENCY, its officers, directors, employees or agents
14 in connection with or arising out of the performance of this Agreement.

15 B. AUTHORITY shall indemnify, defend and hold harmless AGENCY, its officers, directors,
16 employees and agents from and against any and all claims (including attorney's fees and reasonable
17 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's
18 compensation subrogation claims, damage to or loss of use of property alleged to be caused by the
19 negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees or
20 agents in connection with or arising out of the performance of this Agreement.

21 C. The indemnification and defense obligations of this Agreement shall survive its
22 expiration or termination.

23 **ARTICLE 8. ADDITIONAL PROVISIONS**

24 A. Term of Agreement: This Agreement shall continue in full force and effect through final
25 acceptance of PROJECT by AUTHORITY, or until March 31, 2041 whichever is later. This Agreement
26 may be extended at the mutual consent of both parties

1 B. Termination: This agreement is null and void if PROJECT is not awarded. However,
2 AUTHORITY agrees to reimburse AGENCY for any costs incurred up to the official date of notification
3 to AGENCY that PROJECT will not be awarded.

4 C. AUTHORITY and AGENCY shall comply with all applicable federal, state, and local
5 laws, statues, ordinances and regulations of any governmental authority having jurisdiction over the
6 PROJECT(s).

7 D. Legal Authority: AUTHORITY and AGENCY hereto consent that they are authorized to
8 execute this Agreement on behalf of said parties and that, by so executing this agreement, the parties
9 hereto are formally bound to the provisions of this Agreement.

10 E. Severability: If any term, provision, covenant or condition of this Agreement is held to be
11 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
12 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
13 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14 F. Counterparts of Agreement: This Agreement may be executed and delivered in any
15 number of counterparts, each of which, when executed and delivered shall be deemed an original and
16 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

17 G. Force Majeure: Either Party shall be excused from performing its obligations under this
18 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
19 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;
20 commandeering of material, products, plants or facilities by the federal, state or local government;
21 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of
22 such cause is presented to the other Party, and provided further that such nonperformance is
23 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

24 H. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, or
25 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
26 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed

void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

I. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

J. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

K. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party.

L. Notices: Any notices, requests, or demands made between the parties pursuant to this Agreement are to be directed as follows:

To AGENCY:	To AUTHORITY:
City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653	Orange County Transportation Authority 550 South Main Street P.O. Box 14184 Orange, CA 92863-1584
ATTENTION: Kenneth H. Rosenfield, Director of Public Services/City Engineer	ATTENTION: Marvin Cruz, Senior Contract Administrator
Tel: (949) 707-2655 Email: krosenfield@ci.laguna-hills.ca.us	Tel: (714) 560 – 5568 Email: mcruz@octa.net

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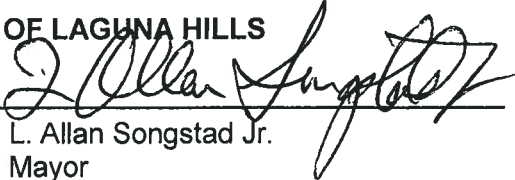
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This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-1-2770 to be executed on the date first above written.

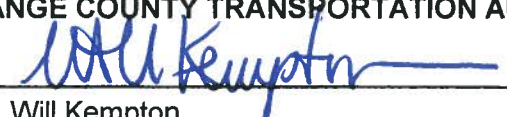
CITY OF LAGUNA HILLS

By:


L. Allan Songstad Jr.
Mayor

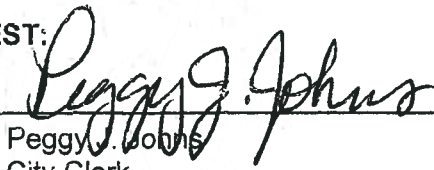
ORANGE COUNTY TRANSPORTATION AUTHORITY

By:


Will Kempton
Chief Executive Officer

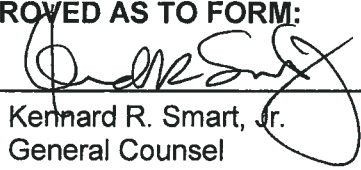
ATTEST:

By:


Peggy J. Johns
City Clerk

APPROVED AS TO FORM:

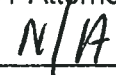
By:


Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

AGENCY Attorney

By:


Gregory E. Simonian
City Attorney

APPROVAL RECOMMENDED:

By:


Kia Mortazavi
Executive Director, Planning

Dated:

9/13/11

Dated:

9.2.11

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LAGUNA HILLS

FOR

THIS AMENDMENT NO. 1 is effective this ____ day of _____ 2014, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the City of Laguna Hills , 24035 El Toro Road, Laguna Hills, CA 92653, a municipal corporation (hereinafter referred to as "AGENCY") each individually known as "Party" and collectively known as the "Parties".

WHEREAS, by Agreement No. C-1-2770 dated September 13, 2011, as last changed by Letter Agreement No. 6 dated December 6, 2013, **AUTHORITY** and **AGENCY** entered into a Master Funding Agreement that defines the specific terms and conditions and funding responsibilities between **AUTHORITY** and **AGENCY** for Comprehensive Transportation Funding Programs (CTFP) and Local Fair Share Program Net Revenues;

WHEREAS, currently Letter Agreements and Amendments to the Master Funding Agreement (Amendments) are numbered sequentially as issued; and

WHEREAS, the Letter Agreements are sub-agreements to the Master Funding Agreement; and

WHEREAS, the AUTHORITY and AGENCY desire to separate the Letter Agreements from the Amendments and assign separate numbering conventions to each; and

8/26/2014 ITEM NO. 3.8

1 **WHEREAS**, due to the change in the numbering convention for the Letter Agreements and
2 Amendments, this Amendment No. 1 will revise the numbering for Amendments to Agreement No. C-1-
3 2770 issued to date as follows: Amendments to the Master Funding Agreement to be numbered
4 sequentially beginning with this Amendment No. 1; and

5 **WHEREAS**, the next Letter Agreement to be issued will be No. 7 with Attachment A-7; Letter
6 Agreement No. 1, Letter Agreement No. 5, Attachment A-5, and Attachment A-6 will not be used; and

7 **WHEREAS**, AUTHORITY is revising the audit language with no change to the maximum
8 cumulative obligation; and

9 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and AGENCY that
10 agreement No. C-1-2770 is hereby amended in the following particulars only:

11 1. Amend **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**, page 4 of 10, Paragraph G, to
12 delete in its entirety and in lieu thereof insert:

13 “AUTHORITY, or agents of AUTHORITY, may upon close-out of each PROJECT(s) under this
14 Agreement, perform a technical or field review to ensure that CTFP Guidelines were followed. Such
15 review may be performed after an acceptable final report has been submitted for each PROJECT(s). If
16 the review determines that any of the activities performed are ineligible for CTFP funding, AGENCY
17 must return the amount of funding used to perform the ineligible activity to AUTHORITY in accordance
18 with Article 4.G.”

19 2. Amend **ARTICLE 5. DELEGATED AUTHORITY**, page 6 of 10, to delete in its entirety and
20 in lieu thereof insert:

21 “The actions required to be taken by AGENCY in the implementation of this Agreement are
22 delegated to its Director of Public Works, or his/her designee, and the actions required to be taken by
23 AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY’s Chief Executive
24 Officer or designee.”

25 3. Amend **ARTICLE 6. AUDIT AND INSPECTION**, page 6 of 10, to delete in its entirety and in
26 lieu thereof insert:

“AUTHORITY and AGENCY shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, AGENCY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, contracts, books, accounts, and other data and records of AGENCY for a period of five (5) years after final payment by AUTHORITY for CTFP projects. For the Local Fair Share program, upon reasonable notice, AGENCY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, contracts, books, accounts, and other data and records of AGENCY for a period of five (5) years after expenditure of funds or five (5) years after final payment of debt service where local fair share revenues were pledged, whichever is longer. AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with AGENCY’s contractor(s).”

4. Amend **ARTICLE 8. ADDITIONAL PROVISIONS**, page 9 of 10, Paragraph L, to update AUTHORITY’s contact information.

To AGENCY:

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

ATTENTION: Kenneth H. Rosenfield
Director of Public Works

Tel: (949) 707-2651

E-mail: krosenfield@ci.laguna-hills.ca.us

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To AUTHORITY:

Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

ATTENTION: Michael Le

Associate Contract Administrator

Tel:(714) 560 – 5314

E-mail: mle1@octa.net

The balance of Agreement No. C-1-2770 remains unchanged

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement C-1-2770 to be executed as of the date first above written.

CITY OF LAGUNA HILLS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

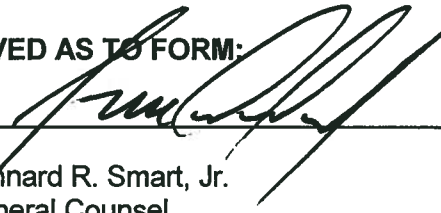
Andrew Blount
Mayor

Meena Katakia
Manager, Capital Projects

ATTEST:

APPROVED AS TO FORM:

By: _____

By:  _____

Peggy J. Johns
City Clerk

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

By: _____

Gregory E. Simonian
City Attorney

Dated: _____



BOARD OF DIRECTORS

Shawn Nelson
Chairman

Jeffrey Lalloway
Vice Chairman

Patricia Bates
Director

Lori Donchak
Director

Matthew Harper
Director

Michael Hennessey
Director

Steve Jones
Director

Gary A. Miller
Director

John Moorlach
Director

Al Murray
Director

Janet Nguyen
Director

Miguel Pulido
Director

Tim Shaw
Director

Todd Spitzer
Director

Tom Tait
Director

Frank Ury
Director

Gregory T. Winterbottom
Director

Ryan Chamberlain
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Darrell Johnson
Chief Executive Officer

May 12, 2014

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Agreement No. C-1-2770, City of Laguna Hills, "M2 CTFP Master Funding Agreement" – Letter Agreement No. 7

Dear Mr. Rosenfield:

This Letter Agreement serves as the Orange County Transportation Authority's (OCTA) approval to update Letter Agreement No. 3 and its attachment, pursuant to Article 4.F. OCTA is deleting Attachment A-4, in its entirety, as identified in Article 4 "Responsibilities of Agency", paragraph A, and in lieu thereof is inserting the revised "Project List", attached hereto as Attachment A-7, which is incorporated and made a part of the Agreement. All provisions set forth in Master Funding Agreement No. C-1-2770 apply.

The following additional provisions apply to the Project X project(s) approved by the Board on April 14, 2014:

1. Project X "Environmental Clean Up Program" anticipates using in kind services such as ongoing operation and maintenance of projects must include semi-annual reporting and expenditure verification of matching funds including backup documentation as part of the semi-annual review (SAR) reporting process and include in the M2 Eligibility Expenditure Report due within six months of the end of the jurisdiction's fiscal year. Failure to provide reporting and or evidence of on-going in-kind services for the life of the project will result in disqualification of Agency participation on future competitive calls for Comprehensive Transportation Funding Programs (CTFP) projects.

If you have any questions, please feel free to contact Roger Lopez at (714) 560-5438.

Please execute this letter agreement and return the signed original to the attention of Michael Le, Associate Contract Administrator at (714) 560-5314, mle@octa.net. Upon full execution of the letter agreement, the effective date will be July 1, 2014.

Accepted and Agreed

Kia Mortazavi
Executive Director, Planning
Orange County Transportation Authority

Kenneth H. Rosenfield
Director of Public Services
City of Laguna Hills

Meena Katakia
Department Manager
Orange County Transportation Authority

Date

M2 CTFP MASTER FUNDING AGREEMENT

City of Laguna Hills - Project List

Project Description	CTFP Amount	Programmed Fiscal Year	Board Date	Letter Agreement No.
Project O "Regional Capacity Program"				
Paseo de Valencia Improvements (Engineering)	\$364,012.50	2011-12	6/27/2011	1
Paseo de Valencia Improvements (Right of Way)	\$7,500.00	2011-12	6/13/2011	1
<i>Cumulative Program Total</i>	\$371,512.50			
Project X "Environmental Clean Up"				
Catch Basin Debris Gates	\$61,950.00	2011-12	8/8/2011	2
Laguna Hills Debris Gates Project	\$70,350.00	2012-13	8/13/2012	4
Laguna Hills Debris Gates Phase III	\$64,915.00	2013-14	9/23/2013	5
Cabot Road Bioswale Project	\$175,700.00	2014-15	4/14/2014	7
<i>Cumulative Program Total</i>	\$372,915.00			
Project P "Regional Traffic Signal Synchronization Program"				
Paseo de Valencia Corridor	\$190,742.00	2012-13	4/23/2012	3
<i>Cumulative Program Total</i>	\$190,742.00			
Total (All Projects)	\$935,169.50			



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: FINAL PARCEL MAP NO. 2011-115

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE FINAL PARCEL MAP NO. 2011-115, ACCEPT THE DEDICATION OF PARCEL A AND ACCEPT THE RELEASE AND RELINQUISHMENT OF ACCESS RIGHTS TO CABOT ROAD, ALL AS SHOWN ON SAID MAP.

SUMMARY:

The Planning Agency, at its regular meeting held on July 9, 2013, adopted Resolution No. PA2013-07-09-1, approving Tentative Parcel Map and Variance No. 11-12-2428, a request to subdivide the Cabot Town Center property into four parcels at 25213-25272 Cabot Road. The Final Map has been reviewed for technical accuracy and compliance with the Conditions of Approval and has been found to be ready for approval by the City Engineer and Community Development Director. The Final Map includes the dedication of Parcel A for drainage purposes and relinquishes access rights to Cabot Road (except at approved locations) as shown on the Map. Approval of Final Parcel Map No. 2011-115 and acceptance of the dedications is recommended.

BACKGROUND:

Last year, the owner of the Cabot Town Center, Mouldy LLC, applied to the City to subdivide their property into four parcels with no physical changes to the site being proposed. The Planning Agency, at its regular meeting held on July 9, 2013, adopted Resolution No. PA2013-07-09-1 and approved Tentative Parcel Map and Variance No. 11-12-2428 to allow for the subdivision. Please see the attached Final Parcel Map No. 2011-115.

The subdivision consists of the following generally described parcels. Parcel 1: 0.82 acres encompassing the McDonald's restaurant and surrounding parking lot; Parcel 2: 4.89 acres encompassing the Wienerschnitzel restaurant, Roman Cucina and other inline

shops, and Howard's Appliance; Parcel 3: 2.18 acres encompassing Outback Steakhouse, DaVita Dialysis, and the former Just Tires building; and Parcel A: 0.08 acre open space/remnant parcel to be dedicated to the City for drainage purposes. In addition, access rights to Cabot Road are being relinquished except at driveway locations.

The Final Map has been reviewed and approved for technical accuracy by the City Engineer and the County Engineer and for compliance with the Conditions of Approval by the Community Development Director. Approval of the Final Parcel Map No. 2011-115 is recommended.

FISCAL IMPACT:

None.

CEQA FINDINGS:

Exempt per CEQA Guidelines 15061(a)(b)(3).

ATTACHMENTS:

- Parcel Map No. 2011-115

SHEET 1 OF 8
NUMBER OF PARCELS: 3 NUMBERED
1 LETTERED
ACREAGE: 7.928 ACRES GROSS
7.855 ACRES NET
DATE OF SURVEY: SEPTEMBER 2013
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2011-115

PARCEL MAP NO. 2011-115

IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LA PAZ ROAD AS SHOWN ON A MAP
OF TRACT NO. 8841, AS FILED IN BOOK 204, PAGES 1 THROUGH 9 INCLUSIVE,
OF MISCELLANEOUS MAPS, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY,
TOGETHER WITH A PORTION OF LOTS 1 AND 2 OF SECTION 1, TOWNSHIP 7 SOUTH,
RANGE 8 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT
FILED IN THE DISTRICT LAND OFFICE, MARCH 28, 1879.

WALDEN & ASSOCIATES
JEFFREY A. WALDEN, P.L.S. 7914
SEPTEMBER 2013

ACCEPTED AND FILED AT
THE REQUEST OF
FIRST AMERICAN TITLE INSURANCE COMPANY

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT # _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY _____
DEPUTY

OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE
LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION
OF SAID MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE

WE HEREBY DEDICATE IN FEE TO THE CITY OF LAGUNA HILLS, PARCEL "A" FOR DRAINAGE
PURPOSES AS SHOWN ON SAID MAP.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF LAGUNA HILLS, ALL VEHICULAR ACCESS
RIGHTS TO CABOT ROAD, EXCEPT AT APPROVED LOCATIONS.

OWNER:

MOULDOY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: JMW FAMILY LIMITED PARTNERSHIP LP, A CALIFORNIA LIMITED PARTNERSHIP, ITS MEMBER

BY: Franklin L. Barnes, II
FRANKLIN L. BARNES, II
GENERAL PARTNER

BY: Scott T. Barnes
SCOTT T. BARNES
GENERAL PARTNER

BY: BLANCHARD VALLEY ASSOCIATES, LP A CALIFORNIA LIMITED PARTNERSHIP, ITS MEMBER

BY: MATHEIS FAMILY TRUST CREATED U.T.D. DATED NOVEMBER 13, 1996
AS AMENDED GENERAL PARTNER

BY: Glen E. Mathis, Jr.
GLEN E. MATHEIS, JR.
CO-TRUSTEE

BY: Marion C. Mathis
MARION C. MATHEIS
CO-TRUSTEE

SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66438 (a)(3)(A)-(4) OF THE SUBDIVISION MAP ACT,
THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- ORANGE COUNTY, HOLDER OF AN EASEMENT FOR ROAD PURPOSES (HIGHWAY 101) RECORDED
JANUARY 7, 1903 IN BOOK 88, PAGE 207 OF DEEDS; MODIFIED BY DOCUMENTS RECORDED
MARCH 28, 1928 IN BOOK 146, PAGE 57 AND APRIL 27, 1964 IN BOOK 7021, PAGE 182, BOTH
OF OFFICIAL RECORDS. (THE LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM RECORD
DOCUMENT).
- SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR THE RIGHT TO USE A
PRIVATE RIGHT OF WAY, RECORDED JUNE 18, 1941 IN BOOK 1086, PAGE 372 OF OFFICIAL
RECORDS. (THE LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM RECORD DOCUMENT).
- SAN DIEGO GAS AND ELECTRIC COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES
RECORDED JUNE 18, 1958 IN BOOK 4320, PAGE 408 OF OFFICIAL RECORDS. (THE LOCATION
OF SAID EASEMENT CANNOT BE DETERMINED FROM RECORD DOCUMENT).
- THE PACIFIC TELEPHONE & TELEGRAPH COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES
RECORDED JUNE 28, 1968 IN BOOK 7574, PAGE 695 OF OFFICIAL RECORDS. (SAID EASEMENT IS
NOT PLOTTABLE FROM RECORD DOCUMENT).
- MOULTON-HIGUEL WATER DISTRICT, HOLDER OF AN EASEMENT FOR SEWER LINES AND WATER
TRANSMISSION, RECORDED JULY 7, 1970 IN BOOK 9336, PAGE 359 OF OFFICIAL RECORDS.
- SAN DIEGO GAS & ELECTRIC COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR EITHER
OR BOTH UNDERGROUND LINES, CONDUITS, INCLUDING ABOVE-GROUND APPURTENANT FIXTURES,
RECORDED DECEMBER 16, 1971 IN BOOK 9928, PAGE 559 OF OFFICIAL RECORDS.
- MOULTON-HIGUEL WATER DISTRICT, HOLDER OF AN EASEMENT FOR SEWER LINE AND WATER
TRANSMISSION, RECORDED APRIL 3, 1972 IN BOOK 10085, PAGE 342 OF OFFICIAL RECORDS.
- THE COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR DRAINAGE PURPOSES, RECORDED JUNE
15, 1972 IN BOOK 10175, PAGE 621 OF OFFICIAL RECORDS.
- THE COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR DRAINAGE PURPOSES, RECORDED JUNE
15, 1972 IN BOOK 10175, PAGE 627 OF OFFICIAL RECORDS.
- STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., HOLDER OF AN EASEMENT
FOR SEWER LINES, RECORDED JULY 13, 1972 IN BOOK 10221, PAGE 889 OF OFFICIAL RECORDS.
- SAN DIEGO GAS & ELECTRIC COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR
UNDERGROUND LINES, RECORDED AUGUST 20, 1996 AS INSTRUMENT NO. 98-426748 OF OFFICIAL
RECORDS. (THE LOCATION OF SAID EASEMENT CANNOT BE LOCATED FROM RECORD DOCUMENT).
- SAN DIEGO GAS & ELECTRIC COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR EITHER
OR BOTH UNDERGROUND LINES, CONDUITS, INCLUDING ABOVE-GROUND APPURTENANT FIXTURES,
RECORDED NOVEMBER 14, 1996 AS INSTRUMENT NO. 98-575437 OF OFFICIAL RECORDS.
(THE LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM RECORD DOCUMENT).
- SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC
UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 29, 2013, AS INSTRUMENT NO.
201300056839 OF OFFICIAL RECORDS. (THE LOCATION OF SAID EASEMENT CANNOT BE
DETERMINED FROM RECORD DOCUMENT.)

PURSUANT TO THE PROVISIONS OF SECTION 66438 (a)(3)(C) OF THE SUBDIVISION MAP ACT, THE
FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- GLEN E. MATHEIS AND OTHERS, HOLDERS OF MINERAL RIGHTS, RECORDED JULY 15, 1964 IN
BOOK 7134, PAGE 254 OF OFFICIAL RECORDS.
- UNION OIL COMPANY, HOLDER OF MINERAL RIGHTS, RECORDED JUNE 6, 1967 IN BOOK 8271,
PAGE 330 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE
AT THE REQUEST OF MOULDOY, LLC IN SEPTEMBER 2013. I HEREBY STATE THAT ALL MONUMENTS ARE
OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH
POSITIONS ON OR BEFORE JULY 31, 2014 AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE
THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS
TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Jeffrey A. Walden
JEFFREY A. WALDEN
P.L.S. 7914
EXPIRATION DATE: 12-31-15

4-7-2014
DATE



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN
CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED
BY THE CITY PLANNING COMMISSION, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND
CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____.

Kenneth H. Rosenfield
KENNETH H. ROSENFELD, CITY ENGINEER
OF CITY OF LAGUNA HILLS
RCE NO. 33498
EXPIRATION DATE: 08/30/14

COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING
PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED
SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 20____.

Kevin R. Hills
KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617, EXPIRATION DATE: 12-31-15

BY: Craig S. Wehrman, CHIEF DEPUTY SURVEYOR

CITY CLERK'S CERTIFICATE:

STATE OF CALIFORNIA }
CITY OF LAGUNA HILLS } SS
COUNTY OF ORANGE }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF
THE CITY OF LAGUNA HILLS AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF
_____, 20____, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER
DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ACCEPT ON BEHALF OF THE PUBLIC:

1. PARCEL "A" FOR DRAINAGE PURPOSES AS DEDICATED.

2. THE VEHICULAR ACCESS RIGHTS TO CABOT ROAD AS RELEASED AND RELINQUISHED HERETO.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66438(a)(3)(A)
OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 20____.

Peggy J. Johns, MAC
PEGGY J. JOHNS, MAC
CITY CLERK OF THE
CITY OF LAGUNA HILLS

BY: _____
DEPUTY

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST
THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL,
OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL
ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION
MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR
SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 20____.

Shari L. Frodenreich
SHARI L. FRODENREICH
COUNTY TREASURER-TAX COLLECTOR

BY: _____
DEPUTY TREASURER-TAX COLLECTOR

SHEET 2 OF 8
NUMBER OF PARCELS: 3 NUMBERED
1 LETTERED
ACREAGE: 7.928 ACRES GROSS
7.855 ACRES NET
DATE OF SURVEY: SEPTEMBER 2013
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2011-115

PARCEL MAP NO. 2011-115

IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE
STATE OF CALIFORNIA

WALDEN & ASSOCIATES
JEFFREY A. WALDEN, P.L.S. 7914
SEPTEMBER 2013

NOTARY ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~ ^{ARIZONA}

COUNTY OF ~~PINAL~~ ^{PINAL}

ON 11 APRIL 2014

Public

BEFORE ME, TAMMY PRICE, Notary

PERSONALLY APPEARED FRANKLIN L. BAERES III

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY

EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED ENTITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE Tammy Price

NOTARY PUBLIC IN AND FOR SAID STATE.

Tammy Price

(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS

IS IN PINAL COUNTY.

MY COMMISSION EXPIRES 03 JAN 2016

MY COMMISSION NUMBER 208310

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

ON APRIL 9th 2014

Public

BEFORE ME, TAMMI FISCHER, Notary

PERSONALLY APPEARED SCOTT BAERES

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY

EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED ENTITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE Tammi Fischer

NOTARY PUBLIC IN AND FOR SAID STATE.

TAMMI FISCHER

(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS

IS IN ORANGE COUNTY.

MY COMMISSION EXPIRES 03/02/2018

MY COMMISSION NUMBER 2069787

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Calusa

ON 4-24-14

Notary Public

Marish C. Mathis

BEFORE ME, Dana Wilson Ash

PERSONALLY APPEARED Glenn E. Mathis

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY

EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED ENTITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE Dana Wilson Ash

NOTARY PUBLIC IN AND FOR SAID STATE.

Dana Wilson Ash

(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS

IS IN Calusa COUNTY.

MY COMMISSION EXPIRES 9/9/14

MY COMMISSION NUMBER 1899228

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

ON

BEFORE ME,

PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY

EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED ENTITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE

NOTARY PUBLIC IN AND FOR SAID STATE.

(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS

IS IN

MY COMMISSION EXPIRES

MY COMMISSION NUMBER

SHEET 3 OF 6
NUMBER OF PARCELS: 3 NUMBERED
1 LETTERED
ACREAGE: 7.928 ACRES GROSS
7.855 ACRES NET
DATE OF SURVEY: SEPTEMBER 2013
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2011-115

PARCEL MAP NO. 2011-115

IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE
STATE OF CALIFORNIA

WALDEN & ASSOCIATES
JEFFREY A. WALDEN, P.L.S. 7914
SEPTEMBER 2013

GENERAL NOTES

PARCEL "A" IS NOT A SEPARATE BUILDING SITE. TO BE DEDICATED IN FEE TO THE CITY OF LAGUNA HILLS FOR DRAINAGE PURPOSES PER THIS PARCEL MAP.

SURVEY NOTES

- (R1) = RECORD AND MEASURED DATA PER SURVEY MAP 68-12 ON FILE AT THE COUNTY SURVEYOR'S OFFICE, AND PER P.M.B. 24/18, UNLESS NOTED OTHERWISE.
- (R2) = RECORD AND MEASURED DATA PER P.M.B. 98/47-48, UNLESS NOTED OTHERWISE.
- (R2C) = CALCULATED DATA PER P.M.B. 98/47-48.
- (R3) = RECORD AND MEASURED DATA PER P.M.B. 120/34-35, UNLESS NOTED OTHERWISE.
- (R4) = RECORD AND MEASURED DATA PER TRACT NO. 9294, M.M. 447/6-21, UNLESS NOTED OTHERWISE.
- (R4C) = CALCULATED DATA PER PER TRACT NO. 9294, M.M. 447/6-21.
- (R5) = RECORD AND MEASURED DATA PER P.M.B. 49/24, UNLESS NOTED OTHERWISE.
- (R6) = RECORD AND MEASURED DATA PER INST. NO. 20000517676, O.R., UNLESS NOTED OTHERWISE.
- (R7) = RECORD AND MEASURED DATA PER ORANGE COUNTY SURVEYOR ALIGNMENT NOTES A/7-8, PG. 668.

EASEMENT NOTES

- (A) INDICATES AN EASEMENT IN FAVOR OF MOULTON-NIGUEL WATER DISTRICT, FOR SEWER LINES AND WATER TRANSMISSION, RECORDED JULY 7, 1970, IN BOOK 9338, PAGE 359, OF OFFICIAL RECORDS.
- (B) INDICATES AN EASEMENT IN FAVOR OF SAN DIEGO GAS AND ELECTRIC COMPANY, FOR EITHER OR BOTH UNDERGROUND LINES AND CONDUITS, RECORDED DECEMBER 18, 1971, IN BOOK 9929, PAGE 559, OF OFFICIAL RECORDS.
- (C) INDICATES AN EASEMENT IN FAVOR OF MOULTON-NIGUEL WATER DISTRICT, FOR SEWER LINES AND WATER TRANSMISSION, RECORDED APRIL 3, 1972, IN BOOK 10085, PAGE 342, OF OFFICIAL RECORDS.
- (D) INDICATES AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE, FOR DRAINAGE PURPOSES, RECORDED JUNE 15, 1972, IN BOOK 10175, PAGE 621, OF OFFICIAL RECORDS.
- (E) INDICATES AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE, FOR DRAINAGE PURPOSES, RECORDED JUNE 15, 1972, IN BOOK 10175, PAGE 627, OF OFFICIAL RECORDS.
- (F) INDICATES AN EASEMENT IN FAVOR OF STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., FOR SEWER LINES, RECORDED JULY 13, 1972, IN BOOK 10221, PAGE 989, OF OFFICIAL RECORDS.
- (G) INDICATES ACCESS RIGHTS RELINQUISHED TO THE CITY OF LAGUNA HILLS, A MUNICIPAL CORPORATION, EXCEPT AT APPROVED DRIVEWAY LOCATIONS, PER GRANT DEED RECORDED JULY 5, 1998, AS INSTRUMENT NO. 98-341843, OF OFFICIAL RECORDS.
- (H) INDICATES ACCESS RIGHTS RELINQUISHED TO THE CITY OF LAGUNA HILLS, A MUNICIPAL CORPORATION, BY GRANT DEED RECORDED OCTOBER 25, 1998, AS INSTRUMENT NO. 98-541716, OF OFFICIAL RECORDS.
- (I) INDICATES AN EASEMENT OR FRANCHISES OF PUBLIC OR PRIVATE UTILITIES, RESERVED BY THE DOCUMENT "RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY" RECORDED SEPTEMBER 25, 1968 IN BOOK 9089, PAGE 791, OF OFFICIAL RECORDS.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 7860 AND STATION GPS NO. 7881 BEING NORTH 43°28'07" WEST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 14, 1983 NAD, (2007.00 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.999948325.

MONUMENT NOTES

● INDICATES FOUND MONUMENT AS NOTED BELOW:

- 1 FOUND TACK AND TAG IN 1 1/2" IRON PIPE, STAMPED "RCE 19402", DOWN 1.40" IN WELL MONUMENT. STATION IS LOCATED AT CENTERLINE POINT OF COMPOUND CURVE ALONG MONTVIRE ST., 168' ± NLY OF EVERGREEN ROAD, PER TRACT NO. 8225 M.M. 324/24-28. SAID POINT ALSO BEING GPS NUMBER 7860, PER RECORDS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR.
- 2 FOUND PUNCHED SPIKE AND WASHER (NO STAMP), FLUSH IN A.C. STATION IS LOCATED AT CENTERLINE B.C. ALONG PIKE RD., 101.47'± NELY FROM ITS CENTERLINE INTERSECTION WITH MACKENZIE STREET, PER TRACT NO. 7080, M.M. 282/10-12. SAID POINT ALSO BEING GPS NUMBER 7881, PER RECORDS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR.
- 3 FOUND SPIKE & WASHER, RUSTED OUT, DOWN 0.3' PER COUNTY OF ORANGE CORNER RECORD DOCUMENT NO. 2011-2358. HELD FOR LINE.
- 4 FOUND LEAD AND TAG STAMPED "RCE 19402" IN TOP OF CURB PER P.M.B. 98/47-48. HELD FOR LINE.
- 5 FOUND (2) LEAD AND TACK TIES PER O.C.S. ALIGNMENT NOTES A/7-8, PG. 668, NO CENTERLINE MONUMENT. ACCEPTED AS CENTERLINE INTERSECTION OF LA PAZ ROAD AND SAN DIEGO FREEWAY. HELD FOR LINE.
- 6 FOUND 1" IRON PIPE WITH PLASTIC PLUG, NO STAMP, FLUSH, PER ORANGE COUNTY CORNER RECORD DOCUMENT NO. 2013-1014 B. HELD FOR LINE.
- 7 FOUND LEAD AND TACK, NO TAG, FLUSH. FIT POSITIONS OF 1" IRON PIPE WITH TAG STAMPED "LS 2921" PER P.M.B. 98/47-48. ACCEPTED AS PARCEL CORNERS OF SAID PARCEL MAP. HELD RECORD DISTANCE PER P.M.B. 98/47-48 TO ESTABLISH CENTERLINE OF CABOT ROAD.
- 8 FOUND 1" IRON PIPE WITH TAG STAMPED "LS 2921", PER P.M.B. 120/34-35, DOWN 0.8' HELD RECORD DISTANCE PER P.M.B. 120/34-35 TO ESTABLISH CENTERLINE OF CABOT ROAD.
- 9 FOUND 2 1/2" BRASS DISK STAMPED "LS 2921" WITH PUNCH, IN WELL MONUMENT, DOWN 1.5', PER TRACT NO. 9294, M.M. 447/6-21. HELD TO ESTABLISH CENTERLINE OF PASSED DE VALENCIA.
- 10 FOUND LEAD AND TACK WITH TAG STAMPED "R.C.E. 19402" PER P.M.B. 98/47-48.
- 11 FOUND LEAD AND TACK WITH TAG STAMPED "R.C.E. 23596" IN LIEU OF 1" IRON PIPE PER P.M.B. 120/35.
- 12 SEARCHED, FOUND NOTHING.
- 13 FOUND 2" IRON PIPE WITH TAG STAMPED "LS 5329", PER PARCEL MAP NO. 93-144, P.M.B. 280-14-23, DOWN 1.5'. ACCEPTED AS NORTHERLY TERMINUS OF THE LINE SHOWN AS N 02°29'21" W 2811.40' OF SAID PARCEL MAP. HELD AS ELY LINE OF A.T. & S.F. RAILROAD PER SAID PARCEL MAP.
- 14 FOUND SPIKE AND WASHER WITH TAG STAMPED "LS 5329", PER PARCEL MAP NO. 93-144, P.M.B. 280-14-23, DOWN 0.8'. ACCEPTED AS NLY B.C. ¼ OF EL PASO PER SAID PARCEL MAP. HELD FOR LINE.

○ INDICATES BOUNDARY MONUMENT TO BE SET AS NOTED BELOW:

2" IRON PIPE WITH TAG STAMPED "P.L.S. 7914" OR SPIKE AND WASHER STAMPED "P.L.S. 7914" OR LEAD AND TAG STAMPED "PLS 7914" TO BE SET AT ALL BOUNDARY CORNERS PRIOR TO JULY 31, 2014, UNLESS OTHERWISE NOTED.

1" IRON PIPE WITH TAG STAMPED "P.L.S. 7914" OR SPIKE AND WASHER STAMPED "P.L.S. 7914" OR LEAD AND TAG STAMPED "PLS 7914" TO BE SET AT ALL PARCEL CORNERS PRIOR TO JULY 31, 2014, UNLESS OTHERWISE NOTED.

△ INDICATES CENTERLINE MONUMENT TO BE SET AS NOTED BELOW:

SPIKE AND WASHER STAMPED "P.L.S. 7914" OR LEAD AND TAG STAMPED "PLS 7914" TO BE SET AT ALL CENTERLINE CONTROL POINTS PRIOR TO JULY 31, 2014, UNLESS OTHERWISE NOTED. TIES TO CENTERLINE MONUMENTS WILL BE MADE AND A COPY OF SAID TIES WILL BE ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR.

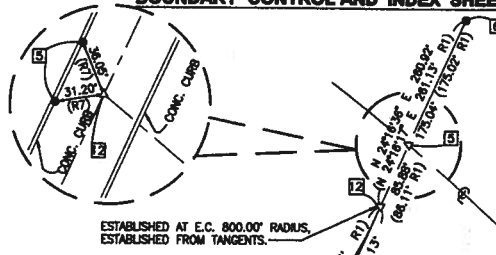
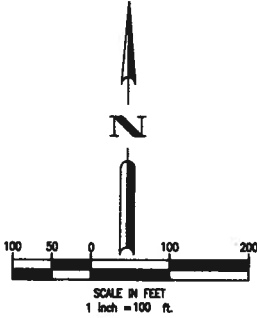
SHEET 4 OF 6
 NUMBER OF PARCELS: 3 NUMBERED
 1 LETTERED
 ACREAGE: 7.928 ACRES GROSS
 7.855 ACRES NET
 DATE OF SURVEY: SEPTEMBER 2013
 BEING ALL OF TENTATIVE
 PARCEL MAP NO. 2011-115

PARCEL MAP NO. 2011-115

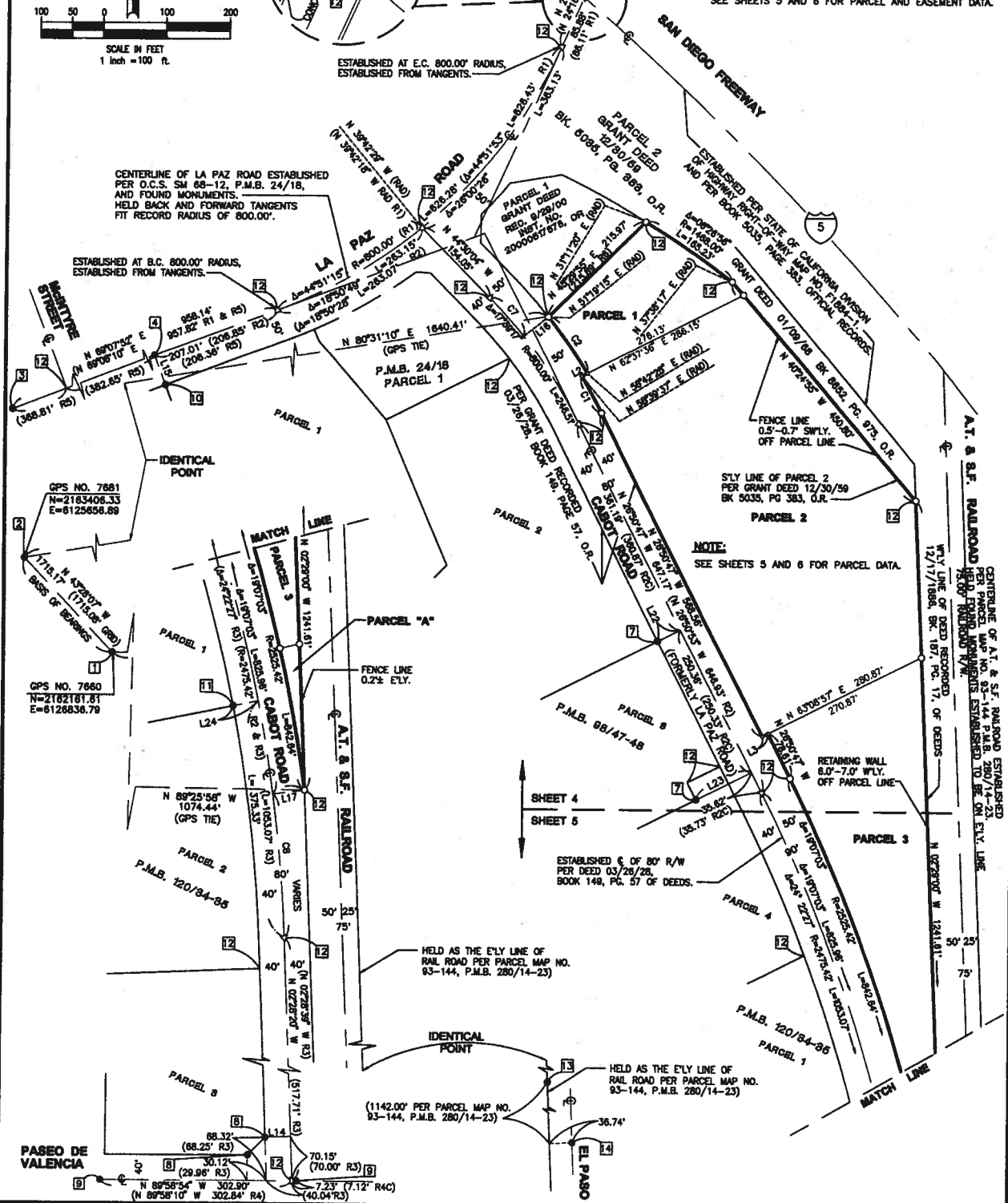
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE
 STATE OF CALIFORNIA

WALDEN & ASSOCIATES
 JEFFREY A. WALDEN, P.L.S. 7914
 SEPTEMBER 2013

BOUNDARY CONTROL AND INDEX SHEET



NOTES:
 SEE SHEET 3 FOR BASIS OF BEARINGS, DATUM STATEMENT,
 MONUMENT NOTES, EASEMENT NOTES AND SURVEY NOTES.
 SEE SHEET 5 FOR LINE AND CURVE TABLES.
 SEE SHEETS 5 AND 6 FOR PARCEL AND EASEMENT DATA.



SHEET 5 OF 8
 NUMBER OF PARCELS: 3 NUMBERED
 1 LETTERED
 ACREAGE: 7.928 ACRES GROSS
 7.855 ACRES NET
 DATE OF SURVEY: SEPTEMBER 2013
 BEING ALL OF TENTATIVE
 PARCEL MAP NO. 2011-115

PARCEL MAP NO. 2011-115

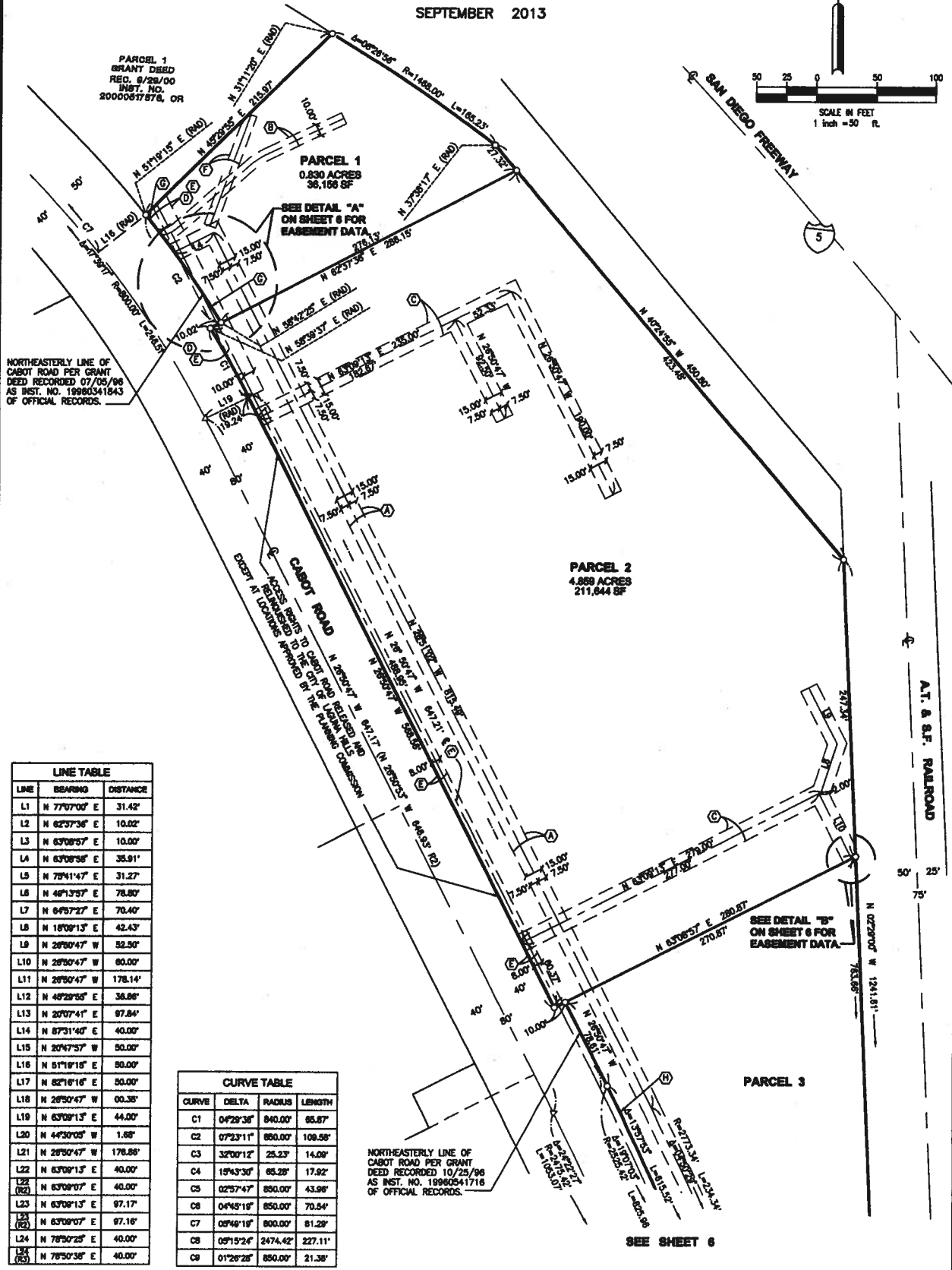
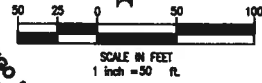
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE
 STATE OF CALIFORNIA

JEFFREY A. WALDEN, P.L.S. 7914
 WALDEN & ASSOCIATES

SEPTEMBER 2013

NOTES:

SEE SHEET 3 FOR BASIS OF BEARINGS, DATUM STATEMENT,
 MONUMENT NOTES, EASEMENT NOTES AND SURVEY NOTES.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 77°07'00" E	31.42'
L2	N 62°37'36" E	10.02'
L3	N 63°08'57" E	10.00'
L4	N 63°08'36" E	35.91'
L5	N 75°41'47" E	31.27'
L6	N 46°13'57" E	78.80'
L7	N 64°57'27" E	70.40'
L8	N 18°08'13" E	42.43'
L9	N 28°50'47" W	52.50'
L10	N 28°50'47" W	80.00'
L11	N 28°50'47" W	178.14'
L12	N 49°29'55" E	36.86'
L13	N 20°07'41" E	97.84'
L14	N 87°31'40" E	40.00'
L15	N 20°47'57" W	90.00'
L16	N 51°18'18" E	50.00'
L17	N 82°16'16" E	50.00'
L18	N 28°50'47" W	00.38'
L19	N 63°08'13" E	44.00'
L20	N 44°30'05" W	1.68'
L21	N 28°50'47" W	178.88'
L22	N 63°08'13" E	40.00'
L23	N 63°08'07" E	40.00'
L24	N 63°08'13" E	97.17'
L25	N 63°08'07" E	97.16'
L26	N 78°50'25" E	40.00'
L27	N 78°50'36" E	40.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	0°42'33"	840.00'	65.87'
C2	0°23'11"	850.00'	108.58'
C3	32°00'12"	25.33'	14.09'
C4	15°43'30"	85.28'	17.92'
C5	02°57'47"	850.00'	43.98'
C6	0°45'18"	850.00'	70.54'
C7	09°46'18"	800.00'	81.29'
C8	05°15'24"	2474.42'	227.11'
C9	01°28'28"	850.00'	21.38'

SHEET 6 OF 6
 NUMBER OF PARCELS: 3 NUMBERED
 1 LETTERED
 ACREAGE: 7.928 ACRES GROSS
 7.855 ACRES NET
 DATE OF SURVEY: SEPTEMBER 2013
 BEING ALL OF TENTATIVE
 PARCEL MAP NO. 2011-115

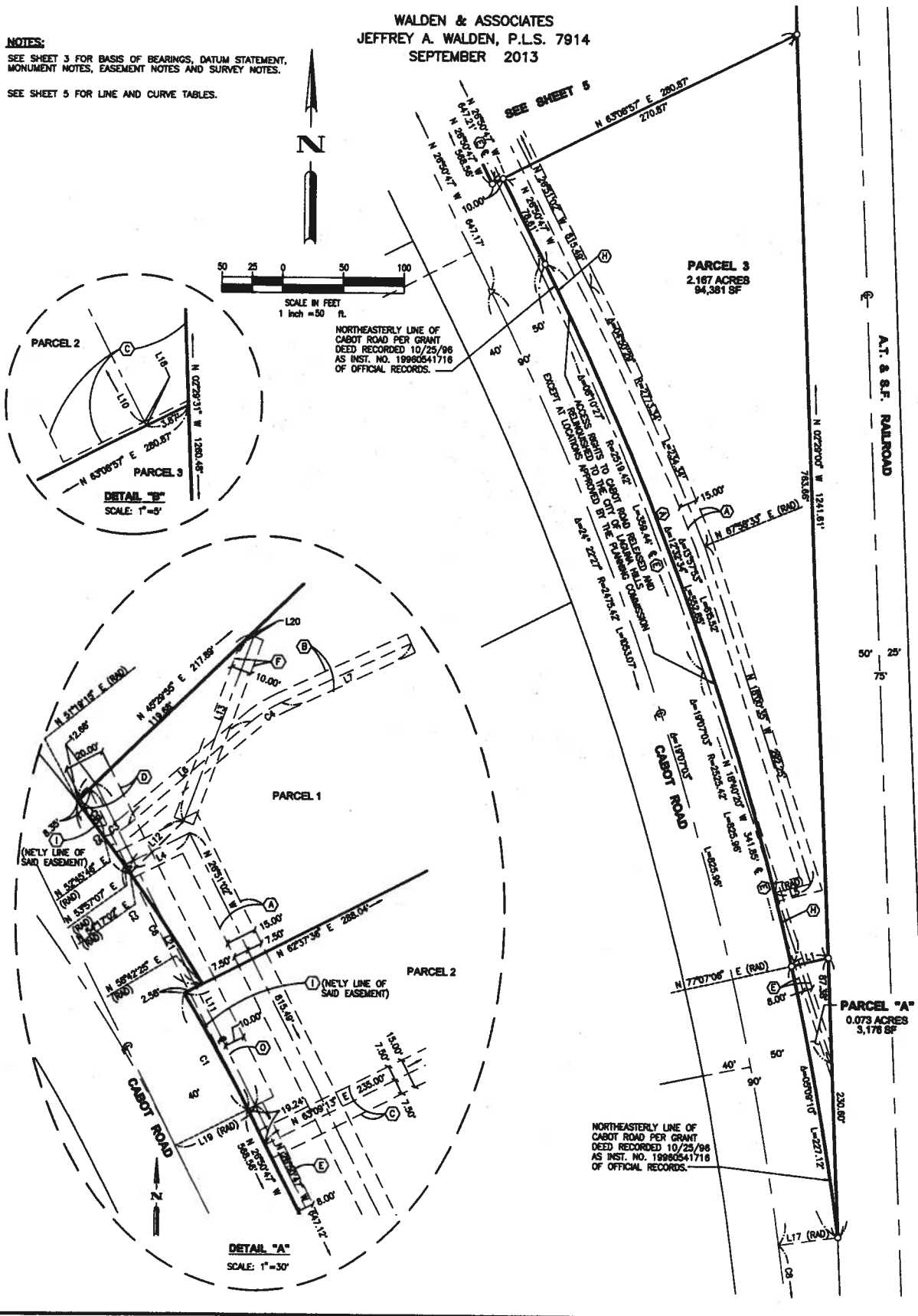
PARCEL MAP NO. 2011-115 IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE STATE OF CALIFORNIA

WALDEN & ASSOCIATES
 JEFFREY A. WALDEN, P.L.S. 7914
 SEPTEMBER 2013

NOTES:

SEE SHEET 3 FOR BASIS OF BEARINGS, DATUM STATEMENT,
 MONUMENT NOTES, EASEMENT NOTES AND SURVEY NOTES.

SEE SHEET 5 FOR LINE AND CURVE TABLES.





City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: REVIEW OF NORTHBOUND CABOT ROAD AT LA PAZ
ROAD/SOUTHBOUND I-5 OFF-RAMP NO RIGHT TURN ON RED TRAFFIC
CONTROL**

**RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE, IF APPROVED BY
CALTRANS, THE PURCHASE OF A "NO RIGHT TURN ON RED" SYMBOL LED
BLANK OUT SIGN TO EMPHASIZE THIS TRAFFIC CONTROL FOR THE
NORTHBOUND CABOT ROAD RIGHT TURN MOVEMENT AT LA PAZ
ROAD/SOUTHBOUND I-5 OFF-RAMP.**

SUMMARY:

At the direction of City Council, Caltrans has reviewed the existing "No Right Turn on Red" traffic control for northbound Cabot Road at La Paz Road/I-5 Southbound Off-ramp. Based upon traffic safety concerns primarily emanating from the roadway geometrics, lane assignments and sight distance constraints, Caltrans has concluded that the "No Right turn on Red" traffic control must remain at this location. Caltrans does plan to enhance the existing signage by installing a larger sign on the far side mast arm pole to increase the motorist's understanding of this traffic control. Staff has recommended to Caltrans they consider the installation of an LED blank out sign to further emphasize this traffic control. As an incentive to install the LED sign, staff recommends that the City offer to purchase it. In addition and based upon their observations, Caltrans is recommending the easterly bound La Paz Road right turn lane to southerly bound Cabot Road be converted to a through-right movement to improve lane alignments to the freeway on-ramp lane. Caltrans is willing to change this lane assignment at their expense to include signage changes and striping modifications. Staff recommends this change in lane assignment be implemented.

BACKGROUND:

At the direction of the City Council, Caltrans has reviewed the existing "No Right Turn on Red" traffic control for northbound Cabot Road at La Paz Road/I-5 Southbound Off-ramp.

This intersection, being coincident with freeway access points, is operated under the jurisdiction of Caltrans. Caltrans has performed site visits and observations of traffic conditions and reviewed the plans for the intersection.

Following the site review, Caltrans concluded that traffic safety concerns support the need for the existing "No Right Turn on Red" traffic control to remain. There are three interrelated factors that have brought Caltrans to this conclusion. These factors are the intersection geometrics associated with lane assignments, hillside topography and sight distance constraints which all affect driver decision making. The lane assignments include multiple left turn lanes from the southbound I-5 Off-ramp onto easterly bound La Paz Road which overlap the dual lane northbound Cabot Road right turn movement, the lane shift through the intersection for easterly bound La Paz Road motorists seeking access to the freeway on-ramps, and the hillside topography of the area which negatively impacts sight distance visibility. Each of these described conditions, individually and collectively, can contribute to vehicular conflicts in the intersection if not otherwise constrained by affirmative traffic controls.

Caltrans also reviewed the existing signage associated with the "No Right Turn on Red" traffic control and concluded that the existing signage, both near side and far side "No Right Turn on Red" signage, is consistent with the Manual of Uniform Traffic Controls and is fully enforceable. Caltrans also recognized that driver compliance with the traffic control may be enhanced with a larger size sign on the far side traffic signal pole and is taking steps to replace the existing sign. Staff has suggested to Caltrans that they consider the installation of a "No Right Turn on Red" symbol LED blank out sign for this location. A similar sign can be viewed for southerly bound Avenida de la Carlota at Paseo de Valencia. Caltrans is seeking internal approval to install such an LED sign and staff recommends the City offer to purchase this sign and provide it to Caltrans to accelerate this process.

When Caltrans was at the site, they also observed the lane shift movement of easterly bound La Paz Road vehicles across the Cabot Road intersection seeking to enter the freeway on-ramp lane. They performed traffic counts and prepared an analysis of this movement as contrasted with the dedicated easterly bound La Paz Road to southerly bound Cabot Road dedicated right turn lane and concluded that traffic flow and traffic safety would be enhanced if the dedicated right turn lane was converted to a through-right option lane. A graphic of the proposed lane assignment as well as existing and proposed traffic counts are attached. With this proposed change, the dedicated right turn traffic will no longer be able to turn right on red if there is a through vehicle in front of them at the limit line. However, the through movement traffic count seeking access to the freeway ramps is higher than the right turn movement traffic count and the likely short delay during peak hours for the right turning motorists is not unreasonable to enhance traffic safety at this location. Caltrans has agreed to make the signing and striping changes for the revision to the lane assignments at this location at no cost to the City as shown on the

attached graphic. Staff is in agreement with this change and it will be implemented unless there is any further review requested by City Council.

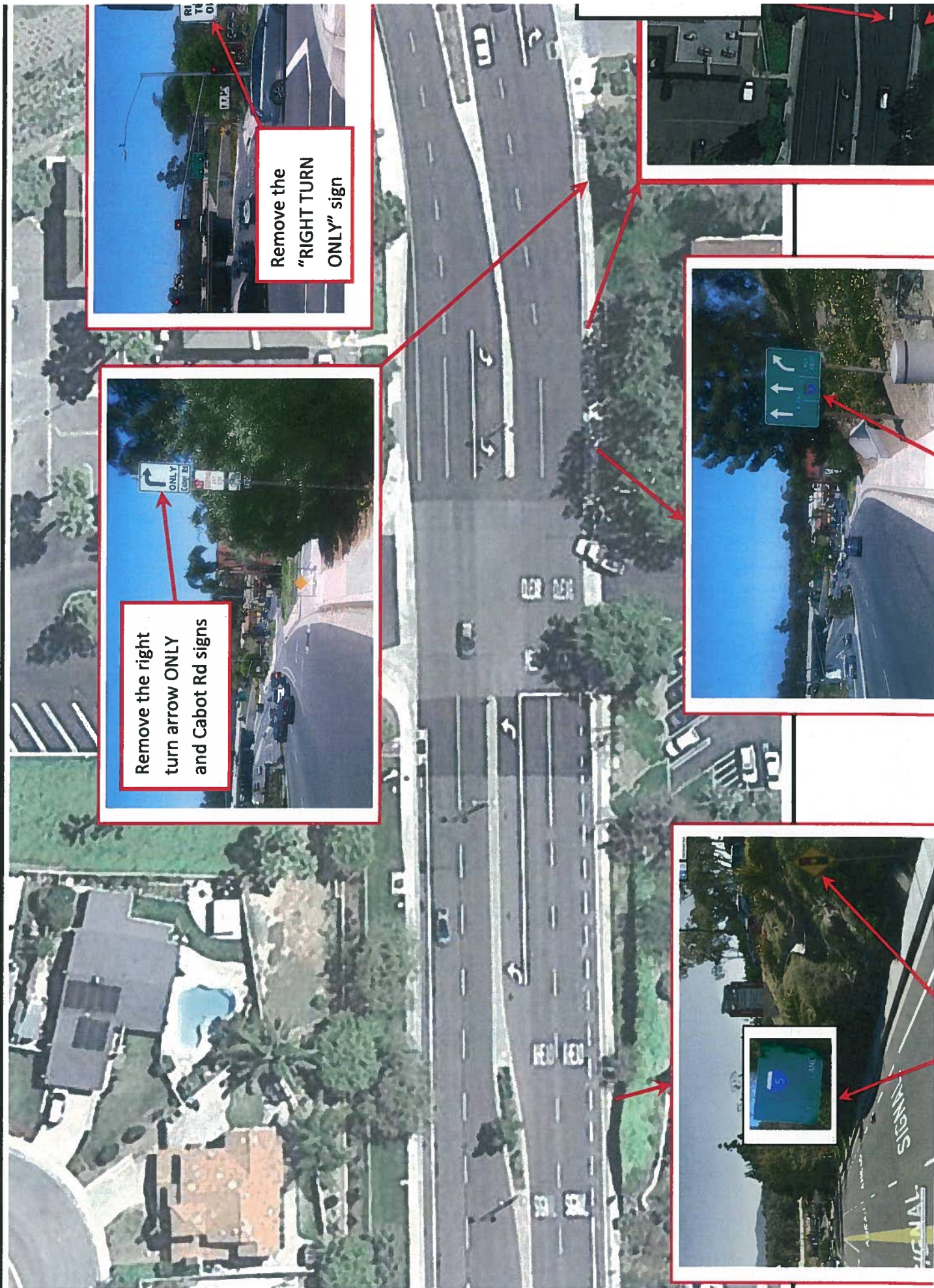
FISCAL IMPACT:

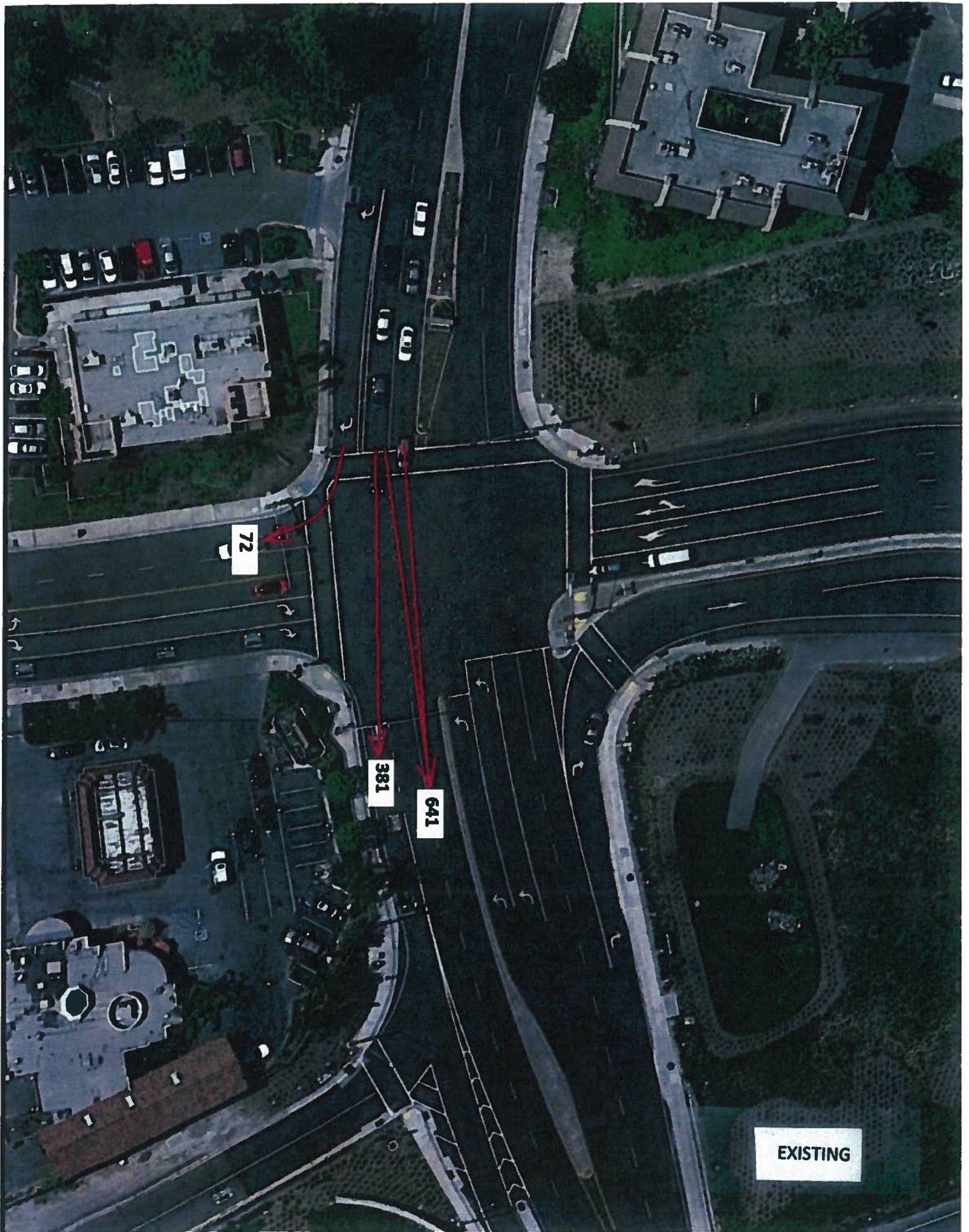
The cost of an LED blank out sign is approximately \$3,000. Funds are available for this expenditure in the Fiscal Year 2014-15 Public Works Operating Budget. The expenditure will not be made unless Caltrans approves of the sign.

ATTACHMENTS:

- Lane Assignment Graphic
- Traffic Counts Existing
- Traffic Counts Proposed

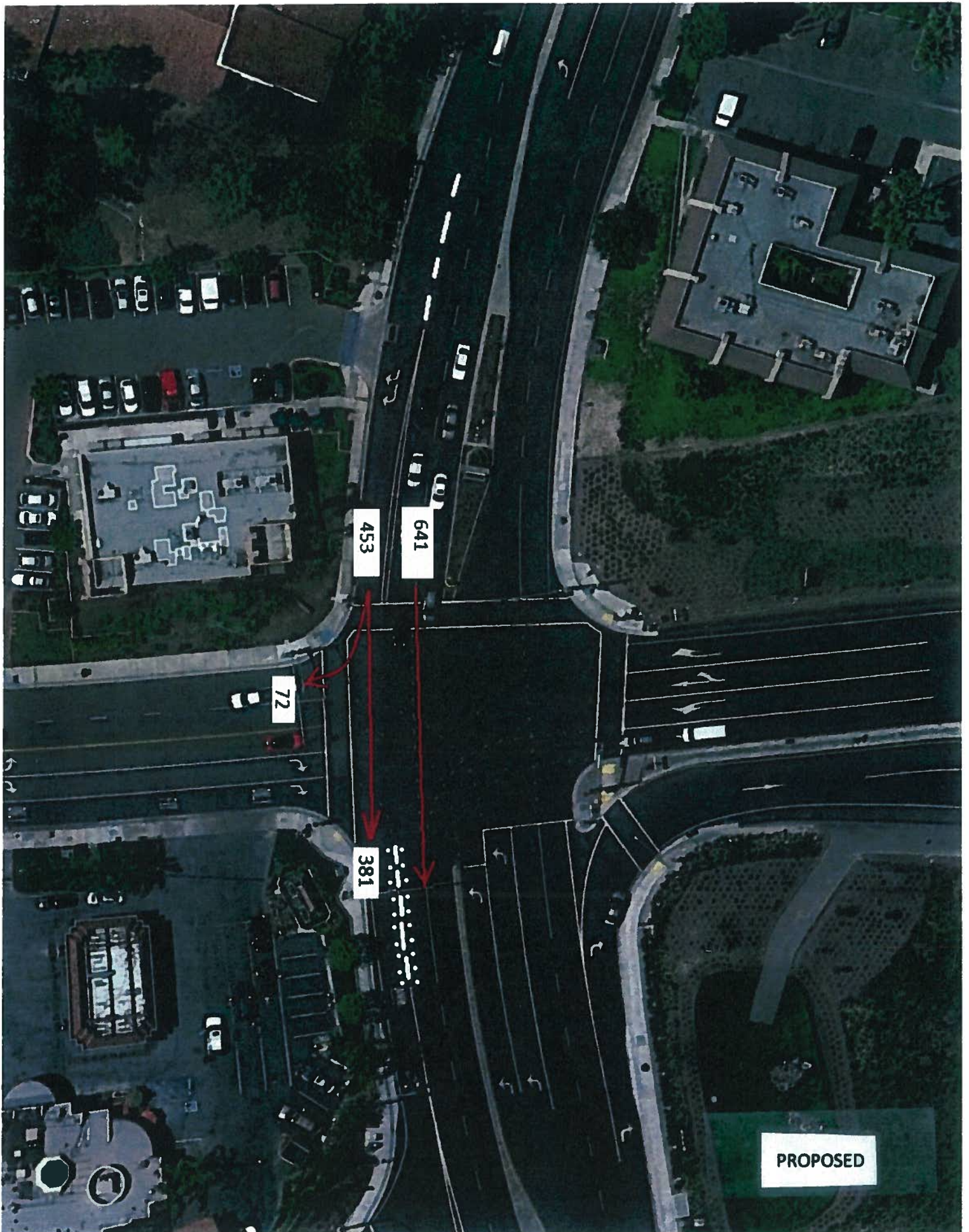
Signs and striping modifications on EB La Paz Rd approaching Cabot Rd ar





Existing

SHORT REPORT												
General Information						Site Information						
Analyst AS Agency or Co. CT Date Performed 05/09/2014 Time Period						Intersection La Paz, Cabot, I-5 Area Type All other areas Jurisdiction Analysis Year 2014						
Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes		2	1	2	2		1		2	2	1	1
Lane Group		T	R	L	T		L		R	L	TR	R
Volume (vph)		1022	72	74	99		63		344	394	141	229
% Heavy Vehicles		0	0	0	0		0		0	0	0	0
PHF		0.90	0.90	0.90	0.90		0.90		0.90	0.90	0.90	0.90
Pretimed/Actuated (P/A)		P	P	P	P		P		P	P	P	P
Startup Lost Time		2.0	2.0	2.0	2.0		2.0		2.0	2.0	2.0	2.0
Extension of Effective Green		2.0	2.0	2.0	2.0		2.0		2.0	2.0	2.0	2.0
Arrival Type		3	3	3	3		3		3	3	3	3
Unit Extension		3.0	3.0	3.0	3.0		3.0		3.0	3.0	3.0	3.0
Ped/Bike/RTOR Volume	0	0	0	0	0		0	0	0	0	0	0
Lane Width		12.0	12.0	12.0	12.0		12.0		12.0	12.0	12.0	12.0
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour		0	0	0	0		0		0	0	0	0
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	Thru & RT	03		04		SB Only	NB Only	07		08	
Timing	G = 5.3	G = 27.9	G =		G =		G = 14.6	G = 12.2	G =		G =	
	Y = 5	Y = 5	Y =		Y =		Y = 5	Y = 5	Y =		Y =	
Duration of Analysis (hrs) = 0.25							Cycle Length C = 80.0					
Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
Adjusted Flow Rate		1136	80	82	110		70		382	438	157	254
Lane Group Capacity		1262	563	232	1728		275		436	640	347	295
v/c Ratio		0.90	0.14	0.35	0.06		0.25		0.88	0.68	0.45	0.86
Green Ratio		0.35	0.35	0.07	0.48		0.15		0.15	0.18	0.18	0.18
Uniform Delay d ₁		24.7	17.8	35.7	11.3		29.9		33.2	30.5	29.1	31.7
Delay Factor k		0.50	0.50	0.50	0.50		0.50		0.50	0.50	0.50	0.50
Incremental Delay d ₂		10.4	0.5	4.2	0.1		2.2		21.2	5.9	4.2	26.5
PF Factor		1.000	1.000	1.000	1.000		1.000		1.000	1.000	1.000	1.000
Control Delay		35.2	18.4	39.9	11.3		32.1		54.3	36.4	33.4	58.3
Lane Group LOS		D	B	D	B		C		D	D	C	E
Approach Delay		34.1			23.5		50.9			42.4		
Approach LOS		C			C		D			D		
Intersection Delay		38.7			Intersection LOS				D			



Proposed **SHORT REPORT**

SHORT REPORT												
General Information						Site Information						
Analyst AS Agency or Co. CT Date Performed 05/09/2014 Time Period						Intersection La Paz, Cabot, I-5 Area Type All other areas Jurisdiction Analysis Year 2014						
Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes		2	1	2	2		1		2	2	1	1
Lane Group		T	R	L	T		L		R	L	TR	R
Volume (vph)		641	453	74	99		63		344	394	141	229
% Heavy Vehicles		0	0	0	0		0		0	0	0	0
PHF		0.90	0.90	0.90	0.90		0.90		0.90	0.90	0.90	0.90
Pretimed/Actuated (P/A)		P	P	P	P		P		P	P	P	P
Startup Lost Time		2.0	2.0	2.0	2.0		2.0		2.0	2.0	2.0	2.0
Extension of Effective Green		2.0	2.0	2.0	2.0		2.0		2.0	2.0	2.0	2.0
Arrival Type		3	3	3	3		3		3	3	3	3
Unit Extension		3.0	3.0	3.0	3.0		3.0		3.0	3.0	3.0	3.0
Ped/Bike/RTOR Volume	0	0	0	0	0		0	0	0	0	0	0
Lane Width		12.0	12.0	12.0	12.0		12.0		12.0	12.0	12.0	12.0
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour		0	0	0	0		0		0	0	0	0
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	Thru & RT	03	04	SB Only	NB Only	07	08				
Timing	G = 5.3	G = 27.9	G =	G =	G = 14.6	G = 12.2	G =	G =				
	Y = 5	Y = 5	Y =	Y =	Y = 5	Y = 5	Y =	Y =				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 80.0						
Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
Adjusted Flow Rate		712	503	82	110		70		382	438	157	254
Lane Group Capacity		1262	563	232	1728		275		436	640	347	295
v/c Ratio		0.56	0.89	0.35	0.06		0.25		0.88	0.68	0.45	0.86
Green Ratio		0.35	0.35	0.07	0.48		0.15		0.15	0.18	0.18	0.18
Uniform Delay d ₁		21.1	24.6	35.7	11.3		29.9		33.2	30.5	29.1	31.7
Delay Factor k		0.50	0.50	0.50	0.50		0.50		0.50	0.50	0.50	0.50
Incremental Delay d ₂		1.8	19.2	4.2	0.1		2.2		21.2	5.9	4.2	26.5
PF Factor		1.000	1.000	1.000	1.000		1.000		1.000	1.000	1.000	1.000
Control Delay		23.0	43.8	39.9	11.3		32.1		54.3	36.4	33.4	58.3
Lane Group LOS		C	D	D	B		C		D	D	C	E
Approach Delay		31.6			23.5			50.9			42.4	
Approach LOS		C			C			D			D	
Intersection Delay		37.6			Intersection LOS						D	



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: 18TH ANNUAL INNER COASTAL WATERSHED CLEANUP DAY

RECOMMENDATION: THAT THE CITY COUNCIL DECLARE SEPTEMBER 20, 2014, 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 for September 20, 2014. This event brings together residents and volunteers to increase water quality awareness and to pick up trash and debris within the Aliso Creek watershed. City 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 and Community Center from Alicia Parkway to Indian Hill Lane. It is recommended the City Council support and declare September 20, 2014, 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 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. The 18th Annual Inner Coastal Watershed Cleanup Day is being held in conjunction with the Annual California Cleanup Day on September 20, 2014. 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 since 2004 to diminish litter from entering the ocean and to help clean up the community. 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 and Community Center on September 20, 2014, from 9 a.m to 12 p.m. The City of Laguna Hills' announcement of the Clean-up Day is attached to this report. In 2013, 21 volunteers collected approximately 240 pounds of trash and 225 pounds of recyclables in a similar event.

FISCAL IMPACT:

Approximately eight staff hours will be necessary to coordinate the event.

ATTACHMENTS:

- City of Laguna Hills Announcement



The City of Laguna Hills

18th 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 20, 2014 9:00 a.m. - 12:00 noon
- 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. Volunteer groups may pre-register by sending an email to hjaved@ci.laguna-hills.ca.us or by visiting www.trails4all.org



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 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 Meeting Agenda Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: SECOND AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REHABILITATION SERVICES CONTRACT - ALISO MEADOWS REHABILITATION PROJECT, EXTENDING THE TERM THROUGH JUNE 30, 2015 AND ALLOCATING AN ADDITIONAL \$80,000 FOR FISCAL YEAR 2014-15

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE SECOND AMENDMENT TO THE CDBG REHABILITATION SERVICES CONTRACT - ALISO MEADOWS REHABILITATION PROJECT, WITH THE ALISO MEADOWS CONDOMINIUM ASSOCIATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE 2014-2015 FISCAL YEAR, AUTHORIZING AN ADDITIONAL \$80,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE CONTRACT.

SUMMARY:

Since 2004 the City of Laguna Hills has received Community Development Block Grant (CDBG) funding from the County of Orange on behalf of the 248-unit Aliso Meadows Condominium complex located on Via Lomas. The Aliso Meadows Condominium Association uses the funds to perform exterior renovations on existing residences. For Fiscal Year 2014-2015, the City of Laguna Hills was awarded \$80,000 from the County to rehabilitate up to six units in the complex. On June 10, 2014, the City Council authorized an amendment of the contract with the County (Amendment No. 4 to Contract No. 12-613031) for the City's Housing Rehabilitation Project with the County (CDBG-CFDA No. 14.218) to authorize a one year contract term extension so that the City could receive the additional \$80,000. In order for the Homeowners Association (HOA) to be eligible to utilize the \$80,000, the existing contract between the City and the HOA must be amended to extend its term and include the additional \$80,000 for FY14-15 for work on six additional units. The City's existing contract with the HOA currently authorizes it to receive \$242,000 in CDBG funds to cover FY 12-13 (\$162,000) and FY 13-14 (\$80,000) for rehabilitation work through June 30, 2014.

BACKGROUND:

The County of Orange receives federal funds annually to assist in the preservation of housing for low and moderate income residents through the Community Development Block Grant program. The County makes these funds available to the unincorporated areas of the County as well as “non-entitlement” cities (cities under 50,000 in population that do not receive CDBG funding directly from the Federal government). There are thirteen (13) smaller cities in the County that must use the County to access these funds, including the City of Laguna Hills. The City has received these funds through the program since 1993.

For Fiscal Year 2014-2015, the City of Laguna Hills has been awarded \$80,000 in CDBG funds for rehabilitation work at Aliso Meadows. Aliso Meadows is a 248-unit condominium project, approved in 1980 by the County of Orange, which provided low and moderate-income households an opportunity for home ownership. The Aliso Meadows Condominiums stretch along both sides of Via Lomas, and the housing development is generally located at the northeast corner of the intersection of Moulton and Alicia Parkways.

Repairs needed at the Aliso Meadows complex generally include: heating/air conditioning repairs/replacement, wood siding repair/replacement, roof repairs, fencing repairs, painting, and fumigation for termites. The HOA has been working to repair and rehabilitate units for some time, and has spent approximately \$200,000 from their own funds since 2003 to address the most pressing problems in many of the units. To date, 166 of the 248 units have received assistance in this program utilizing approximately \$2.4 million in CDBG funds.

On April 15, 2013, the City entered into a contract with the HOA to direct \$162,000 in CDBG funds for on-going rehabilitation work at the condominium complex. The City received an additional \$80,000 from the County in 2014 and amended the County and HOA contracts to cover the additional funding for FY13-14 through Amendment No. 1. The proposed HOA contract amendment (Amendment No. 2) would authorize an additional \$80,000 in CDBG funds to be expended, or \$322,000 in total. Approval of Amendment No. 2 commits the HOA to spend the CDBG funds by June 30, 2015 to rehabilitate an additional six units consistent with applicable Federal, State, and County laws and regulations.

FISCAL IMPACT:

Funding for this project comes from the County with the exception of 40-60 hours of staff time each year. The City has also used consultants to assist the HOA with technical issues associated with the project such as income qualifying residents, preparation of bid

documents, and payroll. Funding for this consultant work has been budgeted for this fiscal year in the City's approved budget.

CEQA FINDINGS:

The work to be completed is a continuation of housing rehabilitation activity approved under Contract No. 12-613031 with the County of Orange for the City's Housing Rehabilitation Project with the County (CDBG-CFDA No. 14.218). On May 8, 2012, the City Council previously adopted a Categorical Exemption for this project indicating that this activity was not subject to the requirements of the California Environmental Quality Act pursuant to Section 15301, Chapter 3, Title 14 of the California Code of Regulations since anticipated activities include minor alterations to existing structures including heating/air conditioning repairs/replacement, wood siding repair/replacement, roof repairs, fencing repairs, painting, and fumigation for termites. Identical work is proposed for Amendment No. 2.

ATTACHMENTS:

- Attachment 1 – CDBG Rehabilitation Services Contract – Aliso Meadows Rehabilitation Project
- Attachment 2 – Amendment No. 1 (FY 13-14)
- Attachment 3 – Proposed Amendment No. 2 (FY 14-15)

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a hat standing in a field, with a building in the background. The words "CITY OF LAGUNA HILLS" are written in a circular path around the top, and "1991" is at the bottom.

Attachment #1

**CDBG Rehabilitation Services Contract
Aliso Meadows Rehabilitation Project
April 15, 2013**

**CITY OF LAGUNA HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REHABILITATION SERVICES CONTRACT
(Program Year 2012-13)**

TITLE OF PROJECT: Rehabilitation Services – Aliso Meadows Condominium Association

This **CONTRACT** is entered into the 15 day of April, 2013.

BY AND BETWEEN

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

AND

Aliso Meadows Condominium Association, a Non-Profit Corporation, hereinafter referred to as "**CONTRACTOR**"

RECITALS

This Contract is made with reference to the following facts, among others:

WHEREAS, the County of Orange 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, 2009, 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 Annual Action Plan, including any mid-year amendments, which sets forth the PROJECT described herein; and

WHEREAS, the CITY is a Participating City 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, 2012 - June 30, 2013 with the County of Orange (CDBG-CFDA Number 14.218, File # 613031, entitled "Contract Between County of Orange and City of Laguna Hills for Housing Rehabilitation —Aliso Meadows Rehabilitation Project, a copy of which is attached hereto as Exhibit B, (hereinafter, the "Funding Contract")) 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 the Aliso Meadows rehabilitation project which meets one of the HUD national objectives, and

WHEREAS, the Funding Contract, a copy of which is attached hereto as Exhibit B, provides that it is conditional upon: County being funded by HUD and the release of funds to County; Certification of Insurance; and environmental compliance by CITY with 24 CFR 570.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES AND COVENANTS HEREIN, IT IS AGREED AS FOLLOWS:

I. SCOPE OF SERVICES

A. ACTIVITIES

(1) CONTRACTOR shall be responsible for carrying out a CDBG Rehabilitation Services Project in a manner satisfactory to the CITY and consistent with the standards and obligations of the Funding Contract, a copy of which is attached hereto as Exhibit B. The project is described as follows:

(a) Nine (9) or more condominium dwelling units will be rehabilitated

within the Aliso Meadows Condominium complex. The actual number of units completed will be based on the outcome of the Davis-Bacon bids submitted. The construction project will focus on the exterior improvements of each pod. The proposed construction work includes exterior wood repairs, heating system repairs, water heaters replacement, water closet repairs, roof replacement/ repairs, fumigation, and exterior preparation and painting.

(b) If funds become available, this Contract may also include follow-up work to previous units rehabbed under County Contracts KC04050, KC05027, KC06704, KC07729, KC08794, KC09843, and KC10919.

(c) The project shall be performed in conformance with this Contract, the Funding Contract, attached hereto as Exhibit B, and required County approvals therein. The CONTRACTOR shall provide the oversight, administration, and project management necessary to accomplish contracted activities in accordance with this Contract, the County approved Scope of Work, completion milestones (provided by County), State and Federal laws, applicable regulations, and authorities having jurisdiction.

(2) The construction project contemplated herein is a "public work", under California Labor Code Section 1720, and the contractor shall be paid prevailing wages in accordance with State law unless exempted thereby. In addition, the Federal Labor Standards (Section 33.12 of the Funding Contract), 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 shall be submitted to the CITY for review and written approval by the County's

Director of Housing and Community Services. A County representative shall be invited to a preconstruction conference to review Federal Labor Standards compliance procedures with the CONTRACTOR and its 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 V.C. (1) of this Contract.

B. BUDGET

This Contract is for an amount not to exceed \$162,000 (One Hundred Sixty Two Thousand Dollars and no cents). As described further in Section III, the CONTRACTOR will provide the funds for the project and will submit proof of payment to CITY, whereupon after approval by CITY, the CITY shall seek reimbursement of Eligible Costs from the County pursuant to the Funding Contract. Funds shall be used for the following Eligible Costs: The proposed construction work includes exterior wood repairs, heating system repairs, water heaters replacement, water closet repairs, roof replacement/ repairs, fumigation, and exterior preparation and painting. Attention will also be given to any other building code violations identified through-out on-going inspections of the Aliso Meadows units.

C. PERFORMANCE MONITORING

The CITY shall, in accordance with the Funding Contract, monitor the performance of the CONTRACTOR against the goals and performance standards required therein and in this Contract. The CONTRACTOR shall cooperate by providing completed Quarterly Performance Reports on a Grantee Performance Report Information Form (GPR Form). Such reports shall be filed with the CITY fifteen (15) days before: December 15, 2012, January 15, 2013, and March 15, 2013. The CITY shall report any deficiencies in

performance to the CONTRACTOR. If it is determined by the CITY that CONTRACTOR'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 Contract as prescribed in 24 CFR Parts 85.43 and 85.44. In addition, the CITY may require the CONTRACTOR to reimburse the CITY any funds that it determines to be improperly expended based on applicable CDBG Program Regulations.

II. TIME FOR PERFORMANCE

The services of the CONTRACTOR shall begin on, or about, July 1, 2012, and the scope of services shall be completed by June 30, 2013. The term of this Contract and the provisions herein may be extended to cover an additional time period pursuant to Section V.A.(1) of this Contract.

III. PAYMENTS BY CITY

A. REIMBURSEMENTS

Subject to availability of funds from HUD to County, County approval of CONTRACTOR'S Insurance, County approval of CONTRACTOR'S Federal Labor Standards submittals, environmental compliance by CITY and CONTRACTOR'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. It is expressly agreed and understood that the total amount to be paid by the CITY under this Contract after reimbursement by County shall not exceed the amount stated in Section I.B of this Contract. Reimbursement for Eligible Costs shall be made on a quarterly basis deducted from the total Budget specified in Section I.B herein, and in accordance with "Exhibit A" GENERAL CONDITIONS, attached hereto and incorporated herein by this reference.

B. REQUESTS FOR REIMBURSEMENT

On a quarterly basis and within fifteen (15) days of the end of a quarter, the CONTRACTOR may invoice CITY for reimbursement of Eligible Costs (see Exhibit A). Concurrently with its request for the aforementioned funds, CONTRACTOR 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. CONTRACTOR shall also provide a Quarterly Performance Report, on a GPR Form, which addresses its level of performance for each activity undertaken relative to the scope of services set forth in Section I. CITY will not authorize reimbursement if any preceding quarter's reports or invoices are incomplete, or have not been submitted.

C. Records shall be kept by CONTRACTOR in accordance with Exhibit A.

IV. NOTICES

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

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

Aliso Meadows Homeowners Association
C/O Merit Property Management
1 Polaris Way, Suite 100
Aliso Viejo, CA 92656
Attn: David Garibay, Community Manager

V. SPECIAL CONDITIONS

A. PROJECT TO BE COMPLETED BY JUNE 30, 2013

(1) The project shall be completed and all costs incurred on eligible project activities prior to June 30, 2013. A final Invoice for Eligible Costs shall be submitted within 15 days after the Contract expiration date. The date for project completion and incurring of Eligible Costs may be extended by the CITY at the CITY'S sole discretion for up to six months from the Contract expiration date, upon written notification to the CONTRACTOR. In the event of such extension, the deadline for submittal of a final invoice shall be 15 days after the new completion date. After Contract expiration, all unexpended funds remaining from this Contract, either due to costs not incurred or costs not approved by City, may be allocated by the CITY to other eligible CDBG projects within the City of Laguna Hills program.

(2) CONTRACTOR 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. AUDIT

(1) All contractors receiving \$25,000 or more in total Federal financial assistance shall cause, if requested to do so by CITY or County, an annual audit to be performed in accordance with OMB Circular A-128. CONTRACTOR shall comply with this obligation. A copy shall be forwarded to CITY within 180 days after the end of the CITY'S Fiscal Year (JUNE 30, 2013). CITY shall have the right to ensure that necessary corrective actions are made by the CONTRACTOR due to any audit findings pertinent to CONTRACTOR handling of funding attributable to the CDBG Program per Federal

requirements, including requiring CONTRACTOR to return funds paid by CITY.

C. PERFORMANCE TO CONFORM TO FEDERAL & COUNTY REQUIREMENTS

This Contract includes the Funding Contract, which is attached hereto as Exhibit B and is incorporated herein by this reference. CONTRACTOR shall comply with all applicable County and Federal requirements.

(1) CONTRACTOR shall provide Certificates of Insurance as follows:

CONTRACTOR, at its own expense, agrees to deposit with CITY prior to the execution and provision of services under this Contract, Certificates of Insurance, including all endorsements required herein, necessary to satisfy County that the Insurance provisions of the Funding Contract have been complied with, and to keep such insurance and the certificates therefore on deposit with CITY and County during the entire term of this Contract. In addition, all construction contractors and subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR'S insurance or shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR and shall require that any subcontractor working for CONTRACTOR 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 Contract. CONTRACTOR shall 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 CONTRACTOR or subcontractor through the entirety of this Contract for inspection by County and CITY representatives at any reasonable time. All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in

excess of \$25,000 (\$5,000 for automobile liability) which shall specifically be approved by the County's Executive Office/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer.

(a) CONTRACTOR shall maintain insurance acceptable to CITY and County in full force and effect throughout the term of this Contract. If CONTRACTOR fails to maintain insurance acceptable to CITY and County for the full term of this Contract, CITY may terminate this Contract.

(b) The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

(c) Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Finance Size Category). CONTRACTOR will file with CITY (who shall forward to County), prior to the commencement of performance of services under this Contract, an original Certificate of Insurance and all required endorsements evidencing that coverage required by this Contract is in effect.

(d) If the carrier is a non- admitted carrier in the State of California, the County's Executive Office/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

(e) The policy or policies of insurance maintained by CONTRACTOR or sub-contractor shall provide the minimum limits and coverage as set forth herein below:

Coverage

Minimum Limits

GPM

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including	\$1,000,000 per occurrence. Coverage for owned, non-owned and hired vehicles
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

(f) Each insurance policy required by this Contract shall be endorsed to contain the following provisions:

i. This insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until 30-days prior written notice has been given to CITY and County of Orange/HCS (Endorsement must be attached to Certificate of Insurance). If a 30-day notice of cancellation endorsement is not received, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holders named as: City of Laguna Hills and County of Orange/Housing and Community Services Department.

ii. All rights of subrogation are hereby waived against CITY and County, its 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).

iii. As respects operations of the named insured performed on behalf of CITY and County, CITY and County are each added as an additional insured except for Workers' Compensation/Employers' Liability. (Endorsement must be attached to Certificate of Insurance).

iv. CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the CITY and/or County shall be excess and non-contributing.

(g) Insurance information shall be submitted to:

City of Laguna Hills
Community Development Department
Attn: David Chantarangsu, Community Development Director
24035 El Toro Rd
Laguna Hills, CA 92653

For submittal also to:

County of Orange
Housing and Community Services Department
Attn: Contract Administration and Compliance
1770 North Broadway
Santa Ana, CA 92706-2642

(h) Upon written advice of County's Risk Manager to CITY, any of the above insurance types may be increased or waived due to current insurance marketplace conditions. In addition, County Risk Manager retains the right to require additional insurance coverage as may be deemed appropriate to adequately protect County. County's 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.

(i) CITY shall notify CONTRACTOR in writing of changes required by County in the insurance requirements. CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with CITY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in default without further notice to CONTRACTOR, and CITY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder or to fulfill the indemnification provisions and requirements of this Contract.

(2) Indemnity

CONTRACTOR shall hold harmless, defend with counsel approved in writing by CITY and indemnify CITY, its elected officials, officers, directors, employees, agents, and volunteers from any and all claims, actions, suits, charges, and judgment whatsoever that arise out of CONTRACTOR'S or it's construction contractor or subcontractor's performance or non-performance of the project and/or scope of work called for in this Contract.

(3) Assignability

CONTRACTOR shall not assign or transfer any interest in this Contract without the prior written consent of CITY.

(4) Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CONTRACTOR and its construction contractor and subcontractors shall at all times remain independent contractors with respect to the

services to be performed under this Contract. CITY shall be exempt from payment of any Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. CONTRACTOR and/or its construction contractor and subcontractors are independent contractor(s).

(5) Section 3 Clause

"The work to be performed under this Contract is a project assigned under a program providing direct federal assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

(6) County Amendment

CONTRACTOR agrees that County may, at its sole discretion, amend the Funding Contract to conform with federal, state or local governmental guidelines, policies, and available funding amounts. County may further terminate the Funding Contract upon thirty days notice for convenience. If any amendment or termination results in a change in the funding amount under this Contract, the 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 CITY and CONTRACTOR.

(7) Anti-Lobbying

CONTRACTOR certifies that:

(i.) 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;

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

(iii.) CONTRACTOR shall include the above anti-lobbying certification in award documents for all subcontractors and that all subcontractors shall certify and disclose accordingly.

(iv.) CONTRACTOR shall abide by the Section 3 clause, as set forth in 24 CFR, 135.20(b), below, and shall also cause this Section 3 clause to be inserted into any and all 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 contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the contractor'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.

The contractor 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 contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 contractor'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)."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY has caused this Contract to be executed by its City Manager, having been duly authorized by the City Council of City of Laguna Hills and the Laguna Hills Municipal Code. CONTRACTOR has caused this Contract to be executed by its duly authorized representatives.

EXECUTED:

CITY OF LAGUNA HILLS
A Municipal corporation

ALISO MEADOWS CONDOMINIUM
ASSOCIATION
A California non-profit corporation

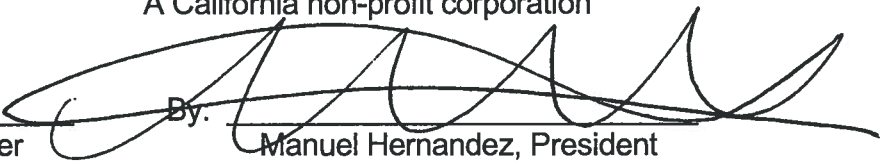
By:


Bruce Channing, City Manager

Dated:

4/16/13

By:

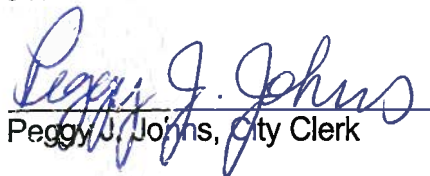

Manuel Hernandez, President

Date:

4/15/13

ATTEST:

By:


Peggy J. Johns, City Clerk

ATTEST:

By:


Gilbert Mayandia, Secretary

4/15/2013

EXHIBIT A
GENERAL CONDITIONS

I. REQUESTS FOR REIMBURSEMENT

A. CONTRACTOR shall complete and submit a GPR Information Form in support of all requests for reimbursement. This shall consist of a description of project-related accomplishments for the preceding Quarter relative to the Scope of Services of this Contract. If CONTRACTOR has no activity during the Quarter, CONTRACTOR shall still prepare and submit the GPR Information Form to the CITY.

B. Certified copies of CONTRACTOR'S (and subcontractor's) payroll shall be submitted to CITY on a weekly basis. Such documentation shall also accompany the CONTRACTOR'S request for reimbursement.

C. Complete requests for reimbursement, which includes, IA and IB, and the items specified in Section III.B of this Contract shall be submitted thirty (30) days prior to the Minimum Required Expenditure Threshold dates, as contained in Exhibit B (attached), and shown below:

December 15, 2012

January 15, 2013

March 15, 2013

II. ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT

(1). Accounting Standards

The CONTRACTOR agrees to comply with Attachment C of OMB Circular A-110 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 CONTRACTOR shall administer its program in conformance with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments," for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD-KEEPING

(1). Records to be Maintained

The CONTRACTOR shall maintain all records required by the federal regulations specified in 24 CFR Parts 570.503(b)(2), 570.506, 570.507, 570.508 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 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 CDBG program;
 - (f.) Financial records as required by 24 CFR Part 570.502, and OMB Circular A-87;
- and

(g.) Other records necessary to document compliance with Subpart K of 24 CFR 570.

These records shall be kept available at CONTRACTOR'S office during the project's contract period and thereafter for five (5) years from the date CONTRACTOR receives final payment from this contract.

(2.) Close-Outs

CONTRACTOR'S obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, submitting final invoice(s), report(s), disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the CITY) and determining the custodianship of records.

C. AUDITS AND INSPECTIONS

All CONTRACTOR records with respect to any matters covered by this Contract shall be made available to the CITY, County, their designees or the Federal Government at any time during normal business hours, as often as the CITY or County deems necessary, to audit, examine, and make excerpt or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CONTRACTOR with 30 days after receipt by the CONTRACTOR. Failure of the CONTRACTOR to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments. The CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning audits.

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a white shirt and hat standing in a field, with a large tree to the right. The words "CITY OF LAGUNA HILLS" are written in a circular path around the top, and "1991" is at the bottom.

Attachment #2

**Amendment No. 1 CDBG Rehabilitation Services Contract
Aliso Meadows Rehabilitation Project
FY13-14**

**AMENDMENT NO. 1
TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REHABILITATION SERVICES CONTRACT
Aliso Meadows Rehabilitation Project
(Program Year 2013-2014)**

THIS FIRST AMENDMENT to the CDBG Rehabilitation Services Contract—Aliso Meadows Rehabilitation Project (the "Amendment") is made and entered into to be effective on the 10th day of December, 2013, by and between the CITY OF LAGUNA HILLS, a municipal corporation (hereinafter referred to as the "City"), and ALISO MEADOWS CONDOMINIUM ASSOCIATION, a non-profit corporation, (hereinafter referred to as the "Contractor") (collectively, the "Parties").

RECITALS

A. The County of Orange has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development (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

B. The County of Orange and Participating Cities (of which the City is a member) previously entered into a Cooperation Agreement dated July 1, 2009, as amended, in which the parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activities; and

C. On August 15, 2012, the CITY entered into a separate contract with the County of Orange for the period July 1, 2012 - June 30, 2013 (CDBG-CFDA Number 14.218, File # 613031, entitled "Contract Between County of Orange and City of Laguna Hills for Housing Rehabilitation-Aliso Meadows Rehabilitation Project) to receive Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 for the purpose of assisting the Aliso Meadows Rehabilitation Project which meets one of the HUD national objectives (the "Funding Contract"); and

D. On April 15, 2013, the City and Contractor entered into the Agreement entitled, City of Laguna Hills Community Development Block Grant Program Rehabilitation Services Contract (Program Year 2012-13) (hereinafter, the "Agreement"), for rehabilitation of 9 condominium units; and

E. On May 24, 2013, the City and County amended the Funding Contract to extend the term and milestones dates of the Funding Contract through December 31, 2013; and

F. On September 10, 2013, the City and the County approved a second amendment to the Funding Contract allocating an additional \$80,000.00 for the Aliso Meadows Rehabilitation Project for Program Year 2013-2014, including the rehabilitation of an additional 6 units through June 30, 2014.

GDM

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

AMENDMENT

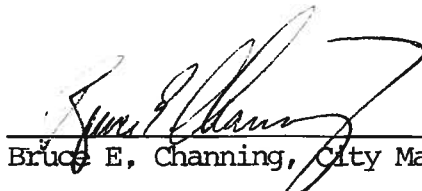
1. Term and Conditions.
 - a. Time for Performance. Section II of the Agreement, Time for Performance, is amended to extend the performance term through June 30, 2014.
 - b. Scope of Services. Furthermore, Section I.A.1(a) of the Agreement, Scope of Services, is amended to add an additional 6 condominium units for rehabilitation pursuant to the terms and milestones identified in the Second Amendment to the Funding Contract, which is attached hereto as Attachment 1, and incorporated herein by reference, including all its exhibits and attachments.
2. Funding. Section I.B of the Agreement, Budget, is hereby increased by \$80,000.00 for a total not to exceed amount of \$242,000 (Two Hundred Forty-Two Thousand Dollars) to provide for the rehabilitation of the additional 6 condominium units.
3. Full Force and Effect: This Amendment is supplemental to the Agreement and is by reference made a part of said Agreement. All the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provision of this Amendment shall in all respects govern and control.
4. Corporate Authority: The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF LAGUNA HILLS
A Municipal corporation

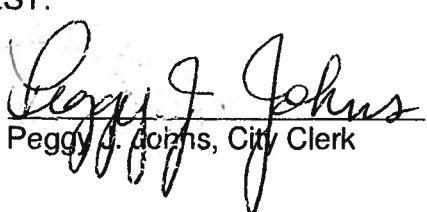
By:


Bruce E. Channing, City Manager

Dated: 12/11/2013

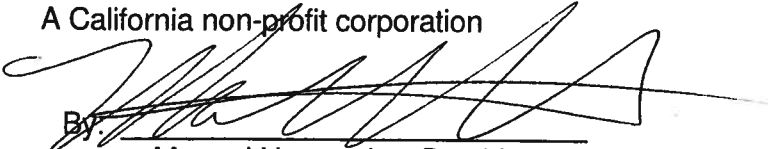
ATTEST:

By:


Peggy J. Johns, City Clerk

ALISO MEADOWS CONDOMINIUM
ASSOCIATION
A California non-profit corporation

By:

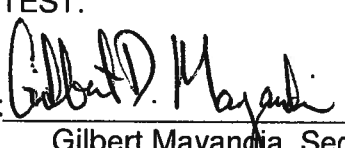

Manuel Hernandez, President

Date:

12-10-2013

ATTEST:

By:


Gilbert Mayandia, Secretary

12/10/2013



Attachment #3

**Amendment No. 2 CDBG Rehabilitation Services Contract
Aliso Meadows Rehabilitation Project
FY14-15**

**AMENDMENT NO. 2
TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REHABILITATION SERVICES CONTRACT
Aliso Meadows Rehabilitation Project
(Program Year 2014-2015)**

THIS SECOND AMENDMENT to the CDBG Rehabilitation Services Contract—Aliso Meadows Rehabilitation Project (the "Amendment") is made and entered into to be effective on the ___ day of August, 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation (hereinafter referred to as the "City"), and ALISO MEADOWS CONDOMINIUM ASSOCIATION, a non-profit corporation, (hereinafter referred to as the "Contractor") (collectively, the "Parties").

RECITALS

A. The County of Orange has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development (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

B. The County of Orange and Participating Cities (of which the City is a member) previously entered into a Cooperation Agreement dated July 1, 2005, as amended, in which the parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activities; and

C. On August 15, 2012, the CITY entered into a separate contract with the County of Orange for the period July 1, 2012 - June 30, 2013 (CDBG-CFDA Number 14.218, File # 613031, entitled "Contract Between County of Orange and City of Laguna Hills for Housing Rehabilitation-Aliso Meadows Rehabilitation Project) to receive Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 for the purpose of assisting the Aliso Meadows Rehabilitation Project which meets one of the HUD national objectives (the "Funding Contract"); and

D. On April 15, 2013, the City and Contractor entered into the Agreement entitled, City of Laguna Hills Community Development Block Grant Program Rehabilitation Services Contract (Program Year 2012-13) (hereinafter, the "Agreement"), for rehabilitation of 9 condominium units; and

E. On May 24, 2013, the City and County amended the Funding Contract (first amendment) to extend the term and milestones dates of the Funding Contract through December 31, 2013; and

F. On September 10, 2013, the City and the County approved a second amendment to the Funding Contract allocating an additional \$80,000.00 for the Aliso Meadows Rehabilitation Project for Program Year 2013-2014, including the rehabilitation of an additional 6 units through June 30, 2014; and

G. On July 1, 2014, the City and County amended the Funding Contract (third amendment) to extend the term and milestones dates of the Funding Contract through December 31, 2014; and

H. On July 1, 2014, the City and the County approved a fourth amendment to the Funding Contract allocating an additional \$80,000.00 for the Aliso Meadows Rehabilitation Project for Program Year 2014-2015, including the rehabilitation of an additional 6 units through June 30, 2015.

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

AMENDMENT

1. Term and Conditions.
 - a. Time for Performance. Section II of the Agreement, Time for Performance, is amended to extend the performance term through June 30, 2015.
 - b. Scope of Services. Furthermore, Section I.A.1(a) of the Agreement, Scope of Services, is amended to add an additional 6 condominium units for rehabilitation pursuant to the terms and milestones identified in the Fourth Amendment to the Funding Contract, which is attached hereto as Attachment 1, and incorporated herein by reference, including all its exhibits and attachments.
2. Funding. Section I.B of the Agreement, Budget, is hereby increased by \$80,000.00 for a total not to exceed amount of \$322,000 (Three Hundred Twenty-Two Thousand Dollars) to provide for the rehabilitation of the additional 6 condominium units.
3. Full Force and Effect: This Amendment is supplemental to the Agreement and is by reference made a part of said Agreement. All the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provision of this Amendment shall in all respects govern and control.
4. Corporate Authority: The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF LAGUNA HILLS
A Municipal corporation

ALISO MEADOWS CONDOMINIUM
ASSOCIATION, A California non-profit
corporation

By: _____
Bruce E. Channing, City Manager

Dated: _____

ATTEST:

By: _____
Peggy J. Johns, City Clerk

By:  _____
Jagtinder Dang, President

Date: 7/17/2014

ATTEST:

By:  _____
Gilbert Mayandia, Secretary



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

ISSUE: 2014 FOURTH OF JULY POST EVENT REPORT

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

SUMMARY:

The City of Laguna Hills held the annual Fourth of July celebration at the Laguna Hills Sports Complex on Friday, July 4, 2014. The special event took place between the hours of 4:00 p.m. and 9:30 p.m. and included a number of activities in addition to the fireworks show. Fireworks America provided an excellent fireworks display with a duration of 20 minutes. Expenditures for the 2014 Fourth of July Celebration totaled \$54,298. Net costs for the event totaled \$49,111, when factoring in \$4,087 in ticket sales revenue and \$1,100 in vendor booth rentals revenue.

BACKGROUND:

Staff is estimating that more than 10,000 people attended the City of Laguna Hills' annual Fourth of July event this year. The 2014 Fourth of July event once again included carnival rides, games, informational and food booths, and entertainment. Total ticket sales revenue was \$4,087 for the two carnival rides. The Laguna Hills non-profit groups that sold food and other items informed staff that they were very pleased with their total profits. The non-profit vendors that participated in this year's event were:

- Boy Scout Troop 1602: Pizza and B-B-Q Corn
- LHHS Music Boosters: Nachos, Churros, and Candy
- Armenian Festival: Kebabs and Sandwiches
- Festival Singers: Hot Dogs
- LHHS Football Boosters: Drinks
- AYSO Region 1422: Chili and Cornbread

- LH NJB: Hamburgers
- LHHS Water Polo Boosters: Shaved Ice
- LHHS Lacrosse Boosters: Iced Coffee and Cupcakes
- LHHS Mandarin Club: Boba Milk Tea

After three years of issues with the fireworks display, staff was very pleased with this year's show, provided by Fireworks America. As the City Council may recall, staff arranged for a 4-6 minute back-up show to be in place, in the event that a mishap occurred with the primary show. As there were no issues with the first 16 minute display, the back-up show was fired immediately after the primary display concluded. The full fireworks show lasted 20 minutes, included nearly 1,400 shells, and had a total cost of \$32,500.

A highlight of the 2014 event was the presence of Marines from the 1st Division. At the request of the 3/5 Support Committee several Marines attended the event, bringing with them static displays including vehicles, weapons and other equipment.

As the City Council may recall, the firing location for the fireworks display was moved away from the high school buildings at the direction of OCFA. This year the firing location was the grass area between the football field and the baseball field. On Saturday, July 5, 2014, City staff walked the campus and found that shells and debris had fallen on the track and football field, however, the pool area was free from debris. A total of ten Community Services staff members were on the Laguna Hills High School campus on July 5, clearing firework debris. In addition, City staff arranged with Sunset Property Services to provide a street sweeper and staff to assist in the clean-up of the campus.

FISCAL IMPACT:

The adopted budget for FY 2014-2015 includes \$53,750 for the City's 2014 Fourth of July Celebration event. Expenditures for the 2014 Fourth of July Celebration totaled \$54,298. Net costs for the event totaled \$49,111, which accounts for \$4,087 in ticket sales revenue and \$1,100 in vendor booth rentals revenue. A nominal expense may be added to the overall total for SVUSD clean-up efforts of firework debris in areas that City staff could not access (e.g. roof areas). This expense is not currently represented in the figures presented in this staff report.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

**ISSUE: CONTRACT WITH AGE WELL SENIOR SERVICES FOR COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2014/2015**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CONTRACT
BETWEEN AGE WELL SENIOR SERVICES AND THE CITY OF LAGUNA HILLS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2014/2015
AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.**

SUMMARY:

Staff was once again advised of the availability of federal Community Development Block Grant (CDBG) funding for "Public Facilities and Improvements" for Fiscal Year 2014/2015 and subsequently submitted an application on behalf of the Florence Sylvester Senior Center in the amount of \$75,000. For Fiscal Year 2014/2015, the City of Laguna Hills has been awarded the full requested amount to assist Age Well Senior Services (AWSS) in completing a number of improvements at the Florence Sylvester Senior Center.

Staff recommends that the City Council approve the contract with AWSS documenting the use and limitations associated with the funds and authorize the City Manager to execute the contract.

BACKGROUND:

The County of Orange is responsible for administering all programs, including the CDBG program, for those cities who participate in the Urban County Program. The Urban County consists of the unincorporated areas of Orange County, and the cities which are "non-entitlement" cities. "Non-entitlement" cities are those with a population under 50,000. Currently, there are thirteen cities in the county that must utilize the Urban County Program in order to access these funds, which are allocated on a competitive basis.

For Fiscal Year 2014/2015, the City of Laguna Hills has been awarded \$75,000 in CDBG funds the following project:

Florence Sylvester Senior Center

The Florence Sylvester Senior Center provides a variety of services to the elderly/frail elderly population of the community. Because of the high number of elderly/frail population that utilize the Center on a daily basis and the high visibility of the Center, staff is requesting funds for the following improvements: (1) removal of landscaping on the south side of the building and replacing it with hardscape to create safe staging area for Meals on Wheels program; (2) purchase and install audio/video equipment for educational presentations; and (3) remove all fluorescent light fixtures and replace with energy-efficient fixtures to reduce energy consumption. These improvements will assist in increasing the Center's sustainability and accessibility, while simultaneously reducing costs.

At its July 8, 2014, City Council meeting, the City Council approved a contract with the County of Orange for utilization of the grant funds.

Approval of the attached contract with AWSS commits AWSS to spend the CDBG funds consistent with any applicable federal, State, and county laws and regulations. Funds must be spent only on eligible projects and City staff, along with AWSS' staff, must complete the documentation and reporting requirements associated with expenditure of the funds.

FISCAL IMPACT:

In accordance with the application submitted by the City of Laguna Hills to the County of Orange, the City agrees to commit in-lieu staff time totaling approximately \$11,000. No other commitment of General Fund monies is required.

CEQA FINDINGS:

The Florence Sylvester Senior Center Rehabilitation 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.

ATTACHMENTS:

- Agreement with Age Well Senior Services for FY 2014/2015 CDBG Funds

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 2014/2015)

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

This **AGREEMENT** is made and entered into the _____ day of _____, 2014.

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, 2012, 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 2014-2015 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, 2014 - June 30, 2015 with the County of Orange (Contract No. 14-22-0004, entitled "Contract Between County of Orange and City of Laguna Hills for Public Facilities & Improvements Florence Sylvester Senior Center Rehabilitation", 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 Senior Center rehabilitation project which meets one of the HUD National Objectives, and

WHEREAS, Contract No. 14-22-0004 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 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 2014/2015 CDBG Project described herein in a manner satisfactory to the City and consistent with any and all applicable standards, including this Agreement, Contract No. 14-22-0004, 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 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. 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 \$75,000 (seventy five 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. 14-22-0004.

C. Work Schedule

Reimbursable activities per this Agreement may begin on the effective date of this Agreement, and shall end on June 30, 2015. 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.14-22-0004. 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, 2015. 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, 2015. If Sub-recipient does not expend all funds by June 30, 2015, 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, 2015. 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.14-22-0004, 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
Office of the City Manager
25035 El Toro Road
Laguna Hills, California 92653
Attn: Melissa Au-Yeung, Senior Management Analyst

Sub-recipient

Age Well Senior Services, Inc.
24300 El Toro Road, Building A
Laguna Woods, CA 92637
Attn: Marilyn Ditty, 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 14-22-0004, 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, in particular Section 31 of Contract No. 14-22-0004. 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 2014/2015.

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 July 1, 2014, and ending June 30, 2015. Quarterly Reports shall be filed with the City fifteen (15) days before: December 15, 2014, January 15, 2015, and March 15, 2015. 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. 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, 2020. 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, 2015).

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, 2014 and ending June 30, 2015, 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 ACTIVITES

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: _____
Bruce Channing, City Manager

ATTEST:

By: _____
Peggy J. Johns, City Clerk

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

By: _____
Jim Cherrie, President

Date: _____

By: _____
Ron Widick, Secretary

Date: _____

By: _____
Marilyn Ditty,
Chief Executive Officer

Date: _____

EXHIBIT A
COUNTY OF ORANGE
OC COMMUNITY RESOURCES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PUBLIC FACILITIES AND IMPROVEMENTS
PROGRAM YEAR 2014/2015

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF LAGUNA HILLS
FOR
PUBLIC FACILITIES & IMPROVEMENTS
FLORENCE SYLVESTER SENIOR CENTER REHABILITATION

CDBG – CFDA NUMBER 14.218



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AGREEMENT

This Agreement, 14-22-0004 PFI hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2606; hereinafter referred to as "COUNTY," and the City of Laguna Hills, a municipal corporation, in the State of California, located at 24035 El Toro Road, Laguna Hills, CA 92653-3103, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

This Agreement, hereinafter referred to as CONTRACT, is entered into on _____.

RECITALS

This CONTRACT is made with reference to the following facts, among others:

WHEREAS, 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 programs meeting one of the HUD national objectives; and

WHEREAS, a Grant Agreement between HUD and the County of Orange has been entered; and

WHEREAS, COUNTY and Participating Cities previously entered into a Cooperation Agreement dated July 1, 2012 as amended, in which both PARTIES agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activity; and

WHEREAS, SUBRECIPIENT has submitted to COUNTY an application for funding under FY 2014-15 Public Facilities & Improvements Request For Proposal and activity was deemed eligible for funding; and

WHEREAS, COUNTY adopted its FY 2014-15 Annual Action Plan, (hereinafter referred to as "Annual Action Plan"), including any substantial amendments, which sets forth the PROGRAM described herein; and

WHEREAS, 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; and

WHEREAS, COUNTY approved an allocation of \$75,000.00 (Seventy-Five Thousand Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2014-15 under Job Number KC14081 / IDIS Number 2081; and

WHEREAS, HUD has accepted and certified the aforementioned ANNUAL ACTION PLAN; and

WHEREAS, COUNTY engages SUBRECIPIENT to assist COUNTY in utilizing aforesaid funds:

NOW, THEREFORE, the PARTIES mutually agree as follows:

DEFINITIONS

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

1. HUD: United States Department of Housing and Urban Development.
2. OC COMMUNITY RESOURCES (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
3. DIRECTOR: DIRECTOR of OC Community Resources, or designee.
4. PROGRAM INCOME: The gross income received by SUBRECIPIENT directly generated from the use of the subject program funds.
5. 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.
6. 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.)
7. PROJECT: Any site or sites, including buildings, and/or activities assisted with federal program funds.
8. OMB: Federal Office of Management and Budget.
9. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
10. 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.
11. 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.
12. 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)
13. 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.

14. **SUBSTANTIAL AMENDMENT:** The following criteria will be used by the COUNTY – if any one criteria applies, a substantial amendment will be required:
 - 14.1 A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - 14.2 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
 - 14.3 An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
 - 14.3.1 An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount; or
 - 14.3.2 An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.
15. **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.
16. **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.

ARTICLES

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure 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 be effective from July 1, 2014 through June 30, 2015, unless otherwise terminated by the COUNTY. The term of this CONTRACT may be extended upon mutual agreement of the PARTIES in writing in accordance with paragraph 2.2.
 - 2.1 Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning July 1, 2014. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2015.
 - 2.2 Housing Rehabilitation CONTRACTS and Public Facilities & Improvement CONTRACTS.
 - 2.2.1 SUBRECIPIENT may be eligible to request additional funding up to the maximum set forth in the applicable FY 2014-15 Annual Action Plan if SUBRECIPIENT meets or exceeds any one of the Required Expenditure Thresholds at 50%, 70% or 80% on or prior to the milestone date as set forth in paragraph 22.3.3.

- 2.2.2 If additional funding is available for allocation to SUBRECIPIENT, SUBRECIPIENT and COUNTY shall first amend the *SUBRECIPIENT SCOPE OF SERVICES* component of this CONTRACT. Furthermore, SUBRECIPIENT shall demonstrate, to the satisfaction of DIRECTOR that the required Performance Expenditure and Accomplishment Thresholds set forth in paragraph 24.3 will continue to be met before such extension and additional allocation shall be granted.
- 2.2.3 CONTRACT Extension
- 2.2.3.1 The term of this CONTRACT and the provisions herein may be extended to cover an additional time period as specified herein.
- 2.2.3.2 The date for PROJECT completion and expenditure of all funds may be extended by the DIRECTOR without further action by the BOARD for a period not to exceed six (6) months from June 30, 2015. For all extensions, the deadline for submittal of invoices shall be forty-five (45) days after the new expiration date.
- 2.2.3.3 CONTRACT extension provisions are not applicable to PROGRAM ADMINISTRATION activities.
- 2.3 Housing Rehabilitation CONTRACTS and Public Services CONTRACTS may not be renewed. ~~on the same terms, conditions, and scope of services for up to two (2) individual consecutive one year periods upon mutual written agreement by the COUNTY and SUBRECIPIENT.~~
3. **Contingency of Funds:** SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by Federal, State of California or local Government funds to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.
- 3.1 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.
4. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.
5. **Adjustments – Scope of Services:** No adjustments made to the scope of services will be authorized without prior written approval of the COUNTY assigned Purchasing Agent.

6. **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 with the SUBRECIPIENT's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT's ability to deliver services, or the program schedule, the SUBRECIPIENT shall give the COUNTY written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the 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 Purchasing Agent, shall require the mutual consent of all PARTIES, and may prohibit the SUBRECIPIENT from proceeding with the work as set forth in this CONTRACT.

7. **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:

Terminate the CONTRACT immediately, pursuant to paragraph K and paragraphs 28 through 30 herein;

Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;

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.

8. **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.

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 relatives; sub-tier SUBRECIPIENTS; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

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.

- 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 or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
- 12. Contingent Fees:** The SUBRECIPIENT warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the SUBRECIPIENT or bona fide established commercial or selling agencies maintained by the SUBRECIPIENT for the purpose of securing business.

For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the SUBRECIPIENT.

- 13. Bankruptcy/Insolvency:** If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.

14. SUBRECIPIENT's Project Manager and Key Personnel:

SUBRECIPIENT shall appoint a 'SUBRECIPIENT Project Manager' to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the SUBRECIPIENT Project Manager shall be provided to the COUNTY. If there be a SUBRECIPIENT Project Management change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

- 15. 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.
- 16. County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- 16.1 In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
 - 16.2 In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - 16.3 A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and
 - 16.4 A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

- 17. EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc 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 as set forth in Exhibit A., attached hereto and incorporated herein by reference.

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 contractors. An independent contractor 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 www.edd.ca.gov/txicr.htm.

- 18. 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.
- 19. SUBRECIPIENT's Responsibilities:** The SUBRECIPIENT shall:
- 19.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.
- 20. Business License:** At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.
- 21. Substantial Amendments:**
- 21.1 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 and SUBRECIPIENT.
- 21.2 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 Participating process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.
- 22. Payment Requirements:**
- 22.1 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 to SUBRECIPIENT attached hereto and incorporated herein by reference.
- 22.2 COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.

22.3 Payment of Project Activities:

22.3.1 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 July 1, 2014, and must provide adequate documentation as required by COUNTY in accordance with the *OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY*, as set forth in Exhibit B., 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.

22.3.2 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.

22.3.3 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>
January 15 th	50% of Contracted Amount Expended
March 15 th	70% of Contracted Amount Expended
April 15 th	80% of Contracted Amount Expended

22.3.4 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.

22.4 Funds shall not be disbursed for any costs incurred prior to the certification by COUNTY and HUD of Certificate(s) of Insurance and environmental compliance as further defined in paragraph P and paragraph 33 of this CONTRACT. Additionally, no funds shall be disbursed prior to submittal of certified payroll documentation to COUNTY with each invoice package/request for payment, as further defined in Paragraph 33.

22.5 Readiness – for Housing Rehabilitation and Public Facilities & Improvement 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 September 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 "Required Expenditure Thresholds" as set forth in paragraph 24.3. SUBRECIPIENT acknowledges that said Project Readiness Checklist may be considered to evaluate the performance of the SUBRECIPIENT.

23. Program Income

- 23.1 SUBRECIPIENT shall comply with regulations set forth in 24 CFR 570.504, as well as all applicable State or COUNTY regulations concerning the reporting and payment procedures for program income.
- 23.2 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.
- 23.3 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.
- 23.4 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.

24. Performance:

- 24.1 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.
- 24.2 SUBRECIPIENT shall comply with all applicable HUD regulations, as described in paragraph 35 General Administration 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.
- 24.3 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 DIRECTOR.

Milestone Date

Minimum Required Expenditure Threshold

January 15th

50% of Contracted Amount Expended
50% of Proposed Accomplishments Met

March 15th

70% of Contracted Amount Expended
70% of Proposed Accomplishments Met

April 15th

80% of Contracted Amount Expended
80% of Proposed Accomplishments Met

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the DIRECTOR, 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.

- 24.4 SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.
- 24.5 Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in paragraph 2. 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.
- 24.6 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.
- 24.7 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.
- 24.8 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.

25. Performance Monitoring:

- 25.1 Performance Monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.

- 25.2 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.
- 25.3 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 paragraph 39 of this CONTRACT.

26. Disputes – CONTRACT:

- 26.1 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 Purchasing Agent by way of the following process:
- 26.1.1 The SUBRECIPIENT shall submit to the agency/department assigned COUNTY Purchasing Agent 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.
- 26.1.2 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.
- 26.2 Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to diligently proceed with the provision of services under this CONTRACT. 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 COUNTY Purchasing Agent or his designee. If the COUNTY fails to render a decision within ninety (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 as stated in paragraph K herein.

- 27. 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 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.

- 28. Termination – Convenience of the COUNTY:** The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY's interest. The agency/department assigned buyer shall terminate the CONTRACT by delivering to the SUBRECIPIENT a written notice of termination specifying the extent of the termination and the effective date thereof. The PARTIES agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the SUBRECIPIENT shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The SUBRECIPIENT shall:

- 28.1 Stop work as specified in the notice of termination;
- 28.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;
- 28.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;
- 28.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
- 28.5 As directed by the assigned buyer transfer title and deliver to the COUNTY (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the CONTRACT had been completed, would be required to be furnished to the COUNTY;
- 28.6 Complete performance of the work not terminated; and
- 28.7 Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the SUBRECIPIENT and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

At the completion of the SUBRECIPIENT's termination efforts, the SUBRECIPIENT may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the SUBRECIPIENT shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the COUNTY.

The SUBRECIPIENT shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the SUBRECIPIENT within the ninety-day (90-day) period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension. The SUBRECIPIENT and the COUNTY may agree upon the whole or any part of the amount to be paid

because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the SUBRECIPIENT paid the agreed amount.

If the SUBRECIPIENT and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the SUBRECIPIENT the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above:

28.8 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and

28.9 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

The SUBRECIPIENT shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

The SUBRECIPIENT shall have the right to appeal, under the COUNTY's protest procedure, any determination made by the COUNTY, except that if the SUBRECIPIENT failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.

In arriving at the amount due the SUBRECIPIENT under this clause, there shall be deducted:

28.10 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;

28.11 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and

28.12 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.

If the termination is partial, the SUBRECIPIENT may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the SUBRECIPIENT for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by agency/department.

The COUNTY may:

28.13 Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the SUBRECIPIENT for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the contractor will be entitled; and

28.14 If the total payments exceed the amount finally determined to be due, the SUBRECIPIENT shall repay the excess to the COUNTY upon demand.

In determining the amount payable to the SUBRECIPIENT and notwithstanding any other provision, if it appears that the SUBRECIPIENT would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

Unless otherwise provided in this CONTRACT or by statute, the SUBRECIPIENT shall maintain all records and documents relating to the terminated portion of this CONTRACT for five (5) years after final settlement. This includes all books and other evidence bearing on the SUBRECIPIENT's costs and expenses under this CONTRACT. The SUBRECIPIENT shall make these records and documents available to the COUNTY, at the SUBRECIPIENT's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

29. Termination – Orderly: After receipt of a termination notice from the County of Orange, the SUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (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 plus 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 execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

30. Stop Work: The COUNTY may, at any time, by written stop work order to the SUBRECIPIENT, require the SUBRECIPIENT to stop all or any part of the work called for by this CONTRACT for a period of 90 days after the stop work order is delivered to the SUBRECIPIENT and for any further period to which the PARTIES may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the SUBRECIPIENT shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the SUBRECIPIENT or within any extension of that period to which the PARTIES shall have agreed, the COUNTY shall either:

30.1 Cancel the stop work order; or

30.2 Terminate work covered by the stop work order as provided for in the termination for default or the termination for convenience clause of this CONTRACT.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the SUBRECIPIENT shall resume work. The COUNTY shall make an equitable adjustment in the delivery schedule, the CONTRACT price, or both, and the CONTRACT shall be modified in writing accordingly if:

- 30.3 The stop work order results in an increase in the time required or in the SUBRECIPIENT's cost properly allocable to the performance of any part of this CONTRACT; and
- 30.4 The SUBRECIPIENT asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the COUNTY decides the facts justify the action, the COUNTY may receive and act upon a proposal submitted at any time before final payment under this CONTRACT.
- If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination - Convenience of COUNTY," the COUNTY shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the COUNTY shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
- An appropriate equitable adjustment may be made in any related CONTRACT of the SUBRECIPIENT that provides for adjustment and is affected by any stop work order under this clause. The COUNTY shall not be liable to the SUBRECIPIENT for loss of profits because of a stop work order issued under this clause.
- If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the PARTIES hereto.

31. Federal Administrative Requirements:

31.1 Financial Management:

- 31.1.1 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.
- 31.1.2 Cost Principles: SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State and Local Governments" (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.

31.2 Civil Rights

Compliance

- 31.2.1 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 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.

31.2.2 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.

31.2.3 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.

31.3 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 C., attached hereto and incorporated herein by reference. The SUBRECIPIENT will:

31.3.1 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).

31.3.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

31.3.2.1 The dangers of drug abuse in the workplace;

31.3.2.2 The SUBRECIPIENT's policy of maintaining a drug free workplace;

31.3.2.3 Any available counseling, rehabilitation, and employee assistance programs; and

31.3.2.4 Penalties that may be imposed upon employees for drug abuse violations.

31.3.3 Provide as required by Government Code Section 8355(c) that every employee who works under this CONTRACT:

31.3.3.1 Will receive a copy of the company's drug-free policy statement; and

31.3.3.2 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:

31.3.3.3 The SUBRECIPIENT has made false certification, or

31.3.3.4 The SUBRECIPIENT violates the certification by failing to carry out the requirements as noted above.

31.4 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.

31.5 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.

31.6 Employment Restrictions:

31.6.1 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.

31.6.2 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.

31.6.3 Employee Rights

Federal Minimum Wage

31.6.3.1 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.

31.6.4 California Minimum Wage

31.6.4.1 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.

31.7 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.

- 31.8 **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. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).
- 31.9 **Anti-Lobbying:** SUBRECIPIENT certifies that:
- 31.9.1 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, 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
 - 31.9.2 SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and
 - 31.9.3 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.
- 31.10 **Audits:** If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed \$500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133-Revised, 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 \$500,000. 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 Code.

31.11 Modifications/Transfers of Real Property:

- 31.11.1 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.
- 31.11.2 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:
 - 31.11.2.1 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,
 - 31.11.2.2 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 33.11.2.1 above.

31.12 Labor Standards

- 31.12.1 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.
- 31.12.2 SUBRECIPIENT will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.
- 31.12.3 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.
- 31.12.4 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 contractors 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 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.

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

31.13 California Labor Code Compliance

31.13.1 If 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.

31.13.2 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.

31.14 Economic Opportunities

31.14.1 Compliance

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 contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the contractor'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)."

32. Environmental Conditions:

- 32.1 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.
- 32.2 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.
- 32.3 SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.
- 32.4 **Air and Water:** SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:
- 32.4.1 Clean Air Act, 42 U.S.C., 1857, et seq.
- 32.4.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.
- 32.4.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.
- 32.5 **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.
- 32.6 **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.
- 32.7 **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.
- 32.8 **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.

33. General Administration:

- 33.1 **Fair Housing:** SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 570.904.
- 33.2 **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.

33.3 Records to be Maintained: SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not be limited to:

- 33.3.1 Records providing a full description of each activity undertaken;
- 33.3.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- 33.3.3 Records required to determine the eligibility of activities;
- 33.3.4 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- 33.3.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 33.3.6 Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
- 33.3.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 33.3.8 Retention: SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this CONTRACT 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. Records for non-expendable property acquired with funds under this CONTRACT shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

33.4 Client Data

- 33.4.1 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.
- 33.4.2 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.

- 33.5 **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 24 CFR 570.505.
- 33.6 **Close-Out:** 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 24 CFR 570.509 and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of paragraph 24.3.4 above, and documentation; disposing of program assets (including the return to COUNTY of all unused materials and equipment); remitting any program income balances and receivable accounts to COUNTY, and determining the custodianship of records.
- 33.7 **Equipment:** SUBRECIPIENT shall use, manage and dispose of equipment in accordance with 24 CFR 85.32 and 24 CFR 570.502.
- 33.8 **Subcontracts:**
- 33.8.1 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.
- 33.8.2 SUBRECIPIENT shall assume responsibility for all subcontracted services to assure CONTRACT compliance.
- 33.8.3 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.
- 33.8.4 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.
- 33.9 **Relocation:**
SUBRECIPIENT shall, in all matters relating to the project:
- 33.9.1 Take all reasonable steps to minimize displacement by providing tenants reasonable opportunity to lease and occupy dwelling units in the project being improved; and,
- 33.9.2 Submit to COUNTY a Plan outlining financial and advisory assistance in securing temporary housing for any eligible tenant who is temporarily or permanently relocated due to the project.
- 33.9.3 Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Uniform Relocation Act/URA, 49 CFR Part 24 and 24 CFR 570.606 for persons displaced by the project; and

33.9.4 Have in effect and follow a residential anti-displacement and relocation plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in conjunction with any activity assisted with funding under the subject project.

34. 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 agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's Project Manager.

35. 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' Project Managers' 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: County of Orange
OC Community Resources
1770 North Broadway
Santa Ana, CA 92706-2606

For SUBRECIPIENT: City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653-3103

36. 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.

37. 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 articles of this CONTRACT, and then the exhibits and attachments.

- 38. 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.
- 39. 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 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.
- 40. Signature in Counterparts:** The PARTIES agree that separate copies of this CONTRACT 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.

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 trial to another COUNTY.
- B. Entire CONTRACT:** This CONTRACT, including Attachments A, B, C, D, and E and Exhibits A, B, C and D which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT either in writing or by the shipment of any article or other commencement of performance hereunder, 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 Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- 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. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed scope of services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its indemnittees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- 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 "P" below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnittees 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, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** 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 or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-contract 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 sub-SUBRECIPIENTS 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 all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any 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 obligations.
- 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. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.
- N. **Independent Contractor:** SUBRECIPIENT shall be considered an independent CONTRACTOR and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** SUBRECIPIENT shall perform 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 services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTS.

P. **Insurance:**

Insurance Provisions

Prior to the provision of services under this CONTRACT, the SUBRECIPIENT agrees to purchase all required insurance at SUBRECIPIENT's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this CONTRACT. In addition, all sub-SUBRECIPIENTS 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.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate

of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management.

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 licensed to do business in the state of California (California Admitted Carrier) or have 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**

If the insurance carrier is not an admitted carrier in the state of California and 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:

Coverage	Minimum Limits
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
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$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 2010 or CG 2033 or a form at least as broad naming the COUNTY of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement 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.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this CONTRACT shall give the County of Orange 30 day notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If SUBRECIPIENT's Professional Liability policy is a "claims made" policy, SUBRECIPIENT shall agree to maintain professional liability coverage for two years following completion of 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 to OC Community Resources/Contract Development and Management, award may be made to the next qualified applicant.

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 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.

- ~~Q. **Bills and Liens:** SUBRECIPIENT shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. SUBRECIPIENT shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SUBRECIPIENT shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.~~
- R. **Changes:** SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. **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, 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 COUNTY.
- T. **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 thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.
- U. **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.
- V. **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 "P" above, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- ~~W. **Freight (F.O.B. Destination):** SUBRECIPIENT assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.~~
- X. **Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. **Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby

expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.

- Z. Terms and Conditions:** SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. 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.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.
- EE. 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 has 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 affect the purpose of the PARTIES and this CONTRACT.
- FF. Authority:** The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. 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, consultants and sub-subrecipient's 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 employee, consultants and sub-SUBRECIPIENTS for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the

COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the COUNTY or both 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.

HH. **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.

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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: _____	By: _____
Name: _____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Date: _____	Date: _____

*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

By: _____	Date: _____
Steve Franks, Director OC Community Resources	



ATTACHMENT A

1. **Scope of Services**

A. HUD Matrix Code / Activity:

03A Senior Centers / 570.201 (c)

B. Project Title:

Florence Sylvester Senior Center Rehabilitation

C. Program Description:

The City of Laguna Hills will use CDBG funds to remove landscaping on the south side of the center and replace it with hardscape to create a safe staging area for the Meals on Wheels program; Upgrade the ability for the center to conduct educational presentations; and remove the out dated fluorescent lighting fixtures and replace them with energy-efficient fixtures to reduce energy consumption, thereby increasing sustainability while simultaneously decreasing overall costs at the center.

D. Project Need:

The Florence Sylvester Senior Center provides a number of vital services to the elderly/frail elderly population of the community. Currently, over 300 elderly persons are served on a daily basis. This project is needed to increase the sustainability of the Center while decreasing overall costs, thereby resulting in continued and increased accessibility to the Center for the elderly/frail elderly.

E. Low/Mod Neighborhood Preservation:

The Florence Sylvester Senior Center addresses the needs of the elderly population in the community, which are predominantly low and moderate-income persons. In addition, these improvements provide a community benefit

by increasing the sustainability through the use of renewable energy technologies. 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. Improvement	Staging area
2. Improvement	On-going Educational programs
3. Improvement	Energy Efficiency
<u>Performance Objectives</u>	<u>Performance Outcomes</u>
1. Suitable Living Environment	Availability/Accessibility
2. Suitable Living Environment	Availability/Accessibility

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

<u>Outcomes</u>	<u>Job Number</u>
1 Public Facility	KC14081



ATTACHMENT B

Compensation/Payment

1. **COMPENSATION:**

This is a fixed fee price CONTRACT between the COUNTY and the SUBRECIPIENT for **\$75,000** 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 R 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 the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement 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 in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services 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.

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 N Broadway

Santa Ana, CA 92706,

Attention: Accounts Payable

4. INVOICING INSTRUCTIONS:

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

1. SUBRECIPIENT's name and address
2. SUBRECIPIENT's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment C)
9. SUBRECIPIENT's Federal I. D. number
10. Total

The responsibility for providing an acceptable invoice to the COUNTY for payment rests with the SUBRECIPIENT. Incomplete or incorrect invoices are not acceptable and will be returned to the SUBRECIPIENT for correction. The COUNTY's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

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



ATTACHMENT C

1. SUBRECIPIENT's Cost Proposal

A. Administration and Program Cost Proposal

Project Cost Budget Chart City of Laguna Hills – Florence Sylvester Senior Center Rehabilitation			
Project Costs/Activity	Urban County Funds	Leveraged Resources	Total
Design/Project Development	0	\$10,937	\$10,937
Acquisition	N/A	N/A	N/A
Construction	\$75,000	0	\$75,000
Total Project Cost	\$75,000	\$10,937	\$85,937

B. Detailed Project Cost Budget Description

There are two project activities associated with this project. Project design/project development encompasses the project implementation and administration necessary in order to successfully implement this project. This activity is actively carried out in the City Manager's Office and includes contract administration, project development, and necessary oversight. The construction project activity includes the following: removal landscaping on south side of the building and replacing it with hardscape; purchase and installation of audio/video equipment; and removal of existing fluorescent light fixtures and recess can lights and replacing them with energy efficient light fixtures.



ATTACHMENT D

1. Staffing Plan

Project Title: Florence Sylvester 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	Project Manager: Senior Management Analyst (City)
2	Don White	Assistant City Manager/Finance Director
3		
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 2014-15 has been responsible for the implementation of the City's past grant monies for

Contracts 613038, KC11981, 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, administrators and staff members' experience includes over 33 years in Public Administration, 22 years in City Management experience, 10 years in Community Development, and 32 years in Public Finance.

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 and FY 12-13 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.



ATTACHMENT E

1. **Project Schedule**

July 1 – CONTRACT Start Date

2. **Tools to Measure Project's Effect – Florence Sylvester Senior Center Rehabilitation**

Milestone Date	Minimum Required Expenditure/ Accomplishment Threshold	Activity Results Achieved
January 15th	50% of Contracted Amount Expended	\$37,500.00
	50% of Proposed Accomplishments Achieved	Design and/or installation
March 15th	70% of Contracted Amount Expended	\$52,500.00
	70% of Proposed Accomplishments Achieved	Construction and/or installation
April 15th	80% of Contracted Amount Expended	\$60,000.00
	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 Senior Center. With these improvements, the Florence Sylvester 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 noticeable as the Center's sustainability is improved and continued accessibility to the Center is improved. In addition, the Center will have the flexibility to better meet the needs of the elderly population of the community.

EXHIBIT B
SCOPE OF WORK

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR 2014/2015
SCOPE OF WORK**

Description of Activities

The construction project will focus on the rehabilitation of the Florence Sylvester Senior Center. Eligible costs for reimbursement include: a) Removal of landscaping on south side of the Center and replacing it with hardscape, b) purchase and installation of audio/video equipment and c) Removal of existing fluorescent light fixtures and replacing them with energy efficient light fixtures.

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 2014/2015) (hereinafter, "Agreement"), Contract No. 14-22-0004 (entitled "Contract Between County of Orange and City of Laguna Hills for Public Facilities & Improvements Florence Sylvester Senior Center Rehabilitation "), 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
Remove Landscaping & Add Hardscape	\$ 15,000
Purchase and Install A/V Equipment	\$ 15,000
Replace Light Fixtures	\$ 45,000
Total Project Cost	\$ 75,000

Milestones

MILESTONE DATE	MINIMUM REQUIRED EXPENDITURE THRESHOLD
January 15, 2014	50% of Contracted Amount Expended
March 15, 2015	70% of Contracted Amount Expended
April 15, 2015	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 5, 2015.

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, Volume 3]
 [Revised as of April 1, 2010]
 From the U.S. Government Printing Office via GPO Access
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TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 570 COMMUNITY DEVELOPMENT BLOCK GRANTS--Table of Contents

Subpart J Grant Administration

Sec. 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,''
 - (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,''
 - (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,''
 - (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

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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 Sec. 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 Sec. Sec. 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 Sec. 84.24, CDBG subrecipients shall follow Sec. 570.504;
 - (iv) Section 84.25, ``Revision of Budget and Program Plans'';
 - (v) Section 84.32, ``Real Property.'' In lieu of Sec. 84.32, CDBG subrecipients shall follow Sec. 570.505;
 - (vi) Section 84.34(g), ``Equipment.'' In lieu of the disposition provisions of Sec. 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 Sec. 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 Sec. 84.61, CDBG subrecipients shall comply with Sec. 570.503(b)(7); and
- (4) Subpart D--``After-the-Award Requirements,'' except for Sec. 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, Volume 3]
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TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 570 COMMUNITY DEVELOPMENT BLOCK GRANTS--Table of Contents

Subpart K Other Program Requirements

Sec. 570.600 General.

Source: 53 FR 34456, Sept. 6, 1988, unless otherwise noted.

(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 Sec. 570.405 and Sec. 570.440 with the exception of Sec. 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 Sec. 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]

[Code of Federal Regulations]
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PART 570 COMMUNITY DEVELOPMENT BLOCK GRANTS--Table of Contents

Subpart K Other Program Requirements

Sec. 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

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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]

[Code of Federal Regulations]
[Title 24, Volume 3]
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PART 570 COMMUNITY DEVELOPMENT BLOCK GRANTS--Table of Contents

Subpart K Other Program Requirements

Sec. 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]

[Code of Federal Regulations]
[Title 24, Volume 3]
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Subpart K_Other Program Requirements

Sec. 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]

[Code of Federal Regulations]
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Subpart K_Other Program Requirements

Sec. 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]

[Code of Federal Regulations]
[Title 24, Volume 3]
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Subpart K_Other Program Requirements

Sec. 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]

[Code of Federal Regulations]
[Title 24, Volume 3]
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Subpart K Other Program Requirements

Sec. 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

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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

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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]

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Subpart K Other Program Requirements

Sec. 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]

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Subpart K_Other Program Requirements

Sec. 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

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part 35, subparts A, B, J, K, and R of this part apply to activities
under this program.

[64 FR 50226, Sept. 15, 1999]

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Subpart K Other Program Requirements

Sec. 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]

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Subpart K Other Program Requirements

Sec. 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 Sec. 570.502.

\2\ See footnote 1 at Sec. 570.200(a)(5).

[60 FR 56916, Nov. 9, 1995]

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Subpart K Other Program Requirements

Sec. 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 Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 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

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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]

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Subpart K_Other Program Requirements

Sec. 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.

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Subpart K Other Program Requirements

Sec. 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 Sec. 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

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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]

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Subpart K Other Program Requirements

Sec. 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]

Subpart L [Reserved]

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

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Subpart C Eligible Activities

Sec. 570.200 General policies.

Source: 53 FR 34439, Sept. 6, 1988, unless otherwise noted.

(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 Sec. 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 Sec. 570.208(a) or under Sec. 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 Sec. 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 Sec. 570.420(d)(2). In determining the percentage of funds expended for such activities:

(i) Cost of administration and planning eligible under Sec. 570.205 and Sec. 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 Sec. 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 Sec. 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 Sec. 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

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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:

 \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

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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 Sec. 570.208(a)(1), (b), or (c); and

(iii) The requirements of Sec. 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 Sec. Sec. 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 Sec. 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 Sec. 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 Sec. 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 Sec. Sec. 570.205 and 507.206, 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

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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 Sec. 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

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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, Volume 1]
[Revised as of April 1, 2010]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR85.43]

[Page 514-515]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

PART 85 ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL

Subpart C Post-Award Requirements

Sec. 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.

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(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 Sec. 85.35).

[53 FR 8068, 8087, Mar. 11, 1988, as amended at 72 FR 73493, Dec. 27, 2007]

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2010]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR85.44]

[Page 515]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

PART 85 ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE
AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL

Subpart C Post-Award Requirements

Sec. 85.44 Termination for convenience.

Except as provided in Sec. 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 Sec. 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. 14-22-0004 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
Sexual Misconduct	\$1,000,000 per occurrence
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or 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 \$25,000 (\$5,000 for automobile liability) 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 Best's Rating) and VIII (Finance Size Category). 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
City Manager's Office
Attn: Melissa Au-Yeung, 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.

4. PLANNING AGENCY

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:29 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JUNE 24, 2014

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE JUNE 24, 2014, REGULAR MEETING BY M/AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER CARRUTH.
APPROVED BY A VOTE OF 5-0.**

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 CONDITIONAL USE PERMIT/PARKING USE PERMIT/SITE DEVELOPMENT PERMIT (CUP/PUP/SDP) NO. 5-14-2848, A REQUEST BY LA PAZ SHOPPING CENTER, L.P., TO CONSTRUCT A 2,000 SQUARE-FOOT PAD BUILDING WITH A DRIVE-THRU LANE, AND TO ESTABLISH A DRIVE-THRU DONUT AND COFFEE SHOP (DUNKIN' DONUTS) IN SAID BUILDING IN THE COURTYARD AT LA PAZ SHOPPING CENTER AT 25242 MCINTYRE STREET IN THE COMMUNITY COMMERCIAL (CC) ZONE

Chair Blount opened the Public Hearing.

Richard Finkel, Architect for the applicant, spoke on the project, and answered questions from Planning Agency Members.

Dane Clark, Laguna Hills resident, spoke in opposition of the project.

Joseph Hibbard, Laguna Hills resident, spoke in opposition of the project.

Alex Migliarini, Laguna Hills resident, spoke in favor of the project.

Santiago Moore, Laguna Hills resident, spoke in favor of the project.

Chair Blount closed the Public Hearing.

THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2014-07-08-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/PARKING USE PERMIT/SITE DEVELOPMENT PERMIT (CUP/PUP/SDP) NO. 5-14-2848, A REQUEST BY LA PAZ SHOPPING CENTER, L.P., TO CONSTRUCT A 2,000 SQUARE-FOOT PAD BUILDING WITH A DRIVE-THRU LANE, AND TO ESTABLISH A DRIVE-THRU DONUT AND COFFEE SHOP (DUNKIN' DONUTS) IN SAID BUILDING IN THE COURTYARD AT LA PAZ SHOPPING CENTER AT 25242 MCINTYRE STREET IN THE COMMUNITY COMMERCIAL (CC) ZONE, AMENDED TO MODIFY CONDITION NO. 16 TO REMOVE THE SENTENCE; "*OR TO ADDRESS PARKING AND/OR CIRCULATION INSUFFICIENCIES, ISSUES, COMPLAINTS, OR PROBLEMS RELATIVE TO ENSURING ADEQUATE PARKING AND CIRCULATION ON THE SUBJECT PROPERTY IN CONNECTION WITH THE PERMIT;*" AND ADD CONDITION NO. 16A, BY M/AGENCY MEMBER KOGERMAN, S/VICE CHAIR GILBERT.
APPROVED BY A VOTE OF 5-0.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council Meeting at 9:55 PM. All Council Members were present.

The balance of the Agenda was taken out of order by Mayor Blount.

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

7.1 COUNCIL MEMBER KOGERMAN

7.1.2 LETTER FROM THE CITY TO MR. DAVE BOHMAN, LITTLE LEAGUE WESTERN REGIONAL DIRECTOR, AND MS. TAMARA ALEXANDER, ADMINISTRATOR FOR DISTRICT 55 LITTLE LEAGUE, REGARDING THE DISQUALIFICATION OF LAGUNA HILLS LITTLE LEAGUE JUNIORS 54/80 HAWKS PLAYERS FROM THE DISTRICT 55 ALL-STAR TOURNAMENT

Eleven Laguna Hills residents spoke on this item.

THE CITY COUNCIL APPOINTED AN AD HOC COMMITTEE CONSISTING OF MAYOR BLOUNT AND COUNCIL MEMBER BRESSETTE TO MEET WITH TAMARA ALEXANDER, LITTLE LEAGUE DISTRICT 55 ADMINISTRATOR, BOARD MEMBERS AND PARENTS OF LAGUNA HILLS LITTLE LEAGUE, TO DISCUSS THE RECENT ACTIONS TAKEN BY LITTLE LEAGUE DISTRICT 55 ADMINISTRATOR TAMARA ALEXANDER, BY M/MAYOR BLOUNT, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 5-0.

RECESS

RECONVENE



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID CHANTARANGSU
DIRECTOR OF COMMUNITY DEVELOPMENT

ISSUE: ZONING TEXT AMENDMENT NO. 5-14-2865, A DEVELOPMENT CODE AMENDMENT REVISING SECTION 9-74.020 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) TO INCLUDE A PROVISION TO ALLOW OPERABLE PASSENGER VEHICLES TO BE LEGALLY PARKED ON THE DRIVEWAY OF A DETACHED SINGLE-FAMILY DWELLING FOR TIME PERIODS EXCEEDING 72 HOURS

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING; AND (2) 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 TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) BY REVISING SECTION 9-74.020 ("OUTDOOR STORAGE" DEFINITION) OF CHAPTER 9-74 (PROPERTY MAINTENANCE) TO INCLUDE A CLARIFYING PROVISION TO ALLOW OPERABLE PASSENGER VEHICLES TO BE LEGALLY PARKED ON THE DRIVEWAY OF A DETACHED SINGLE-FAMILY DWELLING FOR TIME PERIODS EXCEEDING 72 HOURS."

SUMMARY:

At the City Council's meeting of January 28, 2014, staff was directed by the City Council to prepare a Zoning Text Amendment that modifies existing standards that could be interpreted to prohibit parking on single-family properties in excess of 72-hours. To accomplish the Council's direction, staff has prepared a Zoning Text Amendment that amends Section 9-74.020 of the Laguna Hills Municipal Code ("LHMC") modifying the definition of "outdoor storage." The revised definition would clarify that passenger vehicles parked in single-family areas would not be subject to the 72-hour parking provided they are in working condition, are registered, and are parked in a driveway. The modification is consistent with the City's existing administrative interpretation of the LHMC.

The proposed Ordinance and proposed revisions to the LHMC in red-lined format are attached.

BACKGROUND:

The LHMC includes a property maintenance standard which determines that any vehicle becomes “outdoor storage” if parked on a property for a certain time period (72 hours). On January 28, 2014, staff was directed to amend the definition of outdoor storage.

DISCUSSION:

The City’s outdoor storage provisions are centered on definitions found in LHMC 9-74.020. The definition of “outdoor storage” in LHMC 9-74.020 includes vehicles (of any size or type) kept in an unenclosed area for more than 72 hours. Vehicles left for longer than 72 hours are technically in violation of the LHMC and could be subject to code enforcement action. While it is possible for a parked vehicle to violate the City’s outdoor storage rules, there is no case history of the City citing a resident for a violation of this type.

As directed by the City Council, this Zoning Text Amendment was drafted to modify the definition of outdoor storage to exclude passenger vehicles from the 72-hour parking standard. In revising the LHMC, staff has included recommended language to prevent storage of inoperable vehicles on property. The Ordinance provides an exception to the definition of “outdoor storage” by excluding “passenger vehicles” (such as cars, SUVs, and pickup trucks) which have current registration, and are otherwise lawfully parked on the driveway of a detached single-family residence. Except for the added qualifying requirements, the definition of outdoor storage remains otherwise unchanged.

Staff notes that the January 28, 2014, memo identified several sections of the Municipal Code that needed to be revised to complete the Ordinance. However, both staff and the City Attorney agree that only Section 9-74.020 should be amended.

FISCAL IMPACT:

None

CEQA FINDINGS:

The proposed Zoning Text Amendment involves minor, non-substantial changes to the City’s development code consistent with City’s historical interpretation of the development code and its past code enforcement practices. Pursuant to Section 15061(b)(3) of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3), the Zoning Text Amendment is exempt from CEQA since CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because the proposed Zoning Text Amendment involves a minor, clarifying change to the definition of “Outdoor

storage” within the City’s development code providing for the parking of operable passenger vehicles on private driveways of existing developed residential properties for longer periods of time, it can be seen with certainty that this minor clarifying change would have no possibility of having a significant effect on the environment.

ATTACHMENTS:

- Attachment 1 - Proposed Ordinance with Exhibit A
- Attachment 2 – Proposed Changes in Redline Format
- Attachment 3 - January 28, 2014 Memo



ZTA-5-14-2865
Attachment #1

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) BY REVISING SECTION 9-74.020 ("OUTDOOR STORAGE" DEFINITION) OF CHAPTER 9-74 (PROPERTY MAINTENANCE) TO INCLUDE A CLARIFYING PROVISION TO ALLOW OPERABLE PASSENGER VEHICLES TO BE LEGALLY PARKED ON THE DRIVEWAY OF A DETACHED SINGLE-FAMILY DWELLING FOR TIME PERIODS EXCEEDING 72 HOURS

WHEREAS, on January 28, 2014, the City Council directed the Community Development Department to modify certain existing provisions of the Laguna Hills Municipal Code for the purpose of eliminating and/or clarifying certain parking restrictions on residential properties, and;

WHEREAS, Section 9-74.020 of the Laguna Hills Municipal Code defines "Outdoor storage", and includes terms, definitions, and descriptions related to the parking of vehicles on private property that must be modified in order to implement the clarifying parking provisions desired by the City Council; and

WHEREAS, the proposed Zoning Text Amendment, which is intended to be clarifying in nature, includes standards that provide additional parking for passenger vehicles, require vehicles to be operable, lawfully parked on a driveway, to have current vehicle registration, and located on a property developed with a detached single-family residence; and

WHEREAS, the City properly noticed the public hearing concerning the adoption of this Ordinance pursuant to Government Code section 6061 and as required under Government Code section 65090; and

WHEREAS, the City Council of the City of Laguna Hills has considered information presented on the proposed Ordinance by City Staff, the public, and other interested parties at a Public Hearing held on August 26, 2014; and

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 hereby adopts a Categorical Exemption for the proposed Zoning Text Amendment, which involves minor, non-substantial changes to the City's development code consistent with City's historical interpretation of the development code and its past code enforcement practices. Pursuant to Section

15061(b)(3) of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3), the Zoning Text Amendment is exempt from CEQA since CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because the proposed Zoning Text Amendment involves a minor, clarifying change to the definition of "Outdoor storage" within the City's development code providing for the parking of operable passenger vehicles on private driveways of existing developed residential properties for longer periods of time, it can be seen with certainty that this minor clarifying change would have no possibility of having a significant effect on the environment.

SECTION 2. That the required findings by the City for approval of the proposed Zone Change have been met and made as follows:

1. That the amendment or plan is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof:

The proposed amendment provides allowances for additional off-street parking on properties developed with detached single-family residences which enhances the utility of properties in the City's single-family areas. These regulations support the General Plan's Estate Residential, Low Density Residential, and in some cases, Medium-Low Density Residential land uses which are the City's General Plan land use designations for single-family development. The City's predominate land use is moderate to low density single-family homes (Laguna Hills 2009 General Plan, LU-2) and the proposed Zoning Text Amendment reinforces the goals of the General Plan and policies of the Zoning Code which support the City's single-family development pattern.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses:

The proposed Zoning Text Amendment reflects the City Council's authority to establish reasonable controls and standards over the City's regulations governing the use of private property in single-family areas of the City. Given the City's predominate single-family character, the proposed Zoning Text Amendment reinforces the City's single-family development pattern by providing additional property utility for the City's single-family areas.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species:

The proposed Zoning Text Amendment reflects the City Council's authority to establish reasonable controls and standards over the City's

regulations concerning the use of private property in single-family areas of the City. The proposed Zoning Text Amendment does not alter development rights in areas that may contain environmentally sensitive land uses or species as identified by the City's General Plan.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

The proposed Zoning text Amendment establishes new standards and policies affecting the parking of passenger vehicles on properties developed with detached, single-family residences.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

The proposed Zoning Text Amendment provides standards and requirements for the parking of passenger vehicles on properties developed with detached single-family residences which is the City's predominate land use. The standards provide specific requirements for the parking of vehicles in single-family zones which include requirements for location, vehicle operation, and functionality. These standards will protect the general health, safety, or general welfare of the community as a whole.

SECTION 3. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), is hereby revised by amending and restating in its entirety paragraph 3 of Section 9-74.020 of Chapter 9-74 (Property Maintenance) pertaining to the definition of "Outdoor storage", which shall read as follows:

"3. The keeping, in an unenclosed area, of any: goods; material; merchandise; oversized vehicle, vehicle, as defined in Section 670 of the California Vehicle Code, whether motorized or nonmotorized; wrecked vehicle; unregistered vehicle(s); temporary tent, canopy or car (tent) cover; trailer; airplane, camper, shell, boat, or their composite parts; loose rubbish, garbage, junk, or their receptacles; tent; building or manufacturing materials on any lot area for a consecutive period of more than seventy-two (72) hours. An "unregistered vehicle" includes, but is not limited to, vehicles not having valid Department of Motor Vehicles (DMV) registration to legally operate on the street or highway. This section shall not apply to a passenger vehicle, as defined in Section 465 of the California Vehicle Code, which has current vehicle registration and is in operative condition lawfully parked on the driveway of an occupied single-family detached dwelling;"

SECTION 4. This Ordinance shall take effect on _____, 2014, 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 _____, 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2014- was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 26th day of
August, 2014, and that thereafter, said Ordinance was duly adopted and passed at a
Regular Meeting of the City Council held on the 9th day of September, 2014, by the
following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

PEGGY J. JOHNS, 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. 2014-, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) BY REVISING SECTION 9-74.020 ("OUTDOOR STORAGE" DEFINITION) OF CHAPTER 9-74 (PROPERTY MAINTENANCE) TO INCLUDE A CLARIFYING PROVISION TO ALLOW OPERABLE PASSENGER VEHICLES TO BE LEGALLY PARKED ON THE DRIVEWAY OF A DETACHED SINGLE-FAMILY DWELLING FOR TIME PERIODS EXCEEDING 72 HOURS

on the 19th day of September, 2014, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 10th day of September, 2014 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

PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California



EXHIBIT A

9-74.020 Definitions.

As used in this chapter, the following terms shall have meanings as set forth below:

“Outdoor storage” means:

1. An inoperative vehicle, non-functioning, wrecked or dismantled vehicle present on any premises, for a consecutive period of more than seventy-two (72) hours, excepting vehicles or parts thereof which are completely enclosed within a building. “Vehicle” as used in this section shall be defined as set forth in Section [670](#) of the California Vehicle Code. An “inoperative vehicle” includes, but is not limited to, vehicles, which cannot be immediately started and driven due to the lack of fuel, lack of necessary parts, a malfunctioning engine or other malfunctioning system or parts, a lack of one or more wheels or tires. This section shall not apply to a vehicle or part hereof which are in connection with a lawfully authorized and permitted business of a licensed dismantler, licensed vehicle dealer or a junkyard;
2. Broken or discarded furniture and household equipment stored on vacant property or in front yards or side yards visible from a public street on developed lot for a consecutive period of more than seventy-two (72) hours;
3. The keeping, in an unenclosed area, of any: goods; material; merchandise; oversized vehicle, vehicle, as defined in Section [670](#) of the California Vehicle Code, whether motorized or nonmotorized; wrecked vehicle; unregistered vehicle(s); temporary tent, canopy or car (tent) cover; trailer; airplane, camper, shell, ~~boat~~[boat](#), or their composite parts; loose rubbish, garbage, junk, or their receptacles; tent; building or manufacturing materials on any lot area for a consecutive period of more than seventy-two (72) hours. An “unregistered vehicle” includes, but is not limited to, vehicles not having valid Department of Motor Vehicles (DMV) registration to legally operate on the street or highway. This section shall not apply to a passenger vehicle, as defined in Section 465 of the California Vehicle Code, which has current vehicle registration and is in operative condition lawfully parked on the driveway of an occupied single-family detached dwelling;
4. Exception. Building materials for use on the same premises may be stored temporally on the premises during the time that a valid building permit is in effect and materials are being used in construction.

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a sun rising over hills in the background. The words "CITY OF LAGUNA HILLS" are inscribed around the top inner edge of the seal, and "1991" is at the bottom. The text of the memorandum is overlaid on this seal.

**- ZTA 5-14-2865 -
Attachment # 3**

- January 28, 2014 Memorandum -



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JANUARY 28, 2014

TO: CITY COUNCIL MEMBERS

FROM: MAYOR BLOUNT

ISSUE: DIRECTION TO STAFF TO AMEND THE LAGUNA HILLS MUNICIPAL CODE TO ELIMINATE CERTAIN PARKING RESTRICTIONS ON RESIDENTIAL PARCELS

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO INITIATE A ZONE TEXT AMENDMENT.

SUMMARY:

The Laguna Hills Municipal Code includes a property maintenance standard that makes it a violation for a property owner to park a working car on their driveway for more than 72 hours. The Municipal Code determines that a vehicle becomes "Outdoor Storage" if parked for longer than a 72 hour period, whether or not it is in working condition. Outdoor Storage is generally not permitted in the City, and a resident could face a code enforcement action from the City if the situation is not resolved. Staff has provided the appropriate code sections that must be modified and are attached for reference.

The recommendation is to direct staff to identify appropriate changes to the Municipal Code that would allow residents to park operable vehicles on their driveway without violating the City's Outdoor Storage requirements. The change is not intended to permit boats or RVs or other types of vehicles to be parked on property for more than 72 hours.

ATTACHMENTS:

- Zoning Code Descriptions – Outdoor Storage

ZONING CODE REQUIREMENTS FOR OUTDOOR STORAGE

9-04.150 (Definitions)

“Outdoor storage” means the keeping, in an unenclosed area, of any: goods; material; merchandise; oversized vehicle, as defined in this chapter; vehicle, as defined in Section 670 of the California Vehicle Code, whether motorized or nonmotorized; trailer, airplane, boat, or their composite parts; loose rubbish, garbage, junk, or their receptacles; tent; building or manufacturing materials on any lot area for a consecutive period of more than seventy-two (72) hours.

9-74.020

“Outdoor storage” means:

1. An inoperative vehicle, non-functioning, wrecked or dismantled vehicle present on any premises, for a consecutive period of more than seventy-two (72) hours, excepting vehicles or parts thereof which are completely enclosed within a building. “Vehicle” as used in this section shall be defined as set forth in Section 670 of the California Vehicle Code. An “inoperative vehicle” includes, but is not limited to, vehicles, which cannot be immediately started and driven due to the lack of fuel, lack of necessary parts, a malfunctioning engine or other malfunctioning system or parts, a lack of one or more wheels or tires. This section shall not apply to a vehicle or part hereof which are in connection with a lawfully authorized and permitted business of a licensed dismantler, licensed vehicle dealer or a junkyard;
2. Broken or discarded furniture and household equipment stored on vacant property or in front yards or side yards visible from a public street on developed lot for a consecutive period of more than seventy-two (72) hours;
3. The keeping, in an unenclosed area, of any: goods; material; merchandise; oversized vehicle, vehicle, as defined in Section 670 of the California Vehicle Code, whether motorized or nonmotorized; wrecked vehicle; unregistered vehicle(s); temporary tent, canopy or car (tent) cover; trailer; airplane, camper, shell, boat, or their composite parts; loose rubbish, garbage, junk, or their receptacles; tent; building or manufacturing materials on any lot area for a consecutive period of more than seventy-two (72) hours. An “unregistered vehicle” includes, but is not limited to, vehicles not having valid Department of Motor Vehicles (DMV) registration to legally operate on the street or highway;
4. Exception. Building materials for use on the same premises may be stored temporally on the premises during the time that a valid building permit is in effect and materials are being used in construction.

9-74.050

G. Outdoor Storage. Except as provided otherwise in this code, outdoor storage, as defined in this chapter as well as Section 9-04.150, is prohibited within all zoning districts.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

**ISSUE: LAGUNA HILLS SPORTS COMPLEX SOFTBALL FIELD SYNTHETIC TURF
PROJECT**

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO PROCEED WITH THE CONVERSION OF THE SPORTS COMPLEX SOFTBALL FIELD TO A MULTI-USE FIELD UTILIZING SYNTHETIC TURF AND OTHER NECESSARY IMPROVEMENTS.

SUMMARY:

This past spring, the City, Saddleback Valley School District (SVUSD) and Moulton-Niguel Water District forged a strategic partnership to bring about the conversion of the Laguna Hills High School Upper Fields from natural turf to a synthetic surface, thereby improving and expanding field play time, reducing operating costs for SVUSD, and conserving water. During that same time period, staff began discussions with MNWD about the conversion of the City's Softball Field and received preliminary funding approval. Staff has further evaluated the conversion of the Softball Field and is recommending that the City proceed. The following benefits have been identified:

- Expanded use: the installation of synthetic turf will transform the field from exclusively softball to all levels of little league baseball.
- Expanded play time: no down time due to field preparation, weather or re-sodding.
- Reduced operating costs: estimated at \$25-\$30,000 annually.
- Water conservation.
- No General Fund impact: the project will be funded entirely with water agency rebates/incentives and Quimby fees from the Oakbrook Village project.

BACKGROUND:

On April 22, 2014, the City Council approved a Joint Use Recreation Facilities Agreement with SVUSD. This Agreement ensures expanded field allocation rights on the High School upper field for the City for the next ten years in exchange for a one-time \$650,000

contribution from the City to help pay for the installation of synthetic turf on the High School Upper Field. At the time, staff reported to the City Council that funding sources for the City's contribution would come from some combination of Quimby fees and turf removal rebates and synthetic turf incentives from MNWD and the Municipal Water District of Orange County (MWDOC). Based on final measurements for turf removal and the estimated area of synthetic turf, the rebates and incentives from MNWD and MWDOC are expected to cover the City's \$650,000 contribution. The project started construction on July 7, and will be completed by October 31.

As was mentioned in the April 22, 2014, staff report, staff worked closely with MNWD to exempt the High School Upper Field project from their adopted grant restrictions by removing the 3,000 square foot cap for any single project. The High School upper field measures about 247,000 square feet. Once it became apparent that the MNWD staff might support lifting the cap for the High School Upper Field, staff initiated preliminary discussions about converting the City's Softball Field at the Community Center Sports Park from turf and dirt to a synthetic surface as well. Subsequently, staff made a formal request to the MNWD to lift the maximum allowable square footage for their rebate and incentive programs for both the High School Upper Field and the City's Softball Field. On April 17, 2014, the MNWD Board of Directors authorized the General Manager to waive the 3,000 square foot caps for both the High School Upper Field project and the City's Softball Field, which measures about 78,000 square feet. This action by MNWD means that there is approximately \$217,500 in rebates and incentives available for the City's Softball Field. In addition to this funding, there is about \$134,000 available from MWDOC for turf removal, plus another \$65,000 grant available to the City for water conservation projects. Collectively, there is an estimated \$416,500 available in outside funding from water agencies. The City already budgeted \$200,000 this fiscal year for improvements to the Softball Field. Scheduled improvements include an infield irrigation system, hooded back stop, extended foul ball screens and outfield wall padding.

The funding from MNWD and MWDOC has created an opportunity to also install synthetic turf. This would essentially convert the field from primarily a softball field to a multi-use field that would accommodate all levels of both softball and baseball. This conversion to a multi-use field has been discussed in the past, but the cost of synthetic turf was prohibitive at the time. In addition to the cost of synthetic turf and the budgeted improvements to the softball field, converting the field to multi-use (i.e. baseball), requires additional improvements such as field lighting upgrades and foul line netting. Staff has prepared the attached budget to account for all costs and funding to convert the softball field to a multi-use facility. The total budget is \$1,182,550. After water agency grants and rebates, the City's obligation would be \$766,050. The City's budget already allocates \$200,000 in Quimby fee revenue to this project. When the City Council approved the Joint Use Agreement with SVUSD on April 22, 2014, it was based on staff's evaluation that Quimby fee revenue slated for projects in 2016-17 could be moved up to help fund the High School Upper Field artificial turf project. Since that project will not require any Quimby fee revenue, staff is recommending that the entire \$766,050 be funded with Quimby fee revenue.

The subject of converting the Softball Field to a multi-use field was on the Parks and Recreation Commission's June 4, 2014, agenda. Staff invited community stakeholders to the meeting. A copy of the staff report is attached to this report. After some discussion and consideration, the Commission voted to recommend that the City move forward with the installation of a multi-use synthetic field on the City's Softball Field. Time is of the essence since the 3,000 square foot cap waiver from MNWD expires in April 2015.

FISCAL IMPACT:

Since staff is recommending the use of Quimby funds for this project, there is no immediate impact to the General Fund. Once the project is completed, there will be ongoing savings to the General Fund related to a reduction in water consumption, electricity consumption, and maintenance and field preparation. This ongoing cost savings is estimated at \$25-\$30,000 annually. If the City Council approves staff's recommendation, the City will engage the services of one of its on-call Landscape Architects, Richard Fisher Associates, to provide design services (see attached proposal).

ATTACHMENTS:

- Project Budget
- June 4, 2014 Parks and Recreation Commission Staff Report
- Proposal for Professional Design Services from Richard Fisher Associates

**CITY OF LAGUNA HILLS
SOFTBALL FIELD CONVERSION PROJECT
PROPOSED BUDGET**

Cost Items

Hooded Backstop	\$ 35,000
Right Field Line Netting	\$ 73,000
Left Field Line Netting	\$ 75,000
Paint Outfield Wall	\$ 11,000
Outfield Wall Padding	\$ 40,000
Backstop Padding	\$ 2,500
Musco Lighting Upgrade	\$ 140,000
Enhanced Maintenance Access	\$ 20,000
Synthetic Turf	<u>\$ 624,000</u>
Subtotal Construction	\$ 1,020,500

Design & Inspection	\$ 60,000
Contingency (10%)	<u>\$ 102,050</u>

Grand Total **\$ 1,182,550**

Funding Sources

MWDOC Turf Removal Rebate	\$ 134,000
MWDOC Public Spaces Grant	\$ 65,000
MNWD Turf Removal Rebate	\$ 100,500
MNWD Synthetic Turf Installation Incentive	<u>\$ 117,000</u>
Subtotal Outside Funding Sources	\$ 416,500

Quimby Funds \$ 766,050

Total Funding Sources **\$ 1,182,550**



City of Laguna Hills Parks & Recreation Commission Staff Report

DATE: JUNE 4, 2014

TO: PARKS AND RECREATION COMMISSION

**FROM: DAN MEEHAN
COMMUNITY SERVICES SUPERINTENDENT**

**ISSUE: CIP 240 - COMMUNITY CENTER AND SPORTS COMPLEX SOFTBALL
FIELD IMPROVEMENTS**

**RECOMMENDATION: THAT THE PARKS AND RECREATION COMMISSION
RECEIVE THE REPORT AND PROVIDE FEEDBACK TO STAFF IN REGARDS TO A
MULTI-USE SYNTHETIC TURF FIELD.**

SUMMARY:

CIP 240 calls for improvements to the softball field to "enhance maintenance operations, player enjoyment and spectator safety." These improvements include an infield irrigation system, hooded backstop and extended foul ball screens, along with padding on the outfield wall. Potential funding from appropriate Water Agencies that offer incentives for turf removal and synthetic turf installation has created the possibility of also installing a multi-use (baseball and softball) synthetic turf field. Staff has invited community stake holders to attend this meeting, along with a subject matter expert to address any questions or concerns that the Commission might have regarding synthetic turf. Staff is requesting that the Parks and Recreation Commission provide feedback on the possible installation of a multi-use synthetic turf field.

BACKGROUND:

The City of Laguna Hills Capital Improvement Project 240 calls for improvements to the softball field at the Community Center and Sports Complex. Scheduled improvements include an infield irrigation system, hooded back stop and extended foul ball screens, and padding being added to the outfield wall. The work is scheduled for FY 2014/2015. Potential funding from Water Agencies that offer incentives for the removal of turf and the installation of synthetic turf has created the possibility of also installing a multi-use synthetic field, which could be used for both baseball and softball.

Currently, the field is utilized primarily for softball play, however, there are some other recreational uses taking place on the field. The Community Services Department currently runs four nights of adult softball leagues. The Girls Softball team at Laguna Hills High School also utilizes the field for game play. Laguna Hills Little League currently reserves the field for practices on Thursday evenings, and a youth softball team has occasionally practiced on the field on Saturday mornings. Finally, there are two groups that provide flag football leagues and camps that are run on the outfield portion of the field.

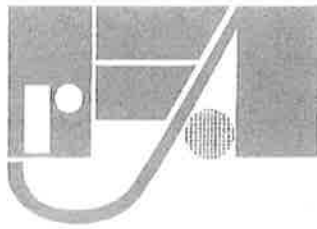
As the potential funding of a multi-use synthetic field surfaced, staff thought that it was important to invite community stake holders to this evenings meeting. Team managers from the City's adult softball leagues were notified about the meeting. In addition, Laguna Hills Little League was contacted, along with Laguna Hills High School Principal Brian Ferguson. A resident of Laguna Hills contacted staff about the possible upgrade to the field, along with the renovation taking place at Laguna Hills High School, and how that might create the opportunity to bring a girls softball league to the City. This individual was also invited to attend this meeting. Finally, staff contacted a representative from Field Turf (the company that is installing the synthetic turf at Laguna Hills High School) to answer questions from the public and the Commission about synthetic turf.

FISCAL IMPACT:

CIP 240 has a budget of \$200,000.

ATTACHMENT:

- CIP 240 Project Description



Richard
Fisher
Associates

SSOCIATES

August 7, 2014
Revised August 11, 2014

Ken Rosenfield
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

**Subject: Proposal for Professional Design Services for the Laguna Hills
Community Center & Sports Complex Softball Field Improvements**

Dear Ken:

Thank you for the opportunity to propose to provide Construction Drawings and Specifications for the renovation of the existing Softball Field at the Laguna Hills Community Center & Sports Complex. We look forward to working with you and your staff to provide the best possible improvements to this field for the **City of Laguna Hills**.

The proposed improvements to the Softball Field will include the following:

1. New poles and safety netting to create a hood for the existing backstop;
2. New 70' high poles and safety netting adjacent to the existing retaining wall in the right field;
3. New 50' high poles and safety netting for the left field sideline;
4. Prepare and paint the existing outfield wall;
5. Provide 8' high padding for the outfield wall;
6. Provide padding for the backstop;
7. Enhance access for Maintenance (exact location to be determined after field review and discussion with City staff);
8. Provide an all-synthetic turf field with multiple colors designating the infield and outfield; and
9. An estimate for potential water savings and the maintenance savings as a result of the conversion of the field to synthetic turf (will be prepared independently by the City).

NOTE: Lighting will be upgraded for the field but this work will be contracted directly with Musco Lighting by the City.

SCOPE OF WORK

The Scope of Work is proposed as follows:

Task 1: "Kick-Off" Meeting

- Attend an introductory "Kick-Off" meeting with City staff to discuss the Scope of the Work, available budget, and obtain input.

Task 2: Field Review

- Using base information provided by the City (CADD Drawings from David Volz Design dated June 1998).

Task 3: Base Sheets Preparation

- Prepare Base Sheets for field areas, (1"=20' scale).

Task 4: Project Management / Coordination

- Coordinate fence poles and safety netting, synthetic turf, capping of existing irrigation system, new maintenance access, etc.

Task 5: Prepare Construction Drawings

- Prepare the Title Sheet.
- Prepare Demolition / Construction Plan for proposed improvements, (1"=10' scale).
- Prepare Detail Sheets for Park Improvements, including synthetic turf, netting and other required details.

Task 6: Prepare Specifications

- Prepare Special Provisions Sections (in Greenbook format) and Bid Form pages (incorporating current City boilerplate sections) for the Contract Documents and Specifications.

Task 7: Prepare Final Cost Estimate

- Prepare Estimate of Probable Construction Costs.

Assumptions

- Conceptual Plans or Conceptual Designs are not included in this Scope of Work.
- Minor review/adjustment of existing Base Information is included. Major changes to Base Information due to inaccuracy of Base plans will be billed on a T&M rate.

- Formal Planting and Irrigation Plans are not a part of this Scope of Work. Modifications to the planting and irrigation will be handled with Notes on the Demolition / Construction Plans.
- Footings and Structural Calculations for new poles and safety netting shall be provided by the Contractor.
- No Structural Evaluation and/or Calculations are included in this Scope of Work.
- Electrical work is not included in this Scope of Work.
- Grading and Drainage improvements are not included in this Scope of Work.

Professional Fees

Professional Fees for the above-described Scope of Work are detailed on the following Spreadsheet.

Conclusion

Again, thank you for the opportunity to submit this Proposal. We enjoy providing consulting support to you and the whole **Laguna Hills** staff, and are pleased to continue those services for this project.

Respectfully submitted,



Richard A. Fisher, LA 1429
President

We are prepared to begin work upon your authorization. If the Scope of Work and Fees are satisfactory, please sign the authorization below, and return one original to our office. We are prepared to proceed immediately upon notification of approval

Approved:

Signature

Bruce E. Channing, City Manager

Date

DESIGN SERVICES - LHCC&SC SOFTBALL FIELD IMPROVEMENTS							
TASK	DESCRIPTION	PROJ MGR \$145	ASSOCIATE \$110	AUTOCAD OPERATOR \$85	WORD PROCESSOR \$60	EST TOTAL HRS	EST TOTAL COST
1	Kick-Off Meeting	3	3			6	\$765
2	Field Review		6	8		14	\$1,340
3	Base Sheets Preparation		2	6		8	\$730
4	Project Management / Coordination	6	60		2	68	\$7,590
5	Prepare Construction Drawings	2	40	100		142	\$13,190
6	Prepare Specifications	6			3	9	\$1,050
7	Prepare Final Cost Estimate		4	4	2	10	\$900
ESTIMATED LABOR HOURS		17	115	118	7	257	\$25,565
REIMBURSABLE EXPENSES							\$1,200
PROPOSED PROFESSIONAL FEE							\$26,765

Richard Fisher Associates



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: SOUTHERN CALIFORNIA GAS COMPANY ADVANCED METER PROJECT –
UPDATE OF ANTENNAE LOCATIONS**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE, AND AUTHORIZE
STAFF TO ISSUE THE ENCROACHMENT PERMITS FOR, THE REVISED AND
REMAINING ADVANCED METER PROJECT ANTENNAE LOCATIONS.**

SUMMARY:

The Southern California Gas Company has proposed to install self-reporting gas meters at all customer locations and install 30' tall antennae at 14 locations around the City to collect and transmit the gas usage data. Previously, staff identified four antennae locations as potentially problematic due to their immediate proximity to residential properties. This matter was presented and discussed at the City Council meetings of June 10th and July 8th, 2014. The City Council requested that the Gas Company relocate the four antennae. Two of the four antennae have now been moved outside the City, a third one was moved to Oso Parkway opposite Nottingham Court and the fourth one was moved to a single loaded street area along Stageline Drive (opposite homes) adjacent to Hidden Trail Park (a private park). The latter location is reasonable as it will have a landscape/slope backdrop and is not in immediately adjacent to homes.

BACKGROUND:

As previously presented to the City Council on June 10th and July 8th, 2014, the Southern California Gas Company (Gas Company) is in the process of implementing the Advanced Meter Project to provide self-reporting gas meters to all customers. The new gas meters will radio gas consumption data to the Gas Company through a series of antennae distributed throughout their service territory. Initially, 14 antennae for the Advanced Meter Project were scheduled for deployment in Laguna Hills with most locations being along arterial highways or otherwise not immediately adjacent to homes. However, of the 14 initially planned antennae locations, staff advised the City Council of four locations that

were potentially problematic due to their immediate adjacency to homes. Based upon public comments and City Council concerns, the Gas Company was requested to relocate the four antennae. The Gas Company accepted this request and has completed their analysis of alternate antennae locations. The final siting proposal for the antennae is presented in the attached PowerPoint and the citywide distribution of the antennae is shown on the attached City Map.

The original 14 antennae locations in the City have now been revised to 12 locations. The redeployment and relocation of the four antennae locations of concern resulted in two of the four antennae being moved outside the City (one along Cabot Road and one along Moulton Parkway); a third antenna was moved to Oso Parkway opposite Nottingham Court and; the fourth antenna was moved to a single loaded street area along Stageline Drive (opposite homes) adjacent to Hidden Hills Park (a private park). As a result of the shift in antennae locations, there are no longer antennae planned to be on Bradford Lane at Nottingham Court, Shenandoah Drive at Hidden Trail Road, Boothill Circle at Dillon Drive or the end of the Maverick Circle cul-de-sac.

The new antenna location inside a neighborhood (site LH466-E) is opposite 25355 Stageline Drive but it is not immediately adjacent to homes. A few other antennae locations of the 12 in the City follow this siting condition. The proposed antenna location is reasonable as it will have a landscape/slope backdrop and is not immediately adjacent to homes. Staff has notified the homeowners near this proposed antenna location of the planned work by the Gas Company and invited them to this City Council meeting.

FISCAL IMPACT:

None.

ATTACHMENTS:

- Advanced Meter Project PowerPoint Revised July 16, 2014
- City Map



ADVANCEDmeter

LAGUNA HILLS
REVISED 07.16.2014

About the Communication Network – Data Collection Units (DCUs)



- Installing approximately 4,000 DCUs throughout SoCalGas' service territory
- Mostly pole mounted
- Antennas mounted 24 feet or higher (licensed 450 MHz frequency)
- A/C or Solar Powered
- 21.5" H x 13.6" W x 8.25" D
- Maximum DCU weight is 55 lbs
- Built-in Redundancy: advanced meters will communicate with two to three DCUs

PHOTO FOR DISCUSSION PURPOSES ONLY

2

ADVANCEDmeter



LH205-H



On Woodruff Ln; NW of 25841 Faircourt Ln, Laguna Hills

Notes: Nellie Gail Community

116 feet north of north curb face of Faircourt Ln
6 feet west of west curb face of Woodbluff Rd

New Pole Installation - 26' Concrete

Lat: 33.57111388
Lon: -117.67956388

ADVANCEDmeter



LH234-D



On Gallup Cir, Laguna Hills

Notes: Nellie Gail Community

NE of 25522 Nellie Gail Road

172 ft N of N edge of pavement of Nellie Gail Rd

3 ft E. of E. edge of pavement of Gallup Cir

New Pole Installation - 26' Concrete

Lat: 33.58661111

Lon: -117.68416666

ADVANCEDmeter



LH235-J



On Alicia Pkwy; SE and across from 25701 Via Loma

Notes

78 ft North of the North curb face of Via Lomas
11 ft East of the East curb face of Alicia Parkway

New Pole Installation - 26' Concrete

Lat: 33.58817000
Lon: -117.70166000

ADVANCEDmeter



LH244-D



On San Remo Drive; NE of 23666 Pesaro	
Notes	
198 feet east of east curb face of Pesaro 6 feet south of south curb face of San Remo	New Pole Installation - 26' Concrete
Lat: 33.61875277 Lon: -117.73804722	



LH249-B



On Avenida De La Carlota; NE of 24001 Avenida De La Carlota

Notes: relocated into sidewalk to achieve public R/W location from behind sidewalk

321 feet E of E curb face of El Toro Rd
2 feet S of S curb face of Avenida De La Carlota

New Pole Installation - 26' Concrete

Lat: 33.61326388
Lon: -117.70772500

ADVANCEDmeter

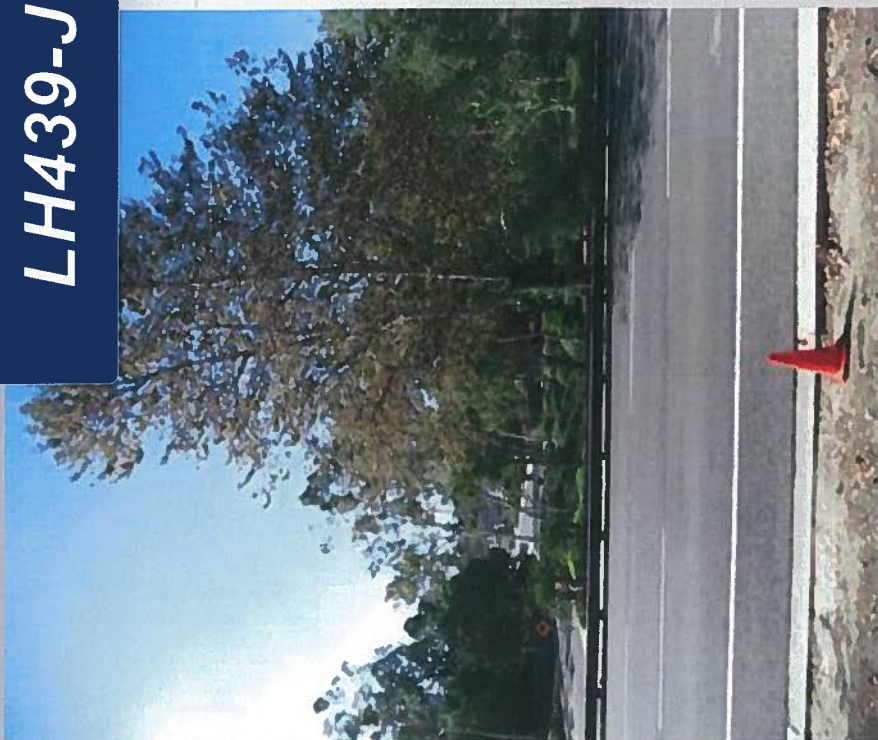


LH434-C



On Santa Vittoria Dr.; N of 23300 Santa Vittoria Dr.		
Notes: back-of-sidewalk location determined to be in public R/W		
14 feet west of west curb face of Caminito Jalisco	New Pole Installation - 26' Concrete, Remove&	
6 feet south of south curb face Santa Vittoria Drive	Replace "No Parking" sign onto SCG pole	
Lat: 33.62374444		
Lon: -117.74093888		

LH439-J



Relocated from Bradford Ln. to East of 25130 Oso Pkwy (a Utility Box address)
Nellie Gale Community

Notes: relocated to arterial road with much less residential visual impact

1043 ft. East of the East curb face of Nellie Gail Rd
2 ft North of the North curb face of Oso Pkwy

New Pole Installation: 26' AGL concrete pole

Lat: 33.575380
Lon: -117.687290

ADVANCEDmeter



LH445-E



On Lake Forest Dr; W of 22901 Millcreek Dr

Notes: back-of-sidewalk location determined to be in public R/W

395 feet west of west curb face of Mill Creek Dr.

6 feet south of south curb face of Lake Forest Dr.

New Pole Installation - 26' Concrete

Lat: 33.63005555

Lon: -117.73603000



LH466-E

Relocated from Shenandoah Dr. to Hidden Trail Park, across/South of 25355 Stageline Dr.

Notes: Nellie Gail Community

254 ft. West of the West edge of pavement of Hidden Trail
8 ft. South of the South edge of pavement of Stageline Dr.

New Pole Installation: concrete 26' AGL

Lat: 33.567010
Lon: -117.687640

LH472-J



On Paseo De Valencia; S of 25452 Hillary Ln

Notes

171 feet east of east curb face of Hillary Ln

9 feet south of south curb face of Paseo De Valencia

New Pole Installation - 26' Concrete

Lat: 33.59260000

Lon: -117.69313611

ADVANCEDmeter

LH473-J



On Jorie Dr; W of 24692 Jorie Dr

Notes: cannot be moved closer to trees due to loss of southern solar exposure

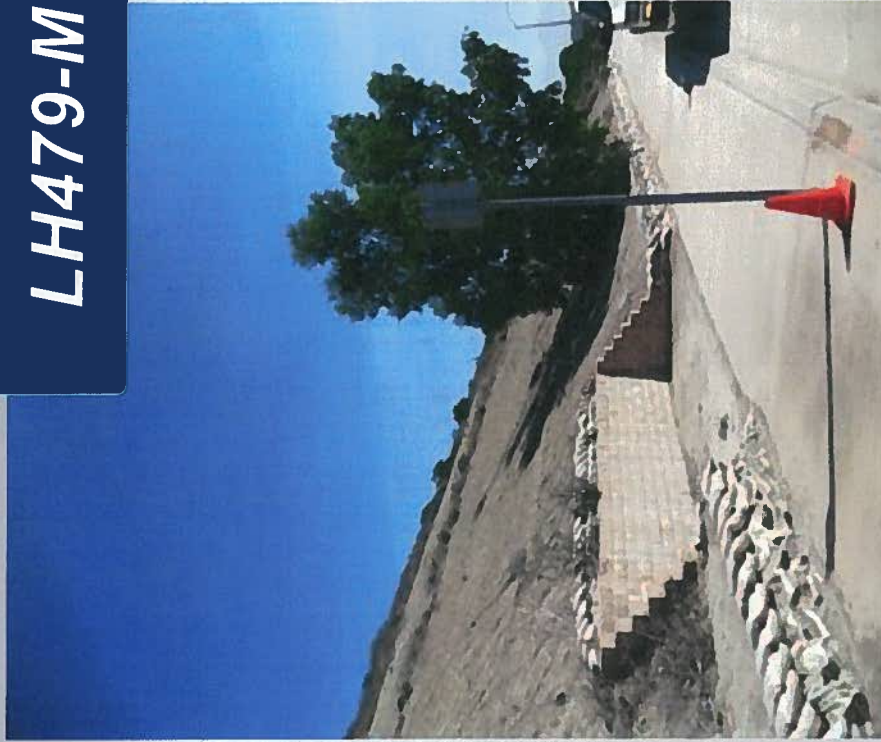
83 feet south of south curb face of Georgia Sue
6 feet west of west curb face of Jorie Dr

New Pole Installation - 26' Concrete

Lat: 33.60365000
Lon: -117.69851388

ADVANCEDmeter

LH479-M



Previously on Boothill Ct., relocated to West of 27103 Cabot Rd (a Utility Box address) Nellie Gale Community

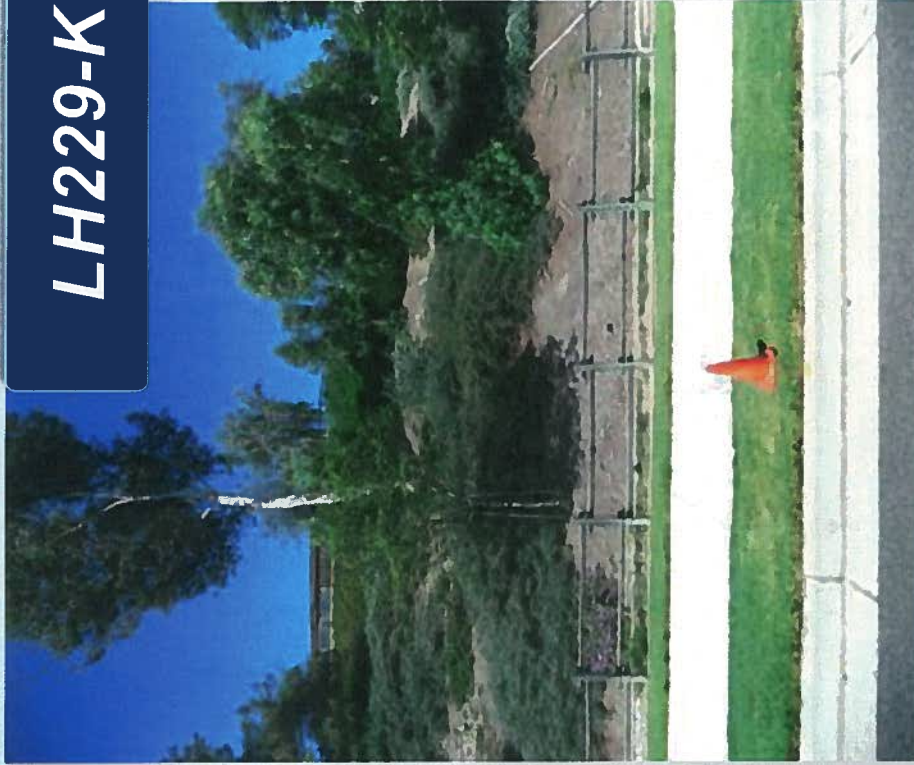
Notes: relocated to an arterial road with much less residential visual impact

New Pole Installation: concrete 26' AGL

Lat: 33.5601350
Lon: -117.6786020

ADVANCEDmeter

LH229-K



Previously on Maverick Cir., relocated to N. of 28207 Moulton Pkwy, Laguna Niguel (a Utility Box address)

Note: relocated to an arterial road with much less residential visual impact

263ft South of South curb face of Lost Colt Dr
2ft Southwest of Southwest curb face of Maverick Cir.,

New Pole Installation - 26' Concrete

Lat: 33.55433500
Lon: -117.6978120

ADVANCEDMETER

LH255-D



On Cabot Road; South of Meter Box addressed 25825 Cabot Rd.

161 feet South of the South curb face of Nellie Gail Road 10 feet West of the West curb face of Cabot Road	New Pole Installation - 26' Concrete
Lat: 33.58717222 Lon: -117.67431111	

ADVANCEDmeter

Contact Information

- To learn more about the project, visit:

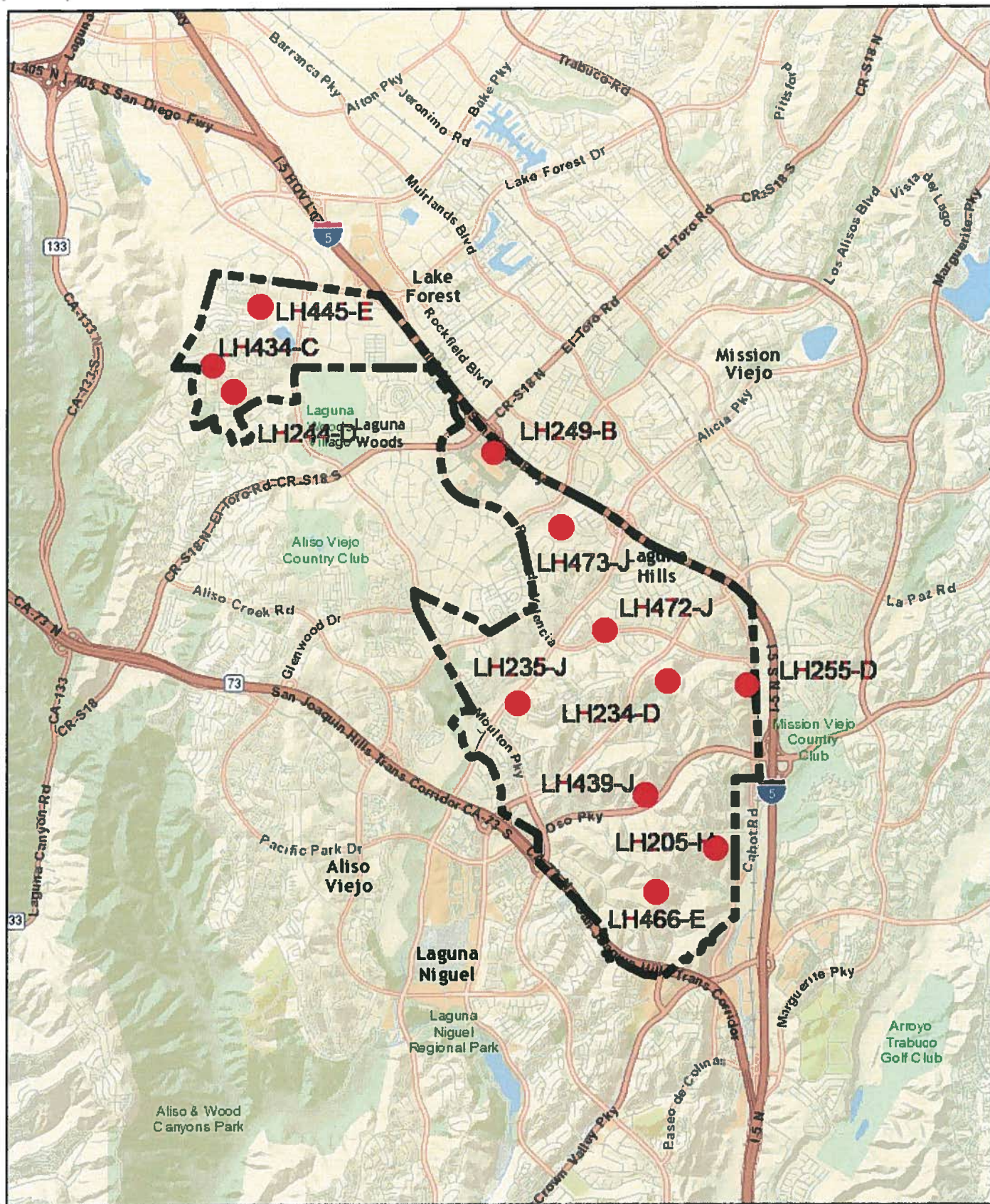
socalgas.com/advanced

Or Contact:

- Site Acquisition Manager
 - BP Hanrath
 - (949) 861-1912
 - BPHanrath@semprautilities.com
- Permitting Specialist
 - Janel Ruiz
 - (213) 244-4426
 - jruiz@semprautilities.com



ADVANCEDmeter




 NORTH
 1km
 5000ft
 Date: 08/04/14





City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER/COMMUNITY SERVICES**

**ISSUE: 2014 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 16th Annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, Honoring the USMC Dark Horse Battalion took place on Monday, May 26, 2014. Three thousand, six hundred-ninety runners (3,690) participated in the event. Although the 3/5 Battalion Marines are currently deployed, a number of 1st Division Marines participated in the event this year. The races were started by event Grand Marshall LCpl. Carlos Garcia after the runners were addressed by Lt. General John Toolan, the Commanding General of the 1st Marine Expeditionary Force. A highlight of the Community Expo for 2014 was the presence of Marines, a number of static displays, and the ceremony honoring both the Grand Marshall and the Gold Star families in attendance. Total 2014 event expenditures, including staff time, were \$195,066 and event revenues totaled \$182,661.

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, \$10,425 may be provided to the 3/5 Marine Support Committee by the adoption of the attached community assistance funding Resolution.

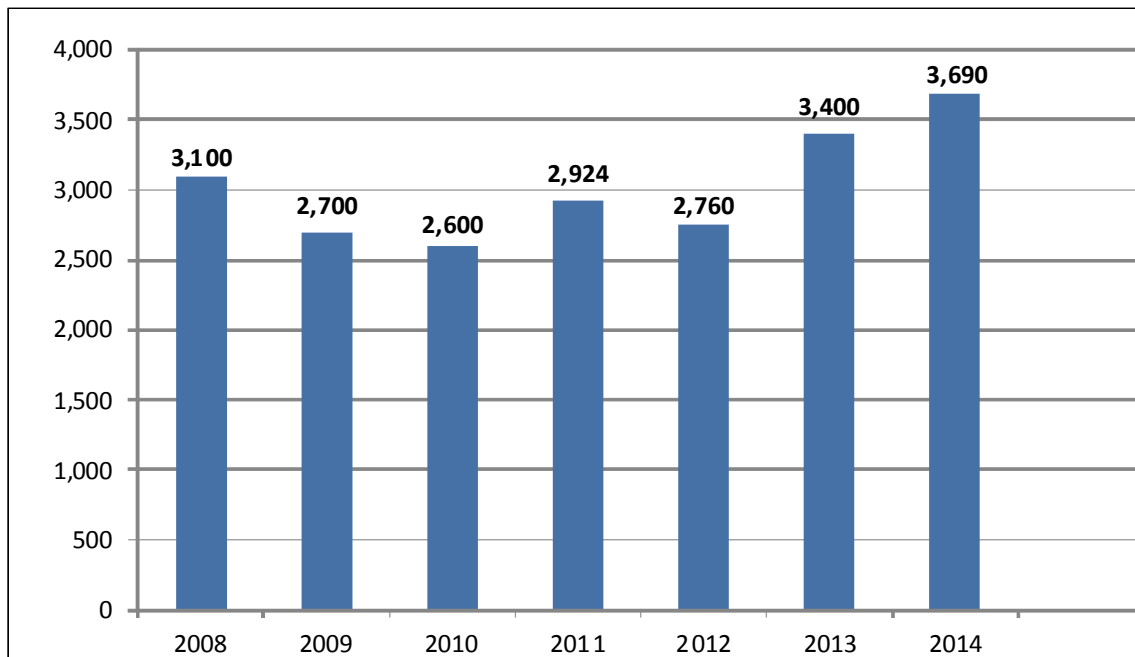
BACKGROUND:

2014 Post Race Event Report:

The 16th Annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K Honoring the USMC Dark Horse Battalion took place on Monday, May 26, 2014. Three thousand, six hundred-ninety (3,690) participants registered for the 2014 event, with seventy-nine percent (79%) utilizing the internet to pre-register. Approximately four hundred (400) registrations were accepted in person during the pre-registration and packet pick-up that took place at Road Runner Sports on Saturday, May 24, 2014 and Sunday, May 25, 2014, between the hours of 10:00 a.m. and 4:00 p.m. Another three hundred and forty-eight (348) runners registered in person on the morning of the event.

The chart below provides an event registration comparison for the years 2008-2014.

Chart 1: Registration Comparison 2008-2014



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 twenty pounds of food was collected. In addition, the proceeds from the sales of beer garden tickets, a total of \$2,900, were donated to South County Outreach.

A highlight of the Community Expo for 2014 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. In addition, a ceremony was held to honor the Grand Marshall and the Gold Star families in attendance. Grand Marshall LCpl. Carlos Garcia, a wounded warrior that had served with the 3/5 Marine Battalion in Afghanistan, started the races from a WWII era Jeep. Lt. General John Toolan addressed the runners at the start line and then participated in the event, running the 10K. The Color Guard from the Headquarters Company, 3rd Battalion, 5th Marines 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 3,475 paid race participants, the available community assistance funding for the 3/5 Marine Support Committee is \$10,425. 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 on the use of the \$10,425 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 \$10,425 for the 3/5 Marine Support Committee.

FISCAL IMPACT:

The 2014 Memorial Day Race event budget for direct expenditures is \$165,000 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 \$173,269 with the actual revenue at \$182,661. Direct expenses were under event revenue by \$9,392. Including staff costs, the total expenses for the event were \$195,066.

Table 1: 2014 Event Expense and Revenue Summary:

	\$ Amount
A) Event Revenue:	
Race Registrations	157,651
Sponsors	18,935
Expo Vendors	6,075
Total Revenue	182,661
B) Event Direct Expenses:	
Permits	1,370
Advertising	4,525
Graphics	3,392
Miscellaneous (<i>Truck rentals, Scaffolding</i>)	13,635
Race Shirts/Awards/Bibs/Food	43,296
Services	83,333
Expo	7,408
Police Services	16,310
Total Event Direct Expenses	173,269
C) Direct Expenses (over)/under Revenue	9,392
D) Event Staff Expenses:	
Planning (pre-event)	14,310
Pre-packet Pickup	1,245
Event Day	6,242
Total Staff Expenses	21,797
E) Total Event Expenses	195,066
F) Total Event Expenses (over)/under Revenue	(12,405)

Upon approval of the attached Resolution, \$10,425 will be provided to the 3/5 Marine Support Committee from the City's General Fund for Community Assistance funding. As a result, the 2014 Total Event Expenses would be revised to \$205,491.

ATTACHMENTS:

- Resolution
- 3/5 Marine Support Committee Letter

RESOLUTION NO. 2014-

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 3,475 runners that participated in the 2014 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 \$10,425; 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 2014 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 \$10,425 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 2013/14 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 26th day of August 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2014- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 26th day of August 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK



July 8, 2014

**From: 3rd Battalion, 5th Marines, 1st Division Support Committee
dba Laguna Hills Team Dark Horse**

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 26, 2014**

Team Dark Horse began 2014 with the dual challenge of 1. Change in leadership when Mike Bland stepped down as the President, and off the governing Board of the committee; and 2. We took on the new project of creating 25 Memorial Banners of Dark Horse Marines killed in action to be displayed along city light standards, with a goal of completion by late April, 2014.

(An additional, though more minor, challenge we faced was the deployment of Battalion 3/5 immediately prior to Memorial Day which impacted the numbers of Marines who might run as well as man a Static Display.)

Both challenges were met, we believe successfully, due to the strong foundation Mike Bland had built both within the city and the Battalion; continuity and dedication of the other Board members and Committee members; strong support among city staff, in particular Peggy Johns, Dan Meehan, Daryl Walezak and Dave Reynolds; growing awareness among the cities of Laguna Hills, Laguna Woods and surrounding communities of our Memorial Day Event, and effective publicity through social media, local print and televised media.

We received solid support from outside the Battalion, both from the 5th Regiment and the 1st Division, in the numbers of Marines outside 3rd

Battalion who came up to support the run; in the print, photography and video coverage provided by 1st Division; and, notably, participation of Lt General John A. Toolan, Jr. and his staff.

Further significance of the event to the Marines was indicated by presence of a booth by Marine Corps Scholarship Foundation and the decision by MCSF Board Member Karen Kelly (wife of 4star Gen John Kelly) to make an announcement of 133 new scholarships in honor of Dark Horse Marines at our post race ceremony.

There will be a change of command once more, when the Battalion returns from its deployment in the fall. Accordingly, we will meet with the new CO once he settles in and has the opportunity to meet with us, at which time we will discuss ways to best continue our support. The Marines are known as the nation's "quick reaction force" ready to respond to all challenges when faced, and we hope to do the same.

In short, we feel optimistic that the efforts of Team Dark Horse to support our city's adopted Battalion will continue in the near future, and, hopefully, grow and solidify as well.

With regard to how we intend to spend funds donated by the city, I suggest the previous 12 months as a guide, as the costs/expenses will be similar. (Where the check has already been written for this year, I have cited this year's cost, where the checks have yet to be written I have cited last years as an estimate.)

Administrative Costs:	2800
o Insurance - 1600	
o Professional service, accountant - 350	
o Storage fees - 850	
Promotional Items : 4180	4180
o Hats/shirts - 2900	
o Stickers, dog tags etc - 1180	
Cost of Memorial Day Events	3535
o Runner Fees - 1775	
o Carlos Garcia donation - 1250	
o Items associated with event - 560	
 DONATIONS/SUPPORT FOR MARINES	 11,036
o Library Books 2850.00	
o Gift Cards/Christmas/baby showers 1085	
o Other support items 700.00	
o Wounded Warrior Birthday Ball 3000]	
o Landscape Improvements to Deck 2500	

BANNER PROJECT

4131

- Design, fabrication \$3831.00
- Mailing to families, postage etc \$300
-

CHRISTMAS PARTY

- Costs reflected in gift card amount above. Most gifts are donated.

Funds received last year from the city were about equal to the administrative, promotional and participation costs on Memorial Day. Promotional item costs are recovered, in time, through donations at our booth on Memorial Day and July 4. The cost of runners will vary each year depending on the numbers of Marines running. This number has the potential to increase significantly should that be the desire of the city and the committee.

While the committee has not held any fund raising events, we have been successful in raising funds to date, in order to cover the support we provide the Battalion. These funds have come, in part, from corporate solicitations through committee members; from members of the community at large in response to marketing, promotional or published material; generous citizens of Laguna Hills and, frequently from the Board and committee members themselves. The one -time banner project donations covered the costs of the banners.

What will the future of the Committee, and the commitment of the city, be to uphold an implied pledge to support the Battalion, when the City Council voted to adopt it in 2007? Hopefully, this pledge will endure. We know, up to now, we have made a big difference in the morale of those we chose to adopt, among the current and retired Marines, as well as the Gold Star families.

Respectfully submitted,

Karen Robbins, President

3rd Battalion, 5th Marines, 1st Division Support Committee
dba Team Dark Horse
25462 Nellie Gail Road
Laguna Hills, CA 92653

Mission Statement

To Provide Encouragement, Relief and Comfort to the Marines/Sailors & their Families



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: AUGUST 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER/COMMUNITY SERVICES**

**ISSUE: AMENDMENT NO. 1 TO THE CR&R SOLID WASTE AND RECYCLING
SERVICES AGREEMENT**

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1 TO CONTRACT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE AND FOR THE COLLECTION AND TRANSPORTATION OF RECYCLABLE MATERIAL TO PROCESSORS FOR DIVERSION BETWEEN CR&R AND THE CITY OF LAGUNA HILLS AND AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT.

SUMMARY:

One of the Major Plans identified in the current budget is to conduct a competitive bid process for the next solid waste and recycling franchise. The current franchise, under The Contract for the Collection, Transportation and Disposal of Municipal Solid Waste and For the Collection, and Transportation of Recyclable Materials to Processors for Diversion ("Agreement")¹ with CR&R, expires on June 30, 2016. Of particular interest to staff was the recent solid waste and recycling franchise open-competitive procurement effort conducted by the City of Lake Forest. In March 2014, the City of Lake Forest awarded an 8-year franchise agreement to CR&R. It is staff's opinion that Lake Forest's recent procurement efforts negate the need for the City to conduct its own process. There is a significant cost and a considerable amount of time involved in conducting an open-competitive bid process for a trash and recycling hauler. Staff was able to negotiate a favorable rate reduction to the City's existing rates, with the addition of new services free of charge, effectively predicated upon the results of Lake Forest's bid process. Staff worked with the City Attorney's office to prepare the attached Amendment No. 1 To Contract for the Collection, Transportation and Disposal of Municipal Solid Waste and For the Collection, and Transportation of Recyclable Materials to Processors for Diversion

¹ Due to size of the Agreement, a copy of it is not included as an attachment to this staff report but will be available on the Dais during the meeting for review. In addition, the City Clerk's office will also have a copy of the Agreement available for review prior to the meeting.

("Amendment"). The Amendment extends the current Agreement term by 8 years, or until June 30, 2024.

BACKGROUND:

An extensive work effort and significant costs are associated with an open-competitive procurement process for a solid waste and recycling service vendor. Moreover, a considerable amount of time must be set aside before the new collection services are scheduled to begin in order to allow for both preparing and responding to the RFQ/RFP document(s), contract negotiations, phasing in of a potential new service provider, etc. Therefore, City staff was assigned a Major Plan during this budget cycle, well before the Agreement termination date of June 30, 2016, to conduct the competitive bid process for the next solid waste and recycling franchise term.

Earlier this year, by coincidence, the City of Lake Forest undertook an open and competitive, public-bidding process for the procurement of their solid waste and recycling services. By observing their process and analyzing their results, staff has concluded that Laguna Hills can significantly benefit from their efforts and generate a better outcome for our residents and businesses by piggy-backing on the Lake Forest bid process. In staff's opinion, Lake Forest's recent testing of the trash hauling marketplace was a good barometer for measuring the level of interest among competing trash haulers that would potentially submit a bid to serve Laguna Hills and for establishing the fair market amount, or most favorable pricing of the services we desire. Therefore, instead of moving ahead with the planned competitive bid process for our next solid waste and recycling franchise term, City staff opted to negotiate with CR&R (our current hauler and the successful bidder in Lake Forest) to extend the existing Agreement for an additional eight years in exchange for reduced service rates and additional recycling services. The product of staff's negotiation efforts with CR&R are attached as the Amendment to the Agreement.

LAGUNA HILLS 2005 PROCUREMENT PROCESS

In 2005, the City conducted its own substantial work effort to secure a solid waste and recycling service provider through an open-competitive procurement process for the current 10-year Agreement term. This process included issuing a RFQ document in April 2005 to firms to participate in the RFP phase. The RFQ was sent to ten firms and posted on the City's website. The City received responses to the RFQ from four firms: CR&R, Taormina Industries, Federal Disposal Service, and Waste Management of OC by the May 27, 2005, deadline. On July 19, 2005, the City sent the RFP to the three qualified firms: CR&R, Taormina Industries, and Waste Management of OC (WMOC). By the proposal deadline of August 26, 2005, the City received one proposal from CR&R. The same day of the proposal deadline, both Taormina Industries and WMOC submitted a letter to the City stating their request to be withdrawn from the procurement process.

The City and CR&R entered into the current Agreement on September 28, 2005. Service under the 10-year Agreement began on July 1, 2006, and will expire on June 30, 2016.

LAKE FOREST 2013/2014 PROCUREMENT PROCESS

Over a year ago, the City of Lake Forest formally began a competitive bid process by staff presenting a RFP to the City Council for its approval on May 21, 2013. A few months later the City of Lake Forest released its RFP for solid waste and recycling services on July 22, 2013. On October 10, 2013, the City of Lake Forest received proposals from CR&R and the incumbent, WMOC. Upon review by a selection committee, Lake Forest staff recommended awarding a contract to CR&R. In several evaluation areas such as exceptions to the franchise agreement, proposed approach to services, diversion strategy, and cost evaluation, CR&R was rated significantly higher and more favorably than WMOC. Consequently, the City Council of Lake Forest, on March 4, 2014, awarded an 8-year franchise agreement to CR&R. Service began on May 1, 2014.

The costs to conduct a competitive bid process are significant. In informal conversations with Lake Forest staff, it was revealed that the overall costs to secure CR&R as its next service provider were well over \$100K. This includes staff time and consulting service's time. As a matter of fact, a requirement was established in the current Lake Forest/CR&R agreement that required CR&R to pay the City the sum of \$84,700 to reimburse Lake Forest for its costs of conducting a competitive procurement process.

Under this recent competitive bid environment, both CR&R and WMOC proposed the following residential rates. CR&R's proposed rates went into effect on May 1, 2014.

Table 1. Lake Forest Residential Rates per Month

	Initial Rate (WMOC)	Proposed Rates	
		CR&R (May 1, 2014)	WMOC
Residential 3 Cart System	\$14.18	\$13.73	\$14.24

SUMMARY OF AMENDMENT NEGOTIATION POINTS

A summary of the major negotiation points included in the proposed Laguna Hills Franchise Agreement Amendments are as follows:

- 1) Eight (8) year extension to Agreement. Revised expiration date of June 30, 2024. Current Agreement is set to expire on June 30, 2014.
- 2) Rate reduction to both the residential and commercial rates effective October 1, 2014.
- 3) CR&R will absorb costs for all administrative work for the October 1, 2014, revised billing rates.
- 4) No rate adjustments for 2 years. The newly revised rates will not be adjusted until October 1, 2016.

- 5) Reimburse City \$2,000 each year for costs to support the Sharps Waste Program at a local pharmacy.
- 6) Introduce a new residential Household Hazardous Waste (HHW) on-call door side collection (2 pickups per year) free of charge.
- 7) Introduce a new residential collection of Universal Waste (i.e. batteries/CFLs/fluorescent tubes) on-call door side collection service (2 pickups per year) free of charge.
- 8) Donate up to 6 forty (40) cubic yard boxes for City authorized code enforcement cleanups annually.
- 9) Continue with commercial food waste program at the already established commercial commingled recycling rates. Service offerings will consist of 35 gallon cart, 60 gallon cart, and 2 cu. yd. bin containers.
- 10) All green waste will be processed at a compost facility to minimize the Alternative Daily Cover (ADC) delivered directly to the landfill.
- 11) CR&R will guarantee use and capacity of Laguna Hills' organics for future deliveries at its Anaerobic Digestion facility in Riverside County.
- 12) Reduce quarterly waste audits to once a year. Waste audit to be performed beginning July 1, 2014. City may direct CR&R to conduct additional audits per year if needed.
- 13) Eliminate the separate advertisement for the Holiday Greenery Collection and Recycling program.
- 14) Requirement of \$20,000/yr. contribution from CR&R for City's Recycling Consultant will not be extended past June 30, 2016. Per the Agreement, CR&R will pay this fee in 2014 and 2015.
- 15) CR&R will pay \$10,000 to City to reimburse City staff time costs to prepare Amendment No. 1.

PROPOSED RATES & SAVINGS

In consideration of extending the Agreement for an additional 8 years, CR&R proposed to reduce all rates for services where a fee is charged, effective October 1, 2014. Because existing rates for services are being reduced and there are no new fees being introduced, the requirements of Prop. 218 do not need to be followed for the City Council's approval and execution of this Amendment.

Attached to this staff report is a list of all Laguna Hills rates and their respective reduction. Some of these proposed rates for service are provided in Table 2. for reference.

Table 2. Laguna Hills CR&R Rate Per Month Comparison

	Current Rate (July 1, 2014)	Proposed Rate (October 1, 2014)	Percentage Decrease
Residential 3 Cart System	\$16.07	\$14.00	12.9%
Commercial Trash (3 cu. yd. bin 1 pickup per week)	\$120.33	\$112.00	6.9%
Commercial Recycle (3 cu. yd. bin 1 pickup per week)	\$60.42	\$47.21	21.9%
HOA Stable Bedding (3 cu. yd. bin 1 pickup per week)	\$157.81	\$98.00	37.9%

It is estimated that this Amendment will save the residential community \$390,000 and \$318,000 in the commercial sector (collectively \$708,000) for the remainder of the current Agreement's term (or until June 30, 2016). This assumes that the current rate is adjusted each year at 2.4% for the remainder of the Agreement term. Also, factored into this estimate are no rate adjustments to the proposed rates for the next two years or until October 1, 2016.

Taking the same assumptions as stated above, and that the City's existing rate structure would continue forward through the life of the proposed Amendment's term (or until June 30, 2024), the savings in CR&R fees are substantial. For instance, the total estimated savings would be \$4.76M (\$2.56M in the residential sector and \$2.2M in the commercial sector).

ORIGINAL AGREEMENT OBJECTIVES AND REASONS TO SUPPORT AMENDMENT

It is important to note that the objectives of the Amendment negotiation points presented in this staff report are closely aligned with the original major objectives of the creation of the current Agreement. The major objectives of the Agreement are listed below which also serve as justification for why staff is recommending that the City Council approve this Amendment.

- **Compliance with the State's diversion requirements**
The current Agreement is rich with recycling requirements to meet State mandates and much thought went into its creation. The Amendment continues forward with these requirements and also sets the City up for potential changes in future legislation. For example, the Amendment's requirement to process all green waste at a compost facility addresses the concern that someday the State will not allow green waste to be transported to a landfill as Alternative Daily Cover (ADC) and reported as

diversion credits. This is a significant amount of diversion tonnage. Based on CR&R's latest tonnage report, the residential sector alone produced roughly 4,600 tons of green waste in one year, which is 14% of the total waste (or 33,200 tons) collected and processed by CR&R during a year's time.

Also, the guarantee that the City's organics can be delivered to CR&R's Anaerobic Digestion facility provides adaptability for the City to respond to possible changes in State recycling mandates such as mandatory food waste programs (both in the commercial and residential sectors).

- **Competitive Rates**

The amended rates are very competitive when compared to other south county cities' rates that are serviced by CR&R. These cities include Aliso Viejo, Dana Point, Laguna Niguel, Lake Forest, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, and Tustin. The table below reflects how CR&R's proposed rate for Laguna Hills compares to the average rate of these cities. Included in this average are the City of Laguna Hills current rates.

Table 3. CR&R Proposed Rate Comparison to Comparable Services City Average Rate

	Proposed Rate (October 1, 2014)	City Average Rate
Residential 3 Cart System	\$14.00	\$16.11
Commercial Trash (3 cu. yd. bin 1 pickup per week—waste processing)	\$112.00	\$123.03
Commercial Recycle (3 cu. yd. bin 1 pickup per week) ¹	\$47.21	\$61.49

1. The City of Orange and Rancho Santa Margarita were excluded from the "City Average Rate" since they do not charge for recycling services.

- **Rate Stability**

Over the next two years, beginning in October 2014, rate stability is established by freezing rates. At the end of the Agreement's current term (or June 30, 2016) the residential rate will still be \$14.00/mo. under the terms and conditions of the proposed Amendment. Conversely, without this Amendment, the residential rate is estimated to be \$16.46/mo. by July 2015 and through June 2016 under the current terms and conditions of the Agreement. In addition, the Amendment does not modify the Agreement's already established procedures for annual rate adjustments. For example, the Agreement specifies that CR&R's adjustments to the rate, accounting for changes in PPI, shall not exceed 4% per annum. CR&R's next rate adjustment, in accordance to the Amendment, will not occur until October 2016.

- **Cost incentive to recycle in the commercial sector**

Another objective of the Amendment negotiations was to maximize the discount

between the costs of a recycling bin and a trash bin to encourage businesses to recycle by leveraging an economic incentive. As evidence in Table 4, the revised rates proposed in the Amendment provide an even greater percentage discount to recycle than the existing rates.

Table 4. 3 Cu. Yd. Commercial Recycling Bin Discount

Pickups/ Week	Existing Rates			Proposed Amendment Rates		
	Trash Rate	Recycling Rate	% Discount	Trash Rate	Recycling Rate	% Discount
1	120.33	60.42	49.8%	112.00	47.21	57.8%
2	195.05	96.77	50.4%	185.00	75.84	59.0%
3	258.05	145.19	43.7%	245.00	108.07	55.9%
4	332.75	193.56	41.8%	315.00	152.80	51.5%
5	407.51	241.93	40.6%	385.00	185.02	51.9%
6	482.20	290.23	39.8%	465.00	225.74	51.5%

This is important in response to changes in State legislation. For instance, Assembly Bill (AB) 341, signed by the Governor in October 2011, sets a statewide goal of 75% disposal reduction from landfills by the year 2020. To achieve this goal the State has focused its attention on increasing diversion efforts in the commercial sector; and through this bill, the State established a mandatory commercial recycling requirement. The reduced rate for recycling bins assists businesses to be in compliance with this State mandate to implement recycling programs.

- Expanded collection and recycling services
New and expanded services in the Amendment include residential HHW and Universal Waste recycling programs, drop-off boxes for code enforcement purposes, the continuation of the commercial food waste program, and the funding assistance of the sharps waste recycling program.

Other reasons why staff favors the City's Council approval of this Amendment are:

- The Laguna Hills community can benefit with reduced rates roughly two years prior to the termination of the current Agreement.
- CR&R has provided the City with good service and continues to invest in technologies to support diversion activities.
- The City will save a considerable amount of time and money in not conducting a competitive bid process.
- As mentioned earlier, the City of Laguna Hills has benefited from Lake Forest's recent competitive bid process and staff was able to leverage that recent process to negotiation rate reductions and new services free of charge.
- Staff is of the opinion that if the City conducted a bid process, there would not be effective competition and that CR&R would be the only company submitting a qualifying bid. This would most likely result in bid rates that are higher than what staff was able to negotiate within these past months. Staff bases this assertion on the fact that when the City went out bid in 2005, only CR&R submitted a bid. Moreover, the

City of Lake Forest only had two bidders (CR&R, and WMOC); and essentially, CR&R was the only firm that submitted a competitive bid based on the requirements of Lake Forest's RFP.

FISCAL IMPACT:

It is estimated that this Amendment will save the residential community \$390,000 and \$318,000 in the commercial sector (collectively \$780,000) for the remainder of the current Agreement's term (or until June 30, 2016).

CR&R will pay the City \$10,000 to reimburse the City its costs to prepare the Amendment.

ATTACHMENTS:

- Amendment No. 1
- CR&R Proposed Fees

Due to size of the Agreement, a copy of it is not included as an attachment to this staff report but will be available on the Dais during the meeting for review. In addition, the City Clerk's office will also have a copy of the Agreement available for review prior to the meeting.

AMENDMENT NO. 1
TO CONTRACT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND FOR THE COLLECTION, AND
TRANSPORTATION OF RECYCLABLE MATERIAL TO PROCESSORS FOR
DIVERSION
(CR&R Incorporated)

THIS FIRST AMENDMENT to the September 28, 2005 Contract for the Collection, Transportation and Disposal of Municipal Solid Waste and for the Collection, and Transportation of Recyclable Materials to Processors for Diversion (the "Amendment") is hereby made and entered into to be effective this 1st day of October, 2014, by and between the CITY OF LAGUNA HILLS, a California municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the "City"), and CR&R Incorporated, a California corporation (hereinafter referred to as "Contractor") (collectively, the Parties).

RECITALS

A. City and Contractor previously entered into that certain Contract for the Collection, Transportation and Disposal of Municipal Solid Waste and for the Collection, and Transportation of Recyclable Materials to Processors for Diversion (the "Contract"), which was made and entered into on September 28, 2005, for the collection and processing of solid waste and recyclable materials, which services are to be provided for a term of ten years, commencing on July 1, 2006 through June 30, 2016.

B. Unless amended by mutual written consent of the Parties, the Contract is currently scheduled to expire on June 30, 2016, by operation of its own terms.

C. Section 15.10 (Amendment) of the Contract provides that the Contract may only be modified or amended by a writing signed by the Parties.

D. The Parties recently negotiated certain revised terms and conditions of the Contract, including a reduced base rate, expanded services, and extension of the term for an additional eight-years through June 30, 2024.

E. The Parties now wish to amend the Contract by authorizing the additional eight-year extension of the term of the Contract at reduced base rates, expanded services as provided for in this Amendment, and all other existing contractual terms, conditions, and requirements as set forth in the Contract.

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

AGREEMENT

1. Contract Term Extended. The term of the Contract in Section 3.02 thereof is hereby extended to end at midnight on June 30, 2024, unless earlier terminated.
2. Reduction of Base Rates. Attachments D and E of the Contract pertaining to Contractor's rates for services shall be replaced with the reduced rates identified in **Exhibits 1 (revised Attachment D) and 2 (revised Attachment E)**, attached to this Amendment and made a part hereof by reference. Notwithstanding Section 12.03 of the Contract, Contractor agrees not to adjust the reduced base rates established in Exhibits 1 and 2 herein through September 30, 2016. Contractor shall be solely responsible for the cost of adjusting Customers' bills to implement the rate reduction and other adjustments stipulated in this Amendment and the Contract.
3. Revision of Adjustment Month. The month in which annual rate adjustments stipulated to in Section 12.03 and Attachment J of the Contract is hereby amended from the first day of July to the first day of October of each adjustment year.
4. Revision of Periodic Audits. Section 9.07 of the Contract pertaining to quarterly audits is hereby amended to require one waste audit per year commencing on July 1, 2014. The City may require the Contractor to perform additional audits during each year.
5. Repeal of Section 12.07. Section 12.07 ("Third Party Recycling Consulting Services") of the Contract shall be repealed as of July 1, 2016. Contractor shall make the payments required thereunder for 2014 and 2015.
6. "Food Waste" Definition Revised. The definition of "Food Waste" in Attachment A, Definitions, of the Contract is hereby revised as follows:

Food Waste. "Food Waste" means material resulting from the production, processing, preparation or cooking of food for human consumption, but is no longer intended for such consumption, that is separated from MSW, including surplus, spoiled or unsold food such as vegetables and culls, raw food left over after food preparation, and leftover cooked food and plate scrapings. Food Waste includes, without limitation, food scraps from food facilities as defined in California Health and Safety Code Section 113789, food processing establishments (as defined in California Health and Safety Code Section 111955), grocery stores, institutional cafeterias (such as schools, hospitals and assisted living facilities), restaurants, and residential food scraps.
7. Definitions Added. The following definitions are added to Attachment A, Definitions, of the Contract:

Food Waste Processing Facility. "Food Waste Processing Facility" means the City-approved Compost facility used to process Food Waste collected by Contractor in the City.

Household Hazardous Waste (HHW). "Household Hazardous Waste" means Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste does not include waste generated in the course of operating a business concern at a residence.

Household Sharps Waste. "Household Sharps Waste" shall mean home-generated sharps, as defined in Section 117671 of the California Health & Safety Code, including hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications, which are generated by a single-family or multi-family residence. "Household Sharps Waste" does not include any waste generated in the course of operating a business concern at a residence, business generated waste, or medical waste not described herein.

Universal Waste. "Universal Waste" means those hazardous wastes identified as universal wastes in Section 66261.9 of Title 22 of the California Code of Regulations, including but not limited to: fluorescent bulbs and tubes; household batteries (e.g. D, AA, button-type, etc.); non-empty aerosol cans; and mercury containing devices (e.g. thermometers, thermostats, gauges, etc), and generated by a single family or multi-family residence. "Universal Waste" does not include any waste generated in the course of operating a business concern at a residence or business generated waste. "Universal Waste" may include electronic devices, which are subject to the unlimited curbside pickup specified in Section 4.5 (Electronic Waste Collection) of Attachment B of the Contract.

8. Household Sharps Waste Program Reimbursement. Contractor shall reimburse the City \$2,000 each year to support the cost of implementing a Household Sharps Waste Collection Program at a local pharmacy.
9. Expanded Collection Services for City Operations. The services under Section 3.011.2 ("Collection Services for City Operations and at City Events") of Attachment B ("Detailed Scope of Work for Collection Operations") of the Contract shall be expanded to include up to 6 forty cubic yard boxes free of charge for City authorized code enforcement cleanups annually.
10. Advertising for the Holiday Greenery Collection and Recycling Program. The separate advertising, brochure or postcard required under Section 4.4 ("Holiday Greenery Collection and Recycling") of Attachment B ("Detailed Scope of Work for Collection Operations") of the Contract shall be rescinded. Notices of the Program may be included in customers' bills as described under Section 5.4 ("Billing Inserts, Coupons; Website") of Attachment B.

11. Addition of Universal Waste and HHW Collection Services. The Special Services under Section 4 ("Special Services") of Attachment B of the Contract shall be expanded to include Universal Waste and HHW Collection Services, with two pickups per year free of charge for on-call door collection of Universal Waste and Household Hazardous Waste. The Contractor shall establish scheduled collection times, which shall in no event occur earlier than 7:00 a.m. or later than 7:00 p.m.
12. Commercial Food Waste Diversion Program. Contractor will expand the experimental Commercial Food Waste Diversion Program and offer the Program to commercial customers at the commercial commingled recycling rates. The service under the Program will include a 35 gallon cart, 60 gallon cart, and 2 cubic yard bin, at the rates established in Exhibits 1 and 2 herein. Contractor will process Commercial Food Waste placed for Collection at a Food Waste Processing Facility.
13. Limitation on Yardwaste as Alternative Daily Cover. Consistent with Section 5.03 ("Transportation of Recyclable Materials") and Attachment R ("Compost Processing Facilities") of the Contract, all Yardwaste shall be processed at a compost facility to minimize the Alternative Daily Cover delivered directly to the landfill. All prior correspondence or approvals to send Yardwaste directly to the landfill are hereby rescinded.
14. Anaerobic Digestion Facility. Contractor guarantees that its planned Anaerobic Digestion Facility in the City of Perris, California, will have capacity for, and will accept, diverted Organic Material from the City.
15. Contract Extension Fee. Contractor shall pay \$10,000 to City within 45 days of the approval of this Amendment to defray the City's costs of processing this Amendment.
16. Full Force and Effect. This modifying Amendment is supplemental to the Contract and is by reference made a part of the Contract. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Contract, the provision of this Amendment shall in all respects govern and control.
17. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURE PAGE FOLLOWS]

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

"CITY"
CITY OF LAGUNA HILLS

By: _____
ANDREW BLOUNT, MAYOR

ATTEST:

By: _____
Peggy J. Johns,
City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

"CONTRACTOR"
CR&R INCORPORATED

Date: 8.20.2014

By: _____

President

Date: 8/20/14

By: _____

8/20/14
Secretary

EXHIBIT "1"

**Attachment D
PROPOSED RATES TO BE CHARGED**

1. Residential Basic Level of Service

1a.	Recycling Brown Cart	Collection	+	Processing	+	Disposal	=	Total	
	35, 60, 90 gallon (1st Cart)	0.79		2.09		0.12		3.00	per month
	Additional Cart *	0.79		2.09		0.12		3.00	per month
1b.	Yardwaste Green Cart **	Collection	+	Processing	+	Disposal	=	Total	
	35, 60, 90 gallon (1st Cart)	2.50		0.00		2.00		4.50	per month
	Additional Cart *	2.50		0.00		2.00		4.50	per month
1c.	MSW Black Cart	Collection	+	Processing	+	Disposal	=	Total	
	35, 60, 90 gallon (1st Cart)	3.81		0.00		2.69		6.50	per month
	Additional Cart	3.81		0.00		2.69		6.50	per month

* (This charge applies only after a resident has received 2 additional Carts free of charge (i.e. upon the request for a 4th cart)

** (Greenwaste Carts shall be used for Stable Bedding and Manure at the rates provided in 1b above).

2. Residential Stable Bedding and Manure Service

2a.	3 Cubic Yard Bin	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	63.49		34.51		0.00		98.00	per month
	2 pick-ups per week	91.86		68.14		0.00		160.00	per month
	3 pick-ups per week	109.98		100.02		0.00		210.00	per month
	4 pick-ups per week	137.54		132.46		0.00		270.00	per month
	5 pick-ups per week	155.14		154.86		0.00		310.00	per month
	6 pick-up per week	173.00		177.00		0.00		350.00	per month

3. Commercial Recycling Commingled Service

3a.	35 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	12.90		3.68		0.20		16.78	per month
	2 pick-ups per week	25.81		7.36		0.39		33.56	per month
	3 pick-ups per week	38.71		11.04		0.61		50.36	per month
	4 pick-ups per week	51.64		14.72		0.80		67.16	per month

	5 pick-ups per week	<u>64.52</u>	<u>18.42</u>	<u>0.99</u>	<u>83.93</u>	per month
	6 pick-up per week	<u>77.44</u>	<u>22.09</u>	<u>1.20</u>	<u>100.73</u>	per month
3b.	<u>60 Gallon Cart</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>12.91</u>		<u>4.92</u>		<u>0.28</u> <u>18.11</u> per month
	2 pick-ups per week	<u>25.82</u>		<u>9.84</u>		<u>0.56</u> <u>36.22</u> per month
	3 pick-ups per week	<u>38.74</u>		<u>14.76</u>		<u>0.83</u> <u>54.33</u> per month
	4 pick-ups per week	<u>51.67</u>		<u>19.70</u>		<u>1.08</u> <u>72.45</u> per month
	5 pick-ups per week	<u>64.57</u>		<u>24.61</u>		<u>1.37</u> <u>90.55</u> per month
	6 pick-up per week	<u>77.49</u>		<u>29.55</u>		<u>1.64</u> <u>108.68</u> per month
3c.	<u>90 Gallon Cart</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>12.92</u>		<u>6.16</u>		<u>0.34</u> <u>19.42</u> per month
	2 pick-ups per week	<u>25.84</u>		<u>12.30</u>		<u>0.68</u> <u>38.82</u> per month
	3 pick-ups per week	<u>38.77</u>		<u>18.48</u>		<u>1.02</u> <u>58.27</u> per month
	4 pick-ups per week	<u>51.71</u>		<u>24.62</u>		<u>1.38</u> <u>77.71</u> per month
	5 pick-ups per week	<u>64.61</u>		<u>30.78</u>		<u>1.72</u> <u>97.11</u> per month
	6 pick-up per week	<u>77.55</u>		<u>36.94</u>		<u>2.06</u> <u>116.55</u> per month
3d.	<u>3 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>29.50</u>		<u>16.55</u>		<u>1.16</u> <u>47.21</u> per month
	2 pick-ups per week	<u>40.31</u>		<u>33.21</u>		<u>2.32</u> <u>75.84</u> per month
	3 pick-ups per week	<u>57.43</u>		<u>47.32</u>		<u>3.32</u> <u>108.07</u> per month
	4 pick-ups per week	<u>81.21</u>		<u>66.91</u>		<u>4.68</u> <u>152.80</u> per month
	5 pick-ups per week	<u>98.34</u>		<u>81.01</u>		<u>5.67</u> <u>185.02</u> per month
	6 pick-up per week	<u>120.01</u>		<u>98.79</u>		<u>6.94</u> <u>225.74</u> per month
3e.	<u>4 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>36.28</u>		<u>20.36</u>		<u>1.42</u> <u>58.06</u> per month
	2 pick-ups per week	<u>51.75</u>		<u>42.63</u>		<u>2.99</u> <u>97.37</u> per month
	3 pick-ups per week	<u>75.30</u>		<u>62.04</u>		<u>4.34</u> <u>141.68</u> per month
	4 pick-ups per week	<u>97.52</u>		<u>80.34</u>		<u>5.62</u> <u>183.48</u> per month
	5 pick-ups per week	<u>119.73</u>		<u>98.63</u>		<u>6.93</u> <u>225.29</u> per month

6 pick-up per week	<u>141.95</u>	<u>116.95</u>	<u>8.20</u>	<u>267.10</u>	per month
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4. Commercial MSW 'A' Route and 'B' Route Service

4a.	<u>35 Gallon Cart</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>21.67</u>		<u>1.98</u>		<u>3.40</u>		<u>27.05</u>	per month
	2 pick-ups per week	<u>43.29</u>		<u>3.93</u>		<u>6.83</u>		<u>54.05</u>	per month
	3 pick-ups per week	<u>64.96</u>		<u>5.90</u>		<u>10.23</u>		<u>81.09</u>	per month
	4 pick-ups per week	<u>86.61</u>		<u>7.86</u>		<u>13.66</u>		<u>108.13</u>	per month
	5 pick-ups per week	<u>108.26</u>		<u>9.83</u>		<u>17.05</u>		<u>135.14</u>	per month
	6 pick-up per week	<u>129.92</u>		<u>11.79</u>		<u>20.48</u>		<u>162.19</u>	per month
4b.	<u>60 Gallon Cart</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>23.95</u>		<u>2.35</u>		<u>4.10</u>		<u>30.40</u>	per month
	2 pick-ups per week	<u>47.88</u>		<u>4.70</u>		<u>8.19</u>		<u>60.77</u>	per month
	3 pick-ups per week	<u>71.82</u>		<u>7.06</u>		<u>12.31</u>		<u>91.19</u>	per month
	4 pick-ups per week	<u>95.73</u>		<u>9.41</u>		<u>16.42</u>		<u>121.56</u>	per month
	5 pick-ups per week	<u>119.68</u>		<u>11.76</u>		<u>20.51</u>		<u>151.95</u>	per month
	6 pick-up per week	<u>143.61</u>		<u>14.11</u>		<u>24.61</u>		<u>182.33</u>	per month
4c.	<u>90 Gallon Cart</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>26.22</u>		<u>2.75</u>		<u>4.76</u>		<u>33.73</u>	per month
	2 pick-ups per week	<u>52.43</u>		<u>5.50</u>		<u>9.55</u>		<u>67.48</u>	per month
	3 pick-ups per week	<u>78.66</u>		<u>8.26</u>		<u>14.32</u>		<u>101.24</u>	per month
	4 pick-ups per week	<u>104.89</u>		<u>11.01</u>		<u>19.11</u>		<u>135.01</u>	per month
	5 pick-ups per week	<u>131.10</u>		<u>13.76</u>		<u>23.87</u>		<u>168.73</u>	per month
	6 pick-up per week	<u>157.31</u>		<u>16.12</u>		<u>28.66</u>		<u>202.09</u>	per month
4d.	<u>3 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>79.31</u>		<u>11.93</u>		<u>20.76</u>		<u>112.00</u>	per month
	2 pick-ups per week	<u>118.41</u>		<u>24.33</u>		<u>42.26</u>		<u>185.00</u>	per month
	3 pick-ups per week	<u>145.01</u>		<u>36.52</u>		<u>63.47</u>		<u>245.00</u>	per month
	4 pick-ups per week	<u>182.06</u>		<u>48.54</u>		<u>84.40</u>		<u>315.00</u>	per month
	5 pick-ups per week	<u>219.14</u>		<u>60.57</u>		<u>105.29</u>		<u>385.00</u>	per month

	6 pick-up per week	<u>261.87</u>	<u>74.18</u>	<u>128.95</u>	<u>465.00</u>	per month
4e.	<u>4 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>102.67</u>		<u>15.46</u>	<u>26.87</u>	<u>145.00</u> per month
	2 pick-ups per week	<u>126.54</u>		<u>32.30</u>	<u>56.16</u>	<u>215.00</u> per month
	3 pick-ups per week	<u>175.41</u>		<u>47.32</u>	<u>82.27</u>	<u>305.00</u> per month
	4 pick-ups per week	<u>211.50</u>		<u>63.35</u>	<u>110.15</u>	<u>385.00</u> per month
	5 pick-ups per week	<u>247.56</u>		<u>79.40</u>	<u>138.04</u>	<u>465.00</u> per month
	6 pick-up per week	<u>283.63</u>		<u>95.44</u>	<u>165.93</u>	<u>545.00</u> per month

5. Multi-Family Standard Service

5a.	<u>3 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>79.31</u>		<u>11.93</u>	<u>20.76</u>	<u>112.00</u> per month
	2 pick-ups per week	<u>118.41</u>		<u>24.33</u>	<u>42.26</u>	<u>185.00</u> per month
	3 pick-ups per week	<u>145.01</u>		<u>36.52</u>	<u>63.47</u>	<u>245.00</u> per month
	4 pick-ups per week	<u>182.06</u>		<u>48.54</u>	<u>84.40</u>	<u>315.00</u> per month
	5 pick-ups per week	<u>219.14</u>		<u>60.57</u>	<u>105.29</u>	<u>385.00</u> per month
	6 pick-up per week	<u>261.87</u>		<u>74.18</u>	<u>128.95</u>	<u>465.00</u> per month
5b.	<u>4 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>102.67</u>		<u>15.46</u>	<u>26.87</u>	<u>145.00</u> per month
	2 pick-ups per week	<u>126.54</u>		<u>32.30</u>	<u>56.16</u>	<u>215.00</u> per month
	3 pick-ups per week	<u>175.41</u>		<u>47.32</u>	<u>82.27</u>	<u>305.00</u> per month
	4 pick-ups per week	<u>211.50</u>		<u>63.35</u>	<u>110.15</u>	<u>385.00</u> per month
	5 pick-ups per week	<u>247.56</u>		<u>79.40</u>	<u>138.04</u>	<u>465.00</u> per month
	6 pick-up per week	<u>283.63</u>		<u>95.44</u>	<u>165.93</u>	<u>545.00</u> per month

6. Permanent Compactor and Roll Off Box Service

6a.	<u>10 Cu. Yd. Compactor</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	On-call or Scheduled Service	<u>213.54</u>		<u>0.00</u>	Gate Fee/Ton * <u>44.09/Ton *</u>	<u>213.54 +</u> <u>Gate Fee/Ton</u> per pull
6b.	<u>40 Cu. Yd. Compactor</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	On-call or Scheduled Service	<u>213.54</u>		<u>0.00</u>	Gate Fee/Ton * <u>44.09/Ton *</u>	<u>213.54 +</u> <u>Gate Fee/Ton</u> per pull

6c.	10 Cu. Yd. Roll Off Box	Collection	+	Processing	+	Disposal	=	Total	
	On-call or Scheduled Service	190.95		0.00		Gate Fee/Ton * 44.09/Ton *		190.95 + Gate Fee/Ton	per pull

6d.	40 Cu. Yd. Roll Off Box	Collection	+	Processing	+	Disposal	=	Total	
	On-call or Scheduled Service	190.95		0.00		Gate Fee/Ton * 44.09/Ton *		190.95 + Gate Fee/Ton	per pull

* Gate Fee (or tipping fee) per ton at O.C. Landfill

7. Temporary 3 Cubic Yard CUBs & Roll Off Box Service

7a.	3 Cubic Yard CUB	Collection	+	Processing	+	Disposal	=	Total	
		91.14		7.27		12.61		111.02	per pull

7b.	10 Cubic Yard Roll-Off	Collection	+	Processing	+	Disposal	=	Total	
		190.95		0.00		Gate Fee/Ton * 44.09/Ton *		190.95 + Gate Fee/Ton	per pull

7c.	40 Cubic Yard Roll-Off	Collection	+	Processing	+	Disposal	=	Total	
		190.95		0.00		Gate Fee/Ton * 44.09/Ton *		190.95 + Gate Fee/Ton	per pull

8. Special Event Service

		Collection	+	Processing	+	Disposal	=	Total	
8a.	MSW Cart (60 gallon)	5.74		2.36		4.13		12.23	per container
8b.	MSW Cart (90 gallon)	5.74		2.76		4.80		13.30	per container
8c.	Recycling Cart (60 gallon)	5.73		4.94		0.27		10.94	per container
8d.	Recycling Cart (90 gallon)	5.73		6.18		0.34		12.25	per container
8e.	MSW 3 Cu. Yard Bin	83.16		12.51		21.76		117.43	per container
8f.	Recycling 3 Cu. Yard Bin	36.85		20.67		1.44		58.96	per container
8g.	MSW 10 Cu. Yard Roll-Off	190.95		44.09/ton		0.00		190.95 + 44.09/ton	per pull
8h.	Recycling 10 Cu. Yd. Roll-off	190.95		44.09/ton		0.00		190.95 + 44.09/ton	per pull
8i.	MSW 40 Cu. Yd. Roll-off	190.95		44.09/ton		0.00		190.95 + 44.09/ton	per pull
8j.	Recycling 40 Cu. Yd. Roll-off	190.95		44.09/ton		0.00		190.95 + 44.09/ton	per pull

9. HOA Stable Bedding and Manure Recycling Service

9a.	<u>90 Gallon Cart</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>14.12</u>		<u>5.83</u>		<u>0.00</u>		<u>19.95</u>	per month
	2 pick-ups per week	<u>28.23</u>		<u>11.67</u>		<u>0.00</u>		<u>39.90</u>	per month
	3 pick-ups per week	<u>42.35</u>		<u>17.50</u>		<u>0.00</u>		<u>59.85</u>	per month
	4 pick-ups per week	<u>56.47</u>		<u>23.33</u>		<u>0.00</u>		<u>79.80</u>	per month
	5 pick-ups per week	<u>70.58</u>		<u>29.17</u>		<u>0.00</u>		<u>99.75</u>	per month
	6 pick-up per week	<u>84.69</u>		<u>35.01</u>		<u>0.00</u>		<u>119.70</u>	per month
9b.	<u>3 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>63.49</u>		<u>34.51</u>		<u>0.00</u>		<u>98.00</u>	per month
	2 pick-ups per week	<u>91.86</u>		<u>68.14</u>		<u>0.00</u>		<u>160.00</u>	per month
	3 pick-ups per week	<u>109.98</u>		<u>100.02</u>		<u>0.00</u>		<u>210.00</u>	per month
	4 pick-ups per week	<u>137.54</u>		<u>132.46</u>		<u>0.00</u>		<u>270.00</u>	per month
	5 pick-ups per week	<u>155.14</u>		<u>154.86</u>		<u>0.00</u>		<u>310.00</u>	per month
	6 pick-up per week	<u>173.00</u>		<u>177.00</u>		<u>0.00</u>		<u>350.00</u>	per month
9c.	<u>10 Cubic Yard Roll-Off</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
		<u>110.36</u>		<u>114.64</u>		<u>0.00</u>		<u>225.00</u>	per pull
9d.	<u>40 Cubic Yard Roll-Off</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
		<u>110.36</u>		<u>114.64</u>		<u>0.00</u>		<u>225.00</u>	per pull

10. Emergency Service

		<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
10a.	90 Gallon Cart	<u>31.45</u>		<u>2.75</u>		<u>4.76</u>		<u>38.96</u>	per container
10b.	3 Cu. Yard Bin	<u>99.72</u>		<u>12.50</u>		<u>21.75</u>		<u>133.97</u>	per container
10c.	10 Cu. Yard Roll-Off	<u>229.14</u>		<u>44.09/ton</u>		<u>0.00</u>		<u>229.14 + 44.09/ton</u>	per pull
10d.	40 Cu. Yard Roll-Off	<u>229.14</u>		<u>44.09/ton</u>		<u>0.00</u>		<u>229.14 + 44.09/ton</u>	per pull

11. Other Services and Special Services

	Total	
11a. Residential Bulky Goods Collection Service (4 items per pick-up: 2 free bulky Goods pick-ups/yr.)	<u>28.68</u>	per pick-up
11b. Commercial Bulky Goods Collection Service (4 items per pick-up)	<u>51.62</u>	per pick-up
11c. Residential Bulky Good Collection for items containing Freon.	<u>0.00</u>	per item
11d. Commercial Bulky Good Collection for items containing Freon.	<u>51.62</u>	per item
11e. Residential Electronic Waste Collection	<u>0.00</u>	per item
11f. Commercial Electronic Waste Collection	<u>28.68</u>	per item
11g. Repair and Maintenance of Compactor	<u>84.81/hour</u>	per service
11h. Cart Exchange	<u>0.00</u>	per Cart
11i. Bin Locking Lids	<u>17.20</u>	per month
11j. Commercial Bin Wheel-Out Service (25' - 50')	<u>28.68</u>	per month
11k. Commercial Bin Wheel-Out Service (51' - 75')	<u>57.35</u>	per month
11l. Additional Bin Pick-up Request (For 2. Stable Bedding and Manure; 3. Commercial Recycling Commingled; 4. Commercial 'A' and 'B' Route; 5. Multi-Family Standard Service; and 9. HOA Stable Bedding and Manure Bin Service only).	<u>44.73</u>	per Bin
11m. Additional Cart Pick-up Request (For 3. Commercial Recycling Commingled; 4. Commercial 'A' and 'B' Route; 9 HOA Stable Bedding and Manure Cart Service only)	<u>17.20</u>	per Cart

The Following Services will be provided to a customer free of charge.

- 11n. Residential Backyard Wheel-Out Service for customers providing a physician's note.
- 11o. Commercial Glass Recycling (35, 60, 90 gallon Carts)
- 11p. Commercial Bin Wheel-Out Service for a distance less than 25 feet.
- 11q. Residential HHW Door Side Collection Service (2 pick-ups/yr)
- 11r. Residential UW Door Side Collection Service (2 pick-ups/yr)

12. Temporary COD Roll Off Box Service

	Collection	Processing	Disposal	Total	
12a. 40 Cu. Yard Roll-Off	<u>196.16</u>	<u>263.84</u>	<u>0.00</u>	<u>460.00</u>	per container
12b. 10 Cu. Yard Roll-Off	<u>192.50</u>	<u>345.23</u>	<u>0.00</u>	<u>537.73</u>	per container

13. Commercial Recycling Food Waste Service

13a.	35 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	12.90		3.68		0.20		16.78	per month
	2 pick-ups per week	25.81		7.36		0.39		33.56	per month
	3 pick-ups per week	38.71		11.04		0.61		50.36	per month
	4 pick-ups per week	51.64		14.72		0.80		67.16	per month
	5 pick-ups per week	64.52		18.42		0.99		83.93	per month
	6 pick-up per week	77.44		22.09		1.20		100.73	per month
13b.	60 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	12.91		4.92		0.28		18.11	per month
	2 pick-ups per week	25.82		9.84		0.56		36.22	per month
	3 pick-ups per week	38.74		14.76		0.83		54.33	per month
	4 pick-ups per week	51.67		19.70		1.08		72.45	per month
	5 pick-ups per week	64.57		24.61		1.37		90.55	per month
	6 pick-up per week	77.49		29.55		1.64		108.68	per month
13c.	2 Cubic Yard Bin	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	28.58		10.69		0.74		40.01	per month
	2 pick-ups per week	42.95		23.57		1.64		68.16	per month
	3 pick-ups per week	66.76		36.64		2.56		105.96	per month
	4 pick-ups per week	84.45		46.35		3.24		134.04	per month
	5 pick-ups per week	102.15		56.07		3.90		162.12	per month
	6 pick-up per week	119.82		65.77		4.60		190.19	per month

EXHIBIT "2"

Attachment E
PROPOSED RATES TO BE CHARGED

1. Source-Separated Recycling Service

1a.	35 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	13.13		0.00		0.00		13.13	per month
	2 pick-ups per week	26.23		0.00		0.00		26.23	per month
	3 pick-ups per week	39.35		0.00		0.00		39.35	per month
	4 pick-ups per week	52.48		0.00		0.00		52.48	per month
	5 pick-ups per week	65.59		0.00		0.00		65.59	per month
	6 pick-up per week	78.71		0.00		0.00		78.71	per month
1b.	60 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	14.71		0.00		0.00		14.71	per month
	2 pick-ups per week	29.41		0.00		0.00		29.41	per month
	3 pick-ups per week	44.12		0.00		0.00		44.12	per month
	4 pick-ups per week	58.84		0.00		0.00		58.84	per month
	5 pick-ups per week	73.52		0.00		0.00		73.52	per month
	6 pick-up per week	88.25		0.00		0.00		88.25	per month
1c.	90 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	16.26		0.00		0.00		16.26	per month
	2 pick-ups per week	32.47		0.00		0.00		32.47	per month
	3 pick-ups per week	48.72		0.00		0.00		48.72	per month
	4 pick-ups per week	64.96		0.00		0.00		64.96	per month
	5 pick-ups per week	81.19		0.00		0.00		81.19	per month
	6 pick-up per week	97.45		0.00		0.00		97.45	per month
1d.	2 Cubic Yard Bin	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	31.15		0.00		0.00		31.15	per month
	2 pick-ups per week	51.11		0.00		0.00		51.11	per month
	3 pick-ups per week	74.10		0.00		0.00		74.10	per month

	4 pick-ups per week	<u>92.83</u>	<u>0.00</u>	<u>0.00</u>	<u>92.83</u>	per month
	5 pick-ups per week	<u>111.58</u>	<u>0.00</u>	<u>0.00</u>	<u>111.58</u>	per month
1e.	3 Cubic Yard Bin	Collection	+	Processing	+	Disposal = Total
	1 pick-up per week	<u>39.45</u>	<u>0.00</u>	<u>0.00</u>	<u>39.45</u>	per month
	2 pick-ups per week	<u>59.18</u>	<u>0.00</u>	<u>0.00</u>	<u>59.18</u>	per month
	3 pick-ups per week	<u>98.64</u>	<u>0.00</u>	<u>0.00</u>	<u>98.64</u>	per month
	4 pick-ups per week	<u>120.00</u>	<u>0.00</u>	<u>0.00</u>	<u>120.00</u>	per month
	5 pick-ups per week	<u>124.86</u>	<u>0.00</u>	<u>0.00</u>	<u>124.86</u>	per month
1f.	4 Cubic Yard Bin	Collection	+	Processing	+	Disposal = Total
	1 pick-up per week	<u>43.62</u>	<u>0.00</u>	<u>0.00</u>	<u>43.62</u>	per month
	2 pick-ups per week	<u>87.23</u>	<u>0.00</u>	<u>0.00</u>	<u>87.23</u>	per month
	3 pick-ups per week	<u>130.85</u>	<u>0.00</u>	<u>0.00</u>	<u>130.85</u>	per month
	4 pick-ups per week	<u>174.46</u>	<u>0.00</u>	<u>0.00</u>	<u>174.46</u>	per month
	5 pick-ups per week	<u>218.08</u>	<u>0.00</u>	<u>0.00</u>	<u>218.08</u>	per month
	6 pick-up per week	<u>260.00</u>	<u>0.00</u>	<u>0.00</u>	<u>260.00</u>	per month
1g.	6 Cubic Yard Bin	Collection	+	Processing	+	Disposal = Total
	1 pick-up per week	<u>59.00</u>	<u>0.00</u>	<u>0.00</u>	<u>59.00</u>	per month
	2 pick-ups per week	<u>125.00</u>	<u>0.00</u>	<u>0.00</u>	<u>125.00</u>	per month
	3 pick-ups per week	<u>185.00</u>	<u>0.00</u>	<u>0.00</u>	<u>185.00</u>	per month
	4 pick-ups per week	<u>205.00</u>	<u>0.00</u>	<u>0.00</u>	<u>205.00</u>	per month
	5 pick-ups per week	<u>245.00</u>	<u>0.00</u>	<u>0.00</u>	<u>245.00</u>	per month
	6 pick-up per week	<u>315.00</u>	<u>0.00</u>	<u>0.00</u>	<u>315.00</u>	per month
1h.	10 Cubic Yard Roll-Off	Collection	+	Processing	+	Disposal = Total
	1 pick-up per week	<u>190.95</u>	<u>44.09/ton</u>	<u>0.00</u>	<u>190.95 + 44.09/ton</u>	per pull
1i.	40 Cubic Yard Roll-Off	Collection	+	Processing	+	Disposal = Total
	1 pick-up per week	<u>190.95</u>	<u>44.09/ton</u>	<u>0.00</u>	<u>190.95 + 44.09/ton</u>	per pull

2. Commercial Recycling Commingled Service

2a.	<u>2 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>28.58</u>		<u>10.69</u>		<u>0.74</u>		<u>40.01</u>	per month
	2 pick-ups per week	<u>42.95</u>		<u>23.57</u>		<u>1.64</u>		<u>68.16</u>	per month
	3 pick-ups per week	<u>66.76</u>		<u>36.64</u>		<u>2.56</u>		<u>105.96</u>	per month
	4 pick-ups per week	<u>84.45</u>		<u>46.35</u>		<u>3.24</u>		<u>134.04</u>	per month
	5 pick-ups per week	<u>102.15</u>		<u>56.07</u>		<u>3.90</u>		<u>162.12</u>	per month
	6 pick-up per week	<u>119.82</u>		<u>65.77</u>		<u>4.60</u>		<u>190.19</u>	per month
2b.	<u>6 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>36.26</u>		<u>31.07</u>		<u>2.17</u>		<u>69.50</u>	per month
	2 pick-ups per week	<u>52.83</u>		<u>70.94</u>		<u>4.98</u>		<u>128.75</u>	per month
	3 pick-ups per week	<u>72.61</u>		<u>103.85</u>		<u>7.29</u>		<u>183.75</u>	per month
	4 pick-ups per week	<u>86.63</u>		<u>128.13</u>		<u>8.99</u>		<u>223.75</u>	per month
	5 pick-ups per week	<u>102.72</u>		<u>155.13</u>		<u>10.90</u>		<u>268.75</u>	per month
	6 pick-up per week	<u>124.58</u>		<u>190.78</u>		<u>13.39</u>		<u>328.75</u>	per month

3. Commercial MSW 'A' Route and 'B' Route Service

3a.	<u>2 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>78.43</u>		<u>7.87</u>		<u>13.70</u>		<u>100.00</u>	per month
	2 pick-ups per week	<u>120.00</u>		<u>16.45</u>		<u>28.55</u>		<u>165.00</u>	per month
	3 pick-ups per week	<u>147.27</u>		<u>24.74</u>		<u>42.99</u>		<u>215.00</u>	per month
	4 pick-ups per week	<u>184.94</u>		<u>32.89</u>		<u>57.17</u>		<u>275.00</u>	per month
	5 pick-ups per week	<u>222.65</u>		<u>41.03</u>		<u>71.32</u>		<u>335.00</u>	per month
	6 pick-up per week	<u>260.34</u>		<u>49.18</u>		<u>85.48</u>		<u>395.00</u>	per month
3b.	<u>6 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>92.77</u>		<u>24.55</u>		<u>42.68</u>		<u>160.00</u>	per month
	2 pick-ups per week	<u>130.62</u>		<u>49.06</u>		<u>85.32</u>		<u>265.00</u>	per month
	3 pick-ups per week	<u>160.00</u>		<u>74.86</u>		<u>130.14</u>		<u>365.00</u>	per month
	4 pick-ups per week	<u>195.64</u>		<u>98.34</u>		<u>171.02</u>		<u>465.00</u>	per month
	5 pick-ups per week	<u>235.06</u>		<u>214.86</u>		<u>215.08</u>		<u>665.00</u>	per month

6 pick-up per week	<u>275.36</u>	<u>149.56</u>	<u>260.08</u>	<u>685.00</u> per month
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4. Multi-Family Standard Service

4a.	35 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	<u>21.67</u>		<u>1.98</u>		<u>3.40</u>		<u>27.05</u>	per month
	2 pick-ups per week	<u>43.29</u>		<u>3.93</u>		<u>6.83</u>		<u>54.05</u>	per month
	3 pick-ups per week	<u>64.96</u>		<u>5.90</u>		<u>10.23</u>		<u>81.09</u>	per month
	4 pick-ups per week	<u>86.61</u>		<u>7.86</u>		<u>13.66</u>		<u>108.13</u>	per month
	5 pick-ups per week	<u>108.26</u>		<u>9.83</u>		<u>17.05</u>		<u>135.14</u>	per month
	6 pick-up per week	<u>129.92</u>		<u>11.79</u>		<u>20.48</u>		<u>162.19</u>	per month
4b.	60 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	<u>23.95</u>		<u>2.35</u>		<u>4.10</u>		<u>30.40</u>	per month
	2 pick-ups per week	<u>47.88</u>		<u>4.70</u>		<u>8.19</u>		<u>60.77</u>	per month
	3 pick-ups per week	<u>71.82</u>		<u>7.06</u>		<u>12.31</u>		<u>91.19</u>	per month
	4 pick-ups per week	<u>95.73</u>		<u>9.41</u>		<u>16.42</u>		<u>121.56</u>	per month
	5 pick-ups per week	<u>119.68</u>		<u>11.76</u>		<u>20.51</u>		<u>151.95</u>	per month
	6 pick-up per week	<u>143.61</u>		<u>14.11</u>		<u>24.61</u>		<u>182.33</u>	per month
4c.	90 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	<u>26.22</u>		<u>2.75</u>		<u>4.76</u>		<u>33.73</u>	per month
	2 pick-ups per week	<u>52.43</u>		<u>5.50</u>		<u>9.55</u>		<u>67.48</u>	per month
	3 pick-ups per week	<u>78.66</u>		<u>8.26</u>		<u>14.32</u>		<u>101.24</u>	per month
	4 pick-ups per week	<u>104.89</u>		<u>11.01</u>		<u>19.11</u>		<u>135.01</u>	per month
	5 pick-ups per week	<u>131.10</u>		<u>13.76</u>		<u>23.87</u>		<u>168.73</u>	per month
	6 pick-up per week	<u>157.31</u>		<u>16.12</u>		<u>28.66</u>		<u>202.09</u>	per month
4d.	2 Cubic Yard Bin	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	<u>78.43</u>		<u>7.87</u>		<u>13.70</u>		<u>100.00</u>	per month
	2 pick-ups per week	<u>120.00</u>		<u>16.45</u>		<u>28.55</u>		<u>165.00</u>	per month
	3 pick-ups per week	<u>147.27</u>		<u>24.74</u>		<u>42.99</u>		<u>215.00</u>	per month
	4 pick-ups per week	<u>184.94</u>		<u>32.89</u>		<u>57.17</u>		<u>275.00</u>	per month

	5 pick-ups per week	<u>222.65</u>	<u>41.03</u>	<u>71.32</u>	<u>335.00</u>	per month							
	6 pick-up per week	<u>260.34</u>	<u>49.18</u>	<u>85.48</u>	<u>395.00</u>	per month							
4e.	<table border="1"><tr><td>6 Cubic Yard Bin</td></tr></table>	6 Cubic Yard Bin	<table border="1"><tr><td>Collection</td></tr></table>	Collection	+	<table border="1"><tr><td>Processing</td></tr></table>	Processing	+	<table border="1"><tr><td>Disposal</td></tr></table>	Disposal	=	<table border="1"><tr><td>Total</td></tr></table>	Total
6 Cubic Yard Bin													
Collection													
Processing													
Disposal													
Total													
	1 pick-up per week	<u>92.77</u>	<u>24.55</u>	<u>42.68</u>	<u>160.00</u>	per month							
	2 pick-ups per week	<u>130.62</u>	<u>49.06</u>	<u>85.32</u>	<u>265.00</u>	per month							
	3 pick-ups per week	<u>160.00</u>	<u>74.86</u>	<u>130.14</u>	<u>365.00</u>	per month							
	4 pick-ups per week	<u>195.64</u>	<u>98.34</u>	<u>171.02</u>	<u>465.00</u>	per month							
	5 pick-ups per week	<u>231.44</u>	<u>121.79</u>	<u>211.77</u>	<u>565.00</u>	per month							
	6 pick-up per week	<u>275.36</u>	<u>149.56</u>	<u>260.08</u>	<u>685.00</u>	per month							

5. Multi-family Recycling Commingled Service

5a.	35 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	12.90		3.68		0.20		16.78	per month
	2 pick-ups per week	25.81		7.36		0.39		33.56	per month
	3 pick-ups per week	38.71		11.04		0.61		50.36	per month
	4 pick-ups per week	51.64		14.72		0.80		67.16	per month
	5 pick-ups per week	64.52		18.42		0.99		83.93	per month
	6 pick-up per week	77.44		22.09		1.20		100.73	per month
5b.	60 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	12.91		4.92		0.28		18.11	per month
	2 pick-ups per week	25.82		9.84		0.56		36.22	per month
	3 pick-ups per week	38.74		14.76		0.83		54.33	per month
	4 pick-ups per week	51.67		19.70		1.08		72.45	per month
	5 pick-ups per week	64.57		24.61		1.37		90.55	per month
	6 pick-up per week	77.49		29.55		1.64		108.68	per month
5c.	90 Gallon Cart	Collection	+	Processing	+	Disposal	=	Total	
	1 pick-up per week	12.92		6.16		0.34		19.42	per month
	2 pick-ups per week	25.84		12.30		0.68		38.82	per month
	3 pick-ups per week	38.77		18.48		1.02		58.27	per month
	4 pick-ups per week	51.71		24.62		1.38		77.71	per month

	5 pick-ups per week	<u>64.61</u>	<u>30.78</u>	<u>1.72</u>	<u>97.11</u>	per month
	6 pick-up per week	<u>77.55</u>	<u>36.94</u>	<u>2.06</u>	<u>116.55</u>	per month
5d.	<u>2 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>28.58</u>	<u>10.69</u>	<u>0.74</u>	<u>40.01</u>	per month
	2 pick-ups per week	<u>42.95</u>	<u>23.57</u>	<u>1.64</u>	<u>68.16</u>	per month
	3 pick-ups per week	<u>66.76</u>	<u>36.64</u>	<u>2.56</u>	<u>105.96</u>	per month
	4 pick-ups per week	<u>84.45</u>	<u>46.35</u>	<u>3.24</u>	<u>134.04</u>	per month
	5 pick-ups per week	<u>102.15</u>	<u>56.07</u>	<u>3.90</u>	<u>162.12</u>	per month
	6 pick-up per week	<u>126.96</u>	<u>59.10</u>	<u>4.13</u>	<u>190.19</u>	per month
5e.	<u>3 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>29.50</u>	<u>16.55</u>	<u>1.16</u>	<u>47.21</u>	per month
	2 pick-ups per week	<u>40.31</u>	<u>33.21</u>	<u>2.32</u>	<u>75.84</u>	per month
	3 pick-ups per week	<u>57.43</u>	<u>47.32</u>	<u>3.32</u>	<u>108.07</u>	per month
	4 pick-ups per week	<u>81.21</u>	<u>66.91</u>	<u>4.68</u>	<u>152.80</u>	per month
	5 pick-ups per week	<u>98.34</u>	<u>81.01</u>	<u>5.67</u>	<u>185.02</u>	per month
	6 pick-up per week	<u>120.01</u>	<u>98.79</u>	<u>6.94</u>	<u>225.74</u>	per month
5f.	<u>4 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>36.28</u>	<u>20.36</u>	<u>1.42</u>	<u>58.06</u>	per month
	2 pick-ups per week	<u>51.75</u>	<u>42.63</u>	<u>2.99</u>	<u>97.37</u>	per month
	3 pick-ups per week	<u>75.30</u>	<u>62.04</u>	<u>4.34</u>	<u>141.68</u>	per month
	4 pick-ups per week	<u>97.52</u>	<u>80.34</u>	<u>5.62</u>	<u>183.48</u>	per month
	5 pick-ups per week	<u>119.73</u>	<u>98.63</u>	<u>6.93</u>	<u>225.29</u>	per month
	6 pick-up per week	<u>141.95</u>	<u>116.95</u>	<u>8.20</u>	<u>267.10</u>	per month
5g.	<u>5 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u> = <u>Total</u>
	1 pick-up per week	<u>36.26</u>	<u>31.07</u>	<u>2.17</u>	<u>69.50</u>	per month
	2 pick-ups per week	<u>52.83</u>	<u>70.94</u>	<u>4.98</u>	<u>128.75</u>	per month
	3 pick-ups per week	<u>72.61</u>	<u>103.85</u>	<u>7.29</u>	<u>183.75</u>	per month
	4 pick-ups per week	<u>86.63</u>	<u>128.13</u>	<u>8.99</u>	<u>223.75</u>	per month
	5 pick-ups per week	<u>102.72</u>	<u>155.13</u>	<u>10.90</u>	<u>268.75</u>	per month

6 pick-up per week	<u>124.58</u>	<u>190.78</u>	<u>13.39</u>	<u>328.75</u>	per month
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6. Temporary Bin & Roll Off Box Service

6a.	<u>2 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
		<u>91.06</u>		<u>4.85</u>		<u>8.40</u>		<u>104.31</u>	per pull
6b.	<u>6 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
		<u>91.33</u>		<u>14.57</u>		<u>25.28</u>		<u>131.18</u>	per pull
6c.	<u>20 Cubic Yard Roll-Off</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
		<u>190.95</u>		<u>22.05/ton</u>		<u>0.00</u>		<u>190.95 + 22.05/ton</u>	per pull
6d.	<u>30 Cubic Yard Roll-Off</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
		<u>190.95</u>		<u>33.06/ton</u>		<u>0.00</u>		<u>190.95 + 33.06/ton</u>	per pull

7. Compactor Service - (Processing Recyclables)

7a.	<u>3 Cu. Yard Compactor</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>94.87</u>		<u>31.35</u>		<u>54.52</u>		<u>180.74</u>	per month
	2 pick-ups per week	<u>133.84</u>		<u>62.78</u>		<u>109.21</u>		<u>305.83</u>	per month
	3 pick-ups per week	<u>161.34</u>		<u>94.28</u>		<u>163.93</u>		<u>419.55</u>	per month
	4 pick-ups per week	<u>200.25</u>		<u>125.72</u>		<u>218.67</u>		<u>544.64</u>	per month
	5 pick-ups per week	<u>239.17</u>		<u>157.18</u>		<u>273.38</u>		<u>669.73</u>	per month
	6 pick-up per week	<u>278.09</u>		<u>188.65</u>		<u>328.09</u>		<u>794.83</u>	per month
7b.	<u>4 Cu. Yard Compactor</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>94.98</u>		<u>40.93</u>		<u>71.18</u>		<u>207.09</u>	per month
	2 pick-ups per week	<u>133.98</u>		<u>81.98</u>		<u>142.54</u>		<u>358.50</u>	per month
	3 pick-ups per week	<u>161.50</u>		<u>123.07</u>		<u>213.99</u>		<u>498.56</u>	per month
	4 pick-ups per week	<u>200.45</u>		<u>164.12</u>		<u>285.38</u>		<u>649.95</u>	per month
	5 pick-ups per week	<u>239.41</u>		<u>205.18</u>		<u>356.80</u>		<u>801.39</u>	per month
	6 pick-up per week	<u>278.36</u>		<u>246.26</u>		<u>428.20</u>		<u>952.82</u>	per month
7c.	<u>10 Cu. Yard Compactor</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
		<u>190.95</u>		<u>22.05/ton</u>		<u>0.00</u>		<u>190.95 + 22.05/ton</u>	per pull

7d.	<u>20 Cu. Yard Compactor</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
		<u>190.95</u>		<u>27.56/ton</u>		<u>0.00</u>		<u>190.95 + 27.56/ton</u>	per pull
7e.	<u>30 Cu. Yard Compactor</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
		<u>190.95</u>		<u>33.06/ton</u>		<u>0.00</u>		<u>190.95 + 33.06/ton</u>	per pull
7f.	<u>40 Cu. Yard Compactor</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>190.95</u>		<u>44.09/ton</u>		<u>0.00</u>		<u>190.95 + 44.09/ton</u>	per pull

8. HOA Stable Bedding and Manure Recycling Service

8a.	<u>2 Cubic Yard Bin</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>55.02</u>		<u>19.93</u>		<u>0.00</u>		<u>74.95</u>	per month
	2 pick-ups per week	<u>100.30</u>		<u>49.60</u>		<u>0.00</u>		<u>149.90</u>	per month
	3 pick-ups per week	<u>118.29</u>		<u>71.71</u>		<u>0.00</u>		<u>190.00</u>	per month
	4 pick-ups per week	<u>152.26</u>		<u>97.74</u>		<u>0.00</u>		<u>250.00</u>	per month
	5 pick-ups per week	<u>174.13</u>		<u>115.87</u>		<u>0.00</u>		<u>290.00</u>	per month
	6 pick-up per week	<u>196.20</u>		<u>133.80</u>		<u>0.00</u>		<u>330.00</u>	per month
8b.	<u>20 Cubic Yard Roll-Off</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>110.36</u>		<u>114.64</u>		<u>0.00</u>		<u>225.00</u>	per pull
8c.	<u>30 Cubic Yard Roll-Off</u>	<u>Collection</u>	+	<u>Processing</u>	+	<u>Disposal</u>	=	<u>Total</u>	
	1 pick-up per week	<u>110.36</u>		<u>114.64</u>		<u>0.00</u>		<u>225.00</u>	per pull

Attachment 3 - CR&R Proposed Rates

E - Attachment E Rates

Service Description			Laguna Hills Rate (July 1, 2014)	Proposed Laguna Hills Rates	\$ Change from 7/1/14 rates	% Change
<u>Residential Basic Level Service</u>						
1	3 Cart Service	35, 60, 90 gallon (1st Cart)	16.07	14.00	(2.07)	-12.9%
2	Recycling Brown Cart	Additional Cart*	4.14	3.00	(1.14)	-27.5%
3	Yardwaste Green Cart**	Additional Cart*	4.67	4.50	(0.17)	-3.6%
4	MSW Black Cart	Additional Cart	7.26	6.50	(0.76)	-10.5%
<u>Residential Stable Bedding and Manure Service</u>						
5	3 Cubic Yard Bin	1 pick-up per week	157.81	98.00	(59.81)	-37.9%
6	3 Cubic Yard Bin	2 pick-ups per week	260.93	160.00	(100.93)	-38.7%
7	3 Cubic Yard Bin	3 pick-ups per week	349.99	210.00	(139.99)	-40.0%
8	3 Cubic Yard Bin	4 pick-ups per week	453.04	270.00	(183.04)	-40.4%
9	3 Cubic Yard Bin	5 pick-ups per week	556.12	310.00	(246.12)	-44.3%
10	3 Cubic Yard Bin	6 pick-ups per week	659.25	350.00	(309.25)	-46.9%
<u>Source-Separated Recycling Service (One material)</u>						
11	E 35 Gallon Cart	1 pick-up per week	13.52	13.13	(0.39)	-2.9%
12	E 35 Gallon Cart	2 pick-ups per week	27.01	26.23	(0.78)	-2.9%
13	E 35 Gallon Cart	3 pick-ups per week	40.52	39.35	(1.17)	-2.9%
14	E 35 Gallon Cart	4 pick-ups per week	54.04	52.48	(1.56)	-2.9%
15	E 35 Gallon Cart	5 pick-ups per week	67.54	65.59	(1.95)	-2.9%
16	E 35 Gallon Cart	6 pick-ups per week	81.05	78.71	(2.34)	-2.9%
17	E 60 Gallon Cart	1 pick-up per week	15.15	14.71	(0.44)	-2.9%
18	E 60 Gallon Cart	2 pick-ups per week	30.29	29.41	(0.88)	-2.9%
19	E 60 Gallon Cart	3 pick-ups per week	45.44	44.12	(1.32)	-2.9%
20	E 60 Gallon Cart	4 pick-ups per week	60.60	58.84	(1.76)	-2.9%
21	E 60 Gallon Cart	5 pick-ups per week	75.71	73.52	(2.19)	-2.9%
22	E 60 Gallon Cart	6 pick-ups per week	90.88	88.25	(2.63)	-2.9%
23	E 90 Gallon Cart	1 pick-up per week	16.74	16.26	(0.48)	-2.9%
24	E 90 Gallon Cart	2 pick-ups per week	33.44	32.47	(0.97)	-2.9%
25	E 90 Gallon Cart	3 pick-ups per week	50.17	48.72	(1.45)	-2.9%
26	E 90 Gallon Cart	4 pick-ups per week	66.89	64.96	(1.93)	-2.9%
27	E 90 Gallon Cart	5 pick-ups per week	83.61	81.19	(2.42)	-2.9%
28	E 90 Gallon Cart	6 pick-ups per week	100.36	97.45	(2.91)	-2.9%
29	E 2 Cubic Yard Bin	1 pick-up per week	37.71	31.15	(6.56)	-17.4%
30	E 2 Cubic Yard Bin	2 pick-ups per week	52.63	51.11	(1.52)	-2.9%
31	E 2 Cubic Yard Bin	3 pick-ups per week	76.31	74.10	(2.21)	-2.9%
32	E 2 Cubic Yard Bin	4 pick-ups per week	95.60	92.83	(2.77)	-2.9%
33	E 2 Cubic Yard Bin	5 pick-ups per week	114.91	111.58	(3.33)	-2.9%

Service Description		Laguna Hills Rate (July 1, 2014)	Proposed Laguna Hills Rates	\$ Change from 7/1/14 rates	% Change
34	E 3 Cubic Yard Bin	57.88	39.45	(18.43)	-31.8%
35	E 3 Cubic Yard Bin	92.98	59.18	(33.80)	-36.4%
36	E 3 Cubic Yard Bin	122.22	98.64	(23.58)	-19.3%
37	E 3 Cubic Yard Bin	157.30	120.00	(37.30)	-23.7%
38	E 3 Cubic Yard Bin	128.59	124.86	(3.73)	-2.9%
39	E 4 Cubic Yard Bin	75.45	43.62	(31.83)	-42.2%
40	E 4 Cubic Yard Bin	105.27	87.23	(18.04)	-17.1%
41	E 4 Cubic Yard Bin	152.63	130.85	(21.78)	-14.3%
42	E 4 Cubic Yard Bin	191.21	174.46	(16.75)	-8.8%
43	E 4 Cubic Yard Bin	229.80	218.08	(11.72)	-5.1%
44	E 4 Cubic Yard Bin	268.40	260.00	(8.40)	-3.1%
44	E 6 Cubic Yard Bin	115.80	59.00	(56.80)	-49.1%
45	E 6 Cubic Yard Bin	185.96	125.00	(60.96)	-32.8%
46	E 6 Cubic Yard Bin	244.43	185.00	(59.43)	-24.3%
47	E 6 Cubic Yard Bin	314.60	205.00	(109.60)	-34.8%
48	E 6 Cubic Yard Bin	257.16	245.00	(12.16)	-4.7%
49	E 6 Cubic Yard Bin	327.36	315.00	(12.36)	-3.8%
49	E 10 Cubic Yard Roll-Off	196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
50	E 40 Cubic Yard Roll-Off	196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
Commercial Glass Recycling					
51	35 Gallon Cart	0.00	0.00	0.00	0.0%
52	35 Gallon Cart	0.00	0.00	0.00	0.0%
53	35 Gallon Cart	0.00	0.00	0.00	0.0%
54	35 Gallon Cart	0.00	0.00	0.00	0.0%
55	35 Gallon Cart	0.00	0.00	0.00	0.0%
56	35 Gallon Cart	0.00	0.00	0.00	0.0%
56	60 Gallon Cart	0.00	0.00	0.00	0.0%
57	60 Gallon Cart	0.00	0.00	0.00	0.0%
58	60 Gallon Cart	0.00	0.00	0.00	0.0%
59	60 Gallon Cart	0.00	0.00	0.00	0.0%
60	60 Gallon Cart	0.00	0.00	0.00	0.0%
61	60 Gallon Cart	0.00	0.00	0.00	0.0%
61	90 Gallon Cart	0.00	0.00	0.00	0.0%
62	90 Gallon Cart	0.00	0.00	0.00	0.0%
63	90 Gallon Cart	0.00	0.00	0.00	0.0%
64	90 Gallon Cart	0.00	0.00	0.00	0.0%
65	90 Gallon Cart	0.00	0.00	0.00	0.0%

Service Description		Laguna Hills Rate (July 1, 2014)	Proposed Laguna Hills Rates	\$ Change from 7/1/14 rates	% Change
66	90 Gallon Cart 6 pick-ups per week	0.00	0.00	0.00	0.0%
Commercial Food Waste Program					
62	35 Gallon Cart 1 pick-up per week	17.23	16.78	(0.45)	-2.6%
63	35 Gallon Cart 2 pick-ups per week	34.46	33.56	(0.90)	-2.6%
64	35 Gallon Cart 3 pick-ups per week	51.71	50.36	(1.35)	-2.6%
65	35 Gallon Cart 4 pick-ups per week	68.96	67.16	(1.80)	-2.6%
66	35 Gallon Cart 5 pick-ups per week	86.18	83.93	(2.25)	-2.6%
67	35 Gallon Cart 6 pick-ups per week	103.42	100.73	(2.69)	-2.6%
67	60 Gallon Cart 1 pick-up per week	18.58	18.11	(0.47)	-2.5%
68	60 Gallon Cart 2 pick-ups per week	37.17	36.22	(0.95)	-2.6%
69	60 Gallon Cart 3 pick-ups per week	55.74	54.33	(1.41)	-2.5%
70	60 Gallon Cart 4 pick-ups per week	74.34	72.45	(1.89)	-2.5%
71	60 Gallon Cart 5 pick-ups per week	92.90	90.55	(2.35)	-2.5%
72	60 Gallon Cart 6 pick-ups per week	111.51	108.68	(2.83)	-2.5%
72	2 Cubic Yard Bin 1 pick-up per week	52.86	40.01	(12.85)	-24.3%
73	2 Cubic Yard Bin 2 pick-ups per week	81.62	68.16	(13.46)	-16.5%
74	2 Cubic Yard Bin 3 pick-ups per week	122.47	105.96	(16.51)	-13.5%
75	2 Cubic Yard Bin 4 pick-ups per week	163.27	134.04	(29.23)	-17.9%
76	2 Cubic Yard Bin 5 pick-ups per week	204.09	162.12	(41.97)	-20.6%
77	2 Cubic Yard Bin 6 pick-ups per week	244.92	190.19	(54.73)	-22.3%
Commercial Recycling Commingled Service					
78	35 Gallon Cart 1 pick-up per week	17.23	16.78	(0.45)	-2.6%
79	35 Gallon Cart 2 pick-ups per week	34.46	33.56	(0.90)	-2.6%
80	35 Gallon Cart 3 pick-ups per week	51.71	50.36	(1.35)	-2.6%
81	35 Gallon Cart 4 pick-ups per week	68.96	67.16	(1.80)	-2.6%
82	35 Gallon Cart 5 pick-ups per week	86.18	83.93	(2.25)	-2.6%
83	35 Gallon Cart 6 pick-ups per week	103.42	100.73	(2.69)	-2.6%
83	60 Gallon Cart 1 pick-up per week	18.58	18.11	(0.47)	-2.5%
84	60 Gallon Cart 2 pick-ups per week	37.17	36.22	(0.95)	-2.6%
85	60 Gallon Cart 3 pick-ups per week	55.74	54.33	(1.41)	-2.5%
86	60 Gallon Cart 4 pick-ups per week	74.34	72.45	(1.89)	-2.5%
87	60 Gallon Cart 5 pick-ups per week	92.90	90.55	(2.35)	-2.5%
88	60 Gallon Cart 6 pick-ups per week	111.51	108.68	(2.83)	-2.5%
88	90 Gallon Cart 1 pick-up per week	19.92	19.42	(0.50)	-2.5%
89	90 Gallon Cart 2 pick-ups per week	39.81	38.82	(0.99)	-2.5%
90	90 Gallon Cart 3 pick-ups per week	59.75	58.27	(1.48)	-2.5%
91	90 Gallon Cart 4 pick-ups per week	79.68	77.71	(1.97)	-2.5%
92	90 Gallon Cart 5 pick-ups per week	99.58	97.11	(2.47)	-2.5%

Service Description			Laguna Hills Rate (July 1, 2014)	Proposed Laguna Hills Rates	\$ Change from 7/1/14 rates	% Change
93	90 Gallon Cart	6 pick-ups per week	119.50	116.55	(2.95)	-2.5%
93 E	2 Cubic Yard Bin	1 pick-up per week	52.86	40.01	(12.85)	-24.3%
94 E	2 Cubic Yard Bin	2 pick-ups per week	81.62	68.16	(13.46)	-16.5%
95 E	2 Cubic Yard Bin	3 pick-ups per week	122.47	105.96	(16.51)	-13.5%
96 E	2 Cubic Yard Bin	4 pick-ups per week	163.27	134.04	(29.23)	-17.9%
97 E	2 Cubic Yard Bin	5 pick-ups per week	204.09	162.12	(41.97)	-20.6%
98 E	2 Cubic Yard Bin	6 pick-ups per week	244.92	190.19	(54.73)	-22.3%
99	3 Cubic Yard Bin	1 pick-up per week	60.42	47.21	(13.21)	-21.9%
100	3 Cubic Yard Bin	2 pick-ups per week	96.77	75.84	(20.93)	-21.6%
101	3 Cubic Yard Bin	3 pick-ups per week	145.19	108.07	(37.12)	-25.6%
102	3 Cubic Yard Bin	4 pick-ups per week	193.56	152.80	(40.76)	-21.1%
103	3 Cubic Yard Bin	5 pick-ups per week	241.93	185.02	(56.91)	-23.5%
104	3 Cubic Yard Bin	6 pick-ups per week	290.23	225.74	(64.49)	-22.2%
105	4 Cubic Yard Bin	1 pick-up per week	78.57	58.06	(20.51)	-26.1%
106	4 Cubic Yard Bin	2 pick-ups per week	125.81	97.37	(28.44)	-22.6%
107	4 Cubic Yard Bin	3 pick-ups per week	188.71	141.68	(47.03)	-24.9%
108	4 Cubic Yard Bin	4 pick-ups per week	251.62	183.48	(68.14)	-27.1%
109	4 Cubic Yard Bin	5 pick-ups per week	314.55	225.29	(89.26)	-28.4%
110	4 Cubic Yard Bin	6 pick-ups per week	377.43	267.10	(110.33)	-29.2%
111 E	6 Cubic Yard Bin	1 pick-up per week	94.79	69.50	(25.29)	-26.7%
112 E	6 Cubic Yard Bin	2 pick-ups per week	153.82	128.75	(25.07)	-16.3%
113 E	6 Cubic Yard Bin	3 pick-ups per week	224.88	183.75	(41.13)	-18.3%
114 E	6 Cubic Yard Bin	4 pick-ups per week	295.94	223.75	(72.19)	-24.4%
115 E	6 Cubic Yard Bin	5 pick-ups per week	367.01	268.75	(98.26)	-26.8%
116 E	6 Cubic Yard Bin	6 pick-ups per week	438.07	328.75	(109.32)	-25.0%
Commercial MSW 'A' Route and 'B' Route Service						
117	35 Gallon Cart	1 pick-up per week	27.76	27.05	(0.71)	-2.6%
118	35 Gallon Cart	2 pick-ups per week	55.47	54.05	(1.42)	-2.6%
119	35 Gallon Cart	3 pick-ups per week	83.22	81.09	(2.13)	-2.6%
120	35 Gallon Cart	4 pick-ups per week	110.98	108.13	(2.85)	-2.6%
121	35 Gallon Cart	5 pick-ups per week	138.69	135.14	(3.55)	-2.6%
122	35 Gallon Cart	6 pick-ups per week	166.46	162.19	(4.27)	-2.6%
123	60 Gallon Cart	1 pick-up per week	31.19	30.40	(0.79)	-2.5%
124	60 Gallon Cart	2 pick-ups per week	62.36	60.77	(1.59)	-2.5%
125	60 Gallon Cart	3 pick-ups per week	93.58	91.19	(2.39)	-2.6%
126	60 Gallon Cart	4 pick-ups per week	124.73	121.56	(3.17)	-2.5%
127	60 Gallon Cart	5 pick-ups per week	155.92	151.95	(3.97)	-2.5%
128	60 Gallon Cart	6 pick-ups per week	187.09	182.33	(4.76)	-2.5%

Service Description		Laguna Hills Rate (July 1, 2014)	Proposed Laguna Hills Rates	\$ Change from 7/1/14 rates	% Change
129	90 Gallon Cart	34.61	33.73	(0.88)	-2.5%
130	90 Gallon Cart	69.23	67.48	(1.75)	-2.5%
131	90 Gallon Cart	103.87	101.24	(2.63)	-2.5%
132	90 Gallon Cart	138.51	135.01	(3.50)	-2.5%
133	90 Gallon Cart	173.11	168.73	(4.38)	-2.5%
134	90 Gallon Cart	207.34	202.09	(5.25)	-2.5%
135 E	2 Cubic Yard Bin	108.64	100.00	(8.64)	-8.0%
136 E	2 Cubic Yard Bin	171.66	165.00	(6.66)	-3.9%
137 E	2 Cubic Yard Bin	222.97	215.00	(7.97)	-3.6%
138 E	2 Cubic Yard Bin	285.97	275.00	(10.97)	-3.8%
139 E	2 Cubic Yard Bin	348.99	335.00	(13.99)	-4.0%
140 E	2 Cubic Yard Bin	412.03	395.00	(17.03)	-4.1%
141	3 Cubic Yard Bin	120.33	112.00	(8.33)	-6.9%
142	3 Cubic Yard Bin	195.05	185.00	(10.05)	-5.2%
143	3 Cubic Yard Bin	258.05	245.00	(13.05)	-5.1%
144	3 Cubic Yard Bin	332.75	315.00	(17.75)	-5.3%
145	3 Cubic Yard Bin	407.51	385.00	(22.51)	-5.5%
146	3 Cubic Yard Bin	482.20	465.00	(17.20)	-3.6%
147	4 Cubic Yard Bin	156.80	145.00	(11.80)	-7.5%
148	4 Cubic Yard Bin	222.34	215.00	(7.34)	-3.3%
149	4 Cubic Yard Bin	322.99	305.00	(17.99)	-5.6%
150	4 Cubic Yard Bin	406.09	385.00	(21.09)	-5.2%
151	4 Cubic Yard Bin	489.20	465.00	(24.20)	-4.9%
152	4 Cubic Yard Bin	572.32	545.00	(27.32)	-4.8%
153 E	6 Cubic Yard Bin	167.15	160.00	(7.15)	-4.3%
154 E	6 Cubic Yard Bin	276.97	265.00	(11.97)	-4.3%
155 E	6 Cubic Yard Bin	375.09	365.00	(10.09)	-2.7%
156 E	6 Cubic Yard Bin	484.91	465.00	(19.91)	-4.1%
157 E	6 Cubic Yard Bin	689.24	665.00	(24.24)	-3.5%
158 E	6 Cubic Yard Bin	704.59	685.00	(19.59)	-2.8%
Multi-Family MSW Standard Service (Dirty MRF)					
159 E	35 Gallon Cart	27.76	27.05	(0.71)	-2.6%
160 E	35 Gallon Cart	55.47	54.05	(1.42)	-2.6%
161 E	35 Gallon Cart	83.22	81.09	(2.13)	-2.6%
162 E	35 Gallon Cart	110.98	108.13	(2.85)	-2.6%
163 E	35 Gallon Cart	138.69	135.14	(3.55)	-2.6%
164 E	35 Gallon Cart	166.46	162.19	(4.27)	-2.6%

Service Description		Laguna Hills Rate (July 1, 2014)	Proposed Laguna Hills Rates	\$ Change from 7/1/14 rates	% Change
165 E	60 Gallon Cart	31.19	30.40	(0.79)	-2.5%
166 E	60 Gallon Cart	62.36	60.77	(1.59)	-2.5%
167 E	60 Gallon Cart	93.58	91.19	(2.39)	-2.6%
168 E	60 Gallon Cart	124.73	121.56	(3.17)	-2.5%
169 E	60 Gallon Cart	155.92	151.95	(3.97)	-2.5%
170 E	60 Gallon Cart	187.09	182.33	(4.76)	-2.5%
171 E	90 Gallon Cart	34.61	33.73	(0.88)	-2.5%
172 E	90 Gallon Cart	69.23	67.48	(1.75)	-2.5%
173 E	90 Gallon Cart	103.87	101.24	(2.63)	-2.5%
174 E	90 Gallon Cart	138.51	135.01	(3.50)	-2.5%
175 E	90 Gallon Cart	173.11	168.73	(4.38)	-2.5%
176 E	90 Gallon Cart	207.34	202.09	(5.25)	-2.5%
177 E	2 Cubic Yard Bin	108.64	100.00	(8.64)	-8.0%
178 E	2 Cubic Yard Bin	171.66	165.00	(6.66)	-3.9%
179 E	2 Cubic Yard Bin	222.97	215.00	(7.97)	-3.6%
180 E	2 Cubic Yard Bin	285.97	275.00	(10.97)	-3.8%
181 E	2 Cubic Yard Bin	348.99	335.00	(13.99)	-4.0%
182 E	2 Cubic Yard Bin	412.03	395.00	(17.03)	-4.1%
183	3 Cubic Yard Bin	120.33	112.00	(8.33)	-6.9%
184	3 Cubic Yard Bin	195.05	185.00	(10.05)	-5.2%
185	3 Cubic Yard Bin	258.05	245.00	(13.05)	-5.1%
186	3 Cubic Yard Bin	332.75	315.00	(17.75)	-5.3%
187	3 Cubic Yard Bin	407.51	385.00	(22.51)	-5.5%
188	3 Cubic Yard Bin	482.20	465.00	(17.20)	-3.6%
189	4 Cubic Yard Bin	156.80	145.00	(11.80)	-7.5%
190	4 Cubic Yard Bin	222.34	215.00	(7.34)	-3.3%
191	4 Cubic Yard Bin	322.99	305.00	(17.99)	-5.6%
192	4 Cubic Yard Bin	406.09	385.00	(21.09)	-5.2%
193	4 Cubic Yard Bin	489.20	465.00	(24.20)	-4.9%
194	4 Cubic Yard Bin	572.32	545.00	(27.32)	-4.8%
195 E	6 Cubic Yard Bin	167.15	160.00	(7.15)	-4.3%
196 E	6 Cubic Yard Bin	276.97	265.00	(11.97)	-4.3%
197 E	6 Cubic Yard Bin	375.09	365.00	(10.09)	-2.7%
198 E	6 Cubic Yard Bin	484.91	465.00	(19.91)	-4.1%
199 E	6 Cubic Yard Bin	594.75	565.00	(29.75)	-5.0%
200 E	6 Cubic Yard Bin	704.59	685.00	(19.59)	-2.8%
Multi-Family Recycling Commingled Service					
201 E	35 Gallon Cart	17.23	16.78	(0.45)	-2.6%

Service Description		Laguna Hills Rate (July 1, 2014)	Proposed Laguna Hills Rates	\$ Change from 7/1/14 rates	% Change
202 E	35 Gallon Cart	34.46	33.56	(0.90)	-2.6%
203 E	35 Gallon Cart	51.71	50.36	(1.35)	-2.6%
204 E	35 Gallon Cart	68.96	67.16	(1.80)	-2.6%
205 E	35 Gallon Cart	86.18	83.93	(2.25)	-2.6%
206 E	35 Gallon Cart	103.42	100.73	(2.69)	-2.6%
207 E	60 Gallon Cart	18.58	18.11	(0.47)	-2.5%
208 E	60 Gallon Cart	37.17	36.22	(0.95)	-2.6%
209 E	60 Gallon Cart	55.74	54.33	(1.41)	-2.5%
210 E	60 Gallon Cart	74.34	72.45	(1.89)	-2.5%
211 E	60 Gallon Cart	92.90	90.55	(2.35)	-2.5%
212 E	60 Gallon Cart	111.51	108.68	(2.83)	-2.5%
213 E	90 Gallon Cart	19.92	19.42	(0.50)	-2.5%
214 E	90 Gallon Cart	39.81	38.82	(0.99)	-2.5%
215 E	90 Gallon Cart	59.75	58.27	(1.48)	-2.5%
216 E	90 Gallon Cart	79.68	77.71	(1.97)	-2.5%
217 E	90 Gallon Cart	99.58	97.11	(2.47)	-2.5%
218 E	90 Gallon Cart	119.50	116.55	(2.95)	-2.5%
219 E	2 Cubic Yard Bin	52.86	40.01	(12.85)	-24.3%
220 E	2 Cubic Yard Bin	81.62	68.16	(13.46)	-16.5%
221 E	2 Cubic Yard Bin	122.47	105.96	(16.51)	-13.5%
222 E	2 Cubic Yard Bin	163.27	134.04	(29.23)	-17.9%
223 E	2 Cubic Yard Bin	204.09	162.12	(41.97)	-20.6%
224 E	2 Cubic Yard Bin	272.57	190.19	(82.38)	-30.2%
225 E	3 Cubic Yard Bin	60.42	47.21	(13.21)	-21.9%
226 E	3 Cubic Yard Bin	96.77	75.84	(20.93)	-21.6%
227 E	3 Cubic Yard Bin	145.19	108.07	(37.12)	-25.6%
228 E	3 Cubic Yard Bin	193.56	152.80	(40.76)	-21.1%
229 E	3 Cubic Yard Bin	241.93	185.02	(56.91)	-23.5%
230 E	3 Cubic Yard Bin	290.23	225.74	(64.49)	-22.2%
231 E	4 Cubic Yard Bin	78.57	58.06	(20.51)	-26.1%
232 E	4 Cubic Yard Bin	125.81	97.37	(28.44)	-22.6%
233 E	4 Cubic Yard Bin	188.71	141.68	(47.03)	-24.9%
234 E	4 Cubic Yard Bin	251.62	183.48	(68.14)	-27.1%
235 E	4 Cubic Yard Bin	314.55	225.29	(89.26)	-28.4%
236 E	4 Cubic Yard Bin	377.43	267.10	(110.33)	-29.2%
237 E	6 Cubic Yard Bin	94.79	69.50	(25.29)	-26.7%
238 E	6 Cubic Yard Bin	153.82	128.75	(25.07)	-16.3%

Service Description		Laguna Hills Rate (July 1, 2014)	Proposed Laguna Hills Rates	\$ Change from 7/1/14 rates	% Change	
239 E	6 Cubic Yard Bin	3 pick-ups per week	224.88	183.75	(41.13)	-18.3%
240 E	6 Cubic Yard Bin	4 pick-ups per week	295.94	223.75	(72.19)	-24.4%
241 E	6 Cubic Yard Bin	5 pick-ups per week	367.01	268.75	(98.26)	-26.8%
242 E	6 Cubic Yard Bin	6 pick-ups per week	438.07	328.75	(109.32)	-25.0%
<u>Permanent Compactor and Roll Off Box Service (charge per pull)</u>						
243	10 Cu. Yd. Compactor	On-call or Scheduled Service	219.91 + Gate Fee/Ton	213.54 + 44.09/Ton	(6.37)	-1.3%
244	40 Cu. Yd. Compactor	On-call or Scheduled Service	219.91 + Gate Fee/Ton	213.54 + 44.09/Ton	(6.37)	-1.3%
245	10 Cu. Yd. Roll Off Box	On-call or Scheduled Service	196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
246	40 Cu. Yd. Roll Off Box	On-call or Scheduled Service	196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
<u>Compactor Service - (Processing Recyclables)</u>						
247 E	3 Cu.Yard Compactor	1 pick-up per week	184.64	180.74	(3.90)	-2.1%
248 E	3 Cu.Yard Compactor	2 pick-ups per week	311.95	305.83	(6.12)	-2.0%
249 E	3 Cu.Yard Compactor	3 pick-ups per week	427.57	419.55	(8.02)	-1.9%
250 E	3 Cu.Yard Compactor	4 pick-ups per week	554.90	544.64	(10.26)	-1.8%
251 E	3 Cu.Yard Compactor	5 pick-ups per week	682.22	669.73	(12.49)	-1.8%
252 E	3 Cu.Yard Compactor	6 pick-ups per week	809.55	794.83	(14.72)	-1.8%
253 E	4 Cu.Yard Compactor	1 pick-up per week	211.32	207.09	(4.23)	-2.0%
254 E	4 Cu.Yard Compactor	2 pick-ups per week	365.29	358.50	(6.79)	-1.9%
255 E	4 Cu.Yard Compactor	3 pick-ups per week	507.57	498.56	(9.01)	-1.8%
256 E	4 Cu.Yard Compactor	4 pick-ups per week	661.53	649.95	(11.58)	-1.8%
257 E	4 Cu.Yard Compactor	5 pick-ups per week	815.53	801.39	(14.14)	-1.7%
258 E	4 Cu.Yard Compactor	6 pick-ups per week	969.52	952.82	(16.70)	-1.7%
259 E	10 Cu. Yard Compactor	per pull	196.65 + 22.05/Ton	190.95 + 22.05/Ton	(5.70)	-1.7%
260 E	20 Cu. Yard Compactor	per pull	196.65 + 27.56/Ton	190.95 + 27.56/Ton	(5.70)	-1.6%
261 E	30 Cu. Yard Compactor	per pull	196.65 + 33.06/Ton	190.95 + 33.06/Ton	(5.70)	-1.4%
262 E	40 Cu. Yard Compactor	per pull	196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
<u>Temporary 3 Cubic Yard CUBs & Roll Off Box Service</u>						
263 E	2 Cubic Yard Bin		107.19	104.31	(2.88)	-2.7%
264	3 Cu. Yard Cub		113.98	111.02	(2.96)	-2.6%
265 E	6 Cubic Yard Bin		134.40	131.18	(3.22)	-2.4%
266	10 Cu. Yd. Roll Off		196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
267 E	20 Cubic Yard Roll-Off		196.65 + 22.05/Ton	190.95 + 22.05/Ton	(5.70)	-1.7%
268 E	30 Cubic Yard Roll-Off		196.65 + 33.06/Ton	190.95 + 33.06/Ton	(5.70)	-1.4%
269	40 Cu. Yd. Roll Off		196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
<u>Special Event Service</u>						
270	MSW Cart (60 gallon)		12.48	12.23	(0.25)	-2.0%
271	MSW Cart (90 gallon)		13.57	13.30	(0.27)	-2.0%
272	Recycling Cart (60 gallon)		11.19	10.94	(0.25)	-2.2%
273	Recycling Cart (90 gallon)		12.53	12.25	(0.28)	-2.2%

Service Description		Laguna Hills Rate (July 1, 2014)	Proposed Laguna Hills Rates	\$ Change from 7/1/14 rates	% Change
274	MSW 3 Cu. Yard Bin	120.33	117.43	(2.90)	-2.4%
275	Recycling 3 Cu. Yard Bin	60.42	58.96	(1.46)	-2.4%
276	MSW 10 Cu.Yd. Roll-off	196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
277	Recycling 10 Cu.Yd. Roll-off	196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
278	MSW 40 Cu.Yd. Roll-off	196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
279	Recycling 40 Cu.Yd. Roll-off	196.65 + 44.09/Ton	190.95 + 44.09/Ton	(5.70)	-1.2%
<u>HOA Stable Bedding and Manure Recycling Service</u>					
280	90 Gallon Cart 1 pick-up per week	38.01	19.95	(18.06)	-47.5%
281	90 Gallon Cart 2 pick-ups per week	76.03	39.90	(36.13)	-47.5%
282	90 Gallon Cart 3 pick-ups per week	114.05	59.85	(54.20)	-47.5%
283	90 Gallon Cart 4 pick-ups per week	152.08	79.80	(72.28)	-47.5%
284	90 Gallon Cart 5 pick-ups per week	190.09	99.75	(90.34)	-47.5%
285	90 Gallon Cart 6 pick-ups per week	228.12	119.70	(108.42)	-47.5%
286 E	2 Cubic Yard Bin 1 pick-up per week	139.27	74.95	(64.32)	-46.2%
287 E	2 Cubic Yard Bin 2 pick-ups per week	223.89	149.90	(73.99)	-33.0%
288 E	2 Cubic Yard Bin 3 pick-ups per week	294.40	190.00	(104.40)	-35.5%
289 E	2 Cubic Yard Bin 4 pick-ups per week	378.95	250.00	(128.95)	-34.0%
290 E	2 Cubic Yard Bin 5 pick-ups per week	463.52	290.00	(173.52)	-37.4%
291 E	2 Cubic Yard Bin 6 pick-ups per week	548.08	330.00	(218.08)	-39.8%
292	3 Cubic Yard Bin 1 pick-up per week	157.81	98.00	(59.81)	-37.9%
293	3 Cubic Yard Bin 2 pick-ups per week	260.93	160.00	(100.93)	-38.7%
294	3 Cubic Yard Bin 3 pick-ups per week	349.99	210.00	(139.99)	-40.0%
295	3 Cubic Yard Bin 4 pick-ups per week	453.04	270.00	(183.04)	-40.4%
296	3 Cubic Yard Bin 5 pick-ups per week	556.12	310.00	(246.12)	-44.3%
297	3 Cubic Yard Bin 6 pick-ups per week	659.25	350.00	(309.25)	-46.9%
298	10 Cubic Yard Roll-off per pull	402.97	225.00	(177.97)	-44.2%
299 E	20 Cu. Yard Roll-Off per pull	402.97	225.00	(177.97)	-44.2%
300 E	30 Cu. Yard Roll-Off per pull	402.97	225.00	(177.97)	-44.2%
301	40 Cubic Yard Roll-off per pull	402.97	225.00	(177.97)	-44.2%
<u>Emergency Service</u>					
302	90 Gallon Cart	39.99	38.96	(1.03)	-2.6%
303	3 Cu. Yard Bin	137.36	133.97	(3.39)	-2.5%
304	10 Cu. Yard Roll-off	235.97 + 44.90/ton	229.14 + 44.09/ton	(6.83)	-1.4%
305	40 Cu. Yard Roll-off	235.97 + 44.90/ton	229.14 + 44.09/ton	(6.83)	-1.4%
<u>Other Services and Special Services</u>					
306	Residential Bulky Goods Collection Service (4 items per pick-up; 2 free bulky Goods pick-ups/yr)	29.17	28.68	(0.49)	-1.7%
307	Commercial Bulky Goods Collection Service (4 items per pick-up)	52.50	51.62	(0.88)	-1.7%
308	Residential Bulky Goods Collection for items containing Freon.	0.00	0.00	0.00	0.0%

Service Description		Laguna Hills Rate (July 1, 2014)	Proposed Laguna Hills Rates	\$ Change from 7/1/14 rates	% Change
309	Commercial Bulky Good Collection for items containing Freon.	52.50	51.62	(0.88)	-1.7%
310	Residential Electronic Waste Collection	0.00	0.00	0.00	0.0%
311	Commercial Electronic Waste Collection	29.17	28.68	(0.49)	-1.7%
312	Repair and Maintenance of Compactor (per hour)	86.25	84.81	(1.44)	-1.7%
313	Cart Exchange	0.00	0.00	0.00	0.0%
314	Bin Locking Lids	17.49	17.20	(0.29)	-1.7%
315	Commercial Bin Wheel-out Service (25' - 50')	29.17	28.68	(0.49)	-1.7%
316	Commercial Bin Wheel-out Service (51' - 75')	58.32	57.35	(0.97)	-1.7%
317	Additional Bin pick-up Request	45.49	44.73	(0.76)	-1.7%
318	Additional Cart Pick-up Request (For Comm. and HOA Stable Bedding and Manure Cart Service only)	17.49	17.20	(0.29)	-1.7%
319	Residential Backyard Wheel-Out Service for customers providing a physician's note.	0.00	0.00	0.00	0.0%
320	Commercial Glass Recycling (35,60,90 gallon Carts) (see 51 - 66)	0.00	0.00	0.00	0.0%
321	Commercial Bin Wheel-Out Service for a distance less than 25 feet.	0.00	0.00	0.00	0.0%
322	Residential HHW Door Side Collection Service (2 pick-ups/yr)		0.00		
323	Residential Universal Waste Door Side Collection Service (2 pick-ups/yr)		0.00		
COD					
324	40 cubic yard bin	461.16	460.00	(1.16)	-0.3%
325	10 cubic yard bin	549.33	537.73	(11.60)	-2.1%

