



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, July 10, 2018 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Mel Carruth, Mayor

Dore J. Gilbert, M.D., Mayor Pro Tempore

Barbara D. Kogerman, Council Member

Janine Heft, Council Member

Don Sedgwick, Council Member

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

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

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

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

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

ROLL CALL OF CITY COUNCIL MEMBERS

ANNOUNCEMENT OF CLOSED SESSION ITEMS

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

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

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

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

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

RECONVENE TO CITY COUNCIL CHAMBER

RECESS



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, July 10, 2018 – 7:00 PM

Mel Carruth, Mayor

Dore J. Gilbert, M.D., Mayor Pro Tempore

Barbara D. Kogerman, Council Member

Janine Heft, Council Member

Don Sedgwick, Council Member

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

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GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER KOGERMAN

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

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

Recommendation: That the City Council accept the resignation and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing the service of Council Member Barbara D. Kogerman," and that the City Council present a Resolution of Commendation and City Tile to Barbara D. Kogerman.

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

Recommendation: That the City Council receive and file a presentation from Orange County District Attorney Tony Rackauckas on Rehabilitation Exploitation and Health Care Trafficking.

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

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

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

3.2 Approval of Minutes for June 26, 2018, Regular Meeting

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

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

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

3.4 City's Conflict of Interest Code

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEMS REMOVED FROM THE CONSENT CALENDAR**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 JUNE 26, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for June 26, 2018, Regular Meeting**

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

4.4. ADMINISTRATIVE REPORTS**4.5. PLANNING AGENCY PUBLIC HEARINGS****PLANNING AGENCY ADJOURNMENT****5. CITY COUNCIL PUBLIC HEARINGS****5.1 Confirmation of 2018 Weed Abatement Cost Report**

Recommendation: That the City Council conduct a Public Hearing regarding the 2018 Weed Abatement Cost Report and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2018 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcel for municipal purposes."

6. ADMINISTRATIVE REPORTS**6.1. City Manager****6.2. City Attorney****6.2.1 Resignation of Council Member Barbara Kogerman - Discussion of Filling City Council Vacancy Pursuant to Government Code Section 36512**

Recommendation: That the City Council take action by no later than September 9, 2018, to approve one of the following options to fill the vacancy in office created by Council Member Kogerman's resignation:

(1) Option 1. Appoint a qualified individual to fill the vacancy in office, either through a direct appointment or by following an application and interview process. If the Council fills the vacancy by appointment, that person would serve on an interim basis until the November 2018 General Municipal Election.

(2) Option 2. Call for a special election. A special election must be held on the next regularly scheduled established election date not less than 114 days from the call of the special election, which is November 6, 2018. Calling for a special election generally requires the person elected to fill the vacancy to hold office for the remainder of the

unexpired term. Due to the City's adopted term limits, Council Member Kogerman is serving her final term of office, which will expire following the November 2018 General Municipal Election. There are no available established election dates to hold a special election prior to the November 6, 2018 General Municipal Election, which the City Council has already called by Resolution No. 2018-05-08-03. Therefore, as a practical matter, the City Council has the option of leaving the seat temporarily vacant and deferring to the General Municipal Election on November 6, 2018, which has already been called, to fill Council Member Kogerman's seat

6.7. Deputy City Manager/Community Services Director

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

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

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be August 28, 2018, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by July 6, 2018, at 5:00 pm.



City Clerk

July 6, 2018

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Letter of Resignation and Recognition of Outgoing Council Member

RECOMMENDATION: That the City Council accept the resignation and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing the service of Council Member Barbara D. Kogerman," and that the City Council present a Resolution of Commendation and City Tile to Barbara D. Kogerman.

SUMMARY:

Council Member Barbara D. Kogerman was elected to the City Council on November 2, 2010, and took her Oath of Office on December 14, 2010. During her term she served her first term as Mayor from December 11, 2012, through December 10, 2013 and served her second term as Mayor from December 8, 2015, through December 13, 2016.

It is in order to recognize Council Member Kogerman for admirably performing her duties and responsibilities as a member of the Laguna Hills City Council and for her service to the City.

ATTACHMENTS:

- Council Member Kogerman's July 2, 2018 Letter of Resignation
- Resolution

THE HONORABLE BARBARA KOGERMAN
 CITY COUNCIL MEMBER, CITY OF LAGUNA HILLS
 949-422-6203

Kogerman4council@cox.net
 25231 Mawson Drive
 Laguna Hills, CA 92653

Via Email & Hand-Delivered

Melissa Au-Yeung, City Clerk
 Honorable Mayor & Members of the City Council
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, California 92653

July 2, 2018

Dear Ms. Au-Yeung and Colleagues,

As you may know, my husband Colonel Bill and I will be re-locating to Tulsa, Oklahoma in the very near future. We both are incredibly excited to join our Tulsa family at this stage of our lives, a decision that provides us with the unique opportunity to be active grandparents to five young granddaughters. Nevertheless, it's a bitter-sweet decision we're making, leaving behind our California family, old friends and a community we helped build and love. But the lure of being able to serve as full-time grandparents is too compelling to ignore.

I treasure the relationships I have been privileged to develop over these many years. I will forever reflect positively on my associations with the dedicated public servants who have embodied the ethic of "Service Above Self." I will always remain impressed with my fellow public servants who have given selflessly for the greater good, those who fought the great fight to solve vexing local and regional issues and for respecting individual differences as we collectively strove for positive solutions. As one of you, I know firsthand the dedication each of you has demonstrated.

I'm incredibly thankful for all who have expressed support for me in my public life and for the kind words expressing the notion that I too joined my esteemed colleagues in many of these worthy pursuits.

With humility and gratitude, I bid you farewell. I sincerely thank each of you for your historic leadership and for permitting me the opportunity to participate with you in the development and stability of our beloved community.

With that said, I hereby reluctantly tender to the City Clerk my irrevocable resignation as a Laguna Hills City Council Member, effective July 11, 2018, at which time I will embrace my new and exciting role as a Grandma. God bless each of you.

Sincerely,


 Barbara D. Kogerman

cc: Donald J. White, City Manager
 Gregory E. Simonian, City Attorney

Attachment: Council Member Kogerman's July 2, 2018 Letter of Resignation (1610 : Letter of Resignation and Recognition of Outgoing Council

RESOLUTION NO. 2018-07-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, RECOGNIZING THE SERVICE OF COUNCIL MEMBER BARBARA D. KOGERMAN.

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

WHEREAS, Barbara D. Kogerman was elected to the City Council on November 2, 2010, took her Oath of Office on December 14, 2010, served with distinction as Mayor for two terms, and has admirably performed her duties and responsibilities as a member of the Laguna Hills City Council by providing excellent and constructive contributions to the delivery of municipal services – both locally and regionally; and

WHEREAS, Barbara D. Kogerman has been and continues to be a strong advocate for transparency and openness in local government; and

WHEREAS, Barbara D. Kogerman has been a strong proponent for operating a business-friendly environment throughout the City, leading to the redevelopment of a number of the shopping centers in the City, including the Oakbrook Village Shopping Center and renovation of the Village at Nellie Gail Ranch; and

WHEREAS, she has advocated for an efficient City government predicated upon fiscally sound business principles and practices, resulting in continued fiscal integrity with award winning budgets and CAFRs; and

WHEREAS, Barbara D. Kogerman has displayed outstanding leadership throughout her term on the City Council, and was instrumental in the City partnering with the City of Mission Viejo for animal care and sheltering services beginning on January 1, 2017; and

WHEREAS, she has maintained a dedication to applying for grants to providing financial assistance for the Florence Sylvester Memorial Senior Center; as well as promoted and supported community organizations including the Marine Battalion Support Committee and the newly-formed Laguna Hills Chamber of Commerce; and

WHEREAS, Barbara D. Kogerman has represented the City and region serving on various committees and boards such as District 13 Director for the Orange County Council of Governments (OCCOG)/Southern California Association of Governments (SCAG) Regional Council, the City's Civic Center Management Committee, the Audit Committee, Trustee Member for the Orange County Mosquito and Vector Control District, the Orange County Public Libraries (OCPL) Library Advisory Board, the Transportation Corridor Agency-San Joaquin Hills Transportation Corridor Agency Director (Alternate), and the Orange County Fire Authority (Alternate); and

WHEREAS, Barbara D. Kogerman's guidance, wisdom, and service have always been marked by commendable dedication to the City's economic, cultural, and aesthetic development, and focused on the best interests of the City as a whole, and she will be missed by Council Members and staff alike.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, on behalf of all our citizens, does hereby express sincere appreciation and thanks to Barbara D. Kogerman for her distinguished service to the City of Laguna Hills, highly commend her for the manner in which she has carried out her duties as Council Member, and extend our best wishes for continued success and happiness in all her future endeavors.

PASSED, APPROVED, AND ADOPTED this 10th day of July 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-06-26-5 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 10th day of July 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Presentation from Orange County District Attorney Tony Rackauckas on Rehabilitation Exploitation and Health Care Trafficking

RECOMMENDATION: That the City Council receive and file a presentation from Orange County District Attorney Tony Rackauckas on Rehabilitation Exploitation and Health Care Trafficking.

SUMMARY:

Orange County District Attorney Tony Rackauckas will provide a brief presentation to the City Council regarding Rehabilitation Exploitation and Health Care Trafficking.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for June 26, 2018, Regular Meeting

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

ATTACHMENTS:

- 180626 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, June 26, 2018**

GENERAL BUSINESS – COVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

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

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Recognition of Lt. Colonel Bill Kogerman, USMC (Ret.) for His Efforts

Recommendation: Mayor Carruth presented a Certificate of Recognition to Lt. Colonel Bill Kogerman, USMC, (Ret.), for his efforts in preventing the development of a commercial airport at the former El Toro Marine Corps Air Station.

2. PUBLIC COMMENTS

Meg Gorham, a resident of Laguna Hills, thanked the Council for their support of the Laguna Hills High School Grad Night and Preview Night events and reported on the success of the events. Ms. Gorham also requested the Council consider a Community Forum type meeting to inform residents of what is going on in Laguna Hills.

Karen Litfin, a resident of Laguna Hills, thanked Lt. Colonel Kogerman for his service. She requested that the City support the Department of Justice in its opposition to SB54.

Cynthia Cantrelle, a Laguna Woods resident and Vice President of Saddleback Republican Assembly, voiced her concerns regarding the California "Sanctuary State" law and asked the Council to join the other cities in the area and opposed SB54.

Scott Geller, a resident of Aliso Viejo, provided a bikeways map handout to the Council and voiced his concerns over a particular OC Sheriff Deputy regarding receiving tickets for his electric vehicle.

Maxwell Geller, a resident of Aliso Viejo, provided a vehicle code handout to the Council and voiced his concerns regarding the classification for his electric.

Juan Gonzalez introduced himself as the new local Public Affairs Manager for So Cal Gas and the City's contact with So Cal Gas. Mr. Gonzalez reminded the public to call Dig Alert at 811 whenever digging to avoid hitting utility lines.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar with Mayor Carruth removing Item No. 3.5 and Council Member Kogerman removing Item No. 3.9:

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

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

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

3.2 Approval of Minutes for June 12, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 12, 2018, Regular Meeting.

3.3 Approval of Warrant Register for the June 26, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$320,489.76.

3.4 A Proposed Resolution Amending Fiscal Year 2018/2019 Budget and Capital Improvement Program

Recommendation: That the City Council adopt Resolution No. 2018-06-26-1: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna Hills for Fiscal Year 2018/2019."

3.6 Adoption of the Annual Appropriations Limit for Fiscal Year 2018/2019

Recommendation: That the City Council adopt Resolution No. 2018-06-26-3: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for Fiscal Year 2018/2019 in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

3.7 Approval of Lease Assignment and Sublease Between Broadview Mortgage Corporation and Joel Harrison for 24031 El Toro Road, Suite 203, Laguna Hills, California

Recommendation: That the City Council approve the Lease Assignment and Sublease Agreement between Broadview Mortgage Corporation and Joel Harrison for 24031 El Toro Road, Suite 203, Laguna Hills, California, and authorize the City Manager to execute the Assignment and Agreement.

3.8 Approval of Proposed Fiscal Year 2018/2019 School Crossing Guard Services Agreement

Recommendation: That the City Council: 1) Waive competitive formal bidding requirements and procedures set forth in the Laguna Hills Municipal Code (LHMC) Section 3-08.090 with regard to approval of the proposed Fiscal Year 2018/2019 School Crossing Guard Services Agreement with All City Management, as it is hereby found and determined, pursuant to LHMC 3-08.110, that All City Management's experience, specialized qualifications, performance history, and reputation make it uniquely qualified for this particular task; and 2) Approve the

proposed School Crossing Guard Services Agreement for Fiscal Year 2018/2019 with All City Management Services and authorize the Mayor to execute the proposed Agreement.

3.10 Recognition of the City of Laguna Hills by the Arbor Day Foundation for Designation as a "Tree City USA"

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

3.11 Proposed Resolution Reestablishing No Parking Anytime Zones on La Cadena Drive Between Verdugo Drive and Peralta Drive

Recommendation: That the City Council adopt Resolution No. 2018-06-26-4: "A Resolution of the City Council of the City of Laguna Hills, California, reestablishing No Parking Anytime Zones to address sight distance visibility restrictions at various locations on La Cadena Drive between Verdugo Drive and Peralta Drive."

3.12 Amendment No. 1 to an Existing Professional Services Agreement with Moore Iacofono Goltzman, Inc (MIG) Authorizing a Two-Year Extension for On-Call Planning Services through September 2020.

Recommendation: That the City Council approve Amendment No. 1 for an extension of term and related provisions for a Professional Services Agreement for On-Call Planning Services with Moore Iacofono Goltzman, Inc., and authorize the Mayor to sign the Amendment.

3.13 Second Reading and Adoption of Proposed Ordinance Approving Zone Text Amendment No. 8-17-3966 Amending Title 9 of the Laguna Hills Municipal Code to Allow Apiaries as a Permitted Use in the Estate Residential District.

Recommendation: That the City Council adopt Ordinance No. 2018-3: "An Ordinance of the City of Laguna Hills, California, adopting Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) to allow Apiaries as a permitted use in the Estate Residential District subject to certain provisions and to add property maintenance standards related to Apiaries."

ITEMS REMOVED FROM THE CONSENT CALENDAR**3.5 Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City**

Mayor Carruth removed Item No. 3.5 from the Consent Calendar to receive an oral report from Deputy City Manager/City Clerk Au-Yeung.

Recommendation: That the City Council adopt Resolution No. 2018-06-26-2: "A Resolution of the City Council of the City of Laguna Hills, California, regarding employment and establishing salary ranges and benefits for Management, Confidential, and Part-time classes of employment with the City and rescinding Resolution No. 2016-11-22-3."

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

3.9 Proposed Amendment No. 2 to Contractor Services Agreement with G2 Construction, Inc., for Catch Basin Debris Gate Manufacturing and Installation Services, Extending the Contract Term and Adjusting Compensation

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

Recommendation: That the City Council: 1) Waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3.08.090 with regard to approval of the proposed Amendment No. 2 to the Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services with G2 Construction, Inc., as it is hereby found and determined, pursuant to LHMC Section 3.08.110, that compliance is not in the City's best interest at this time based on the information presented herein by City staff; 2) Reaffirm the sole-source procurement of Catch Basin Debris Gates from G2 Construction, Inc., as determined based upon the facts herein pursuant to LHMC Section 3.08.110 (A); 3) Approve the proposed

Amendment No. 2 to the Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services with G2 Construction, Inc., extending the term of the Agreement for an additional three years through June 30, 2021, and increasing the annual maximum contract amount to \$150,000; and 4) Authorize the City Manager to execute the attached Amendment No. 2 to the Contractor Services Agreement with G2 Construction, Inc.

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

4. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and, acting in capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:33 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR JUNE 12, 2018, REGULAR MEETING

4.3.1 Approval of Minutes for June 12, 2018, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the June 12, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, Vice Chair
SECONDER:	Janine Heft, Agency Member
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member

4.4. ADMINISTRATIVE REPORTS

4.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed Fiscal Year 2018/2019 Capital Improvement Program

Assistant City Manager/Director of Public Services Rosenfield briefly reviewed the information provided in the staff report.

Recommendation: That the Planning Agency adopt Resolution No. PA2018-06-26-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2018/2019 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Agency Member
SECONDER:	Dore J. Gilbert, M.D., Vice Chair
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:35 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

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

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

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

Recommendation: That the City Council: 1) Conduct a Public Hearing; and 2) Adopt Resolution No. 2018-06-26-5: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Comprehensive Fee Schedule by adjusting certain development processing fees and other City rates, charges, and user fees for various government services based on the increase in the Consumer Price Index (CPI) and finding that the action is statutorily exempt from the California Environmental Quality Act (CEQA) per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(B)(8)."

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

6. ADMINISTRATIVE REPORTS

6.1. City Manager

The City Manager gave no Administrative Reports.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

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

8. CITY COUNCIL MEMBER COMMENTS

Council Member Heft

Council Member Heft stated that she attended the Laguna Hills High School Grad Night preview. She gave a “hat’s off” to Meg Gorham and the individuals that helped put the event together and gave a report of some of the décor at the event.

Council Member Heft reported that the Laguna Niguel Community Theatre will be performing *Guys and Dolls* at the Aliso Niguel High School from July 19th through July 29th and in the Fall will be performing *The Importance of Being Earnest* at the Laguna Hills Community Center.

Council Member Heft shared a portion of a press release issued by the Orange County Sheriff’s Department and affirmed that she felt SB54 is something the Council should take a stand on.

Council Member Sedgwick

Council Member Sedgwick invited those who spoke regarding SB54 to read the Minutes or watch the video from the last Council meeting to hear the Council’s comments regarding the issue.

Council Member Sedgwick reported that a Laguna Hills High School Student, Sabrina Astle, recognized by the Council earlier in the year, earned a Spirit of the MACY award for musical theater and was selected to go to New York City to represent Southern California to perform for a Jimmy Award. Ms. Astle was selected as a finalist in the competition.

Mayor Carruth

Mayor Carruth indicated that she hopes Sabrina Astle makes it home soon from New York since she will be singing the National Anthem in front of a crowd of 7,000 at the City’s 4th of July event next week.

Mayor Carruth announced that the City of Laguna Hills finally has a City identification freeway sign off the 405 Fwy at Bake Pkwy. The sign was approved by Ryan Chamberlin, CalTrans District 12 after working with Assistant City Manager/Director of Public Services Rosenfield.

Mayor Carruth noted that a new restaurant, Greek Bistro, has opened in the Courtyard at La Paz Center and encouraged the public to visit.

Lastly, Mayor Carruth welcomed Jennifer Lee, Assistant City Clerk to the meetings as she has recently taken over the Assistant City Clerk duties.

Council Member Kogerman

Council Member Kogerman thanked the Council for recognizing her husband, Lt. Colonel Kogerman, this evening for his contributions to the community.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 7:50 p.m. The next regularly scheduled City Council Meeting will be held July 10, 2018.

Melissa Au-Yeung, City Clerk

ATTEST:

Melody Carruth, Mayor

Approved at meeting of July 10, 2018



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for the July 10, 2018, Regular Meeting

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

SUMMARY:

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

ATTACHMENTS:

- Warrant Register - July 10, 2018



City of Laguna Hills, CA

Warrant Register - July 10, 2018

By Check Number

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814680	A-0365	AT&T - CALNET 3	06/21/2018	78.31
8814681	B-0377	BIG TOP RENTALS BADS, LTD	06/21/2018	6,566.42
8814682	C-1133	CALIFORNIA YELLOW CAB	06/21/2018	2,740.00
8814683	C-1177	CANON FINANCIAL SERVICES, INC.	06/21/2018	500.75
8814684	C-1139	COMPLETE OFFICE OF CALIFORNIA	06/21/2018	202.51
8814685	C-0023	COX COMMUNICATION	06/21/2018	981.63
8814686	D-0541	DIAMOND ENVIRONMENTAL SERVICES	06/21/2018	3,811.88
8814687	G-0851	GEMINI TIMING	06/21/2018	8,011.25
8814688	Z-CS-0117	HAYNES, DEREK	06/21/2018	80.00
8814689	H-0958	HEFT, JANINE	06/21/2018	84.68
8814690	M-1302	MOULTON NIGUEL WATER DISTRICT	06/21/2018	5,407.35
8814691	N-1404	NELLIE GAIL RANCH OWNERS' ASSN	06/21/2018	3,168.62
8814692	P-1802	PACIFIC TRAFFIC CONTROL, INC.	06/21/2018	14,182.50
8814693	R-1934	RENEGADE RACING MAKE-U-FIT PRODUCTIONS	06/21/2018	844.00
8814694	S-1902	SAN DIEGO GAS & ELECTRIC	06/21/2018	31,187.12
8814695	Z-CD-0014	SOUTHERN CALIFORNIA EDISON	06/21/2018	4,468.16
8814696	S-1904	SOUTHERN CALIFORNIA EDISON	06/21/2018	942.21
8814697	T-2656	TYLER TECHNOLOGIES, INC.	06/21/2018	2,436.75
8814698	V-2224	VERIZON WIRELESS	06/21/2018	880.81
8814699	A-0349	A SOURCE OF PRIDE	06/28/2018	25.86
8814700	A-0360	ARC DOCUMENT SOLUTIONS, LLC	06/28/2018	56.59
8814701	B-0433	BEAST PACING	06/28/2018	400.00
8814702	B-0435	BEE BUSTERS, INC.	06/28/2018	150.00
8814703	B-0304	BEE MAN, THE	06/28/2018	150.00
8814704	B-0431	BMI	06/28/2018	349.00
8814705	C-0412	C&D ELECTRIC, INC.	06/28/2018	1,972.49
8814706	C-1133	CALIFORNIA YELLOW CAB	06/28/2018	2,056.00
8814707	C-1179	CANON SOLUTIONS AMERICA	06/28/2018	482.71
8814708	C-1139	COMPLETE OFFICE OF CALIFORNIA	06/28/2018	834.97
8814709	C-1176	COMPUTER SERVICE CO.	06/28/2018	7,418.08
8814710	C-0023	COX COMMUNICATION	06/28/2018	614.41
8814711	D-0461	DATA TICKET, INC.	06/28/2018	926.36
8814712	E-0601	ECOGREEN SOLUTIONS, INC.	06/28/2018	491.08
8814713	E-0593	EISENBERG, DALE	06/28/2018	738.50
8814714	E-0553	ELKINS, CHRISTINA	06/28/2018	982.80
8814715	E-0588	ENVIRONMENTAL SYS RESEARCH, IND (ESRI)	06/28/2018	8,044.88
8814716	Z-CD-0010	ESPLANADE BUILDERS, INC.	06/28/2018	3,004.05
8814717	F-0623	FUN SERVICES TORTORO ENTERPRISES	06/28/2018	805.00
8814718	G-0821	G2 CONSTRUCTION INC.	06/28/2018	1,200.00
8814719	Z-CS-0119	GARCIA, JOSE JESUS	06/28/2018	500.00
8814720	H-0805	HARRINGTON GEOTECH ENGINEERING	06/28/2018	14,616.50
8814721	H-0829	HARTZOG & CRABILL, INC.	06/28/2018	5,955.09
8814722	I-0981	ICF JONES & STOKES, INC.	06/28/2018	1,795.00
8814723	J-1057	JAMEY CLARK, INC.	06/28/2018	7,193.55
8814724	J-1071	JCTEES.COM CORPORATION	06/28/2018	1,261.44
8814725	L-1332	LABELS AND FOLDERS.COM	06/28/2018	94.75
8814726	C-1007	LAW ENFORCEMENT ORANGE COUNTY-	06/28/2018	15,896.83
8814727	L-1376	LONG BEACH BMW MOTORCYCLES	06/28/2018	375.27
8814728	M-1513	MEEHAN, DANIEL	06/28/2018	445.44
8814729	M-1388	MOBILE MINI, INC.	06/28/2018	82.97
8814730	M-1583	MOORE IACOFANO GOLTSMAN, INC.	06/28/2018	6,450.00
8814731	M-1586	MVT EVENT SERVICES	06/28/2018	1,850.00
8814732	N-1474	NIEVES LANDSCAPE, INC.	06/28/2018	1,445.89
8814733	O-1528	OCTA	06/28/2018	2,665.00

Attachment: Warrant Register - July 10, 2018 (1623 : Approval of Warrant Register for July 10, 2018)

Warrant Register - July 10, 2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814734	O-1546	OFFICE SOLUTIONS	06/28/2018	753.41
8814735	O-1607	ORANGE COUNTY CONSERVATION CORPS	06/28/2018	448.00
8814736	Z-CD-0001	OUTDOOR CONCEPTS LANDSCAPE & DESIGN, INC.	06/28/2018	500.00
8814737	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	06/28/2018	2,670.00
8814738	Z-CS-0032	PTA - VALENCIA ELEMENTARY	06/28/2018	500.00
8814739	R-1934	RENEGADE RACING MAKE-U-FIT PRODUCTIONS	06/28/2018	16,251.32
8814740	Z-CD-0108	RENEWAL BY ANDERSEN O.C.	06/28/2018	141.59
8814741	R-1855	RICHARD FISHER ASSOCIATES	06/28/2018	11,853.34
8814742	R-1967	RUSSELL, RICHARD WYATT	06/28/2018	1,169.60
8814743	Z-CS-0118	SARRAF, NILOU	06/28/2018	100.00
8814744	S-2267	SINTA DESIGN	06/28/2018	420.00
8814745	S-2219	SOUTH COUNTY OUTREACH	06/28/2018	500.00
8814746	S-2250	SPARKLETTS	06/28/2018	88.12
8814747	S-2107	STAGE PLUS	06/28/2018	2,800.00
8814748	S-2209	STUDIO TWO BLACK DIAMOND	06/28/2018	1,209.01
8814749	T-2704	T&B PLANNING, INC.	06/28/2018	21,373.75
8814750	T-2002	TAB PRODUCTS COMPANY	06/28/2018	1,016.24
8814751	T-2644	TRAILS 4 ALL	06/28/2018	750.00
8814752	T-2656	TYLER TECHNOLOGIES, INC.	06/28/2018	1,192.41
8814753	U-2121	U.S. POSTAL SERVICE	06/28/2018	225.00
8814754	W-2337	WEST COAST ARBORISTS, INC.	06/28/2018	1,280.00
8814755	W-2377	WILLDAN ENGINEERING	06/28/2018	360.00
8814756	R-1801	WOODRUFF, SPRADLIN & SMART	06/28/2018	83,668.69

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	77	0.00	327,175.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	104	77	0.00	327,175.94

Attachment: Warrant Register - July 10, 2018 (1623 : Approval of Warrant Register for July 10, 2018)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
 Deputy City Manager
ISSUE: City's Conflict of Interest Code

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting an updated Conflict of Interest Code and rescinding Resolution No. 2016-09-13-3".

SUMMARY:

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially, at a minimum, or as changes occur in the designated positions. Adoption of the proposed Resolution will revise the City's locally adopted Conflict of Interest Code, to add the positions of Assistant City Clerk, Senior Management Analyst, and Finance Director, change the title of Assistant to the City Manager/City Clerk to Deputy City Manager/City Clerk and Director of Public Services/City Engineer to Assistant City Manager/Director of Public Services, and delete the positions of Assistant Building Official, Building Inspector, Planning Manager, and Senior Building Inspector.

BACKGROUND:

Resolution No. 91-10 adopted the City's Conflict of Interest Code. The Code has been amended by the following Resolutions:

Resolution No. 93-02-23-1	Adding Planning Director, City Engineer, and Chief of Police Services as designated positions.
Resolution No. 94-03-08-1	Adding Assistant and Deputy City Attorneys as

	designated positions.
Resolution No. 94-11-22-1	Changing the wording to indicate that those occupying designated positions must file Statements of Economic Interests with the City Clerk, deleting Administrative Services Director as a designated position, adding wording indicating that the Assistant City Manager is an official who manages public investments and must file pursuant to Government Code Section 87200, and changing wording to reflect modifications in the Fair Political Practices regulations regarding filings of Consultants.
Resolution No. 96-11-12-4	Deleting Parks and Recreation Director as a designated position, and changing the title of City Engineer to Director of Public Works/City Engineer.
Resolution No. 98-09-08-1	Deleting the positions of Development Services Director and Planning Director, and adding Community Development Director, Controller, and Recreation Services Manager as designated positions.
Resolution No. 2000-11-14-1	Deleting the positions of Community Development Director and Recreational Services Manager, adding Planning Director and Community Services Director as designated positions, and change the wording regarding the filing of the Assistant City Manager under the * (the paragraph that designates those positions that manage public investments).
Resolution No. 2002-10-08-2	Deleting the positions of Planning Director and Director of Public Works/City Engineer, adding the positions of Community Development Director, Director of Public Services/City Engineer, Building Inspector, Code Enforcement

	Officer, and Planner as designated positions.
Resolution No. 2003-04-22-1	Deleting Controller and Deputy City Attorney from the list of designated positions, relisting Controller under the * (the paragraph that designates those positions that manage public investments), and adding Community Services Program Supervisor as a designated position.
Resolution No. 2004-01-27-1	Adding Management Analyst as a designated position, and changing the position of Community Services Supervisor to Community Services Coordinator.
Resolution No. 2006-07-11-1	Adding Senior Planner, Senior Building Inspector, Assistant Building Official, and Assistant to the City Manager to the list of designated positions.
Resolution No. 2008-04-22-1	Deleting Assistant to the City Manager, and Director of Community Services, and adding the positions of Deputy City Manager, Community Services Superintendent, Building Counter Technician, and Planning/Code Enforcement Aide to the list of designated positions.
Resolution No. 2009-03-24-1	Deleting the position of Controller from the list of designated positions and adding Finance Manager under * (the paragraph that designated those positions that manage public investments).
Resolution No. 2012-06-12-1	Adding Senior Management Analyst to the list of designated positions.
Resolution No. 2014-05-27-1	Adding the positions of Information Technology Specialist, Assistant Planner, and Permit Technician.

Conflict of Interest Code Update

July 10, 2018

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Resolution No. 2016-09-13-3	Adding the position of Planning Manager and deleting the positions of Building Counter Technician, Community Services Coordinator, Management Analyst, Planner, Planning/Code Enforcement Aide, and Senior Management Analyst.
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The City's Conflict of Interest Code adopts by reference Section 18730 of Title 2 of the California Code of Regulations as its main body. When Section 18730 is updated by legislation, that portion of the City's Code is automatically updated.

ATTACHMENTS:

- Proposed Resolution
- Resolution Exhibit Appendix-Designated Positions Amend Code Appendix A
- Conflict of Interest Code
- LH Conflict of Interest Code Exhibit A

RESOLUTION NO. 2018-07-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING AN UPDATED CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 2016-09-13-3

WHEREAS, the Political Reform Act of 1974 and Government Code Sections 81000 et seq. (the "Act") require a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, the City Council of the City of Laguna Hills adopted Resolution No. 91-10 on December 20, 1991, establishing such a Code; and

WHEREAS, the City Council amended said Code with adoption of Resolutions No. 93-02-23-1, No. 94-03-08-1, No. 94-11-22-1, No. 96-11-12-4, No. 98-09-08-1, No. 2000-11-14-1, No. 2002-10-08-2, No. 2003-04-22-1, No. 2004-01-27-1, No. 2006-07-11-1, No. 2008-04-22-1, No. 2009-03-24-1, No. 2012-06-12-1, No. 2014-05-27-1 and No. 2016-09-13-3; and

WHEREAS, the City Council desires to amend the list of designated positions included in the Appendix to Exhibit "A" of said Code to add the positions of Assistant City Clerk, Senior Management Analyst, and Finance Director, change the title of Assistant to the City Manager/City Clerk to Deputy City Manager/City Clerk and Director of Public Services/City Engineer to Assistant City Manager/Director of Public Services, and delete the positions of Assistant Building Official, Building Inspector, Planning Manager, and Senior Building Inspector.

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

SECTION 1. This Resolution rescinds and supersedes Resolution No. 2016-09-13-3.

SECTION 2. The Conflict of Interest Code of the City of Laguna Hills, a copy of which is attached hereto and by this reference is incorporated herein, is hereby adopted.

PASSED, APPROVED, AND ADOPTED this 10th day of July 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2018-07-10-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 10th day of July 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (1575 : Conflict of Interest Code Update)

Designated Positions*

**Disclosure
Categories**

1.	Assistant City Attorney	I, II, III
2.	Assistant City Clerk	I, II, III
3.	Assistant City Manager/Director of Public Services	I, II, III
4.	Assistant Planner	I, II, III
5.	Chief of Police Services	I, II, III
6.	Code Enforcement Officer	I, II, III
7.	Community Development Director	I, II, III
8.	Community Services Superintendent	I, II, III
9.	Consultant**	I, II, III
10.	Deputy City Manager	I, II, III
11.	Deputy City Manager/City Clerk	I, II, III
12.	Finance Director	I, II, III
13.	Information Technology Specialist	I, II, III
14.	Permit Technician	I, II, III
15.	Senior Management Analyst	I, II, III
16.	Senior Planner	I, II, III

CATEGORY I:

Investment and real property disclosure

CATEGORY II:

Personal Income Disclosure

CATEGORY III:

Business Entity Income/Business Position Disclosure

*The Council Members, City Manager, City Attorney, City Treasurer, Planning Commissioners, and other public officials who manage public investments are required to file Statements of Economic Interests pursuant to Government Code Section 87200 et seq., therefore; they are not included as designated positions in this Appendix.

**Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Manager may determine, on a case-by-case basis, whether a particular consultant, although a "Designated Position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. The City Manager shall notify the consultant in writing. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection by the City Clerk.

**CONFLICT OF INTEREST CODE
OF THE
CITY OF LAGUNA HILLS**

SECTION 1: **PURPOSE**

The purpose of this Conflict of Interest Code of the City of Laguna Hills is to incorporate by reference the terms of Section 18730 of Title 2 of the California Code of Regulations pertaining to Conflict of Interest Codes, which is attached hereto as Exhibit "A," and to establish a List of Designated Positions.

SECTION 2: **DESIGNATED POSITIONS**

The positions listed in the Appendix to Exhibit "A" are Designated Positions. Officers and employees holding those positions are Designated Employees and are deemed to make, or participate in the making of, decisions, which may foreseeably have a material effect on a financial interest. Individual consultants may be Designated Employees, as determined by the City Manager.

SECTION 3: **INCORPORATION BY REFERENCE OF SECTION 18730 OF
TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS**

Section 18730 of Title 2 of the California Code of Regulations as set forth in Exhibit "A," and any amendments to it duly adopted by the Fair Political Practice Commission, along with the attached Appendix are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Laguna Hills.

SECTION 4: **PLACE OF FILING FOR STATEMENTS OF ECONOMIC**
INTEREST

Persons occupying Designated Positions shall file Statements of Economic Interests with the City Clerk of the City of Laguna Hills, which will make the statements available for public inspection and reproduction. (Government Code Section 81008) Statements for all designated employees will be retained by the City of Laguna Hills.

18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

Exhibit A

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. 1

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

Exhibit A

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements.

Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

Exhibit A

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

Exhibit A

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$470.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall,

Exhibit A

while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

Exhibit A**(9) Section 9. Disqualification.**

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$470 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

Exhibit A

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the

Exhibit A

Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and 15 dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300- 87302, 89501, 89502 and 89503, Government Code.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Designation of Voting Delegate for League of California Cities Annual Conference

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

SUMMARY:

The Annual Conference for the League of California Cities (League) is scheduled for Wednesday, September 12, 2018, through Friday, September 14, 2018, in Long Beach. An important part of the Annual Conference is the Annual Business Meeting scheduled for 12:30pm on Friday, September 14, 2018. At this meeting, the League membership will consider and take actions on resolutions that establish League policy. The attached Memorandum from the League describes the process and provides procedures for voting at the Annual Conference.

In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate and, if so desired, a Voting Delegate Alternate. The Voting Delegate Form must be returned to the League no later than Friday, August 31, 2018. The League by-laws provide that each City is entitled to one vote in matters affecting municipal or League policy. At its January 9, 2018 meeting, the City Council reconfirmed the appointment of the Mayor as the Voting Delegate and the Mayor Pro Tempore as the alternate. Mayor Carruth has indicated that she plans to attend the Annual Conference; therefore, it is appropriate to appoint Mayor Carruth as the Voting Delegate.

Voting Delegates for LOCC

July 10, 2018

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ATTACHMENTS:

- May 17, 2018 LOCC Memorandum

RECEIVED

MAY 29 2018



CITY OF LAGUNA HILLS

1400 K Street, Suite 400 • Sacramento,
California 95814Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2018
--

May 17, 2018

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 12 - 14, Long Beach

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Attachment: May 17, 2018 LOCC Memorandum (1595 : Voting Delegates for LOCC)

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m. – 11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.


CITY: _____

**2018 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

 Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 31, 2018

League of California Cities
ATTN: Kayla Curry
 1400 K Street, 4th Floor
 Sacramento, CA 95814

FAX: (916) 658-8240
 E-mail: kcurry@cacities.org
 (916) 658-8254

Attachment: May 17, 2018 LOCC Memorandum (1595 : Voting Delegates for LOCC)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

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

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

SUMMARY:

Council Member Barbara D. Kogerman was first appointed to serve as the City's representative to the Orange County Mosquito and Vector Control District on December 11, 2012. Council Member Kogerman was appointed to a second term in 2016, with a completion date of December 31, 2020.

Council Member Kogerman has tendered her resignation to the City Clerk, effective on July 11, 2018. Since the representative to the Orange County Mosquito and Vector Control District is not required to be an elected official, staff is recommending that the City Council appoint Vice Chair of the Traffic Commission, Larry Woodruff, to fill the remainder of Council Member Kogerman's term on the board.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

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

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

SUMMARY:

Staff has negotiated a five-year office lease with Koorosh Hosn, D.D.S., a professional corporation, for 24031 El Toro Road, Suite 230. This practice has been a long time tenant at the Civic Center and staff is recommending that the City Council authorize the City Manager to execute the attached lease. The following is a summary of the key lease terms and financial analysis:

Commencement Date: June 1, 2018

Term: Five (5) years

Rentable Square Feet: 1,098

Upfront Capital: \$12,652

Rate: Year 1 - \$2.90/ sq. ft.
Year 2 - \$2.95/ sq. ft.

Civic Center Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Road, Suite 210
July 10, 2018
Page 2

Year 3 - \$3.00/ sq. ft.

Year 4 - \$3.05/ sq. ft.

Year 5 - \$3.10/ sq. ft.

Total Rent Payments: \$197,640

Net Present Value: \$109,908 (12% Discount Rate)

The City Attorney has reviewed and approved the lease document. Staff is recommending approval.

FISCAL IMPACT:

The lease has a positive net present value and requires upfront capital of \$12,652.

ATTACHMENTS:

- Lease



STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only July 10, 2018, is made by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Koorosh Hosn, D.D.S., a professional corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 24031 El Toro Road, Suite 230 Laguna Hills, CA ("Premises"). The Premises are located in the County of Orange, and consist of approximately 1,098 rentable square feet and approximately 918 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 51,946 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** 4/1,000sf unreserved and N/A reserved vehicle parking spaces at a monthly cost of NA per unreserved space and NA per reserved space. (See Paragraph 2.6)

1.3 **Term:** 5 years and 0 months ("Original Term") commencing June 1, 2018 ("Commencement Date") and ending May 31, 2023 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$3,184.20 per month ("Base Rent"), payable on the First day of each month commencing June 1, 2018. (See also Paragraph 4 below)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 4 of the Lease. (See Addendum Paragraph 1)

1.6 **Lessee's Share of Operating Expense Increase:** 2.11 percent (2.11 %) ("Lessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$3,184.20 for the period June 1, 2018-June 30, 2018.

(b) **Security Deposit:** \$0.00 due. Deposit on file. ("Security Deposit"). (See also Paragraph 5)

(c) **Parking:** N/A for the period N/A.

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** \$3,184.20.

1.8 **Agreed Use:** Dental Office. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2018. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

☒ Essex Realty Management represents Lessor exclusively ("Lessor's Broker");

☐ N/A represents Lessee exclusively ("Lessee's Broker"); or

☐ N/A represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement, (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and 8:00 a.m. to 2:00 p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

☐ Electricity

☐ Other (specify): N/A

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 1 through 7;

☒ a plot plan depicting the Premises; Exhibit "A"

☒ a current set of the Rules and Regulations; Exhibit "B"

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Attachment: Lease (1609 : Civic Center Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Road, Suite 210)

- ☒ a Work Letter;/Requirements for improvements or alterations by Lessee (Exhibit "D")
☐ a janitorial schedule;
☒ other (specify): Exhibit "C" Waiver and Release

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 Condition. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

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2.7 Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Paragraph 8 of the Lease (See Addendum Paragraph 3). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Operating Expense Increase. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase", in accordance with the following provisions:

- (a) "Base Year" is as specified in Paragraph 1.9.
- (b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.
- (c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":
 - (i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:
 - (aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation

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systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use. (See Addendum Paragraph 2)

~~6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will~~

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~~not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.~~

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into

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Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor. In addition to and without limiting the other requirements of this Paragraph 7.3, all utilities, installations, and alterations made by Lessee shall also be subject to the provisions of Exhibit "D" attached to this Lease.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this

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Attachment: Lease (1609 : Civic Center Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Road, Suite 210)

Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity. (See Addendum Paragraph 3)

8.1 Insurance Premiums. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured- Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and

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its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8 of this Lease (See Addendum Paragraph 3)- Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written

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termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

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OFG-21.10, Revised 11-01-2017

Attachment: Lease (1609 : Civic Center Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Road, Suite 210)

12.1 Lessor's Consent Required.

- (a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.
- (b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.
- (c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.
- (d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.
- (e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.
- (f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.
- (g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.
- (c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.
- (d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.
- (e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)
- (f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.
- (g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

- (a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.
- (b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.
- (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
- (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- (a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 of this lease is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third

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party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any

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requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor. (See Addendum Paragraph 4)

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessor in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

~~15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third-party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third-party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice

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from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. **To the Lessee and the Lessor:** (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. **To the Lessee and the Lessor:** (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated

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Attachment: Lease (1609 : Civic Center Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Road, Suite 210)

in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

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34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business;

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or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☐ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

50. Tenant Improvements. Lessor shall provide up to \$8.00 per usable square foot (\$8.00x918=\$7,344.00) improvement allowance. Allowance to be used for paint and flooring that is mutually agreeable to Lessor and Lessee.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

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INITIALS

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: 24031 El Toro Road, Suite 100,
Laguna Hills, CA 92654

On: _____

By LESSOR:

The City of Laguna Hills, a municipal
corporation organized and existing under
the laws of the State of California

By: _____

Name Printed: Donald J. White

Title: City Manager

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Essex Realty Management, Inc.

Attn: Sandi Montez

Title: Property Manager

Address: 18012 Sky Park Circle, Suite 100,
Irvine CA 92614

Phone: 949-218-3801

Fax: _____

Email: _____

Federal ID No.: _____

Broker/Agent BRE License #: 00965485

Executed at: 24031 El Toro Road, Suite 230

On: _____

By LESSEE:

Koorosh Hosn, D.D.S., a professional
corporation

By: _____

Name Printed: Koorosh Hosn

Title: Cheif Executive Officer

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Attn: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker/Agent BRE License #: _____

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com

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INITIALS

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Last Edited: 6/27/2018 1:23 PM

INITIALS

OFG-21.10, Revised 11-01-2017

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE (this “Addendum”) shall constitute part of that certain STANDARD MULTI-TENANT OFFICE LEASE – GROSS (“Lease”), dated as of July 10, 2018, between The City of Laguna Hills (“Lessor”), and Koorosh Hosn, D.D.S. a professional corporation (“Lessee”). The terms of this Addendum shall be incorporated into the Lease for all purposes. In the event of any conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

1. Base Rent Increase. Paragraph 4.4. is hereby added to the Lease to read as follows:

4.4.1 The monthly Base Rent payable as set forth Paragraph 1.5 and as set forth in Paragraph 1.7 (a) of the Lease shall be adjusted annually on the Commencement Date of the Lease, and on such other dates stated, to the amounts set forth below:

6/1/2018	5/31/2019	\$ 3,184.20 (\$2.90 psf)
6/1/2019	5/31/2020	\$ 3,239.10 (\$2.95 psf)
6/1/2020	5/31/2021	\$ 3,294.00 (\$3.00 psf)
6/1/2021	5/31/2022	\$ 3,348.90 (\$3.05 psf)
6/1/2022	5/31/2023	\$ 3,403.80 (\$3.10 psf)

2. Use. Paragraph 6.1 of the Lease is hereby deleted in its entirety and replaced by the following:

“6.1. Use. The Premises shall be used only for the Agreed Use and for no other use. Lessee’s use of the Premises shall be in compliance with and subject to all Applicable Requirements relating to or affecting the Project, the Premises or the Building or the use or operation thereof, whether now existing or hereafter enacted, including, without limitation, the Americans with Disabilities Act of 1990, 42 USC 12111 et seq. (the “ADA”) as the same may be amended from time to time, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Lessee, the Premises, the Building, or the Project (“Environmental Laws”), any transportation or traffic management plan in satisfaction of any requirement imposed on the Project by a governmental agency with jurisdiction over the Project, and any CC&Rs or any supplement thereto recorded in any official or public records with respect to the Project or any portion thereof (collectively, “Applicable Laws”). Lessee shall be responsible for obtaining any permit, business license, or other permits or licenses required by any governmental agency permitting Lessee’s use or occupancy of the Premises. Lessee shall not commit waste, overload the floors or structure of the Building, subject the Premises, the Building, the Common Area or the Project to any use which would damage the same or increase the risk of loss or violate any insurance coverage, permit any unreasonable odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, take any action which would constitute a nuisance or would disturb, obstruct or endanger any other tenants, take any action which would abrogate any warranties, or use or allow the Premises to be used for any unlawful purpose. Lessor shall not be responsible for non-compliance by any other tenant or occupant of the Project with, or Lessor’s failure to enforce, any of the rules or regulations or CC&Rs or any other terms or provisions of such tenant’s or

occupant's lease. Lessee shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Premises, the Building or the Project.

3. Insurance; Indemnity. Paragraph 8.1 through 8.6 of the Lease are hereby deleted in their entirety and replaced by the following:

"8.1 Lessor's Insurance. Lessor shall maintain insurance through individual or blanket policies insuring the Building against fire and extended coverage (including, if Lessor elects, "all risk" coverage, earthquake/volcanic action, flood and/or surface water insurance) for the full replacement cost of the Building, with deductibles and the form and endorsements of such coverage as selected by Lessor, together with rental abatement insurance against loss of Rent in an amount equal to the amount of Rent for a period of at least twelve (12) months commencing on the date of loss. Lessor may also carry such other insurance as Lessor may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Lessor shall determine. Lessee shall pay to Lessor, as a portion of the Operating Expenses, the costs of the insurance coverages described herein, including, without limitation, Lessor's cost of any self-insurance deductible or retention.

8.2 Lessee's Compliance with Insurance Requirements. Lessee shall obtain, maintain, and keep in full force and effect during the term of this Lease, at its sole cost and expense, and in a form and content satisfactory to Lessor, all insurance required under this Paragraph 8 against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the Premises and the activities of the Lessee, its guests, agents, representatives, employees, or subcontractors. Lessee shall not take possession of the Premises unless and until it has provided evidence satisfactory to Lessor that it has secured all insurance required by this Paragraph 8.

8.3 Types of Insurance Required of Lessee. Without limiting the indemnity provisions set forth in this Lease, Lessee shall obtain and maintain in full force and effect during the term of this Lease, including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of Commercial General Liability insurance written on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Premises/location, or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Lease.

(b) Automobile Liability Insurance. A policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. A policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Lessee agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against Lessor, its officials, officers, employees, agents and volunteers. Lessee shall obtain and maintain, in full force and effect throughout the term of this Lease, a policy of

Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

(d) Property Insurance. A policy of Property Insurance against all risk of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

(e) Equipment Breakdown/ Boiler & Machinery Insurance. A policy of Equipment Breakdown / Boiler & Machinery Insurance with limits of not less than actual replacement costs for all property and improvements, encompassing explosion and breakdown. Lessee shall obtain and deliver to Lessor, along with copies of all policies of insurance required herein, a joint loss endorsement for the Property Insurance and Equipment Breakdown /Boiler & Machinery Insurance policies. Lessor is to be included as an additional insured on the Equipment Breakdown /Boiler & Machinery Insurance coverage.

(f) Business Interruption. Loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all peril commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

8.4 General.

(a) Acceptability of Insurers. Insurance required by this Paragraph 8 shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that Lessor will accept workers' compensation insurance from the State Compensation Fund. In the event Lessor determines that Lessee's use of the Premises creates an increased or decreased risk of loss to Lessor, Lessee agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from Lessor. Lessee shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

(i) Additional Insured. Lessee's policy or policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be endorsed to include Lessor, its officials, officers, employees, agents and volunteers, Lessor's lender, and any property management company of Lessor for the Premises. The additional insured endorsement shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Lessee, or (4) contain any other exclusions contrary to this Lease; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(ii) Notice. Each insurance policy required by this Paragraph 8, except for workers' compensation and employer's liability insurance, shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been

provided to Lessor. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Lessee's failure to pay the insurance premium, the notice provided to Lessor shall be by ten (10) days prior written notice.

(iii) Primary and Non-Contributing Insurance. All policies of insurance maintained by Lessee pursuant to this Paragraph 8, except for workers' compensation and employer's liability insurance, shall be primary and any other insurance, deductible, or self-insurance maintained by Lessor, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(iv) Waiver of Subrogation. All policies of insurance maintained by Lessee pursuant to this Paragraph 8 shall contain or be endorsed to waive subrogation against Lessor, its officials, officers, employees, agents and volunteers, or shall specifically allow Lessee to waive its right to recovery prior to a loss. Lessee hereby agrees to waive its own right of recovery against Lessor, its officials, officers, employees, agents and volunteers.

(c) Evidence of Coverage. Concurrently with the execution of this Lease, Lessee shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this Paragraph 8. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to Lessor for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with Lessor. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Lessee shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with Lessor evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Lessee shall promptly furnish, at Lessor's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents Lessor requires to verify coverage.

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

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

(f) Notification of Incidents. Lessee shall notify Lessor within twenty-four (24) hours after the occurrence of any accidents or incidents in the Premises, the Building, Common Areas or the Project which could give rise to a claim under any of the insurance policies required under this Paragraph 8.

8.5 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Lessee pursuant to this Paragraph 8:

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

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

(c) None of the insurance coverages required herein will be in compliance with the requirements of this Paragraph 8 if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to Lessor and approved in writing.

(d) Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay Lessee's occupancy of the Premises. It is Lessee's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

(e) Lessee agrees to ensure that its subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Lessee, provide the same minimum insurance coverage required of Lessee. Lessee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Paragraph 8. Lessee agrees that upon request, all agreements with subconsultants, subcontractors and others engaged in the Project will be submitted to Lessor for review."

4. Breach by Lessor; Performance by Lessee on Behalf of Lessor. Paragraph 13.6(c) is hereby added to the Lease to read as follows:

"13.6(c). Lessee's Remedies. Lessee and all successors and assigns covenant and agree that, in the event of any actual or alleged default by Lessor, Lessee's sole and exclusive remedy shall be either to seek either specific performance or monetary damages, provided that Lessor shall not be liable for loss of business profits or consequential damages, and provided further, that any recourse for monetary damages by Lessee against Lessor shall be limited solely and exclusively to an amount which is equal to the amounts paid by Lessee to Lessor under the Lease (and Lessee hereby expressly waives and releases personal liability of Lessor in excess of such amount on behalf of itself and all persons claiming by through, or under the lease) Further, in no event shall the obligations of Lessor under the Lease constitute the personal obligations of Lessor or its elected or appointed officers and officials, employees, agents, and volunteers, and Lessee shall have no right to seek recourse against Lessor's elected or appointed officers and officials, employees, agents, and volunteers, or any of their personal assets for the satisfaction of any liability of Lessor with respect to the Lease. Lessee expressly waives all remedies except those specifically set forth in the Lease, including, without limitation, any right of offset or abatement except as specifically set forth in the Lease, any right to terminate the Lease under Civil Code Sections 1932(2), 1933(4) and 1941 or any other successor statute, or any statutory, legal or equitable self-help remedy including, without limitation, Civil Code Section 1942 or any other current or future law. Nothing contained in the Lease shall entitle Lessee to terminate the Lease as a result of Lessor's default nor excuse Lessee from paying Rent or Additional Rent due hereunder."

5. Estoppel Certificates. All references in the Lease to "Estoppel Certificate", including, but not limited to the definition in Paragraph 16(a), shall refer to Lessor's standard form certificate.

6. Recordation. Lessee shall not have any right to cause the Lease or any short form or memorandum thereof to be recorded.

7. Option to Renew. Lessee shall have one option to renew for an additional 60 months at a rental rate adjusted to fair market value, the Base Year shall be adjusted to reflect the year of the extension term. Lessee shall notify Lessor in writing of their desire to exercise their option no later than One hundred and twenty (120) days prior to the termination of the original lease term.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of the Lease.

"Lessor"

THE CITY OF LAGUNA HILLS

By: Donald J. White

By: _____
Its: City Manager

By: Melissa Au-Yeung

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

[Signatures on next page]

“Lessee”

Koorosh Hosn, D.D.S a professional corporation

By: 
Koorosh Hosn, D.D.S.

Attachment: Lease (1609 : Civic Center Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Road, Suite 210)

“Lessee”

Koorosh Hosn, D.D.S., a professional corporation

By: 

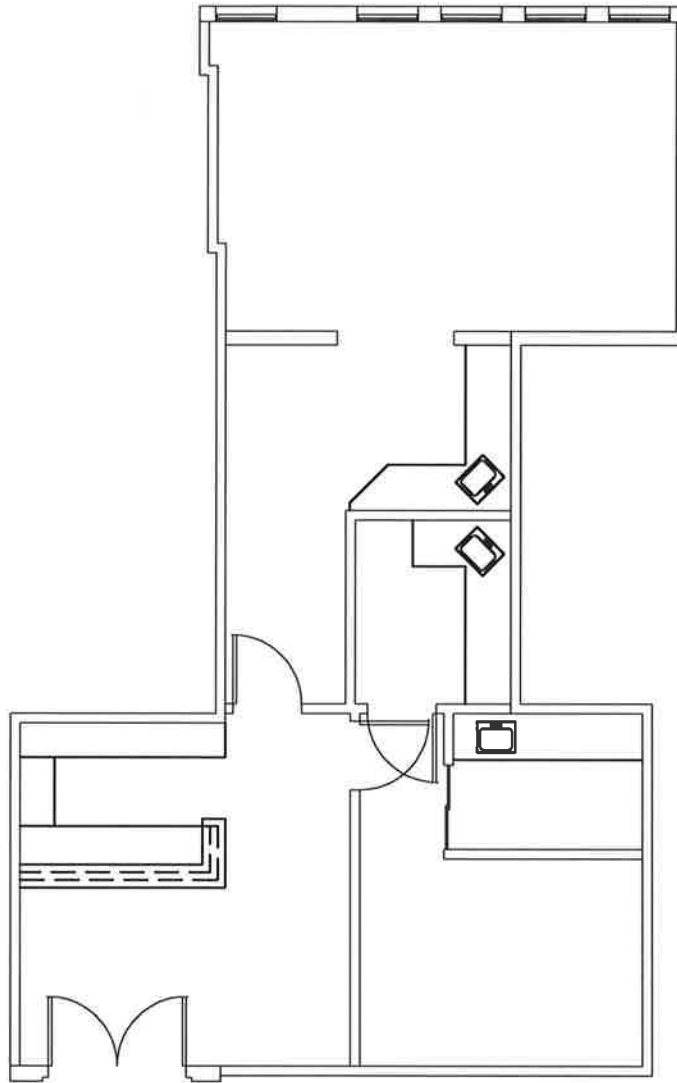
Koorosh Hosn, D.D.S.

Its: _____

Chief Executive Officer

Attachment: Lease (1609 : Civic Center Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Road, Suite 210)

EXHIBIT "A"



24031 EL TORO RD.
SUITE
230

EXHIBIT B

RULES AND REGULATIONS

ATTACHED TO AND MADE A PART OF STANDARD OFFICE LEASE

The following Rules and Regulations shall be in effect at the Office Building Project. Lessor reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these Rules and Regulations and the Lease, the Lease shall be controlling.

1. Except with the prior written consent of Lessor, no Lessee shall conduct any retail sales or any manufacturing of any kind in or from the Premises, or any business other than that specifically provided for in the Lease.

2. Lessor reserves the right to prohibit personal goods and services vendors from access to the Office Building Project except upon such reasonable terms and conditions, including but not limited to the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Office Building Project, the preservation of good order thereon, and the relief of any financial or other burden on Lessor occasioned by the presence of such vendors or the sale by them of personal goods or services to the Lessee or its employees. If reasonably necessary for the accomplishment of these purposes, Lessor may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Office Building Project. The term "personal goods or services vendors" means persons who periodically enter the Office Building Project of which the Premises are a part for the purpose of selling goods or services to a Lessee, other than goods or services, which are used by a lessee only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoe shining services. This Section 2 shall not apply to Lessee's vendors and suppliers in connection with Lessee's operation of its business.

3. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by any Lessee or used by it for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Lessor shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Lessor shall be prejudicial to the safety, character, reputation and interests of the Office Building Project and its lessees, provided that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals only for the purpose of conducting its business on the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No Lessee and no employees of any Lessee shall go upon the roof of the Building without the written consent of Lessor. This Section 3 shall not apply to Lessee's vendor's suppliers in connection with Lessee's operation of its business.

4. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the Lessee who, or whose clerks, agents, employees, or visitors, shall have caused it.

5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by Lessee on any part of the Office Building Project or the Premises without the prior written consent of Lessor. If Lessor shall have given such consent at any time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by Lessor and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Lessor with respect to each and every such sign, advertisement or notice, as the case may be, so consented to by Lessor. Lessor shall have the right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of Lessee, and Lessor shall not be liable in damages for such removal.

6. In order to maintain the outward professional appearance of the Office Building Project all window coverings to be installed at the Premises shall be subject to Lessor's prior approval. If Lessor, by a notice in writing to Lessee, shall object to any curtain, blind, shade or screen attached to or hung in, or used in connection with, any window door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by Lessee. No awnings shall be permitted on any part of the Premises.

7. Lessee shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Lessor.

8. Lessee shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Office Building Project, or on the property kept therein, or obstruct or interfere with the rights of other Lessees, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Office Building Project, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.

9. No Lessee shall sweep or throw or permit to be swept or thrown from the

Premises any dirt or other substance into any of the corridors or halls or elevators, or out of the doors or windows or stairways of the Building. Lessee shall not use, keep or permit to be used any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Office Building Project by reason of noise, odors, fire hazards and/or vibrations, or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be kept in or about the Office Building Project.

10. Lessee and its employees, agents and invitees shall not smoke any tobacco products or any other smoking materials whatsoever in the Premises, Building, common areas or any other area of the Project except in such areas, if any, as shall be designated by Lessor for smoking, in Lessor's sole and absolute discretion.

11. No cooking shall be done or permitted by Lessee on the Premises, except for the use of a microwave oven for food or Underwriter's Laboratory approved equipment for brewing coffee, tea, and similar beverages shall be permitted, provided that such use is in compliance with law. Offices in the Office Building Project shall not be used for the storage of merchandise or for sleeping or lodging.

12. Lessee, upon the termination of its tenancy, shall deliver to Lessor all the keys of offices, rooms and toilet rooms which shall have been furnished Lessee or which Lessee shall have had made, and in the event of loss of any keys so furnished, shall pay Lessor therefore.

13. On Saturdays after 6:00pm., Sundays and legal holidays, and on other days between the hours of 9:00 p.m. and 7:00 a.m., access to the Office Building Project or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the building watchman, if any, in charge and has a pass or is properly identified. Lessor shall in no case be liable for damages for the admission to or exclusion from the Office Building Project of any person whom Lessor has the right to exclude under Rule 3 above. In case of invasion, mob, riot, public excitement, or other commotion, Lessor reserves the right but shall not be obligated to prevent access to the Office Building Project during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Office Building Project.

14. Lessee shall see that the windows and doors of the Premises are closed and securely locked before leaving the building and Lessee shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Lessee or Lessee's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Lessee shall make good all injuries sustained by other Lessees or occupants of the Building or Lessor.

15. Lessee shall not alter any lock or install a new or additional lock or any bolt

on any door of the Premises without prior written consent of Lessor. If Lessor shall give its consent, Lessee shall in each case furnish Lessor with a key for any such lock.

16. Lessee shall not install equipment such as, but not limited to, electronic tabulating or computer equipment requiring electrical or air conditioning service in excess of those to be provided by Lessor under the Lease and any such equipment shall be placed in the Premises in settings approved by Lessor to adsorb or prevent any vibration, noise or annoyance.

17. No bicycle, or shopping cart, or other vehicle or any animal shall be brought into the Premises or the halls, corridors, elevators or any part of the Building by Lessee.

18. Lessor shall have the right to prohibit the use of the name of the Office Building Project or any other publicity by Lessee which in Landlord's opinion tends to impair the reputation of the Office Building Project, or their desirability for other Lessees, and upon written notice from Lessor, Lessee will refrain from or discontinue such publicity.

19. Lessee shall not erect any aerial or antenna on the roof or exterior walls of the Premises, the Building, or the Office Building Project.

20. Lessee shall not overload the floor of the Premises. In addition, Lessee shall not mark, drive nails, screw or drill into partitions, ceilings or floor of the Premises or deface the Premises.

21. No furniture, freight or equipment of any kind shall be brought into the Building or the Building's elevator without the consent of Lessor and all moving of the same into or out of the Building shall be done at such time and in such manner, as Lessor shall designate. Lessor shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Office Building Project. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as is necessary to properly distribute the weight. However, Lessor's consent to placement of Lessee's safes, heavy equipment or furniture shall not constitute a representation or warranty by Lessor that the safe, heavy equipment or furniture complies, with regard to distribution of weight and/or vibration, with the provisions of the Rule 21 nor relieve Lessee from responsibility for the consequences of noncompliance. Lessor will not be responsible for loss of or damage to any safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Lessee. There shall not be used in any space, or in the public halls of the Building, either by any Lessee or others, any hand trucks except those equipped with rubber tires and side guards.

22. Except with the written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the Building for their purpose of cleaning the same. Lessee shall not cause any unnecessary labor by reason of Lessee's carelessness or indifference in the preservation of good order and cleanliness. Lessor shall in no way be responsible to any Lessee for any loss of property on the Premises, however occurring, or for any damage done to the effects of any lessee by the janitor or any other employee or any other person. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Janitor service may not be furnished on nights when rooms are occupied after 9:00p.m.

23. Lessor will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Lessor. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Lessor.

24. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by Lessor.

25. Lessor reserves the right to exclude or expel from the Office Building Project any person who in the judgment of Lessor, is intoxicated or under the influence of liquor or illegal, non-prescription drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Office Building Project.

26. The requirements of Lessee will be attended to only upon application to Lessor. Contractors, vendors and employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from the Lessor or Lessor's agent.

27. No vending machine shall be installed, maintained or operated upon the Premises without the written consent of the Lessor.

28. Lessor shall have the right, exercisable without notice and without liability to Lessee, to change the name and the street address of the Building and/or Office Building Project of which the Premises are a part.

29. Lessee agrees that it shall comply with all fire and security regulations that may be issued from time-to-time by Lessor and Lessee also shall provide Lessor with the name of a designated responsible employee to represent Lessee in all matters pertaining to such fire or security regulations.

30. Lessor reserves the right by written notice to Lessee, to rescind, alter or

waive any rule or regulation at any time prescribed for the Office Building Project when, in Lessor's judgment, it is necessary, desirable or proper for the best interest of the Office Building Project and its lessees.

31. Lessees shall not disturb, solicit, or canvas any occupant of the Office Building Project and shall cooperate to prevent same.

32. Lessor shall furnish heating and air conditioning during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday except for holidays. In the event Lessee requires heating and air conditioning during off hours, Sundays or Holidays, Lessor shall on notice provide such services at the then prevailing rate for such extra services.

33. Lessee shall cooperate with Lessor in obtaining maximum effectiveness of the cooling system by closing blinds when the sun's rays fall directly on windows of the premises. Lessee shall not obstruct, alter, or in any way impair the efficient operation of Lessor's heating, ventilating and air-conditioning system. Lessee shall not tamper with or change the setting of any thermostats or control valves.

34. Parking

- (a) The parking lot shall be accessible twenty-four (24) hours per day, subject to parking card or other reasonable Identification or security restriction as may be reasonably established by Lessor from time-to-time. Lessee agrees to cooperate with Lessor in completing regular maintenance of the parking lot.
- (b) Automobiles must be parked entirely within the stall lines.
- (c) All directional signs and arrows must be observed and the speed limit shall be 5 miles per hour.
- (d) Parking is prohibited in areas not striped for parking.
- (e) Lessor may refuse to permit any person who violates the within rules to park in the parking lot, and any violation of the rules shall subject the automobile to removal from the parking lot at the parker's expense.
- (f) Every parker is required to park and lock his or her own automobile. All responsibility for any loss or damage to automobile or any personal property therein is assumed by the parker.

- (g) The parking lot is for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.
- (h) Storage of vehicles in the parking facilities is prohibited. Lessee and Lessee's employees and visitors shall not leave vehicles in the parking lot overnight.
- (I) Lessor reserves the right to restrict customer, Lessee and Lessee's employees parking to a limited designated area or areas.

35. Lessee agrees to comply and acquaint its employees with such reasonable rules and regulations in the use of such Common areas as Lessor may adopt from time to time for the orderly and proper operation of said Common Areas.

Lessor reserves the right to make such other and further rules and regulations as in its judgment may be for the safety, care and cleanliness of the Office Building Project and for the preservation of good order therein. Lessee agrees to abide by these Rules and Regulations herein above stated and any additional rules and regulations, which are adopted hereafter.

Date: _____

Date: 7-3-18

Lessor's Initials: _____

Lessee's Initials: K. H

EXHIBIT "C"**Waiver and Release.**

It is the express and understood intent, purpose, desire, and agreement of the parties in the event of termination for cause or expiration of the Lease term, that Lessee, on behalf of itself, its officers, heirs, agents, shareholders, employees, subcontractors, executors, successors and assigns, shall and does hereby release and discharge Lessor, and its respective elected and appointed officials, officers, directors, employees, attorneys, accountants, consultants, other professionals, and agents, from and against the following: any claims, penalties, actions or causes of action, obligations, and demands of any kind including but not limited to, any claims arising under the California Eminent Domain Law (Title 7 (commencing with Section 1230.010) of Part 3 of the California Code of Civil Procedure), the Relocation Statutes and Regulations set forth in Chapter 16 (commencing with Section 7260) of Division 7 of the California Government Code and Subchapter 1 (commencing with Section 6000) Division 3 of Title 25 of the California Code of regulations, and claims for a "taking" or inverse condemnation arising under the United States or California Constitutions or under any federal, state, or local law, statute, ordinance, regulation, rule, official policy, court order, or common law (collectively, the "Released Claims").

The parties further acknowledge that the Released Claims include any claims for loss of business goodwill pursuant to Code of Civil Procedure §1263.510 et seq., for precondemnation damages and severance damages.

Date: 7-3-18

Lessee's Initials: KE. IT

EXHIBIT "D"

WORK LETTER/REQUIREMENTS FOR IMPROVEMENTS OR ALTERATIONS BY LESSEE

If Lessor shall permit Lessee to construct any interior improvements (subsequent to the initial improvements to be constructed by Lessor, if any) in the Premises or to have any work performed in the Premises at any time prior to or during the Lease term by a contractor retained by Lessee ("Lessee's Work"), then Lessee shall comply with the requirements set forth herein. If Lessee's Work has been properly authorized, Lessee will receive written approval and consent for alterations to the Premises. All alterations to the Premises, excepting movable furniture and trade fixtures, shall, at Lessor's option, become a part of the realty and belong to Lessor.

1. **SUBMITTAL OF PLANS.** Prior to commencing any work in the Premises, Lessee shall submit to Lessor for approval its proposed plans for the work. Without limiting the foregoing, Lessee shall provide:

- (a) A separate scale drawing denoting all proposed construction and/or demolition, if necessary,
- (b) A separate drawing for each trade proposing structural, electrical, mechanical, civil or landscaping modifications.
- (c) Specify all dimensions and complete references to all work to be performed in the affected areas.
- (d) If adding extra electrical or mechanical equipment, provide complete operating and maintenance specifications for each item.

2. **CHECKLIST.** With respect to each project, Lessor will provide Lessee with a checklist listing the items required to be furnished to Lessor in connection with the proposed work. Lessee shall furnish to Lessor prior to, during, or upon completion of Lessee's Work, as applicable, each of the items specified in the checklist attached hereto as Attachment 1.

3. **CONTRACTORS PROVIDING INTERIOR IMPROVEMENT SERVICES.**

- (a) The contractor employed by Lessee and any subcontractors shall be (i) duly licensed in the state in which the Premises are located, and (ii) subject to Lessor's prior written approval, which approval shall not be unreasonably withheld. If more than one trade is employed on a single job, state law requires the services of a general contractor in addition to contractors for specialty work being performed.
- (b) Each contractor shall provide proof of licensing as a general or specialty contractor in accordance with state law. Additionally, each contractor shall furnish proof of licensing in the city or municipality in which the construction related activity is to take place.
- (c) Lessee shall use Lessor's subcontractor for mechanical, electrical, plumbing, roofing and roofing consultant if available at competitive rates.
- (d) Lessee and Lessee's contractors shall comply with all Applicable Laws pertaining to the performance of Lessee's Work and the completed improvements and all applicable safety regulations established by Lessor or the general contractor.
- (e) Prior to commencement of any work in the Premises, Lessee and Lessee's contractors (and any subcontractors) shall obtain and provide Lessor with certificates evidencing Workers' Compensation, public liability and property damage insurance in amounts and forms and with companies

satisfactory to Lessor. Each general contractor (and any subcontractor) employed on the Premises shall provide Lessor with a current certificate of insurance in effect for that contractor with a thirty day notice of cancellation or revocation clause. Insurance requirements are as follows:

- (i) Comprehensive General Liability with a \$1,000,000 Combined Single Limit covering the liability of Lessor and contractor for bodily injury and property damage arising as a result of the construction of the improvements and the services performed thereunder. Lessor and any Management Company shall be named as an additional insured.
- (ii) Comprehensive Automobile Liability with a \$1,000,000 Combined Single Limit covering Lessor and vehicles used by contractor (and any subcontractor) in connection with the construction of the improvements.
- (iii) Workers' Compensation and Employer's Liability as required by law, for employees of the contractor (and any subcontractors) performing work on the Premises.

(f) The following requirements shall be incorporated as "Special Conditions" into the contract between Lessee and its contractors and a copy of the contract shall be furnished to Lessor prior to the commencement of Lessee's Work:

- (i) Prior to start of Lessee's Work, Lessee's contractor shall provide Lessor with a construction schedule in "bar graph" form indicating the completion dates of all phases of Lessee's Work.
- (ii) Lessee's contractor shall be responsible for the repair, replacement or clean-up of any damage done by it to other contractors' work which specifically includes accessways to the Premises which may be concurrently used by others.
- (iii) Lessee's contractor shall accept the Premises prior to starting any trenching operations. Any rework of sub-base or compaction required after the contractor's initial acceptance of the Premises shall be done by Lessee's contractor, which shall include the removal from the Project of any excess dirt or debris.
- (iv) Lessee's contractor shall contain its storage of materials and its operations within the Premises and such other space as it may be assigned by Lessor or Lessor's contractor. Should Lessee's contractor be assigned space outside the Premises, it shall move to such other space as Lessor or Lessor's contractor shall direct from time to time to avoid interference or delays with other work.
- (v) Lessee's contractor shall clean up the construction area and surrounding exterior areas daily. All trash, demolition materials and surplus construction materials shall be stored within the Premises and promptly removed from the Premises and the Project and disposed of in an approved sanitation site.
- (vi) Lessee's contractor shall provide temporary utilities, portable toilet facilities, and potable drinking water as required for its work within the Premises and shall pay to Lessor's contractor the cost of any temporary utilities and facilities provided by Lessor's contractor at Lessee's

contractor's request.

- (vii) Lessee's contractor shall notify Lessor or Lessor's project manager of any planned work to be done on weekends or other than normal job hours.
- (viii) Lessee's contractor or subcontractors shall not post signs on any part of the Project or on the Premises.

4. COSTS.

(a) Lessee shall promptly pay any and all costs and expenses in connection with or arising out of the performance of Lessee's Work (including the costs of permits thereof) and shall furnish to Lessor evidence of such payment upon request.

(b) Except in the case of carpet replacement or repainting, Lessee shall pay Lessor an amount equal to five percent (5%) of the total hard costs of construction and installation of Lessee's Work as compensation to Lessor for review of plans, use of facilities and other miscellaneous costs of Lessor incurred as a result of such work.

5. CONTRACTOR'S BONDS. At Lessor's sole discretion, Lessor may require Lessee to obtain performance and completion bonds to insure Interior Work

6. MECHANIC'S LIENS.

(a) Lessee shall not suffer or permit to be enforced against the Premises or any part of the Project any mechanic's, materialman's, contractor's or subcontractor's lien arising out of any work of improvement, however it may arise.

(b) Lessee shall notify Lessor at least ten (10) days prior to the commencement of construction of any Lessee's Work and Lessor shall have the right to post and record a notice of no responsibility in conformity with applicable law. Within ten (10) days following completion of Lessee's Work, Lessee shall file a Notice of Completion and deliver to Lessor an unconditional release and waiver of lien executed by each contractor, subcontractor and materialman involved in Lessee's Work.

(c) In the event any lien is filed against the Project or any portion thereof or against Lessee's leasehold interest therein as a result of Lessee's work, Lessee shall obtain the release and/or discharge of said lien, within ten (10) days after the filing thereof. In the event Lessee fails to do so, Lessor may obtain the release and/or discharge of said lien and Lessee shall indemnify Lessor for the costs thereof, including reasonable attorney's fees, together with interest at the Applicable Interest Rate from the date of demand. Nothing herein shall prohibit Lessee from contesting the validity of any such asserted claim, provided Lessee has furnished to Lessor a lien release bond freeing the Premises from the effect of the lien claim.

7. INDEMNITY. Lessee shall indemnify, defend (with counsel satisfactory to Lessor) and hold Lessor harmless from and against any and all suits, claims, actions, loss, cost or expense (including claims for workers' compensation, attorney's fees and costs) based on personal injury or property damage, or otherwise (including, without limitation, contract and breach of warranty claims) arising from the performance of Lessee's Work. Lessee shall repair or replace (or, at Lessor's election, reimburse Lessor for the cost of repairing or replacing) any portion of the Building or item of Lessor's equipment or any of Lessor's real or personal property damaged, lost or destroyed in the performance of Lessee's Work.

8. BUILDING STANDARDS. All work shall conform to Lessor's established building standards and specifications. Lessee is required to make these standards part of the construction documents.

9. **ROOF PENETRATIONS.** If improvements penetrate the roof membrane, the penetrations will be sealed per Lessor/IRC roofing specifications and inspected by IRC to maintain roof warranty. The cost of inspection and all corrective work shall be borne by Lessee. Lessee shall use Lessor's original roofing contractor.

10. **BUILDING MODIFICATIONS.** Work will only be approved within the confines of a given space. Lessee will not be allowed to modify building exterior or mechanical and electrical service as provided to the building in common with other tenants.

11. **ELECTRICAL WORK.** All electrical work shall be approved from the unit space electrical panel only. Additional service requirements shall be secured only by direction of Lessor. Lessee shall use Lessor's original electrical contractor if available at competitive rates.

12. **SCHEDULE OF WORK.** Lessee shall be required to provide a schedule of all work to be performed, subject to Lessor approval. All costs to produce such schedule shall be borne solely by Lessee.

13. **CLEAN UP AND DISPOSAL OF CONSTRUCTION DEBRIS.** Building trash containers are provided for office generated trash only and are not to be used for disposal of construction-related materials and debris. Unapproved usage will result in a penalty assessment to the Lessee equal to the cost of an extra pick-up service as provided under the current rate schedule of regular trash removal service.

14. **INSPECTION BY LANDLORD.** Lessor reserves the following rights: (i) the right of inspection prior to, during and at completion of all construction and/or demolition, (ii) the right to post and record a notice of nonresponsibility in conformity with California law, and (iii) the right to order, if reasonable, a total stop to all improvements underway for non-compliance with any of the requirements hereof.

15. **GENERAL PROVISIONS.**

(a) If Lessor has agreed to provide an allowance toward the cost of tenant improvements (other than the initial Lessee Improvement Allowance), Lessor shall retain from such funds an amount determined by Lessor until Lessee has fully complied with the requirements hereof.

(b) All materials, work, installations and decorations of any nature whatsoever brought on or installed in the Premises before the commencement of the Term or throughout the Term shall be at Lessee's risk, and neither Lessor nor any party acting on Lessor's behalf shall be responsible for any damage thereto or loss or destruction thereof due to any reason or cause whatsoever.

(c) Nothing contained herein shall make or constitute Lessee as the agent of Lessor.

Attachment 1 to "Exhibit D"**ITEMS TO BE FURNISHED TO LESSOR FOR EACH WORK OF IMPROVEMENT**

1. Plan of Alterations for Lessor Approval.
2. Contractor(s), Address, Telephone Number, Contact Person.
3. Copy of Contractor's State and City Business License.
4. Copy of Building Permit.
5. Copy of Final Inspection and Signed Building Permit Cards.
6. Copy of Certificate of Insurance Naming The City of Laguna Hills and Essex Realty Management as Additional Insured. Insurance to include Comprehensive General Liability, Comprehensive Auto, Workers' Compensation, Employer's Liability and original Endorsement.
7. Signed Unconditional Lien Waiver in favor of Development Corporation.
8. Schedule of Work.
9. Copy of Completion and Payment Bond.
10. Architect's License and Expiration.
11. Copy of Permit Plans.
12. Copy of As-Builts.
13. Copy of Recorded Notice of Completion.
14. Certificate of Occupancy.
15. Evidence of Insurance for All-Risk/Builder's Risk Insurance to the Amount of Improvements.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Consulting Services Agreements with EMC Design, Inc. and Westamerica, Inc. for the Development of City Views

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

SUMMARY:

The City currently utilizes EMC Design, Inc. and Westamerica Communications, Inc. for the graphic design and printing of the City Views and Community Services Activity Guide quarterly newsletter. The individual Consulting Services Agreements for both vendors expired on June 30, 2018. During the term of the current Agreements with EMC Design, Inc. and Westamerica, Inc., each vendor has performed their respective scope of services in a satisfactory manner while maintaining a high-quality work product. Consequently, staff is recommending that the City enter into new, two-year Agreements with EMC Design, Inc. and Westamerica, Inc. based on the following reasons:

- The specified Consulting Services Agreements with each vendor are exempt from the City's Purchasing Ordinance (Section 3-08.110(L)(12) of the Laguna Hills Municipal Code);
- Each vendor is committed to controlling costs related to their services, as evidenced by the fees listed in their proposals;

Consulting Services Agreements with EMC Design, Inc. and Westamerica, Inc. for City Views

July 10, 2018

Page 2

- Each vendor has developed great rapport with City staff and has experience successfully producing the City's quarterly newsletter; and
- Each vendor is able to provide the requisite services within the City's budget.

EMC Design, Inc. submitted a two-year proposal for graphic design services indicating a per issue cost of \$3,515 for FY 2018-19 and FY 2019-20. These costs represent no increase over the current two-year Agreement.

Westamerica, Inc. submitted a two-year proposal for printing services, providing two separate publication size options for a maximum contract amount of \$67,040:

1. A 9x12 inch (current size option for the quarterly newsletter) size option at an indicated per issue cost of \$8,175 and \$8,585 for FY 2018-19 and FY 2019-20, respectively.
2. A smaller publication size option of 8.5x11 inch at a slightly less per issue cost of \$7,783 and \$8,175 for FY 2018-19 and FY 2019-20, respectively.

At this point, staff is recommending retaining the current publication size however, should additional budget savings be required, the City may opt to move to the smaller publication size.

FISCAL IMPACT:

The maximum combined cost for the Consulting Services Agreements with EMC Design, Inc. and Westamerica, Inc. for FY 2018-19 and FY 2019-20 is \$95,160. Amounts for FY 2018-19 are included in the budget. Amounts for FY 2019-20 would be allocated in the 2019-2021 Biennial Budget.

ATTACHMENTS:

- Consulting Services Agreement - EMC Design, Inc.
- Consulting Services Agreement - Westamerica, Inc.

CONSULTING SERVICES AGREEMENT
 EMC Design, Inc.
(Professional Graphic Design and Production Services)

THIS CONSULTING SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 1st day of July 2018, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as “City”), and EMC DESIGN, INC., a California corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified graphic design and production consulting firm to continue to provide on a quarterly basis graphic design and production services to City for developing the City Views and Community Services Activity Guide Publication (the “Project”).

B. Consultant has submitted to City a written proposal, dated June 20, 2018, to provide on a quarterly basis continued professional graphic design and production services to City for developing the City Views and Community Services Activity Guide Publication for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to continue to provide and perform on a quarterly basis professional graphic design and production services to City for developing the City Views and Community Services Activity Guide Publication for the Project as described and as set forth in Consultant’s Proposal/Scope of Work, dated June 20, 2018, which is attached

hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant’s signed, original June 20, 2018 proposal submitted to the City (“Consultant’s Proposal”), which shall all be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal, attached hereto as Exhibit “A,” is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant’s Proposal.

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

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for

Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding a per issue cost of Three Thousand Five Hundred Fifteen Dollars (\$3,515.00) and not exceeding the total maximum contract amount of Twenty Eight Thousand One Hundred Twenty Dollars (\$28,120.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition

of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of twenty four (24) months, commencing on July 1, 2018, and ending on June 30, 2020, unless extended by mutual written agreement of the Parties

4. COORDINATION OF WORK

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

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the

progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant.

4.4 Independent Contractor.

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement.

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

A. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to

Consultant's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. REPORTS AND RECORDS

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

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

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

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State

of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

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

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

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

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

To City:

City of Laguna Hills

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

To Consultant:

EMC Design, Inc.
 Attention: Eric Carlisle, President
 505 North Tustin Avenue, Suite 272
 Santa Ana, California 92705
 Telephone: (714) 267-7111

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

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

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

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

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

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

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

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

 DONALD J. WHITE
 City Manager

ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Deputy City Manager/City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
EMC, Design, Inc.,
 a California corporation

By: _____
 ERIC CARLISLE, President

By: _____
 LOREENE CARLISLE, Secretary

Attachment: Consulting Services Agreement - EMC Design, Inc. (1615 : Consulting Services Agreements with EMC Design, Inc. and

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: JUNE 20, 2018

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES



REQUEST FOR PROPOSAL
GRAPHIC DESIGN SERVICES
 FOR THE CITY VIEWS &
 COMMUNITY SERVICES ACTIVITY GUIDE PUBLICATION

MODE
ESI
NGN

web. print. interactive.

Prepared for:

Melissa Au-Yeung

Senior Management Analyst

City of Laguna Hills

24035 El Toro Road

Laguna Hills, CA 92653

PREPARED BY

EMC DESIGN

WWW.EMCDSIGNCA.COM



Creativity Unleashed. Quality Delivered.



web. print. interactive.

***The design process engages
both the client and
the design team
in creative problem
solving.***



LETTER OF TRANSMITTAL

June 20, 2018

Melissa Au-Yeung

Senior Management Analyst
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA

Dear Ms. Au-Yeung:

On behalf of EMC Design, I am pleased to submit this proposal to provide Graphic Design Services for the City Views and Community Services Activity Guide Publication. We will continue to provide outstanding services and communication to complete the projects necessary to produce the quarterly newsletter for the 2018-2020 timeframe.

Our goal in this project remains the same - to provide continued seamless service, on-time delivery, quality communication design and a partnership rather than a production oriented relationship.

We look forward to the opportunity to assist your team in fulfilling the needs and goals of this design project.

Sincerely,

Eric Carlisle
Director
EMC Design

Attachment: Consulting Services Agreement - EMC Design, Inc. (1615 : Consulting Services Agreements with EMC Design, Inc. and

PROJECT UNDERSTANDING

SCOPE:

Meet, draft, design, review, and publish art for a 9x12, full color, 2-part quarterly newsletter. The newsletter is cut into to sections, articles and activity guide.

Provide management reporting and tracking via e-document or online - Google documents.

EMC Design is well versed in the process of design and production. It is in this new venture with The City, that we will improve upon even more, the ability to smooth out production flow and press times.

CITY VIEWS Fall 2018 DRAFT | Publication Schedule

Sept 5:	Community Services provide draft data
Sept 10:	Draft articles from the City to EMC
Sept 10:	Draft Community layouts to City
Sept 14:	Final comments from City on Community Services section
Sept 16:	First draft of article section layout delivered to the City
Sept 20:	City's comments due to EMC articles layout
Sept 26:	Revised complete newsletter to city
Oct 01:	City's final review and QC
Oct 05:	EMC Sends final PDF to City
Oct 06:	EMC makes press ready art
Oct 08:	Press Check*
Oct 11:	Print/Mail services**
Oct 14:	Delivered to Laguna Hills households***

* Client responsible for final sign off on all press materials

** Dates for print/mail service dependent on selection of print vendor and capabilities to print, post and mail.

*** Delivery to Laguna Hills residents dependent on mail service requested and local mail carrier.

EMC will provide every effort to push the project forward and alert the client when progress is hindered by the revision process.

SUB-CONSULTANT

EMC has indicated a sub-consultant may be used in order to provide back up or extra firepower to deliver on time, as noted in personnel section.

FEE SCHEDULE

2018 - 2020 | SCOPE DEFINED IN FEES:

KICK OFF

included

Kick off meeting with client
Data gathering and organization
Set up reporting and administrative tools

Phase 1 Activity Guide Development (AG) 11 Hours/\$95hr

Collect and organize draft client content for activity guide (AG)
Set up and layout content into template draft
Provide cover design ideas (if images available)
touch up and provide draft articles to client (PDF)
Review images or illustrations needed
Provide basic image retouch/adjustments

Phase 2 Article Section Development (AS) 10 Hours/\$95hr

Collect and organize draft client content for Articles section (AS)
Set up and layout content into template draft
Provide draft cover designs and ideas (if images available)
Touch up and provide draft articles to client (PDF)

Phase 3 Activity Guide Development (AG) 4 Hours/\$95hr

Receive client mark ups*
Parse and edit details in layout
Make layout adjustments
Provide image adjustments/replacements
Create revised draft v2 PDF file via FTP/email

Phase 4 Article Section Development (AS) 4 hours/\$95hr

Receive client mark ups*
Parse and edit details in layout
Make layout adjustments
Provide image adjustments/replacements
Finalize cover details and style
Create revised draft v2 PDF file via FTP/email

Phase 5 Complete City Views revisions 4 hours/\$95hr

Review documents and layouts with client
Make final noted changes and revisions
Insert any final images
Adjust layout, Make Final review PDF

OUTPUT FOR PRESS

4 hours/\$95hr

Complete final edits and set up document for press ready art. Send art to printer via FTP
Prep art for web use on Client website news page

SUBTOTAL - 37 hours/\$95hr

Total \$3515.00 per issue

Notes

* All mark ups to be provided in electronic format where copy is extensive. All copy for document to be provided in electronic usable format. Images to be provided in jpg format in hi res print form

Any revisions, changes, additions or modifications outside of the provided revision outline may be subject to additional time and fees. EMC will alert client in writing before any additional fees have been incurred.

STOCK PHOTOGRAPHY

Stock art will be purchased and provided to client on a needed basis. All costs to be presented prior to purchase.

FEE SCHEDULE

EMC BILLING RATES

EMC Design will provide design and production services at \$95 per hour. Eric Carlisle Will be the Project manager and main point of contact, as well as the project designer. This provides both senior level management and design and production skills for this project.

Fees for service as described above are based on our standard hourly rates in effect.

Senior Director	\$100–\$150/hour
Director	\$90–\$100/hour
Production Manager	\$80–\$90/hour
Web Developer	\$90–\$115/hour
Multimedia Programmer	\$100–\$115/hour
Video Editor	\$85–\$105/hour
3D Modeler	\$85–\$110/hour
Graphic Designer	\$75–\$90/hour
Studio Staff	\$65–\$80/hour
Technical Assistant	\$45–\$65/hour
Data Storage Fee	\$250*
Data Retrieval Fee (after 30 days of completion)	\$75/product

PAYMENT FOR SERVICES:

Payment for professional services and related expenses are due to the Consultant upon receipt of invoice. If fees are not paid within thirty (30) days of invoice date, Consultant may stop work, reassign staff, and the work product may be withheld. At sixty (60) days a charge of four percent (5%) will be added on the unpaid amount and interest shall be added at one and one-half percent (1.5%) per month from due date of invoice. Any cost related to the collection of fees, including attorney's fees, shall be added to the cost of services.

CONSULTING SERVICES AGREEMENT

Westamerica Communications, Inc.
(Professional Marketing, Publication and Printing Services)

THIS CONSULTING SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2018, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and WESTAMERICA COMMUNICATIONS, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified marketing agency and consulting firm to continue to provide on a quarterly basis marketing, publication, and printing services to City for developing the City Views and Community Services Activity Guide Publication (the "Project").

B. Consultant has submitted to City a written proposal, dated June 1, 2018, to provide on a quarterly basis certain marketing, publication, and printing services to City for developing the City Views and Community Services Activity Guide Publication for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to continue to provide and perform on a quarterly basis professional marketing, publication, and printing services to City for developing the City Views and Community Services Activity Guide Publication for the Project as described

and as set forth in Consultant's Proposal/Scope of Work, dated June 1, 2018, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original June 1, 2018 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

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

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement

and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Sixty Seven Thousand Forty Dollars (\$67,040.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of twenty four (24) months, commencing on July 1, 2018, and ending on June 30, 2020, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF WORK

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

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval

of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant.

4.4 Independent Contractor.

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

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

A. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general

aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be

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

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

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

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

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

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

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

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

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

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

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

6. **INDEMNIFICATION**

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

7. **REPORTS AND RECORDS**

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

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

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

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

8. **ENFORCEMENT OF AGREEMENT**

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

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

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

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

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

To City:

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

Facsimile: (949) 707-2633

To Consultant:

Westamerica Communications, Inc.
 Attention: Dan Ryan, Senior Account Manager
 226012 Atlantic Ocean Drive
 Lake Forest, California 92630
 Telephone: (949) 462-3600

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

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

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

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

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

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

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

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

 DONALD J. WHITE
 City Manager

ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Deputy City Manager/City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Westamerica Communications, Inc.,
 a California corporation

By: _____
 MARK DEBELLIS, Vice President

By: _____
 TRALTON BELLINGS, Controller

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: JUNE 1, 2018

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

Print & Mail Project Proposal
for

City of Laguna Hills

2018-2020 City Views &
Community Services Activity Guide



Letter of Introduction

June 1, 2018

City of Laguna Hills
Attn. James Haston, Senior Management Analyst
24035 El Toro Road
Laguna Hills, CA 92653

Dear James,

It is our pleasure to have the opportunity to provide a Print and Mail Proposal for the City Views & Community Services Activity Guide. We value the relationship we have developed with the City of Laguna Hills and thank you for your consideration of our services for 2018-2020.

Founded in 1977, Westamerica Graphics built its reputation as one of the premier printing and graphic communication companies in Southern California. They've won numerous quality awards, including three prestigious international "Benny" awards for printing excellence, as well as a "Best of Show" and several "Best of Category" awards in the annual PIA-SC Print Excellence Awards. In 2014 Westamerica merged with PSB Integrated Marketing to form **Westamerica Communications**, a dynamic powerhouse of comprehensive marketing and communication solutions.

We understand and embrace the scope of the work involved and are prepared to meet the expectations of the City of Laguna Hills to include printing and mailing of the City Views & Community Services Activity Guide publication.

Westamerica Communications solutions include:

- Extensive graphic design and creative support
- Creative Imagine Center with 3D rendering and concepting resources
- Digital and material asset management/optimization tools
- Complete on-site pre-press, printing and finishing
- Comprehensive mailing and fulfillment services
- Online media, email and web programming
- Video and motion-graphic production
- Knowledgeable account management
- Wide format printing

Westamerica Communications prides itself on our ability to come through for our clients, even in the most challenging circumstances. Our clients come to depend on the personalized service of their account manager to oversee their projects from concept through design to final print and mailing. We also provide consultative suggestions and ideas to obtain the optimum cost savings on each project.

We are conveniently located in Lake Forest, CA with a staff of graphic designers, writers, strategists, illustrators, layout artists and photographers who in turn produce work of high end and quality.

We invite and welcome you and your staff to visit our facility for a full tour of our capabilities.

Thank you again for your consideration,

Sincerely,



Dan Ryan, Senior Account Manager
Westamerica Communications
26012 Atlantic Ocean Drive • Lake Forest • CA, 92626

Westamerica Communication Summary Sheet

First Name: Westamerica Communications

Firm Parent or Ownership: Corporation

Firm Address: 26012 Atlantic Ocean Drive, Lake Forest, CA 92630

Firm Telephone Number: 949-462-3600

Firm Fax Number: 949-462-3700

Number of Years in Existence: 40

Management Contact (person responsible for direct contact with the City of Laguna Hills)

Name: Mark DeBellis Title: Vice President

Telephone Number: 949-340-8929 Fax: 949-340-8929

Email: mdebellis@mywestamerica.com

Project Manager (person responsible for day-to-day servicing of your projects):

Name: Dan Ryan Title: Senior Account Manager

Telephone Number: 714-319-4202 Fax: 949-465-0777

Email: dryan@mywestamerica.com

Type of services performed by the firm: _____

Design, Printing, Mailing, Marketing

Electronic Media, Digital/Internet, Film/Video, Signage, Posters, Banners

Allocation of Resources

Delivery Service, Project Management, & Design Timelines

Delivery Service

As Westamerica Communications is located in Lake Forest, Dan Ryan would be available to meet with City of Laguna Hills as needed for project assistance and at no additional cost to the contract bid.

Westamerica Communications utilizes many technologies in order to facilitate the in-person meeting time and proofing requirements; in addition we have PDF transmission, FTP upload capabilities for large file transmission, Skype for virtual meeting and GoToMeeting. We also offer password protected access to our Client eSource Center to expedite PDF proofs, order records, and more.

Project Management

All aspects of communication and service are facilitated through your Primary Account Manager, Dan Ryan. If Dan is ever unavailable, there will always be a secondary point of contact accessible to you. Westamerica Communications is a fast-paced, results-driven environment; therefore all phone calls and email correspondence and requests are handled promptly.

Project Timelines

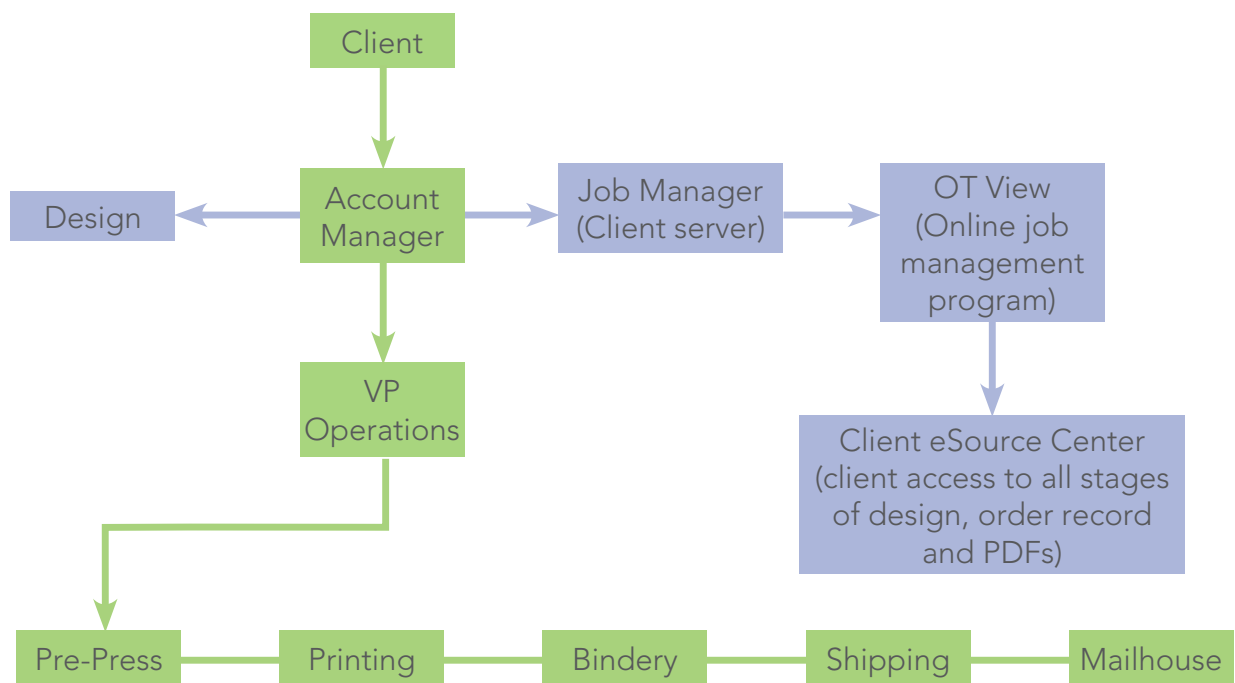
Specific timelines will be met in accordance with the Scope of Project process described in the RFP. Westamerica Communications utilizes a proprietary software to ensure all deadlines of each project are on time and progress is easily tracked. We strive for a 100% on time delivery record.

Allocation of Resources

System Workflow | Creative Service • Print • Mail

Westamerica Communications Strengths

- Nearly 40 years of solid experience
- Comprehensive Suite of Services housed in one facility: Design, Printing, Bindery, Shipping, Mailhouse
- 10 Account Managers
- 10 Graphic Designers
- Security beyond industry standard (Mailhouse, software, postal, employee, audit compliance)



Scope of Work

Our role at Westamerica Communications is clear: to get the job done. The City of Laguna Hills can rely on us to come through every time. The effective integration and optimization of mindset, message and medium will assure you of the fastest response time, highest quality solutions, and ensured delivery of project time-lines and goals.

It's a lofty service level only Westamerica Communications can promise after almost four decades of precisely integrating clients' unique visions with our experience — and creating relevant solutions for the most viable consumer medium.

The reliable spirit of "can-do". Westamerica Communications is your clutch partner, never missing a deadline — even the most challenging ones.

Every deadline is more aggressive than the last. Each demand seemingly more complex than the previous. Westamerica Communications delivers the unified resources to multiply and maximize your effectiveness. Let us spoil you with service and know-how.

Our understanding of this project is clear. The print specifications are complete within our **on site** manufacturing department. We are a premium quality, sheet feed offset printer. The final mail services will be provided by our **on site** mailhouse facility.

We exist to make your job easier.

References with Contact Information

City of Mission Viejo

Karen Hamman — City Clerk/Director of Community Relation
200 Civic Center, Mission Viejo, CA 92691
khamman@cityofmissionviejo.org
949.470.3033

Contra Costa Water District

Gina Oltman — Public Information Specialist
P.O. Box H20, Concord, CA 94520
goltman@ccwater.com
925.913.5017

Beach Cities Health District

Cristan Higa — Director of Communications
514 N. Prospect Avenue, Redondo Beach, CA 90277
cristan.higa@bchd.org
310.374.3426 ext. 117

City of Carlsbad

Karen Whitehead- Director of Communications
1200 Carlsbad Village Drive, Carlsbad, CA 92008
Karen.whitehead@carlsbadca.com
760.434.2927

City of Laguna Hills

COST SUMMARY SHEET

for Printing Services

for City Views & Community Services Activity Guide Publication
2018 - 2019

16 Page + Cover 18x12 Flat - Final 9x12 4/4, Cover: 8pt. Gloss Cover, Text: 80# Gloss Book	15,010 copies of City View & Community Services Activity Guide	# of Issues	TOTAL AMOUNT
Print, Collate, Saddle Stitch, and Trim	INCLUDED		
Preparation for Mailing (Mailhouse Services)	INCLUDED		
Sales Tax (if applicable)	NONE		
Delivery to USPS	INCLUDED		
Applicable Discount	NONE		
Additional Charges (if applicable)	NONE		
Total Cost per Issue One Year	\$8,175	x 4 =	\$32,700
	TOTAL - 1 Year	4	\$32,700

City of Laguna Hills

COST SUMMARY SHEET

for Printing Services

for City Views & Community Services Activity Guide Publication
2019 - 2020

16 Page + Cover 18x12 Flat - Final 9x12 4/4, Cover: 8pt. Gloss Cover, Text: 80# Gloss Book	15,010 copies of City View & Community Services Activity Guide	# of Issues	TOTAL AMOUNT
Print, Collate, Saddle Stitch, and Trim	INCLUDED		
Preparation for Mailing (Mailhouse Services)	INCLUDED		
Sales Tax (if applicable)	NONE		
Delivery to USPS	INCLUDED		
Applicable Discount	NONE		
Additional Charges (if applicable)	NONE		
Total Cost per Issue One Year	\$8,585	x 4 =	\$34,340
	TOTAL - 1 Year	4	\$34,340

City of Laguna Hills

COST SUMMARY SHEET

for Printing Services

for City Views & Community Services Activity Guide Publication
2018 - 2019

16 Page + Cover 17x11 Flat - Final 8.5x11 4/4, Cover: 8pt. Gloss Cover, Text: 70# Gloss Book	15,010 copies of City View & Community Services Activity Guide	# of Issues	TOTAL AMOUNT
Print, Collate, Saddle Stitch, and Trim	INCLUDED		
Preparation for Mailing (Mailhouse Services)	INCLUDED		
Sales Tax (if applicable)	NONE		
Delivery to USPS	INCLUDED		
Applicable Discount	NONE		
Additional Charges (if applicable)	NONE		
Total Cost per Issue One Year	\$7,783	x 4 =	\$31,132
	TOTAL - 1 Year	4	\$31,132

City of Laguna Hills

COST SUMMARY SHEET

for Printing Services

for City Views & Community Services Activity Guide Publication
2019 - 2020

16 Page + Cover 17x11 Flat - Final 8.5x11 4/4, Cover: 8pt. Gloss Cover, Text: 70# Gloss Book	15,010 copies of City View & Community Services Activity Guide	# of Issues	TOTAL AMOUNT
Print, Collate, Saddle Stitch, and Trim	INCLUDED		
Preparation for Mailing (Mailhouse Services)	INCLUDED		
Sales Tax (if applicable)	NONE		
Delivery to USPS	INCLUDED		
Applicable Discount	NONE		
Additional Charges (if applicable)	NONE		
Total Cost per Issue One Year	\$8,175	x 4 =	\$32,700
	TOTAL - 1 Year	4	\$32,700



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018

TO: Mayor and Council Members

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

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

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

SUMMARY:

The State has issued a call for projects for the Active Transportation Program (ATP) Cycle 4 Grant Applications for a variety of pedestrian, bicycle, safe routes to school and similar transportation projects. The ATP applications are due at the end of July and require City Council concurrence for submittal of the application. Staff proposes to submit an application under the Safe Routes to School program of the ATP to widen the sidewalk on the La Paz Road frontage of Valencia Elementary School to enhance pedestrian safety, resolve barriers to mobility and to encourage additional persons to walk in this area. The project design and right of way acquisition documents were completed in a prior fiscal year; the Cycle 4 ATP application seeks grant funds for the right of way acquisition and construction only that, if funded, could allow the project to begin work in Fiscal Year 2019/2020. Approval of the application and authorization to sign the application is recommended.

BACKGROUND:

The State has issued a call for projects for the Active Transportation Program (ATP)

La Paz Road Southerly Sidewalk ATP Grant Application

July 10, 2018

Page 2

Cycle 4 Grant Applications for a variety of pedestrian, bicycle, safe routes to school and similar transportation projects. Staff has prepared an Active Transportation Program Cycle 4, Grant Application for the widening of the La Paz Road Southerly Sidewalk along the frontage of Valencia Elementary School under the Safe Routes to School funding program. This project will increase the width of the sidewalk from four feet to eight feet and eliminate barriers to mobility at this location.

In a previous fiscal year, the City had a Cycle 1 ATP grant for the La Paz Road Sidewalk Widening on both sides of the street easterly of Paseo de Valencia, CIP No. 171. The City funded the design and right of way evaluation of this project. Due to changed conditions that greatly increased the cost of the project, the project did not proceed to right of way acquisition and construction as the State did not offer additional grant funds and would not allow the City to segregate the project components to work within the budget. Consequently, that project was withdrawn from ATP funding.

Staff has concluded that the most cost effective and pedestrian helpful project should focus upon only the widening of the southerly side of La Paz Road from Paso de Valencia to approximately 800' easterly. This project will require right of way acquisition from the Saddleback Valley Unified School District which has provided a letter of support for the project. A retaining wall will be required to construct the widened sidewalk as shown on the attached project concept sketch.

In addition, the Draft ATP Cycle 4 Grant Application is attached. Staff will make minor edits to this application before its submittal deadline of July 30, 2018.

CEQA FINDINGS:

The La Paz Road sidewalk widening project, CIP No. 171, was considered and approved in 2015. At that time, the City concluded that the project was exempt from the California Environmental Quality Act, Public Resources Code Sections 21000 et seq. and Code of Regulations, Title 14, Sections 15000 et seq. ("CEQA"). Specifically, the City found that the project was exempt pursuant to CEQA Guidelines Sections 15301 (Class 1 Existing Facilities), 15302 (Class 2 "Replacement or Reconstruction"), 15303 (Class 3 "New Construction"), 15304 (Class 4 "Minor Alterations to Land"), and 15305 (Class 5 "Minor Alterations in Land Use Limitations"). A Notice of Exemption was filed and posted on November 23, 2015, and is attached. The currently proposed project is a subset of the previously approved project, CIP No. 171. As a result, the current project is within the scope of the previously approved project, and therefore within the City's previously filed and posted exemption determination. No further CEQA analysis is

La Paz Road Southerly Sidewalk ATP Grant Application

July 10, 2018

Page 3

required.

FISCAL IMPACT:

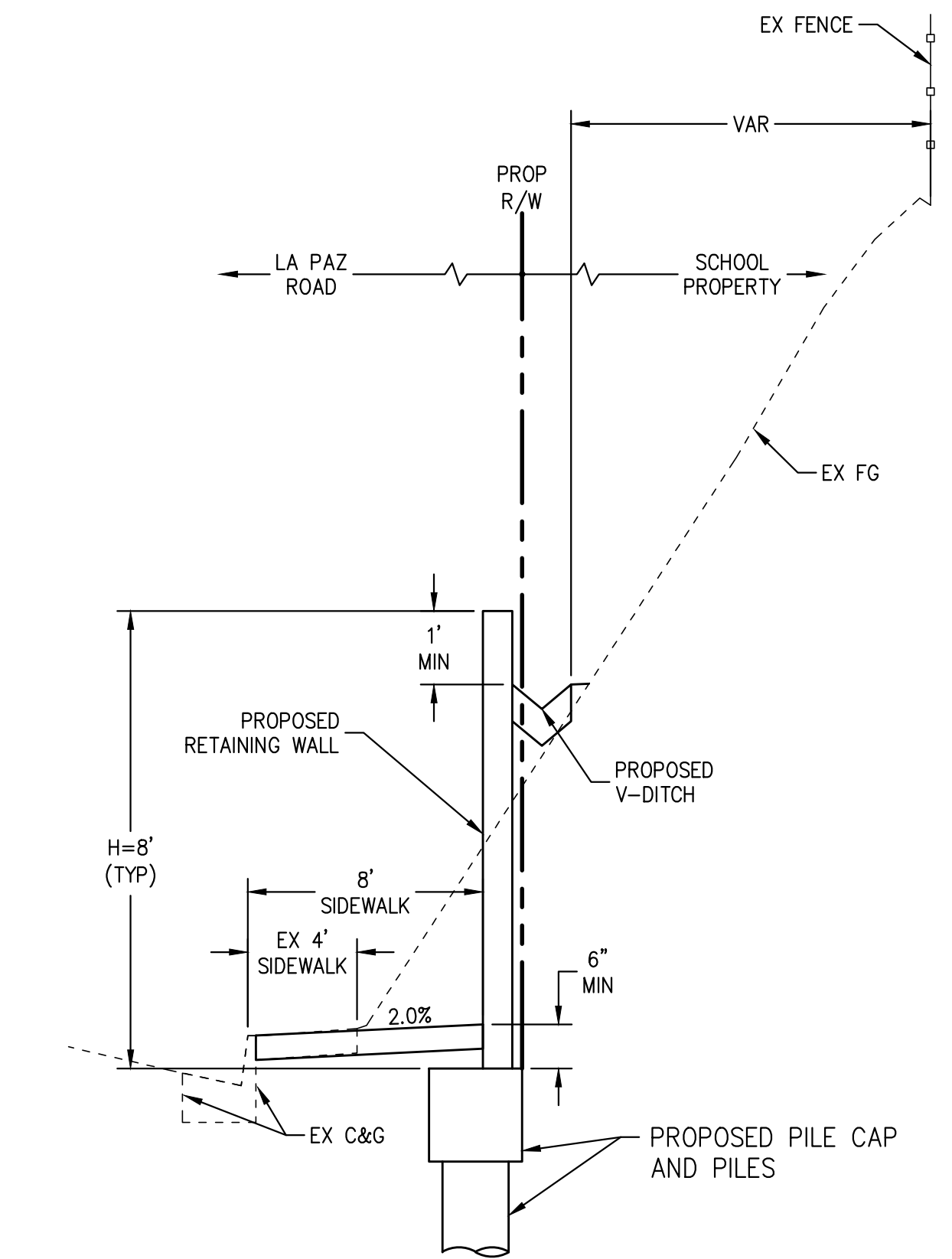
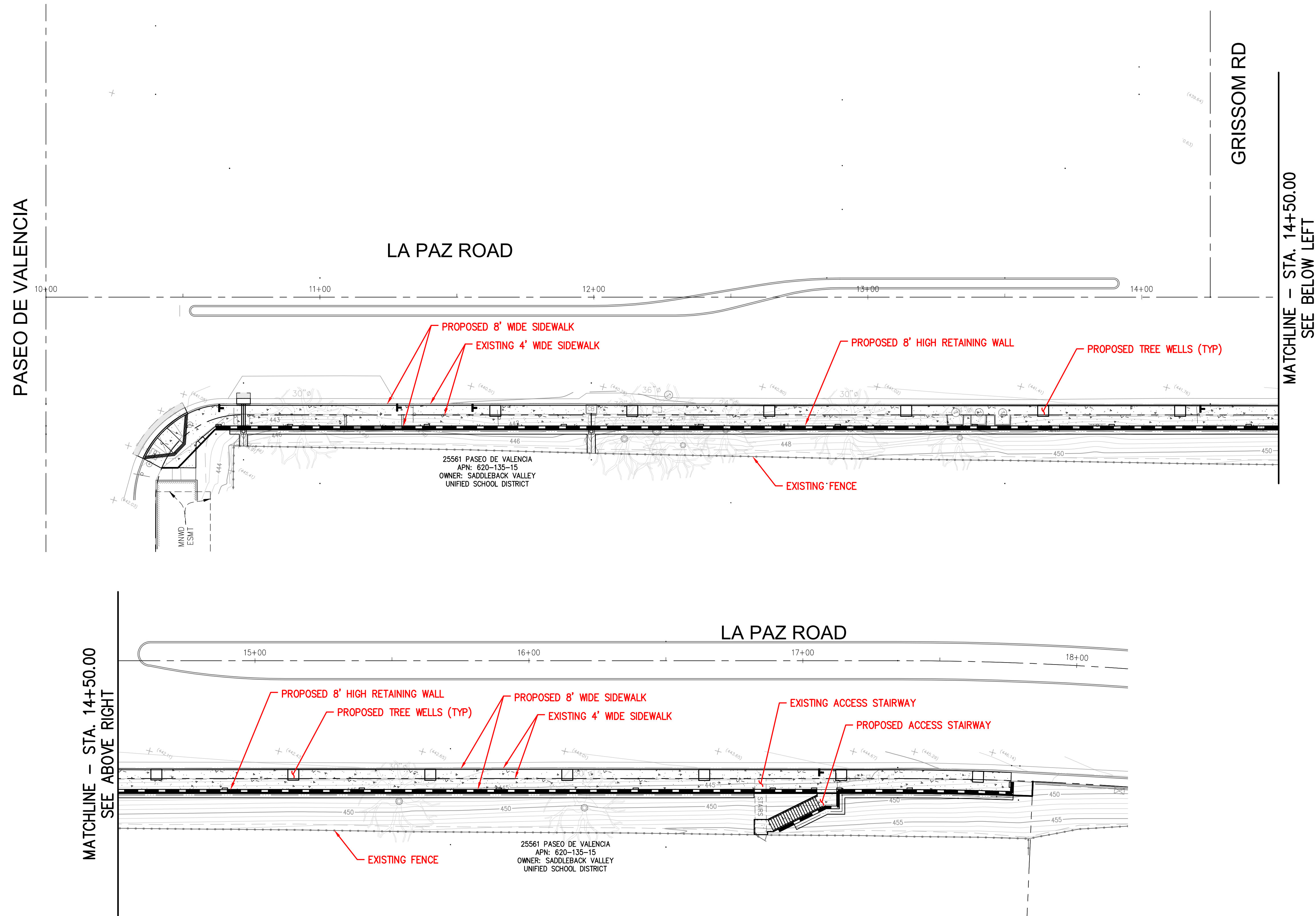
The proposed La Paz Road Southerly Sidewalk Widening Project has a total estimated cost of approximately \$920,000. The ATP grant application seeks 100% State funding for right of way acquisition and construction. An additional City cost of approximately \$25,000 is anticipated as needed for updates to the plans and right of way acquisition documents. This project is not included in the Capital Improvement Program (CIP) Budget and, if grant funds are provided, then the CIP Budget will require amending for work to begin in Fiscal Year 2019/2020.

ATTACHMENTS:

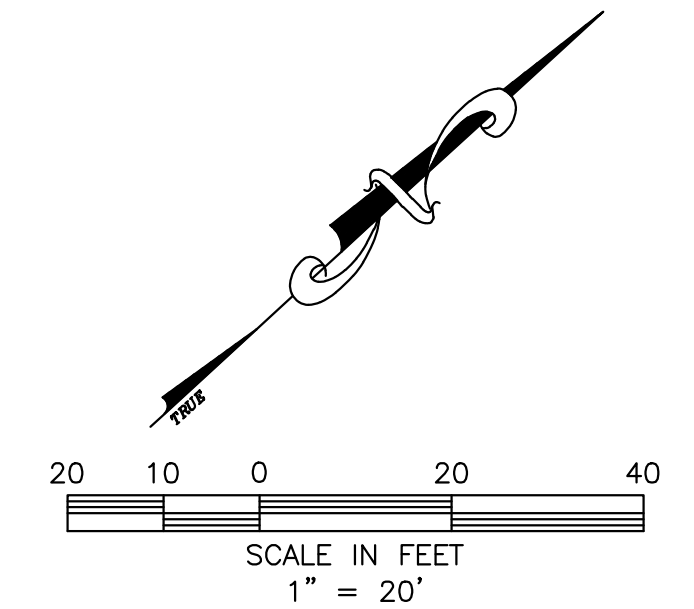
- Project Concept_La Paz Sidewalk 07-02-2018
- Draft La Paz Sidewalk ATP Application
- Notice of Exemption - La Paz Rd Sidewalk 23Nov2015

J:\City of Laguna Hills\16-008 La Paz Rd Sidewalk Widening (CIP #171)\Drawings\Exhibits\ATP Application\Project Concept.dwg

7/2/2018 6:22 AM



1 TYPICAL SECTION-SOUTH SIDE
SCALE: N.T.S.



LA PAZ ROAD SIDEWALK IMPROVEMENTS PASEO DE VALENCIA TO CHAMPLAIN ROAD

PREPARED BY:
CNC
ENGINEERING
Consulting Civil Engineers and Land Surveyors
2121 ALTON PARKWAY, SUITE 200
IRVINE, CA 92606
PHONE (949) 863-0588
FAX (949) 863-0589



ACTIVE TRANSPORTATION PROGRAM

IMPLEMENTING AGENCY:

Laguna Hills

PROJECT TYPE:

Infrastructure - Small



PROJECT APPLICATION NO.:

Auto-populated with data from Part A1 and A2

PROJECT NAME:

La Paz Road Southerly Sidewalk Widening SRTS

PROJECT DESCRIPTION:

Construct a new 8-ft wide sidewalk, construct a retaining wall on piles, modify stairway and drains from adjacent school site, repair landscaping and construct ADA ramps.

PROJECT LOCATION:

Southerly side of La Paz Road from Paseo De Valencia to Champlain Road.

ATP FUNDED COMPONENTS

Infrastructure				Non-Infrastructure	Plan
PA&ED	PS&E	R/W	CON		
\$ -	\$ -	\$ 95	\$ 800	\$ -	\$ -
FY -	FY -	FY 19/20	FY 20/21	FY -	FY -

PROJECT FUNDING INFORMATION (1,000s)

Total Project \$	Total ATP \$	Total Non-ATP \$	Past ATP \$	Leveraging \$	Non-Participating \$	Future Local \$
996	895	101	-	101	-	-



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Attachment: Draft La Paz Sidewalk ATP Application (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

v1.1

**3.9.b**Auto-populated with data from Part A1 and A2
La Paz Road Southerly Sidewalk Widening SRTS**Part A1: Applicant Information**

Implementing Agency: This agency must enter into a Master Agreement with Caltrans and will be financially and contractually responsible for the delivery of the project within all pertinent Federal and State funding requirements, including being responsible and accountable for the use and expenditure of program funds. This agency is responsible for the accuracy of the technical information provided in the application and is required to sign the application.

IMPLEMENTING AGENCY'S NAME:

Laguna Hills

IMPLEMENTING AGENCY'S ADDRESS

24035 El Toro Road

CITY

Laguna Hills

ZIP CODE

CA 92653

IMPLEMENTING AGENCY'S CONTACT PERSON:

Kenneth Rosenfield

CONTACT PERSON'S TITLE:

City Engineer

CONTACT PERSON'S PHONE NUMBER:

949-707-2655

CONTACT PERSON'S EMAIL ADDRESS :

krosenfield@lagunahillscs.gov

Applicants have the opportunity to insert a project picture, agency seal, or other image on the cover page. If you would like to do this, attach the image (*.jpg, *.bmp, *.png, etc.) by clicking in the box.

**MASTER AGREEMENTS (MAs):**

Does the Implementing Agency currently have a MA with Caltrans?

☒ Yes ☐ No

Implementing Agency's Federal Caltrans MA number

12-5468

Implementing Agency's State Caltrans MA number

12-5468

* Implementing Agencies that do not currently have a MA with Caltrans, must be able to meet the requirements and enter into an MA with Caltrans prior to funds allocation. The MA approval process can take 6 to 12 months to complete and there is no guarantee the agency will meet the requirements necessary for the State to enter into a MA with the agency. Delays could also result in a failure to meeting the CTC Allocation timeline requirements and the loss of ATP funding.

Project Partnering Agency:

The "Project Partnering Agency" is defined as an agency, other than Implementing Agency, that will assume the responsibilities for the ongoing operations and maintenance of the improved facility. The Implementing Agency must: 1) ensure the Partnering Agency agrees to assume responsibility for the ongoing operations and maintenance of the improved facility, 2) provide documentation of the agreement (e.g., letter of intent) as part of the project application, and 3) ensure a copy of the Memorandum of Understanding or Interagency Agreement between the parties is submitted with the first request for allocation. For these projects, the Project Partnering Agency's information shall be provided below.

Based on the definition above, does this project have a partnering agency?

☐ Yes ☒ No

Attachment: Draft La Paz Sidewalk ATP Application (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)



Part A2: General Project Information

PROJECT NAME: (Max of 10 Words) (To be used in the CTC project list)

Words Remaining: 3

La Paz Road Southerly Sidewalk Widening SRTS

PROJECT / APPLICATION NUMBER:

SUMMARY OF PROJECT SCOPE: (Max of 300 Words)

(Summary of the Existing Condition, Project Scope, the Expected Benefits)

Words Remaining: 95

This is a Safe Routes to School project to enhance pedestrian and Elementary School school-age children's safe movement to school. The existing sidewalk on the south side of La Paz Road is used by students of Valencia Elementary School who live within walking distance of the school, as well as parents who drop off and pick up their children at this location. The existing sidewalk was constructed four feet wide and due to signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than four feet in width. Many pedestrians travel this sidewalk in groups and the minimal width of this walkway creates a condition wherein pedestrians frequently walk onto this Arterial Highway to pass each other. City of Laguna Hills proposes to widen the sidewalk to 8 feet with right of way acquisition and construction of a retaining wall. This will allow a safe path of travel for bi-directional movement of pedestrians walking in groups, create a safe route to school and meet community needs. A previous project at this location, PPNO 12-217OI, was withdrawn by the Agency due to lack of funding. No State ATP right of way or construction funding was utilized.

FTIP PROJECT DESCRIPTION: (Max of 180 Characters)

Characters Remaining: 10

Construct a new 8-ft wide sidewalk, construct a retaining wall on piles, modify stairway and drains from adjacent school site, repair landscaping and construct ADA ramps.

PROJECT LOCATION: (Max of 180 characters)

Characters Remaining: 10

Southerly side of La Paz Road from Paseo De Valencia to Champlain Road.

In addition to the Location Description provided, attach a location map to the application. The location map needs to show the project boundaries in relation to the Implementing Agency's boundaries.

Location Map La Paz Sidewalk SRTS.pdf

Project Coordinates: (latitude/longitude in decimal format) Lat. 33.592922 N /long. 117.683572 W

Congressional District(s): 45

State Senate District(s): 36

State Assembly District(s): 73

Caltrans District: 12

County: Orange

MPO: SCAG

RTPA: None

Urbanized Zone Area (UZA) Population: Project is located within one of the ten large MPOs

Past Projects: Within the last 10 years, has there been any previous State or Federal ATP, SRTS, SR2S, BTA or other ped/bike funding awarded for a project(s) that are adjacent to or overlap the limits of project scope of this application?

☒ Yes ☐ No If yes, how many previous awards? 1

Project Number	Past Project Funding	Funded Amount \$	Project Type	Type of overlap/connection with past projects (select only one which matches the best)
PPNO 12-217OI	Active Transportation Program (ATP)	\$0	Infrastructure (I)	Adjacent project limits with minor overlapping scope or limits of work



Part A3: Project Type

PROJECT TYPE: (Use the drop down menu to select.) Infrastructure - Small

Indicate any of the following plans that your agency currently has: (Check all that apply)

☒ Bicycle Plan ☒ Pedestrian Plan ☐ Safe Routes to School Plan ☐ Active Transportation Plan ☐ None

PROJECT SUB-TYPE (check all Project Sub-Types that apply):

- ☐ **Bicycle Transportation** % of Project 0 %
- ☒ **Pedestrian Transportation** % of Project 100 %
- ☒ **Safe Routes to School** (Also fill out Bicycle and Pedestrian Sub-Type information above)

For a project to qualify for Safe Routes to School designation, the project must directly increase safety and convenience for public school students to walk and/or bike to school. Safe Routes to Schools infrastructure projects must be located within two miles of public school or within the vicinity of a public school bus stop and the students must be the intended beneficiaries of the project. Other than traffic education and enforcement activities, non-infrastructure projects do not have a location restriction.

Projects with Safe Routes to School elements must fill out "School and Student Details" later in this application.

As a condition of receiving funding, projects with Safe Routes to School Elements must commit to completing additional before and after student surveys as defined in the Caltrans Active Transportation Guidelines (LAPG Chapter 22).

How many schools does the project impact/serve: 1

For each school benefited by the project: 1) Fill in the school and student information; and 2) Include the required attachment information.

School Name: Valencia Elementary School

School Address: 25661 Paseo De Valencia, Laguna Hills, CA 92653

District Name: Saddleback Valley Unified School District

District Address: 25631 Peter A. Hartman Way Mission Viejo, CA 92691

Co.-Dist.-School Code: 30-73635-6066872

School Type: K to 6

Project improvements maximum distance from school 0.0 mile

Total student enrollment:	<u>714</u>
Total # of students that currently walk or bike to school:	<u>245</u>
Approximate # of students living along route proposed for improvement:	<u>218</u>
Projected # of students that will walk/bike to school after the project:	<u>295</u>
Percentage of students eligible for free or reduced meal programs**	<u>20 %</u>

**Refer to the California Department of Education website: <http://www.cde.ca.gov/ds/sd/sd/filesesp.asp>

Attach the following: A) a map which clearly shows: 1) the student enrollment area, 2) the locations and limits of the proposed project improvements; and B) the contact information/person for the school, and a short statement of support combined with the signature of the school official.

A3 - Student enroll - project loc - contact - support.pdf

☐ **Trails (Multi-use and Recreational):** (Also fill out Bicycle and Pedestrian Sub-Type information above)

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

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**3.9.b**Auto-populated with data from Part A1 and A2
La Paz Road Southerly Sidewalk Widening SRTS

Part A4: Project Details

Indicate the project details included in the project/program/plan.

Note: When quantifying the amount of Active Transportation improvements proposed by the project, **do not double-count the improvements** that benefit both Bicyclists and Pedestrians (i.e. new RRFB/Signal should only show as a Pedestrian or Bicycle Improvement).

☐ **Bicycle Improvements**☒ **Pedestrian Improvements**What % of the PEDESTRIAN related project cost are going towards closing a "Gap" in infrastructure? 0 %

(As opposed to cost going towards "improving" existing pedestrian infrastructure.)

Sidewalks:	New (4' to 8' wide): <u>0</u> Linear Feet	New (over 8' wide): <u>0</u> Linear Feet
	Widen Existing: <u>720</u> Linear Feet	Reconstruct/Enhance Existing: <u>0</u> Linear Feet
	New Barrier Protected (Barrier, parking, functional-planter, etc.): <u>0</u> Linear Feet	
ADA Ramp Improvements:	New Ramp (none exist): <u>0</u> Number	Reconstruct Ramp to Standard: <u>1</u> Number
Signalized Intersections:	New Crosswalk: <u>0</u> Number	Enhance Existing Crosswalk: <u>0</u> Number
	Ped-Heads: <u>0</u> Number	Shorten Crossing: <u>0</u> Number
	Timing Improvements: <u>0</u> Number	
Un-Signalized Intersections:	New Traffic Signal: <u>0</u> Number	New Roundabout: <u>0</u> Number
	New RRFB/Signal: <u>0</u> Number	Crossing-Surface Improvements: <u>0</u> Number
	Shorten Crossing: <u>0</u> Number	
Mid-Block Crossing:	New RRFB/Signal: <u>0</u> Number	Crossing-Surface Improvements: <u>0</u> Number
Lighting:	Intersection: <u>0</u> Number	Roadway Segments: <u>0</u> Linear Feet
Pedestrian Amenities:	Benches: <u>0</u> Number	Trash Cans: <u>1</u> Number
	Shade Trees: <u>13</u> Number	Shade Tree Type: _____
Other Ped Improvements:	#1: <u>Bus Stop with Bench</u> #: <u>1</u>	#2: <u>Staircase access to School</u> #: <u>1</u>

☐ **Multi-use Trail Improvements**☐ **Vehicular-Roadway Traffic-Calming Improvements**☐ **Non-Infrastructure Components**☐ **Plan Type (only intended for Plans)**

Attachment: Draft La Paz Sidewalk ATP Application (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)

ATP CYCLE 4 APPLICATION FORM

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**3.9.b**Auto-populated with data from Part A1 and A2
La Paz Road Southerly Sidewalk Widening SRTS**Right of Way (R/W) Impacts** (Check all that apply)

- ☐ Project is 100% within the Implementing Agency's R/W and/or is within their control at the time of this application submittal.
(This includes temporary construction easements)
- ☐ Project will likely require R/W in fee ownership, permanent easements and/or temporary construction easements from private owners and/or will require utility relocations from utility companies outside that implementing agency's governmental control.
- ☐ Project will likely encroach into Caltrans R/W requiring easements, encroachment permits and/or other approvals.
- ☒ Project will likely require R/W, Easements, encroachment and/or approval involving Governmental (excluding Caltrans - as Caltrans impacts are documented above), Environmental, or Railroad owner's property.

**See the application instructions for more details on the required coordination and documentation from these agencies.*

Attach a letter of support or neutrality from each separate agency. Combine all letters in one pdf attachment.

SVUSD Support Letter-Sidewalk Widening.pdf

The following information should be based on specific prior coordination and agreement between the agencies:

What is the total additional months needed (all project phases) for all of these agencies to complete their required oversight responsibilities and to complete any required actions that are necessary based on the expected R/W impacts? 12

Has the project schedule been developed to account for this time? Yes

Attachment: Draft La Paz Sidewalk ATP Application (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)



Part A5: Project Schedule

- NOTES: 1) Per CTC Guidelines, all project applications must be submitted with the expectation of receiving federal funding and therefore the schedule below must account for the extra time needed for federal project delivery requirements and approvals, including a NEPA environmental clearance and for each CTC allocation there must also be a Notice to Proceed with Federally Reimbursable work.
- 2) Prior to estimating the durations of the project delivery tasks (below), applicants are highly encouraged to review the appropriate chapters of the Local Assistance Procedures Manual and work closely with District Local Assistance Staff.
- 3) The proposed CTC Allocation dates must be between July 1, 2019 and June 30, 2023 to be consistent with the available ATP fund for Cycle 4.

This page cannot be completed until a project type has been selected in Part 3.

INFRASTRUCTURE PROJECTS:

PA&ED Project Delivery Phase:

Will ATP funds be used in this phase of the project? ☐ Yes ☒ No

Expected or Past Start Date for PA&ED activities:

11/23/2015

Time to complete the separate CEQA & NEPA studies/approvals:

0 months (See note #2, above)

Expected or Past Completion Date for the PA&ED Phase:

11/23/2015

* Applications showing the PA&ED phase as complete, must include/attach the signature pages for the CEQA and NEPA documents, which include project descriptions covering the full scope.

Notice of Exemption (CEQA Clearance) La Paz Rd Sidewalk 23Nov2015.pdf

PS&E Project Delivery Phase:

Will ATP funds be used in this phase of the project? ☐ Yes ☒ No

Expected or Past Start Date for PS&E activities:

2/23/2016

Time to complete the final Plans, Specification & Estimate:

0 months

Expected or Past Completion Date for the PS&E Phase:

2/23/2016

* Applications showing the PS&E phase as complete, must include/attach the signed & Stamped Title Sheet for the plans and approval page of the specifications.

Plan Title Sheet.pdf

Right of Way Project Delivery Phase:

Will ATP funds be used in this phase of the project? ☒ Yes ☐ No

Proposed CTC "R/W Allocation" Date:

7/1/2019

Notice to Proceed with Federally Reimbursable ATP Work:

8/30/2019

Expected or Past Start Date for R/W activities:

9/2/2019

Time to complete the R/W Engineering, Acquisition, and Utilities:

12 months

Expected or Past Completion Date for the R/W Phase:

8/27/2020

* PS&E and Right of Way phases can be allocated at the same CTC meeting.

* Applications showing the R/W phase as complete, must include/attach the Caltrans approved R/W Certification.

Construction Project Delivery Phase:

Will ATP funds be used in this phase of the project? ☒ Yes ☐ No

Proposed CTC "CON Allocation" Date:

8/31/2020

Notice to Proceed with Federally Reimbursable ATP Work:

10/30/2020

Expected Start Date for Construction activities:

11/2/2020

Time to complete the Construction activities:

12 months

Expected or Past Completion Date for the CON Phase:

10/28/2021

NON-INFRASTRUCTURE (NI) AND "PLAN" PROJECTS: (This includes combined "I" and "NI" projects)

Will ATP funds be used in this phase of the project? ☐ Yes ☐ No

ATP CYCLE 4 APPLICATION FORM

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**3.9.b**Auto-populated with data from Part A1 and A2
La Paz Road Southerly Sidewalk Widening SRTS

Expected Start Date for "NI" or "Plan" Construction activities:

Time to complete the CON-Phase activities:

 months

Expected Completion Date for the CON Phase:

Proposed Dates for "Before" and "After" Counts (As required by the CTC and Caltrans guidelines):

Expected Date for "Before" counts (Ideally, within 12 months of the beginning of the Construction Activities)

8/31/2020

Expected Date for "After" counts (Ideally, at least 6 months after the end of all Construction Activities)

1/17/2022

Attachment: Draft La Paz Sidewalk ATP Application (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)



Part A6: Project Funding

(1,000s)

The Project Funding table cannot be completed until a project type has been selected in Part 3.

Project Phase	Total Project Costs	Total ATP Funding	ATP Allocation Year *	Total Non-ATP Funding **	Non-Participating Funding	"Prior" ATP Funding	Leveraging Funding	Future Local Identified Funding
PA&ED	-	-		-	-	-	-	-
PS&E	61	-		61	-	-	61	-
R/W	135	95	19/20	40	-	-	40	-
CON	800	800	20/21	-	-	-	-	-
NI-CON/PLAN	-	-		-	-	-	-	-
TOTAL	996	895		101	-	-	101	-

* The CTC Allocation-Year is calculated based on the information entered into the "Project Schedule" section.

** Applicants must ensure that the "Total Non-ATP Funding" values show in this table match the overall Non-ATP Funding values they enter into Page 2 of the PPR (later in this form)

ATP FUNDING TYPE REQUESTED:

Per the CTC Guidelines, all ATP projects must be eligible to receive federal funding. Most ATP projects will receive federal funding; however, is the intent of the Commission to consolidate the allocation of federal funds to as few projects as practicable. Therefore, the smallest projects may be granted State Funding from the State Highway Account (SHA) for all or part of the project. Agencies with projects under \$1M, especially ones being implemented by agencies who are not familiar with the federal funding process, are encouraged to request State funding.

Do you believe your project warrants receiving state-only funding? ☒ Yes ☐ No

If "Yes", provide a brief explanation. (Max of 50 Words)

Words Remaining: 1

The Project site is not on/adjacent to any State owned roadways, will not impact waters of the United States and the Project is not listed on STIP. The Project is eligible for state-only funding. State only funding will allow this already designed project to quickly be implemented.

If "Yes", applicants requesting SHA must also attach an "Exhibit 22-F"

Exhibit 22-F La Paz Sidewalk.pdf

ATP PROJECT PROGRAMMING REQUEST (PPR):

Using the Project Schedule, Project Funding, and General Project information provided, this electronic form has automatically prepared the following PPR pages. Applicants must review the information in the PPR to confirm it matches their expectations.

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

v1.1



3.9.b

Auto-populated with data from Part A1 and A2
La Paz Road Southerly Sidewalk Widening SRTS

Amendment (Existing Project) Y ☐ N ☒						Date: 07/02/18	
District	EA	Project ID		PPNO	MPO ID		Alt Project. ID/prg.
12							ATP
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency			
ORA	La Paz Road			Laguna Hills			
				MPO		Element	
				SCAG		Local Assistance	
Project Manager/Contact		Phone		E-mail Address			
Kenneth Rosenfield		(949) 707-2655		krosenfield@lagunahillscsca.gov			
Project Title							
La Paz Road Southerly Sidewalk Widening SRTS							
Location (Project Limits), Description (Scope of Work)							
Southerly side of La Paz Road from Paseo De Valencia to Champlain Road.							
Component		Implementing Agency					
PA&ED		Laguna Hills					
PS&E		Laguna Hills					
Right of Way		Laguna Hills					
Construction		Laguna Hills					
Legislative Districts							
Assembly:	73	Senate:	36	Congressional:	45		
Project Benefits (If more space is needed, use the Additional Information field on the next page.)							
This project will remove barriers to mobility and allow a safe path of travel for bi-directional movement of pedestrians walking in groups, create a safe route to school to Valencia Elementary School and meet community needs as well as to improve access to an OCTA bus stop and transit mode choice.							
Purpose and Need							
This is a Safe Routes to School project to enhance pedestrian and Elementary School school-age children's safe movement to school. The existing sidewalk on the south side of La Paz Road is used by students of Valencia Elementary School who live within walking distance of the (Continued on Next Page)							
Category		Outputs/Outcomes			Unit	Total	
Local Streets and Roads		Pedestrian/Bicycle facilities miles constructed			Feet	720	
ADA Improvements: Y ☒ N ☐ Bike/Ped Improvements: Y ☒ N ☐ Reversible Lane Analysis: Y ☐ N ☒							
Inc. Sustainable Communities Strategy Goals: Y ☐ N ☐ Reduces Greenhouse Gas Emissions: Y ☒ N ☐							
Project Milestone					Existing	Proposed	
Project Study Report Approved					07/02/18		
Begin Environmental (PA&ED) Phase						11/23/2015	
Circulate Draft Environmental Document (Document Type)				CE			
Draft Project Report							
End Environmental Phase (PA&ED Milestone)						11/23/2015	
Begin Design (PS&E) Phase						02/23/2016	
End Design Phase (Ready to List for Advertisement Milestone)						02/23/2016	
Begin Right of Way Phase						09/02/2019	
End Right of Way Phase (Right of Way Certification Milestone)						08/27/2020	
Begin Construction Phase						11/02/2020	
End Construction Phase						10/28/2021	
Begin Closeout Phase							
End Closeout Phase (Closeout Report)							

Attachment: Draft La Paz Sidewalk ATP Application (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)



Additional Information	Date:	07/02/1
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Purpose and Need (Continued from Page 11)
school, as well as parents who drop off and pick up their children at this location. The existing sidewalk was constructed four feet wide and due to signage utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than four feet in width. Many pedestrians travel this sidewalk in groups and the minimal width of this walkway creates a condition wherein school-age pedestrians frequently walk onto this Arterial Highway pass each other. City of Laguna Hills proposes to widen the sidewalk to 8 feet with right of way acquisition and construction of a retaining wall. This will allow a safe path of travel for bi-directional movement of pedestrians walking in groups, create a safe route to school and meet community needs. This project will encourage walking for purpose and recreation and will decrease the use of motor vehicles and will cause a commensurate reduction in greenhouse gas emissions.

Attachment: Draft La Paz Sidewalk ATP Application (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

v1.1

**3.9.b**Auto-populated with data from Part A1 and A2
La Paz Road Southerly Sidewalk Widening SRTS**Exhibit 22-G Project Programming Request (PPR)**

Date: 07/02/18

Project Information:

Project Title:	La Paz Road Southerly Sidewalk Widening SRTS				
District	County	Route	EA	Project ID	PPNO
12	Orange				

Funding Information:**DO NOT FILL IN ANY SHADED AREAS**

Proposed Total Project Cost (\$1,000s)									Notes:
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	61	0	0	0	0	0	0	61	
R/W	40	0	95	0	0	0	0	135	
CON	0	0	0	800	0	0	0	800	
TOTAL	101	0	95	800	0	0	0	996	

ATP Funds Infrastructure Cycle 4									Program Code
Proposed Funding Allocation (\$1,000s)									20.30.720
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	95	0	0	0	0	95	
CON	0	0	0	800	0	0	0	800	
TOTAL	0	0	95	800	0	0	0	895	

ATP Funds Non-Infrastructure Cycle 4									Program Code
Proposed Funding Allocation (\$1,000s)									20.30.720
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

ATP Funds Plan Cycle 4									Program Code
Proposed Funding Allocation (\$1,000s)									20.30.720
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

ATP Funds Previous Cycle									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Attachment: Draft La Paz Sidewalk ATP Application (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

v1.1

**3.9.b**Auto-populated with data from Part A1 and A2
La Paz Road Southerly Sidewalk Widening SRTS**Exhibit 22-G Project Programming Request (PPR)**

Date: 07/02/18

Project Information:

Project Title:	La Paz Road Southerly Sidewalk Widening SRTS				
District	County	Route	EA	Project ID	PPNO
12	Orange				

Summary of Non-ATP Funding*The Non-ATP funding shown on this page must match the values in the Project Funding table.*

Fund No. 2:	Local Funds								Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Laguna Hills
PS&E	61	0	0	0	0	0	0	61	Notes:
R/W	40	0	0	0	0	0	0	40	
CON	0	0	0	0	0	0	0	0	
TOTAL	101	0	0	0	0	0	0	101	

Fund No. 3:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 4:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 5:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 6:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 7:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

v1.1

**3.9.b**Auto-populated with data from Part A1 and A2
La Paz Road Southerly Sidewalk Widening SRTS

District	County	Route	EA	Project ID	PPNO	Alt. ID
12	Orange					

SECTION 1 - All Projects

Project Background	Characters Remaining:	2
---------------------------	------------------------------	----------

A previously awarded ATP Cycle 1 grant for a related sidewalk widening project was withdrawn by the City of Laguna Hills due to changed geotechnical conditions, substantial increases in right of way costs and lack of additional available funding. The scope of the previous project consisted of proposed right way acquisition and widening sidewalk on both sides of La Paz Road. The PSE was completed at the City's cost and the project was then withdrawn due to changed conditions, right of way and construction costs. No right of way was acquired at that time. The new project will widen the sidewalk on the school side only of La Paz Road as described herein. The PSE is complete. The City has no alternate funding to implement this project.

Programming Change Requested	Characters Remaining:	
-------------------------------------	------------------------------	--

Reason for Proposed Changed	Characters Remaining:	33
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City determined that widening the sidewalk adjacent to the school on the southerly side of the roadway is the highest priority work and would be a more cost effective alternative for right of way acquisition and for construction as contrasted with widening the sidewalk on both sides of the road. This project is strongly desired by the community and has the support of the Saddleback Valley Unified School District.

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded	Characters Remaining:	
--	------------------------------	--

Other Significant Information	Characters Remaining:	
--------------------------------------	------------------------------	--

SECTION 2 - For SB1 Projects Only

Alternative Project Request (Please follow the individual SB1 program guidelines for specific criteria)

SECTION 3 - All Projects**Approvals**

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.*

Name (Print or Type)	Signature	Title	Date
Kenneth Rosenfield		City Engineer	07/30/2018

Attachments

- 1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
- 2) Project Location Map



Part A7: Screening Criteria

The following Screening Criteria are requirements for applications to be considered for ATP funding. Failure to demonstrate a project meets these criteria will result in the disqualification of the application.

1. Demonstrated fiscal needs of the applicant:

- **Is all or part of the project currently (or has it ever been) formally programmed in an RTPA, MPO and/or Caltrans funding program?** ☒ Yes ☐ No

If "Yes", explain why the project is not considered "fully funded". (Max of 200 Words)

Words Remaining:

A previously awarded ATP Cycle 1 grant for project PPNO 12-2170I was withdrawn by the City of Laguna Hills due to changed geotechnical conditions, additional right of way acquisition costs and a lack of funding. No previous ATP project funds were utilized for right of way acquisition or construction. The City absorbed the cost of PAED and PSE. The scope of work for the previously awarded grant consisted of widening of approximately 800 feet of sidewalk on both sides of La Paz Road. The City has since determined that widening the sidewalk only adjacent to Valencia Elementary School, on the southerly side of La Paz Road, is the highest priority and would be a more cost effective and utilitarian use of the Safe Routes to School Program funding. The proposed widened sidewalk will not only enhance the safe route to school for the elementary school-aged pedestrians but will also enhance access for all pedestrians transiting this location. This will enhance pedestrian safety, recreation and exercise. This project is expected to reduce the use of motor vehicles to transport children to school and will result in a commensurate reduction in greenhouse gas emissions.

- **Are any elements of the proposed project directly or indirectly related to the intended improvements of a past or future development or capital improvement project?** ☒ Yes ☐ No

If "Yes", explain why the other project cannot fund the proposed project. (Max of 200 Words)

Words Remaining:

The City of Laguna Hills funded the PS&E and right of way engineering for this project. These costs are identified as leveraged funding for the current project application. The PS&E and right of way engineering will be utilized, modified as needed, to implement the current project at no cost to the State or the ATP.

- **Are adjacent properties undeveloped or under-developed where standard "conditions of development" could be placed on future adjacent redevelopment to construct the proposed project improvements?** ☐ Yes ☒ No

2. Consistency with an adopted regional transportation plan:

- **Is the project consistent with the relevant adopted regional transportation plan that has been developed and updated pursuant to Government Code Section 65080?** ☒ Yes ☐ No

If "Yes", the applicant must provide that portion of Regional Transportation Plan showing that the proposed project is consistent. Attach a copy of ONLY the following elements of the plan: cover page and pages linking the proposed project to the plan. Highlighted and/or mark the attachment to clearly identify the connection.

Note: Projects not providing proof will be disqualified and not be evaluated.

3. Is the Implementing Agency Caltrans?

☐ Yes ☒ No

Attachment: Draft La Paz Sidewalk ATP Application (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)



Part B: Narrative Questions

Question #1

QUESTION #1

DISADVANTAGED COMMUNITIES (0-10 POINTS)

☐ This project does not qualify as a Disadvantaged Community.

A. Map of Project Boundaries, Access and Destination (0 points): Required

Provide a scaled map showing the boundaries of the proposed project/program/plan, the geographic boundaries of the disadvantaged community, and disadvantaged community access point(s) and destinations that the project/program/plan is benefiting.

La Paz Sidewalk AB1550 Low Income Map Laguna Hills.pdf

B. Identification of Disadvantaged Community: (0 points)

Select one of the following 4 options. Must provide information for all Census Tract/Block Group/Place Number that the project affects.

- **Median Household Income**
- **CalEnviroScreen**
- **Free or Reduced Priced School Meals** - Applications using this measure must demonstrate how the project benefits the school students in the project area.
- **Other**

Select Option: Other

Other

- Projects located within Federally Recognized Tribal Lands (typically within the boundaries of a Reservation or Rancheria?)

☐ Yes ☒ No

- If a project applicant believes a project benefits a disadvantaged community but the project does not meet the aforementioned criteria due to a lack of accurate Census data or CalEnviroScreen data that represents a small neighborhood or unincorporated area, the applicant must submit for consideration a quantitative assessment to demonstrate that the community's median household income is at or below 80% of that state median household income. (Max of 100 Words)

Words Remaining: 55

This project is within one mile of an extensive AB1550 Low Income Community as shown on the map attached in "A." above. The La Paz Sidewalk Widening will be available to this community for access to public facilities, business, commercial and medical offices and transit.

- **Regional definition:** For the statewide and small urban & rural competitive portions of the Active Transportation Program a regional definition of disadvantaged communities must be adopted as part of a regular 4-year cycle adoption of a Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) by an MPO or RTPA per obligations with Title VI of the Federal Civil Rights Act of 1964. Any regional definition, such as "environmental justice communities" or "communities of concern," must document a robust public outreach process that includes the input of community stakeholders, and be stratified based on severity. Justification for a regional definition, including RTP/SCS adopting actions, public outreach documentation, and severity stratification, must be submitted to the California Transportation Commission (CTC) no later than June 1, 2018. CTC staff will make the final determination of the eligibility of regional definitions by June 29, 2018. (Max of 200 Words)

Words Remaining: 60

C. Direct Benefit: (0 - 4 points)

1. Explain how the project closes a gap, provides connections to, and/or addresses a deficiency in an active transportation network and how the improvements meet an important need of the disadvantaged community. (Max of 200 Words)

Words Remaining: 60

The existing sidewalk was constructed four feet wide and due to signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than four feet in width. Many pedestrians travel this sidewalk in groups and the minimal width of this walkway creates a condition wherein school-age pedestrians frequently walk onto this Arterial Highway to pass each other. City of Laguna Hills proposes to widen the sidewalk to 8 feet with right of way acquisition and construction of a retaining wall. This will allow safe path of travel for bi-directional movement of pedestrians walking in groups, create a safe route to school and meet community needs. This project will encourage walking for purpose and recreation and will decrease the use of motor vehicles and will cause a commensurate reduction in greenhouse gas emissions.



D. Project Location: (0 - 2 points)

Is your project located within a disadvantaged community? No portion with a DAC

E. Severity: (0 - 4 points)

Auto calculated



Part B: Narrative Questions

Question #2

QUESTION #2

POTENTIAL FOR INCREASED WALKING AND BICYCLING, ESPECIALLY AMONG STUDENTS, INCLUDING THE IDENTIFICATION OF WALKING AND BICYCLING ROUTES TO AND FROM SCHOOLS, TRANSIT FACILITIES, COMMUNITY CENTERS, EMPLOYMENT CENTERS, AND OTHER DESTINATIONS; AND INCLUDING INCREASING AND IMPROVING CONNECTIVITY AND MOBILITY OF NON-MOTORIZED USERS. (0-53 POINTS)

Please provide the following information: (This must be completed to be considered for funding)

# of Users	Pedestrian	Bicycle	Date of Counts	Mark here if N/A to project
Current	73	-	5/23/2018	☐

Safe Routes to School projects: The following information related to the Safe Routes to School Projects data was already entered in p 3 of the application.

School	Total Student Enrollment	Approx. # of Students Living Along School Route Proposed	# of Students Currently Walking/Biking to School
Valencia Elementary School	714	218	245
Total	714	218	245

Document the methodologies used to establish the **current** count data. (Max of 250 Words)

Words Remaining: 23

In Person Field Counts on May 23, 2018, AM and PM counts taken. Count provided is the PM Count.

A. Statement of project need. Describe the issue(s) that this project will address. How will the proposed project benefit the non-motorized users? What is the project's desired outcome and how will the project best deliver that outcome? **(0-26 points)**

Discuss:

- Destinations and key connectivity the project will achieve
- How the project will increase walking and/or biking
- The lack of mobility if applicable - Does the population have limited access to cars? bikes? and transit?
 - Does the project have an unserved or underserved demand?
- The **local** health concern responses should focus on:
 - Specific local public health concerns, health disparity, and/or conditions in the built and social environment that affect the project community and can be addressed through the proposed project. Please provide detailed and locally relevant answer instead of general descriptions on the health benefits of walking and biking (i.e. "walking and biking increase physical activity").
 - Local public health data demonstrating the above public health concern or health disparity. Data should be at the smallest geography available (state or national data is not sufficient). One potential source is the Healthy Places Index (HPI) (<http://healthyplacesindex.org>)
- For combined I/NI projects: Discuss need for an encouragement, education, and/or enforcement program.

(Max of 750 Words)

Words Remaining: 46

This project will address pedestrian safety and accessibility and encourage additional persons to shift mode choice to walking. This project will remove barriers to mobility by enhancing pedestrian and Elementary School school-age children's safe movement to school. The existing sidewalk on the south side of La Paz Road is used by students of Valencia Elementary School who live within walking distance of the school, as well as parents who drop off and pick up their children at this location as well as other pedestrians. The existing sidewalk was constructed four feet wide and due to signage, utility and adjacent slope, the sidewalk is too narrow and several segments are effectively less than four feet in width. This condition creates an obvious barrier to mobility as has been observed at this site. The effective narrow width of the sidewalk deters active walking and impacts the safety of elementary school-aged children's access to Valencia Elementary School and limits access to an OCTA bus stop. The proposed project to widen the sidewalk to eight feet will resolve this barrier, enhance safety and increase walking for both recreation and access to the school. The HPI tract 423.07 adjacent to project has a Healthy Places Index of 62.2 reflecting a needed improvement. There is a need for more physical activity for the school-age population as well as within the general public. The OC Community Indicators 2015 reflects 24% of students in the Saddleback Valley Unified School District are overweight or obese indicating a significant need to increase physical activity (http://occhildrenandfamilies.com/wp-content/uploads/2014/12/OCCIR_2015_Report_Web.pdf). This project will aid in increasing this needed physical activity.

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

v1.1

**3.9.b**Auto-populated with data from Part A1 and A2
La Paz Road Southerly Sidewalk Widening SRTS**B. Describe how the proposed project will address the active transportation need: (0-27 points)**

What type of active transportation need will the proposed project directly address (select one or more) of the following element and discuss how the project will be meeting the identified need.

1. Proposed project address:

- **Closure of a gap?**

Gap closure = Construction of a missing segment of an existing facility in order to make that facility continuous.

- **Creation of new routes?**

New Route = Construction of a new facility that did not previously exist that provides a transportation route.

- **Removal of barrier to mobility?**

Describe the type of barrier.

- **Other improvements to existing routes?**

(Max of 400 words)

Words Remaining: 20

This is a Safe Routes to School project to remove barriers to mobility by enhancing pedestrian and Elementary School school-age children's safe movement to school. The existing sidewalk on the south side of La Paz Road is used by students of Valencia Elementary School who live within walking distance of the school, as well as parents who drop off and pick up their children at this location. The existing sidewalk was constructed four feet wide and due to signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than four feet in width. This condition creates an obvious barrier to mobility as has been observed at this site. The effective narrow width of the sidewalk deters active walking and impacts the safety of elementary school-aged children's access to Valencia Elementary School. The proposed project to widen the sidewalk to eight feet will resolve this barrier, enhance safety and increase walking for both recreation and access to the school. The project will improve access to an OCTA bus stop encouraging the use of transit and will realign an existing staircase access into the school.

2. Must provide a map identifying the location of each: gap closures and connections; the new routes; and the barriers and improvements

Project Location & Limits S'ly La Paz Sidewalk Widening.pdf

3. Referencing this map, describe the existing route(s) that currently connect the affected transportation related and community identified destinations and why the route(s) are not adequate. (Max of 200 words)**Words Remaining:** 59

The existing sidewalk on the south side of La Paz Road is used by students of Valencia Elementary School who live within walking distance of the school, as well as parents who drop off and pick up their children at this location. The existing sidewalk was constructed four feet wide and due to signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than four feet in width. This condition creates an obvious barrier to mobility as has been observed at this site. The effective narrow width of the sidewalk deters active walking and impacts the safety of elementary school-aged children's access to Valencia Elementary School. The proposed project to widen the sidewalk to eight feet will resolve this barrier, enhance safety and increase walking for both recreation and access to the school.

4. Referencing this map, describe how the project links or connects, or encourages use existing routes to transportation-related and community identified destinations where an increase in active transportation modes can be realized, including but not limited to: school facilities, transit facilities, community, social service or medical centers, employment centers, high density or affordable housing, regional, State or national trail system, recreational and visitor destinations or other community identified destinations. Specific destinations must be identified.

- For combined I/N/I projects: discuss how the encouragement, education, and/or enforcement program will help address the needs.

(Max of 400 words)

Words Remaining: 22

The La Paz Road southerly sidewalk widening will remove barriers to safe and efficient walking to and from Valencia Elementary School and allow the non-school age population the ability to comfortably walk this section of sidewalk and access an OCTA bus stop for transit mode travel. This widened sidewalk will encourage more persons, and parents of school-age children, to walk. Currently, many parents drive their children to school and this new access will encourage many of them to allow their children to walk to school along what will be considered a safe access. This will reduce greenhouse gas emissions. The pedestrians will be further from high speed arterial highway traffic and will feel more comfortable transiting this area. The school is a destination point for parents and students which is accessed from this sidewalk. The sidewalk also joins other contiguous sidewalk portions allowing pedestrians a healthy mode of travel from business, retail, and area commercial centers from the adjacent residential areas as well as provides access to transit at an OCTA bus stop at this location.

Attachment: Draft La Paz Sidewalk ATP Application (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)



Part B: Narrative Questions

Question #3

QUESTION #3

POTENTIAL FOR REDUCING THE NUMBER AND/OR RATE OF PEDESTRIAN AND BICYCLIST FATALITIES AND INJURIES, INCLUDING THE IDENTIFICATION OF SAFETY HAZARDS FOR PEDESTRIANS AND BICYCLISTS. (0-25 POINTS)

- A. Describe the project location's history of pedestrian and bicycle collisions resulting in fatalities and injuries to non-motorized users, which this project will mitigate. (12 points max)

Applicants are encouraged to use the new UC Berkeley SafeTREC TIMS tool which was specifically designed for the ATP to produce these documents in an efficient manner. Applicants with access to alternative collision data tools and training can utilize their choice of methods/tools. Applicants must respond to question 1 or 2, and have the option to respond to both.

1. For applications using the TIMS ATP tool, attach the following:
 - a. Collision Heat-map of the area surrounding the project limits - demonstrating the relative collision history of the project limits in relation to the overall jurisdiction/community's collision history
 - b. Project Area Collision Map - identifying the past crash locations within the project limits
 - c. Collision Summaries and collision lists/reports - demonstrating collision trends, collision types, and collision details
 - d. For a Combined I/NI project - If the NI project area is different than the infrastructure portion, the applicant may attach related heat-maps, etc in Attachment J

Combine the various maps/summaries into one PDF file and attach it in the field below.

TIMS La Paz Sidewalk 06-29-2018.pdf

2. Applications that do not have the collision data above OR that prefer to provide additional collision data and/or safety in a different format can provide this data below. (Examples include: Collision Rates, Community Observations, Surveys, etc.)

The data and corresponding methodologies can be included in written/text form and/or via a separate attachment in the field below.

(Max of 200 Words) (optional)

Words Remaining:

Data and methodologies Attachment (optional)

3. From the project-area collision summaries/data provided in questions 1 and/or 2, enter the total reported pedestrian and/or bicycle collisions using the most recent 5 to 11 years of available data:

How many years of collision data were used in the Heat Maps and collision summaries:

# of Crashes	Pedestrian	Bicycle	Total	Average Per Year
Fatalities	0	2	2	0.22
Injuries	14	22	36	4
Total	14	24	38	4.22

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v1.1

**3.9.b**Auto-populated with data from Part A1 and A2
La Paz Road Southerly Sidewalk Widening SRTS

4. Referencing project's heat-maps, collision map and collision summaries provided in above, discuss the extent to which the proposed project limits represents one of the agency's top priorities for addressing ongoing safety and discuss how the proposed safety improvements correspond to the types and locations of the past collisions. (e.g. sidewalks, bike lanes, lighting, bulb-outs, signals/barriers, etc.)

For Projects with Non-Infrastructure elements (Combined I/NI projects):

As appropriate, describe how the NI program elements:

- educates bicyclists, pedestrians, and/or drivers about safety hazards for pedestrians and bicyclists; and
- encourages safe behavior, including through enforcement.

(Max of 700 Words)

Words Remaining: **592**

The area heat maps reveal a significant and repetitive occurrence of pedestrian accidents in the general area of the project. While no specific pedestrian accidents were noted at the specific project site, the concentration of elementary school-aged pedestrians at this location presents a potential for pedestrian accidents to occur. Given the barriers to mobility at the project location, it has been observed that pedestrians and vehicle are interacting when pedestrians step off the curb due to limited sidewalk space and motorists are pulling over to the curb to drop off students being driven to school. This project will alleviate the potential pedestrian accident risk at this location.

B. Safety Countermeasures (13 points max)

Referencing the information provided in Part A, demonstrate how the proposed countermeasures directly address (one or more of the following underlying factors that are contributing to the occurrence (or potential occurrence) of pedestrian and/or bicyclist collisions.

- Reduces speed and/or volume of motor vehicles in the proximity of non-motorized users
- Improves sight distance and/or visibility between motorized and non-motorized users
- Eliminates potential conflict points between motorized and non-motorized users, including creating physical separation between motorized and non-motorized users
- Improves compliance with local traffic laws for both motorized and non-motorized users
- Addresses inadequate vehicular traffic control devices
- Addresses inadequate or unsafe bicycle facilities, trails, crosswalks and/or sidewalks
- Eliminates or reduces behaviors that lead to collisions involving non-motorized users

(Max of 1500 Words)

Words Remaining: **1333**

This project will eliminate potential conflict points (point c) between pedestrians and vehicles by providing adequate space for the pedestrians to traverse this currently narrow sidewalk area. The widened sidewalk will also eliminate pedestrian behaviors (point g) of stepping off the sidewalk and into the path of motor vehicles by providing enough space for opposing pedestrians to pass. The existing sidewalk was constructed four feet wide and due to signage, utilities and adjacent slope, the sidewalk is too narrow and several segments are effectively less than four feet in width. Many pedestrians travel this sidewalk in groups, a natural travel pattern, and the minimal width of this walkway creates a condition wherein pedestrians frequently walk onto this Arterial Highway to pass each other. The project proposes to widen the sidewalk to 8 feet width. This will allow a safe path of travel for bi-directional movement of pedestrians walking in groups, create a safe route to school, eliminate pedestrian/motor vehicle conflict points and meet community needs.



Part B: Narrative Questions

Question #4

QUESTION #4

PUBLIC PARTICIPATION and PLANNING (0-10 POINTS)

A. Describe the community based public participation process that culminated in the project

Include discussions of: What was the process to prepare for existing and future needs of users of this project? Who was engaged in the public participation and planning process? How will stakeholders continue to be engaged in the implementation of the project?

(Max of 1000 words)

Words Remaining: 891

The City Council of the City of Laguna Hills has identified this project as a high priority need and has invested local funding to support the project. The project has been discussed at public meetings. The project has the support of the Saddleback Valley Unified School District as evidenced by the attached series of letters dating from 2014, 2016 and most recently in 2018. This project is also supported by the Orange County Sheriff's Department per their letter. Many school parents have contacted the City and have requested this project be implemented. The multiple discussions before the City Council and all support letters are in the attached document.

Attach any applicable Public Participation & Planning documents:



Part B: Narrative Questions

Question #5

QUESTION #5**SCOPE AND PLAN CONSISTENCY (0 - 2 points)**

A. The application, scope and plans are consistent with one another: (2 points max)

The scope and plans are consistent with one another including:

- Improvement location(s)
- Improvement elements(s)



Part B: Narrative Questions

Question #6

USE OF CALIFORNIA CONSERVATION CORPS (CCC) OR CERTIFIED COMMUNITY CONSERVATION CORPS (0 to -5 POINTS)

- ☐ Applicant has not coordinated with both corps, or Tribal Corps (if applicable) (-5 points)
- ☐ Applicant contacted the corps; but does not intend to partner with any corps (-5 points)

Step 1: The applicant must submit the following information via email concurrently to both the CCC AND Certified Community Conservation Corps at least 5 days prior to application submittal to Caltrans. The CCC and Certified Community Conservation Corps will respond within five (5) business days from receipt of the information.

- Project Title
- Project Description
- Detailed Estimate
- Project Schedule
- Project Map
- Preliminary Plan

Click on the following links for the California Conservation Corps and Certified Community Conservation Corps Representative ATP contact information:

<http://www.ccc.ca.gov/work/programs/ATP/Pages/ATP%20home.aspx>

<http://calocalcorps.org/active-transportation-program/>

The applicant must also attach any email correspondence from the CCC and Certified Community Conservation Corps or Tribal Corps (if applicable) to the application verifying communication/participation. Failure to attach their email responses will result in a loss of 5 points.

Attach submittal email, response email and any attachment(s) from the CCC:

Attach submittal email, response email and any attachment(s) from the Certified Community Conservation Corps:

Attach submittal email, response email and any attachment(s) from the Tribal Corps (If applicable):

Step 2: The applicant has coordinated with the CCC AND with the Certified Community Conservation Corps, or the Tribal Corps and determined the following: (check appropriate box)

- ☐ Applicant intends to utilize the CCC, Certified Community Conservation Corps, or the Tribal Corps on the following items listed below. (0 points) (Max of 100 Words)
- ☐ No corps can participate in the project. (0 points)
- ☐ At the time that the application was submitted, the applicant had not received a response from the following corps: (0 points)
- ☐ the CCC ☐ the Certified Community Conservation Corps ☐ the Tribal Corps (if applicable)



Part B: Narrative Questions

Question #7

QUESTION #7

APPLICANT'S PERFORMANCE ON PAST ATP FUNDED PROJECTS (0 to -10 points)

For CTC use only.



Part C: Application Attachments

Applicants must ensure all data in this part of the application is fully consistent with the other parts of the application. See the Application Instructions and Guidance document for more information and requirements related to Part C.

List of Application Attachments

The following attachment names and order must be maintained for all applications. Depending on the Project Type (I, NI or Plans some attachments will be intentionally left blank. All non-blank attachments must be identified in hard-copy applications using “tabs” with appropriate letter designations

Application Signature Page (Required for all applications)	Attachment
Engineer's Checklist (Required for Infrastructure & Combo Projects)	Attachment
Project Location Map (Required for all applications)	Attachment
Location Map La Paz Sidewalk SRTS.pdf	
Project Map/Plans showing existing and proposed conditions (Required for all Infrastructure Projects; Optional for 'Non-Infrastructure' and 'Plan' Projects)	Attachment
Photos of Existing Conditions (Required for all applications)	Attachment
Project Estimate (Required for all Infrastructure Projects)	Attachment
Non-Infrastructure Work Plan (Form 22-R) (Required for all projects with Non-Infrastructure Elements)	Attachment
Plan Scope of Work (Form 22-PLAN) (Required for all Plan Projects)	Attachment
Letters of Support (10 maximum) (Required or recommended for all projects as designated in the instructions) (All letters must be scanned into one document.)	Attachment
Exhibit 22-F State Funding	Attachment
Exhibit 22-F La Paz Sidewalk.pdf	
Additional Attachments (Additional attachments may be included. They should be organized in a way that allows application reviews easy identification and review of the information.) (All additional attachments must be scanned into one document.)	Attachment

NO FEE



201585001133 1:03 pm 11/23/15

329 SC3 Z01

0.00 50.00 0.00 0.00 0.00 0.00 0.00 0.00

NOTICE^{of} EXEMPTION

TO: Orange County Clerk Recorder
County of Orange
P. O. Box 238
Santa Ana, CA 92702

FROM: City of Laguna Hills
Planning Department
24035 El Toro Road
Laguna Hills, CA 92653

Project Title: City of Laguna Hills – La Paz Sidewalk Widening
Project Location - Specific: La Paz Road between Paseo de Valencia & Champlain Road, Laguna Hills, CA 92653.
Project Applicant: City of Laguna Hills
Applicant Address: 24035 El Toro Road, Laguna Hills, CA 92653
Attn: Ken Rosenfield, Public Services Director (949) 707-2680

Description of nature, purpose, and beneficiaries of project: The proposed project is the widening of the La Paz Road right-of-way to accommodate the construction of +/- 1,300 lineal feet of sidewalk in the vicinity of Valencia Elementary School. In the vicinity of the proposed project, La Paz Road consists of four foot sidewalks on either side of the right-of-way, two travel lanes in each direction, left-turn pockets, median islands, and bicycle lanes.

The project will widen the La Paz Road right-of-way from the current condition of +/- 86 feet wide to a proposed width of up to +/- 94 feet to increase the width of sidewalks from four feet to eight feet. Approximately 300 feet of the La Paz Road right-of-way would be widened to +/- 94 feet where widening occurs on both sides of La Paz Road, while approximately 1,000 feet of the La Paz Road right-of-way would be widened to +/- 90 feet where widening is only proposed on one side of the right-of-way.

To effectuate the widening, the project will include the purchase, or acquisition through eminent domain, of up to a five foot strip of land from five separate single-family property owners of existing private properties totaling +/-500 lineal feet of property and +/- 2,500 square feet of land area (an average of approximately 500 square feet of land area per single-family residential parcel). The remaining +/- 800 lineal feet required for the widening would be acquired from the Saddleback Valley Unified School District (SVUSD) should the SVUSD agree to the property acquisition.

On the private residential properties, the widening could result in the demolition and reconstruction of existing private fences, irrigation lines, and the partial or complete removal and reconstruction of existing retaining walls. Existing ornamental landscaping would also be removed. On SVUSD's property, an existing landscaped slope would be altered which would result in the relocation of existing irrigation lines, removal of approximately 3,200 square feet of landscaping, and the construction of up to a +/- four foot high retaining wall. Miscellaneous traffic and utility signage would also be relocated. Temporary Construction Easements (TCE) of approximately five feet in width will also be acquired to accommodate the construction. The TCE's will extinguish upon completion of construction and all property under the TCE's will be restored.

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Attachment: Notice of Exemption - La Paz Rd Sidewalk 23Nov2015 (1624 : La Paz Road Southerly Sidewalk ATP Grant Application)

With the proposed purchase/ acquisition of property that is contemplated as part of the project, the City will issue lot line adjustments or certificates of compliance to property owners whose properties are affected by the City's land purchase/ acquisition activities.

Name of Public Agency approving the project: City of Laguna Hills
Address: 24035 El Toro Road, Laguna Hills, CA 92653 – Attention Ken Rosenfield

Exempt Status: (Check One)

FILED

A. ☐ Ministerial project. (Section 15073, State Guidelines)

NOV 23 2015

B. ☐ Not a project. (Section 15071(a) State Guidelines)

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BY: UM DEPUTY

C. ☐ Emergency project. (Section 15071(b) and (c) State Guidelines)

D. ☒ Categorical Exemption. State type and class number:

Section 15301, Class 1, "Existing Facilities"; Section 15302, Class 2 "Replacement or Reconstruction"; Section 15303, Class 3 "New Construction"; Section 15304, Class 4 "Minor Alterations to Land"; and Section 15305, Class 5, "Minor Alterations in Land Use Limitations".

Reason why project was exempt: The project is comprised of several activities that are exempt from environmental review as indicated by the exemptions above. Under Class 1, Project activities include the demolition of fencing, minor alterations to an existing right-of-way to integrate additional sidewalk area into the functional design of the right-of-way, and the purchase/ acquisition of up to a +/- five foot strip of land (an average of 500 square feet of land) from each of the five single-family residential properties located in the project area (less than one percent of the land area of each residential property involved), and the acquisition of up to a five foot strip of land along a +/- 800 foot long stretch of property owned by the SVUSD (less than one percent of the land area of an existing elementary school) which is presently used as a landscaped slope. The expansion is considered negligible since it does add any capacity to the street to increase the rate, intensity or volume of traffic and is therefore exempt. Under Class 2, Project activities will result in the demolition of existing improvements located in the public right-of-way such as sidewalk, curb and gutter, and the reconstruction of similar improvements to accommodate for widened sidewalks. The demolition and reconstruction of improvements that have substantially the same purpose and capacity as the structure replaced is exempt. Under Class 3, existing accessory structures (existing fences and retaining walls) could be demolished and replaced in substantially the same fashion that currently exist. The reconstruction of improvements that are similar to the existing improvements is exempt. Under Class 4, minor alterations to land will occur to widen and construct improvements in the public right-of-way. Alterations include the establishment of temporary five-foot wide construction easements over existing real property, replacement

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of landscaping, minor trenching and backfilling, and minor alterations to the existing landform to establish the proper grades for the construction of the proposed sidewalks such as cut and fill of up to two feet of soil, the removal and reconstruction of low retaining walls and reconfiguration of existing irrigation lines. The alterations do not require the removal of trees that are considered to be scenic. Trees to be removed as part of the project are considered to be ornamental in nature. Minor alterations to land that do not impact scenic trees are exempt. Lastly, the City will issue lot line adjustments or certificates of compliance to any property affected by the City's contemplated purchase/ acquisition of property. No new parcels will be created and alterations in land use limitations are occurring on property that maintains a slope of less than 20 percent. The project results in a minor alteration in land use where property currently being used for residential purposes is being converted to a public use for an expanded sidewalk, and property currently being used for landscape area is being converted to a public use for an expanded sidewalk. These are minor alterations in land use that are exempt.

Contact person: David Chantarangsu, Community Development Director

Telephone: (949) 707-2670

Project Approval Date: November 23, 2015

Date Submitted for Posting: November 23, 2015

Signature: _____

David Chantarangsu, Community Development Director

FILED

POSTED

NOV 23 2015

NOV 23 2015

HUGH NGUYEN, CLERK-RECORDER

HUGH NGUYEN, CLERK-RECORDER

BY: _____

DEPUTY

BY: _____

DEPU



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018

TO: Mayor and Council Members

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

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

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

SUMMARY:

The State has issued a call for projects for the Active Transportation Program (ATP) Cycle 4 Grant Applications for a variety of pedestrian, bicycle, safe routes to school and similar transportation projects. The ATP applications are due at the end of July and require City Council concurrence for submittal of the application. Staff proposes to submit an application under a combination of programs to close the gap of off-street trails in the La Paz Open Space area from Paseo de Valencia to Alameda Avenue. The project consists of an off-street Class 1 Bike Trail and parallel Walking/Hiking Trail over 6000 feet in length. The funding application seeks 100% funding for planning, feasibility studies, environmental clearance, design and construction of this project. If funded, the planning and environmental phase would begin in Fiscal Year 2019/2020 with an expectation of the start of construction in Fiscal Year 2022/2023. Approval of the application and authorization to sign the application is recommended.

BACKGROUND:

The State has issued a call for projects for the Active Transportation Program (ATP)

La Paz Road Trails ATP Cycle 4

July 10, 2018

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Cycle 4 Grant Applications for a variety of pedestrian, bicycle, safe routes to school and similar transportation projects. Staff has reviewed the City's Bicycle and Trails system and identified the gap in trails on the northerly side of La Paz Road from Paseo de Valencia to Alameda Avenue as a priority project. There exists a City Class 1 off-street Bicycle Trail and Walking/Hiking Trail on the northerly side of La Paz Road in the Open Space from Alameda Avenue to Moulton Parkway that then passes under Moulton Parkway and joins a County Regional Trail System. There is a need to extend this trail system for other users' access easterly to Paseo de Valencia consistent with the City's Bicycle and Trails Master Plan.

Staff has prepared an Active Transportation Program Cycle 4 Grant Application for the off-street La Paz Class I Bike Trail and Walking/Hiking Trail along the northerly side of La Paz Road from Paseo de Valencia to Alameda Avenue under a combination of ATP funding programs. This project will provide connectivity between Valencia Elementary School, Commercial/Retail Centers, Medical Offices and OCTA Transit facilities by eliminating barriers to mobility along the selected route and providing a Safe Route to School.

The proposed project is approximately 6,000 feet in length and will consist of parallel trails for the Class 1 Bike Trail and for the Walking/Hiking Trail within the La Paz Open Space. The project, due to the natural terrain, will necessarily require grading and retaining walls to construct. No right of way acquisition is required for this project as the City owns the Open Space land. A project concept sketch is attached.

In addition, the Draft ATP Cycle 4 Grant Application is attached. Staff will make minor edits to this application before its submittal deadline of July 30, 2018.

CEQA:

This application does not commit the City, or any other public agency, to any definite course of action. As a result, the City's submission of the application does not qualify as project "approval" for purposes of the California Environmental Quality Act, Public Resources Code Sections 21000 et seq. and Code of Regulations, Title 14, Sections 15000 et seq. ("CEQA"). (Public Resources Code § 21065; CEQA Guidelines § 15378(a); CEQA Guidelines § 15352(a).) Further, as the application involves government fiscal activities that do not involve any specific project, the City's submission of the application does not qualify as a "project" for CEQA purposes. (CEQA Guidelines § 15378(b)(4).) Even if the City's submission of the application were to be considered a project, it would qualify for CEQA's statutory exemption for planning and feasibility studies. (CEQA

La Paz Road Trails ATP Cycle 4

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Guidelines § 15262.) The proposed trail is a proposed future action which has not been approved, adopted, or funded. And, the submission of the application will not have a legally binding effect on later activities. Further, the design of the trail will take environmental factors into account. For these reasons, the submission of the application is statutorily exempt.

FISCAL IMPACT:

The proposed La Paz Open Space Class 1 Bike Trail and Walking/Hiking Trail Project has a total estimated cost of \$9,315,000. The ATP grant application seeks 100% funding for planning, feasibility studies, environmental clearance, plans, specifications and estimates and construction of this project. This project is included in the future time frame in the Capital Improvement Program (CIP) Budget. If grant funds are provided, then the CIP Budget will require amending for work to begin in Fiscal Year 2019/2020.

ATTACHMENTS:

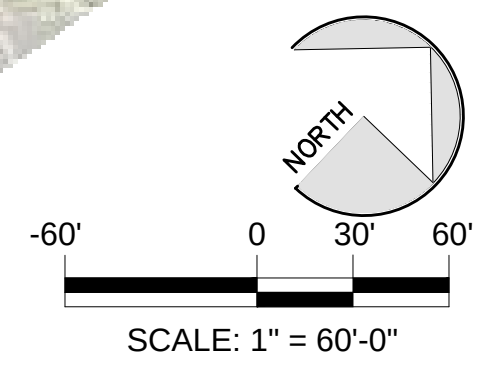
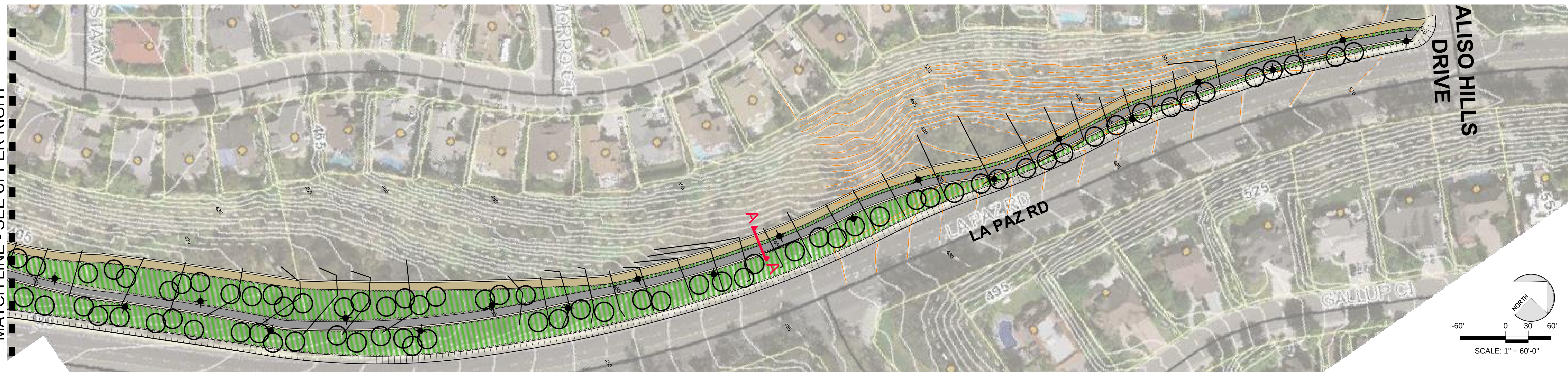
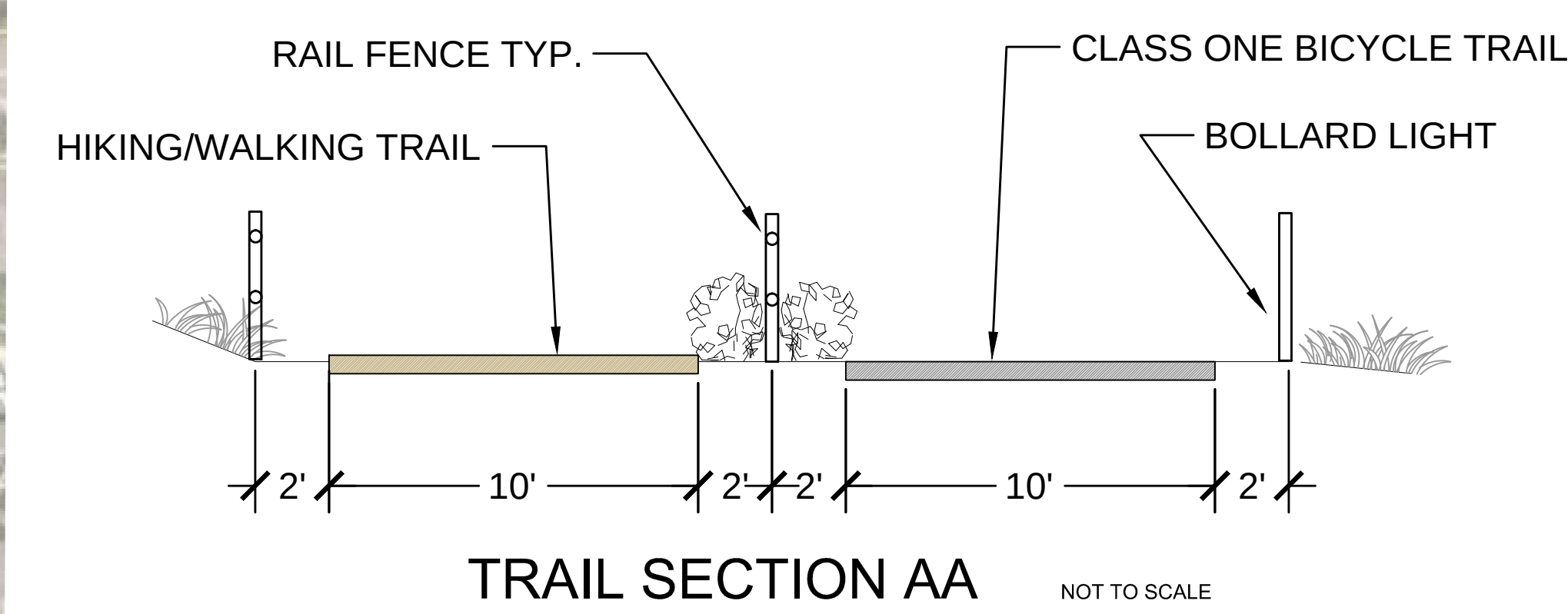
- La Paz Trails Concept Plan
- Draft La Paz Trail ATP Application



LA PAZ OPEN SPACE TRAIL FROM ALISO HILLS DR. TO PASEO DE VALENCIA

CITY OF LAGUNA HILLS

PRELIMINARY CONCEPT



LA PAZ OPEN SPACE TRAIL FROM ALAMEDA AVE. TO ALISO HILLS DR.

PRELIMINARY CONCEPT

CITY OF LAGUNA HILLS



ACTIVE TRANSPORTATION PROGRAM

IMPLEMENTING AGENCY: Laguna Hills

PROJECT TYPE: Infrastructure - Large



PROJECT APPLICATION NO.: 12-Laguna Hills-1

PROJECT NAME: La Paz Class 1 Bike & Walking/Hiking Trail Project

PROJECT DESCRIPTION: La Paz Class 1 Bike Trail & Walking/Hiking Trail gap closures project in the Open Space northerly side of La Paz Road

PROJECT LOCATION: Located within the permanent La Paz Open Space Corridor along the northerly side of La Paz Road from Paseo De Valencia to Alameda Avenue.

ATP FUNDED COMPONENTS

Infrastructure				Non-Infrastructure	Plan
PA&ED	PS&E	R/W	CON		
\$ 262	\$ 655	\$ -	\$ 8,398	\$ -	\$ -
FY 19/20	FY 20/21	FY -	FY 21/22	FY -	FY -

PROJECT FUNDING INFORMATION (1,000s)

Total Project \$	Total ATP \$	Total Non-ATP \$	Past ATP \$	Leveraging \$	Non-Participating \$	Future Local \$
9,315	9,315	-	-	-	-	-



APPLICATION INDEX PAGE

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Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)



Part A1: Applicant Information

Implementing Agency: This agency must enter into a Master Agreement with Caltrans and will be financially and contractually responsible for the delivery of the project within all pertinent Federal and State funding requirements, including being responsible and accountable for the use and expenditure of program funds. This agency is responsible for the accuracy of the technical information provided in the application and is required to sign the application.

IMPLEMENTING AGENCY'S NAME:

Laguna Hills

IMPLEMENTING AGENCY'S ADDRESS

24035 El Toro Road

CITY

Laguna Hills

ZIP CODE

CA 92653

IMPLEMENTING AGENCY'S CONTACT PERSON:

Kenneth Rosenfield

CONTACT PERSON'S TITLE:

Assistant City Manager / Public Services Director

CONTACT PERSON'S PHONE NUMBER:

949-707-2655

CONTACT PERSON'S EMAIL ADDRESS :

krosenfield@lagunahillsca.gov

Applicants have the opportunity to insert a project picture, agency seal, or other image on the cover page. If you would like to do this, attach the image (*.jpg, *.bmp, *.png, etc.) by clicking in the box.


MASTER AGREEMENTS (MAs):

Does the Implementing Agency currently have a MA with Caltrans?

☒ Yes ☐ No

Implementing Agency's Federal Caltrans MA number

12-5468

Implementing Agency's State Caltrans MA number

12-5468

* Implementing Agencies that do not currently have a MA with Caltrans, must be able to meet the requirements and enter into an MA with Caltrans prior to funds allocation. The MA approval process can take 6 to 12 months to complete and there is no guarantee the agency will meet the requirements necessary for the State to enter into a MA with the agency. Delays could also result in a failure to meeting the CTC Allocation timeline requirements and the loss of ATP funding.

Project Partnering Agency:

The "Project Partnering Agency" is defined as an agency, other than Implementing Agency, that will assume the responsibilities for the ongoing operations and maintenance of the improved facility. The Implementing Agency must: 1) ensure the Partnering Agency agrees to assume responsibility for the ongoing operations and maintenance of the improved facility, 2) provide documentation of the agreement (e.g., letter of intent) as part of the project application, and 3) ensure a copy of the Memorandum of Understanding or Interagency Agreement between the parties is submitted with the first request for allocation. For these projects, the Project Partnering Agency's information shall be provided below.

Based on the definition above, does this project have a partnering agency?

☐ Yes ☒ No



Part A2: General Project Information

PROJECT NAME: (Max of 10 Words) (To be used in the CTC project list)

Words Remaining: 1

La Paz Class 1 Bike & Walking/Hiking Trail Project

PROJECT / APPLICATION NUMBER: 1

SUMMARY OF PROJECT SCOPE: (Max of 300 Words)

(Summary of the Existing Condition, Project Scope, the Expected Benefits)

Words Remaining: 3

The proposed project, La Paz Road Class 1 Bike Trail & Walking/Hiking Trail Project, will be constructed within a permanent Open Space corridor within the City of Laguna Hills, providing off-road connections for a 1.13 mile distance within a currently inaccessible area in this Open Space Corridor. The proposed improvements are most importantly being constructed to remove school-age children from the curb-adjacent public sidewalk, where multiple vehicle lanes in each direction regularly experience high speed vehicles. Should any child, often in groups of school children headed to or from the immediately adjacent Valencia Elementary School, accidentally step off the sidewalk, they would be at great risk of injury from passing vehicles. In addition, with limited drop-off and pick-up space at the school, this project will allow children a safe passage to and from school without parents driving to and from the school to deliver and pick up children, thus reducing green house gas emissions.

This project will make a major contribution to achieving alternative non-vehicular trails and routes within the City for access to public schools, commercial centers and public recreational areas. As the proposed project will be within a permanently public open space corridor, these improvements will provide recreational area access which could be an alternative to families driving vehicles to local recreation areas for outdoor activities. This project is located about one-half mile from a designated AB1550 low income community.

The project proposes to construct both an off-road Class 1 bicycle trail and an off-road pedestrian/hiking trail within a 1.13 mile segment of the permanent La Paz Open Space Corridor. The project's scope of work includes grading of the dual trail system to achieve trails which rarely have segments with grades over 5% grade, achieving ease of travel for children and adults with physical challenges.

FTIP PROJECT DESCRIPTION: (Max of 180 Characters)

Characters Remaining: 62

La Paz Class 1 Bike Trail & Walking/Hiking Trail gap closures project in the Open Space northerly side of La Paz Road

PROJECT LOCATION: (Max of 180 characters)

Characters Remaining: 43

Located within the permanent La Paz Open Space Corridor along the northerly side of La Paz Road from Paseo De Valencia to Alameda Avenue.

In addition to the Location Description provided, attach a location map to the application. The location map needs to show the project boundaries in relation to the Implementing Agency's boundaries.

Location Map La Paz Trails.pdf

Project Coordinates: (latitude/longitude in decimal format) Lat. 33.591600 N /long. 117.698700 W

Congressional District(s): 0 4 5

State Senate District(s): 0 3 6

State Assembly District(s): 0 7 3

Caltrans District: 12

County: Orange

MPO: SCAG

RTPA: None

Urbanized Zone Area (UZA) Population: Project is located within one of the ten large MPOs

ATP CYCLE 4 APPLICATION FORM

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La Paz Class 1 Bike & Walking/Hiking Trail Project

Past Projects: Within the last 10 years, has there been any previous State or Federal ATP, SRTS, SR2S, BTA or other ped/bike funding awarded for a project(s) that are adjacent to or overlap the limits of project scope of this application?

☐ Yes ☒ No

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)



Part A3: Project Type

PROJECT TYPE: (Use the drop down menu to select.) Infrastructure - Large

Indicate any of the following plans that your agency currently has: (Check all that apply)

☒ Bicycle Plan ☒ Pedestrian Plan ☐ Safe Routes to School Plan ☐ Active Transportation Plan ☐ None

PROJECT SUB-TYPE (check all Project Sub-Types that apply):

☒ **Bicycle Transportation** % of Project 50 %
☒ **Pedestrian Transportation** % of Project 50 %
☒ **Safe Routes to School** (*Also fill out Bicycle and Pedestrian Sub-Type information above*)

For a project to qualify for Safe Routes to School designation, the project must directly increase safety and convenience for public school students to walk and/or bike to school. Safe Routes to Schools infrastructure projects must be located within two miles of public school or within the vicinity of a public school bus stop and the students must be the intended beneficiaries of the project. Other than traffic education and enforcement activities, non-infrastructure projects do not have a location restriction.

Projects with Safe Routes to School elements must fill out "School and Student Details" later in this application.

As a condition of receiving funding, projects with Safe Routes to School Elements must commit to completing additional before and after student surveys as defined in the Caltrans Active Transportation Guidelines (LAPG Chapter 22).

How many schools does the project impact/serve: 1

For each school benefited by the project: 1) Fill in the school and student information; and 2) Include the required attachment information.

School Name: Valencia Elementary School
School Address: 25661 Paseo de Valencia, Laguna Hills CA 92653
District Name: Saddleback Valley USD
District Address: 25631 Peter Hartman Way, Mission Viejo CA 92691
Co.-Dist.-School Code:
School Type: K to 6

Project improvements maximum distance from school 1.2 mile

Total student enrollment:	<u>714</u>
Total # of students that currently walk or bike to school:	<u>245</u>
Approximate # of students living along route proposed for improvement:	<u>350</u>
Projected # of students that will walk/bike to school after the project:	<u>115</u>
Percentage of students eligible for free or reduced meal programs**	<u>20 %</u>

**Refer to the California Department of Education website: <http://www.cde.ca.gov/ds/sd/sd/filesasp>

Attach the following: A) a map which clearly shows: 1) the student enrollment area, 2) the locations and limits of the proposed project improvements; and B) the contact information/person for the school, and a short statement of support combined with the signature of the school official.

ATP CYCLE 4 APPLICATION FORM

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**3.10.b**

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La Paz Class 1 Bike & Walking/Hiking Trail Project

☒ **Trails (Multi-use and Recreational):** *(Also fill out Bicycle and Pedestrian Sub-Type information above)*

Trails Projects constructing multi-purpose trails are generally eligible in the Active Transportation Program. If the applicant believes all or part of their project meets the federal requirements of the Recreational Trails Program they are encouraged to seek a determination from the California Department of Parks and Recreation on the eligibility of their project to complete for this funding. This is optional but recommended because some trails projects may compete better under this funding program. See section 22.7 Recreational Trails Program (RTP) of the Caltrans ATP Chapter for Elements that are only eligible for funding with Recreational Trail Funds.

For all trails projects:

Do you feel a portion of your project is eligible for federal Recreational Trail funding?

☒ Yes ☐ No

If yes, estimate the total project costs that are eligible for the Recreational Trail funding:

If yes, estimate the % of the total project costs that serve "transportation" uses?

100 %

Applicants intending to pursue "Recreational Trails Program funding" **must submit** the required information to the California Department of Parks and Recreation prior to the ATP application submissions deadline. (See the Application Instructions for details)

**Recreational Trail funding can only fund work outside of the roadway Right-of-way.*

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)



Part A4: Project Details

Indicate the project details included in the project/program/plan.

Note: When quantifying the amount of Active Transportation improvements proposed by the project, **do not double-count the improvements** that benefit both Bicyclists and Pedestrians (i.e. new RRFB/Signal should only show as a Pedestrian or Bicycle Improvement).

☒ Bicycle Improvements

What % of the BICYCLE related project cost are going towards closing a "Gap" in infrastructure? 50 %

(As opposed to cost going towards "improving" existing bicycle infrastructure: i.e. Class 2 to Class 4)

New Bike Lanes/Routes:	Class 1: <u>6,000</u> Linear Feet	Class 2: <u>0</u> Linear Feet
	Class 3: <u>0</u> Linear Feet	Class 4: <u>0</u> Linear Feet
Signalized Intersections:	New Bike Boxes: <u>2</u> Number	Timing Improvements: <u>0</u> Number
Un-Signalized Intersections:	New RRFB/Signal: <u>1</u> Number	Crossing-Surface Improvements: <u>0</u> Number
Mid-Block Crossing:	New RRFB/Signal: <u>0</u> Number	Crossing-Surface Improvements: <u>0</u> Number
Lighting:	Intersection: <u>0</u> Number	Roadway Segments: <u>0</u> Linear Feet
Bike Share Program:	New Station: <u>0</u> Number	New Bikes: <u>0</u> Number
Bike Racks/Lockers:	New Racks: <u>0</u> Number	New Secured Lockers: <u>0</u> Number
Other Bicycle Improvements:	#1: <u>Masonry Retaining Wall (1800 LF)</u> #: <u>1</u>	#2: <u></u> #: <u>0</u>

☒ Pedestrian Improvements

What % of the PEDESTRIAN related project cost are going towards closing a "Gap" in infrastructure? 50 %

(As opposed to cost going towards "improving" existing pedestrian infrastructure.)

Sidewalks:	New (4' to 8' wide): <u>6,000</u> Linear Feet	New (over 8' wide): <u>0</u> Linear Feet
	Widen Existing: <u>0</u> Linear Feet	Reconstruct/Enhance Existing: <u>0</u> Linear Feet
	New Barrier Protected (Barrier, parking, functional-planter, etc.): <u>12,000</u> Linear Feet	
ADA Ramp Improvements:	New Ramp (none exist): <u>0</u> Number	Reconstruct Ramp to Standard: <u>0</u> Number
Signalized Intersections:	New Crosswalk: <u>0</u> Number	Enhance Existing Crosswalk: <u>0</u> Number
	Ped-Heads: <u>0</u> Number	Shorten Crossing: <u>0</u> Number
	Timing Improvements: <u>0</u> Number	
Un-Signalized Intersections:	New Traffic Signal: <u>0</u> Number	New Roundabout: <u>0</u> Number
	New RRFB/Signal: <u>0</u> Number	Crossing-Surface Improvements: <u>0</u> Number
	Shorten Crossing: <u>0</u> Number	
Mid-Block Crossing:	New RRFB/Signal: <u>0</u> Number	Crossing-Surface Improvements: <u>0</u> Number
Lighting:	Intersection: <u>0</u> Number	Roadway Segments: <u>0</u> Linear Feet
Pedestrian Amenities:	Benches: <u>4</u> Number	Trash Cans: <u>8</u> Number
	Shade Trees: <u>272</u> Number	Shade Tree Type: <u>Natives</u>
Other Ped Improvements:	#1: <u>Bollard Lights</u> #: <u>61</u>	#2: <u>Drinking Fountain</u> #: <u>1</u>

☒ Multi-use Trail Improvements

Class 1 Trails:	New (8' or less wide): <u>6,000</u> Linear Feet	New (over 8' wide): <u>0</u> Linear Feet
	Widen/Reconstruct Existing: <u>0</u> Linear Feet	
Non-Class 1 Trails:	New: <u>6,000</u> Linear Feet	Widen/Reconstruct Existing: <u>0</u> Linear Feet
Other Trail Improvements:	#1: <u></u> #: <u></u>	#2: <u></u> #: <u>0</u>

☐ Vehicular-Roadway Traffic-Calming Improvements

☐ Non-Infrastructure Components

☐ Plan Type (only intended for Plans)

ATP CYCLE 4 APPLICATION FORM

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**3.10.b**

12-Laguna Hills-1

La Paz Class 1 Bike & Walking/Hiking Trail Project

Right of Way (R/W) Impacts (Check all that apply)

- ☒ Project is 100% within the Implementing Agency's R/W and/or is within their control at the time of this application submittal.
(This includes temporary construction easements)
- ☐ Project will likely require R/W in fee ownership, permanent easements and/or temporary construction easements from private owners and/or will require utility relocations from utility companies outside that implementing agency's governmental control.
- ☐ Project will likely encroach into Caltrans R/W requiring easements, encroachment permits and/or other approvals.
- ☐ Project will likely require R/W, Easements, encroachment and/or approval involving Governmental (excluding Caltrans - as Caltrans impacts are documented above), Environmental, or Railroad owner's property.

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

v1.2

**3.10.b**

12-Laguna Hills-1

La Paz Class 1 Bike & Walking/Hiking Trail Project

Part A5: Project Schedule

- NOTES: 1) Per CTC Guidelines, all project applications must be submitted with the expectation of receiving federal funding and therefore the schedule below must account for the extra time needed for federal project delivery requirements and approvals, including a NEPA environmental clearance and for each CTC allocation there must also be a Notice to Proceed with Federally Reimbursable work.
- 2) Prior to estimating the durations of the project delivery tasks (below), applicants are highly encouraged to review the appropriate chapters of the Local Assistance Procedures Manual and work closely with District Local Assistance Staff.
- 3) The proposed CTC Allocation dates must be between July 1, 2019 and June 30, 2023 to be consistent with the available ATP fun for Cycle 4.

INFRASTRUCTURE PROJECTS:

PA&ED Project Delivery Phase:

Will ATP funds be used in this phase of the project? ☒ Yes ☐ No

Proposed CTC "PA&ED Allocation" Date:

Notice to Proceed with Federally Reimbursable ATP Work:

7/1/2019

8/30/2019

Expected or Past Start Date for PA&ED activities:

9/2/2019

Time to complete the separate CEQA & NEPA studies/approvals:

12

months

(See note #2, above)

Expected or Past Completion Date for the PA&ED Phase:

8/27/2020

* Applications showing the PA&ED phase as complete, must include/attach the signature pages for the CEQA and NEPA documents, which include project descriptions covering the full scope.

PS&E Project Delivery Phase:

Will ATP funds be used in this phase of the project? ☒ Yes ☐ No

Proposed CTC "PS&E Allocation" Date:

10/1/2020

Notice to Proceed with Federally Reimbursable ATP Work:

11/29/2020

Expected or Past Start Date for PS&E activities:

3/1/2021

Time to complete the final Plans, Specification & Estimate:

12

months

Expected or Past Completion Date for the PS&E Phase:

2/24/2022

* Applications showing the PS&E phase as complete, must include/attach the signed & Stamped Title Sheet for the plans and approval page of the specifications.

Right of Way Project Delivery Phase:

Will ATP funds be used in this phase of the project? ☐ Yes ☒ No

Expected or Past Start Date for R/W activities:

Time to complete the R/W Engineering, Acquisition, and Utilities:

months

Expected or Past Completion Date for the R/W Phase:

* PS&E and Right of Way phases can be allocated at the same CTC meeting.

* Applications showing the R/W phase as complete, must include/attach the Caltrans approved R/W Certification.

Construction Project Delivery Phase:

Will ATP funds be used in this phase of the project? ☒ Yes ☐ No

Proposed CTC "CON Allocation" Date:

3/1/2022

Notice to Proceed with Federally Reimbursable ATP Work:

4/30/2022

Expected Start Date for Construction activities:

7/1/2022

Time to complete the Construction activities:

18

months

Expected or Past Completion Date for the CON Phase:

12/22/2023

NON-INFRASTRUCTURE (NI) AND "PLAN" PROJECTS: (This includes combined "I" and "NI" projects)

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)



Will ATP funds be used in this phase of the project? ☐ Yes ☒ No

Expected Start Date for "NI" or "Plan" Construction activities:

Time to complete the CON-Phase activities:

Expected Completion Date for the CON Phase:

months

Proposed Dates for "Before" and "After" Counts (As required by the CTC and Caltrans guidelines):

Expected Date for "Before" counts (Ideally, within 12 months of the beginning of the Construction Activities)

Expected Date for "After" counts (Ideally, at least 6 months after the end of all Construction Activities)

9/25/2019
4/1/2024



Part A6: Project Funding

(1,000s)

Project Phase	Total Project Costs	Total ATP Funding	ATP Allocation Year *	Total Non-ATP Funding **	Non-Participating Funding	"Prior" ATP Funding	Leveraging Funding	Future Loc Identific Funding
PA&ED	262	262	19/20	-	-	-	-	-
PS&E	655	655	20/21	-	-	-	-	-
R/W	-	-		-	-	-	-	-
CON	8,398	8,398	21/22	-	-	-	-	-
NI-CON/ PLAN	-	-		-	-	-	-	-
TOTAL	9,315	9,315		-	-	-	-	-

* The CTC Allocation-Year is calculated based on the information entered into the "Project Schedule" section.

** Applicants must ensure that the "Total Non-ATP Funding" values show in this table match the overall Non-ATP Funding values they enter into Page 2 of the PPR (later in this form)

ATP FUNDING TYPE REQUESTED:

Per the CTC Guidelines, all ATP projects must be eligible to receive federal funding. Most ATP projects will receive federal funding; however, is the intent of the Commission to consolidate the allocation of federal funds to as few projects as practicable. Therefore, the smallest projects may be granted State Funding from the State Highway Account (SHA) for all or part of the project. Agencies with projects under \$1M, especially ones being implemented by agencies who are not familiar with the federal funding process, are encouraged to request State funding.

Do you believe your project warrants receiving state-only funding? ☒ Yes ☐ No

If "Yes", provide a brief explanation. (Max of 50 Words)

Words Remaining: 14

The time frames for this project can be greatly accelerated under State only funding. No aspects of this project needs to rely upon Federal funding. We will accept Federal funding if State funding is not available.

If "Yes", applicants requesting SHA must also attach an ["Exhibit 22-F"](#)

ATP PROJECT PROGRAMMING REQUEST (PPR):

Using the Project Schedule, Project Funding, and General Project information provided, this electronic form has automatically prepared the following PPR pages. Applicants must review the information in the PPR to confirm it matches their expectations.

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

v1.2



3.10.b

12-Laguna Hills-1

La Paz Class 1 Bike & Walking/Hiking Trail Project

Amendment (Existing Project) Y ☐ N ☐						Date: 07/02/18	
District	EA	Project ID		PPNO	MPO ID		Alt Project. ID/prg.
12							ATP
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency			
				Laguna Hills			
				MPO		Element	
				SCAG			
Project Manager/Contact		Phone		E-mail Address			
Kenneth Rosenfield		(949) 707-2655		krosenfield@lagunahillscsca.gov			
Project Title							
La Paz Class 1 Bike & Walking/Hiking Trail Project							
Location (Project Limits), Description (Scope of Work)							
Located within the permanent La Paz Open Space Corridor along the northerly side of La Paz Road from Paseo De Valencia to Alameda Avenue.							
Component		Implementing Agency					
PA&ED		Laguna Hills					
PS&E		Laguna Hills					
Right of Way		Laguna Hills					
Construction		Laguna Hills					
Legislative Districts							
Assembly: , 7, 3		Senate: , 3, 6		Congressional:		, 4, 5	
Project Benefits (If more space is needed, use the Additional Information field on the next page.)							
Purpose and Need							
Category		Outputs/Outcomes			Unit		Total
ADA Improvements: Y ☒ N ☐ Bike/Ped Improvements: Y ☒ N ☐ Reversible Lane Analysis: Y ☐ N ☐							
Inc. Sustainable Communities Strategy Goals: Y ☐ N ☐ Reduces Greenhouse Gas Emissions: Y ☒ N ☐							
Project Milestone					Existing		Proposed
Project Study Report Approved					07/02/18		
Begin Environmental (PA&ED) Phase							09/02/2019
Circulate Draft Environmental Document (Document Type)				ND			03/16/2020
Draft Project Report							
End Environmental Phase (PA&ED Milestone)							08/27/2020
Begin Design (PS&E) Phase							03/01/2021
End Design Phase (Ready to List for Advertisement Milestone)							02/24/2022
Begin Right of Way Phase							
End Right of Way Phase (Right of Way Certification Milestone)							
Begin Construction Phase							07/01/2022
End Construction Phase							12/22/2023
Begin Closeout Phase							02/01/2024
End Closeout Phase (Closeout Report)							06/30/2024

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)



Additional Information		Date:	07/02/1
Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)			

Packet Pg. 202

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

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**3.10.b**

12-Laguna Hills-1

La Paz Class 1 Bike & Walking/Hiking Trail Project

Exhibit 22-G Project Programming Request (PPR)

Date: 07/02/18

Project Information:

Project Title:	La Paz Class 1 Bike & Walking/Hiking Trail Project				
District	County	Route	EA	Project ID	PPNO
12	Orange				

Funding Information:**DO NOT FILL IN ANY SHADED AREAS**

Proposed Total Project Cost (\$1,000s)									Notes:
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	
E&P (PA&ED)	0	0	262	0	0	0	0	262	
PS&E	0	0	0	655	0	0	0	655	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	8,398	0	0	8,398	
TOTAL	0	0	262	655	8,398	0	0	9,315	

ATP Funds Infrastructure Cycle 4									Program Code
Proposed Funding Allocation (\$1,000s)									20.30.720
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	262	0	0	0	0	262	Caltrans
PS&E	0	0	0	655	0	0	0	655	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	8,398	0	0	8,398	
TOTAL	0	0	262	655	8,398	0	0	9,315	

ATP Funds Non-Infrastructure Cycle 4									Program Code
Proposed Funding Allocation (\$1,000s)									20.30.720
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

ATP Funds Plan Cycle 4									Program Code
Proposed Funding Allocation (\$1,000s)									20.30.720
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

ATP Funds Previous Cycle									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

v1.2

**3.10.b**

12-Laguna Hills-1

La Paz Class 1 Bike & Walking/Hiking Trail Project

Exhibit 22-G Project Programming Request (PPR)

Date: 07/02/18

Project Information:

Project Title:	La Paz Class 1 Bike & Walking/Hiking Trail Project				
District	County	Route	EA	Project ID	PPNO
12	Orange				

Summary of Non-ATP Funding*The Non-ATP funding shown on this page must match the values in the Project Funding table.*

Fund No. 2:	Proposed Funding Allocation (\$1,000s)								Program Code
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Laguna Hills
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 3:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 4:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 5:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 6:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 7:									Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	Notes:
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)

ATP CYCLE 4 APPLICATION FORM

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v1.2

**3.10.b**

12-Laguna Hills-1

La Paz Class 1 Bike & Walking/Hiking Trail Project

District	County	Route	EA	Project ID	PPNO	Alt. ID
12	Orange					

SECTION 1 - All Projects

Project Background	Characters Remaining:
--------------------	-----------------------

Programming Change Requested	Characters Remaining:
------------------------------	-----------------------

Reason for Proposed Changed	Characters Remaining:
-----------------------------	-----------------------

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded	Characters Remaining:
---	-----------------------

Other Significant Information	Characters Remaining:
-------------------------------	-----------------------

SECTION 2 - For SB1 Projects Only

Alternative Project Request (Please follow the individual SB1 program guidelines for specific criteria)

SECTION 3 - All Projects**Approvals**

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.*

Name (Print or Type)	Signature	Title	Date
Kenneth Rosenfield		Assistant City Manager / Public Services Director	

Attachments

- 1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
- 2) Project Location Map



Part A7: Screening Criteria

The following Screening Criteria are requirements for applications to be considered for ATP funding. Failure to demonstrate a project meets these criteria will result in the disqualification of the application.

1. Demonstrated fiscal needs of the applicant:

- Is all or part of the project currently (or has it ever been) formally programmed in an RTPA, MPO and/or Caltrans funding program? ☐ Yes ☒ No
- Are any elements of the proposed project directly or indirectly related to the intended improvements of a past or future development or capital improvement project? ☐ Yes ☒ No
- Are adjacent properties undeveloped or under-developed where standard "conditions of development" could be placed on future adjacent redevelopment to construct the proposed project improvements? ☐ Yes ☒ No

2. Consistency with an adopted regional transportation plan:

- Is the project consistent with the relevant adopted regional transportation plan that has been developed and updated pursuant to Government Code Section 65080? ☒ Yes ☐ No

If "Yes", the applicant must provide that portion of Regional Transportation Plan showing that the proposed project is consistent. Attach a copy of ONLY the following elements of the plan: cover page and pages linking the proposed project to the plan. Highlighted and/or mark the attachment to clearly identify the connection.

Note: Projects not providing proof will be disqualified and not be evaluated.

3. Is the Implementing Agency Caltrans?

☐ Yes ☒ No



Part B: Narrative Questions

Question #1

QUESTION #1

DISADVANTAGED COMMUNITIES (0-10 POINTS)

☐ This project does not qualify as a Disadvantaged Community.

A. Map of Project Boundaries, Access and Destination (0 points): Required

Provide a scaled map showing the boundaries of the proposed project/program/plan, the geographic boundaries of the disadvantaged community, and disadvantaged community access point(s) and destinations that the project/program/plan is benefiting.

La Paz Bike Trail AB1550 Low Income Map Laguna Hills.pdf

B. Identification of Disadvantaged Community: (0 points)

Select one of the following 4 options. Must provide information for all Census Tract/Block Group/Place # that the project affects.

- **Median Household Income**
- **CalEnviroScreen**
- **Free or Reduced Priced School Meals** - Applications using this measure must demonstrate how the project benefits the school students in the project area.
- **Other**

Select Option: Other

Other

- Projects located within Federally Recognized Tribal Lands (typically within the boundaries of a Reservation or Rancheria?)

☐ Yes ☒ No

- If a project applicant believes a project benefits a disadvantaged community but the project does not meet the aforementioned criteria due to a lack of accurate Census data or CalEnviroScreen data that represents a small neighborhood or unincorporated area, the applicant must submit for consideration a quantitative assessment to demonstrate that the community's median household income is a below 80% of that state median household income. (Max of 100 Words)

Words Remaining: 28

This project is just over one-half mile from an extensive AB1550 Low Income Community as shown on the map attached in "A." above. The La Paz Class 1 Bike Trail and Walking/Hiking Trails will be available to this community for access to public facilities, business, commercial and medical offices and transit. This will provide a new and inviting recreational trail amenity, as well, increasing physical activity and reducing greenhouse gas emissions.

- **Regional definition:** For the statewide and small urban & rural competitive portions of the Active Transportation Program a regional definition of disadvantaged communities must be adopted as part of a regular 4-year cycle adoption of a Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) by an MPO or RTPA per obligations with Title VI of the Federal Civil Rights Act of 1964. Any regional definition, such as "environmental justice communities" or "communities of concern," must document a robust public outreach process that includes the input of community stakeholders, and be stratified based on severity. Justification for a regional definition, including RTP/SCS adopting actions, public outreach documentation, and severity stratification, must be submitted to the California Transportation Commission (CTC) no later than June 1, 2018. CTC staff will make the final determination of the eligibility of regional definitions by June 29, 2018. (Max of 200 Words)

Words Remaining: 65

C. Direct Benefit: (0 - 4 points)

1. Explain how the project closes a gap, provides connections to, or addresses a deficiency in an active transportation network or meets important community need. (Max of 150 Words)

Words Remaining: 65

This project will create an off-street Class 1 Bike Trail and Walking/Hiking Trails in an otherwise inaccessible open space area for the benefit of community members. This project will close a gap in the off-street bike trail system and multi-use trail system in the City by connecting communities, retail, commercial, school, medical office and transit opportunities together. This project will encourage walking for purpose and recreation and will decrease the use of motor vehicles and will cause a commensurate reduction in greenhouse gas emissions.

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**3.10.b**

12-Laguna Hills-1

La Paz Class 1 Bike & Walking/Hiking Trail Project

2. Explain how the disadvantaged community residents will have physical access to the project.

(Max of 150 Words)

Words Remaining:

3. Illustrate and provide documentation for how the project was requested or supported by the disadvantaged community residents.

(Max of 150 Words)

Words Remaining:

Attach Documentation

D. Project Location: (0 - 2 points)

1. Is your project located within a disadvantaged community? No portion with a DAC

E. Severity: (0 - 4 points)

- a. Auto calculated

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)



Part B: Narrative Questions

Question #2

QUESTION #2

POTENTIAL FOR INCREASED WALKING AND BICYCLING, ESPECIALLY AMONG STUDENTS, INCLUDING THE IDENTIFICATION OF WALKING AND BICYCLING ROUTES TO AND FROM SCHOOLS, TRANSIT FACILITIES, COMMUNITY CENTERS, EMPLOYMENT CENTERS, AND OTHER DESTINATIONS; AND INCLUDING INCREASING AND IMPROVING CONNECTIVITY AND MOBILITY OF NON-MOTORIZED USERS. (0-38 POINTS)

Please provide the following information: (This must be completed to be considered for funding.)

# of Users	Pedestrian	Bicycle	Date of Counts	Mark here if N/A to project
Current	-	-		☐

Safe Routes to School projects: The following information related to the Safe Routes to School Projects data was already entered in p 3 of the application.

School	Total Student Enrollment	Approx. # of Students Living Along School Route Proposed	# of Students Currently Walking/Biking to School
Valencia Elementary School	714	350	245
Total	714	350	245

Document the methodologies used to establish the **current** count data. (Max of 250 Words)

Words Remaining:

- A. Statement of project need.** Describe the issue(s) that this project will address. How will the proposed project benefit the non-motorized users? What is the project's desired outcome and how will the project best deliver that outcome? (0-19 points)

Discuss:

- Lack of connectivity
- The lack of mobility - if applicable - Does the population have limited access to cars, bikes, and transit?
 - Does the project have an unserved or underserved demand?
- The **local** health concerns responses should focus on:
 - Specific local public health concerns, health disparity, and/or conditions in the built and social environment that affect the project community and can be addressed through the proposed project. Please provide detailed relevant answers instead of general descriptions of the health benefits of walking and biking (i.e. "walking and biking increase physical activity").
 - Local public health data demonstrating the above public health concern or health disparity. Data should be at the smallest geography available (state or national data is not sufficient). One potential source is the Healthy Places Index (HPI) (<http://healthyplacesindex.org>)
- For combined I/NI projects: Discuss need for an encouragement, education, and/or enforcement program.

(Max of 1000 Words)

Words Remaining:

- B. Describe how the proposed project will address the active transportation need: (0-19 points)**

1. Close a gap?

☒ Yes ☐ No

No. of gaps: 2 Total length of gap(s) (feet): 6,000

Gap closure = Construction of a missing segment of an existing facility in order to make that facility continuous.

- a. Must provide a map of each gap closure identifying gap and connections.

La Paz Trails gap closures.pdf

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

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**3.10.b**

12-Laguna Hills-1

La Paz Class 1 Bike & Walking/Hiking Trail Project

- b. Describe how the project links or connects, or encourages use of existing routes to transportation-related and community identified destinations where an increase in active transportation modes can be realized, including but not limited to: schools, school facilities, transit facilities, community, social service or medical centers, employment centers, high density or affordable housing, regional, State or national trail system, recreational and visitor destinations or other community identified destinations. *Specific destination must be identified.* (Max of 150 Words)

Words Remaining: **2. Creation of new routes?**☒ Yes ☐ No

New route = Construction of a new facility that did not previously exist for non-motorized users that provides a course or way to get from one place to another.

- a. Must provide a map of the new route location.

- b. Describe the existing route(s) that currently connect the affected transportation related and community identified destinations and why the route(s) are not adequate. (Max of 150 Words)

Words Remaining:

There is a City of Laguna Hills off-street Class 1 Bike Trail and Walking/Hiking Trail on the northerly side of La Paz Road from Alameda Avenue to Moulton Parkway. This then joins a County of Orange extensive trail system continuing in a westerly direction leading to Regional Trails and Parks. The proposed project will connect community, school, commercial/retail, medical office and transit to this system by extending the off-street system 6000 feet further easterly from Alameda Avenue to Paseo de Valencia and also act as a Safe Routes to School access.

- c. Describe how the project links or connects, or encourages use of existing routes to transportation-related and community identified destinations where an increase in active transportation modes can be realized, including but not limited to: schools, school facilities, transit facilities, community, social service or medical centers, employment centers, high density or affordable housing, regional, State or national trail system, recreational and visitor destinations or other community identified destinations. *Specific destination must be identified.* (Max of 150 Words)

Words Remaining:

This project will link County Regional Trails to an existing City off-street Class 1 Bike Trail and Walking/Hiking Trail to a new trail system described in this application. The elimination of this barrier to mobility will provide direct and safe access to Valencia Elementary School, the commercial/retail center at La Paz/Moulton, numerous residential communities along the route, existing OCTA transit stops and to the County of Aliso Creek Park.

3. Removal of barrier to mobility?☒ Yes ☐ No

- a. Type of barrier: If Other, please explain

- b. Must provide a map identifying the barrier location and improvement.

- c. Describe the existing negative effects of barrier to be removed and how the project addresses the existing barrier. (Max of 150 Words)

Words Remaining:

The barrier is the lack of facilities for access to the La Paz open space and destinations existing along La Paz Road including commercial/retail, school, numerous residential communities, medical offices and transit facilities which will all be linked together by this new 6000 feet of trail system serving all users in Laguna Hills.

- d. Describe how the project links or connects, or encourages use of existing routes to transportation-related and community identified destinations where an increase in active transportation modes can be realized, including but not limited to: schools, school facilities, transit facilities, community, social service or medical centers, employment centers, high density or affordable housing, regional, State or national trail system, recreational and visitor destinations or other community identified destinations. *Specific destination must be identified.* (Max of 150 Words)

Words Remaining: **4. Other improvements to existing routes?**☐ Yes ☒ No



Part B: Narrative Questions

Question #3

QUESTION #3

POTENTIAL FOR REDUCING THE NUMBER AND/OR RATE OF PEDESTRIAN AND BICYCLIST FATALITIES AND INJURIES, INCLUDING THE IDENTIFICATION OF SAFETY HAZARDS FOR PEDESTRIANS AND BICYCLISTS. (0-20 POINTS)

- A. Describe the project location's history of pedestrian and bicycle collisions resulting in fatalities and injuries to non-motorized users, which this project will mitigate. (10 points max)

Applicants are encouraged to use the new UC Berkeley SafeTREC TIMS tool which was specifically designed for the ATP to produce these documents in an efficient manner. Applicants with access to alternative collision data tools and training can utilize their choice of methods/tools. Applicants must respond to question 1 or 2, and have the option to respond to both.

1. For applications using the TIMS ATP tool, attach the following:
 - a. **Collision Heat-map of the area surrounding the project limits - demonstrating the relative collision history of the project limits in relation to the overall jurisdiction/community's collision history**
 - b. **Project Area Collision Map - identifying the past crash locations within the project limits**
 - c. **Collision Summaries and collision lists/reports - demonstrating collision trends, collision types, and collision details**
 - d. **For a Combined INI project - If the INI project area is different than the infrastructure portion, the applicant may attach N related heat-maps, etc in Attachment J**

Combine the various maps/summaries into one PDF file and attach it in the field below.

TIMS La Paz Trails 06-29-2018.pdf

2. Applications that do not have the collision data above OR that prefer to provide additional collision data and/or safety in a different format can provide this data below. (Examples include: Collision Rates, Community Observations, surveys, etc.)

The data and corresponding methodologies can be included in written/text form and/or via a separate attachment in the field below.

(Max of 200 Words) (optional)

Words Remaining:

Data and methodologies Attachment (optional)

3. From the project-area collision summaries/data provided in questions 1 and/or 2, enter the total reported pedestrian and/or bicycle collisions using the most recent 5 to 11 years of available data:

How many years of collision data were used in the Heat Maps and collision summaries:

# of Crashes	Pedestrian	Bicycle	Total	Average Per Year
Fatalities	0	2	2	0.22
Injuries	34	39	73	8.11
Total	34	41	75	8.33

ATP CYCLE 4 APPLICATION FORM

LAPG 22-U (NEW 05/2018)

v1.2

**3.10.b**

12-Laguna Hills-1

La Paz Class 1 Bike & Walking/Hiking Trail Project

4. Referencing project's heat-maps, collision map and collision summaries provided in above, discuss the extent to which the proposed project limits represents one of the agency's top priorities for addressing ongoing safety and discuss how the proposed safety improvements correspond to the types and locations of the past collisions. (e.g. sidewalks, bike lanes, lighting, bulb-outs, signals/barriers, etc.)

For Projects with Non-Infrastructure elements (Combined I/NI projects):

As appropriate, describe how the NI program elements:

- educates bicyclists, pedestrians, and/or drivers about safety hazards for pedestrians and bicyclists; and
- encourages safe behavior, including through enforcement.

(Max of 700 Words)

Words Remaining: **600**

The area heat maps reveal a significant and repetitive occurrence of bicycle and pedestrian accidents in the general area of the project. While no accidents were noted at the specific project site, the concentration of elementary school-aged pedestrians in this area presents a potential for bicycle and pedestrian accidents to occur. Given the barriers to mobility at the project location, it has been observed that high speed vehicles are likely impacting access choices by pedestrians and bicyclists. Providing a continuous off-street Class 1 Bike Trail and Walking/Hiking Trail will reduce the potential for bicycle or pedestrian accidents in this area.

B. Safety Countermeasures (10 points max)

Describe how the project improvements will remedy (one or more) potential safety hazards that contribute to pedestrian and/or bicyclist injuries or fatalities. Referencing the information you provided in Part A, demonstrate how the proposed countermeasures directly address the underlying factors that are contributing to the occurrence of pedestrian and/or bicyclist collisions.

1. Reduces speed or volume of motor vehicles in the proximity of non-motorized users? ☐ Yes ☒ N
2. Improves sight distance and visibility between motorized and non-motorized users? ☐ Yes ☒ N
3. Eliminates potential conflict points between motorized and non-motorized users, including creating physical separation between motorized and non-motorized users? ☒ Yes ☐ N

- a. Current conflict point description: (Max of 100 Words)

Words Remaining: **52**

Bicyclists will have a new option to avoid the use of an on-street Class 2 bike lane in favor of a physically separated off-street Class 1 Bike Trail and pedestrians will be able to avoid a street adjacent sidewalk in favor of an off-street physically separated walking/hiking trail.

- b. Improvement that addresses conflict point: (Max of 100 Words)

Words Remaining: **92**

Creates an off-street trail system for all users.

4. Improves compliance with local traffic laws for both motorized and non-motorized users? ☐ Yes ☒ N
5. Addresses inadequate vehicular traffic control devices? ☐ Yes ☒ N
6. Addresses inadequate or unsafe bicycle facilities, trails, crosswalks and/or sidewalks? ☒ Yes ☐ N

- a. List bicycle facilities, trails, crosswalks and/or sidewalks that are inadequate: (Max of 100 Words)

Words Remaining: **52**

Bicyclists will have a new option to avoid the use of an on-street Class 2 bike lane in favor of a physically separated off-street Class 1 Bike Trail and pedestrians will be able to avoid a street adjacent sidewalk in favor of an off-street physically separated walking/hiking trail.

- b. How are they inadequate? (Max of 100 Words)

Words Remaining: **69**

Bicyclists on on-street Class 2 Bike Lanes are subject to interaction with high speed vehicles and the pedestrians on a street adjacent sidewalk are subject to interaction with high speed vehicles.

- c. How does the project address the inadequacies? (Max of 100 Words)

Words Remaining: **92**

Creates an off-street trail system for all users.

7. Eliminates or reduces behaviors that lead to collisions involving non-motorized users? ☐ Yes ☒ N

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)



Part B: Narrative Questions

Question #4

QUESTION #4

PUBLIC PARTICIPATION and PLANNING (0-10 POINTS)

Describe the community based public participation process that culminated in the project.

- A. What is/was the process of defining future policies, goals, investments and designs to prepare for future needs of users of this project? How did the applicant analyze the wide range of alternatives and impacts on the transportation system to influence beneficial outcomes? (3 points max) (Max of 200 words)**

Words Remaining:

- B. Who: Describe who was/will be engaged in the identification and development of this project and how they were engaged. Describe and provide documentation of the type, extent, and duration of outreach and engagement conducted to relevant stakeholders. (3 points max) (Max of 150 words)**

Words Remaining:

- C. What: Describe the feedback received during the stakeholder engagement process and describe how the public participation and planning process has improved the project's overall effectiveness at meeting the purpose and goals of the ATP. (2 points max) (Max of 200 words)**

Words Remaining:

- D. Describe how stakeholders will continue to be engaged in the implementation of the project. (1 point max) (Max of 150 words)**

Words Remaining:

- E. Is this project specifically listed in an approved Transportation Plan? (1 point max) (Max of 50 words)**

Words Remaining:

Attach the applicable plan page with the project highlight:

Attach any applicable Public Participation & Planning documents:



Part B: Narrative Questions

Question #5

CONTEXT SENSITIVE BIKEWAYS/WALKWAYS and INNOVATIVE PROJECT ELEMENTS (0-5 POINTS)

A. How are the "recognized best" solutions employed in this project appropriate to maximize user comfort and for the local community context?

As you address this question consider the following:

- The posted speed limits and actual speed
- The existing and future motorized and non-motorized traffic volume
- The widths for each facility
- The adjacent land use, and
- How the project is advancing a low(er) stress environment on each facility or a low stress network
 - What is the current stress level? (low, medium, or high?)
 - If the stress level is medium or high, is the project going beyond minimum design standards to maximize potential users of all ages and abilities?

(Max of 500 words)

Words Remaining:

B. Innovative Project Elements

Does this project propose any solutions that are new to their region? Were any innovative elements considered, but not selected? Explain why they were not selected. (Max of 500 words)

Words Remaining:



Part B: Narrative Questions

Question #6

TRANSFORMATIVE PROJECTS (0-5 POINTS)

A. Describe how your project will transform the non-motorized environment? (Max of 500 words)

Words Remaining:

B. Describe how other new or proposed funded projects or policies in the vicinity of this project will attribute to the transformative nature of this project?

As you address this question consider items like the following:

- Transit
- Land Use
- Overall non-motorized network

For projects please attach one of the following:

- The meeting minutes voting to fund the project, or
- The approved environmental document,
- Other important documentation demonstrating the transformation

(Max of 500 words)

Words Remaining:



Part B: Narrative Questions

Question #7

COST EFFECTIVENESS (0-5 POINTS)

A project's cost effectiveness is considered to be the relative costs of the project in comparison to the project's benefits as defined by the purpose and goals of the ATP. This includes the consideration of the safety and mobility benefit in relation to both the total project cost and the funds provided.

Explain why this project is the best use of State Resources. (5 points max.) (Max of 250 words)

Words Remaining:



Part B: Narrative Questions

Question #8

LEVERAGING FUNDS (0-5 POINTS)

A. The application funding plan will show all federal, state and local funding for the project: (5 points max)

Based on the project funding information provided earlier in the application (Part 6: Project Funding), the following Leveraging amounts are designated for this project. If these numbers do not match the applicant's expectations, the numbers shown earlier need to be revised.

Non-ATP funding can only be considered "Leveraging" funding if it goes towards ATP eligible costs. If the project includes ineligible costs, the application must confirm the leveraging funding shown below does not include the non-ATP funds for ineligible items.

PA&ED Phase Project Delivery Costs:

Leveraging Funding: \$0

Designate the Funding Type: _____

PS&E Phase Project Delivery Costs:

Leveraging Funding: \$0

Designate the Funding Type: _____

Right of Way Phase Project Delivery Costs:

Leveraging Funding: \$0

Designate the Funding Type: _____

Construction Phase Project Delivery Costs:

Leveraging Funding: \$0

Designate the Funding Type: _____

Projects with NON-INFRASTRUCTURE (NI) elements:

Leveraging Funding: \$0

Designate the Funding Type: _____

OVERALL TOTALS FOR PROJECT/APPLICATION:

Total Project Costs: \$9,315

Leveraging Funding: \$0

% of Total Project 0.00 %

Total Points received for "leveraging funding": (Auto-calculated)

1 Point	At least 1% to 5% of total project cost
2 Points	More than 5% to less than 10% of total project cost
3 Points	At least 10% to 15% of total project cost
4 Points	More than 15% to 20% of the project cost
5 Points	More than 20% of the total project cost

Optional: If desired, clarifications can be added to explain the leveraging funding and its intended use on the ATP project.

(Max of 100 Words)

Words Remaining:



Part B: Narrative Questions

Question #9

QUESTION #9

SCOPE AND PLAN CONSISTENCY (0 - 2 points)

A. The application, scope and plans are consistent with one another: (2 points max)

The scope and plans are consistent with one another including:

- Improvement location(s)
- Improvement elements(s)



Part B: Narrative Questions

Question #10

USE OF CALIFORNIA CONSERVATION CORPS (CCC) OR CERTIFIED COMMUNITY CONSERVATION CORPS (0-5 POINTS)

- For project "Plan" types, this section is not required. -

- ☐ Applicant has not coordinated with both corps, or Tribal Corps (if applicable) (-5 points)
- ☐ Applicant contacted the corps; but does not intend to partner with any corps (-5 points)

Step 1: The applicant must submit the following information via email concurrently to both the CCC AND Certified Community Conservation Corps at least 5 days prior to application submittal to Caltrans. The CCC and Certified Community Conservation Corps will respond within five (5) business days from receipt of the information.

- Project Title
- Project Description
- Detailed Estimate
- Project Schedule
- Project Map
- Preliminary Plan

Click on the following links for the California Conservation Corps and Certified Community Conservation Corps Representative ATP contact information:

<http://www.ccc.ca.gov/work/programs/ATP/Pages/ATP%20home.aspx>

<http://callocalcorps.org/active-transportation-program/>

The applicant must also attach any email correspondence from the CCC and Certified Community Conservation Corps or Tribal Corps (if applicable) to the application verifying communication/participation. Failure to attach their email responses will result in a loss of 5 points.

Attach submittal email, response email and any attachment(s) from the CCC:

Attach submittal email, response email and any attachment(s) from the Certified Community Conservation Corps:

Attach submittal email, response email and any attachment(s) from the Tribal Corps (If applicable):

Step 2: The applicant has coordinated with the CCC AND with the Certified Community Conservation Corps, or the Tribal Corps and determined the following: (check appropriate box)

- ☐ Applicant intends to utilize the CCC, Certified Community Conservation Corps, or the Tribal Corps on the following items listed below. (0 points) (Max of 100 Words)
- ☐ No corps can participate in the project. (0 points)
- ☐ At the time that the application was submitted, the applicant had not received a response from the following corps: (0 points)
- ☐ the CCC ☐ the Certified Community Conservation Corps ☐ the Tribal Corps (if applicable)

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)



Part B: Narrative Questions

Question #11

APPLICANT'S PERFORMANCE ON PAST ATP FUNDED PROJECTS (0 to -10 points)

For CTC use only.



Part C: Application Attachments

Applicants must ensure all data in this part of the application is fully consistent with the other parts of the application. See the Application Instructions and Guidance document for more information and requirements related to Part C.

List of Application Attachments

The following attachment names and order must be maintained for all applications. Depending on the Project Type (I, NI or Plans some attachments will be intentionally left blank. All non-blank attachments must be identified in hard-copy applications using “tabs” with appropriate letter designations

Application Signature Page (Required for all applications)	Attachment
Engineer's Checklist (Required for Infrastructure & Combo Projects)	Attachment
Project Location Map (Required for all applications)	Attachment
Location Map La Paz Trails.pdf	
Project Map/Plans showing existing and proposed conditions (Required for all Infrastructure Projects; Optional for 'Non-Infrastructure' and 'Plan' Projects)	Attachment
Photos of Existing Conditions (Required for all applications)	Attachment
Project Estimate (Required for all Infrastructure Projects)	Attachment
Non-Infrastructure Work Plan (Form 22-R) (Required for all projects with Non-Infrastructure Elements)	Attachment
Plan Scope of Work (Form 22-PLAN) (Required for all Plan Projects)	Attachment
Letters of Support (10 maximum) (Required or recommended for all projects as designated in the instructions) (All letters must be scanned into one document.)	Attachment
Exhibit 22-F State Funding	Attachment
Additional Attachments (Additional attachments may be included. They should be organized in a way that allows application reviews easy identification and review of the information.) (All additional attachments must be scanned into one document.)	Attachment

Attachment: Draft La Paz Trail ATP Application (1625 : La Paz Road Trails ATP Cycle 4)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018

TO: Mayor and Council Members

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

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

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

SUMMARY:

On March 22, 2016, the City Council and Planning Agency jointly adopted Resolution No. PA2016-03-22-1, which approved a series of entitlements for the redevelopment of the Laguna Hills Mall known as the Five Lagunas Project (Project). These approvals include Vesting Tentative Tract Map No. 18036 (VTTM), (previously mislabeled as VTTM No. 18035) which contemplates a 16-lot residential and commercial subdivision. The Project Conditions of Approval authorize the applicant to record up to three (3) separate phased final maps in substantial accordance with the VTTM. On March 28, 2017, the property owner, Merlone Geier Management, LLC, the property owner and subdivider under the VTTM, (the "Applicant") submitted an application with the City for the first phased final map. On February 27, 2018, the City Council and Planning Agency jointly adopted Resolution No. PA2018-02-27-1 approving a one-year extension of the life of the VTTM, to March 22, 2019, to allow the applicant additional time to complete plan check process for the first phased final map.

Approval of Final Map Tract No. 18115

July 10, 2018

Page 2

The plan check process for the first phased final map has now been satisfactorily completed, and Final Tract Map No. 18115, a portion of Vesting Tentative Tract No. 18036, has been submitted for approval. This first phased final map includes 11 numbered lots and two lettered lots, consisting of 44.326 acres, a portion of the entire 66.18 acre property covered by the VTTM. This Final Map is consistent with the VTTM and the required Conditions of Approval, and all fees due to date have been paid. The Assistant City Manager/Public Services Director, acting in his capacity as the City Engineer, is prepared to sign the map, and the approval of the map by the City Council will lead to recordation of the map with the Orange County Clerk-Recorder's Office. Pursuant to Government Code Section 66452.6(a), approval of the Final Map will, by operation of law, automatically extend the life of the remaining portion of the VTTM by 36 months. Staff recommends approval of Final Tract Map No. 18115.

BACKGROUND:

The Five Lagunas Project is the proposed development improvement to the "Laguna Hills Mall" property located southerly of El Toro Road and easterly of Avenida de la Carlota. The Planning Agency and City Council approved the Project on March 22, 2016, at a joint public hearing. The Project authorizes the redevelopment of the Laguna Hills Mall as a mixed-use town center contemplated by the Urban Village Specific Plan, including 616,013 square feet of retail use, 115,354 of restaurant use, a 109,070 square foot cinema, a 40,102 square foot health club, 45,890 square feet of flex retail/medical office space, and 988 residential units. The VTTM was one of the entitlements that the City Council approved for the Project pursuant to Resolution No. PA2016-03-22-2, which also approved a Site Development Permit, Master Sign Program, Conditional Use Permit, Parking Use Permit, and Precise Plan (No. 2-15-3114).

The VTTM provides for the subdivision of the 66.18 acre Project site into 16 numbered lots and various lettered lots. The VTTM depicts a "Phase 1 area" consisting of the commercial/retail development and a "Phase 2 area" consisting of the residential development. Project Condition of Approval No. 98 authorizes the property owner to record up to three (3) separate phased final maps that are in substantial accordance with the approved VTTM.

On March 28, 2017, the property owner, Merlone Geier Management, LLC, the property owner and subdivider under the VTTM, (the "Applicant"), submitted an application with the City for the first phased final map, Final Tract Map No. 18155, and a lengthy plan check process through the City and the County of Orange began. At the property

Approval of Final Map Tract No. 18115

July 10, 2018

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owner's timely request, on February 27, 2018, the City Council and Planning Agency jointly adopted Resolution No. PA2018-02-27-1 approving a one-year discretionary extension of the life of the VTTM, to March 22, 2019, to allow additional time for the property owner to complete the plan check process.

Final Tract Map No. 18115 covers a 44.326 acre portion of the 66.18 acre site subject to the VTTM, and includes Lots 3 through 14 and two lettered lots covering the Phase 1 area depicted on the VTTM. A copy of Final Tract Map No. 18115 is attached.

The VTTM number and all Final Map numbers are issued by the County of Orange Surveyors Office. It is noted for the record that the VTTM for this project has been processed by Staff and approved by the City Council and Planning Agency, as described above, under a map number of VTTM No. 18035. However, that number was listed in error. The Engineer of Record, Psomas, has identified that their office utilized the wrong number due to a clerical error (misabeled); the correct number is VTTM No. 18036. This number error does not change any material matters associated with previous processing and approvals of this project. Attached is the July 5, 2018, email correspondence from David Martin of Psomas indicating the numbering error and a copy of the April 18, 2018, map check letter for the County of Orange Surveyors Office directing the Vesting Tentative Map Number be changed to 18036 (please see note 7 in that letter). Henceforth, all references to the VTTM will be to VTTM No. 18036.

The plan check process for Final Tract Map No. 18115 has been satisfactorily completed, those Conditions of Approval required to be satisfied prior to approval of a final map have been satisfied, all fees due to date have been paid, and the City Engineer has determined that the Final Map is in substantial compliance with the VTTM. The Conditions of Approval having been met for consideration of this Final Map approval include the previous approval by the City Council, on April 11, 2017, of a Subdivision Improvement Agreement for the Five Lagunas project, including Faithful Performance, Payment, Warranty and Monumentation Bonds, for specified work and the dedication of the required right of way along Avenida de la Carlota. The Final Map does not include any offers of dedication and no acceptance is therefore required.

Pursuant to Government Code Section 66452.6(a), approval of the Final Map will, by operation of law, automatically extend the life of the remaining portion of the VTTM by an additional 36 months, or to March 22, 2022. Approval of this Final Map by the City Council is a ministerial action, not discretionary. The applicant is entitled to acceptance and approval of the final map provided the final map is in substantial compliance with a

Approval of Final Map Tract No. 18115

July 10, 2018

Page 4

properly approved tentative map, and the applicant has satisfied the relevant conditions of approval attached to the tentative map. (Government Code Section 66474.1) State law does not permit the imposition of any new or altered conditions of approval in connection with final map approval. City Staff has confirmed that all legal prerequisites necessary for approval of Final Tract Map No. 18115 have occurred. Accordingly, Staff recommends that the City Council approve the first phased final map for the Project identified as Final Tract Map No. 18115.

ATTACHMENTS:

- Final Tract Map No. 18115
- July 5, 2018 David Martin - Psomas Email - VTTM number Change
- April 18 2018 Orange County Surveyor Map Check Letter - Change VTTM Number

SHEET 1 OF 25 SHEETS

NUMBER OF LOTS
11 NUMBERED LOTS
2 LETTERED LOTS
AREA
44.328 ACRES GROSS
DATE OF SURVEY
NOVEMBER 2016
BEING A PORTION OF VESTING
TENTATIVE TRACT NO. 18036

TRACT NO. 18115

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

BEING A SUBDIVISION OF PORTIONS OF PARCELS 1, 2, 3, 5, 7, 8 AND ALL
OF PARCEL 6 AS SHOWN ON A MAP FILED IN BOOK 74, PAGES 4 THROUGH
10 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF ORANGE COUNTY, CALIFORNIA.

ROBERT C. OLSON

PLS 5490

PSOMAS

ACCEPTED AND FILED AT THE
REQUEST OF:

FIRST AMERICAN TITLE CO.

DATE _____

TIME _____ FEE \$ _____

INSTRUMENT No. _____

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.

MGP FUND X LAGUNA HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: MERLONE GEIER X, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: BRADLEY A. GEIER
CHAIRMAN

NAME: BRADLEY A. GEIER

TITLE: CHAIRMAN

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY
OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND
NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California }
COUNTY OF San Diego } SS

ON June 7, 2018 BEFORE ME, Barbara A. Davies, NOTARY PUBLIC,
PERSONALLY APPEARED Bradley A. Geier

AND _____, 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/they EXECUTED
THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY THEIR SIGNATURES 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:

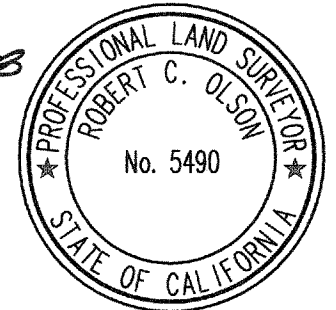
SIGNATURE Barbara A. Davies
NOTARY PUBLIC IN AND FOR SAID STATE
Barbara A. Davies
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS

IN San Diego COUNTY.MY COMMISSION EXPIRES 4/28/22MY COMMISSION NUMBER 2236526SURVEYOR'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 REQUEST
OF MERLONE GEIER MANAGEMENT, LLC IN NOVEMBER, 2016. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE
CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90
DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE
SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE
CONDITIONALLY APPROVED TENTATIVE MAP.

Robert C. Olson 6.06.2018
ROBERT C. OLSON, PLS 5490 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 AND THE MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE
COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, 2018.

KENNETH ROSENFELD, CITY ENGINEER
OF CITY OF LAGUNA HILLS
R.C.E. No. 33496
EXPIRATION DATE: 06/30/20__

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 _____, 2018.

KEVIN R. HILLS, COUNTY SURVEYOR
P.L.S. 6617

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402

CITY CLERK'S CERTIFICATE:

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

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 _____, 2018,
AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE
SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 2018.

MELISSA AU-YEUNG
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 _____, 2018.

SHARI L. FREIDENRICH
COUNTY TREASURER – TAX COLLECTOR

BY: _____
TREASURER – TAX COLLECTOR

SEE SHEET 2 FOR SIGNATURE OMISSIONS

Attachment: Final Tract Map No. 18115 (1622 : Approval of Final Map Tract No. 18115)

SHEET 2 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

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

ROBERT C. OLSON

PLS 5490

PSOMAS

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(c) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- FIRST WESTERN BANK AND TRUST COMPANY, A CORPORATION, WHO ACQUIRED TITLE AS FIRST NATIONAL BANK IN SANTA ANA, HOLDER OF MINERAL RIGHTS, RECORDED DECEMBER 4, 1961 IN BOOK 5931, PAGE 586 AND RECORDED DECEMBER 11, 1961 IN BOOK 5939, PAGE 534, BOTH OF OFFICIAL RECORDS.
- ROSSMOOR CORPORATION, A CORPORATION, HOLDER OF MINERAL RIGHTS, RECORDED JUNE 14, 1972 IN BOOK 10171, PAGE 601 OF OFFICIAL RECORDS.

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i–viii) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- THE CITY OF LAGUNA HILLS, A CALIFORNIA MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR DRAINAGE AND SANITARY SEWER BY DOCUMENT RECORDED JULY 3, 1963 AS TRACT NO. 5061 IN BOOK 183, PAGES 4 THROUGH 8, OF MISCELLANEOUS MAPS; HOLDER OF AN EASEMENT FOR LANDSCAPING BY DOCUMENT RECORDED AUGUST 18, 2006 AS INSTRUMENT NO. 2006000554766 OF OFFICIAL RECORDS; HOLDER OF AN EASEMENT FOR LANDSCAPING AND INCIDENTAL PURPOSES BY DOCUMENT RECORDED DECEMBER 5, 2017 AS INSTRUMENT NO. 2017000522350 OF OFFICIAL RECORDS; HOLDER OF AN EASEMENT FOR STREET WIDENING, ROAD RIGHT OF WAY, STREETScape IMPROVEMENTS, AND INCIDENTAL PURPOSES BY DOCUMENT RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349638 AND INSTRUMENT NO. 2017000349639 OF OFFICIAL RECORDS; HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS BY DOCUMENT RECORDED SEPTEMBER 19, 1967 IN BOOK 8378, PAGE 171 OF OFFICIAL RECORDS.
- ROSSMOOR CORPORATION, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR UTILITIES BY DOCUMENT RECORDED FEBRUARY 28, 1964 IN BOOK 6944, PAGE 449 OF OFFICIAL RECORDS.
- SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES BY DOCUMENT RECORDED SEPTEMBER 16, 1964 IN BOOK 7221, PAGE 727, OF OFFICIAL RECORDS AND FEBRUARY 24, 1965 IN BOOK 7423, PAGE 957 OF OFFICIAL RECORDS. PORTION QUITCLAIMED IN DOCUMENT RECORDED NOVEMBER 29, 1971 IN BOOK 9905, PAGE 162, O.R.
- ROSSMOOR SANITATION, INC., A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PIPE LINES BY DOCUMENT RECORDED JUNE 14, 1965 IN BOOK 7555, PAGE 16 OF OFFICIAL RECORDS; HOLDER OF AN EASEMENT FOR SANITARY SEWER PIPE LINES BY DOCUMENT RECORDED: NOVEMBER 26, 1969 IN BOOK 9148, PAGE 179; BY DOCUMENT RECORDED DECEMBER 4, 1975 IN BOOK 11586, PAGE 817, ALL OF OFFICIAL RECORDS.
- ROSSMOOR WATER COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PIPE LINES BY DOCUMENT RECORDED AUGUST 13, 1965 IN BOOK 7630, PAGE 541 OF OFFICIAL RECORDS.
- GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS BY DOCUMENT RECORDED SEPTEMBER 11, 1968 IN BOOK 8717, PAGE 812 OF OFFICIAL RECORDS.
- SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES BY DOCUMENTS RECORDED MARCH 10, 1971 IN BOOK 9566, PAGE 948; NOVEMBER 15, 1972 IN BOOK 10427, PAGE 579; MAY 22, 1973 IN BOOK 10708, PAGE 932; MAY 26, 1976 IN BOOK 11750, PAGE 1017; BOOK 11750, PAGE 1020; BOOK 11750, PAGE 1023; BOOK 11750, PAGE 1026; BOOK 11750, PAGE 1029; BOOK 11750, PAGE 1033; JUNE 8, 2016 AS INSTRUMENT NO. 2016000258340; APRIL 12, 2017 AS INSTRUMENT NO. 2017000147471; AND JULY 19, 2017 AS INSTRUMENT NO. 2017000296341, ALL OF OFFICIAL RECORDS.

BOOK 10427, PAGE 579 NOT PLOTTED. INDETERMINATE IN NATURE.
BOOK 10708, PAGE 932 NOT PLOTTED. INDETERMINATE IN NATURE.

- J. C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION AND MACY'S WEST STORES, INC., AN OHIO CORPORATION, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS, UTILITIES AND CONSTRUCTION BY DOCUMENT RECORDED FEBRUARY 29, 1972 IN BOOK 10018, PAGE 325; MODIFIED BY DOCUMENTS RECORDED APRIL 18, 1974 IN BOOK 11122, PAGE 72 AND MODIFICATIONS RECORDED NOVEMBER 17, 1989 AS INSTRUMENT NO. 89–620609; AND IN THE DOCUMENT ENTITLED "AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT" RECORDED FEBRUARY 07, 2017 AS INSTRUMENT NO. 2017000053900; ALL OF OFFICIAL RECORDS.
- NOT PLOTTED. INDETERMINATE IN NATURE.
- SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES BY DOCUMENT RECORDED: MARCH 20, 1973 IN BOOK 10603, PAGE 320 AND MAY 25, 1977 IN BOOK 12211, PAGE 1290; AND OCTOBER 5, 2016 AS INSTRUMENT NO. 2016000485705, ALL OF OFFICIAL RECORDS.
- INSTRUMENT NO. 2016000485705 NOT PLOTTED. INDETERMINATE IN NATURE.
- THE CITY OF LAGUNA HILLS SUCCESSOR IN INTEREST TO THE COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR TRAFFIC SIGNALIZATION SYSTEM BY DOCUMENT RECORDED JANUARY 21, 1974 IN BOOK 11060, PAGE 1142 OF OFFICIAL RECORDS.
 - EL TORO WATER DISTRICT, A PUBLIC CORPORATION, HOLDER OF AN EASEMENT FOR UNDERGROUND UTILITIES BY DOCUMENT RECORDED JANUARY 31, 1986 AS INSTRUMENT NO. 86–045266; SEPTEMBER 11, 1997 AS INSTRUMENT NO. 19970444433; MARCH 26, 1998 AS INSTRUMENT NO. 19980173326; MARCH 26, 1998 AS INSTRUMENT NO. 19980173326; AND NOVEMBER 14, 2007 AS INSTRUMENT NO. 2007000682176, ALL OF OFFICIAL RECORDS.
 - ORANGE COUNTY TRANSIT DISTRICT, A CALIFORNIA PUBLIC TRANSIT DISTRICT, HOLDER OF AN EASEMENT FOR VEHICULAR ACCESS BY DOCUMENT RECORDED NOVEMBER 17, 1989 AS INSTRUMENT NO. 89–620610 OF OFFICIAL RECORDS. BLANKET IN NATURE.
 - EL TORO WATER DISTRICT, PUBLIC CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES BY DOCUMENT RECORDED SEPTEMBER 3, 1996 AS INSTRUMENT NO. 19960448198 OF OFFICIAL RECORDS AND BY QUITCLAIM DEED RECORDED JANUARY 14, 2008 AS INSTRUMENT NO. 2008000019979 OF OFFICIAL RECORDS.
 - EL TORO WATER DISTRICT, PUBLIC CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES BY DOCUMENT RECORDED SEPTEMBER 3, 1996 AS INSTRUMENT NO. 19960448199 OF OFFICIAL RECORDS AND BY QUITCLAIM DEED RECORDED JULY 27, 2010 AS INSTRUMENT NO. 2010000357159 OF OFFICIAL RECORDS.
 - MCP X LH RESIDENTIAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HOLDER OF AN EASEMENT FOR PARKING, ROADWAY AND UTILITIES BY DOCUMENT RECORDED FEBRUARY 7, 2017 AS INSTRUMENT NO. 2017000053899 OF OFFICIAL RECORDS.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S HORIZONTAL CONTROL STATION GPS NO. 7701 AND STATION 7731 BEING NORTH 02°51'32" EAST 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 VI, NAD83 (2007.00 EPOCH).

ALL DISTANCES SHOWN ARE GROUND UNLESS NOTED OTHERWISE. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.999954190 AS DETERMINED BY THE MEAN OF THE COMBINED FACTOR FOR THOSE GPS OBSERVATIONS.

MONUMENTATION AND ESTABLISHMENT NOTES

- FD GEAR S&W "LS 5778" PER CR 2007–0391, FLUSH.
- ESTB BY INTERSECTION. FD GEAR AND WASHER "LS 5301" PER CR 2015–0397, S81°53'02"E 7.79'. FD MAG NAIL, NO REF, S38°38'04"E 0.20'.
- MOST S'LY CORNER OF PARCEL NO. 4, PMB 74/4–10. 1" I.P., LS 3258 NOT FD. ESTAB AT RECORD DISTANCE (515.82') PER PMB 74/4–10 FROM MOST W'LY CORNER OF SAID PARCEL NO. 4.
- FD MAG SPIKE & WASHER "LS 5301" PER CR 2015–0398, FLUSH, N87°34'16"W 0.15' OF CALCULATED BC.
- MOST W'LY CORNER OF PARCEL NO. 7, PMB 74/4–10. 2" I.P., "LS 3258" NOT FD. ESTAB AT RECORD DISTANCE (39.44') PER PMB 74/4–10 FROM EC OF CURVE.
- NOTHING FD. ESTAB FROM REMAINING TIES PER CR 2007–0393. SET S&W, "LS 5490".
- NOTHING FD. ESTAB PER CR 2012–0315. SET S&W, "LS 5490".
- FD. S&W, "LS 5411", FLUSH, PER CR 2007–0757.
- NOTHING FD., NOTHING SET. ESTAB BY TIES PER O.C.S. NOTES A/6–8, PAGE 5619.
- FD OPEN 2" I.P. W/BRASS NAIL, ACCEPTED AS POSITION PER TRACT NO. 6106, MM 232/6–10, DN. 4". SET TAG, "LS 5490".
- FD L&TAG "LS 2955", PER PARCEL MAP 92–207, PMB 281/26–27, FLUSH.
- NW'LY TERMINUS OF CALLE DE LA LOUISA PER PMB 74/4–10. S&W, "LS 3258" NOT FD. ESTAB BY INTERSECTION HOLDING RECORD ANGLE FROM CALLE DE LOUISA, AT RECORD DISTANCE (T=19.21' ON SE'LY PROLONGATION OF THE SOUTHWESTERLY LINE OF RONDA DEL ROSSMOOR PER PARCEL MAP 92–207, PMB 281/26–27) FOR THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF CALLE DE LA PLATA FROM (11) . FD. CONC NAIL, NO REF, S45°01'00"E 0.28' OF SAID INTERSECTION. FITS THE CENTERLINE OF CALLE DE LA LOUISA.
- NOTHING FD. TIES PER CITY OF LAGUNA HILLS TIE SHEET DATED 9/13/99 GONE. SET S & W, "LS 5490". ESTAB BY CALCULATION AS E.C. OF 1,200' RADIUS CURVE.
- FD 2" I.P. W/CONC PLUG NAIL & TAG "LS 3258", PER PMB 74/4–10, DN. 3".
- FD 2" I.P. W/CONC PLUG NAIL & TAG "LS 3258", PER PMB 74/4–10, DN. 6".
- 2" I.P., "LS 3258" PER PMB 74/4–10 NOT FD. ESTAB AT RECORD DISTANCE (1,777.30') PER PMB 74/4–10 FROM EC OF CURVE IN SW'LY LINE OF PARCEL NO. 7, PMB 74/4–10. SET 2" I.P., "LS 5490", FLUSH.
- ESTAB AT RADIAL BEARING AND DISTANCE (40') FROM (15) PER PMB 74/4–10.
- FD 2" I.P. "RCE 10363", PER MM 232/6–10, DN 8".
- FD OPEN 2" I.P. W/CONC PLUG & NAIL, ACCEPTED AS 2" I.P., "RCE 10363", PER MM 232/6–10, DN 8". SET TAG "LS 5490" IN OPEN PIPE.
- FD 1" I.P., NO TAG, FLUSH, ACCEPTED AS 1" I.P., "LS 3258" PER PMB 74/4–10 AS MOST W'LY CORNER OF PARCEL NO. 4, OF SAID PM, FLUSH. SET TAG, "LS 5490".
- FD S&W ILLEGIBLE, FITS TIES PER O.C.S. NOTES A/6–8, PAGE 5616, FLUSH.
- FD L&T "LS 3258" FLUSH, NO REF, ACCEPTED AS POINT ON NE'LY PROLONGATION OF THE SOUTHEASTERLY LINE OF PARCEL NO. 3, PMB 74/4–10, N44°59'00"E 13.67', FLUSH.
- FD 2" I.P. W/CONC PLUG NAIL & TAG, "LS 3258", PER PMB 74/4–10, DN. 3".
- FD S&W ILLEGIBLE, FITS TIES PER O.C.S. NOTES A/6–8, PAGE 5616, FLUSH.
- FD HEX BAR IN O.C.S. MONUMENT WELL PER CR 2007–0083, DN. 20".
- S&W, LS 3258 PER PMB 74/4–10 NOT FD. ESTAB AT RECORD DISTANCE (1853.69') FROM (12) PER PMB 74/4–10 FROM NW'LY TERMINUS. SET S&W, "LS 5490".
- ESTAB BY TIES PER O.C.S. NOTES A/6–8, PAGE 5615. FD MAG NAIL, NO REF, S20°26'17"E 0.12', FLUSH.
- MOST N'LY CORNER PARCEL 1, LLA No. LL 86–73, INSTR. No. 86–571062, O.R. ESTAB AT RECORD ANGLE AND DISTANCE FROM ANGLE POINT IN THE SE'LY LINE OF PARCEL 5, PMB 74/4–10, PER SAID DOCUMENT.
- FD 2" I.P. "LS 3258", PER PMB 74/4–10, FLUSH.
- CURVED CENTER LINE OF EL TORO ROAD ESTAB BY RECORD RADIUS LENGTH PER PMB 74/4–10.
- CURVED CENTER LINE OF PASEO DE VALENCIA ESTAB BY RECORD RADIUS LENGTH PER PMB 74/4–10.
- NOTHING FD. NOTHING SET. ESTAB BY TIES PER CR 2007–0082.
- ANGLE POINT IN THE N'LY LINE OF PARCEL 5, PMB 74/4–10. S&W, "LS 3258" PER PMB 74/4–10 SEARCHED FOR, NOT FD. ESTAB AT RECORD ANGLE AND DISTANCE (387.75') FROM (3) PER PMB 74/4–10.
- L&T, "LS 3258" PER PMB 74/4–10 SEARCHED FOR, NOT FD. ESTAB BY INTERSECTION. FITS RECORD DISTANCE (447.44') PER R1.
- ANGLE POINT IN THE SE'LY LINE OF PARCEL 5, PMB 74/4–10. 1" I.P. & TAG, "LS 3258" PER PMB 74/4–10 SEARCHED FOR, NOT FD. ESTAB BY INTERSECTION.
- NOTHING FD. ESTAB HOLDING RECORD ANGLES AND DISTANCE WESTERLY FROM (17) PER PMB 74/4–10.

MONUMENT LEGEND

- ▲ SET SPIKE & WASHER, "LS 5490", FLUSH.
- SET 2" I.P., "LS 5490", FLUSH.
- SET 1" I.P., "LS 5490", FLUSH.
- FOUND MONUMENT AS NOTED.
- ▲ FOUND O.C.S. HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.
- FD FOUND
ESTAB ESTABLISHED
RAD RADIAL

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SHEET 11–25	EASEMENT DETAILS

SHEET 3 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

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

ROBERT C. OLSON

PLS 5490

PSOMAS

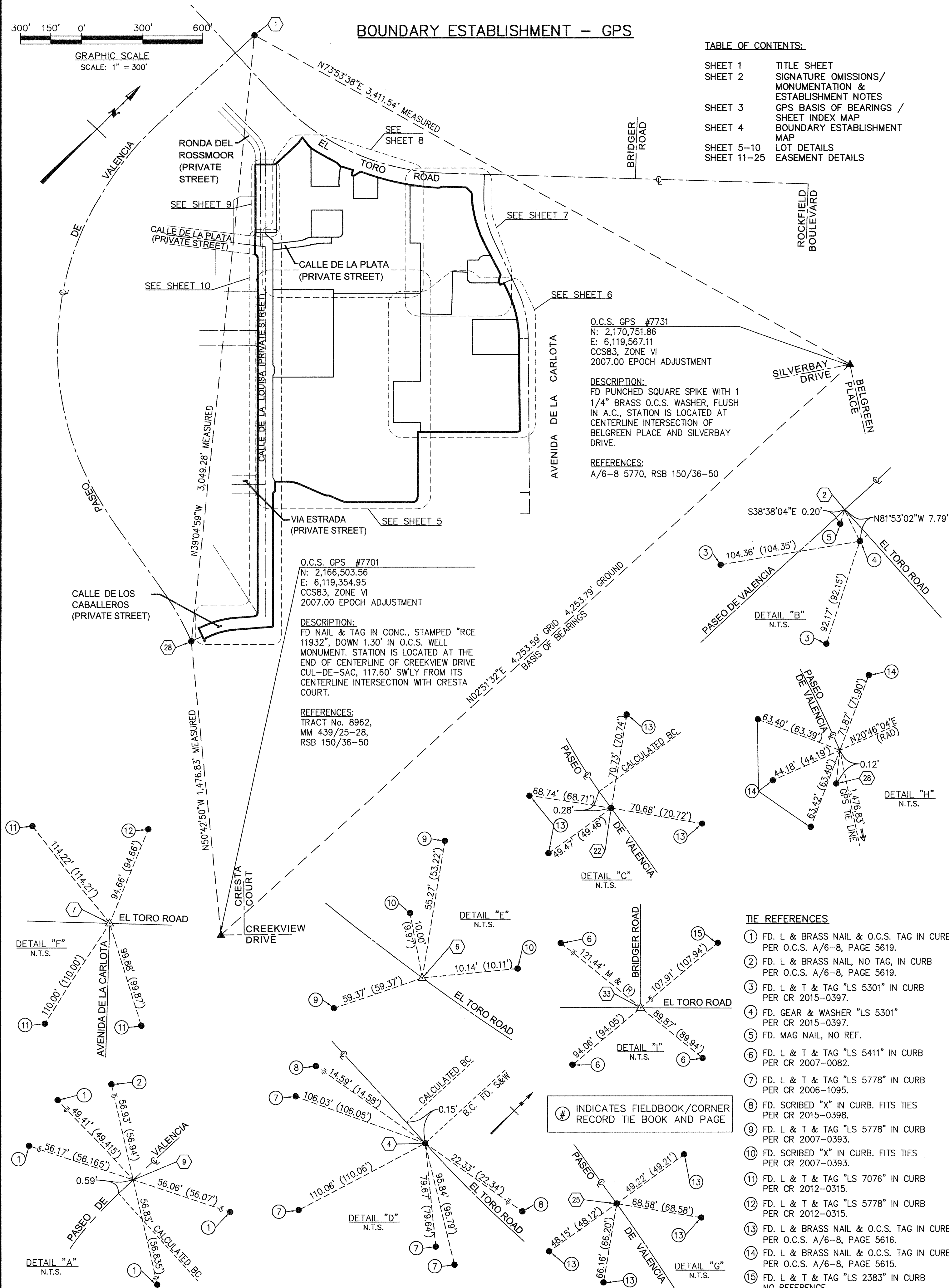
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BOUNDARY ESTABLISHMENT - GPS

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SHEET 11-25	EASEMENT DETAILS



TIE REFERENCES

- FD. L & BRASS NAIL & O.C.S. TAG IN CURB PER O.C.S. A/6-8, PAGE 5619.
- FD. L & BRASS NAIL, NO TAG, IN CURB PER O.C.S. A/6-8, PAGE 5619.
- FD. L & T & TAG "LS 5301" IN CURB PER CR 2015-0397.
- FD. GEAR & WASHER "LS 5301" PER CR 2015-0397.
- FD. MAG NAIL, NO REF.
- FD. L & T & TAG "LS 5411" IN CURB PER CR 2007-0082.
- FD. L & T & TAG "LS 5778" IN CURB PER CR 2006-1095.
- FD. SCRIBED "X" IN CURB. FITS TIES PER CR 2015-0398.
- FD. L & T & TAG "LS 5778" IN CURB PER CR 2007-0393.
- FD. SCRIBED "X" IN CURB. FITS TIES PER CR 2007-0393.
- FD. L & T & TAG "LS 7076" IN CURB PER CR 2012-0315.
- FD. L & T & TAG "LS 5778" IN CURB PER CR 2012-0315.
- FD. L & BRASS NAIL & O.C.S. TAG IN CURB PER O.C.S. A/6-8, PAGE 5616.
- FD. L & BRASS NAIL & O.C.S. TAG IN CURB PER O.C.S. A/6-8, PAGE 5615.
- FD. L & T & TAG "LS 2383" IN CURB NO REFERENCE.

SHEET 5 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

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

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 60'

- SEE SHEET 10 -



- SEE SHEET 8 -

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7

6

- SEE SHEET 7 -

- SEE SHEET 6 -

2
(3.040 AC)1
(13.606 AC)

3

VIA ESTRADA (PRIVATE STREET)

CALLE DE LA LOUISA (PRIVATE STREET)

- SEE SHEET 10 -

SHEET 6 OF 25 SHEETS

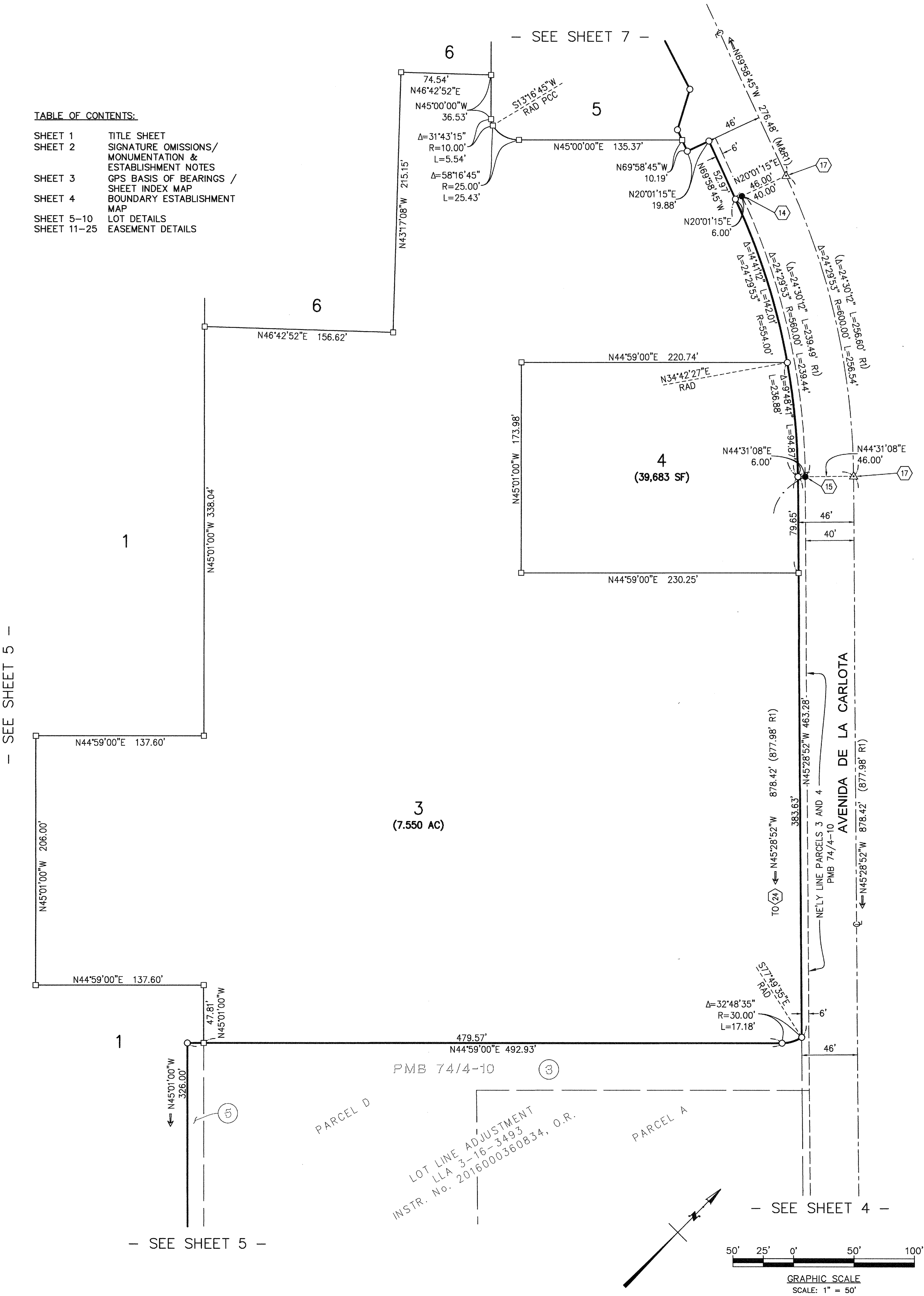
SCALE: 1" = 50'

NUMBER OF LOTS
11 NUMBERED LOTS
2 LETTERED LOTS
AREA
44.328 ACRES GROSS
DATE OF SURVEY
NOVEMBER 2016
BEING A PORTION OF VESTING
TENTATIVE TRACT NO. 18036

TRACT NO. 18115
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA
ROBERT C. OLSON PLS 5490 PSOMAS

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SHEET 7 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

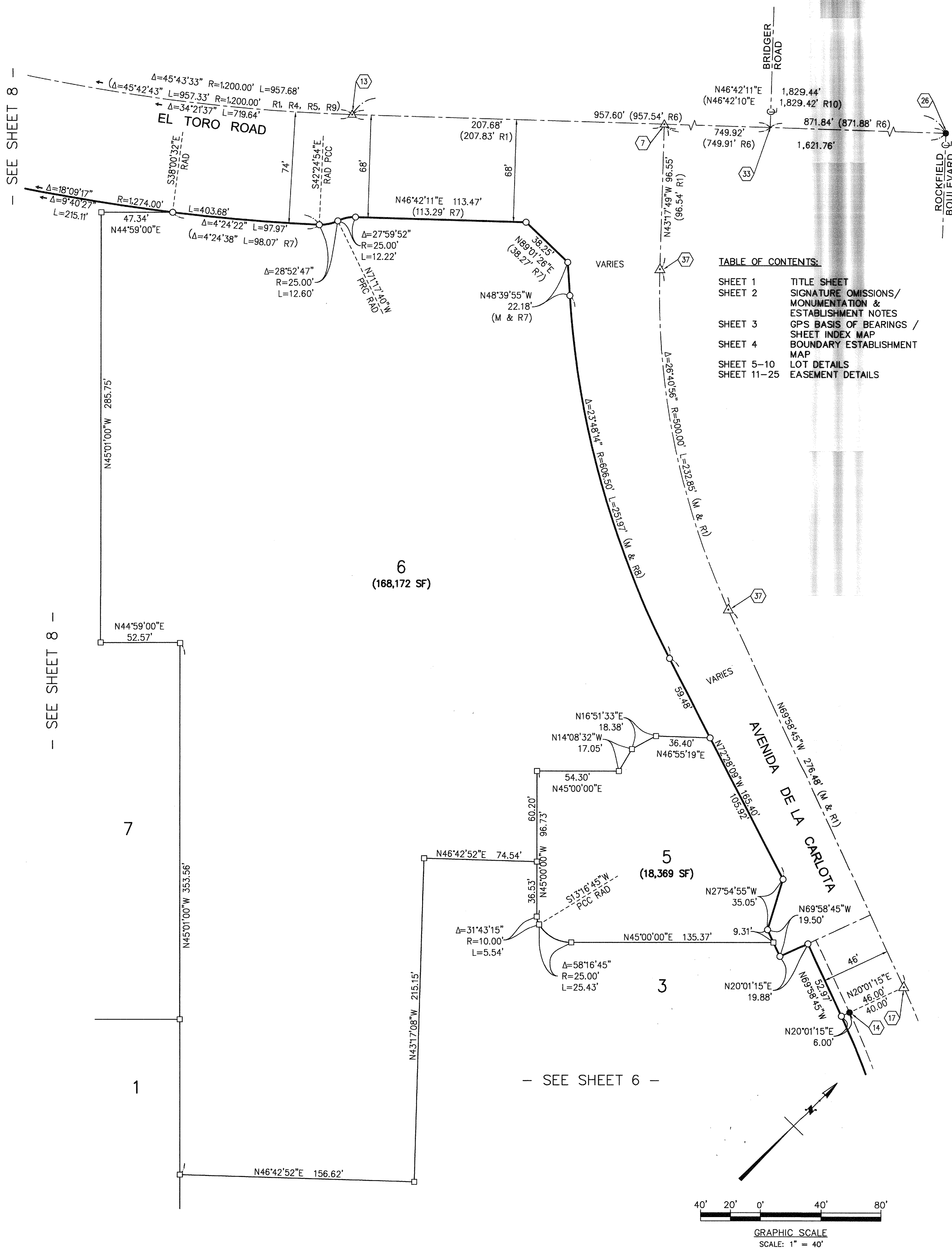
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 40'



SHEET 8 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

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

ROBERT C. OLSON

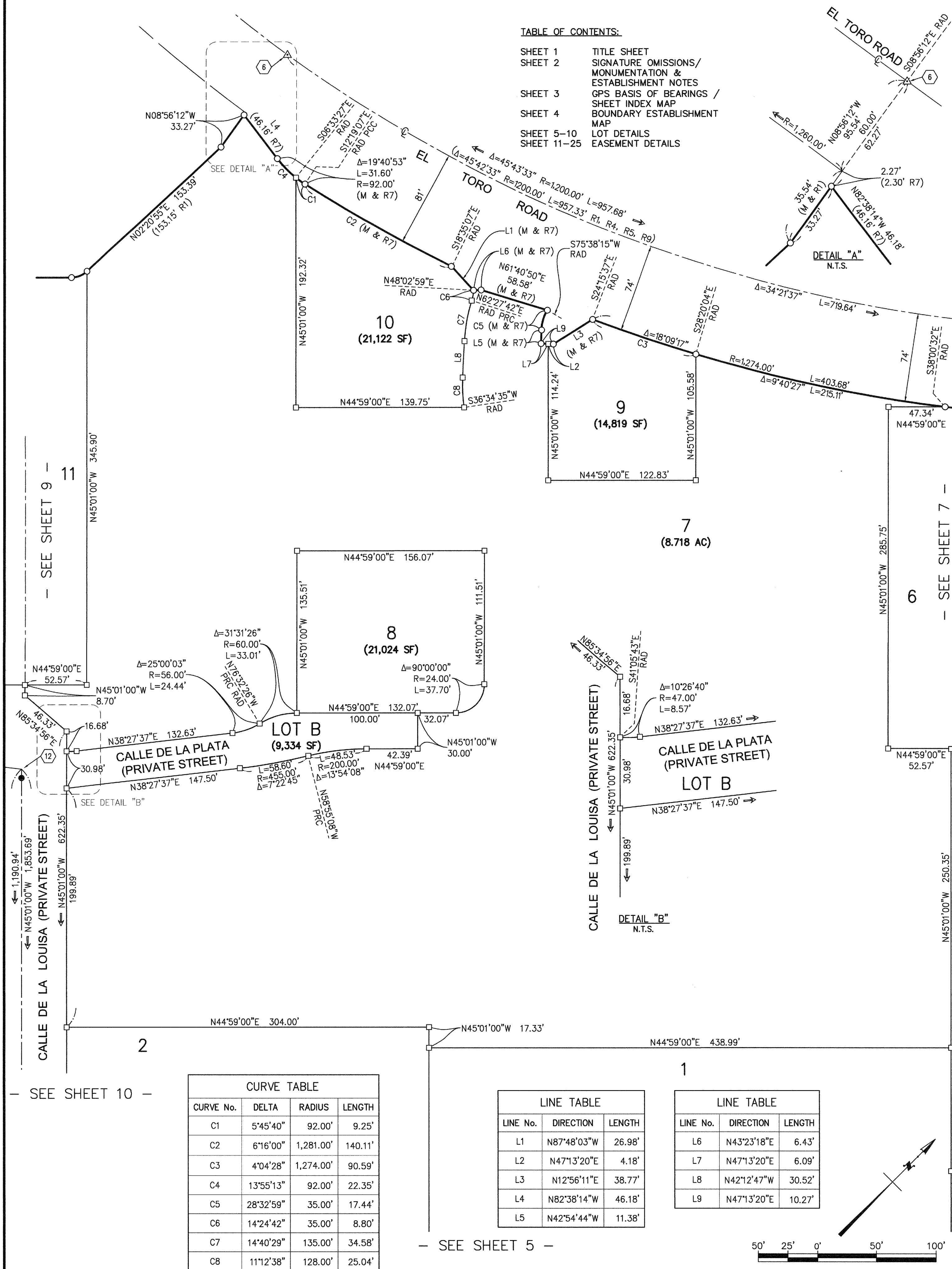
PLS 5490

PSOMAS

SCALE: 1" = 50'

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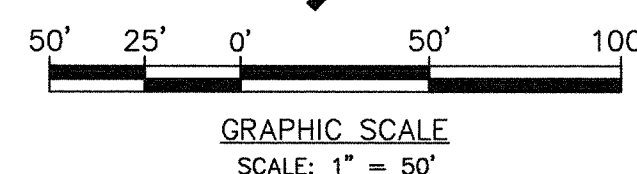
SHEET 1	TITLE SHEET
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CURVE TABLE			
CURVE No.	DELTA	RADIUS	LENGTH
C1	5°45'40"	92.00'	9.25'
C2	6°16'00"	1,281.00'	140.11'
C3	4°04'28"	1,274.00'	90.59'
C4	13°55'13"	92.00'	22.35'
C5	28°32'59"	35.00'	17.44'
C6	14°24'42"	35.00'	8.80'
C7	14°40'29"	135.00'	34.58'
C8	11°12'38"	128.00'	25.04'

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	N87°48'03"W	26.98'
L2	N47°13'20"E	4.18'
L3	N12°56'11"E	38.77'
L4	N82°38'14"W	46.18'
L5	N42°54'44"W	11.38'

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L6	N43°23'18"E	6.43'
L7	N47°13'20"E	6.09'
L8	N42°12'47"W	30.52'
L9	N47°13'20"E	10.27'



SHEET 9 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

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

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 30'

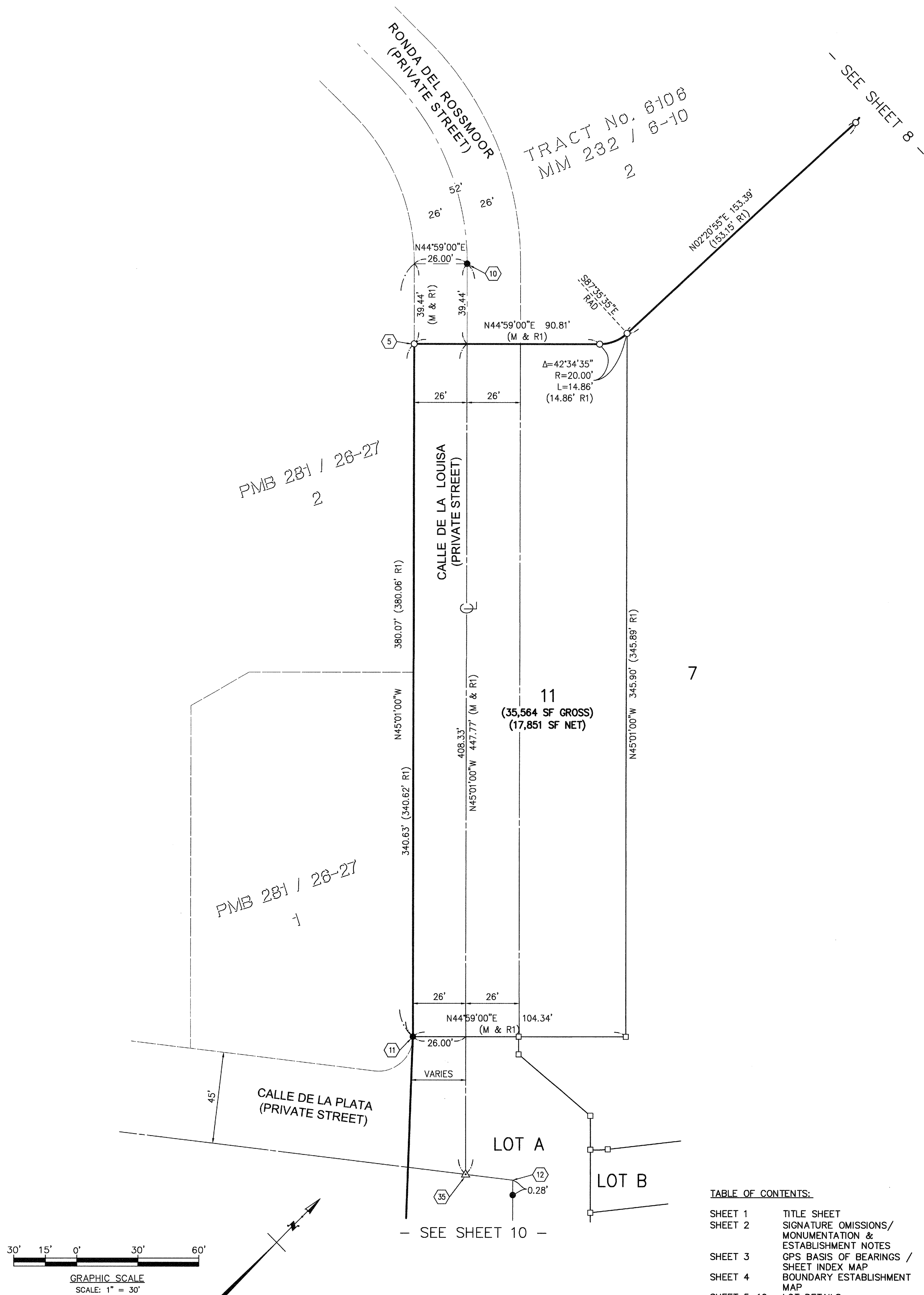


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SHEET 10 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

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

ROBERT C. OLSON

PLS 5490

PSOMAS

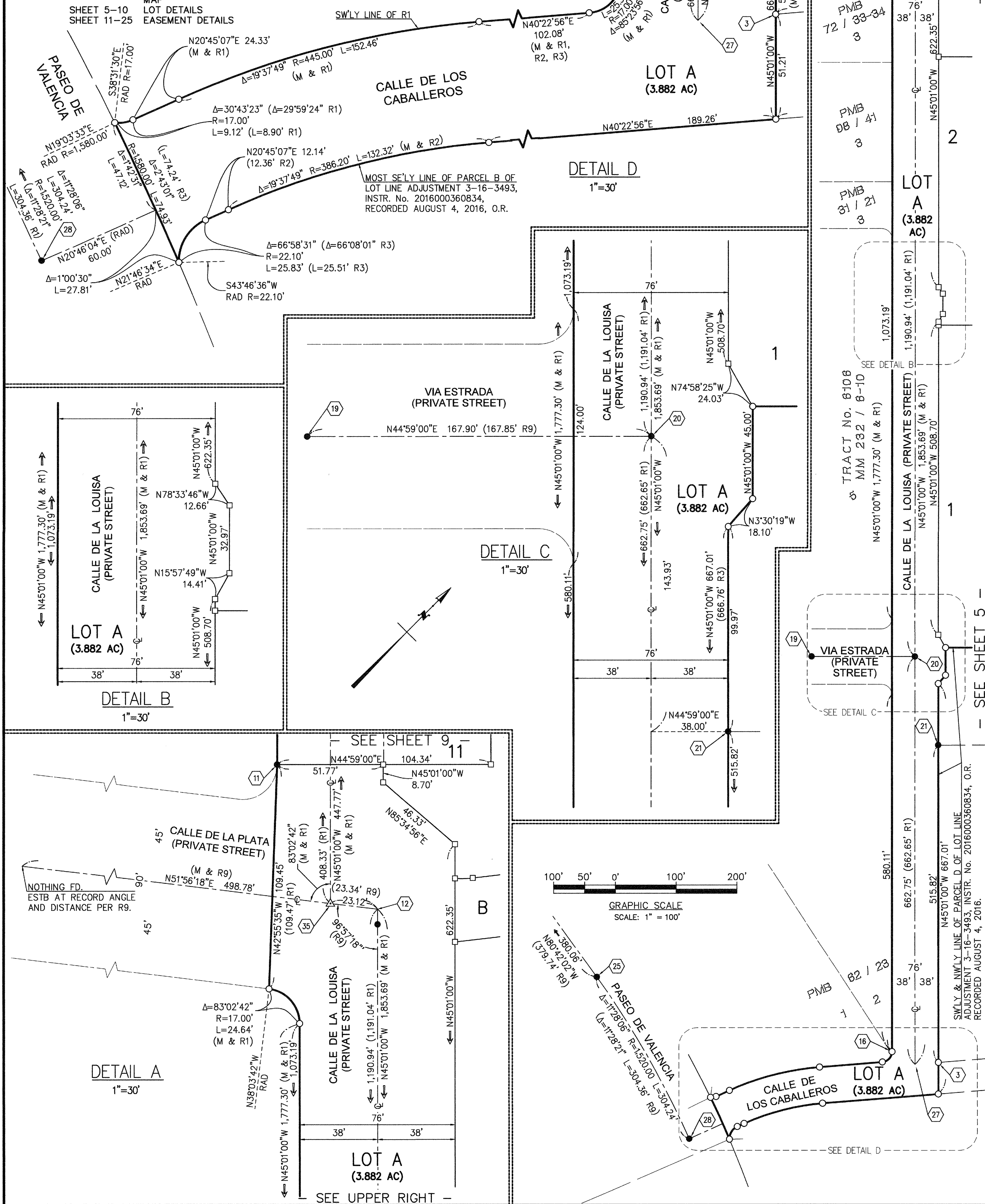
SCALE: 1" = 100'

SCALE: 1" = 30'

- SEE SHEET 9 -

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SHEET 11 OF 25 SHEETS

NUMBER OF LOTS
11 NUMBERED LOTS
2 LETTERED LOTS
AREA
44.328 ACRES GROSS
DATE OF SURVEY
NOVEMBER 2016
BEING A PORTION OF VESTING
TENTATIVE TRACT NO. 18036

TRACT NO. 18115
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON PLS 5490 PSOMAS

EASEMENT NOTES

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EASEMENT FOR DRAINAGE, SANITARY SEWER, AND INCIDENTAL PURPOSES SHOWN OR DEDICATED ON THE MAP OF TRACT NO. 5061 RECORDED JULY 03, 1963 AND ON FILE IN BOOK 183, PAGE 4 THROUGH 8, OF MISCELLANEOUS MAPS.
- 15

EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, A CORPORATION, RECORDED SEPTEMBER 16, 1964 IN BOOK 7221, PAGE 727, O.R., AND PARTIALLY QUITCLAIMED BY DOCUMENT RECORDED FEBRUARY 19, 1965 IN BOOK 7420, PAGE 616, O.R.
- 16

EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, A CORPORATION, RECORDED FEBRUARY 24, 1965 IN BOOK 7423, PAGE 957, O.R., NOTE: A PORTION OF SAID EASEMENT WAS QUITCLAIMED BY QUITCLAIM DEED RECORDED NOVEMBER 29, 1971 IN BOOK 9905, PAGE 162, O.R.
- 17

SANITARY SEWER EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES OF ROSSMOOR SANITATION, INC., RECORDED JUNE 14, 1965 IN BOOK 7555, PAGE 16; OF O.R., AND MODIFIED BY DOCUMENT RECORDED FEBRUARY 29, 1972 IN BOOK 10018, PAGE 258, O.R.
- 18

WATER LINE EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES OF ROSSMOOR WATER COMPANY, INC. RECORDED AUGUST 13, 1965 IN BOOK 7630, PAGE 541, OF O.R., AND MODIFIED BY DOCUMENT RECORDED FEBRUARY 29, 1972 IN BOOK 10018, PAGE 261, O.R.
- 24

EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF GOLDEN RAIN FOUNDATION OF LAGUNA HILLS, RECORDED SEPTEMBER 11, 1968 IN BOOK 8717, PAGE 812, O.R.
- 25

EASEMENT FOR SANITARY SEWER PIPE LINES AND INCIDENTAL PURPOSES IN FAVOR OF: ROSSMOOR SANITATION, INC., RECORDED NOVEMBER 26, 1969 IN BOOK 9148, PAGE 179, O.R., AND MODIFIED IN THE DOCUMENT ENTITLED "MODIFICATION OF EASEMENTS" RECORDED FEBRUARY 29, 1972 IN BOOK 10018, PAGE 258, O.R.
- 26

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MARCH 10, 1971 IN BOOK 9566, PAGE 948, O.R.
- 31

CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED FEBRUARY 29, 1972 AS BOOK 10018, PAGE 325 OF OFFICIAL RECORDS AND MODIFICATIONS THEREOF RECORDED APRIL 18, 1974 IN BOOK 11122, PAGE 72 OF OFFICIAL RECORDS. DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED NOVEMBER 17, 1989 AS INSTRUMENT NO. 89-620609 OF OFFICIAL RECORDS. NOT PLOTTED. INDETERMINATE IN NATURE.
- 34

EASEMENT FOR PUBLIC UTILITES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED NOVEMBER 15, 1972 IN BOOK 10427, PAGE 579, O.R. NOT PLOTTED. INDETERMINATE IN NATURE.
- 35

EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED MARCH 20, 1973 IN BOOK 10603, PAGE 320, O.R.
- 36

EASEMENT FOR PUBLIC UTILITES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 22, 1973 IN BOOK 10708, PAGE 932, O.R. NOT PLOTTED. INDETERMINATE IN NATURE.
- 37

EASEMENT FOR TRAFFIC SIGNALIZATION SYSTEM AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF ORANGE, RECORDED JANUARY 21, 1974 IN BOOK 11060, PAGE 1142, O.R.
- 40

EASEMENT FOR SEWER LINES AND INCIDENTAL PURPOSES IN FAVOR OF ROSSMOOR SANITATION, INC., RECORDED DECEMBER 04, 1975 IN BOOK 11586, PAGE 817, O.R.
- 43

EASEMENT FOR UNDERGROUND LINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 26, 1976 IN BOOK 11750, PAGE 1017, O.R.
- 44

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 26, 1976 IN BOOK 11750, PAGE 1020, O.R.
- 45

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 26, 1976 IN BOOK 11750, PAGE 1023, O.R.
- 46

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 26, 1976 IN BOOK 11750, PAGE 1026, O.R.
- 47

EASEMENT FOR UNDERGROUND LINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MAY 26, 1976 IN BOOK 11750, PAGE 1029, O.R.
- 48

EASEMENT FOR UNDERGROUND LINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MAY 26, 1976 IN BOOK 11750, PAGE 1033, O.R.
- 49

EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED MAY 25, 1977 IN BOOK 12211, PAGE 1290, O.R.
- 50

EASEMENT FOR SEWER AND WATER AND INCIDENTAL PURPOSES IN FAVOR OF EL TORO WATER DISTRICT, RECORDED JANUARY 31, 1986 AS INSTRUMENT NO. 86-045266, O.R.
- 52

EASEMENT FOR VEHICULAR ACCESS AND INCIDENTAL PURPOSES IN FAVOR OF ORANGE COUNTY TRANSIT DISTRICT, RECORDED NOVEMBER 17, 1989 AS INSTRUMENT NO. 89-620610, O.R. NOT PLOTTED, BLANKET IN NATURE.
- 53

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF EL TORO WATER DISTRICT, RECORDED SEPTEMBER 03, 1996 AS INSTRUMENT NO. 19960448198, O.R. AND PARTIALLY QUITCLAIMED BY DOCUMENT RECORDED JANUARY 14, 2008 AS INSTRUMENT NO. 2008000019979, O.R.
- 54

SANITARY SEWER EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF EL TORO WATER DISTRICT, RECORDED SEPTEMBER 03, 1996 AS INSTRUMENT NO. 19960448199, O.R. AND MODIFIED BY DOCUMENT RECORDED JULY 27, 2010 AS INSTRUMENT NO. 2010000357159, O.R.
- 56

EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF EL TORO WATER DISTRICT, RECORDED SEPTEMBER 11, 1997 AS INSTRUMENT NO. 19970444433, O.R.
- 57

EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES IN FAVOR OF EL TORO WATER DISTRICT, RECORDED MARCH 26, 1998 AS INSTRUMENT NO. 19980173326, O.R.
- 59

EASEMENT FOR LANDSCAPING AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF LAGUNA HILLS RECORDED AUGUST 18, 2006 AS INSTRUMENT NO. 2006000554766, O.R.
- 60

EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES IN FAVOR OF EL TORO WATER DISTRICT, RECORDED NOVEMBER 14, 2007 AS INSTRUMENT NO. 2007000682176, O.R.
- 62

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED OCTOBER 5, 2016 AS INSTRUMENT NO. 2016000485705, O.R. NOT PLOTTED, INDETERMINATE IN NATURE.
- 65

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JUNE 08, 2016 AS INSTRUMENT NO. 2016000258340, O.R.
- 66

PARKING, ROADWAY AND UTILITY EASEMENT AGREEMENT RECORDED, RECORDED FEBRUARY 07, 2017 AS INSTRUMENT NO. 2017000053899, O.R.
- 68

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED APRIL 12, 2017 AS INSTRUMENT NO. 2017000147471, O.R.
- 70

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 19, 2017 AS INSTRUMENT NO. 2017000296341, O.R.
- 72

EASEMENT FOR LANDSCAPING AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF LAGUNA HILLS RECORDED DECEMBER 05, 2017 AS INSTRUMENT NO. 2017000522350, O.R.
- 73

EASEMENT FOR STREET WIDENING, ROAD RIGHT-OF-WAY, STREETSCAPE IMPROVEMENTS AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF LAGUNA, RECORDED AUGUST 17, 2017 AS INSTRUMENT No. 2017000349638, O.R.
- 74

EASEMENT FOR STREET WIDENING, ROAD RIGHT-OF-WAY, STREETSCAPE IMPROVEMENTS AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF LAGUNA, RECORDED AUGUST 17, 2017 AS INSTRUMENT No. 2017000349639, O.R.

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SHEET 11-25	EASEMENT DETAILS

Attachment: Final Tract Map No. 18115 (1622 : Approval of Final Map Tract No. 18115)

SHEET 12 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

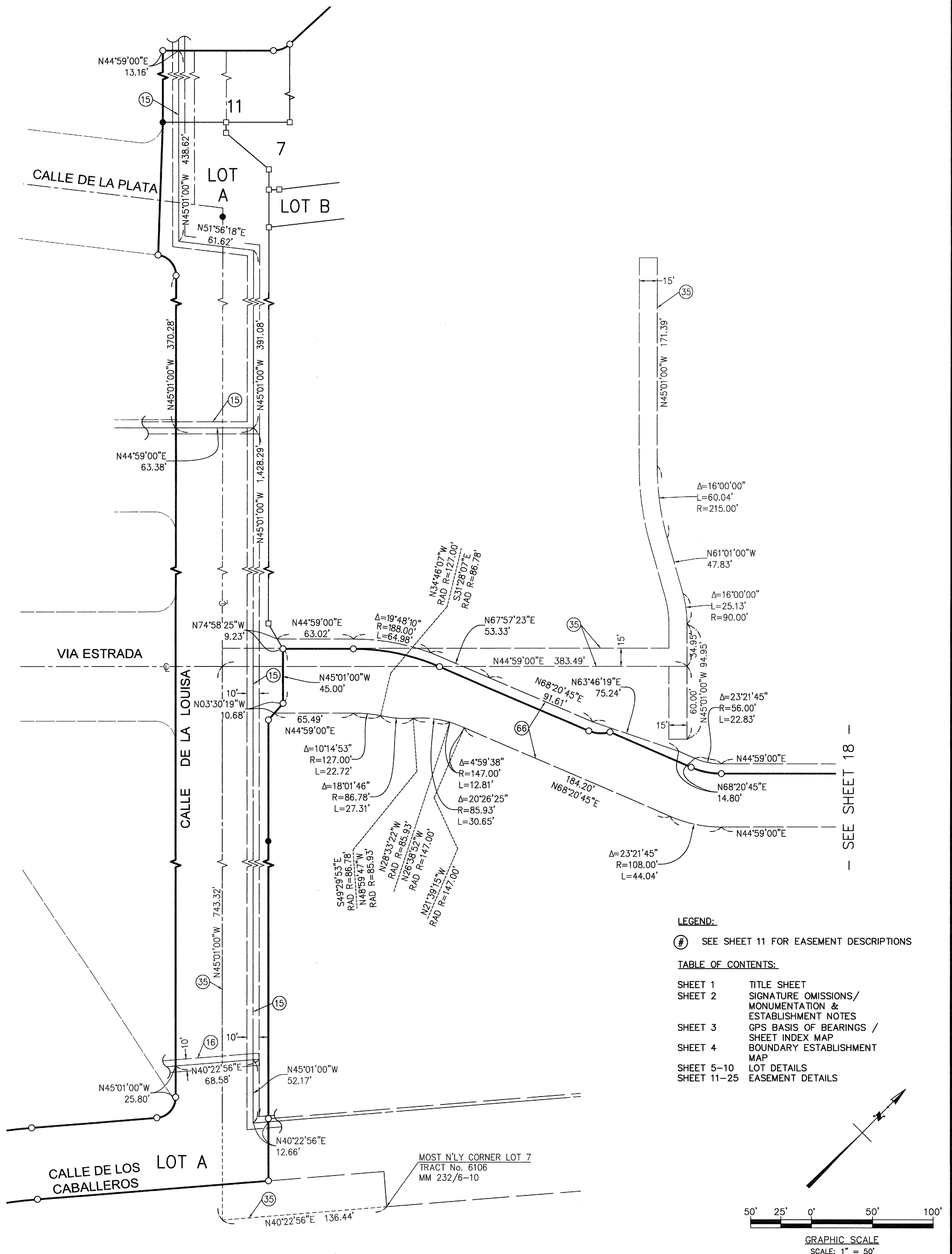
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 50'



SHEET 13 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

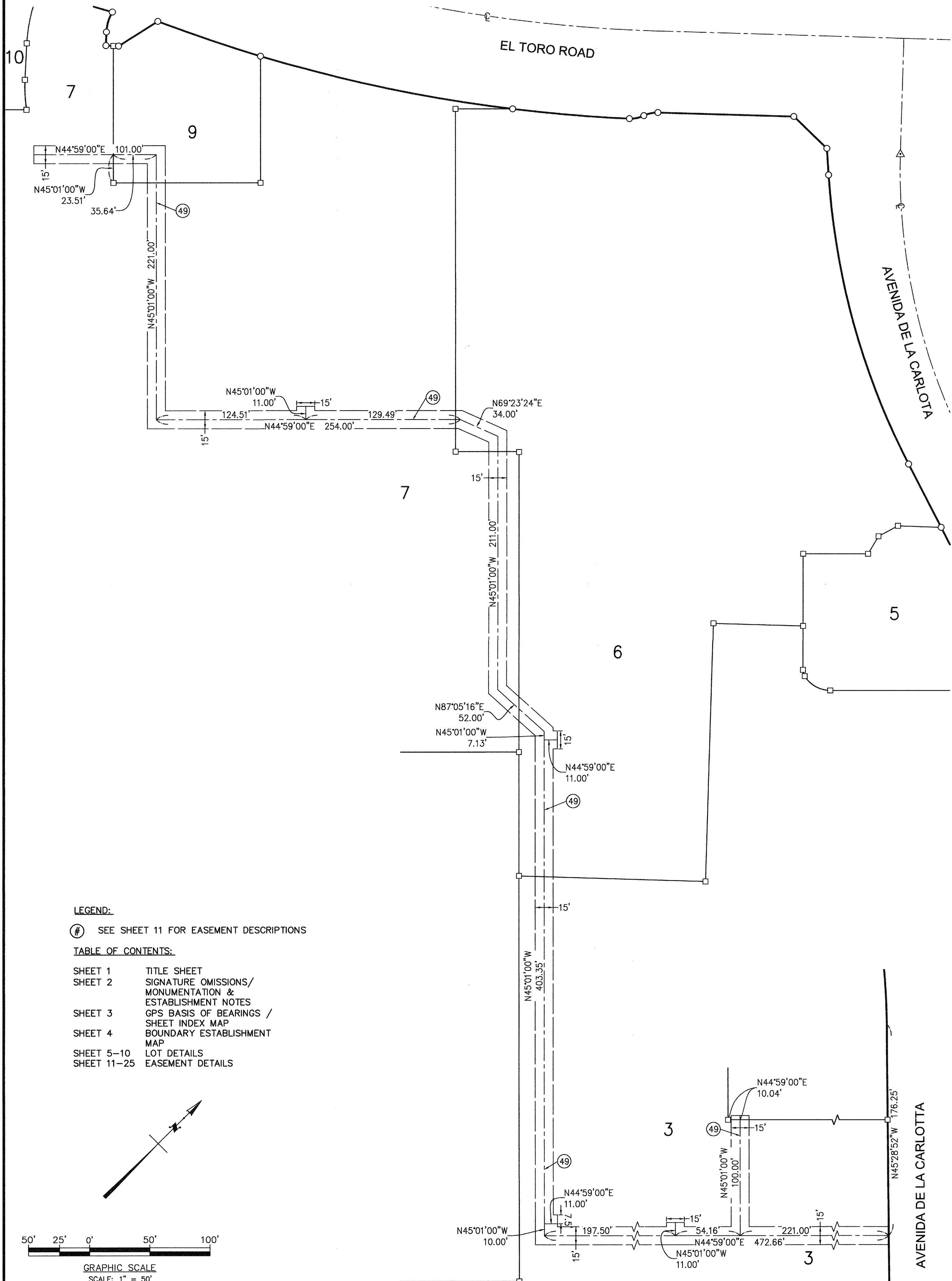
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 50'



SHEET 14 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

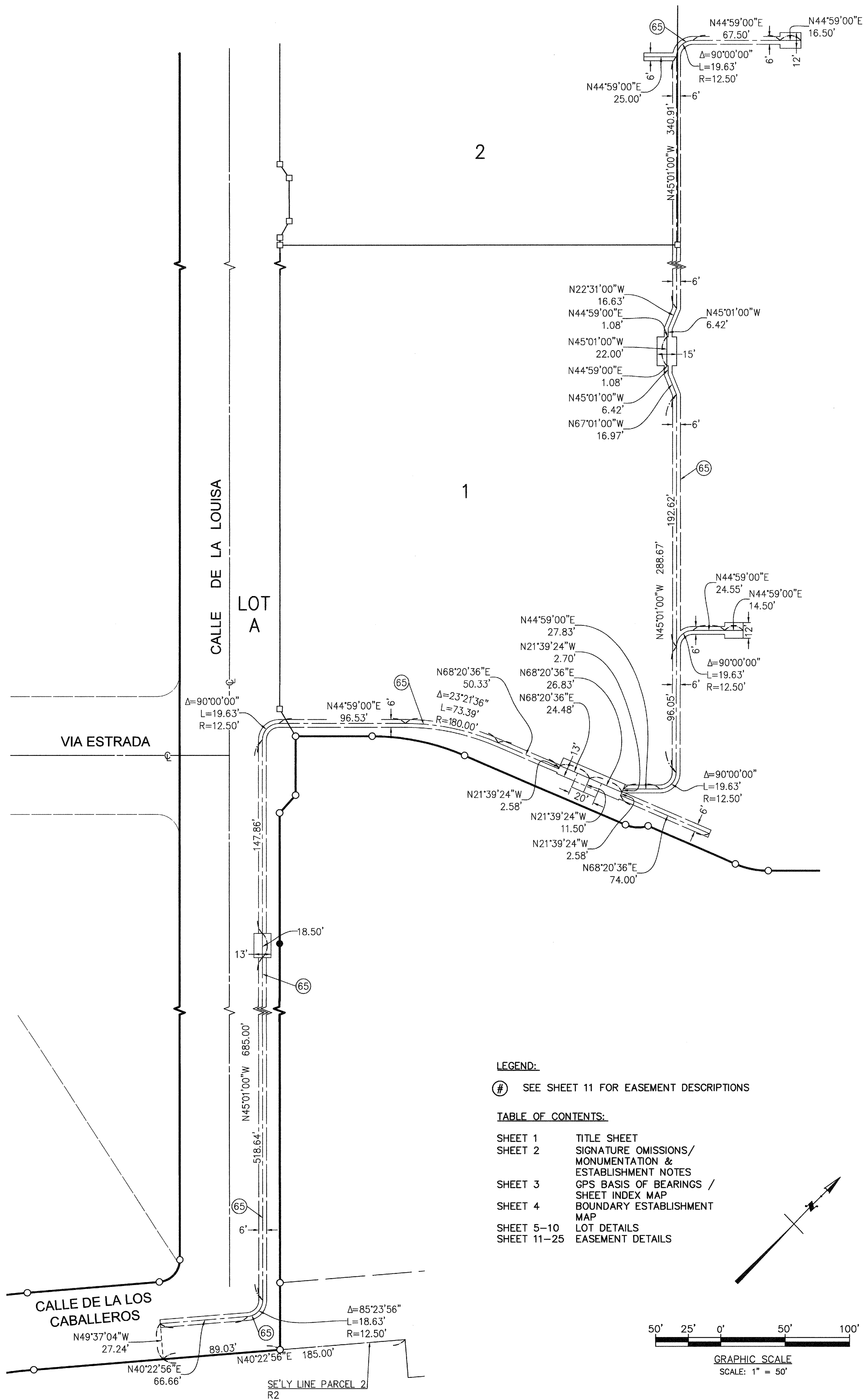
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 50'



SHEET 16 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

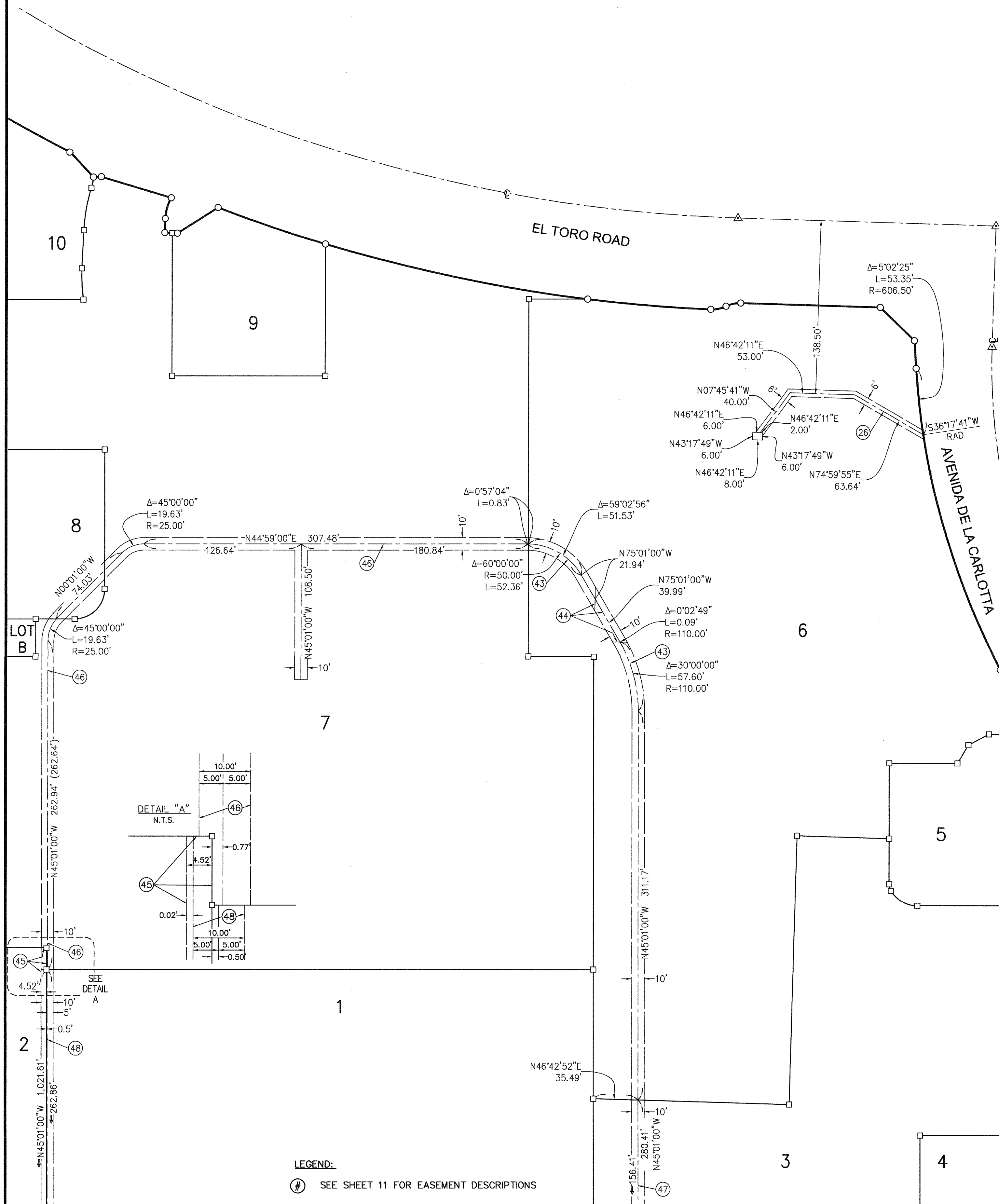
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 50'



SHEET 18 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

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

ROBERT C. OLSON

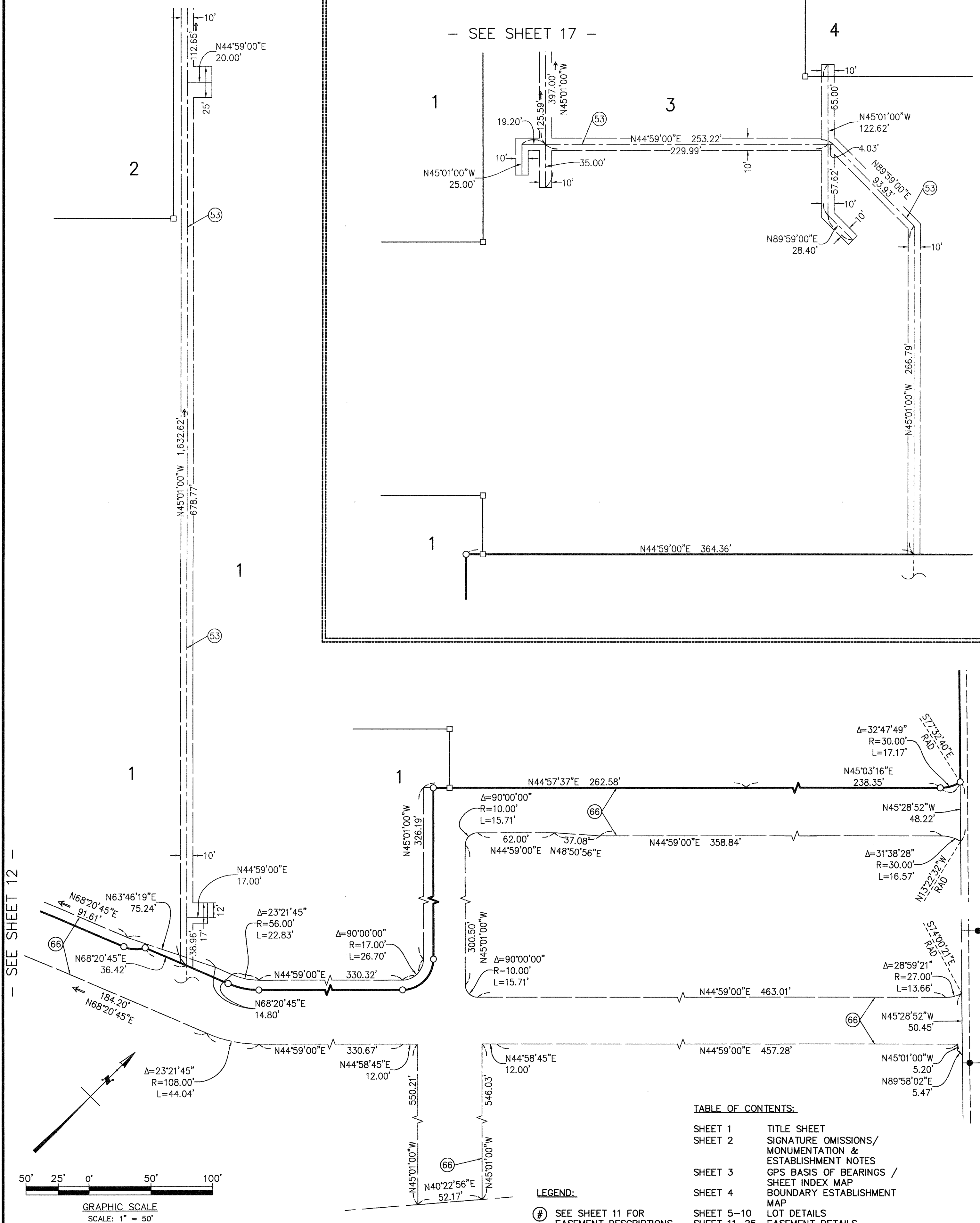
PLS 5490

PSOMAS

SCALE: 1" = 50'

- SEE SHEET 17 -

- SEE SHEET 17 -



SHEET 19 OF 25 SHEETS

SCALE: 1" = 50'

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

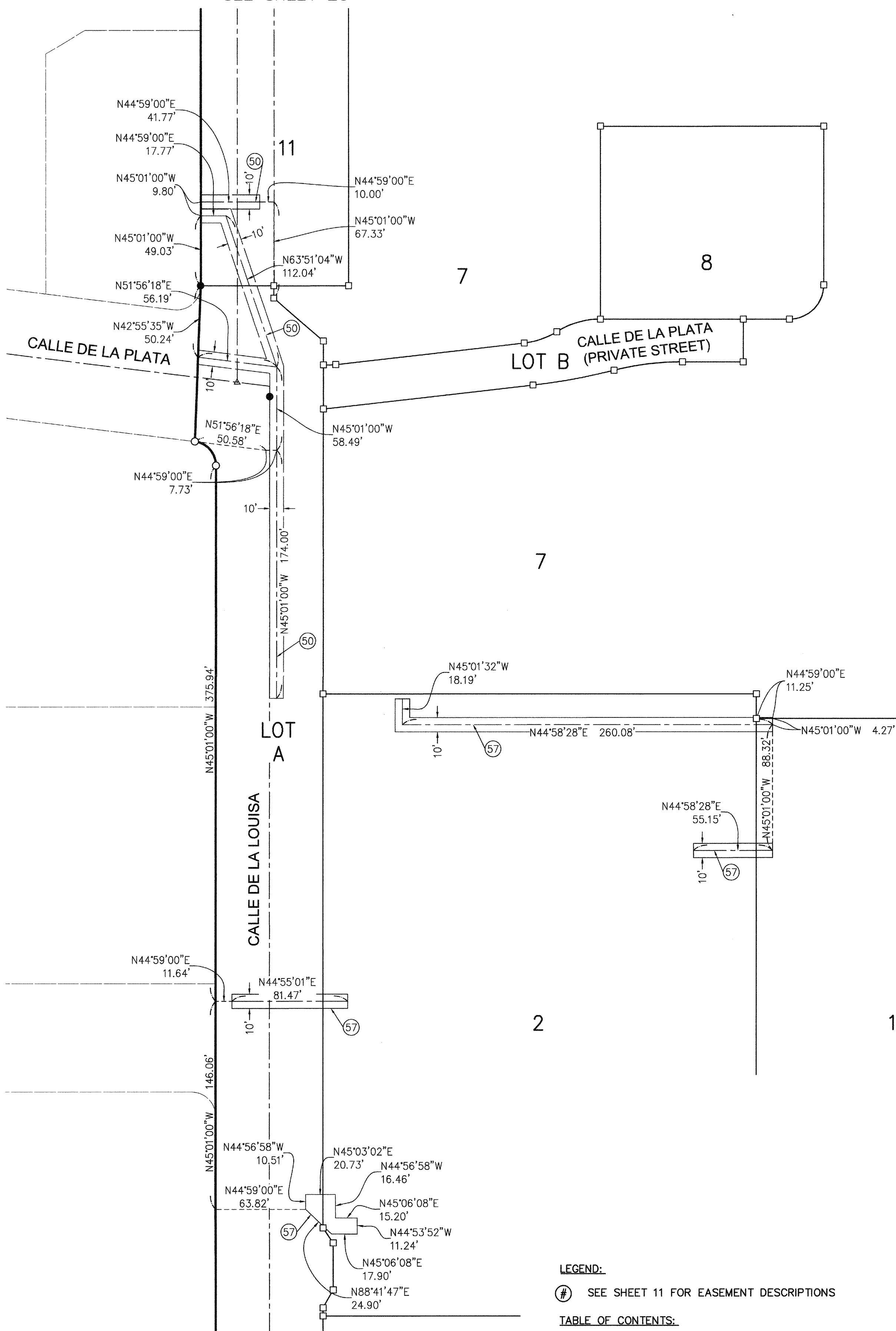
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON

PLS 5490

PSOMAS

- SEE SHEET 20 -



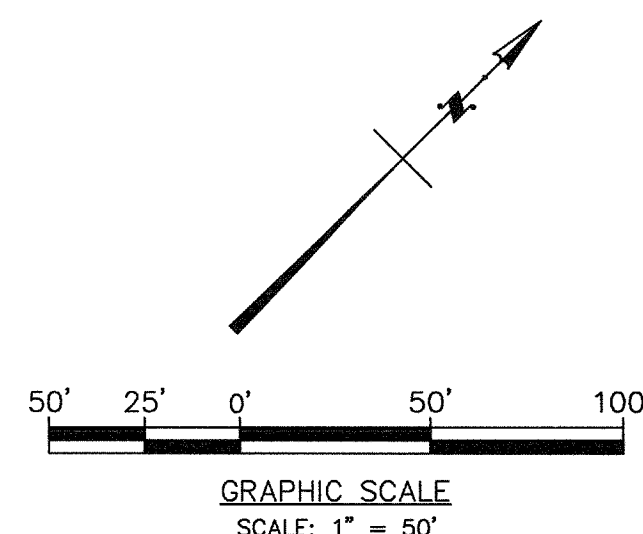
- SEE SHEET 21 -

LEGEND:

⑤ SEE SHEET 11 FOR EASEMENT DESCRIPTIONS

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SHEET 20 OF 25 SHEETS

NUMBER OF LOTS
11 NUMBERED LOTS
2 LETTERED LOTS

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016
BEING A PORTION OF VESTING
TENTATIVE TRACT NO. 18036

TRACT NO. 18115

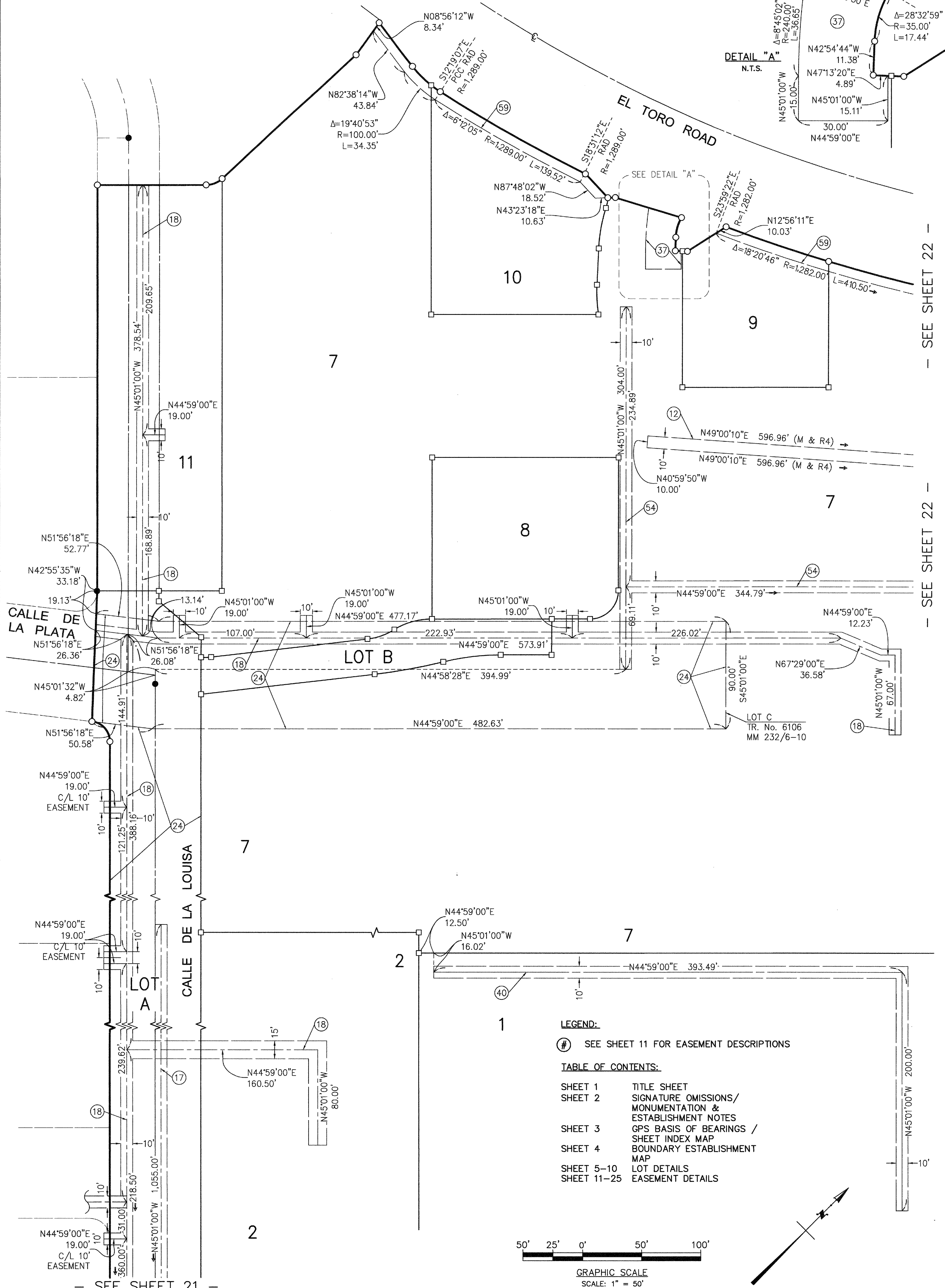
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 50'



SHEET 21 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

TRACT NO. 18115

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

ROBERT C. OLSON

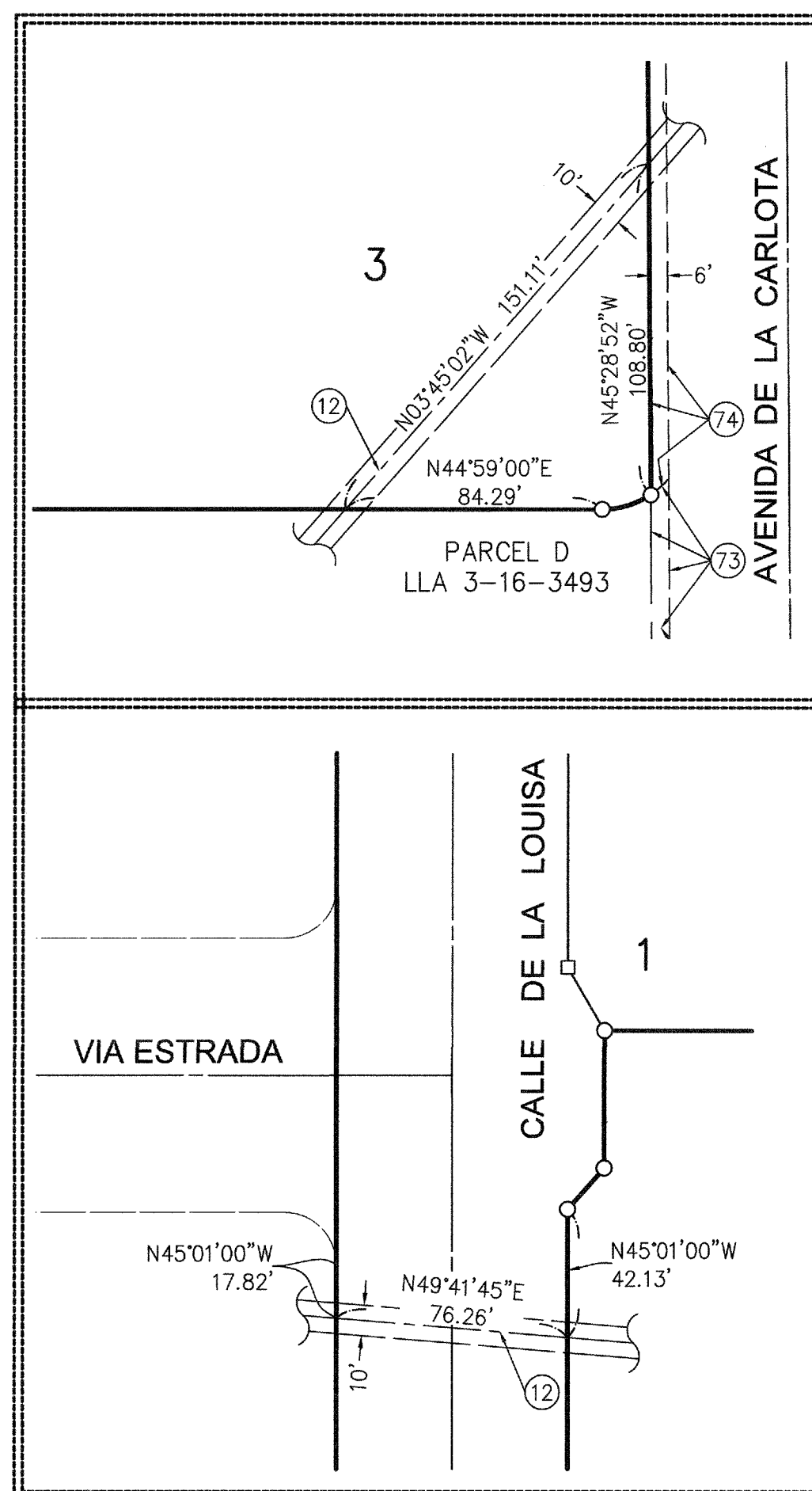
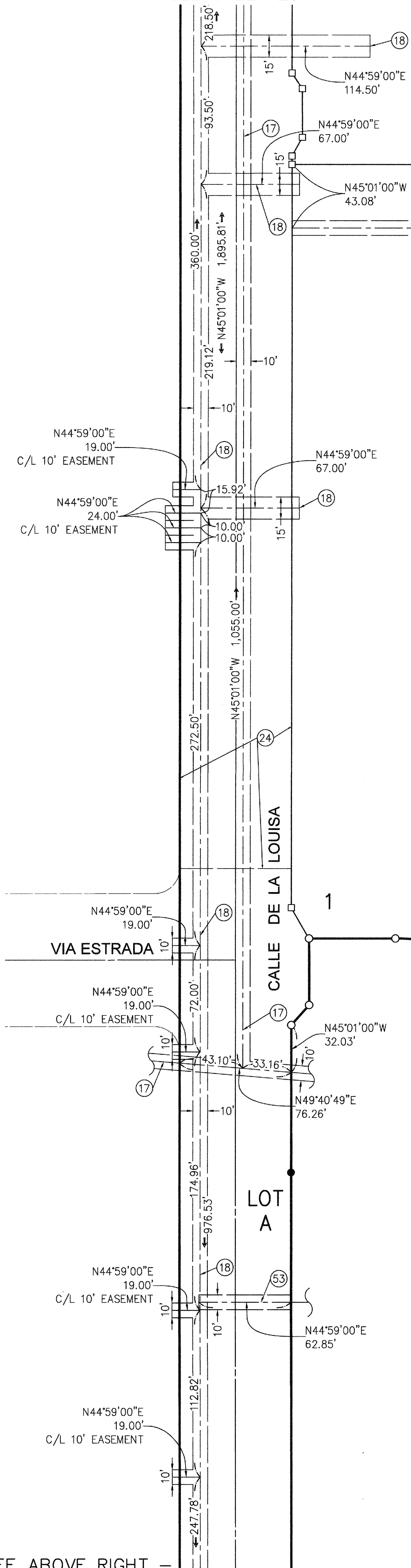
PLS 5490

PSOMAS

SCALE: 1" = 50'

- SEE SHEET 20 -

- SEE SHEET 18 -



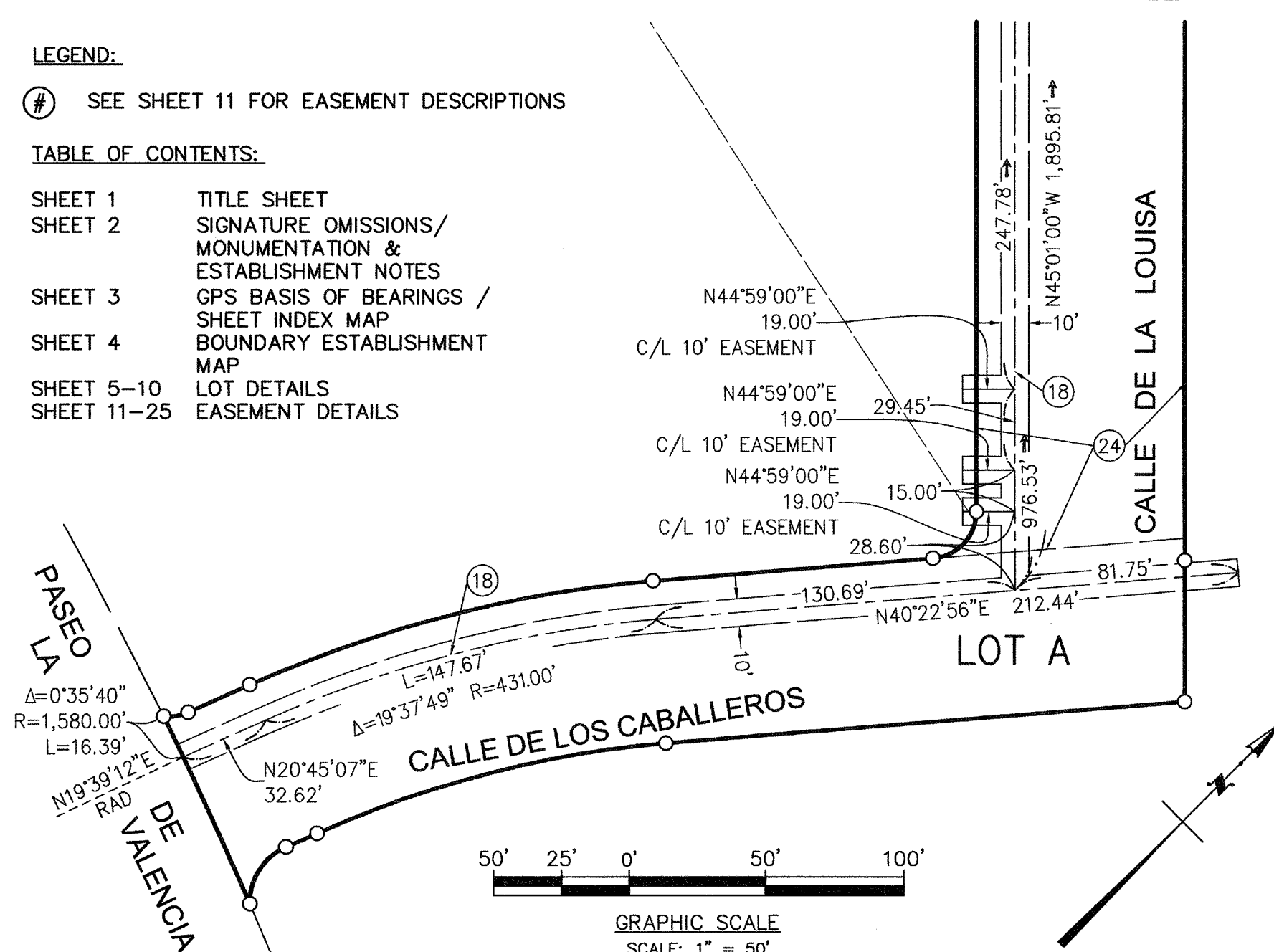
LEGEND:

① SEE SHEET 11 FOR EASEMENT DESCRIPTIONS

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SHEET 11-25	EASEMENT DETAILS

- SEE BELOW LEFT -



50' 25' 0' 50' 100'

GRAPHIC SCALE
SCALE: 1" = 50'

SHEET 22 OF 25 SHEETS

NUMBER OF LOTS

11 NUMBERED LOTS
2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING
TENTATIVE TRACT NO. 18036

TRACT NO. 18115

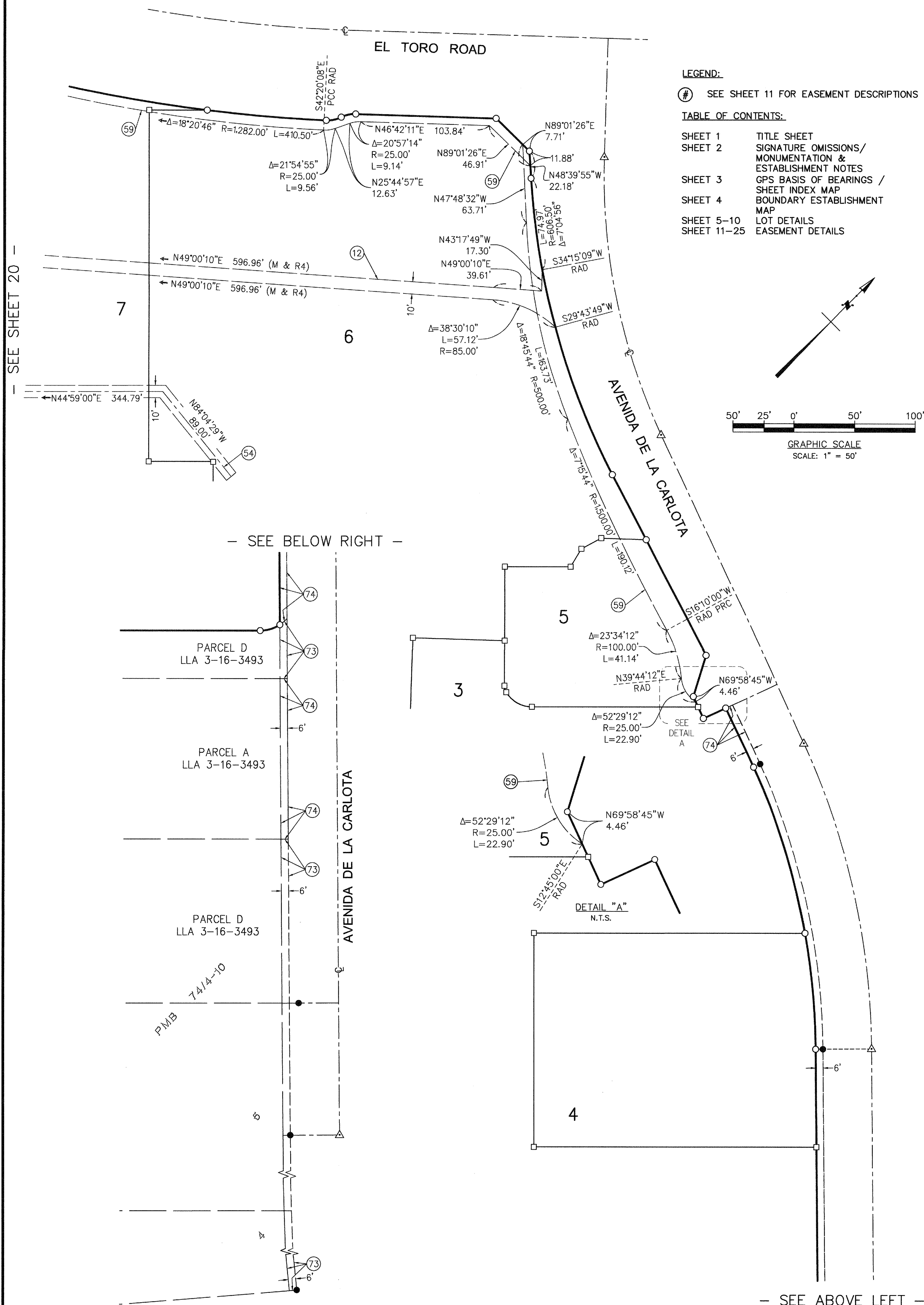
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 50'



SHEET 23 OF 25 SHEETS

NUMBER OF LOTS
11 NUMBERED LOTS
2 LETTERED LOTS

AREA
44.328 ACRES GROSS
DATE OF SURVEY
NOVEMBER 2016
BEING A PORTION OF VESTING
TENTATIVE TRACT NO. 18036

TRACT NO. 18115

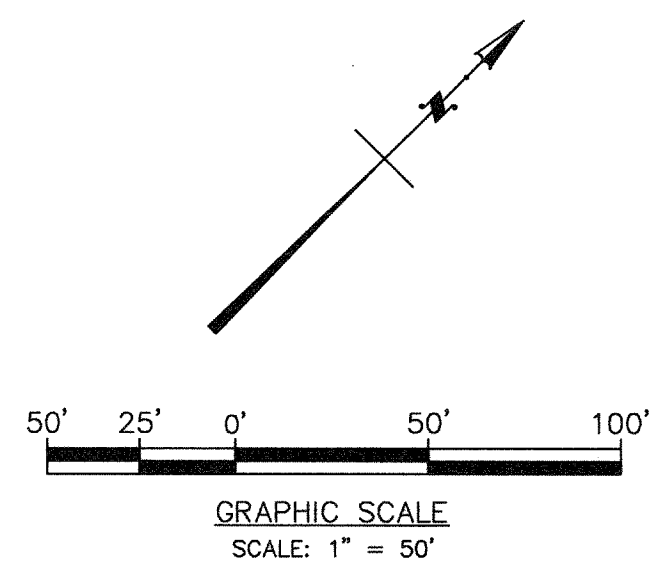
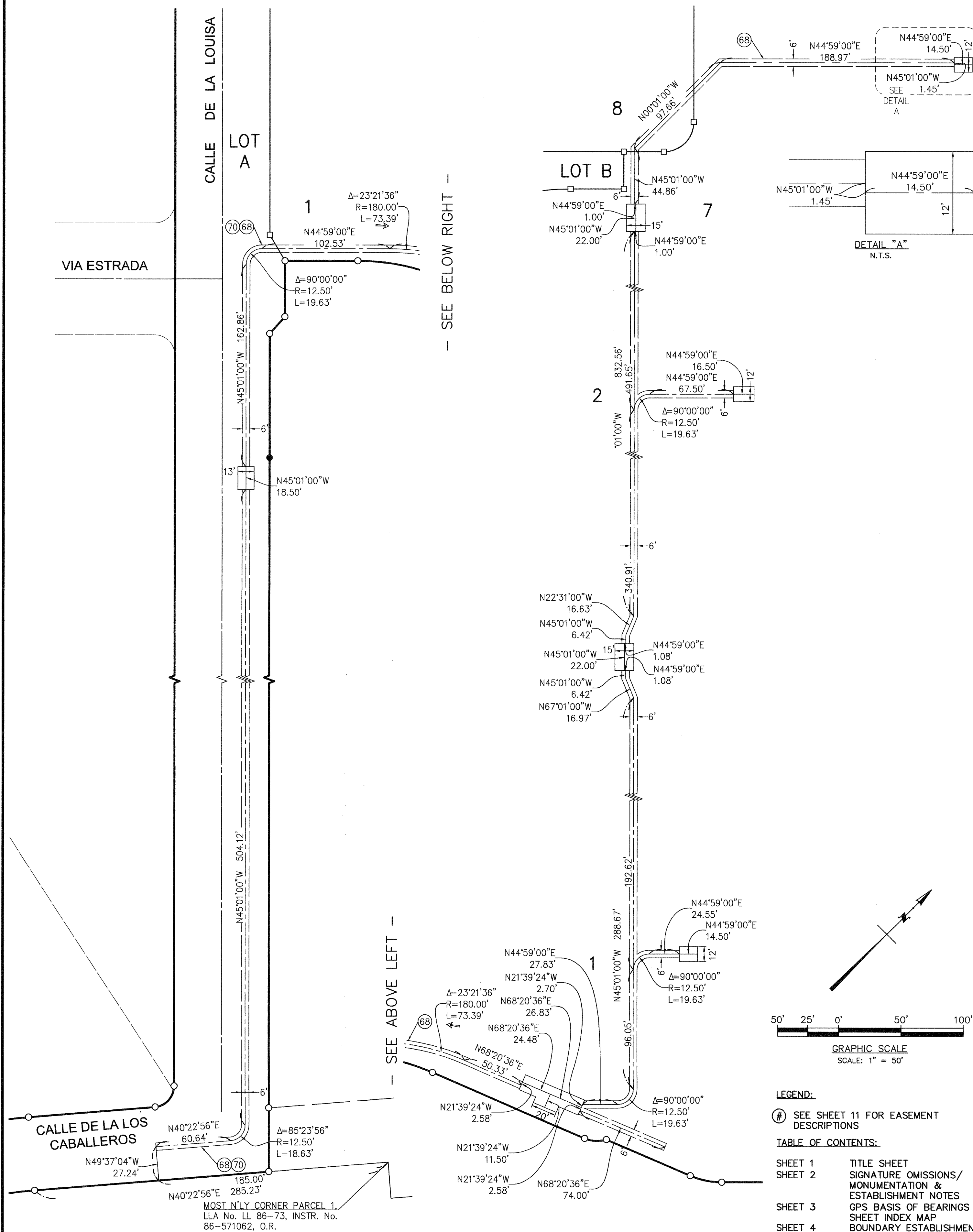
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 50'



LEGEND:

⑧ SEE SHEET 11 FOR EASEMENT DESCRIPTIONS

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SHEET 24 OF 25 SHEETS

NUMBER OF LOTS

1.1 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING
TENTATIVE TRACT NO. 18036

TRACT NO. 18115

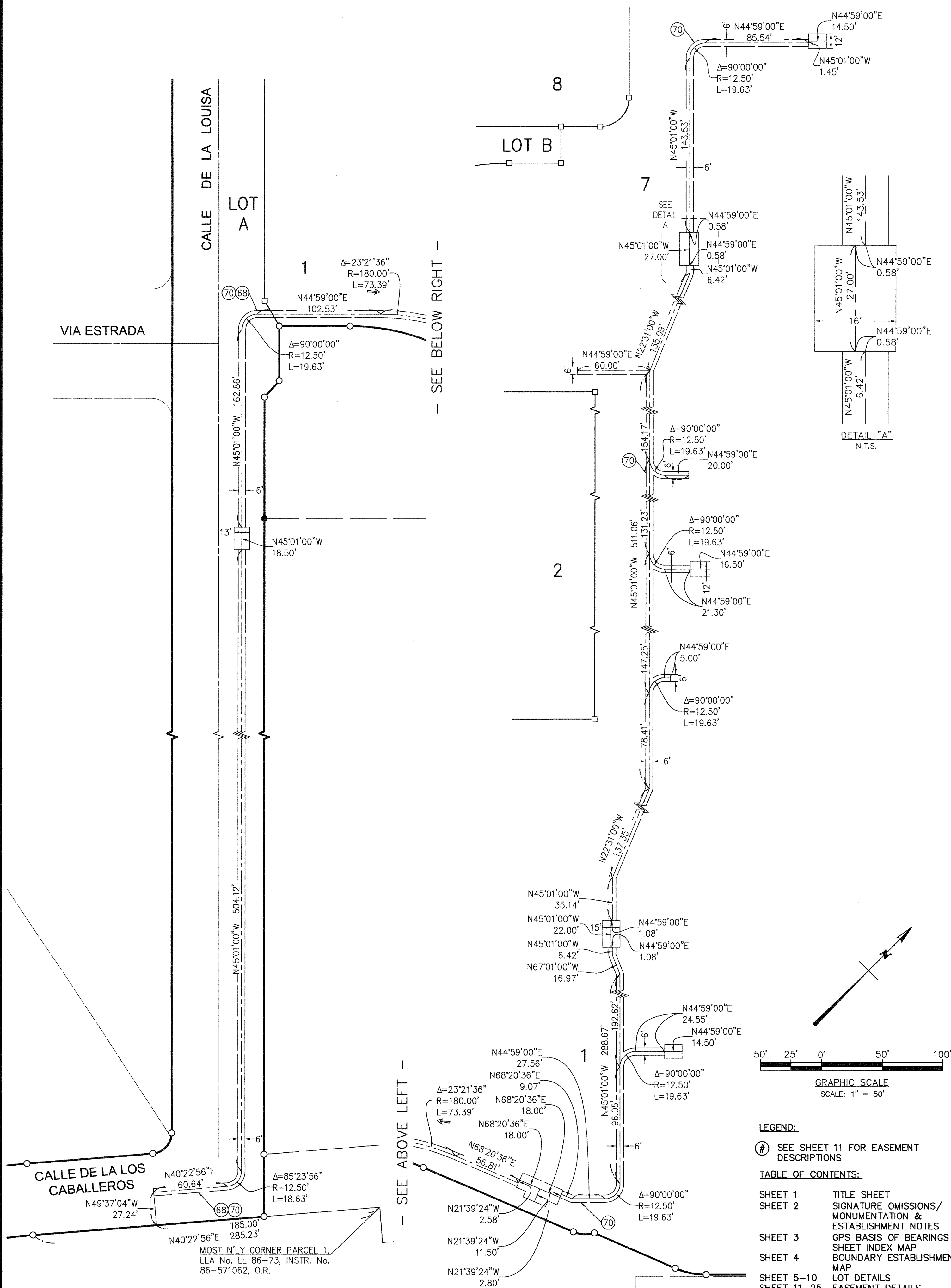
IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ROBERT C. OLSON

PLS 5490

PSOMAS

SCALE: 1" = 50'



SHEET 25 OF 25 SHEETS

SCALE: 1" = 20'

NUMBER OF LOTS

11 NUMBERED LOTS

2 LETTERED LOTS

AREA

44.328 ACRES GROSS

DATE OF SURVEY

NOVEMBER 2016

BEING A PORTION OF VESTING

TENTATIVE TRACT NO. 18036

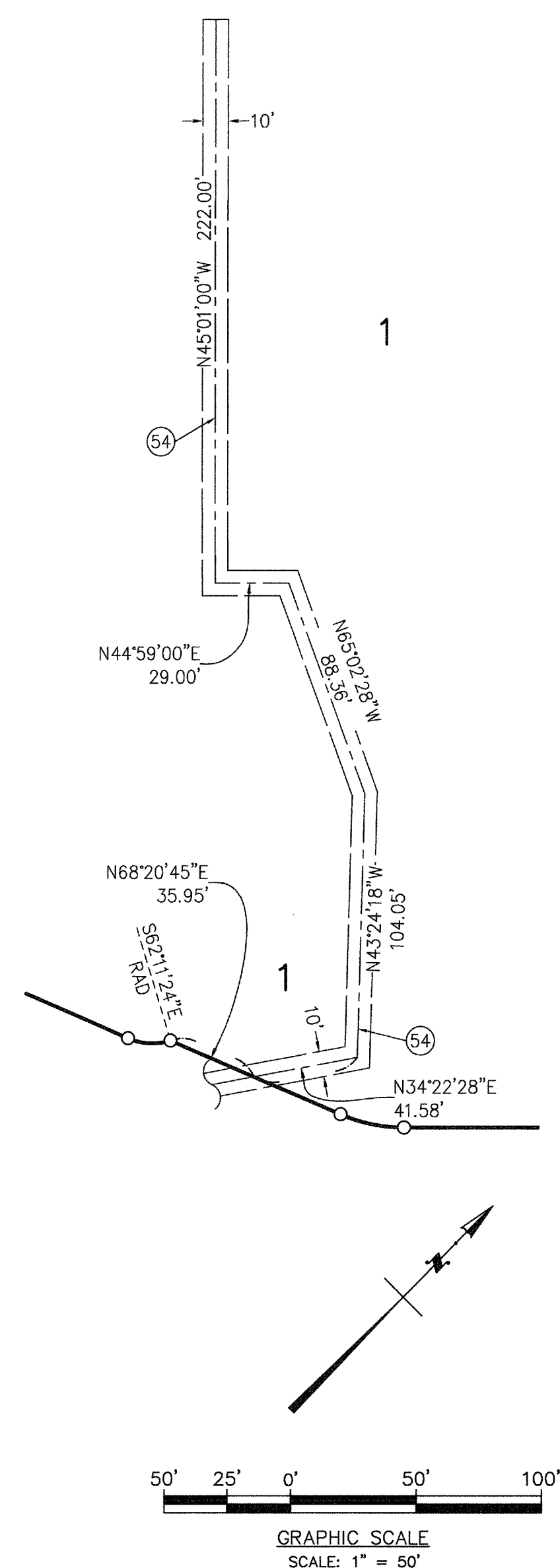
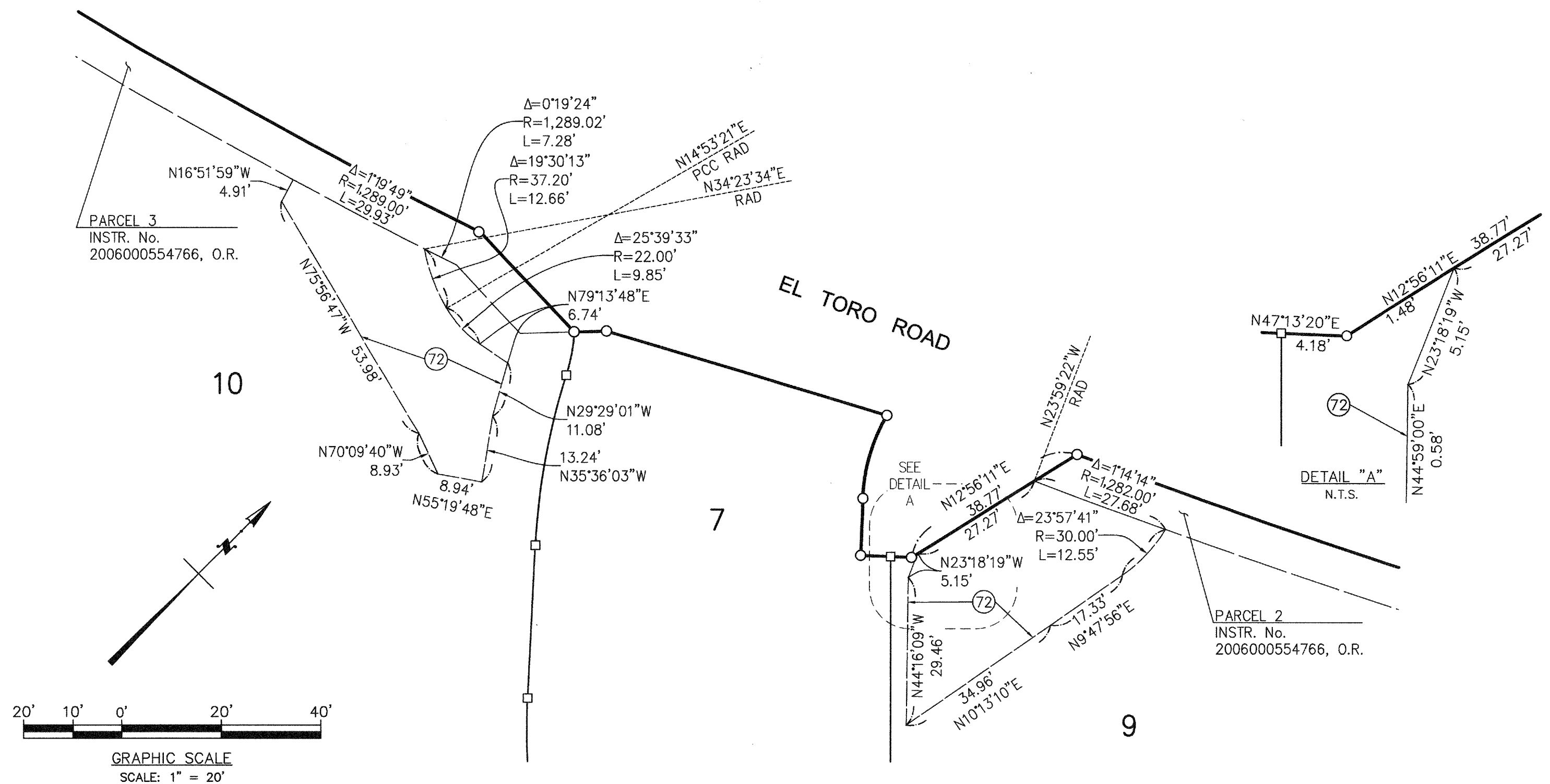
TRACT NO. 18115

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

ROBERT C. OLSON

PLS 5490

PSOMAS

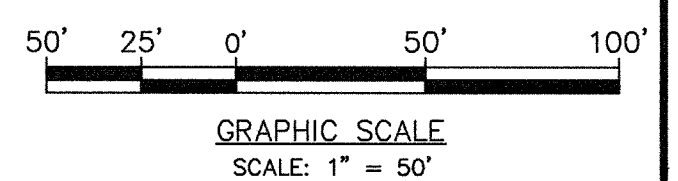


LEGEND:

① SEE SHEET 11 FOR EASEMENT
DESCRIPTIONS

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SHEET 11-25	EASEMENT DETAILS



Ken Rosenfield

From: David Martin <dmartin@psomas.com>
Sent: Thursday, July 5, 2018 1:45 PM
To: Ken Rosenfield
Cc: Rob Olson
Subject: Five Lagunas- Laguna hills mall - TR 18115-3.pdf
Attachments: TR 18115-3.pdf; TR18036.pdf

Ken

From what we see we carried the incorrect TTM . It appears it was issued as 18036 but we carried 18035.

On the April 2018 County plan review of the Final Map they requested we revise the reference to TTM # 18036.

David S Martin, PE

PSOMAS | Balancing the Natural and Built Environment
Associate / Senior Project Manager
27220 Turnberry Lane, Suite 190
Valencia, CA 91355 | 661.705.4439
www.Psomas.com

Attachment: July 5, 2018 David Martin - Psomas Email - VTTM number Change (1622 : Approval of Final Map Tract No. 18115)



April 18, 2018

Robert C. Olson, P.L.S.
 Psomas
 28480 Avenue Stanford, Suite 200
 Santa Clarita, CA 91355

City of Laguna Hills

Third Check

An additional map check deposit of \$1753.54 will be required prior to acceptance for further processing on subject map. This is only an estimate and additional funds may be requested prior to recordation. Any surplus of the deposit will be refunded after recordation.

Dear Mr. Olson,

In our examination of the final map of **Tract No. 18115** provided by the Subdivision Map Act, the following discrepancies were found:

General Comments:

1. See the enclosed redlines for comments and corrections. Address all comments as noted on all sheets of the attached check print. Please note that some comments made for one particular map sheet may also be pertinent and applicable to the others.
2. If for any reason this map is cancelled, a Record of Survey shall be filed with the County Surveyor if required, pursuant to Section 8762 of the Professional Land Surveyors' Act.
3. All open symbols should be free of linework.
4. Show widths for all streets on the map.
5. Show "O.R." after every instance of an instrument number on the map. Show the recording book, page, and date for the deeds in the reference list.
6. The leader lines and arrows are not at the right scale on several sheets. Check arrows on all sheets.
7. Change the tentative Map No. to 18036 on all sheets.

8. The Orange County Surveyor's office recommends that you set a durable monument with your tag at the centerline points of control along Avenida De La Carlota.
9. Refer to the attached example for the County of Orange Monument Standards. The county allows you to list multiple options for acceptable types of monuments to be set for various locations on your map. This may help you from having to file a Certificate of Correction after the monuments are set.

Sheet 1 Comments:

10. Make the minor corrections to the Ownership certificate, Notary Acknowledgement, City engineer's Statement, County Surveyor's Statement, City Clerk's Certificate, and County Treasurer-Tax Collector's Certificate.

Sheet 2 Comments:

11. Add recording date on easement no. 2.
12. Per the Title Report, Easements 14 and 15 are to the El Toro Water District. On the title sheet there are others listed as holders of the easement.
13. Give more information regarding the establishment of the corners.
14. Show the tie detail for Monument 33.

Sheet 3 Comments:

15. Refer to the index map:
 - a. Clean up the text overlap where indicated.
 - b. Show the centerlines with a centerline line type and symbol.
16. Monument description 6 is not shown in any detail.

Sheet 4 Comments:

17. How was the centerline of Avenida de la Carlota established?
18. Tie monuments 23 and 24 to your survey.
19. Show an overall bearing and distance between monument 15 and 24.
20. There are a few areas where the text is masked out. Refer to the check print for comments.

Sheet 5 - 9 Comments:

21. Refer to the check print for comments.

Sheet 10 Comments:

- 22. Detail A:
 - c. Show the record angle held per R9 where indicated.
 - d. Verify the sum of the parts along Calle de la Louisa.
- 23. Detail C:
 - e. Verify the record data in this detail as indicated.
- 24. Detail D:
 - f. Add more record data where indicated.
 - g. The boundary closure does not match some data in this detail.
- 25. Add R1 data along Calle de la Louisa where indicated.

Sheet 11 - 25 Comments

- 26. See check print for comments.

Additional Comments:

The County Surveyor has found this map technically correct and acceptable for recordation pursuant to a final linen/mylar review. Modifications and/or changes shown on the attached check print will be reviewed by the County at **pre-mylar (see next paragraph below)** and mylar stages and does not affect the technical correctness of the map. Corrections not completed prior to submittal of the originals for review will only delay our approval of the map.

After all of the map checking comments on this check letter and the corresponding check print have been addressed, submit a PDF file of the revised/corrected map sheets, the digital graphics file (AutoCad drawing), along with any other documents requested hereon, to the following email addresses:

1. Salvador.Falcon@ocpw.ocgov.com
2. Steven.Dawson@ocpw.ocgov.com
3. Margarita.Espinoza@ocpw.ocgov.com

A pre-mylar and pre-digital graphics file review will be performed and we will notify you if your map is ready to submit to us for the final linen/mylar review and recordation/filing process. However, you can continue with the processing of the map from your end (signatures/notaries on title sheet) once you feel that all of the corrections have been made to the title sheet(s) and they are ready for signatures.

Unless the map **boundary, lot/parcel lines or easements are revised/modified**, it will not be necessary to submit additional prints to the County Surveyor for checking. **However, any** changes to dimensions or map closure data will require the submittal of closure reports of the affected area and **significant changes will require the submittal of two check prints for another review of these changes, before submitting originals.**

TR.18115
Page 4 of 4

Submit originals for final check when all corrections have been complied with and signatures and certificates (including County Treasurer-Tax Collector's Certificate) completed.

Submit an up-to-date title report when the originals are submitted to us for final linen/mylar review.

In accordance with Orange County Ordinance No. 3809, Sec. 7-9-337 submit a digital graphics file containing the boundary, street centerline, right-of-way, easement(s), and Lot/Parcel line data prior to or at the same time the original map is submitted for final linen review. **If the digital graphics file is not received by the time the mylar is reviewed, it will hold up the recording of the map.** Submit the digital graphics file (such as an AutoCad drawing) to OCLandbase@ocpw.ocgov.com. For questions you can contact Steven Dawson directly at (714) 967-0843.

All maps (tract, parcel and records of survey) shall be drafted on tracing cloth or polyester base film, the size of which shall be 18 X 26 inches with a 1 inch blank margin on all sides (SMA Section 66445 (a)(b)).

All signatures and seals on tract maps, parcel maps and records of survey shall be in black opaque ink and all signatures and seals shall be clear and reproducible (an Orange County Clerk-Recorder Requirement).

A signed original Subdivision Guarantee, furnished by your title company, will be required and must be submitted directly to the Map Desk at the County Clerk-Recorder's office at the time of recordation. The Map Desk may be contacted directly at 714-834-7693 or 714-834-2887. Contact the appropriate title company regarding this requirement.

Upon recordation, the County Clerk-Recorders' site will indicate the recording information. Please visit: <http://cr.ocgov.com/maps/>

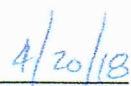
Questions concerning this review should be directed to Steven Dawson at 714-967-0843 or at Steven.Dawson@ocpw.ocgov.com.

For submitted map status, please contact Margarita Espinoza at 714-967-0847 or Margarita.Espinoza@ocpw.ocgov.com

Sincerely,

Kevin R. Hills,
County Surveyor

By: 
Steven R. Dawson, P.L.S.
Senior Land Surveyor


Date



cc: City Engineer, City of Laguna Hills



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for June 26, 2018, Regular Meeting

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

ATTACHMENTS:

- 180626 PA Minutes

Amendment No. 2 to the Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services with G2 Construction, Inc., extending the term of the Agreement for an additional three years through June 30, 2021, and increasing the annual maximum contract amount to \$150,000; and 4) Authorize the City Manager to execute the attached Amendment No. 2 to the Contractor Services Agreement with G2 Construction, Inc.

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

4. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and, acting in capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:33 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR JUNE 12, 2018, REGULAR MEETING

4.3.1 Approval of Minutes for June 12, 2018, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the June 12, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, Vice Chair
SECONDER:	Janine Heft, Agency Member
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member

4.4. ADMINISTRATIVE REPORTS

4.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed Fiscal Year 2018/2019 Capital Improvement Program

Assistant City Manager/Director of Public Services Rosenfield briefly reviewed the information provided in the staff report.

Recommendation: That the Planning Agency adopt Resolution No. PA2018-06-26-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2018/2019 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Agency Member
SECONDER:	Dore J. Gilbert, M.D., Vice Chair
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:35 p.m. All Council Members were present.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Confirmation of 2018 Weed Abatement Cost Report

RECOMMENDATION: That the City Council conduct a Public Hearing regarding the 2018 Weed Abatement Cost Report and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2018 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcel for municipal purposes."

SUMMARY:

In accordance with Government Code Section 39560, et seq., this is the time and place that has been fixed by Resolution No. 2018-05-08-7 of the City Council to receive and consider an accounting of the costs associated with weed abatement on each separate parcel of land where removal work has been performed, which report is required by law to be submitted to the City Council for confirmation of all itemized abatement costs. The City Council must conduct a Public Hearing to receive any public comments, complaints, or objections from property owners liable to be assessed for the abatement in connection with the FY 2017/2018 Weed Abatement Program prior to adopting a Resolution confirming the cost report associated with the clearing of properties as authorized. It is recommended that the City Council conduct the Public Hearing and confirm the cost report.

Confirmation of 2018 Weed Abatement Cost Report

July 10, 2018

Page 2

BACKGROUND:

The objective of the Weed Abatement Program is to declare by Resolution as a public nuisance and abate all weeds, rubbish, refuse, and dirt upon the streets, sidewalks, parkways, or private property in the City, as identified and described in the 2018 Weed Abatement List. This is done for the purpose of health and safety, management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties. The Weed Abatement Program is administered by the Public Services Department under the direction of the Assistant City Manager/Public Services Director. The City Council adopted Resolution Nos. 2018-04-10-2 and 2018-05-08-7 in April and May of this year, respectively, which authorized the annual Weed Abatement Program.

Property owners of properties that were identified as containing materials needing abatement under this program were notified by letter dated April 11, 2018, to clear their properties by May 31, 2018. Extensive public relations efforts were made by staff to reduce the number of properties to be cleared by the City contractor. All properties that had not implemented weed abatement in a timely manner were also contacted by a door hanger and telephone contact to further encourage voluntary abatement compliance. City Staff's extensive efforts to assure private property compliance, in addition to good public response this year, resulted in 539 of the 540 private properties identified for weed abatement clearing their own parcels. One property owner did not abate their weeds and the City was forced to perform the necessary weed abatement as described on the attached Cost Report. The City has also completed its annual weed abatement on all public properties throughout the City.

The Weed Abatement Public Hearing Notice for confirmation of 2018 Weed Abatement Cost Report was published and posted as required by State law. It is recommended that the City Council open the Public Hearing, take testimony, close the Public Hearing and adopt the Resolution confirming the Cost Report associated with the clearing of properties as authorized.

Confirmation of 2018 Weed Abatement Cost Report

July 10, 2018

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FISCAL IMPACT:

The total cost to be assessed for the one private property abated is \$494.60. This cost is comprised of direct contractor charges and a City \$437.00 per parcel administrative charge. The City will be reimbursed for the \$494.60 in costs through property tax collection procedures. Weed Abatement on City owned parcels has proceeded in accordance with the budget.

ATTACHMENTS:

- Resolution
- 2018 Weed Abatement Cost Report

RESOLUTION NO. 2018-07-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONFIRMING THE 2018 WEED ABATEMENT COST REPORT AND PROVIDING FOR THE COLLECTION OF WEED ABATEMENT ASSESSMENTS ON THE NEXT REGULAR TAX BILL LEVIED AGAINST THE SUBJECT PARCEL FOR MUNICIPAL PURPOSES

WHEREAS, on April 10, 2018, the City Council adopted Resolution No. 2018-04-10-2, thereby commencing the Weed Abatement Program for 2018 in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.*; the objective of the Weed Abatement Program is to declare by resolution as a public nuisance and abate all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City, as identified and described in the 2018 Weed Abatement List, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties; and,

WHEREAS, Resolution 2018-04-10-2 commenced the 2018 Weed Abatement Program by declaring the weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2018 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2018 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse and/or dirt that, when dry, become a fire hazard; and,

WHEREAS, on April 11, 2018, the City sent the legally required notice to destroy weeds and remove rubbish, refuse, and dirt to all affected property owners identified on the 2018 Weed Abatement List; the notice provided that if the public nuisance is not abated and removed by the owners of the affected parcels of land by May 31, 2018, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code §39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid; and,

WHEREAS, the legally required mailed notice sent to the affected property owners provided that the City Council would hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 8, 2018; and,

WHEREAS, during the May 8, 2018 Public Hearing, the City Council was to have heard and considered all objections and protests presented by property owners and other interested parties to the proposed public nuisance abatement and removal of all weeds, rubbish, refuse, and/or dirt on specified parcels identified and described in the 2018 Weed Abatement List; however, no public testimony was received; and,

WHEREAS, on May 8, 2018, the City Council adopted Resolution No. 2018-05-08-7, thereby: (1) determining not to allow any objections; (2) issuing an abatement order and authorizing the Assistant City Manager/Public Services Director to abate and remove by use of City authorities all weeds, rubbish, refuse, and/or dirt on specified parcels as identified and described in the 2018 Weed Abatement List; (3) acquiring jurisdiction to proceed and perform the work of weed, rubbish, refuse, and/or dirt removal on specified parcels; (4) declaring that it is the intention of the City Council to assess the amount of the City's cost for the abatement of the public nuisances upon the specified parcels of land identified and described on the 2018 Weed Abatement List, which assessments against the respective parcels of land shall constitute a lien; and (5) ordering the Assistant City Manager/Public Services Director to keep an accounting of the cost of abatement on each separate parcel of land where removal work is performed and to submit to the City Council for confirmation an itemized written report showing such abatement costs; and,

WHEREAS, pursuant to Resolution Nos. 2018-04-10-2 and 2018-05-08-7, the Assistant City Manager/Public Services Director did abate such nuisances and/or caused the same to be abated by having such weeds removed; and

WHEREAS, the Assistant City Manager/Public Services Director kept an accounting of the cost of such abatement in front of or upon each separate parcel of land in the form of an itemized cost report submitted this date to the City Council showing the cost of removing the weeds in front of or upon each separate lot, parcel, or piece of land, or both ("2018 Weed Abatement Cost Report"), said report having been posted in the manner and for the time required by law; and

WHEREAS, the City Council duly considered the 2018 Weed Abatement Cost Report, along with any objections of the property owners liable to be assessed for the abatement, on this 10th day of July 2018.

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 has received and considered the 2018 Weed Abatement Cost Report prepared by the Assistant City Manager/Public Services Director, which is attached hereto as Exhibit "A", and hereby confirms the report without modification.

SECTION 2. The City Clerk is hereby directed for each subject parcel, to record this Resolution in the office of the County Recorder and also to promptly forward a certified copy of this resolution confirming the 2018 Weed Abatement Cost Report along with a certified copy of the 2018 Weed Abatement Cost Report to the Orange County Auditor-Controller and County Tax Collector, who shall add the amount of the assessments to the next regular tax bill levied against the subject parcels for municipal purposes.

PASSED, APPROVED, AND ADOPTED this 10th day of July 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-07-10-X adopted by the City Council of the City of Laguna Hills, California, at a regular meeting thereof, held on the 10th day of July 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution (1621 : Confirmation of 2018 Weed Abatement Cost Report)

2018 Weed Abatement Cost Report
Exhibit A
 (Privately Owned Parcels)

<u>AP Number:</u>	<u>Address:</u>	<u>Work Date:</u>	<u>Hand Work Cleared (sf):</u>	<u>Mow Work Cleared (sf):</u>	<u>Admin. Fee:</u>	<u>Mowing Charges:</u>	<u>Hand Charges:</u>	<u>Total Charged:</u>	<u>City/District Code:</u>
588-141-06	Behind 23092 Mill Creek Rd	6/27/2018	1,920	0	\$437.00	\$ -	\$57.60	\$494.60	081



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018

TO: Mayor and Council Members

FROM: Gregory Simonian

ISSUE: Resignation of Council Member Barbara Kogerman - Discussion of Filling City Council Vacancy Pursuant to Government Code Section 36512

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

SUMMARY:

Effective July 11, 2018, the Honorable Barbara Kogerman will resign her position as a City Council Member. As a result, the City Council must address the issue of filling the

Discussion of Filling City Council Vacancy

July 10, 2018

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vacancy. Government Code Section 36512(b) obligates the City Council to take action within 60 days from the commencement of the vacancy and sets forth the options which the City Council may choose to fill the vacancy. Under State law, the City Council has until September 9, 2018 to choose to either make an appointment or call for a special election, as discussed below.

On July 2, 2018, Council Member Kogerman submitted a letter of resignation to the City Clerk,¹ which makes effective her resignation from the City Council on July 11, 2018. A copy of Council Member Kogerman's letter of resignation to the City Clerk is provided as Attachment "A". An effective resignation creates a vacancy. The vacancy commences on the effective date of the resignation. There is no legal requirement for the City Council to take action to accept the resignation. As a result, by operation of the terms of the letter submitted by Council Member Kogerman to the City Clerk, her resignation will be effective on July 11, 2018, creating a vacancy in her seat on the City Council. This announcement requires the City Council to consider the alternatives for filling the vacancy created by Council Member Kogerman's resignation to complete her term of office ending December 2018.

Under State law, if a vacancy occurs on a city council, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The City Council's decision on which procedure the Council will use to fill the vacancy must be made by no later than September 9, 2018, according to the statutory deadline. Therefore, Staff recommends that the City Council take action by no later than September 9, 2018, to approve the use of one of the following options to fill the vacancy: 1) fill the vacancy by appointment, either through a direct appointment or by following an application and interview process, or 2) call for a special election, which is not a practical option as further discussed below, and instead leave the seat temporarily vacant and defer to the 2018 General Municipal Election to fill Council Member Kogerman's seat, which the City Council has already called by adoption of Resolution No. 2018-05-08-3, a copy of which is attached hereto as Attachment "B".

BACKGROUND:

Government Code Section 36512 governs the filling of council vacancies for general law cities. Pursuant to Government Code Section 36512, if a vacancy occurs on a city

¹ Government Code Sections 1770(c) and 1750(f).

Discussion of Filling City Council Vacancy

July 10, 2018

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council, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call for a special election to fill the vacancy. A copy of Government Code Section 36512 is provided as Attachment "C". Therefore, the City Council has two alternative courses of action to consider:

1. Appoint a Qualified Individual to the Vacant Office, Either Through Direct Appointment or by Following an Application and Interview Process.

a. Filling Vacancy by Appointment.

The City Council may take action to appoint a qualified individual to fill the vacancy. If the Council exclusively selects the appointment procedure, the Council may choose to a) make a direct appointment of an individual to the vacancy, or b) may wish to consider establishing an application and interview process. Although not legally required, it is common for cities to conduct an application and interview process in connection with the filling of a city council vacancy by appointment. There is no legal requirement that the Council use any particular method of selection for making the appointment. The Council does not, for example, have any obligation to appoint someone who ran in the last election; however, that is not precluded. It is common in such situations, however, for a council to notice the vacancy and to invite applications from interested residents.

If the Council decides to conduct interviews of qualified candidates following the completion of an application process, it must be done at a noticed public meeting. The appointment must be made during either a regularly scheduled meeting or a special meeting of the City Council. State law does not authorize closed session meetings for purposes of interviewing candidates or discussing city council vacancies. The decision to appoint must be made by, and no later than, September 9, 2018. Any person appointed to fill a vacancy possesses all of the rights and powers and is subject to all of the liabilities, duties, and obligations of the officer whose vacancy he or she fills.²

b. Term of Appointment.

In the event the City Council decides to proceed by way of appointment, the person appointed to fill the vacancy would hold office on an interim basis

² Government Code Section 1777.

only, for the remainder of Council Member Kogerman's unexpired term. Due to the City's adopted term limits ordinance, Council Member Kogerman is serving her final term of office, which will automatically expire following the November 2018 General Municipal Election.

Council Member Kogerman was first elected as a Member of the City Council in 2010 for a four-year term and then appointed in 2014 to serve a second, four-year term due to the cancellation of the 2014 General Municipal Election. Laguna Hills Municipal Code Section 2-04.080 allows City Council Members to serve a maximum of two consecutive terms. As Council Member Kogerman was seated to fill two, consecutive terms from 2010–2014 and 2014–2018, her final term of office is set to expire in December 2018. Therefore, on May 8, 2018, in anticipation of the expiring terms for three City Council Members, including Council Member Kogerman, the City Council called for an election in the November 2018 General Municipal Election to elect three Members.

Under State law, if a city council decides to fill a vacancy by appointment, the person appointed to fill the vacancy holds office for the unexpired term of the former incumbent. Should the City Council appoint someone to fill Council Member Kogerman's seat, the person appointed will serve on the City Council for the duration of her term, until December 2018.

c. Appointment Process.

If the Council proceeds by way of a direct appointment, it may choose to simply appoint a qualified individual to the vacant office after deliberation and a majority vote of the Council³. Alternatively, the Council may wish to consider establishing a formal application and interview process, which may include addressing such issues as the following: a) public notice inviting applications for appointment to the Council; b) development of an application process, criteria for qualified candidates, and schedule, along with whether candidates should be required to complete and submit an application packet including a City application form, a questionnaire, and a California Fair Political Practices Commission Form 700, Statement of Economic Interests; and c) development of an interview process and schedule, including

³ A person is not eligible to hold office as a city council member unless he or she is an elector of the City of Laguna Hills and a registered voter of the City.

development of a set of questions for the Council to ask qualified candidates during scheduled interviews conducted at noticed public meetings. Again, there is no legal requirement that the Council use any particular method of selection; however, Staff does recommend that with either alternative, an established process should be followed.

2. Call for the Filling of a Vacancy by Special Election.

If the City Council decides not to fill the vacancy by appointment, then the Council must call a special election by no later than September 9, 2018. Government Code Section 36512(b) provides that in the event a special election is called to fill a vacancy, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

The Elections Code provides established election dates on which an election can be lawfully held. Section 1002 of the Elections Code states, “Except as provided in Section 1003, notwithstanding any other provisions of law, all state, county, municipal ... elections shall be held on an established election date.” Section 1003 has no application in this context. Elections Code Section 1000 sets forth the established election dates, which are:

- (a) The second Tuesday of April in each even-numbered year.
- (b) The first Tuesday after the first Monday in March of each odd-numbered year.
- (c) The first Tuesday after the first Monday in June in each year.
- (d) The first Tuesday after the first Monday in November of each year.

Elections held in June and November of each even-numbered year are statewide election dates per Elections Code Section 1001 and would also be considered established election dates.

The dates set forth in subsections (a)–(c) above are not available because they have already passed. The only remaining available established election date is the first Tuesday after the first Monday in November, which is November 6, 2018. However, this date has already been called upon by the City Council for the 2018 General Municipal Election and, therefore, calling a special election would be superfluous.

As discussed above, on May 8, 2018, the City Council called for the November 2018 General Municipal Election to elect three Members to the City Council, including a Member to fill Council Member Kogerman’s seat. Calling for a special election would

Discussion of Filling City Council Vacancy

July 10, 2018

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be unnecessary because the special election would coincide with the general municipal election, which has already been called.

Even if a special election were called in November to fill the vacancy in Council Member Kogerman's seat, there would be no term of office left to serve because, as explained above, Council Member Kogerman's term of office automatically expires upon the November 2018 election, as a result of the City's term limit ordinance. An interim Member who is elected to fill a vacancy is only permitted to serve for the remainder of the unexpired term of the former incumbent, and in this instance, the term would automatically expire on the same day the special election takes place. Therefore, as a practical matter, calling a special election is not a viable option for Council Member Kogerman's vacancy because her term of office expires upon the 2018 General Municipal Election, and that election has already been called by the City Council to fill her seat.

Given the above, if the City Council was inclined not to call for a special election and instead leave the seat temporarily vacant until it is filled in the 2018 General Municipal Election, the only question would be whether the statute then compels the City Council to appoint, as it states the City Council "shall" appoint or call a special election. Put another way, does the statute give the City Council only one choice, i.e., to appoint, if there is insufficient time to call for a special election. There is nothing in the statute or other legal authority suggesting this as a required outcome. Further, it appears that the purpose and intent of the vacancy statutes is not to leave the elective office vacant for a lengthy period of time. It would take a tortured reading of the statute to reach the conclusion that the City Council only has one option if a special election is not available, especially under the circumstance that the 2018 General Municipal Election to fill that seat will take place on the same date the special election would be held.

Given that the next available regularly established election date to hold a special election is November 6, 2018, which is the date Council Member Kogerman's office is up for election in the General Municipal Election, calling for a special election serves no useful purpose. Therefore, in lieu of calling for a special election, the City Council has the option of leaving the seat temporarily vacant and deferring to the November 6, 2018 General Municipal Election, which has already been called, to elect a new Member to serve a full four-year term on the City Council.

3. Alternatives.

The City Council may receive and file this report and postpone the decision on which option to choose and continue this item to a future meeting, or continue the item and direct staff to return with additional information. The City Council has 60 days from the effective date of the resignation, which is September 9, 2018, to either (1) fill the vacancy on an interim basis with an appointment, or (2) call for a special election which, as discussed above, is not a practical option and therefore leave the seat temporarily vacant and defer to the 2018 General Municipal Election, which has already been called, to fill Council Member Kogerman's seat.

FISCAL IMPACT:

Option 1: An appointment process to fill a vacancy on the City Council on an interim basis would not result in any increased fiscal impact beyond assigned staff time and associated legal review.

Option 2: If the City Council leaves the seat temporarily vacant and defers to the 2018 General Municipal Election, the anticipated cost of calling and conducting an election has been previously budgeted for \$25,000.

ATTACHMENTS:

- Attachment "A" - Council Member Kogerman's July 2, 2018 Letter of Resignation
- Attachment "B" - Resolution No. 2018-05-08-3 Calling for the 2018 General Municipal Election
- Attachment "C" - Government Code Section 36512

THE HONORABLE BARBARA KOGERMAN
CITY COUNCIL MEMBER, CITY OF LAGUNA HILLS
949-422-6203

Kogerman4council@cox.net
25231 Mawson Drive
Laguna Hills, CA 92653

Via Email & Hand-Delivered

Melissa Au-Yeung, City Clerk
Honorable Mayor & Members of the City Council
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

July 2, 2018

Dear Ms. Au-Yeung and Colleagues,

As you may know, my husband Colonel Bill and I will be re-locating to Tulsa, Oklahoma in the very near future. We both are incredibly excited to join our Tulsa family at this stage of our lives, a decision that provides us with the unique opportunity to be active grandparents to five young granddaughters. Nevertheless, it's a bitter-sweet decision we're making, leaving behind our California family, old friends and a community we helped build and love. But the lure of being able to serve as full-time grandparents is too compelling to ignore.

I treasure the relationships I have been privileged to develop over these many years. I will forever reflect positively on my associations with the dedicated public servants who have embodied the ethic of "Service Above Self." I will always remain impressed with my fellow public servants who have given selflessly for the greater good, those who fought the great fight to solve vexing local and regional issues and for respecting individual differences as we collectively strove for positive solutions. As one of you, I know firsthand the dedication each of you has demonstrated.

I'm incredibly thankful for all who have expressed support for me in my public life and for the kind words expressing the notion that I too joined my esteemed colleagues in many of these worthy pursuits.

With humility and gratitude, I bid you farewell. I sincerely thank each of you for your historic leadership and for permitting me the opportunity to participate with you in the development and stability of our beloved community.

With that said, I hereby reluctantly tender to the City Clerk my irrevocable resignation as a Laguna Hills City Council Member, effective July 11, 2018, at which time I will embrace my new and exciting role as a Grandma. God bless each of you.

Sincerely,


Barbara D. Kogerman

cc: Donald J. White, City Manager
Gregory E. Simonian, City Attorney

RESOLUTION NO. 2018-05-08-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 6, 2018, for the election of Municipal Officers;

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Laguna Hills, California, on Tuesday, November 6, 2018, a General Municipal Election for the purpose of electing three Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

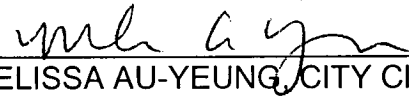
SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED, AND ADOPTED this 8th day of May 2018.


MELODY CARRUTH, MAYOR

ATTEST:


MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-05-08-3 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 8th day of May 2018, by the following vote:

AYES: Council Members Heft, Kogerman, Sedgwick, Mayor Pro Tempore Gilbert, and Mayor Carruth

NOES None

ABSENT: None

ABSTAIN: None

(SEAL)


MELISSA AU-YEUNG, CITY CLERK

State of California**GOVERNMENT CODE****Section 36512**

36512. (a) If a vacancy occurs in an appointive office provided for in this chapter, the council shall fill the vacancy by appointment. A person appointed to fill a vacancy holds office for the unexpired term of the former incumbent.

(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

(1) If the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.

(2) If the council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:

(A) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date the council is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.

(c) Notwithstanding subdivision (b) and Section 34902, a city may enact an ordinance that does any of the following:

(1) Requires that a special election be called immediately to fill every city council vacancy and the office of mayor designated pursuant to Section 34902. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

(2) Requires that a special election be held to fill a city council vacancy and the office of mayor designated pursuant to Section 34902 when petitions bearing a specified number of verified signatures are filed. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the filing of the petition. A governing body that has enacted such an ordinance may also call a special election pursuant to subdivision (b) without waiting for the filing of a petition.

(3) Provides that a person appointed to fill a vacancy on the city council holds office only until the date of a special election which shall immediately be called to fill the remainder of the term. The special election may be held on the date of the next regularly established election or regularly scheduled municipal election to be held throughout the city not less than 114 days from the call of the special election.

(d) (1) Notwithstanding subdivision (b) and Section 34902, an appointment shall not be made to fill a vacancy on a city council if the appointment would result in a majority of the members serving on the council having been appointed. The vacancy shall be filled in the manner provided by this subdivision.

(2) The city council may call an election to fill the vacancy, to be held on the next regularly established election date not less than 114 days after the call.

(3) If the city council does not call an election pursuant to paragraph (2), the vacancy shall be filled at the next regularly established election date.

(e) (1) If the city council of a city that elects city council members by or from districts elects to fill a vacancy on the city council by appointment as a result of a city council member resigning from office, the resigning city council member may cast a vote on the appointment if the resignation will go into effect upon the appointment of a successor. A city council member shall not cast a vote for a family member or any other person with whom the city council member has a relationship that may create a potential conflict of interest.

(2) If a city council member elects to cast a vote under this subdivision, the city council member shall be prohibited from the following actions for a period of two years after the appointment of a successor:

(A) Advocating on any measure or issue coming before the city council in which the city council member may have a personal benefit.

(B) Entering into a contract of any kind with the city or a city vendor.

(C) Accepting a position of employment with the city or a city vendor.

(D) Applying for a permit that is subject to the approval of the city council.

(3) This subdivision shall not apply to any city council member who is resigning from the city council due to charges of, or conviction for, corruption or criminal behavior, or who is subject to a recall election.

(Amended by Stats. 2015, Ch. 185, Sec. 1. (AB 952) Effective January 1, 2016.)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 10, 2018

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

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

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

SUMMARY:

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

C&D Recycling Program

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

BACKGROUND:

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

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

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

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

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

C&D Recycling Program

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

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

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

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

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

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

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

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

FISCAL IMPACT:

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

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

ATTACHMENTS:

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

ORDINANCE NO. 2018-X

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

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

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

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

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

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

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

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

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

Chapter 5-48

CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM

Sections:

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

5-48.010 Declaration of purpose.

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

5-48.020 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

5-48.030 Designated recyclable and reusable materials.

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

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

5-48.040 Minimum Construction and Demolition Waste Diversion requirements.

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

5-48.050 Covered Projects.

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

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

5-48.055 Universal Waste Disposal.

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

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

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

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

5-48.070 Exemptions.

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

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

B. Seismic tie-down projects.

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

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

5-48.080 Refund of security deposit.

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

5-48.090 Forfeiture of security deposit.

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

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

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

5-48.100 Use of security deposits.

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

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

5-48.110 Diversion of waste.

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

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

5-48.120 Certified recycling facilities.

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

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

5-48.130 Application fee.

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

5-48.140 Reporting.

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

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

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

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

5-48.150 Appeal.

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

5-48.160 Violations.

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

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

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

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

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2018-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 10th day of July 2018, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the X day of XX 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed 5-48 Ordinance Update re C&D Waste Recycling Program (1619 : C&D Recycling Program)

Ordinance No. 2018-x

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

AFFIDAVIT OF POSTING
AND PUBLICATION

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

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

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

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

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

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Proposed 5-48 Ordinance Update re C&D Waste Recycling Program (1619 : C&D Recycling Program)

Chapter 5-48

CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM

Sections:

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

5-48.010 Declaration of purpose.

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

5-48.020 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-48.030 Designated recyclable and reusable materials.

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

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

E. Roofing materials including wood shingles as well as asphalt, stone, and slate based roofing material.

F. Salvageable materials includes all salvageable materials and structures including, but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs, and appliances.

G. Any other construction or demolition debris that is non-hazardous and available for recycling or reuse.

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

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

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

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

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

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

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

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

5-48.055 Universal Waste Disposal.

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

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

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

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

5-48.070 Exemptions.

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

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

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

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

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

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

5-48.080 Refund of security deposit.

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

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

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

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

5-48.090 Forfeiture of security deposit.

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

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

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

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

5-48.100 Use of security deposits.

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

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

5-48.110 Diversion of waste.

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

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

5-48.120 Certified recycling facilities.

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

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

5-48.130 Application ~~Fee~~fee.

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

5-48.140 Reporting.

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

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

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

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

5-48.150 Appeal.

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

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

5-48.160 Violations.

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