



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
JUNE 25, 2013**

**Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Barbara D. Kogerman, Mayor

**Andrew Blount, Mayor Pro Tempore
Randal Bressette, Council Member**

**Melody Carruth, Council Member
Dore J. Gilbert, M.D., Council Member**

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BRESSETTE

ROLL CALL OF CITY COUNCIL MEMBERS

- 1. PRESENTATIONS AND PROCLAMATIONS**
- 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. MINUTES

3.1 REGULAR MEETING, JUNE 11, 2013

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JUNE 11, 2013, REGULAR MEETING.

4. 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.

4.1 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.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 25, 2013

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$842,659.53.

4.3 ADOPTION OF REVISED FINANCIAL POLICIES

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT THE REVISED CITY COUNCIL POLICY NO. 105 - FINANCIAL POLICIES.

4.4 CIVIC CENTER MANAGEMENT COMMITTEE MEETING TIME

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. 2005-11-22-7, TO CHANGE THE START TIME OF THE CIVIC CENTER MANAGEMENT COMMITTEE MEETINGS."

- 4.5 RENEWED MEASURE M (M2) COMPLIANCE REPORTING TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA), AND ADOPTION OF A RESOLUTION CONFIRMING CIRCULATION ELEMENT CONFORMITY WITH THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS AND OTHER RELATED VERIFICATIONS

RECOMMENDATION: THAT THE CITY COUNCIL: (1) APPROVE THE M2 COMPLIANCE SUBMITTAL TO OCTA; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE CONSISTENCY OF THE CIRCULATION ELEMENT OF THE GENERAL PLAN WITH THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS AND CONFIRMING THE CONTINUATION OF A TRAFFIC IMPACT MITIGATION FEE PROGRAM."

- 4.6 CITY OF LAGUNA HILLS DRAFT 2014-2021 HOUSING ELEMENT

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO SUBMIT THE LAGUNA HILLS DRAFT 2014-2021 HOUSING ELEMENT TO THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

- 4.7 ADOPTION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013/14

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013/14 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE."

- 4.8 ADOPTION OF A RESOLUTION GRANTING APPROVAL OF A WAIVER OF A 60-DAY NOTICE PERIOD TO THE CITY, BY THE COUNTY OF ORANGE, REGARDING A PROPOSED LEASE EXTENSION AND CONTINUED OCCUPANCY BY OC PROBATION, OF APPROXIMATELY 5,614 SQUARE FEET OF OFFICE SPACE AT PROPERTY LOCATED AT 23141 MOULTON PARKWAY, BUILDING C, SUITE 110, PURSUANT TO GOVERNMENT CODE SECTION 25351

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, GRANTING APPROVAL OF A WAIVER OF A 60-DAY NOTICE PERIOD TO THE CITY, BY THE COUNTY OF ORANGE, REGARDING A PROPOSED LEASE EXTENSION AND CONTINUED OCCUPANCY BY OC PROBATION, OF APPROXIMATELY 5,614 SQUARE

FEET OF OFFICE SPACE AT PROPERTY LOCATED AT 23141 MOULTON PARKWAY, BUILDING C, SUITE 110, PURSUANT TO GOVERNMENT CODE SECTION 25351.”

- 4.9 AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS NORTH AMERICA, INC., FOR ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS NORTH AMERICA, INC., FOR ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES AND AUTHORIZE THE CITY MANAGER TO SIGN THE AMENDMENT AND THE CITY CLERK TO ATTEST THERETO.

- 4.10 AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN GROUP, INC., FOR ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN GROUP, INC., AND AUTHORIZE THE CITY MANAGER TO SIGN THE AMENDMENT AND THE CITY CLERK TO ATTEST THERETO.

- 4.11 AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RICHARD FISHER ASSOCIATES FOR ON-CALL LANDSCAPE ARCHITECTURE SERVICES

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RICHARD FISHER ASSOCIATES FOR ON-CALL LANDSCAPE ARCHITECTURE SERVICES AND AUTHORIZE THE CITY MANAGER TO SIGN THE AMENDMENT AND THE CITY CLERK TO ATTEST THERETO.

- 4.12 AWARD OF CONTRACT FOR EL TORO ROAD PAVEMENT REHABILITATION PROJECT, CIP NO. 179, AND RIDGE ROUTE DRIVE PAVEMENT REHABILITATION PROJECT, CIP NO. 172

RECOMMENDATION: THAT THE CITY COUNCIL AWARD THE CONTRACT FOR EL TORO ROAD PAVEMENT REHABILITATION PROJECT, CIP NO. 179, AND RIDGE ROUTE DRIVE PAVEMENT REHABILITATION PROJECT, CIP NO. 172, TO THE APPARENT LOW BIDDER, ALL AMERICAN ASPHALT, IN THE LOW BASE BID AMOUNT OF \$953,953.30, AND AUTHORIZE THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST TO THE CONTRACT DOCUMENTS.

- 4.13 PROGRESS PAYMENT NO. 27 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159, AND APPROVAL OF CONTRACT CHANGE ORDER NO. 7

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE CONTRACT CHANGE ORDER NO. 7 AND PROGRESS PAYMENT NO. 27, IN THE NET AMOUNT OF \$28,679.81, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

5.2 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.

5.3 MINUTES

5.3.1 REGULAR MEETING, JUNE 11, 2013

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JUNE 11, 2013, REGULAR MEETING.

5.4 ADMINISTRATIVE REPORTS

5.4.1 FISCAL YEAR 2013/2014 AND FISCAL YEAR 2014/2015 CAPITAL IMPROVEMENT PROGRAM CONFORMANCE WITH THE GENERAL PLAN

RECOMMENDATION: THAT THE PLANNING AGENCY ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, MAKING A FINDING OF GENERAL PLAN CONSISTENCY FOR THE FISCAL YEAR 2013/2014 AND FISCAL YEAR 2014/2015 PROJECTS OF THE SIX-YEAR CAPITAL IMPROVEMENT PROGRAM."

5.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

6. CITY COUNCIL PUBLIC HEARINGS

6.1 ADOPTION OF THE 2013-15 BIENNIAL BUDGET INCLUDING THE OPERATING BUDGET, DEBT SERVICE, OTHER FUNDING USES AND THE SIX-YEAR CAPITAL IMPROVEMENT PLAN

RECOMMENDATION: THAT THE CITY COUNCIL TAKE THE FOLLOWING ACTIONS: (1) CONDUCT A PUBLIC HEARING REGARDING THE 2013/15 BIENNIAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM, AND OTHER APPROPRIATIONS FOR THE CITY OF LAGUNA HILLS FOR FISCAL YEARS 2013/14-2014/15.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

7.2 Assistant City Manager

7.2.1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NEW CLASSIFICATIONS AND SALARY RANGES AND BENEFITS FOR POSITIONS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NEW CLASSIFICATIONS AND SALARY RANGES AND BENEFITS FOR POSITIONS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION."

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

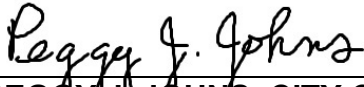
9. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council will be July 09, 2013, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and La Paz Center by June 21, 2013, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

June 21, 2013

DATE

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

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

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

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
JUNE 11, 2013**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Kogerman called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 PM in the Laguna Hills City Council Chamber, 24305 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Council Member Gilbert

ROLL CALL OF CITY COUNCIL MEMBERS

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

Absent: Council Member Bressette

1. PRESENTATIONS AND PROCLAMATIONS

1.1 MUSICAL PRESENTATION - LAGUNA HILLS HIGH SCHOOL DRAMA DEPARTMENT

THE CITY COUNCIL RECEIVED A MUSICAL PERFORMANCE FROM THE LAGUNA HILLS HIGH SCHOOL DRAMA DEPARTMENT'S CAST OF LES MISERABLES ENTITLED: "ONE DAY MORE."

1.2 RECOGNITION OF LAGUNA HILLS AYSO REGION 1422 WINNING TEAMS - SPRING SEASON AND TOURNAMENT

MAYOR KOGERMAN PRESENTED CERTIFICATES OF RECOGNITION TO LAGUNA HILLS AYSO REGION 1422 COACHES AND TEAM MEMBERS FOR THE 2013 SPRING SEASON AND TOURNAMENT.

1.3 CERTIFICATE OF RECOGNITION, AMANDA JAFFE, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE SPRING 2013 SEMESTER

MAYOR KOGERMAN PRESENTED A CERTIFICATE TO AMANDA JAFFE RECOGNIZING HER SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

1.4 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON AMANDA JAFFE.

1.5 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

THE CITY COUNCIL RECEIVED AN ORAL PRESENTATION FROM COMMITTEE MEMBERS KAREN ROBBINS AND EVAN GOST ON THE CITY'S MEMORIAL DAY HALF MARATHON EVENT.

2. PUBLIC COMMENTS**CALIFORNIA 45TH CONGRESSIONAL POLITICS**

Greg Rath, Mission Viejo, invited the Mayor and Council Members to his event on Saturday, June 15, 2013, where he would be announcing his candidacy for the 45th Congressional District.

LAGUNA HILLS HIGH SCHOOL GRAD NIGHT PREVIEW EVENT INVITATION

Meg Gorham, Laguna Hills, invited the Mayor, Council Members, and staff, to the Laguna Hills High School Grad Night Preview Event to be held on Tuesday, June 18, 2013, from 5:00 – 7:00 PM.

3. MINUTES**3.1 REGULAR MEETING, MAY 28, 2013**

MOTION TO APPROVE THE MINUTES OF THE MAY 28, 2013, REGULAR MEETING, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT.

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

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, WITH COUNCIL MEMBER CARRUTH REMOVING ITEM NO. 4.7, AND CITY MANAGER REMOVING ITEM NOS. 4.6 AND 4.5, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT.

APPROVED BY A VOTE OF 4-0-1.

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

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

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 11, 2013

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$316,627.95.

4.3 PROGRESS PAYMENT NO. 26 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 26, IN THE NET AMOUNT OF \$1,454.50, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

4.4 AMENDMENT NO. 2 TO STREET SWEEPING CONTRACT SERVICES AGREEMENT FOR CITY-WIDE STREET SWEEPING

THE CITY COUNCIL APPROVED AMENDMENT NO. 2 TO STREET SWEEPING CONTRACT SERVICES AGREEMENT FOR CITY-WIDE STREET SWEEPING WITH JONSET CORPORATION, DBA SUNSET PROPERTY SERVICES, AND AUTHORIZED THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THERETO.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4.5 PASEO DE VALENCIA TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 168A, AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH HARTZOG & CRABILL, INC., AND PURCHASE OF EQUIPMENT

Mayor Kogerman asked Public Services Director Rosenfield for clarification on this item. Public Services Director Rosenfield recommended approving the item, with the following appended to the recommendation: "and authorize the purchasing officer to purchase the equipment."

THE CITY COUNCIL APPROVED AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARTZOG AND CRABILL, INC., AUTHORIZED THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THERETO, AUTHORIZED THE SOLE SOURCE PURCHASE OF SPECIFIED EQUIPMENT, AND AUTHORIZED THE PURCHASING OFFICER TO PURCHASE THE EQUIPMENT, BY M/MAYOR PRO TEMPORE BLOUNT, S/COUNCIL MEMBER CARRUTH.

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

4.6 AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH OROS CONSULTING SERVICES, LLC, FOR INFORMATION TECHNOLOGY SUPPORT

City Manager Channing indicated this item was pulled for clarification to the recommendation as follows: "That the City Council approve Amendment No. 1 to the Consulting Services Agreement with Oros Consulting Services, LLC, for information technology support and consulting services and authorize the City Manager to execute and the City Clerk to attest thereto.

THE CITY COUNCIL APPROVED AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT WITH OROS CONSULTING SERVICES, LLC, FOR INFORMATION TECHNOLOGY SUPPORT AND CONSULTING SERVICES AND AUTHORIZED THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THERETO, BY M/MAYOR PRO TEMPORE BLOUNT, S/COUNCIL MEMBER CARRUTH.

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

4.7 LUMP SUM PAYOFF OF CALPERS EMPLOYER SIDE FUND

Council Member Carruth removed this item from the Consent Calendar to ask for more detailed information from the Assistant City Manager.

Assistant City Manager White indicated this issue was discussed at the May 7, 2013, budget study session, to recommend the payoff of a side fund created in 2003. By doing this, the City's total unfunded liability, which was approximately \$1.2 million, is reduced by half, drops the City's rate from 11.738 down to 9.2, and may well be one of the lowest for miscellaneous employees in Orange County.

THE CITY COUNCIL APPROVED THE LUMP SUM PAYMENT TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS), IN THE AMOUNT OF \$577,805, SUFFICIENT TO ELIMINATE THE EMPLOYER SIDE FUND ATTRIBUTABLE TO RISK POOLING AS OF THE MOST RECENT VALUATION DATE, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT.

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

5. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:12 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

Absent: Agency Member Bressette

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, MAY 28, 2013

MOTION TO APPROVE THE MINUTES OF THE MAY 28, 2013, REGULAR MEETING, BY M/AGENCY MEMBER GILBERT, S/AGENCY MEMBER CARRUTH.

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

5.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 8:13 PM. All Council Members were present, with the exception of Council Member Bressette.

6. CITY COUNCIL PUBLIC HEARINGS

There were no Public Hearings.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

7.2 Assistant City Manager

7.2.1 CITY VIEWS AND COMMUNITY SERVICES ACTIVITY GUIDE

THE CITY COUNCIL DIRECTED STAFF: (1) TO PROCEED WITH REDUCING THE CITY VIEWS SECTION OF THE CITY'S NEWSLETTER; (2) TO ISSUE REQUESTS FOR PROPOSALS FOR PRINTING AND GRAPHIC DESIGN SERVICES; AND (3) AUTHORIZED THE CITY MANAGER TO EXTEND THE EXISTING CONTRACT WITH FAUBEL PUBLIC AFFAIRS FOR THREE MONTHS, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

7.3 Public Services Director/City Engineer

7.3.1 GRANT OF EASEMENT TO SAN DIEGO GAS & ELECTRIC COMPANY ALONG THE EASTERLY SIDE OF ALISO HILLS DRIVE NORTHERLY OF LA PAZ ROAD

CITY MANAGER CHANNING INDICATED THAT THIS ITEM WAS BEING CONTINUED TO A FUTURE CITY COUNCIL MEETING, AS THE EASEMENT NEEDED SIGNIFICANT CHANGES.

7.3.2 EQUESTRIAN TRAIL CROSSING ENHANCEMENTS AND TRAFFIC SAFETY IMPROVEMENTS

Jim Anderson, Laguna Hills, spoke on the equestrian trail crossing enhancements recommended for Nellie Gail.

THE CITY COUNCIL: (1) ADOPTED RESOLUTION NO. 2013-06-11-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DESIGNATING THE INTERSECTION OF NELLIE GAIL ROAD AND GALLUP CIRCLE AS A STOP INTERSECTION AND AUTHORIZING INSTALLATION OF STOP SIGNS ON NELLIE GAIL ROAD AT GALLUP CIRCLE; AND (2) APPROVED THE PROPOSED EQUESTRIAN CROSSING ENHANCEMENTS AS DESCRIBED HEREIN, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

7.4 Chief of Police Services

7.4.1 TRAFFIC SAFETY AND ENFORCEMENT

THE CITY COUNCIL RECEIVED AND FILED THE REPORT, BY M/MAYOR PRO TEMPORE BLOUNT, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

7.4.2 FY 2013-2014 LAW ENFORCEMENT SERVICES AGREEMENT

THE CITY COUNCIL APPROVED THE FY 2013-2014 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZED THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST THERETO, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR KOGERMAN. APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

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

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

9. CITY COUNCIL MEMBER COMMENTS

COUNCIL MEMBER CARRUTH

Council Member Carruth asked Public Services Director Rosenfield what procedure was used by the utility company to determine shelf life of wooden utility poles.

Public Services Rosenfield indicated that the poles on Cabot Road were owned and operated by San Diego Gas and Electric and the poles were expected to last up to fifty years. Mr. Rosenfield stated he would ask the company to inspect the poles and make sure they were in appropriate condition. Mr. Rosenfield indicated that the underground funds, which San Diego Gas and Electric provided, were very small and not adequate to fund the installation of underground utilities.

Council Member Carruth reported on her attendance, along with Mayor Kogerman, at the Orange County Peace Officers Memorial Ceremony, held on May 29, 2013, in Tustin.

Council Member Carruth reported on her attendance at a recent Court of Honor Ceremony honoring six Laguna Hills Boy Scouts that received their Eagle Scout Awards where she presented Certificates to the Boy Scouts.

Council Member Carruth gave an update on the recent closure of the San Onofre Nuclear Generating Station.

MAYOR PRO TEMPORE BLOUNT

Mayor Pro Tempore Blount reported on his trip on board the USS Ronald Regan Aircraft Carrier, 45 miles off the coast of Coronado, California, on June 7-8, 2013.

MAYOR KOGERMAN

Mayor Kogerman stated that an erroneous press release had reported that ten human cases of West Nile Virus had been identified in the County. Mayor Kogerman indicated the correct information was that ten sites had been identified where mosquitoes tested positive for West Nile Virus. Mayor Kogerman reminded everyone to eliminate standing water where mosquitoes breed, or contact the OC Vector Control District to report standing water.

Mayor Kogerman indicated that she finished four months of Saturday morning "Meet with the Mayor" sessions. Mayor Kogerman indicated that these meetings had been very productive and that she may resume the meetings in September.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Kogerman declared the meeting adjourned at 9:58 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF _____.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER

ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 25, 2013.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$842,659.53.

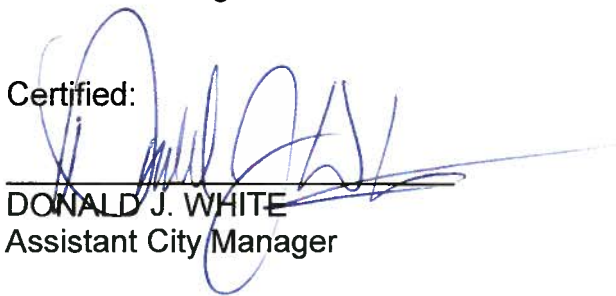
SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

6-20-13
DATE

FISCAL IMPACT:

The warrant register total is \$842,659.53.

ATTACHMENTS:

- 1. Warrant Register**

CITY OF LAGUNA HILLS
WARRANT REGISTER
June 25, 2013

6/25/2013 ITEM NO. 4.2

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:				
AT&T- CALNET 2		Communication Expense, Alarm System, 2-Way Line, Switchboard, Modem, T-1 Line and Traffic Control, May '13	8805494	\$ 2,244.85
AT&T MOBILITY		Wireless Service, May '13	8805492	60.92
BANK OF AMERICA		Departmental Operating Expenditures, May '13	8805510	13,889.95
CHANNING, BRUCE		Travel Reimbursement, Administrative Services, May '13	8805522	50.00
CHANTARANGSU, DAVID		Travel Reimbursement, Community Development, May '13	8805523	267.25
COSTCO/CAPITAL ONE COMMERCIAL		Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '13	8805519	124.68
COX COMMUNICATION		Wi-Fi Service, Community Center, Jun '13	8805525	130.00
CYBERSOURCE CORPORATION		eCommerce Payment Gateway Service, Online Permits, Community Development, May '13	8805526	29.00
EL TORO WATER DISTRICT		Water Usage, Parks, Apr '13	8805495	12,021.00
FR CONSTRUCTION, INC.		Refund, C&D Deposit, CR# 45956	8805496	5,000.00
GUADAGNO & SONS AMUSEMENTS		Program Expense Deposit, 4th of July Event, Community Services	8805531	4,500.00
JIN KOU DIRECT, LLC.		Refund, SDPA Fees, CR# 46051	8805497	237.50
LANDMARK CUSTOM LANDSCAPE		Refund, Pool Bond, CR# 45719	8805498	500.00
MARTIN-RUSK, DINA		Contract Instructor Fee, Zumba Spring Session, Community Services	8805543	291.20
MOBILE MINI, INC.		Storage Rental Fee, Community Services, Jun '13	8805545	83.16
MOULTON NIGUEL WATER DISTRICT		Water Usage, Parks, May '13	8805499	17,710.88
NADEL ARCHITECTS		Refund Fire Fees, CR# 46152, 46215 and 46216	8805500	4,754.20
OROS CONSULTING SERVICES, LLC		Professional Services, Computer Consulting Services, May '13	8805501	4,875.00
RALPHS GROCERY COMPANY		Program Supplies, Community Services, May '13	8805551	176.87
REFUND, FACILITY RENTAL DEPOSIT		A. Zia, V# 2002806.002	8805552	250.00
REFUND, FACILITY RENTAL DEPOSIT		I. Farias, V# 2002805.002	8805553	500.00
SAN DIEGO GAS & ELECTRIC		Electric Usage, Street Lights, May '13	8805502	12,451.20
SOUTHERN CALIFORNIA EDISON		Electric Usage, Street Lights and Traffic Control, May '13	8805503	892.87
SOUTHERN CALIFORNIA EDISON		Electric Usage, Street Lights and Traffic Control, May '13	8805559	8,750.43

CITY OF LAGUNA HILLS
WARRANT REGISTER
June 25, 2013

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
SPRINT	Communication Expense, Community Services, May '13	8805560	147.22
TARGET STORES	Program Supplies, Community Services, Apr - May '13	8805504	34.08
VERIZON WIRELESS	Communication Expense, May '13	8805564	715.98
VOYAGER FLEET SYSTEMS, INC.	Vehicle Fuel, May '13	8805505	961.40
WELLS FARGO FINANCIAL LEASING	Lease - Copier, Community Center, Jul '13	8805565	572.92
WINEBERG, DAVID	Claim Settlement Agreement	8805506	142.85
Total Prepaid Warrants:			\$ 92,365.41
REGULAR WARRANTS:			
A. C. LANDSCAPE, INC.	Water Management Services, Irrigation Repairs, Jun '13	8805507	\$ 110.00
ALL CITY MANAGEMENT, INC.	Crossing Guard Services, 05/05/13 - 06/01/13	8805508	6,657.60
ATHALYE CONSULTING ENGINEERING	Professional Services, La Paz Widening @ I-5 CIP # 159	8805509	360.00
BEAR COMMUNICATIONS, INC.	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '13	8805511	358.32
BEE MAN, THE	Bee Removal, Parks, May '13	8805512	175.00
BIG TOP RENTALS	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '13	8805513	3,822.90
BLUEPRINT TECHNOLOGIES	Computer Wiring Wi-Fi Project, Community Center, May '13	8805514	557.50
BUCKNAM & ASSOCIATES, INC.	Professional Services, Pavement Management System Update, May '13	8805515	4,990.56
C&D ELECTRIC, INC.	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '13	8805516	923.90
C2 REPROGRAPHICS	Printing Expense, Ridge Route Pavement Rehabilitation CIP # 172 and El Toro Road Pavement Rehabilitation CIP # 179	8805517	610.31
CALIFORNIA OFFICE SYSTEMS	Usage - Copier, City Hall, May '13	8805518	309.28
CARL WARREN & COMPANY	Processing Fee, Small Claims, Feb - May '13	8805520	1,652.28
CARSON, ANTHONY D.	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '13	8805521	200.00
COMPLETE OFFICE OF CALIFORNIA	Office and Operating Supplies, Community Center, May '13	8805524	346.92
DUNBAR ARMORED, INC.	Courier Fee, Armored Transport, Jun '13	8805527	108.89
ECONOLITE CONTROL PRODUCTS, INC.	Software Support, Centracs Traffic Signal System, FY 13/14	8805528	2,860.93

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 25, 2013**

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
G. NEIL COMPANIES		Office Supplies, Administrative Services, Jun '13	8805529	64.99
GREEN MART, INC.		Operating Supplies, Parks, Jun '13	8805530	1,026.00
HAAKER EQUIPMENT COMPANY		Maintenance, Equipment, Community Center, May '13	8805532	1,280.63
HARRINGTON GEOTECH ENGINEERING		Professional Services, Ridge Route Pavement Rehabilitation CIP # 172	8805533	100.00
HEART OF GOLD FOUNDATION, INC.		Contract Instructor Fee, Cooking Class Spring Session, Community Services	8805534	168.00
IGI'S LANDSCAPE SERVICES		Professional Services, Weed Abatement, Jun '13	8805535	30,895.30
IRV SEAVER MOTORCYCLES		Motorcycle Maintenance, Police Services, May '13	8805536	1,358.37
JAMEY CLARK, INC.		Miscellaneous Park Repairs, Janitorial Services and Graffiti Removal, May '13	8805537	4,414.77
JOE DONALDSON DESIGNS		Program Expense, 1/2 Marathon and 5K Event, Community Services, May '13	8805538	350.00
KOSMONT COMPANIES		Professional Services, Economic Development, May '13	8805539	10,794.79
LINDY OFFICE PRODUCTS		Operating Supplies, Jun '13	8805541	45.81
LUCY, STEVEN		Program Expense, Community Services, Jun '13	8805542	450.00
MEDLOCK, GEORGE		Contract Instructor Fee, Drumming Spring Session, Community Services	8805544	252.00
MURRAY, LUCIE		Program Expense, 1/2 Marathon and 5K Event, Community Services, May '13	8805546	250.00
NIEVES LANDSCAPE, INC.		Monthly Landscape Services, Jun '13	8805547	74,238.05
OFFICE SOLUTIONS		Office and Operating Supplies, Jun '13	8805548	940.73
ORANGE COUNTY FIRE AUTHORITY		Remittance, Fire Fees Collected, May '13	8805549	4,312.00
ORANGE COUNTY REGISTER-FREEDOM		Legal Advertising, City Clerk, May '13	8805550	1,041.96
ORANGE COUNTY TREASURER		Law Enforcement Services, Jun '13	8805540	487,449.60
ORANGE COUNTY TREASURER		Traffic Signal Maintenance, Oct '12 - Jan '13	8805563	48,162.92
RIPPETOE MILES, LLP		Professional Services, Claims, Legal Fees, May '13	8805554	27,654.30
SECURE LIVE SCAN		Pre-employment Fingerprinting, May '13	8805555	15.00
SEMA CONSTRUCTION, INC.		Progress Payment #27, La Paz Widening @ I-5 CIP # 159	8805556	28,679.81
SOUND CONNECTION		Program Expense, 1/2 Marathon and 5K Event, Community Services, May '13	8805557	200.00
SOUTH COAST WATERS		Facility Maintenance, Water Feature, Community Center, Jun '13	8805558	475.00
STATE DEPARTMENT OF JUSTICE		Pre-employment Fingerprinting, May '13	8805561	32.00

CITY OF LAGUNA HILLS
WARRANT REGISTER
June 25, 2013

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
STUDIO TWO BLACK DIAMOND	Printing Services, Jun '13	8805562	189.00
WEUSTE, LINDA	Expo Program Design Services, 1/2 Marathon and 5K Event, Community Services, May '13	8805566	300.00
XEROX CORPORATION	Usage - Copier, City Hall, Apr - May '13	8805567	1,108.70
Total Regular Warrants:			\$ 750,294.12
**WARRANT REGISTER TOTAL **			\$ 842,659.53



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: ADOPTION OF REVISED FINANCIAL POLICIES

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT THE REVISED CITY COUNCIL POLICY NO. 105 - FINANCIAL POLICIES.

SUMMARY:

As part of the development of the City's 2013-15 Biennial Budget, staff is recommending revisions to City Council Policy No. 105 – Financial Policies. These policies were last revised in March of 2007. This is a comprehensive update with the intent of memorializing the City's current practices and incorporating other best practices, new GASB standards and changes in law. The City Council discussed a draft revised policy at the May 7, 2013 Budget Study Session and provided feedback to staff. Staff is recommending adoption of the attached revised Financial Policies.

BACKGROUND:

The purpose of the revised financial policies is to provide an updated framework and direction for financial planning and decision making by the City Council and City staff. These revised policies are designed to ensure the financial integrity of the City. Furthermore, the revised policies establish financial parameters to guide the budget development and deliberation process, safeguard financial assets, and maintain the City's strong financial condition.

The emphasis in these policies is that the long-term implications of financial decisions are fully understood and taken in account in the decision-making process. These policies will continue to be reviewed by the City Council during each of the Biennial Budget development processes.

The following is a summary of the substantive revisions staff is recommending to the City Council:

Section A – Budgeting

Paragraph 4 has been changed to reflect the fact that the City may not provide public input at the beginning of the budget process through the biennial citizen survey. While the City Council may authorize future citizen surveys, it should be recognized that absent a citizen survey, public input will be limited to budget study sessions and the final public hearing when the budget is adopted.

Paragraphs 6 and 7 have been revised to acknowledge the City's current practice of including Measure M fairshare revenue and the Citizen's Option for Public Safety (COPS) funding in the calculation of the City's operating ratio. This practice was approved by the City Council in the development of the 2009-11 Biennial Budget and after the voter approved, 30-year extension of Measure M.

At the May 7, 2013, Budget Study Session, staff had proposed lowering the operating ratio from 1.1 to 1.07 to 1. After hearing concerns expressed by some Council members, staff is recommending that the City stay with the 1.1 to 1 ratio as a goal to strive to achieve and maintain.

Section C – Accounting, Auditing and Financial Reporting

Paragraph 3 has been changed to increase from five to six years the maximum time an independent auditor can be engaged by the City before a new selection process is undertaken. This change is intended to bring the City's practice in line with recent changes in State law.

Section D – Cash Management, Investments and Banking Relations

Paragraph 3 has been revised to increase the time from every five years to every ten years when the City must conduct a competitive public request for proposal process in the selection of the City's primary bank. The current policy does not require the City to change banks and historically, the City has used the same bank for about ten years. The new policy does not prevent the City from conducting a competitive selection process earlier if the City is not satisfied with the bank's performance.

Section E – Debt Management

Paragraph 6 has been changed for the same reasons Paragraphs 6 and 7 were changed in Section A (see explanation above).

Paragraph 9 has been revised to add the word “implied” to the City’s underlying General Fund rating. The City’s underlying rating is in fact implied and not explicit since the City has historically chosen to not pay rating agencies for an explicit underlying rating.

Section F – Revenue and Expenditures

Paragraph 5 was changed as a result of a clerical error in the current policies. At a cost of about \$35,000 it is cost prohibitive to conduct a comprehensive fee study every two years. Staff is recommending that a fee study be conducted every seven years. Such a fee study is included in the proposed budget for 2014-15.

Section G – Fund Balance

This is a new section that was added to ensure the City is in compliance with GASB Statement No. 54 pertaining to fund balance definitions.

Section H – Reserves (formerly Section G)

Paragraph 1 has been revised to ensure consistency with GASB 54 in the calculation of the City’s primary fund balance reserve policy. In addition, a secondary fund balance ratio based on unassigned fund balance was added as additional security against unforeseen events. At the May 7, 2013, Budget Study Session, staff had proposed lowering the primary fund balance ration from 40% to 35%. After hearing concerns expressed by some Council members, staff is recommending that the City stay with the 40% ratio.

Paragraph 2 has been modified to strengthen the City’s capital replacement and long term maintenance reserve practices for public facilities and comply with GASB 54 fund balance definitions.

Paragraph 4 has been deleted in its entirety. The City is no longer self-insured for workers’ compensation.

Paragraph 6 has been revised to ensure that the City is always current with the most recent GASB statements pertaining to the measurement and recognition of pension expenditures and related assets and liabilities.

Section I – Employee Compensation (formerly Section H)

Paragraph 2 has been revised to be consistent with the Memorandum of Understanding between the City and the Laguna Hills City Employees Association. The paragraph now applies to non-management employees only.

FISCAL IMPACT:

There is no direct fiscal impact associated with the adoption of these revised policies.

ATTACHMENTS:

- Revised Financial Policies
- Redline changes to current Financial Policies

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

SUBJECT: FINANCIAL POLICIES
POLICY No. 105

Effective Date: July 1, 2013
Last Revision: March 13, 2007

PURPOSE:

Provide the framework and direction for financial planning and decision making by the City Council and City staff. These policies are designed to ensure the financial integrity of the City and a service delivery system that addresses the needs and desires of the citizens of Laguna Hills.

These policies establish financial parameters that will guide the budget development and deliberation process, safeguard financial assets, and maintain the City's strong financial condition.

BACKGROUND:

These policies have been designed to safeguard financial assets, maintain the integrity of financial and accounting systems, and ensure the long-term fiscal viability of the City. The emphasis in these policies is that the long-term implications of financial decisions are fully understood and taken into account in the decision-making process. These policies will be reviewed by the City Council at the beginning of each biennial budget development process.

POLICY:

A. BUDGETING

1. The City Manager shall present a proposed budget to the City Council on a biennial basis to be adopted no later than June 30th preceding the commencement of the two-year budget cycle. The budget will be prepared, presented, and administered by the City Manager and Assistant City Manager/Finance Director. It will serve as the policy document of the City Council for implementing City Council goals and objectives.
2. The City will maintain a long-range fiscal perspective through the use of a two-year operating budget, six-year Capital Improvement Plan, and an Eight-Year Resource Allocation Plan. The Budget will be developed and adopted with a sharp focus on long-term financial solvency and compliance with these Financial Policies.
3. The budget is a resource-allocation document and serves as the financial plan for the City. It will serve as the policy document of the City Council and will provide policy direction to the City Manager in the areas of desired service levels and funding priorities.

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FINANCIAL POLICIES

4. Opportunities will be provided for public input during the City Council's public review and budget adoption process. Although not required by State or local laws, the City will hold a noticed public hearing prior to the adoption of the budget.
5. The budget document will be prepared so that it: (1) facilitates public study and (2) effectively communicates key economic issues and fiscal policies. Assumptions for underlying revenue sources and expenditure estimates will be explained and documented.
6. It is the City's policy to fund current year operating expenditures with current year operating revenues. In the budget proposal presented by the City Manager, recurring revenues shall meet or exceed recurring expenditures for ongoing operations. The City will strive to achieve and maintain an operating revenues-to-operating expenditures ratio of 1.1 to 1 or greater.

The formula for calculating this ratio is:

$$\frac{\text{Operating Revenues}^{(1)} + \text{Enterprise Fund Net Cash Flow}}{\text{Operating Expenditures} + \text{Direct Net Debt Service}}$$

(1) *For the purpose of this calculation, Operating Revenues shall include interest earnings which shall be limited to a maximum of 10% of Operating Revenues.*

7. No one-time, non-recurring revenues or Gas Tax revenues may be used in determining the ratio defined in paragraph 6 of this section. In the event this ratio is impossible to maintain without cuts in service levels, the City Manager will present recommended actions to the City Council.
8. The City Council may authorize the use of reserves and/or non-recurring revenues to balance the budget when unforeseen events occur that reduce the City's recurring revenues, and to direct the City Manager to make budgetary recommendations that will re-balance the budget within a specified timeframe.
9. All budgetary procedures will conform to state regulations and Generally Accepted Accounting Principles (GAAP) for governmental agencies.
10. The City's budget will be presented by department with a logical breakdown of programs. The budget format will clearly outline the major service areas and the associated expenditures.
11. The budgeting process will include quarterly reports to the City Council and will include budgetary status and compliance. The City Manager will notify the City Council whenever changing operations or economic developments require corrective budgetary modifications. The City Manager shall also inform the City Council if operating revenues are projected to decrease by more than 10% from the adopted Budget.
12. All appropriations in the Operating Budget will be automatically carried over from the first year to the second year of the two-year budget period.
13. Departmental budget control shall be the responsibility of the Department Head. Department Heads shall, with the concurrence of the Assistant City

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Manager/Finance Director, have the authority to move appropriations between line items within their departmental budgets. At the discretion of the City Manager, expenditures may be moved from one department to another, or between funds within the Operating Budget.

14. At the discretion of the City Manager, expenditures may be moved from one capital improvement project to another within the adopted Capital Improvement Plan.
15. During the budget cycle, special circumstances may require an increase in the appropriations established in the adopted budget and would require a budget amendment. These may include:
 - a) changes to spending priorities;
 - b) increase in operating or capital expenditures;
 - c) decrease in operating revenues.
16. City Council approval is required to increase the total sum of the appropriations made for the Operating Budget or the Capital Improvement Plan from the adopted Budget Resolution. City Council approval is also required to move appropriations between the Operating Budget and the Capital Improvement Plan.

B. CAPITAL PLANNING

1. The purpose of the Capital Improvement Plan is to systematically plan, schedule, and finance capital projects as approved and prioritized by the City Council. The Capital Improvement Plan will be a six-year plan and will include major rehabilitation costs to existing infrastructure and facilities, as well as the cost of new facilities or capital improvements. Staff will inventory and assess the condition of all major capital assets every two years and make recommendations to the City Council regarding any modifications to the Capital Improvement Plan as part of the budget development process.
2. Capital projects will include projected changes in operating and maintenance costs, work force requirements, productivity, and risk management considerations.
3. A capital improvement project shall be established for all projects greater than \$100,000 with an expected useful life of at least 3 years that also meet the definition of a public project per Section 22002 of the State Public Contracts Code. These include projects involving construction, reconstruction, alteration, renovation, improvement, demolition or major repair work. This excludes routine, recurring and usual work for the preservation, protection, or maintenance of publicly owned land, improvements and equipment.
4. For purposes of this policy, the scope of a proposed capital improvement project may be defined as the work to be undertaken at a single location. However, if work at a specific location would not otherwise meet the cost threshold for establishing a separate capital improvement project and similar work is to take

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FINANCIAL POLICIES

place at other locations(s) during the six-year plan, then all such similar work shall be defined as one capital improvement project.

5. The Capital Improvement Plan process will realistically assess potential future revenues and avoid commitments for projects that lack economic feasibility. The Capital Improvement Plan will recognize the borrowing limitation of the City and the debt tolerance of the City as a whole.
6. All budgeted capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

C. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

1. The City's accounting and financial reporting systems shall be maintained in accordance with generally accepted accounting principles (GAAP) and other standards promulgated by the Governmental Accounting Standards Board (GASB).
2. The City shall prepare an annual report, in a Comprehensive Annual Financial Report (CAFR) format, which shall conform to the reporting standards established by the Governmental Accounting, Auditing and Financial Reporting (GAFR).
3. The annual financial report will be audited each year by an independent auditor. A new independent auditor shall be selected competitively, through a formal public request for proposal process, at least every six years pursuant to State law.
4. An Audit Committee shall be formed consisting of the City Manager, or his designee, and two Council Members for the purpose of providing a direct line of communication between the auditor and the City Council. The City Attorney shall be available to advise the Audit Committee.

D. CASH MANAGEMENT, INVESTMENTS, AND BANKING RELATIONS

1. Investments and cash management will be the responsibility of the Deputy Treasurer/Finance Director under the direction of the City Manager/Treasurer.
2. In accordance with Section 53646 of the Government Code, the City Council will review and update annually a specific investment and portfolio policy. The primary purpose of this policy is to set forth the City's investment philosophy and objectives. The City's investment objectives are: safety; compliance with Federal, State and local laws; liquidity; and yield. The policy also specifically outlines authorized investments, the acceptable percentages and maximum maturities allowed for each investment instrument and the criteria used to determine qualified depositories/dealers.
3. In the selection of banking services, a competitive public request for proposal process will be used at least every ten years.

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E. DEBT MANAGEMENT

1. The most appropriate use of debt financing is for the purchase or construction of major capital facilities that will serve as a long-term community asset. In this instance, the use of a long-term debt instrument can spread the acquisition and construction costs of the facility over the period of years during which it will be used by the community. On the one hand, today's taxpayers need not pay for benefits enjoyed by others in the future. On the other hand, current residents should not burden their successors with costs that exceed the benefits of aging facilities.
2. The City will not use long-term debt financing for any recurring purpose such as current operating and maintenance expenditures.
3. The City's debt management shall conform to all other budgeting and financial reporting policies where applicable. All debt issuance shall comply with Federal and State requirements.
4. The term of any City debt issue shall not exceed the useful life of the assets being acquired or constructed by the debt issue.
5. Accompanying each debt issue will be an assessment of the City's capacity to repay the debt. The assessment will address the effects on the current Operating Budget, Capital Improvement Plan, and Eight-Year Resource Allocation Plan. Commitments to future operations, maintenance costs and stable debt retirement sources will also be identified.
6. For all outstanding General Fund debt, the City will not exceed a maximum debt burden of 12% of Operating Revenues. This debt service ratio shall be calculated as follows:

$$\frac{\text{Direct Net Debt Service}^{(1)}}{\text{Operating Revenues}^{(2)} + \text{Enterprise Fund Net Cash Flow}}$$

(1) *Direct Net Debt is defined as any debt service paid by the General Fund and does not include self-supporting debt such as special assessments.*

(2) *For the purpose of this calculation Operating Revenues shall include interest earnings which shall be limited to a maximum of 10% of General Fund Revenues.*

7. In addition, the City shall calculate the Direct Net Debt Per Capita ratio and verify that it falls within the guidelines as recommended by Standard & Poor's bond rating agency to assure that the City maintain the best possible bond rating. The ratio shall be calculated as follows:

$$\frac{\text{Direct Net Debt Outstanding}^{(1)}}{\text{Population}}$$

(1) *Direct Net Debt is defined as debt that is supported by the General Fund. It does not include any self-supporting debt such as special assessments.*

CITY COUNCIL POLICY

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8. No bond issue will be undertaken without consulting appropriate external financial advisers, bond counsel and disclosure counsel. Financial advisers and bond counsel will be selected in a manner consistent with the City's customary practice of hiring professional services.
9. The City will provide full disclosure on every financial report and bond prospectus and will strive to maintain the best possible bond rating on all debt issuances including an AA implied underlying General Fund rating from Standard & Poor's, or its equivalent. Ongoing efforts will be taken to improve and enhance the City's bond rating and the marketability of its debt.

F. REVENUE AND EXPENDITURES

1. The City will maintain a level of expenditures which will provide for the health, safety and welfare of the residents of the community.
2. The City will endeavor to maintain a diversified and stable revenue base to minimize the effects of fluctuations in any single revenue source. Efforts will be directed to optimize existing revenue sources while periodically reviewing potential new revenue sources.
3. The City will project revenues using conventional forecasting methods including trend and statistical analysis. In the case of assumption uncertainty, conservative projections will be utilized based on appropriate and available socio-political and economic factors.
4. Intergovernmental assistance shall be used to finance only those capital improvements that are consistent with the City's Capital Improvement Plan and local government priorities, and whose operation and maintenance costs have been included in operating budget forecasts.
5. User fees shall not exceed the reasonable estimated cost of providing the service (or for administering the regulatory program) for which the fee is charged and shall not be levied for revenue generating purposes. Such costs are to be apportioned so that charges allocated to a payer bear a fair and reasonable relationship to the payer's burdens on or benefits from the service or regulatory activity.

User fees shall be established to ensure that the fees are reasonable, fair, equitable in nature, and are proportionately representative of the costs incurred by the City. The City shall recalculate the full cost of activities supported by user fees to take into account inflation and other cost increases at least every seven years.

6. Direct development processing costs and related administrative expenses shall be totally offset by development fees, whenever possible. However, in the interest of public health, safety and welfare, the City Council may, at its discretion, establish a charge and or fee that does not fully recover the costs of providing the service.

CITY COUNCIL POLICY

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7. The City Manager will provide quarterly reports to the City Council that compares year-to-date actuals with revenue projections. The City Manager will notify the City Council whenever changing operations or economic developments require corrective budgetary measures.
8. Gas tax revenues will be annually earmarked to offset all costs in connection with the City's annual street maintenance program. The City will strive to maintain this program in such a manner that will not require the infusion of General Fund revenues.

G. FUND BALANCE

1. Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.
 - Nonspendable fund balance (inherently nonspendable)
 - Restricted fund balance (externally enforceable limitations on use)
 - Committed fund balance (self-imposed limitations on use)
 - Assigned fund balance (limitation resulting from intended use)
 - Unassigned fund balance (residual net resources)

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is prepaid items. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above.

2. Committed Fund Balance: The City Council may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment.
3. Assigned Fund Balance: These are amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the City Manager, or his/her designee, for the purpose of reporting these amounts in the annual financial statements.
4. Unassigned Fund Balance: These are the residual positive net resources of the general fund in excess of what can properly be classified in one of the other four categories.
5. Restricted fund balance should be spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance are available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, then committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts

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H. RESERVES

1. The City will strive to achieve and maintain a minimum Assigned and Unassigned (hereafter, Unencumbered) Fund Balance Reserve of 40% of the annual operating budget for operating contingencies, emergencies caused by calamitous events, economic uncertainty and to stabilize fluctuations in cash flow requirements. The formula for calculating this ratio is:

$$\frac{\text{Budgeted or Projected Year End Unencumbered Fund Balance}}{\text{Current Operating Expenditures} + \text{Direct Net Debt Service}}$$

The City will also strive to achieve and maintain a minimum Unassigned Fund Balance of 25%. The formula for calculating this ratio will be the same as that above, but will exclude Assigned portions of Fund Balance.

2. In order to meet long-range maintenance and future equipment repair and replacement needs, the City shall maintain Maintenance Reserve Funds for: the Community Center; the Sports Complex; the Civic Center; and park equipment for component parts with a value of over \$ 50,000. The City shall maintain a fiscally responsible funding plan that will fully fund the long-term maintenance and replacement costs of major capital equipment within these facilities.

The City shall conduct a reserve analysis study to determine the amount required to fully fund the Maintenance Reserve at least every seven (7) years. The City will annually assign a portion of fund balance to fully fund the anticipated maintenance and replacement costs for identified components.

3. A Liability Self-Insurance Fund shall be maintained for the purpose of setting aside resources for costs not covered by the City's insurance programs such as claims within the City's self-insurance retention.
4. The City shall maintain a PERS Employer Contribution Stabilization Fund in order to reduce volatility in the employer contribution rates set by PERS. If the City's Actual Required Contribution (ARC) in any given year falls below 9%, the City shall contribute to this stabilization fund the difference between 9% and the City's actual ARC. In years when the actual ARC is above 9%, the City Manager may use monies in the Stabilization Fund to pay for any contribution amounts above 9%. The City Manager will notify the City Council when monies from this fund are used to pay any portion of the City's ARC above 9%.
5. The City shall remain in compliance with the requirement of the Government Accounting Standards Board's (GASB) most current Statements for the accounting and disclosure of information regarding the City's measurement and recognition of pension expenditures and related assets and liabilities.

I. EMPLOYEE COMPENSATION

1. The City has an established employee compensation program that is designed to attract and retain highly qualified individuals who are capable of delivering a

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high level of service in a streamlined organization. The City will continue this commitment to competitive, market-based compensation and pay for performance.

2. For non-management employees, the City will strive to maintain a highly competitive salary and benefits program which sets the top step of salary ranges at 5% above the Comparator Agencies average for each comparable position. The Comparator Agencies are those cities identified in the City's 2011 Comprehensive Compensation Study. The City Manager will annually conduct a survey of comparable positions in the Comparator Agencies and recommend to the City Council salary adjustments in keeping with this policy, or any current Memorandum of Understanding.
3. Salary adjustments within a classification range may be given after the required comprehensive performance appraisal and will be based on merit only.

ATTACHMENTS:

None

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

SUBJECT: FINANCIAL POLICIES
POLICY No. 105

Effective Date: ~~March 13, 2007~~ July 1, 2013

Last Revision: March 13, 2007

PURPOSE:

Provide the framework and direction for financial planning and decision making by the City Council and City staff. These policies are designed to ensure the financial integrity of the City and a service delivery system that addresses the needs and desires of the citizens of Laguna Hills.

These policies establish financial parameters that will guide the budget development and deliberation process, safeguard financial assets, and maintain the City's strong financial condition.

BACKGROUND:

These policies have been designed to safeguard financial assets, maintain the integrity of financial and accounting systems, and ensure the long-term fiscal viability of the City. The emphasis in these policies is that the long-term implications of financial decisions are fully understood and taken into account in the decision-making process. These policies will be reviewed by the City Council at the beginning of each biennial budget development process.

POLICY:

A. BUDGETING

1. The City Manager shall present a proposed budget to the City Council on a biennial basis to be adopted no later than June 30th preceding the commencement of the two-year budget cycle. The budget will be prepared, presented, and administered by the City Manager and Assistant City Manager/Finance Director. It will serve as the policy document of the City Council for implementing City Council goals and objectives.
2. The City will maintain a long-range fiscal perspective through the use of a two-year operating budget, six-year Capital Improvement Plan, and an Eight-Year Resource Allocation Plan. The Budget will be developed and adopted with a sharp focus on long-term financial solvency and compliance with these Financial Policies.
3. The budget is a resource-allocation document and serves as the financial plan for the City. It will serve as the policy document of the City Council and will provide policy direction to the City Manager in the areas of desired service levels and funding priorities.

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4. Opportunities will be provided for public input ~~at the beginning of the budgeting process, as well as~~ during the City Council's public review and budget adoption process. Although not required by State or local laws, the City will hold a noticed public hearing prior to the adoption of the budget.
5. The budget document will be prepared so that it: (1) facilitates public study and (2) effectively communicates key economic issues and fiscal policies. Assumptions for underlying revenue sources and expenditure estimates will be explained and documented.
6. It is the City's policy to fund current year operating expenditures with current year general fund operating revenues. In the budget proposal presented by the City Manager, recurring revenues shall meet or exceed recurring expenditures for ongoing operations. The City will strive to achieve and maintain an general fund operating revenues-to-operating expenditures ratio of ~~at least~~ 1.1 to 1 or greater.

The formula for calculating this ratio is:

$$\frac{\text{General Fund Operating Revenues}^{(1)} + \text{Enterprise Fund Net Cash Flow}}{\text{Operating Expenditures} + \text{Direct Net Debt Service}}$$

- (1) *For the purpose of this calculation, ~~General Fund Operating~~ Revenues shall include interest earnings which shall be limited to a maximum of 10% of ~~General Fund Operating~~ Revenues.*

7. No one-time, non-recurring revenues, or ~~special revenues including~~ Gas Tax ~~revenues and Measure M funds~~, may be used in determining the ratio defined in paragraph 6 of this section. In the event this ratio is impossible to maintain without cuts in service levels, the City Manager will present recommended actions to the City Council.
8. The City Council may authorize the use of reserves and/or non-recurring revenues to balance the budget when unforeseen events occur that reduce the City's recurring revenues, and to direct the City Manager to make budgetary recommendations that will re-balance the budget within a specified timeframe.
9. All budgetary procedures will conform to state regulations and Generally Accepted Accounting Principles (GAAP) for governmental agencies.
10. The City's budget will be presented by department with a logical breakdown of programs. The budget format will clearly outline the major service areas and the associated expenditures.
11. The budgeting process will include quarterly reports to the City Council and will include budgetary status and compliance. The City Manager will notify the City Council whenever changing operations or economic developments require corrective budgetary modifications. The City Manager shall also inform the City Council if operating revenues are projected to decrease by more than 10% from the adopted Budget.
12. All appropriations in the Operating Budget will be automatically carried over from the first year to the second year of the two-year budget period.

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13. Departmental budget control shall be the responsibility of the Department Head. Department Heads shall, with the concurrence of the Assistant City Manager/Finance Director, have the authority to move appropriations between line items within their departmental budgets. At the discretion of the City Manager, expenditures may be moved from one department to another, or between funds within the Operating Budget.
14. At the discretion of the City Manager, expenditures may be moved from one capital improvement project to another within the adopted Capital Improvement Plan.
15. During the budget cycle, special circumstances may require an increase in the appropriations established in the adopted budget and would require a budget amendment. These may include:
 - a) changes to spending priorities;
 - b) increase in operating or capital expenditures;
 - c) decrease in operating revenues.
16. City Council approval is required to increase the total sum of the appropriations made for the Operating Budget or the Capital Improvement Plan from the adopted Budget Resolution. City Council approval is also required to move appropriations between the Operating Budget and the Capital Improvement Plan.

B. CAPITAL PLANNING

1. The purpose of the Capital Improvement Plan is to systematically plan, schedule, and finance capital projects as approved and prioritized by the City Council. The Capital Improvement Plan will be a six-year plan and will include major rehabilitation costs to existing infrastructure and facilities, as well as the cost of new facilities or capital improvements. Staff will inventory and assess the condition of all major capital assets every two years and make recommendations to the City Council regarding any modifications to the Capital Improvement Plan as part of the budget development process.
2. Capital projects will include projected changes in operating and maintenance costs, work force requirements, productivity, and risk management considerations.
3. A capital improvement project shall be established for all projects greater than \$100,000 with an expected useful life of at least 3 years that also meet the definition of a public project per Section 22002 of the State Public Contracts Code. These include projects involving construction, reconstruction, alteration, renovation, improvement, demolition or major repair work. This excludes routine, recurring and usual work for the preservation, protection, or maintenance of publicly owned land, improvements and equipment.
4. For purposes of this policy, the scope of a proposed capital improvement project may be defined as the work to be undertaken at a single location. However, if work at a specific location would not otherwise meet the cost threshold for

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establishing a separate capital improvement project, and similar work is to take place at other locations(s) during the six-year plan, then all such similar work shall be defined as one capital improvement project.

5. The Capital Improvement Plan process will realistically assess potential future revenues and avoid commitments for projects that lack economic feasibility. The Capital Improvement Plan will recognize the borrowing limitation of the City and the debt tolerance of the City as a whole.
6. All budgeted capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

C. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

1. The City's accounting and financial reporting systems shall be maintained in accordance with generally accepted accounting principles (GAAP) and other standards promulgated by the Governmental Accounting Standards Board (GASB).
2. The City shall prepare an annual report, in a Comprehensive Annual Financial Report (CAFR) format, which shall conform to the reporting standards established in by the Governmental Accounting, Auditing and Financial Reporting (GAFR).
3. The annual financial report will be audited each year by an independent auditor. A new independent auditor shall be selected competitively, through a formal public request for proposal process, at least every five six years pursuant to State law.
4. An Audit Committee shall be formed consisting of the City Manager, or his designee, and two Council Members for the purpose of providing a direct line of communication between the auditor and the City Council. The City Attorney shall be available to advise the Audit Committee.

D. CASH MANAGEMENT, INVESTMENTS, AND BANKING RELATIONS

1. Investments and cash management will be the responsibility of the Deputy Treasurer/Finance Director under the direction of the City Manager/Treasurer.
2. In accordance with Section 53646 of the Government Code, the City Council will review and update annually a specific investment and portfolio policy. The primary purpose of this policy is to set forth the City's investment philosophy and objectives. The City's investment objectives are: safety; compliance with Federal, State and local laws; liquidity; and yield. The policy also specifically outlines authorized investments, the acceptable percentages and maximum maturities allowed for each investment instrument and the criteria used to determine qualified depositories/dealers.
3. In the selection of banking services, a competitive public request for proposal process will be used at least every five ten years.

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E. DEBT MANAGEMENT

1. The most appropriate use of debt financing is for the purchase or construction of major capital facilities that will serve as a long-term community asset. In this instance, the use of a long-term debt instrument can spread the acquisition and construction costs of the facility over the period of years during which it will be used by the community. On the one hand, today's taxpayers need not pay for benefits enjoyed by others in the future. On the other hand, current residents should not burden their successors with costs that exceed the benefits of aging facilities.
2. The City will not use long-term debt financing for any recurring purpose such as current operating and maintenance expenditures.
3. The City's debt management shall conform to all other budgeting and financial reporting policies where applicable. All debt issuance shall comply with Federal and State requirements.
4. The term of any City debt issue shall not exceed the useful life of the assets being acquired or constructed by the debt issue.
5. Accompanying each debt issue will be an assessment of the City's capacity to repay the debt. The assessment will address the effects on the current Operating Budget, Capital Improvement Plan, and Eight-Year Resource Allocation Plan. Commitments to future operations, maintenance costs and stable debt retirement sources will also be identified.
6. For all outstanding General Fund debt, the City will not exceed a maximum debt burden of 12% of ~~General Fund~~Operating Revenues. This debt service ratio shall be calculated as follows:

$$\frac{\text{Direct Net Debt Service}^{(1)}}{\text{General Fund}\text{Operating Revenues}^{(2)} + \text{Enterprise Fund Net Cash Flow}}$$

(1) *Direct Net Debt is defined as any debt service paid by the General Fund and does not include self-supporting debt such as special assessments.*

(2) *For the purpose of this calculation ~~General Fund~~Operating Revenues shall include interest earnings which shall be limited to a maximum of 10% of General Fund Revenues.*

7. In addition, the City shall calculate the Direct Net Debt Per Capita ratio and verify that it falls within the guidelines as recommended by Standard & Poor's bond rating agency to assure that the City maintain the best possible bond rating. The ratio shall be calculated as follows:

$$\frac{\text{Direct Net Debt Outstanding}^{(1)}}{\text{Population}}$$

(1) *Direct Net Debt is defined as debt that is supported by the General Fund. It does not include any self-supporting debt such as special assessments.*

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8. No bond issue will be undertaken without consulting appropriate external financial advisers, bond counsel and disclosure counsel. Financial advisers and bond counsel will be selected in a manner consistent with the City's customary practice of hiring professional services.
9. The City will provide full disclosure on every financial report and bond prospectus and will strive to maintain the best possible bond rating on all debt issuances including an AA implied underlying General Fund rating from Standard & Poor's, or its equivalent. Ongoing efforts will be taken to improve and enhance the City's bond rating and the marketability of its debt.

F. REVENUE AND EXPENDITURES

1. The City will maintain a level of expenditures which will provide for the health, safety and welfare of the residents of the community.
2. The City will endeavor to maintain a diversified and stable revenue base to minimize the effects of fluctuations in any single revenue source. Efforts will be directed to optimize existing revenue sources while periodically reviewing potential new revenue sources.
3. The City will project revenues using conventional forecasting methods including trend and statistical analysis. In the case of assumption uncertainty, conservative projections will be utilized based on appropriate and available socio-political and economic factors.
4. Intergovernmental assistance shall be used to finance only those capital improvements that are consistent with the City's Capital Improvement Plan and local government priorities, and whose operation and maintenance costs have been included in operating budget forecasts.
5. User fees shall not exceed the reasonable estimated cost of providing the service (or for administering the regulatory program) for which the fee is charged and shall not be levied for revenue generating purposes. Such costs are to be apportioned so that charges allocated to a payer bear a fair and reasonable relationship to the payer's burdens on or benefits from the service or regulatory activity.

User fees shall be established to ensure that the fees are reasonable, fair, equitable in nature, and are proportionately representative of the costs incurred by the City. The City shall recalculate the full cost of activities supported by user fees to take into account inflation and other cost increases at least every ~~two~~ seven years.

6. Direct development processing costs and related administrative expenses shall be totally offset by development fees, whenever possible. However, in the interest of public health, safety and welfare, the City Council may, at its discretion, establish a charge and or fee that does not fully recover the costs of providing the service.

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7. The City Manager will provide quarterly reports to the City Council that compares year-to-date actuals with revenue projections. The City Manager will notify the City Council whenever changing operations or economic developments require corrective budgetary measures.
8. Gas tax revenues will be annually earmarked to offset all costs in connection with the City's annual street maintenance program. The City will strive to maintain this program in such a manner that will not require the infusion of General Fund revenues.

G. FUND BALANCE

1. Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Nonspendable fund balance (inherently nonspendable)
- Restricted fund balance (externally enforceable limitations on use)
- Committed fund balance (self-imposed limitations on use)
- Assigned fund balance (limitation resulting from intended use)
- Unassigned fund balance (residual net resources)

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is prepaid items. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above.

2. Committed Fund Balance: The City Council may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment.
3. Assigned Fund Balance: These are amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the City Manager, or his/her designee, for the purpose of reporting these amounts in the annual financial statements.
4. Unassigned Fund Balance: These are the residual positive net resources of the general fund in excess of what can properly be classified in one of the other four categories.
5. Restricted fund balance should be spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance are available. Similarly, when an expenditure is incurred for purposes for which amounts in any of

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the unrestricted classifications of fund balance could be used, then committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts.

GH. RESERVES

1. The City will strive to achieve and maintain a minimum Assigned and Unassigned (hereafter, Unencumbered) Fund Balance Reserve of 40% of the annual operating budget for operating contingencies, emergencies caused by calamitous events, economic uncertainty and to stabilize fluctuations in cash flow requirements. The formula for calculating this ratio is:

Budgeted or Projected Year End Unencumbered Fund Balance ⁽⁺⁾

Current Operating Expenditures + Direct Net Debt Service

(1) ~~Net of Reservations (not including any Debt Service Reserve Funds) and any fund balances in those funds established by paragraphs G2, G3, G4, and G5 of these policies.~~

The City will also strive to achieve and maintain a minimum Unassigned Fund Balance of 25%. The formula for calculating this ratio will be the same as that above, but will exclude Assigned portions of Fund Balance.

2. In order to meet long-range maintenance and future equipment repair and replacement needs, the City shall maintain ~~Equipment~~ Maintenance Reserve Funds for: the Community Center; the Sports Complex; the Civic Center; and park equipment for component parts with a value of over in excess of \$ 100,00050,000. The City shall maintain a fiscally responsible funding plan that will fully fund the long-term maintenance and replacement costs of major capital equipment within these facilities.

~~In conjunction with the biennial budget process, t~~The City shall conduct a replacement cost reserve analysis study to determine the amount required to fully fund the ~~Equipment~~ Maintenance Reserve at least every seven (7) years. The City will annually assign a portion of fund balance to set aside an amount that will fully fund the anticipated maintenance and replacement costs ~~over the expected useful life of the capital assetfor identified components~~.

3. A Liability Self-Insurance Fund shall be maintained for the purpose of setting aside resources for costs not covered by the City's insurance programs such as claims within the City's self-insurance retention.
4. ~~The City shall maintain a Workers' Compensation Self Insurance Fund, as specified in Resolution No. 2005-11-22-6 adopted November 22, 2005. The City shall conduct periodic reserve reviews and prepare a report of its findings.~~

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5. The City shall maintain a PERS Employer Contribution Stabilization Fund in order to reduce volatility in the employer contribution rates set by PERS. If the City's Actual Required Contribution (ARC) in any given year falls below 9%, the City shall contribute to this stabilization fund the difference between 9% and the City's actual ARC. In years when the actual ARC is above 9%, the City Manager may use monies in the Stabilization Fund to pay for any contribution amounts above 9%. The City Manager will notify the City Council when monies from this fund are used to pay any portion of the City's ARC above 9%.
6. The City shall remain in compliance with the requirement of the Government Accounting Standards Board's (GASB) most current Statements ~~No. 27~~, for the accounting and disclosure of information regarding the City's measurement and recognition of pension expenditures and related assets and liabilities.

Hi. EMPLOYEE COMPENSATION

1. The City has an established employee compensation program that is designed to attract and retain highly qualified individuals who are capable of delivering a high level of service in a streamlined organization. The City will continue this commitment to competitive, market-based compensation and pay for performance.
2. For non-management employees, The City will strive to maintain a highly competitive salary and benefits program which sets the top step of salary ranges at 5% above the County Comparator Agencies average for each comparable position. The Comparator Agencies are those cities identified in the City's 2011 Comprehensive Compensation Study. The City Manager will annually conduct a market survey of similar comparable positions in Orange County the Comparator Agencies and recommend to the City Council salary adjustments in keeping with this policy, or any current Memorandum of Understanding.
3. Salary adjustments within a classification range may be given after the required comprehensive performance appraisal and will be based on merit only.

ATTACHMENTS:

None



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: PEGGY J. JOHNS
CITY CLERK**

ISSUE: CIVIC CENTER MANAGEMENT COMMITTEE MEETING TIME

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. 2005-11-22-7, TO CHANGE THE START TIME OF THE CIVIC CENTER MANAGEMENT COMMITTEE MEETINGS."

SUMMARY:

On November 22, 2005, the City Council adopted Resolution No. 2005-11-22-7 which established the Civic Center Management Committee ("Committee"). The Civic Center Management Committee provides oversight to the activities and decision making associated with the leasing of office tenant space at the Laguna Hills Civic Center. Section 4 of this Resolution also established the start time for the Committee meeting at one hour prior (6:00 PM) to the second regular City Council Meeting in the months of January, April, July and October. Subsequently, Resolution No. 2007-03-13-1 was adopted which changed the start time of the Committee Meetings to one and one-half hour (5:30 PM) prior to the start of the second City Council Meeting. On February 8, 2011, the City Council adopted Resolution No. 2011-02-08-3, again changing the start time for the Committee meeting back to one hour (6:00 PM) prior to the start of the second regular City Council Meeting in each of the aforementioned months.

On March 26, 2013, the City Council adopted Ordinance No. 2013-1 changing the Closed Session start time for City Council meetings from the end of the Regular Meetings to 6:00 PM (when scheduled), one hour before the start of the General Business Session at 7:00 PM. Because of this change in start time for Closed Session which conflicts with the current start time of 6:00 PM for the Committee meetings, it is necessary to change the start time of the Committee meetings to two hours (5:00 PM) prior to the start of the

General Business Session (7:00 PM) of the second regular City Council meeting in each of the aforementioned months.

ATTACHMENTS:

- Proposed Resolution
- Ordinance 2013-1
- Resolution No. 2005-11-22-7

RESOLUTION NO. 2013-06-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. 2005-11-22-7, TO CHANGE THE START TIME OF THE CIVIC CENTER MANAGEMENT COMMITTEE MEETINGS

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

WHEREAS, on November 22, 2005, the City Council adopted Resolution No. 2005-11-22-7, which established the Civic Center Management Committee ("Committee") meetings, duties, and authority as a standing committee; and

WHEREAS, Section 4 of Resolution No. 2005-11-22-7 established that the Committee shall hold regular meetings in January, April, July, and October, one (1) hour prior to the start of the second (2nd) regular City Council Meeting in each of the aforementioned months; and

WHEREAS, because Ordinance No. 2013-1 changed the start time for City Council closed session meetings from the end of the Regular City Council Meetings to 6:00 PM (when scheduled), which is one hour before the start of the General Business Session at 7:00 PM, a meeting schedule conflict now exists and, as such, the City Council has determined that it is necessary to change the start time of the Committee meetings to two hours prior to the start of the General Business Session (i.e., 5:00 PM) of the second Regular City Council Meetings in each of the aforementioned months.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Section 4 of Resolution No. 2005-11-22-7 is hereby amended in its entirety to read as follows:

"The Committee shall hold regular meetings in January, April, July, and October at 5:00 p.m., prior to the second (2nd) regular City Council Meeting in each of the aforementioned months. Committee meetings shall be held in the Community Development Conference Room of the Laguna Hills City Hall, which is located at the Laguna Hills Civic Center, 24035 El Toro Road, Laguna Hills, California. Special meetings may be called by the Committee Chair.

SECTION 3. This modifying amendment is supplemental to Resolution No. 2005-11-22-7, and all of the provisions thereof unless specifically modified herein shall continue in full force and effect.

SECTION 4. Resolution Nos. 2007-03-13-1 and 2011-021-08-3 are hereby rescinded.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2013.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2013-06-25- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 25th day of June 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

ORDINANCE NO. 2013-1

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, AMENDING AND RESTATING SECTIONS 2-
04.010 AND 2-04.020 OF CHAPTER 2-04 (CITY COUNCIL)
OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF
THE LAGUNA HILLS MUNICIPAL CODE ESTABLISHING
THE DATES, TIMES AND LOCATION OF CITY COUNCIL
REGULAR MEETINGS

WHEREAS, Closed Session meetings of the City Council are currently held as part of the General Business Session during City Council regular meetings, which meetings commence at 7:00 p.m., pursuant to Section 2-04.010 of the Laguna Hills Municipal Code; and

WHEREAS, following a City Council workshop held on February 19, 2013, the City Council now desires to start Closed Session meetings of the City Council at 6:00 p.m., when there is a need to schedule Closed Sessions during City Council regular meetings, which is one hour prior to the start of the General Business Session at 7:00 p.m.

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

SECTION 1. Section 2-04.010 of Chapter 2-04 (City Council) of Title 2 (Administration and Personnel) of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

"The regular meetings of the City Council of the City of Laguna Hills shall be held on the second and fourth Tuesday of each month as follows: at 6:00 p.m. for Closed Session Business and/or Study Sessions, when scheduled, and at 7:00 p.m. for the General Business Session. Notwithstanding the foregoing, Closed Session meetings of the City Council may be scheduled as part of the General Business Session, when necessary, and nothing herein shall operate to preclude the City Council from reconvening into Closed Session as part of the General Business Session for purposes of completing Closed Session discussions in the event the City Council does not complete the Closed Session discussion between 6:00 p.m. and 7:00 p.m."

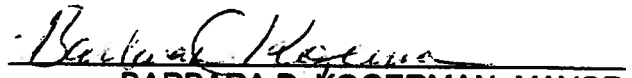
SECTION 2. Section 2-04.020 of Chapter 2-04 (City Council) of Title 2 (Administration and Personnel) of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

"Except as otherwise provided by law, the regular meetings of the City Council shall be held in the Council Chamber of the Laguna Hills City Hall, which is located at the Laguna Hills Civic Center, 24035 El Toro Road, Laguna Hills, California."

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 4. 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 26th day of March 2013.


BARBARA D. KOGERMAN, MAYOR

ATTEST:


PEGGY J. JOHNS, CITY CLERK

RESOLUTION NO. 2005-11-22-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING THE CIVIC CENTER MANAGEMENT COMMITTEE AND DELEGATING CERTAIN AUTHORITY TO THE COMMITTEE AND THE CITY MANAGER

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

WHEREAS, The City of Laguna Hills (the "City") owns and operates a building, common area grounds, and parking lots at 24035 El Toro Road, which contains the Council Chamber, City offices, and other public and private office tenant space (the "Civic Center"); and

WHEREAS, the City Council desires to establish and to delegate certain of its powers and management responsibilities for the Civic Center to a Civic Center Management Committee and City Manager.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS, DETERMINES, AND ORDERS AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The Civic Center Management Committee (the "Committee") is hereby established.

SECTION 3. The Committee shall consist of two (2) Council Members appointed by the City Council, the City Manager, Assistant City Manager, and City Attorney.

SECTION 4. The Committee shall hold regular meetings in January, April, July, and October, one (1) hour prior to the second (2nd) regular City Council Meeting in each of the above-referenced months. Special meetings may be called by the Committee Chair.

SECTION 5. As a standing committee, the Committee and its members shall be governed by the Ralph M. Brown Act (Government Code §54950 *et seq.*), and agendas shall be posted for regular and special meetings as required by the Brown Act. The Committee shall appoint the City Clerk, or her designee, to serve as the Committee Secretary, who shall be responsible for preparing and posting the Committee agendas and for taking meeting minutes.

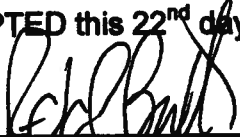
SECTION 6. With regard to the Civic Center, the Committee shall have the power and authority to:

- a. Establish administrative leasing policies.
- b. Review and approve deviations to established leasing policies.
- c. Review financial reports and provide direction to the Property Manager.
- d. Review and recommend to the City Council annual operating and capital budgets.
- e. Establish property building standards and amenities.
- f. Review and recommend Maintenance Standards to the Property Manager.
- g. Review and approve marketing plans.
- h. Review and provide direction to the Property Manager regarding lease renewals, cancellations, foreclosures, and other tenant related matters.
- i. Review and provide recommendations to the City Council regarding claims or legal actions brought against the City for damages, fines, or penalties arising from the operation and maintenance of the Civic Center.
- j. Review and provide recommendations to the City Council regarding the contract with and performance of the Property Manager.
- k. Establish a tenant appeal process and to hear and decide tenant appeals and complaints.
- l. Review and provide recommendations to the City Council on all proposed lease agreements and lease renewal agreements for current and prospective tenants.

SECTION 7. With regard to the Civic Center, the City Manager shall have the authority, upon the advice and recommendations of the Committee to:

- a. Execute minor amendments to existing leases on behalf of the City.
- b. Hire special legal counsel as may be needed (e.g., to handle landlord-tenant disputes), as authorized by the City Council.
- c. Execute a contract with a property management company.

PASSED, APPROVED, AND ADOPTED this 22nd day of November 2005.



RANDAL BRESSETTE, MAYOR

ATTEST:



MARY A. CARLSON, CITY CLERK

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

I, Mary A. Carlson, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2005-11-22-7, adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 22nd day of November 2005, by the following vote:

AYES: Council Members Carruth, Lautenschleger, Songstad, Mayor
 Pro Tempore Scott, and Mayor Bressette

NOES: None

ABSENT: None

ABSTAIN: None

(SEAL)



MARY A. CARLSON, CITY CLERK

LH RESOLUTION re Establishing the Civic Center Management Committee_v1.doc



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: RENEWED MEASURE M (M2) COMPLIANCE REPORTING TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA), AND ADOPTION OF A RESOLUTION CONFIRMING CIRCULATION ELEMENT CONFORMITY WITH THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS AND OTHER RELATED VERIFICATIONS

RECOMMENDATION: THAT THE CITY COUNCIL: (1) APPROVE THE M2 COMPLIANCE SUBMITTAL TO OCTA; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE CONSISTENCY OF THE CIRCULATION ELEMENT OF THE GENERAL PLAN WITH THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS AND CONFIRMING THE CONTINUATION OF A TRAFFIC IMPACT MITIGATION FEE PROGRAM."

SUMMARY:

On November 7, 2006, Orange County voters approved Ordinance No. 3, the Renewed Measure M (M2), for the extension of the one-half cent sales tax for transportation infrastructure. As a part of the M2 program, Orange County local agencies must meet eligibility requirements in order to receive or remain eligible to apply for M2 funds. The eligibility compliance documents are due to the Orange County Transportation Authority (OCTA) by June 30th of each calendar year. The City remains in compliance with all requirements of M2 and the City Council is requested to approve the compliance submittal documents and the adoption of a required Resolution.

BACKGROUND:

Annually, OCTA determines if local jurisdictions are eligible to receive Measure M2 turnback funds and competitive funds. Under M2, local jurisdictions must satisfy several requirements, as outlined in the Renewed Measure M Eligibility Guidelines, in order to remain eligible for these funds as follows:

- Complete the Measure M Eligibility Checklist.
- Complete the Congestion Management Program Checklist (biennially).
- Demonstrate continued funding of street maintenance at the approved Maintenance of Effort level as has been determined for the City.
- Adopt, fund, and update an ongoing local Pavement Management Plan (PMP). The PMP is documented biennially.
- Confirm the General Plan "Circulation Element" (Mobility Element) is consistent with the Orange County Master Plan of Arterial Highways. . In addition, submission of a copy of the City's "street network" map is required. The street network map is from the City's Mobility Element of the General Plan (Exhibit M-1), attached.
- Follow procedural guidelines for the expenditure and accounting of Measure M funds.
- Provide an adopted Seven Year Capital Improvement Program.
- Adopt a required Resolution confirming the compliance of the Circulation Element with the Orange County Master Plan of Arterial Highways and verifying the existence of a traffic impact mitigation fee program.

Submitted for City Council approval, as attachments to this report, are the following documents: the seven year Capital Improvement Program based upon the City's 2013-2015 Fiscal Years Budget, the Maintenance of Effort Reporting Form, the Measure M2 Eligibility Checklist, the Congestion Management Program Checklist, and a Resolution confirming compliance of the Circulation Element of the City's General Plan relative to the Orange County Master Plan of Arterial Highways and proclaiming other related confirmations including the continuation of a Traffic Impact Mitigation Fee Program. The Traffic Impact Mitigation Fee Program verification is provided by the Laguna Hills Urban Village Traffic Impact Mitigation Fee program as provided for in the Municipal Code beginning at Section 9-102

FISCAL IMPACT:

It is projected the City will receive \$500,000 of turnback funds annually under the Measure M2 Local Fair Share Program through Fiscal Year 2019-2020. Failure to remain eligible for Measure M2 funds would put these funds in jeopardy.

ATTACHMENTS:

- Resolution
- Seven Year Capital Improvement Program
- Maintenance of Effort Reporting Form
- Measure M Eligibility Checklist
- CMP checklist
- Street Network map

RESOLUTION NO. 2013 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE CONSISTENCY OF THE CIRCULATION ELEMENT OF THE GENERAL PLAN WITH THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS AND CONFIRMING THE CONTINUATION OF A TRAFFIC IMPACT MITIGATION FEE PROGRAM

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

WHEREAS, the City of Laguna Hills desires to maintain and improve the streets within its jurisdiction, including those arterials highways contained in the Orange County Master Plan of Arterial Highways (MPAH); and

WHEREAS, the City of Laguna Hills has endorsed a definition of, and a process for, determining consistency of the City's General Plan Circulation Element, referred to as the Mobility Element, with the MPAH; and

WHEREAS, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction; and

WHEREAS, the City has is required to adopt a Resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the Orange County MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Year 2012-2013; and

WHEREAS, the City is required to send biennially to OCTA all recommended changes to the City's Circulation Element and the MPAH for the purpose of re-qualifying for participation in the Combined Transportation Funding Programs; and

WHEREAS, the City is required to verify the existence of a development traffic impact mitigation fee program.

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

SECTION 1. The arterial highway portion of the City's Circulation Element (Mobility Element) is in conformance with the Master Plan of Arterial Highways (MPAH).

SECTION 2. The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during Fiscal Year 2012-2013.

SECTION 3. The City has adopted a uniform setback ordinance providing for the preservation of right-of-way consistent with the MPAH arterial highway classification.

SECTION 4. The City has adopted provisions for the limitation of access to arterial highways in order to protect the integrity of the system.

SECTION 5. A development traffic impact mitigation fee program is implemented per Laguna Hills Municipal Code Section 9-102.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2013.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2013- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 25th day of June 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

Measure M and Renewed Measure M (M2)

1

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 14-15

Project Limits: Citywide street maintenance pursuant to the
Pavement Management Plan.

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100	\$2,000,000	\$2,055,100	
		\$2,000,000	\$2,055,100	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$1,900,000	\$0	\$0	\$0	\$0	\$0	\$1,900,000	\$1,955,100
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$2,055,100

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 16-17

Project Limits: Citywide street maintenance pursuant to the
Pavement Management Plan.

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100	\$1,800,000	\$1,952,231	
		\$1,800,000	\$1,952,231	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$1,700,000	\$0	\$0	\$0	\$1,700,000	\$1,852,231
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$1,800,000	\$1,952,231

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 18-19

Project Limits: Citywide street maintenance pursuant to the
Pavement Management Plan

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$1,900,000	\$ 2,176,583	
		\$1,900,000	\$2,176,583	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$1,800,000	\$0	\$1,800,000	\$2,076,583
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$1,900,000	\$0	\$1,900,000	\$ 2,176,583

Agency: Laguna Hills

Project Name: Avenida de la Carlota Pavement Rehab

Project Limits: Avenida de la Carlota from El Toro Road to Los
Alisos Blvd.

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: Pavement Rehab

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$825,000	\$ 970,013	
		\$825,000	\$970,013	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000	\$775,000	\$920,013
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$825,000	\$825,000	\$ 970,013

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills

Project Name: Cabot Road Pavement Rehabilitation

Project Limits: Cabot Road south of Oso Parkway, and South of
Rapid Falls Road within City limits

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: Pavement Rehab at two locations on Cabot Road

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$925,000	\$ 1,090,595	
		\$925,000	\$1,090,595	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000	\$40,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$885,000	\$885,000	\$1,050,595
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$925,000	\$925,000	\$ 1,090,595

Agency: Laguna Hills

Project Name: La Paz Road Sidewalk Widening

Project Limits: N/S of La Paz Rd. from Paseo De Valencia to
Grissom Rd., & s/s from Paseo De Valencia
Chamblain Rd.

Type of Work: Pedestrian

Additional TOW: Reconstruction or rehabilitation of sidewalk

Project Description: This project includes the construction of a
standard width arterial highway sidewalk along
the north and south side of La Paz Road. This is
to improve pedestrian access along La Paz Road
to ADA standards. CIP 171

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General	37.876	\$213,999	\$ 229,456	
Other	62.124	\$351,001	\$ 376,352	Anticipated HSIP funding
		\$565,000	\$605,808	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000	\$75,000
R	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000	\$105,884
C/I	\$0	\$0	\$0	\$390,000	\$0	\$0	\$0	\$390,000	\$424,923
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$175,000	\$390,000	\$0	\$0	\$0	\$565,000	\$ 605,808

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills

Project Name: La Paz Road Widening

Project Limits: La Paz Road from McIntyre Street to Cabot Road

Type of Work: Road Widening

Additional TOW: Add 1 lane to existing roadway in project limits

Project Description: widening of easterly bound La Paz Road from McIntyre Street to Cabot Road to add a third through lane.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,450,000	\$1,702,603	
		\$1,450,000	\$1,702,603	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000	\$712,268
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000	\$890,335
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,450,000	\$1,450,000	\$1,702,603

Agency: Laguna Hills

Project Name: Laguna Hills Catch Basin Debris Gates

Project Limits: City wide

Type of Work: Storm Water Pollution Mitigation

Additional TOW: Automatic Retractable Screen and other debris screens or inserts

Project Description: Phase II - This is a storm water pollution mitigation project. It includes the installation of debris gates/screens throughout the City in accordance with the Environmental Cleanup Program (ECP).

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General	100.00	\$17,500	\$17,500	
		\$17,500	\$17,500	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$17,500	\$17,500
	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$17,500	\$17,500

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills

Project Name: Laguna Hills Debris Gates Phase III

Project Limits: City Wide

Type of Work: Storm Water Pollution Mitigation

Additional TOW: Automatic Retractable Screen and other debris screens or inserts

Project Description: This is a storm water pollution mitigation project. It includes the installation of debris gates/screens throughout the City in accordance with the Environmental Cleanup Program (ECP).

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General	18.77	\$15,000	\$15,000	
ECP - Env Cleanup	81.23	\$64,915	\$64,915	
		\$79,915	\$79,915	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$64,915	\$0	\$0	\$0	\$0	\$0	\$0	\$64,915	\$64,915
O&M	\$0	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$15,000	\$15,000
	\$64,915	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$79,915	\$79,915

Agency: Laguna Hills

Project Name: Laguna Hills Debris Gates Project

Project Limits: Various

Type of Work: Storm Water Pollution Mitigation

Additional TOW: Catchment Retrofit

Project Description: Phase I - This is a storm water pollution mitigation project. It includes the installation of debris gates/screens throughout the City in accordance with the Environmental Cleanup Program (ECP).

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General	100	\$21,000	\$21,000	
		\$21,000	\$21,000	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$21,000	\$21,000
	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$21,000	\$21,000

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills
Project Name: Lake Forest Drive Pavement Rehab
Project Limits: Lake Forest Drive from east city limits to west city limits
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Pavement Rehab, CIP 182

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,200,000	\$1,410,503	
		\$1,200,000	\$1,410,503	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	\$75,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,125,000	\$1,125,000	\$1,335,503
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,000	\$1,200,000	\$1,410,503

Agency: Laguna Hills
Project Name: Lake Forest Drive Signal Synchronization
Project Limits: Laguna Canyon to Rockfield
Type of Work: Traffic Signals
Additional TOW: Interconnect traffic signals to improve coordination and communication
Project Description: OCTA Project P - coordinate traffic signals within multiple agencies

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General	100.00	\$10,704	\$10,704	
		\$10,704	\$10,704	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$10,704	\$0	\$0	\$0	\$0	\$0	\$0	\$10,704	\$10,704
	\$10,704	\$0	\$0	\$0	\$0	\$0	\$0	\$10,704	\$10,704

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills
Project Name: Los Alisos Blvd. Signal Synchronization
Project Limits: Los Alisos Blvd. from Paseo De Valencia to Altisima
Type of Work: Traffic Signals
Additional TOW: Coordinate signals within project limits
Project Description: OCTA Project P - coordinate traffic signals within multiple agencies

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General	100.00	\$9,081	\$9,081	
		\$9,081	\$9,081	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$9,081	\$0	\$0	\$0	\$0	\$0	\$0	\$9,081	\$9,081
	\$9,081	\$0	\$0	\$0	\$0	\$0	\$0	\$9,081	\$9,081

Agency: Laguna Hills
Project Name: Los Alisos Pavement Rehabilitation
Project Limits: Los Alisos Blvd. from Paseo De Valencia to I-5 (City boundary)
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Pavement removal/rehabilitation including curb and gutter repairs, access ramp construction, asphalt concrete overlay, striping and traffic loops, etc.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$600,000	\$707,590	
		\$600,000	\$707,590	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000	\$25,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$575,000	\$575,000	\$682,590
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000	\$707,590

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills

Project Name: Oso Parkway Pavement Rehab

Project Limits: Oso Parkway from Cabot Road to West City limits

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: Pavement Rehab, CIP 181

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,750,000	\$2,058,737	
		\$1,750,000	\$2,058,737	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650,000	\$1,650,000	\$1,958,737
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750,000	\$1,750,000	\$2,058,737

Agency: Laguna Hills

Project Name: Oso Parkway Signal Synchronization

Project Limits: Oso Parkway from Aliso Viejo Parkway to SR 241

Type of Work: Traffic Signals

Additional TOW: Coordinate signals within project limits

Project Description: OCTA Project P - coordinate traffic signals within multiple agencies

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General	100.00	\$24,466	\$24,466	
		\$24,466	\$24,466	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$24,466	\$0	\$0	\$0	\$0	\$0	\$0	\$24,466	\$24,466
	\$24,466	\$0	\$0	\$0	\$0	\$0	\$0	\$24,466	\$24,466

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills

Project Name: Paseo De Valencia Improvements

Project Limits: Paseo De Valencia from Kennington Drive to
Laguna Hills Drive

Type of Work: Road Widening

Additional TOW: Add 1 lane to existing roadway in project limits

Project Description: This project includes widening of Paseo De
Valencia from Kennington Dr. to Laguna Hills Dr.
Scope includes lane addition, curb & gutter,
irrigation/landscaping, traffic signal & striping.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Other	25	\$687,500	\$ 727,953	CARITS
Unfunded	75	\$2,062,500	\$ 2,183,860	Anticipated ACE funding
		\$2,750,000	\$2,911,813	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$2,750,000	\$0	\$0	\$0	\$0	\$2,750,000	\$2,911,813
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$2,750,000	\$0	\$0	\$0	\$0	\$2,750,000	\$ 2,911,813

Agency: Laguna Hills

Project Name: Paseo De Valencia Pavement Rehabilitation

Project Limits: Paseo De Valencia from La Paz Road to Cabot
Road

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: Pavement rehabilitation including curb and gutter
repair, access ramp construction, asphalt
concrete overlay, striping, and traffic loops. CIP
176

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$575,000	\$ 677,912	
		\$575,000	\$677,912	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000	\$25,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$550,000	\$652,912
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$575,000	\$575,000	\$ 677,912

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills

Project Name: Paseo De Valencia Traffic Signal Synchronization

Project Limits: Paseo De Valencia from Cabot Road to El Toro Road

Type of Work: Traffic Signals

Additional TOW: Interconnect traffic signals to improve coordination and communication

Project Description: Synchronize 12 traffic signals along Paseo De Valencia from Cabot Road to El Toro Road.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General	100	\$6,157	\$6,157	
		\$6,157	\$6,157	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$6,157	\$0	\$0	\$0	\$0	\$0	\$0	\$6,157	\$6,157
	\$6,157	\$0	\$0	\$0	\$0	\$0	\$0	\$6,157	\$6,157

Agency: Laguna Hills

Project Name: Public Works Maintenance and Operations

Project Limits: Throughout the City

Type of Work: Other

Additional TOW: Other

Project Description: Public works general operations and maintenance projects throughout the City. These funds to be used in the Operating Budget.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 Fairshare	100	\$4,750,277	\$5,194,652	
		\$4,750,277	\$5,194,652	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$650,000	\$650,000	\$663,000	\$676,260	\$689,785	\$703,580	\$717,652	\$4,750,277	\$5,194,652
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$650,000	\$650,000	\$663,000	\$676,260	\$689,785	\$703,580	\$717,652	\$4,750,277	\$5,194,652

Measure M and Renewed Measure M (M2)

Seven Year Capital Improvement Program (Sorted by Project Name)

Fiscal Years 2013/2014 through 2019/2020

Agency: Laguna Hills

Project Name: Ridge Route Dr. & El Toro Rd. Pavement Rehabilitation

Project Limits: Ridge Route Drive (Avenida de la Carota-Moulton), El Toro Road (East to west City limits)

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: These are two separate project being combined due to funding. They will be constructed together. These projects include removal/replacement of pavement, curb & gutter repairs, access ramp construction, AC overlay, striping and traffic loops. CIP 172/179

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Other Cities	5.854	\$74,931	\$ 74,931	City of Lake Forest
M2 Fairshare	26.797	\$343,002	\$ 343,002	
General	40.547	\$519,002	\$ 519,002	
Prop. 1B	26.797	\$343,002	\$ 343,002	SLPP
		\$1,280,000	\$1,279,936	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$1,280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,280,000	\$1,280,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$1,280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,280,000	\$ 1,280,000

Agency: Laguna Hills

Project Name: South Moulton Pavement Rehab

Project Limits: Moulton Parkway from Via Lomas to South City limits (SR-73)

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: Pavement Rehab, CIP 178

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,200,000	\$ 1,410,503	
		\$1,200,000	\$1,410,503	

Project Phase	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	\$75,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,125,000	\$1,125,000	\$1,335,503
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,000	\$1,200,000	\$ 1,410,503

**MAINTENANCE OF EFFORT
REPORTING FORM**
Fiscal Year 2013-14

Reporting Jurisdiction: CITY OF LAGUNA HILLS

Type of GENERAL FUND Transportation Expenditures:
(Please attach supporting budget documentation for each line item listed below)

MAINTENANCE	Total Expenditure
Street Sweeping	\$ 129,000
Signal Maintenance Contract	150,000
Utilities	386,250
Personnel	92,931
Miscellaneous contract and other maintenance	229,000
Sub-total Maintenance	\$ 987,181

CONSTRUCTION	
Streets, Signals and Lighting	
Per Attached Schedule	\$ 2,220,000
Streets, Signals and Lighting	\$ 2,220,000
Sub-total Construction	\$ 2,220,000

ADMINISTRATIVE/OTHER	
Operating Expenditures	\$ 10,000
Sub-total Other	\$ 10,000

Total General Fund Transportation Expenditures	\$ 3,217,181
(less Total MOE Exclusions *)	(-) 1,516,000
MOE Expenditures	\$ 1,701,181

MOE Benchmark Requirement 268,106

(Shortfall) / Surplus \$ 1,433,075

Certification:

I hereby certify that the City of Laguna Hills has budgeted and will meet the Maintenance of Effort requirement for Fiscal Year 2013-14.

Signature

Date

Assistant City Manager

Title

MAINTENANCE OF EFFORT REPORTING FORM

Attachment - Construction Schedule

Fiscal Year 2013-14

		Fiscal Year 2013-14 BUDGET			
			Funding		
		CIP	GF	"M"	Others
CONSTRUCTION					
Streets, Signals and Lighting					
101	Annual Street Maintenance	\$ -	\$ -	\$ -	\$ -
	Public Works Maintenance and Operation	585,000	-	585,000	-
168	Traffic Signal Improvements	100,000	-	-	100,000
172/179	Ridge Route and El Toro Road Pavement Rehabilitatic	1,280,000	519,000	343,000	418,000
			-	-	-
Flood Control					
		\$ -	\$ -	\$ -	\$ -
410	NPDES / Water Quality Program	185,000	185,000	-	-
412	Water Quality (2) Improvements	70,000		70,000	-
		<u>\$ 2,220,000</u>	<u>\$ 704,000</u>	<u>\$ 998,000</u>	<u>\$ 518,000</u>
				MOE Exclusion	MOE Exclusion
MOE Exclusions		<u>\$ 1,516,000</u>			

MEASURE M ELIGIBILITY CHECKLIST
--

Responsibility: Cities, County

MEASURE M CHECKLIST

Capital Improvement Program

YES NO

- | | | | | |
|----|---|-------------------------------------|--------------------------|--|
| 1. | Did you submit your draft Measure M seven-year Capital Improvement Program (CIP) to OCTA by June 30? | ☒ | ☐ | |
| a. | Did you utilize the required CIP development software? | ☒ | ☐ | |
| b. | Have you indicated what percentage of funding will come from each source for each of the projects? | ☒ | ☐ | |
| c. | Have you listed projects in current year dollars? | ☒ | ☐ | |
| d. | Did you include all projects that are partially, fully or potentially funded by Measure M? | ☒ | ☐ | |
| e. | The council approval date to adopt the final 7-Year CIP is <u>06/25/13</u> (Must be prior to July 31) | | | |

Maintenance of Effort

YES NO

- | | | | | |
|----|---|-------------------------------------|--------------------------|--|
| 2. | Did you submit your Maintenance of Effort certification and supporting budget documentation to OCTA by June 30? | ☒ | ☐ | |
| a. | Did you use the Maintenance of Effort Reporting Form included in the Eligibility Guidelines? | ☒ | ☐ | |

Pavement Management Program

YES NO N/A

- | | | | | |
|----|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 3. | Did you submit a Pavement Management Program (PMP) Update to OCTA for this eligibility cycle? | ☐ | ☒ | ☐ |
| a. | Did you use the current PMP Certification form? | ☐ | ☐ | ☒ |
| b. | Is the PMP consistent with the OCTA Countywide Pavement Management Program? | ☐ | ☐ | ☒ |
| 4. | If you answered "no" to question #3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30? | ☒ | ☐ | ☐ |

Resolution of Master Plan of Arterial Highways (MPAH) Consistency

- | | YES | NO | N/A |
|---|-------------------------------------|--------------------------|--------------------------|
| 5. Did you submit a resolution demonstrating consistency with the MPAH. | ☒ | ☐ | ☐ |
| 6. Have you enclosed a figure representing your most current circulation element? | ☒ | ☐ | ☐ |
| 7. Do you have a current Local Signal Synchronization Plan that is consistent to the Regional Traffic Signal Synchronization Master Plan? | ☒ | ☐ | ☐ |

Mitigation Fee Program

- | | YES | NO | N/A |
|---|-------------------------------------|--------------------------|--------------------------|
| 8. Does your jurisdiction currently have a defined development impact mitigation fee program in place? | ☒ | ☐ | ☐ |
| a. If you answered yes to #8, have you included a copy of your current impact fee schedule; or | ☒ | ☐ | ☐ |
| b. If you answered yes to #8, have you provided OCTA with a copy of your mitigation fee nexus study; or | ☒ | ☐ | ☐ |
| c. If you answered yes to #8, have you included a copy of your council approved policy; or <i>LHMC 9-102</i> | ☒ | ☐ | ☐ |
| d. If you answered yes to #8, have you provided OCTA with a copy of your council resolution approving the mitigation fee program? <i>LHMC 9-102</i> | ☒ | ☐ | ☐ |

Time Limits For Use of Net Revenues

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| 9. Has your jurisdiction observed the time limits for the use of net revenues over the last year per the requirements outlined in the ordinance? | ☒ | ☐ |

Supplanting of Developer Commitments

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| 10. Has your jurisdiction Insured they have not supplanted developer commitments for transportation projects and funding with Measure M funds? | ☒ | ☐ |

Planning Strategies

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| 11. Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation? | ☒ | ☐ |
| 12. Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the general plan? <i>2011</i> | ☒ | ☐ |

Traffic Forums

YES NO

13. Did representatives of your jurisdiction participate in the regional traffic forum(s)?

☒ ☐

a. If you answered yes, provide date of attendance:

10/17/12 & 02/20/13

Congestion Management Program

YES NO N/A

14. Has your jurisdiction completed the required CMP checklist?

☒ ☐ ☐

Submitted By:



KENNETH H. ROSENFELD

DIRECTOR OF PUBLIC SERVICES

Name (Print)

Signature

Title

CITY OF LAGUNA HILLS 949 707 2650

Jurisdiction

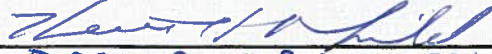
Phone Number

Date

CMP MONITORING CHECKLIST LAND USE COORDINATION			
Jurisdiction:			
CMP CHECKLIST	YES	NO	N/A
1. Have you maintained the CMP traffic impact analysis (TIA) process you selected for the previous CMP?	☒	☐	
a. If not, have you submitted the revised TIA approach and methodology to OCTA for review and approval?	☐	☐	☒
2. Did any development projects require a CMP TIA during this CMP cycle? ³	☐	☒	
NOTE: ONLY THOSE AGENCIES THAT ANSWERED "YES" FOR QUESTION 2 NEED TO ANSWER THE REMAINING QUESTIONS.			
3. If so, how many?			
4. Please list any CMPHS links & intersections that were projected to not meet the CMP LOS standards (indicate whether any are outside of your jurisdiction). • • •			☐
a. Were mitigation measures and costs identified for each and included in your seven-year CIP?	☐	☐	☐
b. If any impacted links & intersections were outside your jurisdiction, did your agency coordinate with other jurisdictions to develop a mitigation strategy?	☐	☐	☐

³ Exemptions include:

- any development generating less than 2,400 daily trips
- any development generating less than 1,600 daily trips (if it directly accesses a CMP highway)
- final tract and parcel maps,
- issuance of building permits,
- issuance of certificate of use and occupancy,
- minor modifications to approved developments where the location and intensity of project uses have been approved through previous and separate local government actions prior to January 1, 1992.

5. If a local traffic model was/will be used, did you follow the data and modeling consistency requirements as described in the CMP Preparation Manual (available online at http://www.octa.net)?	☐	☐	☐
Additional Comments:			
I certify that the information contained in this checklist is true. Signature: <u></u> Title: <u>DIRECTOR OF PUBLIC SERVICES</u>			

**CMP MONITORING CHECKLIST
CAPITAL IMPROVEMENT PROGRAM**

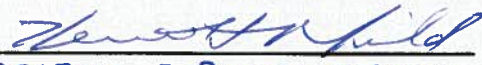
Jurisdiction: _____

CMP CHECKLIST

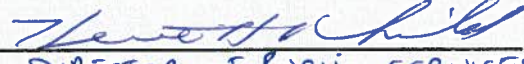
	YES	NO	N/A
1. Did you submit a seven-year Capital Improvement Program (CIP) to OCTA by June 30?	☒	☐	
2. Does the CIP include projects to maintain or improve the performance of the CMPHS (including capacity expansion, safety, maintenance, and rehabilitation)?	☒	☐	
3. Is it consistent with air quality mitigation measures for transportation-related vehicle emissions?	☒	☐	
4. Was the CIP database computer application provided by OCTA used to prepare the CMP CIP?	☒	☐	

Additional Comments:

I certify that the information contained in this checklist is true.

Signature: 

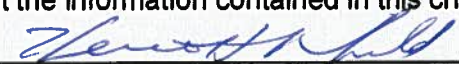
Title: DIRECTOR OF PUBLIC SERVICES

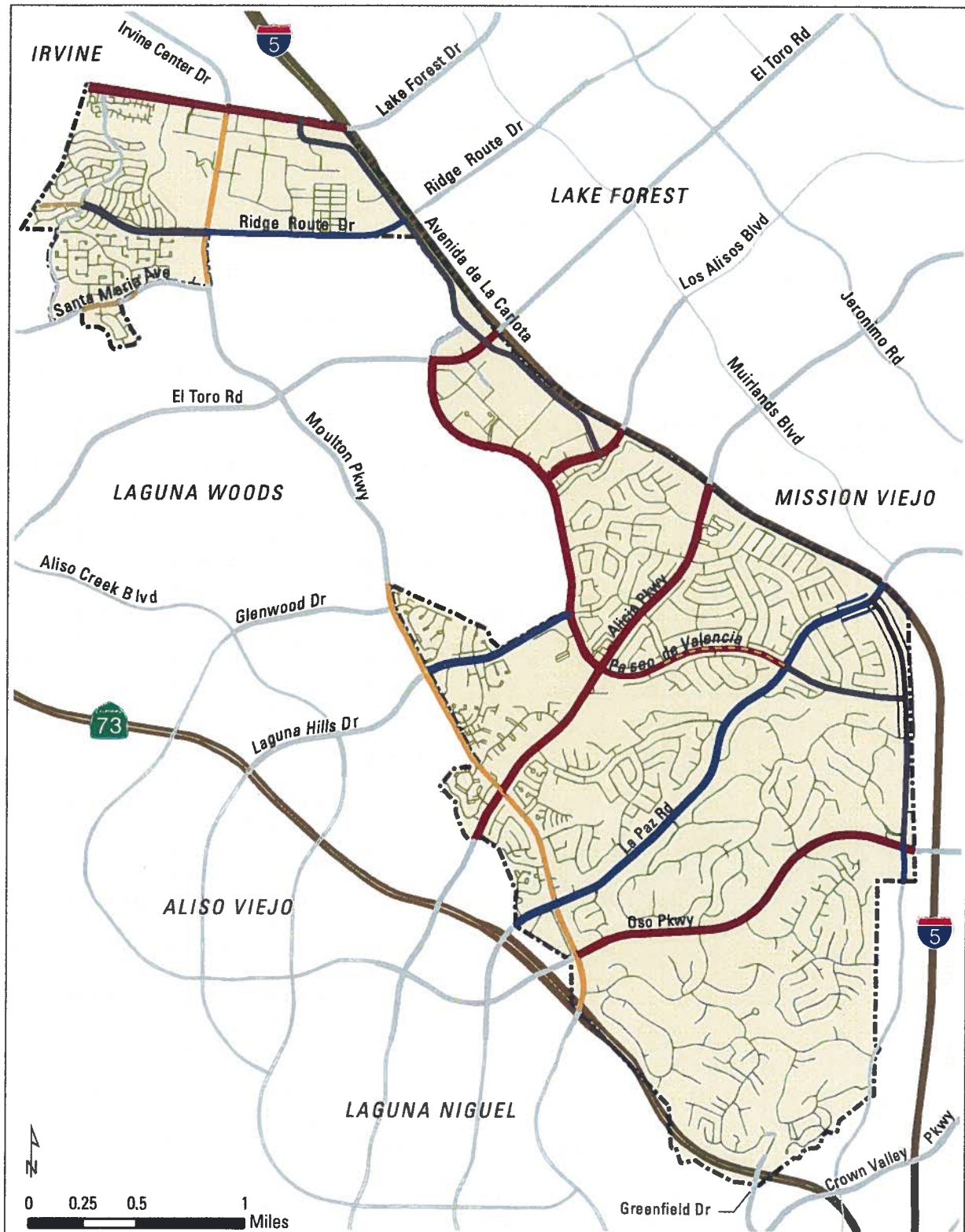
CMP MONITORING CHECKLIST LEVEL OF SERVICE			
Jurisdiction:			
CMP CHECKLIST	YES	NO	N/A
1. Check "Yes" if either of the following apply: - There are no CMP intersections in your jurisdiction. - Factoring out statutorily-exempt activities¹, all CMP intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better.	☒	☐	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.			
2. If any, please list those intersections that are not operating at the CMP LOS standards. • _____ • _____ • _____			☐
3. Will deficient intersections, if any, be improved by mitigation measures to be implemented in the next 18 months or improvements programmed in the first year of any recent funding program (i.e., local agency CIP, CMP CIP, Measure M CIP)?	☐	☐	☐
a. If not, has a deficiency plan been developed for each intersection that will be operating below the CMP LOS standards?	☐	☐	☐
Additional Comments:			
I certify that the information contained in this checklist is true.			
Signature: <u></u> Title: <u>DIRECTOR OF PUBLIC SERVICES</u>			

¹ The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within ¼ mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within ¼ mile of a fixed-rail passenger station.

CMP MONITORING CHECKLIST DEFICIENCY PLANS			
Jurisdiction:			
CMP CHECKLIST	YES	NO	N/A
1. Check "Yes" if either of the following apply: • There are no CMP intersections in your jurisdiction. • Factoring out statutorily-exempt activities², all CMPHS intersections are operating at LOS E (or baseline, if worse than E) or better.	☒	☐	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.			
2. If any, please list those intersections found to not meet the CMP LOS standards. • _____ • _____ • _____			☐
3. Are there improvements to bring these intersections to the CMP LOS standard scheduled for completion during the next 18 months or programmed in the first year of the CIP?	☐	☐	☐
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 3 NEED TO ANSWER THE REMAINING QUESTIONS.			
4. Has a deficiency plan or a schedule for preparing a deficiency plan been submitted to OCTA?	☐	☐	☐
5. Does the deficiency plan fulfill the following statutory requirements:			
a. include an analysis of the causes of the deficiency?	☐	☐	☐
b. include a list of improvements necessary to maintain minimum LOS standards on the CMPHS and the estimated costs of the improvements?	☐	☐	☐

² The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within ¼ mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within ¼ mile of a fixed-rail passenger station.

c. include a list of improvements, programs, or actions, and estimates of their costs, which will improve LOS on the CMPHS and improve air quality?	☐	☐	☐
i. do the improvements, programs, or actions meet the criteria established by SCAQMD (see the CMP Preparation Manual)?	☐	☐	☐
6. Are the capital improvements identified in the deficiency plan programmed in your seven-year CMP CIP?	☐	☐	☐
7. Does the deficiency plan include a monitoring program that will ensure its implementation?	☐	☐	☐
8. Does the deficiency plan include a process to allow some level of development to proceed pending correction of the deficiency?	☐	☐	☐
9. Has necessary inter-jurisdictional coordination occurred?	☐	☐	☐
10. Please describe any innovative programs, if any, included in the deficiency plan: _____			☐
Additional Comments:			
I certify that the information contained in this checklist is true. Signature: <u></u> Title: <u>DIRECTOR OF PUBLIC SERVICES</u>			



Major
 Primary
 Secondary
 Smart Arterial
 Augmented Primary
 Augmented Secondary
 Freeway/Toll Road
 Local Streets
 City Boundary
 Proposed Deletion by MPAH

Source: Austin-Foust Assoc., Inc., 2008.

Figure M-1
Street Network





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: CITY OF LAGUNA HILLS DRAFT 2014-2021 HOUSING ELEMENT

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO SUBMIT THE LAGUNA HILLS DRAFT 2014-2021 HOUSING ELEMENT TO THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

SUMMARY:

The City is required by state law to maintain a plan for the orderly growth and development of the city in order to guide decisions about the intensity and use of land and manage the physical, social, and economic changes that occur within a community. This document is known as a “general plan” and it includes seven mandatory elements that must be addressed. These elements cover land use, housing, transportation/circulation, open space, recreation, noise, and conservation. Of these mandated elements, only the housing element is reviewed by the State for compliance with state law.

The City last updated its General Plan in 2009 and included the current Housing Element which was approved (certified) by the State. The Housing Element is the only element of the City’s General Plan which must be updated in accordance with a state-mandated schedule. For the current housing element cycle, staff has commenced an update process which would achieve certification by the State by this October, which is the deadline for the 2014-2021 housing element cycle. Staff notes that the state generally sees this cycle as a continuation of the current 2008-2013 Housing Element. Therefore, there are no significant changes in housing goals or policies from the 2008-2013 Housing Element.

BACKGROUND:

California Government Code Section 65302(c) mandates that each city shall include a housing element in its General Plan. The housing element is required to identify and

analyze existing and projected housing needs, and include statements of the city's goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing. The City, in adopting its Housing Element, must consider economic, environmental, and fiscal factors, as well as community goals as set forth in the General Plan, in compliance with California Government Code Section 65580 et seq.

The Housing Element consists of the following major components:

- An Analysis of the City's demographic and housing characteristics and trends;
- An evaluation of land, and financial and administrative resources available to address the City's housing goals;
- A review of potential constraints, both governmental and non-governmental, to meeting the City's housing needs;
- An Implementation Program for addressing the City's identified RHNA number including housing goals, policies, and programs; and
- An evaluation of the appropriateness and effectiveness of previous goals, policies, and programs in achieving the City's objectives.

A key housing element requirement is the identification of the City's obligation to plan for new housing during a planning period. This is accomplished through a regional process known as the Regional Housing Needs Assessment (RHNA). Laguna Hills' assigned "fair share" of the regional housing need for this planning period is one very low income unit and one low income unit for a total of two units. It is important to note that the City is not required to construct the two units; rather, the City must demonstrate it has adequate land capacity and zoning to provide for the development of the two units.

State law also includes specific requirements regarding local policies and regulations to encourage and facilitate the provision of housing for various special needs groups such as persons with disabilities and those in need of temporary housing.

Since the adoption of the City's current Housing Element in 2009, new laws pertaining to housing have been enacted. These laws require new analysis and implementation plans for the City's zoning regulations to be consistent with state law. The most significant is SB 812, which requires the housing element to provide an analysis of the housing needs and potential resources for persons with developmental disabilities, such as mental retardation, cerebral palsy, epilepsy and autism. The Housing Element update addresses these regulations and provides a plan for City conformance.

Historically, the housing element has been required to be updated and reviewed by the State Housing and Community Development Department (HCD) every five years. However, this Housing Element update covers an eight year period spanning 2013-2021. Senate Bill 375 (SB 375) tied the adoption of housing elements to the adoption of the Regional Transportation Plan (RTP), which made it necessary to realign review periods and expand the number of plan year coverage. In addition, SB 375 requires housing

elements to be adopted no later than 18 months after adoption of the RTP. On April 4, 2012, the Southern California Association of Governments (SCAG) adopted the Regional Transportation Plan/Sustainable Communities Strategy. As a result, housing elements within the SCAG region are required to be adopted by October 15, 2013.

The Housing Element is unique in the level of involvement given to HCD in the review process. Under state law, cities and counties are required to submit their draft housing elements to HCD prior to adoption. HCD then issues its findings as to whether, in its opinion, the element is in compliance with state law. A finding of compliance by HCD is referred to as "certification." Housing element certification is important in preserving the City's eligibility for some State grant programs, in maintaining the legal adequacy of the General Plan, and in maintaining the City's local control of land use decisions.

In February and May of 2013, City staff held two housing stakeholder workshops targeting residents, the general public, and various organizations that provide housing services in Laguna Hills. During the workshops, participants were provided with an overview of the Housing Element update process and content. Participants identified and discussed challenges, opportunities, and resources related to housing in Laguna Hills. Comments received through the outreach activities have been considered in the development of the Draft Housing Element for the City.

After forwarding the Draft Housing Element to the State for review, the formal public review process of the document will also commence. After these reviews, and the completion of the environmental review process, the 2014-2021 Housing Element will be brought to the City Council in late September 2013 for review and approval in time to meet the State's October deadline for adoption.

A copy of the Laguna Hills Draft Housing Element is on file and available for public review at the City of Laguna Hills Community Development Department. A copy of the document was posted to the City's website on June 14, 2013. The housing element document was also made available to the City Council via the City's website on the same day.

FISCAL IMPACT:

The City is completing an in-house update at a cost of staff time and materials. The State is now requiring a certified housing element to be eligible for many State housing, transportation, and infrastructure funding grants. The failure to enact a certified housing element could impact the City's ability to compete for this State funding.

CEQA FINDINGS:

An environmental assessment in the form of an Initial Study is being prepared, reviewed, and evaluated by staff for the Draft Housing Element. It is anticipated that the Initial Study will support preparing and adopting a Negative Declaration for the update, particularly given that all of the potential dwelling units required by the RHNA can be accommodated

under current zoning. The environmental review will be completed prior to City adoption of the Housing Element after the City receives comments from the State regarding the adequacy of the Draft Housing Element and makes any requisite changes. The City is not required to take any CEQA action at this time.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: ADOPTION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013/14

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013/14 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE."

SUMMARY:

In accordance with Article XIII B of the California Constitution, which placed limits on the amount of revenue that can be spent by public entities from proceeds of taxes, the City is required to establish a new appropriations limit each year. By applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for fiscal year 2013/14 is calculated to be \$32,189,463. Staff has determined that the City will be under the limit by \$21,715,665 for the budget year 2013/14. A Resolution establishing the limit for fiscal year 2013/14 is attached to this report. The accompanying schedules and appropriation summary page show how this limit was calculated.

BACKGROUND:

As required by law, the voters approved an appropriations limit of \$9,102,336 for fiscal year 1993/94; the City's first full fiscal year of operation. This limit serves as the "base year" and is adjusted annually based on population and inflation factors. In fiscal year 1996/97, the limit was adjusted by \$2,032,217 in order to account for the anticipated increase in revenues due to the annexation of North Laguna Hills. This amount was based on the information available from the County. Subsequently, actual revenues exceeded the initial forecast, thus an additional revenue amendment of \$1,858,438 was factored into

the fiscal year 1999/00 limit calculation. In fiscal year 2001/02, the limit was amended in order to use the City's actual population change to reflect the increase in the City's population as a result of the Westside annexation.

Applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for FY 2013/14 is calculated to be \$32,189,463. This calculation must be made available to the public for 15 days prior to adoption. This requirement has been satisfied.

Pursuant to State Law, the City may not appropriate any proceeds of taxes it receives in excess of \$32,189,463 for fiscal year 2013/14. The anticipated proceeds of taxes minus the capital outlays and other qualified exclusions for this fiscal year resulted in an amount of \$10,473,797 subject to the limit, which is well below the legal limit by \$21,715,665. The following calculation shows the amount under the limit for fiscal year 2013/14:

Appropriations Limit

Total FY 2013/14 Appropriations Limit	\$32,189,463
Less: Total Subject to Appropriations Limit	<u>10,473,797</u>
Amount Under the Appropriations Limit	<u><u>\$ 21,715,665</u></u>

State law also requires that the annual calculation of the limit be reviewed as part of an annual financial audit. This annual review evaluates the accuracy of the computations and the adequacy of documentation. In compliance with the requirements of Section 1.5 of Article XIIB of the California Constitution, an agreed upon procedures engagement is performed by the City's auditors as part of the annual financial audit each fiscal year.

ATTACHMENTS:

- Resolution
- Schedules calculating the Appropriations Limit for Fiscal Year 2013/14

RESOLUTION NO. 2013-06-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013/14 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE

WHEREAS, Article XIII B requires public entities in the State of California to set an annual Appropriations Limit; and

WHEREAS, the league of California Cities issued in March 1991 uniform guidelines for the implementation of the provision of Article XIII B of the California Constitution; and

WHEREAS, Government Code Section 7910 calls for the adoption of the annual Limit prior to the beginning of the FY 2013/14; and

WHEREAS, Article XIII B requires the City Council to select the population and inflation factors for the year's Appropriations Limit calculation; and

WHEREAS, the Appropriations Limit must be adhered to in adopting the City's Biennial Budget.

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

SECTION 1. That in accordance with Article XIII B of the Constitution of the State of California and Section 7910 of the Government Code and as set forth in detail in the attached Exhibit "A" the Appropriations Limit beginning July 1, 2013, is established at \$32,189,463.

SECTION 2. That the inflation factor being utilized to calculate the FY 2013/14 is based on the California per capita income.

SECTION 3. That the population factor being utilized to calculate FY 2013/14 Appropriations Limit is the population growth for the County of Orange.

SECTION 4. That the Appropriations Limit shall not be exceeded in the adopted budget nor by any proposed amendment to the budget.

PASSED, APPROVED, AND ADOPTED this 25th day of June, 2013.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of
Resolution No. 2013-06-25-X adopted by the City Council of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 25th day of June 2013, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

Exhibit A
CITY OF LAGUNA HILLS
Appropriations Limit Summary

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the "Gann Initiative." The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue, which can be spent by all entities of government from the "proceeds of taxes." Proposition 4 became effective for the 1980-81 fiscal year, but the formula for calculating the limit was based on the 1978-79 "base year" revenues.

Section 9710 of the California Government Code, added in 1980 by the State Legislature, provides that "each year, the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year..."

In order to address the increasing number of complaints by agencies about the restrictions of Proposition 4, and to provide guidelines for local governments in adopting their limits, the voters approved Proposition 111 in June 1990. Among other things, Proposition 111 provided new adjustment formulas, which make the Appropriations Limit more responsive to local growth issues. Proposition 111 also established a requirement for an annual review of Limit calculations.

Comparing the FY 2013/14 Appropriations Limit of \$32,189,463 and the Appropriations Subject to the Limit of \$10,473,797 indicates that the City will be well below its Appropriations Limit. The City's budgeted revenues for FY 2013/14 subject to limitation will be below its legal limit by \$21,715,665.

2012/13 Appropriations Limit

2012/13 factor - change in per capita personal income	3.77%
2012/13 factor - change in County population	0.89%
\$29,022,451 x 1.0377 x 1.0089	\$ 30,384,635

2013/14 Appropriations Limit

2013/14 factor - change in per capita personal income	5.12%
2013/14 factor - change in County population	0.78%
\$30,384,635 x 1.0512 x 1.0078	\$ 32,189,463

CITY OF LAGUNA HILLS
ANNUAL APPROPRIATIONS LIMIT
FISCAL YEAR 2013/14

APPROPRIATIONS LIMIT

Fiscal Year 2011/12 Appropriations Limit		\$	30,384,635
<i>Adjustment Factors</i>			
A. Inflation adjustment factor	1.0512		
B. Population adjustment factor	1.0078		
Total Adjustment Factor (A x B)	1.0594		
Annual Adjustment			1,804,828
Fiscal Year 2013/14 Appropriations Limit		\$	32,189,463

APPROPRIATIONS SUBJECT TO LIMITATION

	Fiscal Year 2013/14 Budget	
Proceeds of Taxes		
Property Tax	\$	8,719,004
Sales Tax		5,559,000
Transient Occupancy Tax		1,300,000
Motor Vehicle In Lieu		0
Interest Earned from Net Invested Taxes		13,809
Total Proceeds of Taxes	\$	15,591,813
Less: Exclusions		
Federal Mandates	\$	2,609,429
Qualified Capital Outlays		704,000
Qualified Debt Service		1,804,587
Total Exclusions	\$	5,118,016
Total Appropriations Subject to Limitation	\$	10,473,797
(Over)/Under Appropriations Limit		21,715,665

CITY OF LAGUNA HILLS

ANNUAL APPROPRIATIONS LIMIT

Fiscal Year Appropriation Limit	Inflation Adjustment ^{(a) (e)} Factor	Population Adjustment ^(a) Factor	Total Growth Factor	Appropriations Limit ^(b)	Adjustment for Annexation	Adjusted Appropriations Limit
1993-94	1.0272	1.0215	1.04928	\$9,102,336		
1994-95	1.0071	1.0164	1.02362	\$9,317,301		
1995-96	1.0472	1.0172	1.06521	\$9,924,899		
1996-97	1.0467	1.0105	1.05772	\$10,497,813	\$2,032,217 ^c	\$12,530,030
1997-98	1.0467	1.0107	1.05791	\$13,255,633		\$13,255,633
1998-99	1.0415	1.0169	1.05915	\$14,039,638		\$14,039,638
1999-00	1.0453	1.0177	1.06380	\$14,935,393	\$1,858,438 ^d	\$16,793,831
2000-01	1.0491	1.0156	1.06547	\$17,893,255		\$17,893,255
2001-02	1.0782	1.0817	1.16629	\$20,868,705		\$20,868,705
2002-03	0.9873	1.0113	0.99846	\$20,836,494		\$20,836,494
2003-04	1.0231	1.0165	1.03998	\$21,669,561		\$21,669,561
2004-05	1.0328	1.0142	1.04747	\$22,698,123		\$22,698,123
2005-06	1.0526	1.0113	1.06449	\$24,162,025		\$24,162,025
2006-07	1.0396	1.0083	1.04823	\$25,327,327		\$25,327,327
2007-08	1.0442	1.0084	1.05297	\$26,668,948		\$26,668,948
2008-09	1.0429	1.0102	1.05354	\$28,096,739		\$28,096,739
2009-10	1.0062	1.0102	1.01646	\$28,559,303		\$28,559,303
2010-11	0.9746	1.0101	0.98444	\$28,115,019		\$28,115,019
2011-12	1.0251	1.0070	1.03228	\$29,022,451		\$29,022,451
2012-13	1.0377	1.0089	1.04694	\$30,384,635		\$30,384,635
2013-14	1.0512	1.0078	1.05940	\$32,189,463		\$32,189,463

^(a) Source: California Department of Finance

^(b) Permanent Limit of \$9,102,336 was adopted following the first fiscal year of operations. The Limit was approved by voters on November 8, 1994 adopted by Resolution 94-06-28-3.

^(c) The Appropriations limit is increased by the transfer of revenues from the County following the annexation effective July 1, 1996.

^(d) The Appropriations limit is adjusted by amending the revenues attributable to annexation, based on actual receipts for FY96/97 & FY97/98.

^(e) Subdivision (e) of Section 8 of Article XIII B of the California Constitution defines "change in the cost of living" as either (1) the percentage change in California per capital personal income from the preceding year or (2) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: ADOPTION OF A RESOLUTION GRANTING APPROVAL OF A WAIVER OF A 60-DAY NOTICE PERIOD TO THE CITY, BY THE COUNTY OF ORANGE, REGARDING A PROPOSED LEASE EXTENSION AND CONTINUED OCCUPANCY BY OC PROBATION, OF APPROXIMATELY 5,614 SQUARE FEET OF OFFICE SPACE AT PROPERTY LOCATED AT 23141 MOULTON PARKWAY, BUILDING C, SUITE 110, PURSUANT TO GOVERNMENT CODE SECTION 25351

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, GRANTING APPROVAL OF A WAIVER OF A 60-DAY NOTICE PERIOD TO THE CITY, BY THE COUNTY OF ORANGE, REGARDING A PROPOSED LEASE EXTENSION AND CONTINUED OCCUPANCY BY OC PROBATION, OF APPROXIMATELY 5,614 SQUARE FEET OF OFFICE SPACE AT PROPERTY LOCATED AT 23141 MOULTON PARKWAY, BUILDING C, SUITE 110, PURSUANT TO GOVERNMENT CODE SECTION 25351."

SUMMARY:

Despite the announced closure by the County of Orange of the Superior Court facility located in the Harbor Justice Center at 23141 Moulton Parkway (located on Moulton Parkway between Lake Forest Drive and Ridge Route Drive), the County of Orange has notified the City that it will extend its lease in the building to continue housing an OC Probation office. The County of Orange has maintained a +/- 5,600 square foot probation office at its current location since 2001. Due to the imminent expiration of the County's lease, the City has been asked to waive a state regulation that provides for a 60-day waiting period to the City. Staff recommends the waiver be granted.

BACKGROUND:

California Government Code Section 25351 requires a county to provide a local agency with a 60-day notice whenever it intends to enter into a lease on a property within the local agency's jurisdiction. The County has maintained probation operations at the referenced property since 2001 and the County proposes to extend its lease on the site for its offices for an additional two years. The County has requested that the City waive the 60-day notice which would allow the County to extend its current lease which would otherwise expire during the 60-day notification period.

County staff indicates that the operation of the office involves 23 county staff personnel, including 2 supervising probation officers, 16 deputy probation officers, and 5 administrative staff. An Orange County Sheriff's Deputy is also to be stationed at the facility as a liaison at various times during the week. The County is utilizing the same space it has occupied since the facility opened in 2001.

Since the County's request relates to the operation of an existing facility, staff recommends the City Council waive the 60-day notice requirement by adopting the attached Resolution.

FISCAL IMPACT:

None

CEQA FINDINGS:

The adoption of the Resolution is not subject to the California Environmental Quality Act because it does not meet the definition of a "project" pursuant to Section 21065 of the Public Resources Code or Sections 15060(c)(2), 15060(c)(3), and 15378 of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3.

ATTACHMENTS:

- Attachment 1 - Proposed Resolution
- Attachment 2 - County Request Letter

ATTACHMENT 1 – PROPOSED RESOLUTION

RESOLUTION NO. 2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, GRANTING APPROVAL OF A WAIVER OF A 60-DAY NOTICE PERIOD TO THE CITY, BY THE COUNTY OF ORANGE, REGARDING A PROPOSED LEASE EXTENSION AND CONTINUED OCCUPANCY BY OC PROBATION, OF APPROXIMATELY 5,614 SQUARE FEET OF OFFICE SPACE AT PROPERTY LOCATED AT 23141 MOULTON PARKWAY, BUILDING C, SUITE 110, PURSUANT TO GOVERNMENT CODE SECTION 25351.

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

WHEREAS, in 2001 the County of Orange established a +/- 5,614 square foot office for OC Probation; and

WHEREAS, the County of Orange has notified the City that it proposes to extend its lease for approximately 5,614 square feet of office space for OC Probation offices located at 23141 Moulton Parkway, Building C, Suite 110, for a 24-month period; and

WHEREAS, Government Code Section 25351 requires the County of Orange to notify the City Clerk of the City of Laguna Hills, in writing, at least 60 days prior to entering into such a lease, unless such notice is waived by Resolution of the City Council; and

WHEREAS, the County of Orange has requested that the City Council waive said 60-day requirement.

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

SECTION 1. That the sixty-day notice required by Government Code Section 25351 is hereby waived with respect to the proposed 24-month lease extension.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2013.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
_____ adopted by the City Council of the City of Laguna Hills, California,
at a Regular Meeting thereof held on the 25th day of June 2013, by the following vote:

AYES:

NOES:

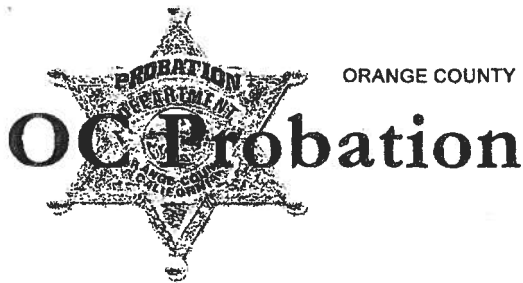
ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

ATTACHMENT 2 – COUNTY REQUEST LETTER



STEVEN J SENTMAN
CHIEF PROBATION OFFICER

TELEPHONE: (714) 937-4500

1535 E. ORANGEWOOD AVENUE
ANAHEIM, CA

MAILING ADDRESS:
P.O. BOX 10260
SANTA ANA, CA 92711-0260

May 30, 2013

Ms. Peggy J. Johns, MMC
City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

RE: SIXTY-DAY NOTICE AND WAIVER REQUEST

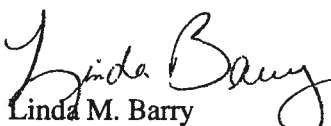
Dear Ms. Johns:

Pursuant to Government Code Section 25351, this letter will serve as notice that the County of Orange (County) intends to enter into a new three-year Lease for the continued occupancy of approximately 5,614 square feet of office space at 23141 Moulton Parkway, Building C, Suite 110; this space will be used by probation officers to meet with adult and juvenile clientele that reside in South Orange County (see enclosed plan.) The Probation Department has occupied Suite 110 since March of 2001 under the County's Superior Court Lease.

The County hereby requests that the City of Laguna Hills waive the sixty-day waiting period so that the term of the new Lease may commence July 5, 2013. If this request meets with the City's approval, please provide the appropriate signature below and return this letter to me.

If you have any questions, please feel free to contact me at (714) 937-4747. Thank you for your attention to this matter.

Sincerely,


Linda M. Barry
Real Estate Services Manager

The City of Laguna Hills hereby waives the sixty-day waiting period for the County's proposed Lease for the continued use of approximately 5,614 s.f. of office space at 23141 Moulton Parkway, Suite 110.

City of Laguna Hills

Date

RECEIVED

JUN 3 2013

Enclosure

cc: Bruce E. Channing, City Manager

CITY OF LAGUNA HILLS

6/25/2013 ITEM NO. 4.8



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH BUREAU VERITAS NORTH AMERICA, INC., FOR ON-CALL CIVIL
ENGINEERING AND MANAGEMENT SERVICES**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS NORTH
AMERICA, INC., FOR ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES
AND AUTHORIZE THE CITY MANAGER TO SIGN THE AMENDMENT AND THE CITY
CLERK TO ATTEST THERETO.**

SUMMARY:

Bureau Veritas North America (BV) provides staff support and Civil Engineering design services to the City on a task order basis. BV is one of several firms that provide contracted services as needed. The Professional Services Agreement for their work will expire as of June 30, 2013, unless extended by mutual consent. As there are projects in process involving the services of BV, staff recommends a one-year term extension of the current Agreement. During the 2013-14 Fiscal Year, staff will issue a Request for Proposal to renew these types of services for a multi-year period.

BACKGROUND:

The City operates on a contract model and is provided professional Civil Engineering services on an as needed basis through Agreements with several service providers. In 2008, following a Request for Proposal process, the City selected Bureau Veritas North America (BV), among others, to provide the City with On-call Civil Engineering and Management Services. The current Professional Services Agreement (Agreement) with BV will expire on June 30, 2013, unless extended by mutual consent.

BV is providing services to the City for several work efforts which will continue into the next fiscal year. Accordingly, it is recommended that the current Agreement with BV be

extended for one year so as to not interrupt the related projects. This Agreement extension can be accomplished through the approval of the attached Amendment No. 2 to the Agreement.

During the next fiscal year, staff will be issuing a Request for Proposal to engage new firms in the provision of On-call Civil Engineering and Management Services to the City.

FISCAL IMPACT:

The compensation to be provided to BV is unchanged by the adoption of Amendment No. 2 to the Agreement. The Agreement provides for an annual maximum compensation of \$250,000, although the current work assignments are not expected to approach that value. Funding for the work provided by BV is included in the 2013-14 Fiscal Year Operating and Capital Improvement Program Budgets.

ATTACHMENTS:

- Amendment No. 2

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BUREAU VERITAS NORTH AMERICA, INC.
(On-Call Civil Engineering and Management Services)

THIS SECOND AMENDMENT to the Bureau Veritas Professional Services Agreement for On-Call Civil Engineering and Management Services (the "Amendment") is hereby made and entered into to be effective the 1st day of July 2013, 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 the "City"), and BUREAU VERITAS NORTH AMERICA, Inc., a Delaware Corporation (hereinafter referred to as the "Consultant") (collectively, the "Parties").

RECITALS

A. City and Consultant previously entered into that certain professional services agreement, dated July 1, 2008, for the provision of on-call Civil Engineering and Management Services for staff support, operations and capital improvement project design and administration that may be required by City on an on-call basis (hereinafter referred to as the "Agreement"). A copy of the Agreement is attached hereto as Attachment "1" for reference purposes.

B. Section 3.4 of the Agreement specifies that the Agreement shall continue in full force and effect for five years until June 30, 2013, unless extended by mutual written agreement of the Parties. Sections 2.3 (Changes in Scope), 3.4 (Term), and 10.3 (Entire Agreement) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties.

C. Consultant has Work that will extend beyond June 30, 2013 and City and Consultant desire to extend the Agreement under the same terms and conditions as established in the Agreement and to accept a change in the Consultant contact for Notices.

D. The Parties now desire to enter into this Amendment for the purpose of extending the term of the Agreement for one year and to accept a change in the Consultant contact for Notices in order to provide for continued on-call Civil Engineering and Management Services at the same professional hourly rates and under the same terms and conditions as established in the Agreement.

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

AGREEMENT

1. Amendment to Section 3.4, entitled "Term," of the Agreement: Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

"Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect until June 30, 2014, except as may otherwise be provided in the Schedule of Performance (Exhibit "A") and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties."

2. Amendment to Section 10.2, entitled "Notices," of the Agreement. The Consultant contact and address is hereby revised to read as follows:

Y. Henry Huang, P.E., C.B.O.
Technical Director, Southern California Region
Facilities - Code Compliance West
Bureau Veritas North America, Inc.
1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
Direct: 714.431.4137
Fax: 714.825.0685

3. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
4. Corporate Entity. This modifying Amendment recognizes, and it is understood and agreed by the Parties, that Consultant's true and correct corporate entity name is Bureau Veritas North America, Inc., a Delaware Corporation, referred to herein and in the Agreement as "Bureau Veritas" or Consultant.
5. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]



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

"CITY"
CITY OF LAGUNA HILLS
a California Municipal Corporation

By: _____
BRUCE E. CHANNING
City Manager

ATTEST:

By: _____
Peggy J. Johns, City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian, City Attorney

"CONSULTANT"
BUREAU VERITAS NORTH AMERICA, INC.,
A Delaware Corporation

By: _____
Name: Heather B. Bush Heather B. Bush
Secretary

By: _____
Name: PEDRO GUIMARAES
Pedro Guimaraes
President

ATTACHMENT "1"

**PROFESSIONAL SERVICES AGREEMENT
BUREAU VERITAS NORTH AMERICA, INC.
(July 1, 2008)**

PROFESSIONAL SERVICES AGREEMENT
(On-call Civil Engineering and Management Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July, 2008, by and between the CITY OF LAGUNA HILLS, a California general law city and municipal corporation, (hereinafter referred to as "City") and BUREAU VERITAS NORTH AMERICA, 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 for On-Call Civil Engineering and Management Services for staff support, operations and capital improvement project design and administration as needed and on a task-order basis (the "Project").

B. Consultant has submitted to City a proposal to provide On-call Civil Engineering and Management Services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

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. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced professionals performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The City's Request for Proposals and the Consultant's Proposal, which are both attached hereto as Exhibits "B" and "C," respectively, are hereby incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals, and the Consultant's Proposal 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 provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Consultant's Proposal (Exhibit "C").

1.3 Compliance with Law. Consultant warrants that all Services rendered hereunder shall be performed in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.4 Licenses, Permits, Fees, and Assessments. Consultant represents and warrants to City that it has obtained 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, 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 indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact in person and in writing and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and

shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services 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 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.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached hereto as Exhibit "D" and is incorporated herein by reference, but not exceeding the annual maximum contract amount of two hundred fifty thousand Dollars, (\$250,000.00) (hereinafter referred to as the "Annual 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 "D." 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. The Annual Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Annual Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Annual Maximum Contract Amount.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive

payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City in a form approved by the City's Controller, 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 in a City issued Task Order.

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) agreed upon and established in the proposal or task order ("Schedule of Performance"). 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, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services but not exceeding five (5) years from the date hereof and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties for an additional term of five (5) years.

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Roy Stephenson, Principal. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer, except if such individual is no longer available due to death, retirement, injury, severe illness or is no longer employed by Consultant.

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

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

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

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, 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 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 any performance 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 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 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, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his/her designee due to unique circumstances. In the event the City Manager 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 Manager or his/her designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

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

coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

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

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, 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 subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. 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 a per occurrence basis with a combined single limit of at least Two Million Dollars (\$2,000,000.00) bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of Two Million Dollars (\$2,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least One Million Dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

- 5.3.1. The commercial general, business automobile, and employer liability policies shall be endorsed to contain the following provision:

"City and its officers, council members, officials, employees, agents, and volunteers, and any public agencies whose approval of the project is required, are additional insureds with respect to: liability arising out of acts or omissions of or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant."

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.

- 5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, 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 in this subsection, 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.

- 5.3.5 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.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements 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 Manager and approved in writing.
- 5.3.7 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. 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.
- 5.3.8 Consultant agrees to ensure that subcontractors, 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.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Verification of Coverage. Consultant shall furnish City certificates of insurance and original endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless, or willful performance of or failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the sole

negligence of the City, its officers, council members, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness, or willful misconduct of Consultant to any extent, then City shall reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs, and expenses that were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, 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. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be

employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, 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, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

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

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

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

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement

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

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

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

8.8 Attorney 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 attorney 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/her financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant 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, religion, color, sex, 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, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

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

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. 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:

Bureau Veritas North America, Inc.
Attention: Roy Stephenson, Principal
1565 MacArthur Blvd.
Costa Mesa, CA 92626
Telephone: (714) 431-4100
Facsimile: (714) 825-0685

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

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

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

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

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

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement

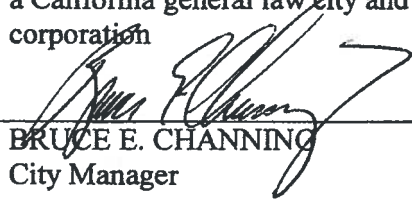
does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

\\

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

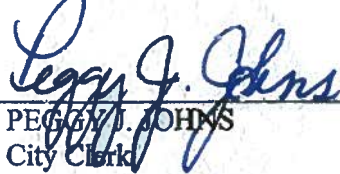
"CITY"

CITY OF LAGUNA HILLS,
a California general law city and municipal
corporation



BRUCE E. CHANNING
City Manager

ATTEST:



PEGGY J. JOHNS
City Clerk (SEAL)

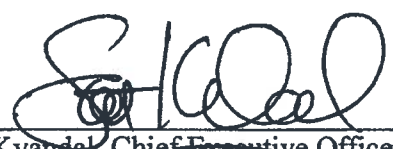
APPROVED AS TO FORM:



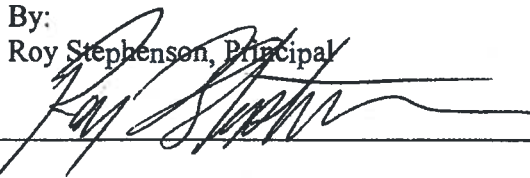
GREGORY E. SIMONIAN
City Attorney

"CONSULTANT"

BUREAU VERITAS NORTH AMERICA,
INC.

By: 

Scott Kvandal, Chief Executive Officer

By: 

Roy Stephenson, Principal

EXHIBIT "A"

SCOPE OF SERVICES

In accordance with the City's Request for Proposal, provide Civil Engineering services to accomplish the following work on-call and per task order:

1. A licensed land surveyor and crew to perform field surveys for roadway design, construction staking and boundary surveys, establishing horizontal and vertical controls, monument perpetuation, and to accurately show the locations of surface improvements as needed.
2. Staff and services of plan checking in accordance with City, County, and State standards for improvement plans, grading plans, traffic control plans and subdivision plans as submitted to City for plan review.
3. Annual preparation of Measure M compliance documents including, if requested, the bi-annual update of the City wide Pavement Management Plan.
4. Assistance to staff in identifying and applying for grant funds from local, County, State and Federal sources to further the City's budget for infrastructure improvements.
5. Review development Water Quality Management Plans, prepare Storm Water Pollution Prevention Plans for City projects, and provide field and office assistance with compliance of both the Santa Ana and San Diego Regional Water Quality Control Boards municipal permits.
6. Provide design services for roadway, widening or rehabilitation capital improvement projects via a scope of services established and meeting City requirements.
7. Provide staff for regular, on-call and capital improvement construction observation and inspection services including compliance with Federal Regulations.
8. Provide Municipal Engineering services including on-call staff to provide public services for counter contact, permit issuance and vacation relief for City staff.
9. Provide staff for field and office coordination of the annual Weed Abatement Program meeting State, County and City requirements.
10. Provide staff for landscape improvement inspection and construction observation.
11. Other duties as assigned.

EXHIBIT "B"

CITY'S REQUEST FOR PROPOSAL



April 15, 2008

CITY OF LAGUNA HILLS

Public Services

SUBJECT: ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES

Dear

You are invited to respond to this Request for Proposal to provide on-call Civil Engineering and Management Services to the City of Laguna Hills Public Services Department. Several consulting firms will be selected to enter into five-year Consulting Services Agreements, beginning July 1, 2008, to provide a variety of services on a task order basis. The initial value of an Agreement will be \$250,000. No guarantee of compensation is given upon selection of a consultant as any compensation will be subject to the issuance of project by project task orders by the City. You may select any combination of the services to be provided in your proposal. Please see the attached description of services, proposal requirements, City forms and Professional Services Agreement. Your proposal is due by 4:00 p.m. on May 15, 2008. Please call me if you have any questions at (949) 707-2655.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kenneth H. Rosenfield", is written over a horizontal line.

Kenneth H. Rosenfield, P.E.
Director of Public Services/City Engineer

Attachment

PROPOSAL REQUIREMENTS

1. The proposal is to include a cover letter; consultant services checklist (City form); Certificate of Non-Discrimination (City form); Disclosure of Employee Relationships and Financial Interests (City form); a Scope of Work description for each service proposed; a summary of key personnel; a summary of previous experience and references. Limit the Proposal to 20 pages. Provide eight copies of the Proposal, one with an original signature of a Corporate Officer.
2. One copy of the consultant fees and hourly rate schedule shall be provided in a separate sealed envelope. The consultant fees and hourly rates shall remain unchanged from July 1, 2008, to June 30, 2009. Thereafter, the fees and rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County area, but not more than five percent per year. Actual compensation will be determined on a task order basis.
3. Consultant shall demonstrate the majority of their current and annual work is provided to public agencies and they have personnel with specific public agency experience.
4. Once the Consultant executes the City's Professional Services Agreement, they shall not provide services to any other public or private entities within the City of Laguna Hills for the duration of this Agreement.
5. The City is not currently seeking Consultant Services for Traffic Engineering, Landscape Architecture, Geotechnical Services or GIS Management. The Consultant may note their interests, if any, in providing these services in the future.
6. The Professional Services Agreement shall be a non-exclusive Agreement to provide Consulting Services to the City on a task order basis. The City reserves the right to retain additional consultants as needed. The City reserves the right to reject any proposals and to negotiate with any consultants. All costs incurred in the preparation of this Proposal and information to clarify the Proposal, prior to the award of a Professional Services Agreement, shall not be compensable. This Request for Proposal and the Proposal shall be incorporated, by reference, as a part of the Professional Services Agreement. The Professional Services Agreement entered into shall be the attached Agreement.

CONSULTANT SERVICES

Consultant Name: _____

Please check the services that you will provide and return this form with your proposal.

- ☐ Land Surveying (Design, Construction, Boundary)
- ☐ Improvement, Traffic Control, and Grading Plan Checking
- ☐ Subdivision Map Checking
- ☐ Measure M Compliance Reporting Including Biannual Pavement Management Program (APWA PAVER) Update
- ☐ Grant Preparation (Federal, State, and Local)
- ☐ Stormwater Quality Management and Field Inspection of both the SARWQCB and SDRWQCB requirements
- ☐ Roadway Widening, Improvement or Rehabilitation Design
- ☐ Public Works Construction and Encroachment Permit Inspection/Observation under the Direction of the City Engineer
- ☐ Capital Improvement Construction Management and/or Project Management, including Federal Regulations compliance
- ☐ Interim City Engineer Personnel (Vacation Coverage)
- ☐ Weed Abatement Field Inspection and Administration
- ☐ Landscape Construction and/or Maintenance Inspection/Observation
- ☐ Other (Designate Service) _____

PROPOSAL SELECTION PROCESS

Issue RFP	April 15, 2008
Proposal Submittal	May 15, 2008 by 4:00 p.m.
Internal Review	May 23, 2008
Consultant Interviews, if needed*	Week of May 26, 2008
Award of Contract	June 10, 2008
Notice to Proceed	July 1, 2008

*The City will determine if any Consultant interviews will be held. An interview is not required in order to be selected to provide Consulting Services to the City.

Submit Proposals to:

Kenneth H. Rosenfield, P.E.
Director of Public Services
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

Mark the Envelope "Proposal – DO NO OPEN"

CITY OF LAGUNA HILLS
DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF CONSULTANT: _____

DISCLOSURE/EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR
CITY EMPLOYEES:

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

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

Signed this _____ day of _____, at
_____, California.

Name: _____

Title: _____

Signature: _____

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

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

Name

Title

Signature

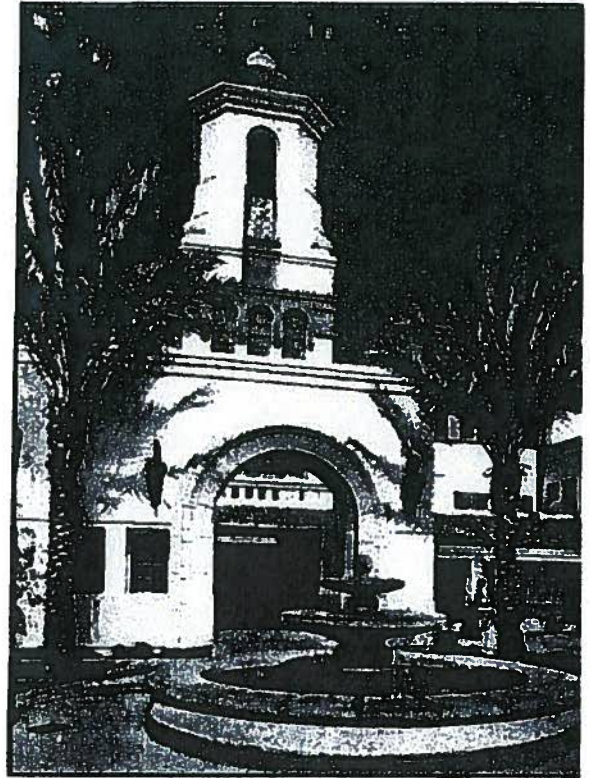
Date

EXHIBIT "C"

CONSULTANT'S PROPOSAL

Proposa

On-Call Civil Engineering and Management Services



May 15, 200

Mr. Ken Rosenfield, P
Director of Public Services/City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 9265

ORIGINAL

Bureau Veritas
1565 MacArthur Blvd
Costa Mesa, CA 92626
(714) 431-4100
www.us.bureauveritas.com



**BUREAU
VERITAS**

May 15, 2008

Mr. Ken Rosenfield, PE
Director of Public Services/City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Proposal for On-Call Civil Engineering and Management Services

Dear Ken,

To assist you with completing necessary public works projects, the City of Laguna Hills needs to be assured that the firms selected for various Consultant Services Categories provide **highly responsive, well-planned, and quality** services in the most **cost-effective** manner possible. Bureau Veritas represents a sound choice for Laguna Hills. We offer a successful municipal consulting track record, including the provision of **staff** augmentation, inspection, civil engineering and construction management services to your City, and vision to deliver additional **value-added** services that will yield **innovative yet practical solutions** and promote **cost-effective** and **timely project delivery** to your residents. We offer the following benefits:

- ✓ **Recognized Leader in Understanding What Communities Need to Work Efficiently.** Recognized as a leader in understanding and acting upon complex municipal issues, we have **served public agencies** for over 30 years. We do better than anyone else, with a proven team of over 300 professionals in Southern California, technical knowledge, and support personnel, each with practical experience and understanding of municipal operations, tailored to serve your needs. Highly accomplished in all phases of municipal administration management, our seasoned professionals will seamlessly interface with your staff, constituents, and agency stakeholders to produce positive results.
- ✓ **Continuity Ensures Delivering Streamlined Projects and Satisfied Clients.** Within the past 18 years key members of our staff, such as Roy Stephenson, PE; Chris Poll, PE; Mike Foreman, PLS; Bob Doss, PE; Gary Heinbuch and Bill Krelle, have provided Interim City Engineer, Roadway Design, Surveying; Plan Check, Map Check, Assessment Engineering and Construction Management/Inspection services to Laguna Hills. Our direct experience with the City since its incorporation and knowledge of your community will prove invaluable. The bottom line is you know the quality of our work and that we are invested in the success of your City. Plus, with our team there will be no learning curve – we already know your priorities and goals.
- ✓ **Technical Proficiency/Innovative Solutions to Deliver Quality & Streamline Processes.** Leveraging an unparalleled depth of consulting expertise, innovative thinking, best practices, and leading-edge technologies, we will deliver services that save you time and money, and enhance operations. Our staff will implement proven processes to maximize the City's return on investment.

As a result of our in-depth public sector experience and knowledge of your City personnel and community, our staff can hit the ground running with no ramp up needed. Our mission is to provide **high quality, responsive, cost effective, and customer-oriented** public services to the residents of Laguna Hills!

Sincerely,

Roy F. Stephenson, PE
Principal-In-Charge

Bureau Veritas North America, Inc
1565 MacArthur Boulevard
Costa Mesa, CA 92626

Main: (714) 431-4100
Fax: (714) 825-0685
www.us.bureauveritas.com

6/25/2013 ITEM NO. 4.9



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Who is Bureau Veritas?

Established in 1828, Bureau Veritas North America, Inc. (Bureau Veritas), formerly Berryman and Henigar, is a firm with over 2,000 employees in the United States, including 300+ staff and a 30+ year presence in Southern California.

Bureau Veritas has extensive resources and a large pool of municipal consulting, engineering, construction management and program management specialists. Currently, we maintain nine offices in California with a primary clientele of municipalities and regional agencies. We have a long-established working relationship with local agencies, including the City of Laguna Hills. We have also worked extensively with numerous cities throughout Orange, Riverside, Los Angeles and San Diego Counties providing a variety of infrastructure design, construction management, and public finance services. Our firm began by providing Contract City Engineer services in California and has expanded to provide a full line of consulting services to more than 400 public agencies. Focused on delivering services utilizing a "consulting agency" approach, we developed a culture within a highly respected company that thinks, acts, and understands municipal issues and needs.

Having assisted in the incorporation of over a dozen cities, including the City of Laguna Hills, and continuing to provide city engineer, building official, city manager, and extension of staff services to agencies has given us the opportunity to work side-by-side with agency staff. In addition, many members of our team are former municipal employees who know and understand government processes.

What Sets Bureau Veritas Apart...

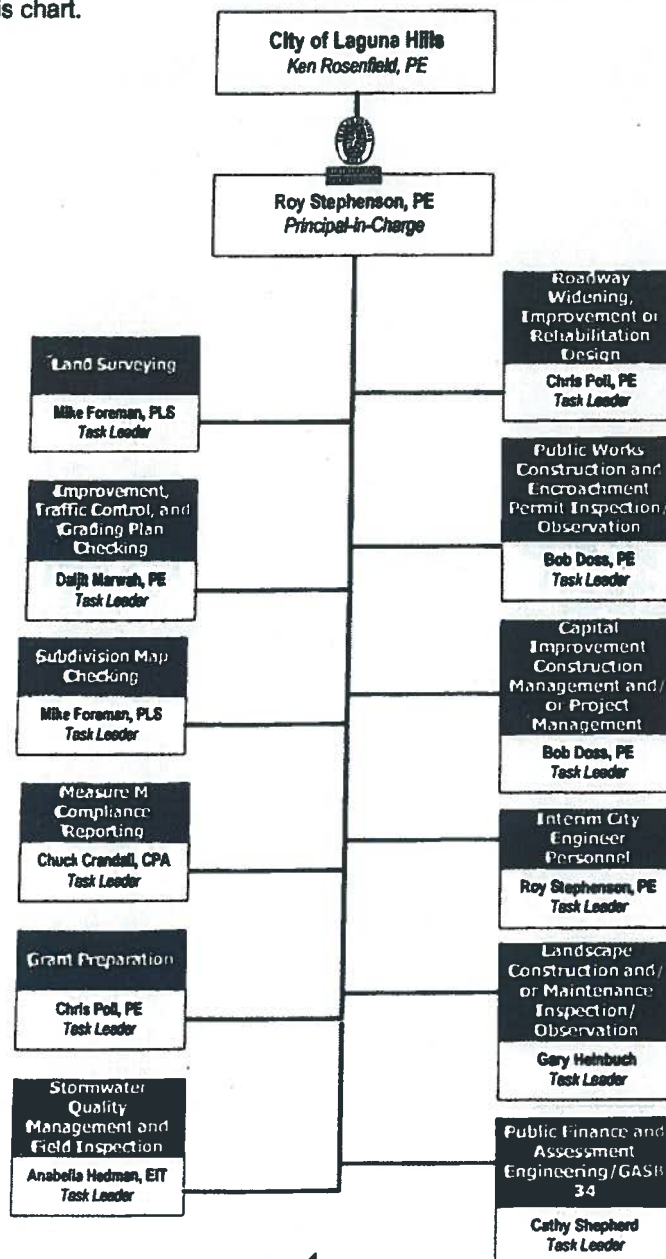
- ✓ **Proven Track Record with Municipalities**
 - Served 400+ Public Agencies
 - Full-Service "Consulting City" Approach / No Conflict of Interest
 - #53 Ranked Design Firm in United States by *Engineering News Record*
- ✓ **Extensive Experience with Laguna Hills & Cities Throughout Orange County**
 - Multi-Faceted Consulting with the City of Laguna Hills for 18+ Years
 - Served as original City Engineer for City of Laguna Hills/ Assisted with City's Incorporation
 - Serve 25+ Public Agencies Throughout County
 - 30+ Years of Municipal Consulting Throughout Orange County
- ✓ **Extensive Staff Continuity – We Assign Seasoned Staff With Extensive Knowledge of Your Facilities, Standards, Processes, & Requirements**
- ✓ **Programmatic Approach Promotes Accountability, Responsiveness, Cost-Efficiency, & Flexibility**
 - Versatility to Manage Departments, Programs, and/or Special Projects
 - Streamlined Process to Save Time & Money/Enhance Communication
- ✓ **Depth of Local Resources & Expertise**
 - 30+ Year Office Presence in Orange County / Rapid Response
- ✓ **Wealth of On-Call Staffing Expertise to Deliver Quick Response with No Ramp Up**



Key Personnel

The dynamics and challenges associated with successfully implementing City projects require enlisting the services of a seasoned team with flexibility, capacity, customer-orientation, continuity, and strong technical competence. Our proposed team members have a long-established track record of providing similar consultant services for agencies including yours.

Our organizational structure, as shown below, maximizes close communication, rapid response, and accountability of our team to your key City staff. We provide you with an accessible and dedicated Principal-in-Charge, Roy Stephenson, PE, as well as a core group of Bureau Veritas task leaders to use as your specific project needs arise. Our task leaders will be supported by professional staff that specializes in municipal consulting and extension of staff assignments. This team will provide the City of Laguna Hills with a great depth of professional resources who have direct, applicable experience successfully providing the consultant services you need. Biosketches of our key team members follow this chart.





Proposal for On-Call Civil Engineering and Management Services

Personnel	Highlights
Principal-In-Charge	
Roy Stephenson, PE <i>Interim City Engineer Personnel</i> Task Leader Registered Civil Engineer, CA (#20354)	40 Years Municipal Management Experience - City Engineer/Public Works Director – 14 S. CA. Municipalities - Program Manager, City of Pomona's \$80 Million CIP - Responsible for Procuring \$100+ Million in Grant Funding
Task Leaders	
Mike Foreman, PLS <i>Land Surveying;</i> <i>Subdivision Map Checking</i> Professional Land Surveyor, CA (#5778)	40 Years Survey, Right-of-Way Engineering, & Map Check Experience - Map Check Services for 30+ Municipalities, Including Laguna Hills - Surveying Oversight for Laguna Hills CIP Projects - Acting City Surveyor for 5 California Cities
Daljit Marwah, PE <i>Improvement, Traffic Control, and Grading Plan Checking</i> MS, Financial & Marketing Mgt. BS, Mechanical Engineering Registered Civil Engineer, CA (#26770)	35 Years of Civil Engineering & Development Review/Processing Experience - Overseen Plan Review Services for 15+ Public Agencies in Orange, Los Angeles, & Riverside Counties, Including Laguna Hills - Plan Review for More Than \$2 Billion in Development/Infrastructure
Chris Poli, PE <i>Roadway Widening, Improvement or Rehabilitation Design</i> BS, Civil Engineering Registered Civil Engineer, CA (#50401)	20 Years Roadway / Transportation-Oriented Design Engineering Expertise - Project Engineer, Roadway Improvements (Cities of Laguna Hills and La Habra, County of Los Angeles, County of Riverside) - High Level of Proficiency with Microstation & AutoCAD Platforms - Project Engineer, High-Profile Transportation Projects (ACTA, SR 91)
Cathy Shepherd <i>Public Finance & Asset Management/GASB 34</i> BA, Economics	- Completed 100+ Special District Formation/Administration Projects - Prepared Landscape/Lighting Feasibility Study for the City - Financial Analyst, District Formation and Administration 18 Years of Public Finance Expertise
Chuck Crandall, CPA <i>Measure M Compliance Reporting</i> B.S., Business Management	25 Years of Asset Management Experience - Proven, Proactive Project Management Track Record - Extensive Agencies Experience Throughout Southern CA. - Implemented California's First GASB 34 Pilot Study for City of Tracy
Anabella Hedman, EIT <i>Stormwater Quality Management and Field Inspection</i> BS, Civil Engineering	- Designed/Coordinated 50+ BMPs - Proficiency with Water Quality Issues Throughout Southern CA - Expertise Reviewing & Preparing WQMPs, and SWQMP Reports, & Drainage Studies
Robert Doss, PE <i>Public Works Construction and Encroachment Permit Inspection/Observation;</i> <i>Capital Improvement CM and/or Project Management</i> Registered Civil Engineer, CA (#362125)	30+ Years Civil/Transportation Engineering & Construction Management Experience - Director of Public Works/City Engineer, City of Stanton - Resident Engineer, Major Projects in Los Angeles & Orange Counties
Gary Heinbuch <i>Landscape Construction and/or Maintenance Inspection/ Observation</i> B.A., Industrial Arts	30+ Years of Construction Management and Inspection Experience - Current Construction Inspection/Management Oversight & Daily Coordination with Bureau Veritas Inspectors (Cities of Laguna Hills, San Clemente, Torrance, Fontana, & Indio; County of Los Angeles) - Construction Manager, 1984 Olympics (Los Angeles) - Construction Manager, 50+ Recreational & Landscaping Projects





Consultant Services Checklist and Scope of Work

Our team believes that one key approach to maximizing return on investment and accomplishing the most in the shortest timeframe is implementing a program management concept. We have successfully used this approach and accompanying Best Practices to manage large-scale, high-profile development and redevelopment programs, as well as on-call contracts. These lessons learned are incorporated within cost, schedule, and documentation controls under a streamlined and centralized process that promotes accountability, versatility, cost-efficiency, and responsiveness. Our Consultant Services Checklist is included below, followed by brief scope of work descriptions for each service for which we are proposing to provide services.

CONSULTANT SERVICES

Consultant Name: Bureau Veritas

Please check the services that you will provide and return this form with your proposal.

- ☒ Land Surveying (Design, Construction, Boundary)
- ☒ Improvement, Traffic Control, and Grading Plan Checking
- ☒ Subdivision Map Checking
- ☒ Measure M Compliance Reporting Including Biannual Pavement Management Program (APWA PAVR) Update
- ☒ Grant Preparation (Federal, State, and Local)
- ☒ Stormwater Quality Management and Field Inspection of Both the SARWQCB and SDRWQCB Requirements
- ☒ Roadway Widening, Improvement or Rehabilitation Design
- ☒ Public Works Construction and Encroachment Permit Inspection/Observation Under the Direction of the City Engineer
- ☒ Capital Improvement Construction Management and/or Project Management Including Federal Regulations Compliance
- ☒ Interim City Engineer Personnel (Vacation Coverage)
- ☐ Weed Abatement Field Inspection and Administration
- ☒ Landscape Construction and/or Maintenance Inspection/Observation
- ☒ Other (Designate Service) Assessment Engineering/Public Finance





Land Surveying and Subdivision Map Checking

Mike Foreman, PLS, our task leader, has provided surveying oversight and map checking for over 15 years to the City. He will monitor that field surveys set horizontal and vertical control (temporary benchmarks) and tie into the City's aerial mapping. Survey will tie to all accessible existing monumentation to set project centerline and property lines. All base mapping will accurately show the locations of surface and subsurface utilities and improvements as found in the field surveys and agency records. Construction surveying will be coordinated closely with the Construction Management/Resident Engineer. Some keys include that the survey crew verify and locate ties to existing surface or underground structures that will be joined by new construction with the engineering plans. The "joins" will be reviewed and any discrepancies will be noted to the Resident Field Engineer/Inspector. Copies of all field notes, cut sheets, and staking diagrams are supplied to the Field Engineer/Inspector and also reviewed and checked by the Supervising Land Surveyor in charge. A three-point check is made by the field survey crew at each station occupied prior to setting any construction stakes. A comparative analysis of staked coordinate values and design coordinated values is performed, which immediately detects any errors and allows for early correction.

Improvement, Traffic Control, and Grading Plan Checking

Our team of professionals and seasoned specialists bring the expertise, continuity, and proven best practices to deliver quality plan checks and responsive service. Our Improvement, Traffic Control and Grading Plan Checking team, led by task leader **Daljit Marwah, PE**, will maintain accountability through the use of formalized processes; a simple, yet powerful and interactive web-enabled project management system, as well as streamlined electronic plan check procedures should the City desire to use these tools. The plan check process we will follow will be managed through our **CARE Program**, a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented on each and every project. The specific roles of each of our CARE elements are as follows:

Coordinator: Our administrative staff will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status.

Analyst: Our analysts will review submittals, title sheets, legal descriptions, and cost estimates; maintain files; monitor due dates; prepare bond letters; generate budget and status tracking reports; and coordinate invoicing. Our analysts also maximize and "right place" staff resources to meet turnaround times in a quality manner.

Reviewer: Our plan check-experienced reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with clerical staff; attend review meetings; and communicate questions/solutions to project stakeholders.

Expert: Our experts (registered engineers/land surveyors and certified planners) will provide quality review of the applicable plans and reports in accordance with all accepted engineering and industry professional practices and shall comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; oversee billing edits and invoice accuracy/completeness; and communicate solutions to project stakeholders.

The quality of our staff provides you with a proven extension to your staff that binds the varying interests of your operations, the citizens you serve, and legal and regulatory considerations into a dynamic, flexible working system. The success of this system is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff.





Electronic Plan Check

If you are seeking to streamline the development review process, electronic reviews save significant time and money. We have successfully utilized this approach for over 60 clients. Reviews and comments are accessible instantaneously 24/7 via the web. The process encourages collaborative net meetings and reviews in real time, enhances fast-track requests, reduces filing space and waste, builds stakeholder consensus, and promotes project transparency.

Measure M Compliance Reporting, Including Biannual Pavement Management Program (APWA PAVER) Update

Recognizing the need to continually improve the management of its pavement and right-of-way network, we know the City of Laguna Hills is seeking an experienced team to update the City's pavement management program to complete the necessary Measure M Compliance Reporting. Our team, led by Chuck Crandall, CPA, will analyze, evaluate and report on pavement conditions per the City's requirements.

A primary component of any Pavement Management Program is a thorough review of the City's existing data management platform and an evaluation of the completeness and effectiveness of the current software suite. Recommendations are to be made for upgrading the software suite to the latest versions and the data presentation functions and software interface components are to be evaluated for ease of use and reporting flexibility for use with the City's long term data management plan for the pavement management program. Specifically, we will:

- Determine the present condition status of the pavement network for the designated secondary arterial and higher classification streets.
- Compile the list of road segments, by condition, within the network based on current data files;
- Determine rehabilitation/maintenance needs of each street segment and determine a cost/benefit analysis for repairs
- Set strategies and determine an optimized priority maintenance program based on cost/benefit analysis
- Determine optimum annual budget levels for pavement maintenance in the future
- Prepare a complete report for the updated pavement management recommendations
- Integrate the pavement management data with GIS as it fits the City's needs;
- Evaluate the existing pavement management data, software suite and proposed upgrades to the data management platform;
- Make recommendations for upgrades to the software suite and the data presentation functions;
- Evaluate and make recommendations for software interface components with regard to ease of use and reporting flexibility for use with the City's long term data management plan for the pavement management program; and,
- Be available to train City staff to establish in-house stewardship for future pavement management needs.

Grant Preparation

We understand the intricacies of the state and federal funding processes and the importance the funding has to the City of Laguna Hills' budget. Bureau Veritas has significant experience with the complex requirements associated with outside funding sources, including Measure M, Community Development Block Grant, TEA-21, State Gas Tax, and other available state and federal grants/funding sources, both at the planning and final design level. For instance, within the past five years our firm has managed the processing of over \$100 million in federally funded roadway projects in Southern California, many of which have required Caltrans audits.

We have the capability to apply for and obtain additional grant funds for future projects. Our staff has assisted many other jurisdictions in the successful acquisition, administration, and reimbursement of special funds. We are very familiar with grant funding opportunities through a variety of programs, such as the HES and the Safe Route to School Program. Our team's extensive experience with Caltrans staff in administering current funds, closeout of projects, encroachment permits, and special



Proposal for On-Call Civil Engineering and Management Services

studies will enable us to assist the City in an effective manner immediately after contract start up. The following table reflects some of the outside funding sources obtained by Bureau Veritas for Orange County cities just in the past 10 years.

Outside Funding Sources Since 1998

Client	Project Title	Funding Source	Year Funding Obtained	Amount
City of Laguna Hills	Oso Parkway at Cabot Road Intersection Improvements	OCTA/Measure M	1998	\$1,051,000
	Paseo de Valencia at Laguna Hills Drive Intersection Improvements			
	El Toro Road at Avenida de la Carlota	OCTA/Measure M	2006	\$2,235,000
	El Toro Road at Paseo de Valencia			
	La Paz Road from Cabot Drive to Interstate-5			
City of Yorba Linda	Imperial Hwy.	Orange County Measure M Funding Program (OCTA/Measure M)	2001	\$40,000,000
	Fairmont Bridge	OCTA/Measure M	2000	\$2,500,000
	Metro Link Station	Federal/TEA	2001	\$4,000,000
City of Rancho Santa Margarita	Traffic Signals	OCTA/Measure M	2004	\$750,000
	Plano Trabuco	TEA-LU	2004	\$500,000
	Various Streets	AHRP/Federal	2003-2005	\$1,600,000

Stormwater Quality Management and Field Inspection

Bureau Veritas can provide programmatic solutions to your stormwater quality needs, directed by task leader, **Anabella Hedman**. This includes developing and implementing stormwater programs in compliance with NPDES requirements; training City staff; responding to RWQCB directives and citizen concerns; representing cities on numerous Permittee Committees; coordinating inventory of City municipal, residential, industrial, and commercial facilities; reviews City Ordinances, General Plan, and Standard Conditions of Project Approval for compliance with NPDES; preparing annual reports per mandated regulations; preparing and/or reviewing SWPPPs and water quality management plans; and coordinating outreach and inspection efforts associated with commercial/Industrial facilities.

For field inspection a premium will be placed on close communication; community education/outreach; accurate and detailed findings; accessibility to inspection forms and photographs; and Final Reports. For CIP projects our inspectors will monitor sites to ensure temporary BMPs are installed and maintained while permanent BMPs are constructed per standards and specifications. For industrial and commercial facilities each business will be notified by letter giving them the date,





time, and reason for the inspection. The letter will state that the inspector will be a representative of the City.

Prior to the inspection, our coordinators and inspectors will familiarize themselves with the facility by reviewing the database that exists in the City's files and will set up a checklist to correspond with the listed BMPs at the facility. They will also complete the first section of the inspection forms with the business general information. During the site visits, our inspectors will meet with the business manager or responsible party and introduce the City's stormwater program as well as distribute the necessary educational materials. Our inspectors will then verify the site information with what is provided in the City's database, perform a thorough examination of the facility and all outdoor activities which could potentially generate urban runoff pollution, evaluate the NAICS codes to verify that it correctly reflects the business' principal activity, evaluate onsite BMPs and staff training, and review the site's SWPPP and storm water monitoring program. At the completion of the walk-through, the inspectors will recommend corrective actions and provide a photocopy or fax of the inspection report for the business' records. Each inspection will take from one-half to two hours with an average of one hour per inspection portal to portal. After the inspections are completed our coordinator/analyst will meet with our inspectors on a weekly basis and update the City's database with the new inspection information. A Final Report will also be prepared summarizing all the commercial and industrial inspection results, violations, education efforts, and BMP assessments.

Roadway Widening, Improvement or Rehabilitation Design

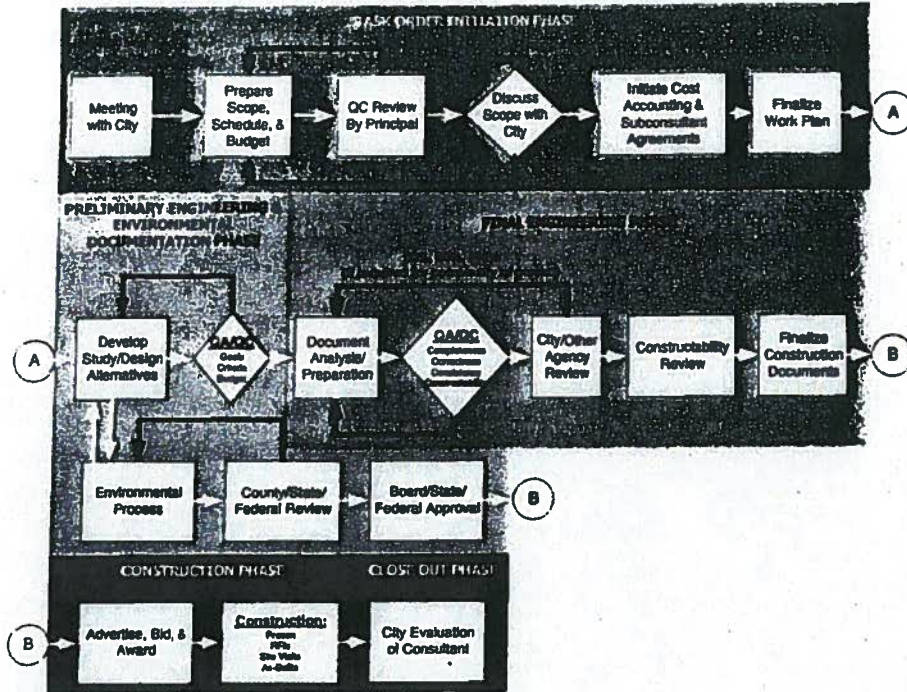
Bureau Veritas' Project Management goal is to provide **value-added services** that yield innovative yet practical solutions to promote cost-effective and timely delivery, while protecting and enhancing the value of your infrastructure. Our design task leader, **Chris Poli, PE**, will coordinate with our technical staff, to ensure technical viability, monitor schedules/budgets, and assure the entire project team integrates seamlessly to deliver the best possible project. Our staff has a proven ability to partner with municipal clients, including your City, and assess priorities in order to keep your project on schedule and under budget. Specific management and technical activities to be performed include the following:

- **Kick-Off Meeting** to discuss major features and details of the specific project assignment, identify jurisdictional agency approval and/or permit requirements, establish clear lines of communication, gather background data, and discuss any special requirements, constraints, and/or opportunities available to expedite the project in a cost-effective and timely manner.
- **Research and Review** of all available relevant information, data, and reports.
- **Initial Evaluation / Agency Coordination** to identify alternative solutions for key elements of the project and evaluate their feasibility based on factors including cost-effectiveness, constructability, utility impacts, safety, implementation requirements and overall project schedule, and other constraints.
- **Client / Agency Review** for review and concurrence prior to coordination with other permitting agencies for plan check review and comments.
- **Project Finalization, Approvals, and Permit Processing**, including compiling input, concerns, and comments from permitting agencies for resolution and finalization of the plans.
- **Construction Support** during the bidding/construction phases.



Proposal for On-Call Civil Engineering and Management Services

The chart below shows the project flow for a typical civil engineering design assignment.



Producing Error Free Work

Bureau Veritas is a very process-oriented firm, focusing on the implementation of best practices. We are committed to a stringent Quality Assurance, Quality Control and Constructability Review protocol for all deliverables submitted to a client. Our QA/QC and Constructability Review program will consist of four primary components for your project. We call this internal program the "four check" program for quality and success.

- ✓ Check 1 – Scope of Services and Contract Review
- ✓ Check 2 – Concepts and Criteria Review
- ✓ Check 3 – Submittal Reviews
- ✓ Check 4 – Constructability Reviews

Project Schedule and Cost Control

Bureau Veritas places a premium on utilizing proven scheduling resources and tools which provide open lines of communication, and maintain project momentum and successfully complete projects within budget and on schedule. These tools include the following:

Regularly Updating the Schedule

Holding Weekly Resource Allocation Meetings

- Distributing & Updating Action Items Listing
- Conducting Monthly Progress Meetings:

Tracking the Budget

- Progress Reporting via Monthly Status Reports & E-Mail Updates



Public Works Construction and Encroachment Permit Inspection/Observation and Landscape Construction and/or Maintenance Inspection/Observation

Bureau Veritas provides full inspection services for agencies. Led by task leaders, **Bob Doss, PE** and **Gary Heinbuch**, our team, including inspectors such as **Bill Krelle**, can provide inspection services for a single project that may be complex or unique due to its type of construction or size, or we can provide staff to handle all inspection services for the all of the City's projects, including park, landscaping, and turf-related projects. Our staff will be dedicated to providing the highest level of customer service and ensuring that all work is in conformance with the requirements of the City and all other applicable codes with detailed daily reports and photographic documentation provided. Our inspection can be adjusted on fast track projects to provide a high level of coordination specifically suited to gain compliance with all applicable codes on a shortened timetable. Our inspectors are certified and have extensive experience in inspection of public works projects and coordinating with applicable permitting agencies. The need to track and assess design changes in the field has created a need for inspectors on these projects to be especially aware. Fast-track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. Our Inspection Team also provides on-call inspection services to cover staff vacation time, peak work loads, specialized inspection activities and others as needed. These activities may include:

- ✓ Next-day inspections.
- ✓ Same-day response to uniquely important or urgent inspection requests.
- ✓ Inspections of a clearly urgent nature (generally these are requests that pertain to serious and urgent life-safety concerns).

Capital Improvement Construction Management and/or Project Management

Bureau Veritas' staff, led by task leader **Bob Doss, PE** and/or **Gary Heinbuch**, will prepare a Construction Management Plan (CMP) for each project. The CMP is a project-specific plan that serves as a guideline for the execution of all construction-related activities. The purpose of the plan is to facilitate smooth coordination and communication among all parties involved, including the designers and the City staff, and to establish protocols for effective execution of the project requirements. We propose to divide the CMP into two sections - the Management Plan and the Administrative Procedures. The draft CMP will be prepared immediately after our mobilization and updated continually as a project matures. A partial list of the activities and procedures covered in the CMP includes:

Section One -- Management Plan

- Project Description
- Key Project Success Factors
- Directory of Participants.
- Organization Chart
- Responsibility Assignment Matrix
- Emergency Response Plan
- Safety Plan
- QA/Inspection Plan

Disputes/Claims Management Plan

Section Two -- Administrative Procedures

- Records Management
- RFI Management
- Submittal Management
- Meeting Management
- Scheduling
- Change Orders
- Pay Applications
- Monthly Reports
- Correspondence
- Punch Lists
- Closeout





Construction Management Task Approach

The following is our typical approach to providing Construction Management and Inspection Services. Suggested tasks include the following:

- | | |
|---------|---|
| TASK 1. | Constructability / Biddability / Value Engineering Review |
| TASK 2. | Construction Scheduling |
| TASK 3. | Project Inspection & Quality Assurance/ Quality Control (QA/QC) |
| TASK 4. | Contract Administration & Project Documentation |
| TASK 5. | Claims Management |
| TASK 6. | Contract Close-out |

Interim City Engineer Personnel

Bureau Veritas' Municipal Consulting Group was founded by our task leader, Roy Stephenson, PE, on the premise of providing contract city engineering services. We have fulfilled this role for the City of Laguna Hills for many years and understand the role requires us to serve as a seamless extension of your staff, working effectively with City Council and various departments, while protecting the interest of your city and constituents. Some of these tasks include preparing and managing project budgets; preparing budgets for and recommending projects to be included in fiscal year CIP; construction management; preparing master plans; managing, recruiting, and selecting staff and consultants; preparing staff reports for governing bodies; making presentations to City Council, committees, and community groups; preparing letters, answering phone calls, and meeting in person with the public to respond to citizen concerns; preparing letters to other agencies for approvals, requests for information, and funding; reviewing private development plans; and coordinating projects with applicable utilities and agencies.

Public Finance & Assessment Engineering

Our task leader, Cathy Shepherd, and her team have extensive experience in assessment district engineering, including construction cost acquisition audits and reapportionment of assessment liens. We will perform the following services, if needed, during the formation of an Assessment District:

Phase I – District Formation

1. **Project Kick off Meeting:** Our task leader, Cathy Shepherd, will meet with City staff, developers, property owners, legal counsel and other team members to discuss the details of the project including the project approach, scope of services, latest facts, district boundaries and potential assessment methodologies for spreading the improvement costs.
2. **Development of Assessment Methodology Alternatives:** Based upon the direction received at the project team kickoff meeting, Bureau Veritas staff, led by Cathy Shepherd, will develop up to three preliminary Assessment Spread Methodologies to apportion the improvement costs reflecting the benefits the parcels are receiving from the improvements in accordance with statutory requirements including Proposition 218.
3. **Preparation of Engineer's Report and Assessment Diagram:** Bureau Veritas staff will prepare an Assessment Diagram showing the proposed boundaries of the Assessment District. The diagram shall show the assessor's parcel numbers of all parcels included in the district. They will also prepare the Engineer's Report which shall include the following information at a minimum: a) Background information relative to the project; b) Construction cost estimate; c) A description of the public improvement to be included in the district; d) A description of the Assessment Methodology by which the improvement costs are apportioned upon properties that benefit from the improvement; e) A reduced copy of the Assessment Diagram.

Bureau Veritas will attend a public hearing for the district held before the City Council and assist City staff with presentation as required.





4. **Preparation of Notices and Ballots:** Bureau Veritas staff will assist in the preparation and mailing of notices and ballots in compliance with statutory requirements including Proposition 218.
5. **Recordation of Diagram and Notice of Assessment:** Once the District has been approved by property owners, Bureau Veritas staff, led by Cathy Shepherd, will have the Notice of Assessment and the Assessment Diagram recorded at the County Recorder's Office and will return to the City a confirmed copy for the City's files.

Phase II – Annual Assessment Enrollment

1. Bureau Veritas will prepare the electronic copy of the assessment roll, which would be based on the debt service requirements and the assessment lien per parcel.
2. We will submit the Assessment Roll to the Orange County Treasurer-Tax Collector and make adjustments or corrections as required.
3. Throughout the year, Bureau Veritas staff will be available to assist the city with the reapportionment of assessment liens occurring as a result of parcel changes due to the subdivision process. Assessment liens will be reapportioned based on the methodology presented in the Engineer's Report in the same manner as if the newly created parcels were in existence at the time of district formation. Bureau Veritas will prepare Amended Assessment Diagrams for the newly created parcels.
4. Bureau Veritas staff members are also available to assist the City with the review of developers' construction cost documentation and verification audits.
5. Bureau Veritas will assist City staff throughout the year as needed on matters pertaining to the CFD, including assistance with property owner inquiries if necessary.





Previous Experience and References

Bureau Veritas has built long-term partnerships with agencies. We understand that accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to our professional excellence is the fact that we provide services to many of our municipal clients since their incorporation. Following are the detailed references below and a representative sampling of how we have added value to current public agency clients.

As-Needed Professional Services, City of San Clemente

Contact Name: Bill Cameron PE, City Engineer
Address: 910 Calle Negocio, San Clemente, CA 92673
Phone Number: 949.361.6120

Bureau Veritas has been providing plan check (civil and architectural/building), map check, development processing, civil engineering design, and inspection services over the past nine years. Our staff has been providing development engineering management for the \$1.5 billion Talega Development, a 3,500-acre project which includes 3,500 homes, an 18-hole golf course, a school, parks, and a town center. We are also providing map check and civil plan check as well as inspection for the 313-unit Marblehead Coastal Development, a mixed use development of upscale single family homes, townhomes, and commercial uses adjacent to the Pacific Ocean. The City and developers have been on very tight schedules for reviews on both projects and we have successfully met the City's review schedule requirements. We have also provided building plan check, building inspection, and counter technician services for large commercial developments. Previously, we designed roadway rehabilitation projects citywide.

"Your Plan Check Project Manager, Daljit Marwah, PE, has done a great job on the Talega project and always performs to the highest level of professionalism."
Bill Cameron, PE
City of San Clemente

"Bureau Veritas staff has been an invaluable resource in helping us meet our plan review needs."
Mike Jorgensen, PE, CBO
Community Development Director
City of San Clemente

As-Needed Professional Services, City of Rancho Santa Margarita

Contact Name: Tom Wheeler, PE, Director of Public Works/City Engineer
Address: 22112 El Paseo, Rancho Santa Margarita, CA 92688
Phone Number: 949.635.1800

Bureau Veritas has provided a variety of services to the City of Rancho Santa Margarita since incorporation in 2000. We have provided in-house City Engineer, Building Official, funding procurement, Engineering Department representative to City Council, program management, plan check and map review, design, surveying, capital improvement administration, budget preparation, NPDES compliance, GASB 34 compliance, asset management, and construction management/inspection services.

The City's goal was to establish efficient and cost-effective solutions that are responsive to the residents of the community. The Bureau Veritas team prepared an Action Plan to implement strategies, policies and procedures, funding procurements and departmental budgets, Capital Improvement Program, as well as created standards and forms not only to measure the Plan's effectiveness, moreover to establish the new City's organization. Through our extensive research and ability to work with multiple agencies, we were able to capture over \$3 million in available grants and funds for the City. The CIP

"You have done an excellent job in providing citizen-friendly and responsive services. Your breadth of consulting expertise and knowledge of how cities operate has been instrumental in solving technically challenging issues, offering innovative and cost-effective solutions, and procuring funding for important public works projects."

Tom Wheeler, PE
City of Rancho Santa Margarita



Proposal for On-Call Civil Engineering and Management Services

Plan allowed us to provide the City with construction documents and specifications for a Citywide Slurry Seal Program. Bureau Veritas team members were also instrumental in gathering additional funding resources to build Banderas Bridge. Before the City was incorporated, the Transportation Corridor Agencies had slated this project for future construction. Unfortunately, when the City became incorporated, the need for the bridge project diminished. Due to requests from local citizens and City staff members, and further research from our staff, we were able to capture an additional \$2.6 million over and above the established CIP Program from the OCTA, Transportation Corridor Agency as well as private contributions to construct the bridge. The bridge is located over the 241 toll road.

As-Needed Professional Services, City of Pomona

Contact Name: Tim D'Zmura, PE, CBO, Public Works Director/City Engineer/Building Official
Address: 505 S. Garey Avenue, Pomona, CA 91766
Phone Number: 909.620.2220

Bureau Veritas has provided a variety of services for the City of Pomona since 1975. We have provided Interim Public Works Director, plan check and map review, construction inspection, program management, land acquisition, design and project management services. We are currently providing program management services, including land acquisition, contract negotiations, as well as attend City Council / Planning Commission meetings for the implementation of the Pomona Valley Transfer Station.

Bureau Veritas' extension of staff Public Works Director organized, managed and implemented the City's \$80 million **Capital Improvement Program** as well as identified the planning commission. A major project in Pomona was the \$2 million **Mission Avenue Street Rehabilitation and Streetscape Enhancement** project which included street reconstruction, resurfacing, and new street trees along the corridor. Intersection enhancements were also included at key arterial crossings.

We prepared a drainage study and hydrology report for the nine square mile watershed tributary to Chino Creek Channel at the State Route 60 crossing. Final PS&E design included drainage crossing structures, highway drainage, and reconstruction of 1,100 LF of Chino Creek Channel. On-site hydrology and hydraulics were based on Caltrans procedures and standards. The complex geometric design and construction staging required a challenging coordination of many concurrent design elements. Bureau Veritas assisted the City of Pomona through many public hearings, meetings, Caltrans coordination, and required approvals. Bureau Veritas also performed the design survey for the project in conjunction with pre-existing Caltrans control surveys and photogrammetry. Using total stations and data collectors, design alignments were profiled and cross-sectioned. Survey data was downloaded to computers for computer-aided design/drafting and earthwork calculations. The project was fast-tracked to completion two months ahead of schedule.

Another high-profile project included the **award-winning \$70+ million State Route 60/71 Interchange** design to alleviate traffic congestion in South Pomona and provide a vital link between Los Angeles and Riverside County. The design included the construction of 11.5 miles of freeway, 2 bridge widenings, 14 new bridges, connectors, ramps, local streets, 14 retaining walls, 4 soundwalls, over 2.6 million cubic yards of excavation, extensive surface and subsurface drainage improvements, restoration of two major landslides, development of detailed construction staging, erosion control, highway lighting, signing, and delineation, six sets of intersection traffic signals; four ramp metering systems; and major drainage structures. The fourth level overcrossing used single cell box girders with transverse prestressing.

Recently, we provided on-site extension of staff support for a variety of City of Pomona CIP projects. These projects included 6 roadway and parkway improvement projects and 10 individual street light improvement district projects. The roadway and parkway improvement projects were funded by a variety of CDBG, bond, and gas tax monies. The scope of work for these 6 projects included





Proposal for On-Call Civil Engineering and Management Services

verification of funded resources; project quantification and preparation of revised Engineer's Estimates; project re-scoping based on fund availability; and preparation of public works contract documents and bid support. The scope of work for the 10 individual street light improvement district projects, with an aggregate of 336 street lights, included verification and restructuring of appropriated CDBG and general fund allocations, preparation of design RFPs for the individual projects, and selection of design consultants. In addition to supporting these 16 projects we also performed consulting services to the Utility Services Division. Our responsibilities included project scoping as well as preparation of a Program Management RFP for design, construction, construction management, and QA/QC services for \$70M of bond - funded water and sewer improvements.

As-Needed Professional Services, City of Yorba Linda

Contact Name: Mark Stowell, PE, Public Works Director/City Engineer
Address: 4845 Case Loma Avenue, Yorba Linda, CA 92885
Phone Number: 714.961.7170

For over 25 years since Bureau Veritas initially provided transition services for the newly incorporated City, our staff provided full service City Engineer, Traffic Engineer, Landscape Architect, plan check; Right-of-Way Agent, Construction Administration and Inspection, Redevelopment Agency Engineer, and design services. Until the City brought these positions in-house, our staff's responsibilities included statutory duties, development review, capital improvement preparation, supervision of City staff, budget preparation, advisor to City Council, traffic operations review, signal operations, advisor to Traffic Committee, project management, and design. We have continued to provide development review, map check, surveying, assessment engineering, public works construction oversight, capital improvement design, grant funding, and Citywide GIS development services.

State Route 90: Project management for the final design and inspection of a 7 mile-long, **APWA Southern California Chapter "Project of the Year."** Bureau Veritas was responsible for the preparation of three separate construction documents for the three project phases. Funding was provided by Measure 'M' sales tax "Smart Street" program. The project was the subject of a voter referendum endorsed by residents. The concerns of business owners, Caltrans, U.S. Army Corps of Engineers, National and State Wildlife Services, and the Regional Water Quality Control Board were mitigated by specialized designs and negotiations that were finally acceptable by all concerned. **The final design was ready and permits in place at the same time as the construction funds were available.** The project included 5.5 miles of conventional highway and freeway widening, modifications to a partial cloverleaf interchange with State Route 91, two bridges, 2.5 miles of sound walls, utilities, drainage including reinforced concrete double box culverts, lighting, striping, signals, and signing. Sound walls were designed in combination with earth berms for aesthetics.

Fairmont Boulevard Railroad Grade Separation: Project management for the civil design, PS&E and construction support for the extension of Fairmont Boulevard from the Fairmont Extension in Yorba Linda to La Palma Avenue in Anaheim. Project included PUC approval for a grade separation over BNSF railroad tracks, relocation of a 30-inch high pressure gas transmission line, and construction of approximately 1,300 feet of new 4-lane roadway with equestrian trail, soundwalls and retaining walls.

Black Gold Golf Club: As contract city engineer, Bureau Veritas provided technical support for development of a championship golf course which opened to rave reviews in 2001 and hosted the United States Open Sectional Qualifications in 2002. Our staff negotiated the pre-annexation development agreement, resulting in a transfer of 220 acres of land at no cost to the City, selected the consultants, coordinated their efforts with the adjacent developer's design team, presided over regularly scheduled study meetings to resolve issues that arose during design and construction, and pre-qualified the golf course and clubhouse contractors. The success of the project is a testimony to the myriad of specialists involved in a project that also included obtaining the necessary approvals from various agencies. The project included establishment of nearly 100 acres of gnatcatcher habitat and 20 acres of new wetlands.



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

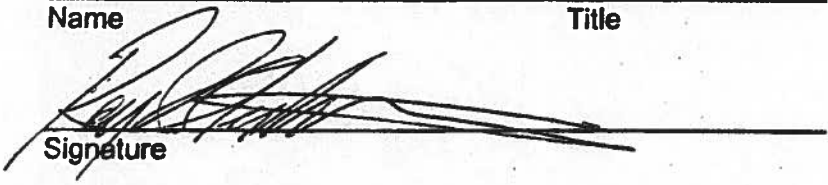
I hereby certify on behalf of Bureau Veritas (Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws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

Roy Stephenson

Business Development, MCO

Name

Title


Signature

May 15, 2008

Date

CITY OF LAGUNA HILLS
DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF CONSULTANT: Bureau Veritas

DISCLOSURE/EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR
CITY EMPLOYEES:

None.

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

None.

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

Signed this 15 day of May, at
San Diego, California.

Name: Roy Stephenson

Title: Business Development, MCO

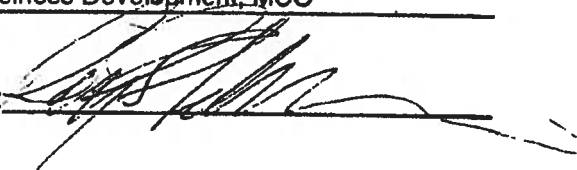
Signature: 

EXHIBIT "D"

SCHEDULE OF COMPENSATION



Fee Schedule

Community Development

Billing Title	Hourly Billing Rates
Building Official	\$175
Deputy Building Official	\$150
Senior Inspector	\$100
Inspector	\$90
Plans Examiner IV	\$145
Plans Examiner III	\$135
Plans Examiner II	\$125
Plans Examiner I	\$115
Permit Technician III	\$100
Permit Technician II	\$85
Permit Technician I	\$75

Program Management / Engineering

Billing Title	Hourly Billing Rates
Sr. Engineer II	\$165
Sr. Engineer I	\$155
Engineer V	\$150
Engineer IV	\$140
Engineer III	\$130
Engineer II	\$120
Engineer I	\$100
Engineering Asst II	\$95
Engineering Asst I	\$85
Specialist/Designer IV	\$155
Specialist/Designer III	\$145
Specialist/Designer II	\$135
Specialist/Designer I	\$125

Construction Management / Observation

Billing Title	Hourly Billing Rates
Resident Engineer II	\$185
Resident Engineer I	\$165
Construction Manager Director	\$185
Construction Manager	\$150
Construction Observer V	\$130
Construction Observer IV	\$125
Construction Observer III	\$95
Construction Observer II	\$85
Construction Observer I	\$80
Construction Technician	\$80

Special Services / Administration

Billing Title	Hourly Billing Rates
Principal / Expert Witness	\$250
Sr. Project Manager	\$200
Project Manager	\$175
Technician IV	\$115
Technician III	\$95
Technician II	\$85
Technician I	\$75
Administrative Mgmt	\$125
Sr. Admin Assistant	\$100
AA III / Contracts Splst.	\$85
Admin Assistant II	\$80
AA I/Clerical II	\$65
Clerical I	\$50

Professional Reimbursement:

The hourly billing rates include the cost of salaries of the Bureau Veritas employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times their hourly rate for time worked in an overtime status. Billing rates will be calculated at 1-1/2 times the normal standard rate for these overtime hours.



Proposal for On-Call Civil Engineering and Management Services

Direct Expenses:

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus fifteen percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for employee-owned vehicles used in connection with the work will be at the current IRS per mile rate.

Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2008 through December 31, 2008, and will be adjusted thereafter.





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH WILLDAN GROUP, INC., FOR ON-CALL CIVIL ENGINEERING AND
MANAGEMENT SERVICES**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN GROUP, INC.,
AND AUTHORIZE THE CITY MANAGER TO SIGN THE AMENDMENT AND THE CITY
CLERK TO ATTEST THERETO.**

SUMMARY:

Willdan Group, Inc., (Willdan) provides staff support and Civil Engineering design services to the City on a task order basis. Willdan is one of several firms that provide contracted services as needed. The Professional Services Agreement for their work will expire as of June 30, 2013, unless extended by mutual consent. As there are projects in process involving the services of Willdan, staff recommends a one-year term extension of the current Agreement. During the 2013-14 Fiscal Year, staff will issue a Request for Proposal to renew these types of services for a multi-year period.

BACKGROUND:

The City operates on a contract model and is provided professional Civil Engineering services on an as needed basis through Agreements with several service providers. In 2008, following a Request for Proposal process, the City selected Willdan Group, Inc., (Willdan), among others, to provide the City with On-call Civil Engineering and Management Services. The current Professional Services Agreement (Agreement) with Willdan will expire on June 30, 2013, unless extended by mutual consent.

Willdan is providing services to the City for several work efforts which will continue into the next fiscal year. Accordingly, it is recommended that the current Agreement with Willdan be extended for one year so as to not interrupt the related projects. This Agreement

extension can be accomplished through the approval of the attached Amendment No. 1 to the Agreement.

During the next fiscal year, staff will be issuing a Request for Proposal to engage new firms in the provision of On-call Civil Engineering and Management Services to the City.

FISCAL IMPACT:

The compensation to be provided to Willdan is unchanged by the adoption of Amendment No. 1 to the Agreement. The Agreement provides for an annual maximum compensation of \$250,000, although the current work assignments are not expected to approach that value. Funding for the work provided by Willdan is included in the 2013-14 Fiscal Year Capital Improvement Program Budget.

ATTACHMENTS:

- Amendment No. 1

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WILLDAN GROUP, INC.
(On-Call Civil Engineering and Management Services)

THIS FIRST AMENDMENT to the Willdan Professional Services Agreement for On-Call Civil Engineering and Management Services (the "Amendment") is hereby made and entered into to be effective the 1st day of July 2013, 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 the "City"), and WILLDAN GROUP, INC., a Delaware Corporation (hereinafter referred to as the "Consultant") (collectively, the "Parties").

RECITALS

A. City and Consultant previously entered into that certain professional services agreement, dated July 1, 2008, for the provision of on-call Civil Engineering and Management Services for staff support, operations and capital improvement project design and administration that may be required by City on an on-call basis (hereinafter referred to as the "Agreement"). A copy of the Agreement is attached hereto as Attachment "1" for reference purposes.

B. Section 3.4 of the Agreement specifies that the Agreement shall continue in full force and effect for five years (until June 30, 2013), unless extended by mutual written agreement of the Parties. Sections 2.3 (Changes in Scope), 3.4 (Term), and 10.3 (Entire Agreement) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties.

C. Consultant has Work that will extend beyond June 30, 2013, and City and Consultant desire to extend the Agreement under the same terms and conditions as established in the Agreement.

D. The Parties now desire to enter into this Amendment for the purpose of extending the term of the Agreement for one year in order to provide for continued on-call Civil Engineering and Management Services at the same professional hourly rates and under the same terms and conditions as established in the Agreement.

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

AGREEMENT

1. Amendment to Section 3.4, entitled "Term," of the Agreement: Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

"Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and

effect until June 30, 2014, except as may otherwise be provided in the Schedule of Performance (Exhibit "A") and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties."

2. Amendment to Section 10.2, entitled "Notices," of the Agreement. The Consultant contact and address is hereby revised to read as follows:

Kenneth C. Taylor, P.E.
Director of Engineering
Willdan Group, Inc.
2401 East Katella Avenue, Suite 450
Anaheim, CA 92806
T. 714.978.8206
F. 714.978.8299

3. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
4. Corporate Entity. This modifying Amendment recognizes, and it is understood and agreed by the Parties, that Consultant's true and correct corporate entity name is Willdan Group, Inc., a Delaware Corporation, referred to herein and in the Agreement as "Willdan" or Consultant.
5. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

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

"CITY"
CITY OF LAGUNA HILLS
a California Municipal Corporation

By: _____
BRUCE E. CHANNING
City Manager

ATTEST:

By: _____
Peggy J. Johns, City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian, City Attorney

"CONSULTANT"
WILLDAN GROUP, INC.,
A Delaware Corporation

By: _____
Daniel Chow, President

By: _____
Roy L. Gill, Secretary

ATTACHMENT "1"

**PROFESSIONAL SERVICES AGREEMENT
WILLDAN GROUP, INC.
(July 1, 2008)**

PROFESSIONAL SERVICES AGREEMENT
(On-call Civil Engineering and Management Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July, 2008, by and between the CITY OF LAGUNA HILLS, a California general law city and municipal corporation, (hereinafter referred to as "City") and WILL DAN, 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 for On-Call Civil Engineering and Management Services for staff support, operations and capital improvement project design and administration as needed and on a task-order basis (the "Project").

B. Consultant has submitted to City a proposal to provide On-call Civil Engineering and Management Services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

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. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced professionals performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The City's Request for Proposals and the Consultant's Proposal, which are both attached hereto as Exhibits "B" and "C," respectively, are hereby incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals, and the Consultant's Proposal 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 provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Consultant's Proposal (Exhibit "C").

1.3 Compliance with Law. Consultant warrants that all Services rendered hereunder shall be performed in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.4 Licenses, Permits, Fees, and Assessments. Consultant represents and warrants to City that it has obtained 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, 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 indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact in person and in writing and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and

shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services 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 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.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached hereto as Exhibit "D" and is incorporated herein by reference, but not exceeding the annual maximum contract amount of two hundred fifty thousand Dollars, (\$250,000.00) (hereinafter referred to as the "Annual 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 "D." 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. The Annual Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Annual Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Annual Maximum Contract Amount.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive

payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City in a form approved by the City's Controller, 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 in a City issued Task Order.

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) agreed upon and established in the proposal or task order ("Schedule of Performance"). 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, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services but not exceeding five (5) years from the date hereof and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties for an additional term of five (5) years.

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Kenneth Steele, Vice President. 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 services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer, except if such individual is no longer available due to death, retirement, injury, severe illness or is no longer employed by Consultant.

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

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

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

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, 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 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 any performance 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 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 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, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his/her designee due to unique circumstances. In the event the City Manager 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 Manager or his/her designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

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

coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

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

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, 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 subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. 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 a per occurrence basis with a combined single limit of at least Two Million Dollars (\$2,000,000.00) bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of Two Million Dollars (\$2,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least One Million Dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

- 5.3.1. The commercial general, business automobile, and employer liability policies shall be endorsed to contain the following provision:

"City and its officers, council members, officials, employees, agents, and volunteers, and any public agencies whose approval of the project is required, are additional insureds with respect to: liability arising out of acts or omissions of or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant."

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.

- 5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, 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 in this subsection, 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.

- 5.3.5 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, except as limited by the aggregate limits. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements 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 Manager and approved in writing.
- 5.3.7 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. 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.
- 5.3.8 Consultant agrees to ensure that subcontractors, 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.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Verification of Coverage. Consultant shall furnish City certificates of insurance and original endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims to the extent which they arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless, or willful performance of or failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such

Claims arise from the sole negligence of the City, its officers, council members, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness, or willful misconduct of Consultant to any extent, then City shall reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs, and expenses that were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, 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. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. City's reuse of such materials on a project other than the project which is the subject of this Agreement shall be at City's sole risk.

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 its convenience at any time, without cause, in whole or in part, 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, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

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

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

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

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

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

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

8.8 Attorney 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 attorney 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/her financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant 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, religion, color, sex, 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, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

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

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text

messages, instant messages are not acceptable manners of notice required hereunder. 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:

Willdan
Attention: Kenneth Steele, Vice President
2401 East Katella Avenue, Suite 450
Anaheim, CA 92806-6073
Telephone: (714) 978-8200
Facsimile: (714) 978-8299

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

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

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

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

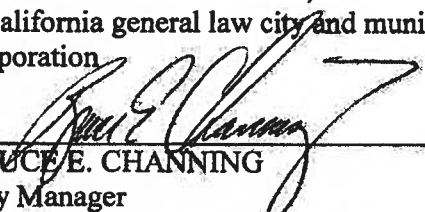
10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which

he or she is signing, (iii) by so executing this Agreement, the Party for which he or 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 or she is signing is bound.

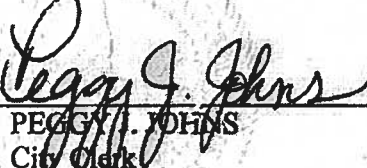
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"CITY"
CITY OF LAGUNA HILLS,
a California general law city and municipal
corporation



BRUCE E. CHANNING
City Manager

ATTEST:



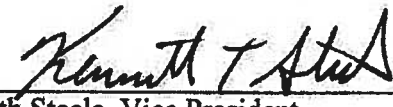
PEGGY J. JOHNS
City Clerk (SEAL)

APPROVED AS TO FORM:



GREGORY E. SIMONIAN
City Attorney

"CONSULTANT"
WILLDAN

By: 

Kenneth Steele, Vice President

By:
Roy Gill, Secretary



EXHIBIT "A"

SCOPE OF SERVICES

In accordance with the City's Request for Proposal, provide Civil Engineering services to accomplish the following work on-call and per task order:

1. A licensed land surveyor and crew to perform field surveys for roadway design, construction staking and boundary surveys, establishing horizontal and vertical controls, monument perpetuation, and to accurately show the locations of surface improvements as needed.
2. Staff and services of plan checking in accordance with City, County, and State standards for improvement plans, grading plans, traffic control plans and subdivision plans as submitted to City for plan review.
3. Annual preparation of Measure M compliance documents including, if requested, the bi-annual update of the City wide Pavement Management Plan.
4. Assistance to staff in identifying and applying for grant funds from local, County, State and Federal sources to further the City's budget for infrastructure improvements.
5. Review development Water Quality Management Plans, prepare Storm Water Pollution Prevention Plans for City projects, and provide field and office assistance with compliance of both the Santa Ana and San Diego Regional Water Quality Control Boards municipal permits.
6. Provide design services for roadway, widening or rehabilitation capital improvement projects via a scope of services established and meeting City requirements.
7. Provide staff for regular, on-call and capital improvement construction observation and inspection services including compliance with Federal Regulations.
8. Provide Municipal Engineering services including on-call staff to provide public services for counter contact, permit issuance and vacation relief for City staff.
9. Provide staff for field and office coordination of the annual Weed Abatement Program meeting State, County and City requirements.
10. Provide staff for landscape improvement inspection and construction observation.
11. Other duties as assigned.

EXHIBIT "B"

CITY'S REQUEST FOR PROPOSAL



April 15, 2008

CITY OF LAGUNA HILLS

Public Services

SUBJECT: ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES

Dear

You are invited to respond to this Request for Proposal to provide on-call Civil Engineering and Management Services to the City of Laguna Hills Public Services Department. Several consulting firms will be selected to enter into five-year Consulting Services Agreements, beginning July 1, 2008, to provide a variety of services on a task order basis. The initial value of an Agreement will be \$250,000. No guarantee of compensation is given upon selection of a consultant as any compensation will be subject to the issuance of project by project task orders by the City. You may select any combination of the services to be provided in your proposal. Please see the attached description of services, proposal requirements, City forms and Professional Services Agreement. Your proposal is due by 4:00 p.m. on May 15, 2008. Please call me if you have any questions at (949) 707-2655.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kenneth H. Rosenfield".

Kenneth H. Rosenfield, P.E.
Director of Public Services/City Engineer

Attachment

PROPOSAL REQUIREMENTS

1. The proposal is to include a cover letter; consultant services checklist (City form); Certificate of Non-Discrimination (City form); Disclosure of Employee Relationships and Financial Interests (City form); a Scope of Work description for each service proposed; a summary of key personnel; a summary of previous experience and references. Limit the Proposal to 20 pages. Provide eight copies of the Proposal, one with an original signature of a Corporate Officer.
2. One copy of the consultant fees and hourly rate schedule shall be provided in a separate sealed envelope. The consultant fees and hourly rates shall remain unchanged from July 1, 2008, to June 30, 2009. Thereafter, the fees and rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County area, but not more than five percent per year. Actual compensation will be determined on a task order basis.
3. Consultant shall demonstrate the majority of their current and annual work is provided to public agencies and they have personnel with specific public agency experience.
4. Once the Consultant executes the City's Professional Services Agreement, they shall not provide services to any other public or private entities within the City of Laguna Hills for the duration of this Agreement.
5. The City is not currently seeking Consultant Services for Traffic Engineering, Landscape Architecture, Geotechnical Services or GIS Management. The Consultant may note their interests, if any, in providing these services in the future.
6. The Professional Services Agreement shall be a non-exclusive Agreement to provide Consulting Services to the City on a task order basis. The City reserves the right to retain additional consultants as needed. The City reserves the right to reject any proposals and to negotiate with any consultants. All costs incurred in the preparation of this Proposal and information to clarify the Proposal, prior to the award of a Professional Services Agreement, shall not be compensable. This Request for Proposal and the Proposal shall be incorporated, by reference, as a part of the Professional Services Agreement. The Professional Services Agreement entered into shall be the attached Agreement.

CONSULTANT SERVICES

Consultant Name: _____

Please check the services that you will provide and return this form with your proposal.

- ☐ Land Surveying (Design, Construction, Boundary)
- ☐ Improvement, Traffic Control, and Grading Plan Checking
- ☐ Subdivision Map Checking
- ☐ Measure M Compliance Reporting Including Biannual Pavement Management Program (APWA PAVER) Update
- ☐ Grant Preparation (Federal, State, and Local)
- ☐ Stormwater Quality Management and Field Inspection of both the SARWQCB and SDRWQCB requirements
- ☐ Roadway Widening, Improvement or Rehabilitation Design
- ☐ Public Works Construction and Encroachment Permit Inspection/Observation under the Direction of the City Engineer
- ☐ Capital Improvement Construction Management and/or Project Management, including Federal Regulations compliance
- ☐ Interim City Engineer Personnel (Vacation Coverage)
- ☐ Weed Abatement Field Inspection and Administration
- ☐ Landscape Construction and/or Maintenance Inspection/Observation
- ☐ Other (Designate Service) _____

PROPOSAL SELECTION PROCESS

Issue RFP	April 15, 2008
Proposal Submittal	May 15, 2008 by 4:00 p.m.
Internal Review	May 23, 2008
Consultant Interviews, if needed*	Week of May 26, 2008
Award of Contract	June 10, 2008
Notice to Proceed	July 1, 2008

*The City will determine if any Consultant interviews will be held. An interview is not required in order to be selected to provide Consulting Services to the City.

Submit Proposals to:

Kenneth H. Rosenfield, P.E.
Director of Public Services
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

Mark the Envelope "Proposal – DO NO OPEN"

CITY OF LAGUNA HILLS
DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF CONSULTANT: _____

DISCLOSURE/EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR
CITY EMPLOYEES:

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

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

Signed this _____ day of _____, at
_____, California.

Name: _____

Title: _____

Signature: _____

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

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

Name

Title

Signature

Date

EXHIBIT "C"

CONSULTANT'S PROPOSAL

May 14, 2008



Kenneth H. Rosenfield, P.E.
Director of Public Services
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

RE: ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES

In response to the City of Laguna Hills' Request for Proposal, Willdan is submitting this proposal to provide On-Call Civil Engineering and Management Services to the City of Laguna Hills Public Services Department.

The following key points describe the extensive advantages Willdan brings to the City of Laguna Hills:

On-call engineering services are what Willdan knows best and excels at.

As former public agency employees we understand how on-call contracts work for all involved, and are very familiar with the processes and procedures. **Within the last 3 years alone, Willdan has had over 200 on-call contracts.** This experience, coupled with our familiarity of the City of Laguna Hills and the relevant experience of our dedicated and available key personnel, is what best suits Willdan to provide the City with on-call civil engineering and management services.

Willdan is the largest municipal professional services firm in Orange County, with significant local resources. We believe—particularly when it comes to on-call professional services—that the success of a project depends heavily upon the availability of the consultant's key personnel. Willdan's on-call services will be provided to the City of Laguna Hills from our corporate headquarters, located in Anaheim. **All key personnel assigned to this effort will be made available as needed.**

Willdan is the premier provider of on-call civil engineering and management services to Orange County cities and governmental agencies throughout the southwestern United States.

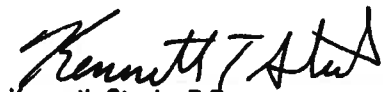
We have more than 40 years of experience in working and communicating with a wide spectrum of relevant public agencies throughout Orange County. Willdan has provided professional consulting services to more than 75% of the cities, special districts, and other governmental agencies within Orange County, and for more than 750 clients throughout the country.

The undersigned, Lisa M. Penna, P.E., Senior Vice President/Regional Manager and Kenneth Steele, P.E., Vice President/Division Manager of Transportation Services, are Corporate Officers of Willdan empowered with signatory authority.

Willdan is excited about this opportunity to use our key personnel's skills and public agency expertise to assist the City of Laguna Hills with on-call civil engineering and management services. Please feel free to contact Lisa Penna to discuss any aspect of this proposal or to arrange for an interview, at 714-978-8207 or lpenna@willdan.com, or Ken Steele at 714-978-8205 or ksteele@willdan.com.

Respectfully Submitted,
Willdan


Lisa M. Penna, P.E.
Senior Vice President/Regional Manager


Kenneth Steele, P.E.
Vice President/Division Manager Transportation Services

CONSULTANT SERVICES

Consultant Name: Willdan

Please check the services that you will provide and return this form with your proposal.

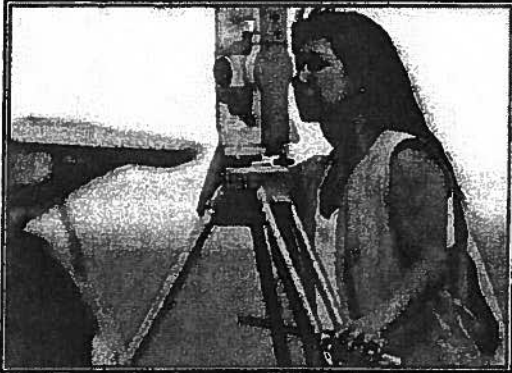
- ☒ Land Surveying (Design, Construction, Boundary)
- ☒ Improvement, Traffic Control, and Grading Plan Checking
- ☒ Subdivision Map Checking
- ☒ Measure M Compliance Reporting Including Biannual Pavement Management Program (APWA PAVER) Update
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- ☒ Stormwater Quality Management and Field Inspection of both the SARWQCB and SDRWQCB requirements
- ☒ Roadway Widening, Improvement or Rehabilitation Design
- ☒ Public Works Construction and Encroachment Permit Inspection/Observation under the Direction of the City Engineer
- ☒ Capital Improvement Construction Management and/or Project Management, including Federal Regulations compliance
- ☒ Interim City Engineer Personnel (Vacation Coverage)
- ☒ Weed Abatement Field Inspection and Administration
- ☒ Landscape Construction and/or Maintenance Inspection/Observation
- ☒ Other (Designate Service) Drainage and Flood Control Design

*Although the City of Laguna Hills is not currently seeking consultant services for Traffic Engineering, Landscape Architecture, Geotechnical Services and GIS Management, Willdan is fully capable and very interested in providing these services to the City in the future.



Land Surveying (Design, Construction, Boundary)

Scope of Work



According to the nature of the project i.e.; streets, bridges, traffic signals, utilities, parks or bike trails. Willdan is prepared to provide survey staff to properly handle necessary design, boundary and construction survey. Willdan surveying staff will attend all required meetings and become familiar with the project design documents, construction team and construction schedule when appropriate. Willdan survey staff will review the drawings ahead of time in order to evaluate the best way to approach the project. For some jobs, it is feasible to upload the design digital drawings into the field surveyor's laptop computer and have the surveyors digitize the points to be staked in the field. In other situations, Willdan staff will perform in office manual surveying calculations.

Upon arriving at the project site the project horizontal and vertical controls are established (using Orange County Surveyors published information).

Depending upon the project type, i.e., roadway widening, road rehabilitations, or bridge project, Willdan will resort to aerial survey, cross sectional survey, or a grid survey of the property. The work is stored in data collection units, which are easily downloaded to a computer station. Willdan surveying teams have the capability of wireless e-mail where the data can be e-mailed to the office for immediate evaluation – this is useful in a situation that requires quick turnaround.

Early on Willdan staff contact the contractor staff or the City staff regarding the necessary offsets and what the contractor needs staked and where the staking will begin in order to properly construct the project. Willdan staff are customer friendly and very schedule conscious to reduce potential construction claims and back charges. Willdan survey team will be proactive if designs mistakes are encountered and offer suggestions if they think it will make the project go smoother.

Prior to start of construction existing survey monuments are mapped out and Willdan staff researches county survey records. During construction, reference ties are established in order to reset the monuments and corner records. The project corner records will be filed accordingly with the County Surveyors Office and final copies will be filed and indexed in the City of Laguna Hills, City Engineers tie book system.

Willdan survey teams are comprised of two or three man field parties equipped with a truck, which has the necessary surveying supplies to carry out a diversity of assignments.



Improvement, Traffic Control, and Grading Plan Checking

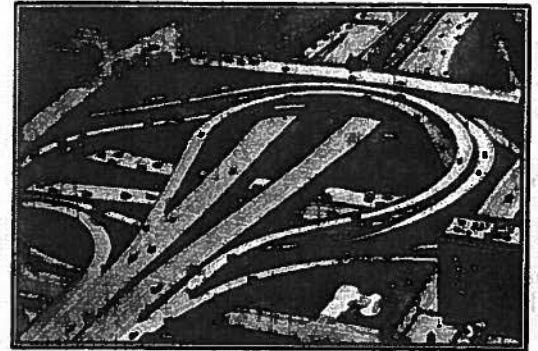
Scope of Work

Improvement and Traffic Control

Improvement Plans will be submitted to the City of Laguna Hills and assigned to Willdan. Improvement Plan Checks will be conducted to maintain compliance with the conditions of approval of the proposed project, City and County standards, standard City checklists, and sound engineering practice.

Willdan can assist the City in the preparation of conditions of approval as they relate to drainage matters and include those conditions as part of the application, if the City desires.

As required, Willdan will review the submitted Improvement Plan and prepare comments. These comments will be red-lined on the plans and summarized in a brief memo that can be forwarded to the City's Project Manager or the Consulting Engineer responsible for the design.



General Plan Check Tasks

Upon receipt of the plans from the City, Willdan will review the package to determine the completeness of the submittal. It is important that the submittal packages are complete and contain all of the necessary reference materials when providing a review of Improvement Plans. Incomplete submittals can cause delays in the review process and increase plan check turn-around time frames. We will provide the City with a submittal checklist to be distributed to applicants and their engineers to clarify the minimum submittal requirements. Incomplete submittals will be put on hold or returned immediately to the applicant or engineer. The applicant or engineer will be notified of the deficiencies in the submittal, and checking will be resumed once the submittal is complete.

Record Keeping

Improvement Plans submitted to Willdan will be logged into Willdan's Plan Check Tracking System (PCTS) program. PCTS tracks the submitting engineer information, plans submitted, date submitted, due date to be completed, and contains notes regarding the submittal package and any significant comments or submittal requirements outstanding for that plan check. Willdan will provide the City with a weekly update of the plan check log.

Review of Improvement Plans

Improvement Plans will be checked under the direct supervision of a registered civil engineer. Improvement plan checking will include (but not necessarily be limited to) street and drainage plans, sewer and water plans, hydrology and hydraulic studies, preliminary drainage studies, FEMA requirements and design connections to existing systems, landscape and irrigation, bridges and structures, traffic signal and signing and striping plans, traffic control and park facilities. Bonding amounts will be checked.



Turnaround Time

Street Improvement Plans reviews turnaround time frames will vary with the complexity of the project. The following tables outline the typical turnaround times for plan reviews.

Projects including grading, street and storm drain plans	
First Check	3 weeks
Second Check	2 weeks
Third Check	2 weeks
Smaller encroachment permits	
First Check	2 weeks
Second Check	1 week
Third Check	1 week

When expedited reviews are requested, they will have priority treatment. The type and complexity of a project will determine the plan check time. The quality of the submittal will also affect the plan check time.

Complex projects	
First Check	1-2 weeks
Second Check	3 days - 1 week
Third Check	2-3 days
Small projects	
First Check	1 week
Second Check	2-3 days
Third Check	1-2 days

Grading Plan Checking

Willdan's review will be based on the City's grading codes, City's grading procedures, California Building Codes, and the Orange County Hydrology Manual.

Our Grading Plan Check Review will be consistent with Willdan Plan Review Quality Guidelines. Willdan will utilize the City's Grading Plan Checklist and will mark-up plans. Willdan will make comments to ensure plans meet applicable codes and ordinances. We will also evaluate the engineers cost estimate, and provide final recommendation on bond amount and permit fees.

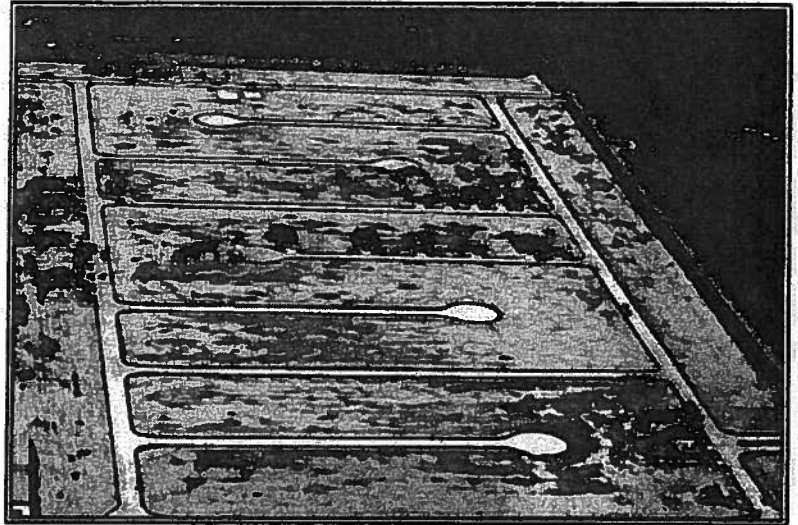


Subdivision Map Checking

Scope of Work

Willdan has developed, a Quality Assurance Manual on Subdivision Map and Document Checking which includes procedures, requirements, and checklists for map and document reviews. This manual has proven helpful in assisting developers and engineers on required subdivision map submittals. Our plan check staff stay current with standards such as the Americans with Disabilities Act (ADA), National Pollutant Discharge Elimination System (NPDES), and Subdivision Map Act.

Easement documents, lot line adjustments, dedications, vacations, parcel and tract maps will be checked by or the check overseen by a Licensed Land Surveyor to assure compliance with applicable provision of the Subdivision Map Act, City ordinances, and other conditions of approval and requirements.



Our turnaround time for first check is 10 working days (usually less), and we review the submittal package for completeness before beginning our check. If the submittal is deficient, it is returned to the preparer until the first check is deemed sufficient. After the submittal is made to the City, the fees paid, and the first check sent to us, we deal with the preparer directly, unless instructed otherwise by the City. Our subsequent checks are turned around usually within 5 days or less. We take full charge of the project management until the checking is complete and we can send the approved originals to the City.



Measure M Compliance Reporting Including Biannual Pavement Management Program (APWA PAVER) Update

Scope of Work

Our staff of technical experts can support your Measure M compliance reporting needs by providing the following services:

Data Assimilation

1. Obtain construction history information since the last update of the PMS and update construction history.
2. Prepare list of streets to be rated, generally screening off those with recent restructuring.
3. Record, in the field, quantities of distress conditions for all streets except those overlaid recently, using Willdan's enhanced data gathering system. Conditions within the entire street will be included in the rating.
4. Consult with City and determine maintenance techniques to be utilized.
5. Preprocess the data as necessary to upload field data into the database for effective processing by MicroPaver.
6. Upload distress data into MicroPaver.

System Parameters

1. Calculate costs for selected overlay and minor maintenance elements of strategies based on City preferences for selected families of streets and various condition states of structural distress for overlay and other distresses for minor maintenance.
2. Establish annual budget levels to use for initial comparison, in developing the preferred major maintenance expenditure levels.
3. Prepare family performance curves for street categories based on previous maintenance strategies and more recent strategies to provide for projection of future Pavement Condition Index (PCI) values and Structural Index (SI) values. Curves for both older strategies and newer strategies will be used in the projections (not available within the Micropaver software)

Preliminary Data Processing

1. Process data to provide information reports (City wide or separately for arterials) for City's preliminary review
2. Provide the results of projections
3. Compile the information into a preliminary report of findings about the street system status and potential approaches to optimal maintenance programs.
4. Review the preliminary report with City staff and decide which budget levels would be most appropriate to investigate projections into the future, and refine strategies as needed.
5. Run multi-year projections at selected budget levels agreed by City to find the optimal funding approach for proportions applied to worst case, above critical PCI and below critical PCI ranges.
6. Meet with City to review the projection outputs to establish the basic program for a system-wide maintenance.

Final Budget Reports

1. Run the final selected multi-year projection to produce the various graph exhibits of results at selected funding levels.
2. Prepare a five-year budget for major and minor maintenance
3. Compile all generated information into a report including Glossary, Executive Summary, Introduction to PMS, System Present Status, Strategies and Priorities, Findings and Recommendations, Projected Budget Comparisons, Implementation and Guide to Reports.
4. Provide the City with the files for their GIS base map linked to the pavement management system, and the complete set of pavement management system data files as 2 complete copies on separate CD's allowing full use of MicroPaver, and GIS with pavement management data.
5. If desired, a GIS based system can be established with mapping capabilities linked to all PMS data to provide regardless of whether the City has a GIS or not. In the process, a base GIS will be established on which to evolve the City's ultimate GIS. Maps can be provided to show for example: PCI, SI, Budget year; Minor Maintenance; and Major maintenance Strategy

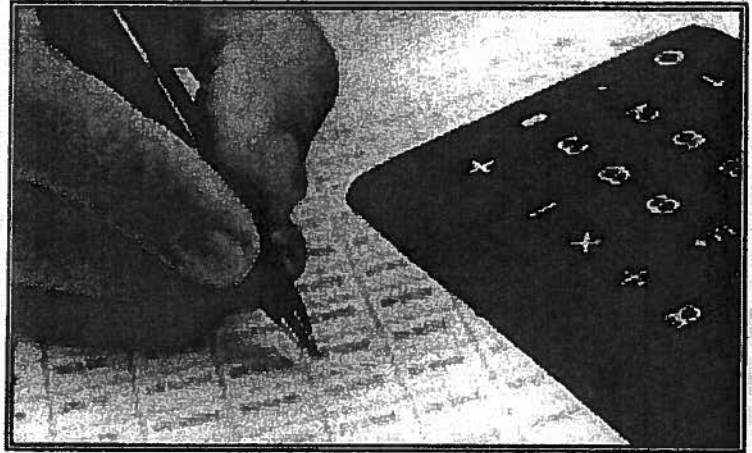


Grant Preparation (Federal, State, and Local)

Scope of Work

Our staff of technical experts can support your grant preparation needs by providing the following services:

- Advise the City as to funding availabilities on the Federal, State, and Local levels
- Initiate and prepare funding applications as directed by the City
- Track the funding application process and prepare follow-up documentation as requested by the funding agency
- Attend meetings with, or on behalf, of City staff pertaining to the funding applications
- Prepare required reports and funding utilization forms once funding applications are approved



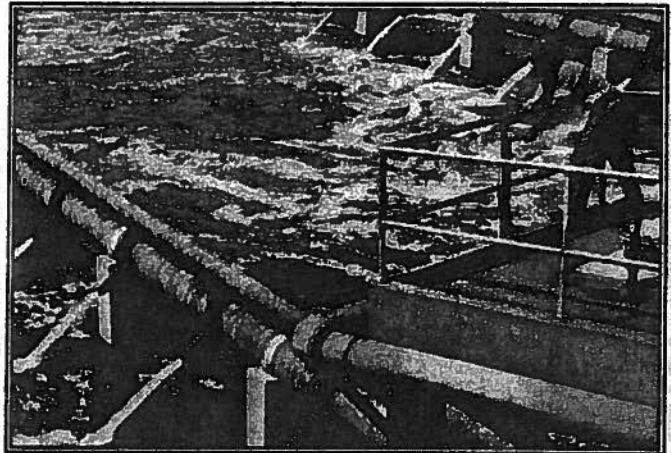


Stormwater Quality Management and Field Inspection of Both the SARWQCB and SDRWQCB Requirements

Scope of Work

Our staff of engineers and technical experts can support your storm water program by providing the following services:

- Attend required General Permittee and Subcommittee meetings on behalf of the City
- Provide NPDES inspections of Low, Medium and High Risk Facilities
- Provide NPDES Inspections of construction site BMPs
- Assign Code Enforcement officials to respond to public complaints related to storm water violations
- Compile and maintain the City's database of industrial, commercial, and construction activities on an annual basis
- Prepare the annual Program Effectiveness Assessment (PEA)
- Prepare the fourth term Local Implementation Plan (LIP)
- Update the LIP on an annual basis
- Review and approve Water Quality Management Plans (WQMPs), Standard Urban Storm Water Mitigation Plans (SUSMPs) and design Best Management Practices (BMPs) for new development and significant redevelopment projects
- Review and approve Storm Water Pollution Prevention Plans (SWPPPs)
- Field review SWPPP implementation
- File Notice of Construction (NOC) for City CIP projects
- Collaborate with the City to ensure that an adequate level of NPDES training of staff is attained
- Assist with public outreach programs (i.e - Inner Coastal & Watershed Cleanup Event, etc.)
- Provide professional staff to augment City staff as necessary to manage the NPDES program.
- Provide professional engineering services, including hydrology and hydraulic design of BMPs for City projects.





Roadway Widening, Improvement or Rehabilitation Design

Scope of Work

When the City notifies Willdan to proceed with a roadway design project, the first order of work will be to meet with City staff to discuss the project objectives in detail. Subsequently, Willdan will form an in-house project team and develop a work program specifically suited to project needs. The following briefly outlines our approach to performing a typical street design project:

Preliminary Investigation

1. Prepare a detailed design schedule utilizing Microsoft Project software
2. Perform preliminary field reconnaissance for a general perspective on site conditions
3. Assemble and review available information pertaining to the project
4. Meet with representatives of the City to review the project in detail

Preliminary Engineering

1. Perform geotechnical engineering to determine roadway structural sections, recommended slope grading requirements and retaining wall design parameters
2. Conduct design surveys consisting of the following:
 - a. Establish control
 - b. Obtain a topographic base map of existing improvements either by conventional field methods or aerial photogrammetry depending on the size of the project
 - c. Obtain cross sections on 25-foot intervals to extend to 25 feet behind the curb
3. Perform utility coordination consisting of the following:
 - a. Obtain available utility record information within the project limits
 - b. Plot record locations of utilities
 - c. Review the impact of the project on the various utilities
 - d. Coordinate any required potholing by utility companies
 - e. Submit copies of the project drawings to effected utilities
 - f. Coordinate relocation of underground utility lines and vaults
 - g. Coordinate any proposed utility improvements with utility
4. Prepare a hydrology study conforming to the requirements of the Orange County Hydrology Manual.

Preliminary Design

1. Provide civil engineering design services utilizing the Standard Plans for Public Works Construction and the Standard Specifications for Public Works Construction. Design drawings will be prepared utilizing AutoCAD.
2. Based on the above investigations and reports, develop base plans and profiles, at 1" = 40' horizontal and 1" = 4' vertical scale. Title blocks will conform to City standards.
3. Plot existing survey data
4. Plot existing utilities and show the owner of such utility
5. Develop preliminary street improvement plans and any required construction details.
6. Attend coordination meetings with City personnel at various times during the design phase to obtain additional input and to review work
7. Develop typical cross-sections for the street improvements
8. Submit preliminary drawings, geotechnical report and survey data to the City for review



Final Design

1. Prepare a complete package of plans, specifications and estimate (PS&E) including the following drawings:
 - a. Title sheet
 - b. Typical sections
 - c. Roadway plan and profile
 - d. Construction details
 - e. Storm drain plan and profile
 - f. Signing and striping plans
 - g. Traffic signal plans
 - h. Street lighting modification plan
 - i. Detour/traffic control plan
 - j. Landscape planting and irrigation
 - k. Structures plan
2. Perform hydraulic calculations required for storm drain design
3. Perform traffic signal warrant calculations
4. Prepare special provisions and contract documents, using City "boilerplate."
5. Prepare engineer's quantity and construction cost estimates.
6. Submit preliminary PS&E to the City and other required agencies for review and comment.
7. Based on the City, other agencies, and utility company comments and requirements, revise and update the preliminary PS&E.
8. Obtain required permits from other agencies.
9. Prepare right-of-way legal descriptions and sketches for acquisition parcels as required by the design
10. Prepare final plans, specifications and engineer's construction cost estimates in a City approved format for construction bidding of the project.
11. Submit final PS&E to the City

Construction Support

Perform office and field assistance during bidding and construction periods, as necessary, including preparation of addenda, responding to RFI's, reviewing shop drawings, etc.

Complete record drawings based upon construction data provided by the City.



Public Works Construction and Encroachment Permit Inspection/Observation under the Direction of the City Engineer

Scope of Work

Project Design Management

The thoroughness and accuracy of the design documents is the most important aspect of your construction project. The quality of the plans and specifications drive the accuracy of the bids, the construction schedule and the ultimate cost of the project. The design consultant must be selected with the utmost care and attention to detail. We will monitor the progress of the design team and help to keep them on schedule in within budget. During this time, we will work with the agencies involved to prepare a master list for plan all of the plan check comments and follow-up. Once the design consultant has produced the final submittal of the design documents, the Willdan team will review the plans and specifications for completeness. When we are satisfied the construction documents are complete we will assess the accuracy of the Engineer's Estimate and perform a thorough review of the plans and specifications for biddability and constructability.

Selecting the Contractor

Once the design has been completed, reviewed and accepted for construction Willdan will assist the City in the management of the prequalification and selection of a contractor for construction. Once the bidding documents are prepared and submitted for advertisement we will conduct a pre-bid conference to describe the project to the bidders and give them the opportunity to ask questions and address their issues with the plans, specifications and the project. During the bidding phase we will continue to work with the design consultant to provide concise and timely responses to questions from the bidders and work to keep the bid running smoothly. At the conclusion of the bidding period we will perform a complete analysis of the bids, conduct license and reference checks on the low bidder, and provide a recommendation for award of the contract. Once the City has approved the successful contractor, we will prepare the contract and review the contractor's contract submittal for compliance with the City's requirements.

Construction of the Project

The objective of the construction management team is to achieve a quality project completed on time and within budget while maintaining a safe construction site. The Willdan team will provide the City with complete oversight and management of the project during construction while proactively looking for ways to facilitate the contractor's efforts. This will start with conducting the pre-construction conference to lay out the parameters of the construction administration; line of communication, project procedures, quality assurance, and safety issues, and introduce all of the project stakeholders.

Communication

Communication between the contractor, the construction management team, the designer, and the City is vital. All requests, notices, and communication will be clearly articulated without ambiguities or superfluous language. We will maintain open lines of communication throughout construction and during the routine processes of weekly meetings and the processing of submittals, RFI's and change orders in order to maintain an open dialogue until the project is completed.

Document Control

Documentation can determine the outcome of claims and dispute resolution. Our construction manager will establish a complete and comprehensive system for the digital and hard copy control, organization and secure filing of all project documentation. Logs for submittals, RFI's, change orders, project reports, project photos and meeting minutes will be posted on a secure web site accessible by the City staff, contractor and Willdan. We will regularly review and consistently monitor the contractor's construction schedule and request schedule updates or recovery schedules as needed.

Weekly Coordination

The weekly on-site meetings are designed to provide an active forum for the contractor, Willdan, the designer, and the City to meet one on one and discuss pressing construction issues. At each of these meetings, the contractor is asked to provide a three-week look-ahead schedule to pinpoint the activities to be accomplished in the upcoming weeks. This tool is used to determine if the contractor is meeting the commitments on the master schedule and how to remedy the situation if the schedule is not being met. This meeting also facilitates the discussion and resolution of other vital construction items before they become major issues.



Capital Improvement Construction Management and/or Project Management, including Federal Regulations Compliance

Scope of Work

The Willdan construction management approach starts with the end in mind. The end being a quality project delivered on time and within budget. The process begins with the development of the main project elements: master project schedule, master project budget and the comprehensive scope of work. These elements are not developed in a vacuum, but rather with all project stakeholders to ensure that no surprises are encountered during the project. This provides a sense of order among project stakeholders and project team such that the entire team is focused on the same goals.

Willdan delivers construction management systems and procedures developed by construction managers. Our clients may (if desired) enjoy access to the web-based Primavera Expedition Contract Manager system for the projects managed by Willdan. These tools are scalable and customized to best fit client's project need and budget, and to integrate with the City's way of doing business. From simple, time-tested forms and procedures to the state of the art in CM and web-based systems, Willdan delivers small and large projects on-time and under budget, while keeping our Client up to date on a "real-time" basis.

Willdan will serve as the City's representative and liaison with the City Project Manager and City Engineer, as well as, the Contractor during the construction of the project. Prior to the pre-construction meeting, Willdan will review and be knowledgeable of the contract documents, as well as, be knowledgeable of existing site and conditions. Typical scope activities delivered on public works projects are as follow:

- Constructability Review of Bid Documents
- Bid Phase Services
- Federal Regulations Compliance Related Services
- Preconstruction Conference
- Daily Construction Observation Reports
- Periodic Progress Reports
- Submittal Processing
- RFI's
- Weekly Statement of Working Days
- Problems and Solutions
- Document Tracking System
- Schedule Review
- Schedule Control
- Photographs
- Contract Conformance
- Safe Conditions
- SWPPP
- QA/QC
- Special, Deputy and Soils Inspection and Materials Testing
- Testing and Observations
- Change Orders
- Daily Extra Work Reports
- Progress Payment Processing
- Construction Meetings, Schedule and Conduct Field Meetings
- Written Instruction
- Plans, Specs and As-Builts
- Pre-Final Inspection
- Final Inspection
- Delivery of As-Builts and close-out documents
- Post Construction Support



Interim City Engineer Personnel

Scope of Work

Willdan will provide specific services to supplement the full-time staff of the City's Public Services Department. The services to be provided are listed below and are included within the areas of development land use application processing, traffic engineering, capital improvement projects, public works inspections, general engineering, and water quality program management. The services Willdan will provide as Interim City Engineer are as follows:

- General municipal engineering
- Land use development application review
- Land use development and permit plan review
- Public works inspection
- Capital improvement projects
- Traffic engineering
- Water quality program management





Weed Abatement Field Inspection and Administration

Scope of Work

The services to be provided shall consist of the furnishing, within 24 hours of notification, qualified personnel for the reviewing, processing, and closing of Code Enforcement cases related to weed abatement within the City of Laguna Hills.

These services may involve review of case files, inspection of properties, filing notices and complaints against violators, documenting, and preparing violation cases for weed abatement.

Code Enforcement Officers furnished by Willdan will be responsible for, but not limited to the following:

- Reviews and studies local codes and ordinances related to weed abatement.
- Investigates violations of the laws, ordinances and statutes related to weed abatement, filing complaints against violators.
- Performs field surveys and investigates complaints of overgrown vegetation and lack of proper clearance of vegetation. Recognizes the need for, and requires appropriate remedial action/s to correct said violations.
- Performs and documents inspections to determine the validity of the complaints, and to identify conformance to the applicable codes and ordinances.
- Takes photographs and necessary measurements and gathers pertinent facts from the parties involved.
- Prepares and issues Notice of Violation, Letters of Non-Compliance and when necessary, weed abatement procedures.
- Requests title searches, to ensure that responsible parties have been properly notified of legal requirements.
- Communicates effectively to resolve issues with property and business owners; persuades uncooperative individuals to comply with ordinances, and seeks to gain voluntary compliance.
- Maintains records of inspections and enforcement of efforts; researches and compiles data for each case; prepares required documentation for abatement actions; performs follow-up actions as needed to gain compliance.
- Confers with related agencies and the Orange County Fire Authority on disposition of complaints and code violations.



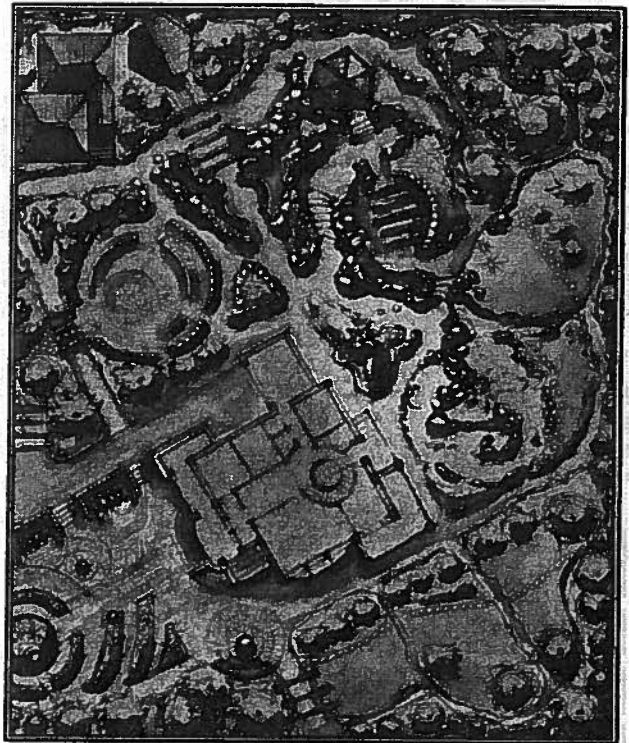


Landscape Construction and/or Maintenance Inspection/Observation

Scope of Work

Provide full-time or part-time (as required) field observation services to verify compliance with the contract documents. The Willdan Field Staff responsibilities will include the field observation of landscape construction or maintenance as well as quantity calculations, construction traffic control and coordination of survey, materials sampling and testing.

- Attend Preconstruction Meeting.
- Attend Weekly Field Meetings
- Produce daily reports of contractor's activities, equipment and personnel.
- Review and monitor any traffic control and public safety plans for compliance with safety laws and regulations. Review, detour, lane closures, temporary access, signing, delineation and traffic control plans. Report deficiencies to contractor.
- Review material submittals by the Contractor and coordinate with the landscape architect.
- Respond to Requests for Information (RFI's) regarding a clarification of the plans and specifications from the contractor.
- Verify the Contractor's compliance with the requirements of the Storm Water Pollution Prevention Program (SWPPP)
- Review Contractor's payment requests and determine whether the amount requested reflects the progress of the Contractor's work. Make appropriate adjustments to each payment application for the preparation of progress payment requests.
- Issue correction and compliance notices to the Contractor as necessary.
- Provide digital photographic documentation of project site and activities during construction.
- Provide record drawing drafting services incorporating redlined modifications and revisions provided by the contractor and city inspection staff.



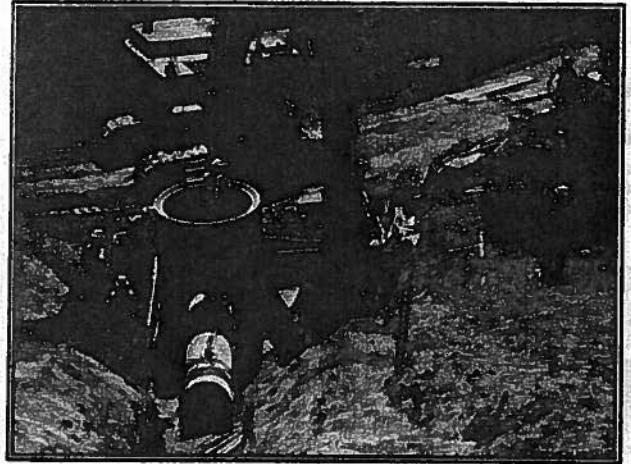


Other Services: Drainage and Flood Control Design

Scope of Work

Our staff of engineers and technical experts can provide the following drainage and flood control services:

- Research existing hydrology/hydraulics studies
- Conduct utility research and notification
- Conduct a field reconnaissance to verify existing site conditions and drainage areas
- Prepare a hydrology map of the watershed to summarize drainage boundaries
- Determine tributary drainage areas for proposed inlets
- Utilize the rational method to perform mainline and inlet hydrology calculations
- Utilize Advanced Engineering Software (AES) to determine peak flow rates at the collection points
- Determine street and system capacity
- Size inlets to intercept the design flows with minimal bypass
- Prepare hydraulic calculations using the Water Surface Pressure Gradient (WSPG) software to determine the design hydraulic grade line
- Prepare a Hydrology/Hydraulics Report summarizing the design assumptions, design methodology, and the results of the design
- Prepare plans, specifications, and estimates per the City and County Standards



Key Personnel	Education	Registrations	Certifications
Land Surveying David O. Vnall, PLS	B.S. Cartography, Boston University, Boston, MA Civil Engineering and Land Surveying Classes, California State University, Long Beach	Land Surveyor, California No. 5301	✓ Over 37 years of experience in the surveying and mapping field ✓ Experience performing surveys and acting as an expert witness in legal cases ✓ Currently the City Surveyor for the Cities of Agoura Hills, Big Bear Lake, Calabasas, Canby, Hawaiian Gardens, Indian Wells, La Cañada Flintridge, Lake Forest, Malibu, Paramount, Resound, and Yorba Linda
Improvement, Traffic Control, and Grading Plan Checking Pilar Meng, P.E.	B.S. Civil Engineering, Cal Poly Pomona, Pomona, CA	Civil Engineer, California No. 80423	✓ Over 14 years of experience in both civil and water resources engineering ✓ Created innovative approach in conducting plan review by providing the agency information online through the Global Construction Community
Subdivision Map Checking David O. Vnall, PLS	B.S. Cartography, Boston University, Boston, MA Civil Engineering and Land Surveying Classes, California State, Long Beach	Land Surveyor, California No. 5301	✓ Wide range of experience preparing and checking subdivision maps ✓ Contract checker for the Cities of Agoura Hills, Dana Point, Lake Forest, Redwood, and Carlsbad, and a surveyor in private practice
Measure M Compliance Reporting Including Biannual Pavement Management Program (APWA PAVR) Update Thomas P. Kik, P.E.	B.S. Civil Engineering, University of California, Los Angeles Specialty in Construction Engineering Civil Structures Graduate Study in Computer Information Systems Computer Programming Certificate	Civil Engineer, California No. 31843	✓ As a Senior Engineer for Willam, responsibilities include contract administration and construction management, as well as labor compliance management for federally funded projects. ✓ Has served as resident engineer for many federally funded projects in Orange and Los Angeles Counties. ✓ Has provided other city engineering support services, such as Metro, Red, other assessment districts, and developer impact fee program information
Grant Preparation (Federal, State, and Local) Dennis H. Jun, P.E.	B.S. Civil Engineering, Loyola Marymount University	Traffic Engineer, California No. 1180 Civil Engineer, California No. 38872	✓ In the capacity of City Engineer, submitted the initial documents to OCTA to qualify the City for the Measure M funding program. ✓ He has assisted the City of Dana Point in the annual eligibility submitted to re-qualify the City for funding ✓ He has gained exceptional familiarity with the details of these and other funding applications, based on his considerable experience with Measure M application
Stormwater Quality Management and Field Inspection of both the SARIWQCB and SDRWQCB Requirements Steven R. Leathers, P.E.	B.S. Civil Engineering, Cal Poly Pomona	Civil Engineer, California No. 58063	✓ Over 14 years engineering experience and two years of construction experience, including inspection, estimating, and quality control ✓ As Vice President and Division Manager of Infrastructure Engineering, primarily responsible for stormwater quality management and the management and design of public works projects, including water, sewer, storm drain, and highway improvements
Roadway Widening, Improvement or Rehabilitation Design Kenneth T. Steele, P.E.	B.S. Civil Engineering, Cal Poly San Luis Obispo	Civil Engineer, California No. 37247 Civil Engineer, Nevada No. 11047	✓ Over 27 years of management and design experience ✓ Vice President and Division Manager of Transportation ✓ An accomplished project manager for major multi-discipline and multi-agency transportation projects, known for providing innovative quality engineering service and meeting client project budgets and schedules
Public Works Construction and Encroachment Permit Inspection/Observation under the Direction of the City Engineer Dino D'Emilia, P.E.	B.S. Civil Engineering, Northwestern University	Civil Engineer, California No. 55453	✓ Over 20 years experience in the engineering industry ✓ Background incorporates various disciplines of project management, construction management, civil and structural design, and water and sewer engineering
Capital Improvement Construction Management and/or Project Management, Including Federal Regulations Compliance Dino D'Emilia, P.E.	B.S. Civil Engineering, Northwestern University	Civil Engineer, California No. 55453	✓ Project management and construction management experience encompasses over \$300 million in public works projects from zoo bonds to transportation ✓ Experience has provided a project viewpoint that is client sensitive, public minded, and cost efficient
Interim City Engineer Personnel (Vacation Coverage) Dennis H. Jun, P.E.	B.S. Civil Engineering, Loyola Marymount University	Traffic Engineer, California No. 1180 Civil Engineer, California No. 38872	✓ Currently serves as the Contract Deputy City Engineer for the City of Lake Forest ✓ Currently serves as Consulting Project Manager for the City of Tualatin ✓ Also served as the Contract City Engineer and Deputy City Engineer for the City of Dana Point ✓ As Deputy City Engineer, assisted the Director of Public Works in coordinating, inspecting, and supervising public works activities
Weed Abatement Field Inspection and Administration John W. Pade	B.S. Administration of Justice, California State University, Los Angeles	California P.C. 802 Certificate P.O.S.T. Reserve Police Officer Certification	✓ Over 27 years of municipal government experience, which includes code enforcement experience ✓ Serves as a supervising code enforcement officer and provides supervisory and management services in code enforcement ✓ Was responsible for a highly diverse scope of municipal, state, and federal codes and related areas, which included land use, building, housing, public nuisance, hazardous waste/regulatory response, etc.
Landscape Construction and/or Maintenance Inspection/Observation Steven M. Velasco, C.B.I.	B.S. Botany, California State Long Beach	ICBO Building Inspector Radiation Safety Officer Licensed Nuclear Gauge Operator Confined Space Regulations - Cal/OSHA Title 8 GSO 5157, 5158, and 5159 Licensed C-27 Contractor, California Sign Traffic Project Manager	✓ Over 18 years of experience as a Project Manager and Construction Manager on public works inspection, contract administration, and construction management projects ✓ An ICBO Certified Building Inspector and licensed landscape contractor ✓ Possesses added expertise of an additional 12 years working in the wholesale landscape nursery industry supplying plant material throughout the southwestern United States
Drainage and Flood Control Design Kenneth C. Taylor, P.E.	B.S. Civil Engineering, Cal Poly Pomona	Civil Engineer, California No. 58185	✓ Over 18 years experience, and currently Division Manager of Public Works at Willam ✓ Responsible for the design of sewer systems, storm drains, roadway and freeway improvement projects ✓ Proficient with CAD software such as Intergraph MicroStation with Roadworks applications and AutoCAD, as well as engineering application software, such as CDSO, coordinate geometry, WSPQ and HEC-2 hydraulic modeling, and Lotus and Excel spreadsheets

WILLAM

Project	Client	Contact Information	Project Description
Land Surveying	City of Carrizo	Hal Abogost 562-916-1228 18125 Bloomfield Ave Carrizo, CA 90703	Willdan is currently performing map, assessment, and legal description checking on an on-call support basis.
Land Surveying	City of Calabasas	Mr. Robert Yuda 818-378-4225 26135 Murreau Rd. #200, Calabasas, CA 91302	Willdan is currently performing map, assessment, and legal description checking on an on-call support basis.
Improvement, Traffic Control and Grading Plan Checking	City of Lake Forest	Gayle Ackerman 949-461-3463 25550 Commencement Dr Lake Forest, CA 92630	Willdan reviews all building plans submitted to the City for compliance with local ordinances, and applicable building, mechanical, plumbing, and electrical codes. Willdan also provides building inspection services to ensure compliance with the provisions of the Uniform Building Code, City Building Laws, Americans with Disabilities Act, and additional building related provisions, which may be imposed on a project by the City Council or Planning Commission. Willdan also maintains records of inspection activity and provides public counter services.
Building and Grading Plan Review and Inspection Services for the Development of the MCAS	City of Tusin	Khari Nguyen 714-373-3000 300 Centennial Way Tustin, CA 92780	Willdan is providing building and grading plan review and inspection services to the City of Tusin for the development of the MCAS. The City of Tusin is anticipating an increased workload due to the development of the Tusin helicopter station. This 1,800-acre parcel encompasses several residential developments, commercial developments, and educational and recreational facilities.
Engineering Plan Check for Public Works and Land Development Projects	City of Yorba Linda	Mark Stowell 714-981-7170 4845 Casa Luna Ave Yorba Linda, CA 92685	Willdan provides Engineering plan check for Public Works Projects and Land Development Projects such as grading plans, street and storm drain improvement plans, flood control projects, Hydrology/Hydraulic Reports, Retention Basin Analysis, Water Quality Management Plans, Storm Water Pollution Prevention Plans and Landscape Improvement Plans. We review engineer's estimates for the construction of the proposed improvements for bonding purposes. Willdan has performed over 250 plan reviews for the City, over the past 4 years.
Subdivision Map Checking	City of Yorba Linda	Mark Stowell 714-981-7170 4845 Casa Luna Ave Yorba Linda, CA 92685	Willdan is currently performing map, assessment, and legal description checking on an on-call support basis.
On-call Surveying and Map Checking Support	City of Lake Forest	Gayle Ackerman 949-461-3463 25550 Commencement Dr Lake Forest, CA 92630	Willdan is currently performing map, assessment, and legal description checking on an on-call support basis.
On-call Surveying and Map Checking Support	City of Carrizo	Hal Abogost 562-916-1228 18125 Bloomfield Ave Carrizo, CA 90703	Willdan is currently performing map, assessment, and legal description checking on an on-call support basis.
Measure M Compliance Reporting Including Biannual Pavement Management Program (APWA PAVEM) Update	City of Bullwacker	Brian Smith 562-904-1424 16800 Civic Center Drive Bullwacker, CA 90706	Willdan provided professional services to convert the City's existing Pavement Management System (PMS) to MicroPaver. The project was completed in two phases. In the first phase, the PMS was reviewed, modified, and supplemented to be used in the MicroPaver program. All streets with significant deterioration were field noted with the Willdan data upload procedure to MicroPaver. Finally, standard reports and customized Capital Improvement Program reports were generated from the database for the preparation of a complete PMS report. Phase two involved MicroPaver program enhancements to adjust settings within the program to reflect the City's processes, costs, and priorities. In this project, benefit/cost ratio was used to prioritize the major maintenance projects. Willdan's customized processing with projections of various strategies and budget levels to various PCI ranges allowed the City to make a highly informed decision regarding funding of street maintenance to the coming years.
MicroPaver 2007 Pavement Management System Update	City of Hawaiian Gardens	Richard Wilson 562-402-2641 21815 Pioneer Boulevard Hawaiian Gardens, CA 90718	The same procedures and products were provided as for the City of Bullwacker's pavement management system, including benefit/cost ratio as part of the system to provide higher level of cost effectiveness in prioritizing and scheduling projects in the budget, except the 2007 Update was just an update, while the system was converted to MicroPaver in 2004. The main difference with Bullwacker's system is that the Hawaiian Gardens system was linked to the City's GIS so that mapping capabilities are available for PMS information.
MicroPaver 2007 Pavement Management System Update	City of Rolling Hills Estates	Sam Wise 310-377-1577 4045 Santa Margarita Drive North Rolling Hills Estates, CA 90274	The same procedures and products were provided as for the City of Bullwacker's pavement management system, including benefit/cost ratio as part of the system to provide higher level of cost effectiveness in prioritizing and scheduling projects in the budget. The main difference with Bullwacker's system is that the Hawaiian Gardens system was linked to the City's GIS so that mapping capabilities are available for PMS information.

Project	Client	Contact Information	Project Description
Grant Preparation (Federal, State, and Local)	City of Laguna Beach	Steve May, P.E. 949-497-4351 505 Forest Avenue Laguna Beach, California 92651	Willdan prepared the following for the City of Laguna Beach: Annual Caltrans, DBE Requalification, Caltrans Request for Authorization to Proceed with Construction forms
Grant Preparation	City of Lake Forest	Robert L. Woodruff, P.E. 949-481-3481 23550 Commencement Dr Lake Forest, CA 92630	Willdan prepared the following for the City of Lake Forest: CTFP Applications and Annual Measure "M" Requalification, Caltrans Request for Authorization to Proceed with Construction forms
Grant Preparation	City of Tustin	Diana R. Kasdien, P.E. 714-573-3171 300 Centennial Way Tustin, CA 92780	Willdan prepared the following for the City of Tustin: CTFP Applications and Annual Measure "M" Requalification, TEA Applications
Stormwater Quality Management and Field Inspection of 2007 Annual Program Effectiveness Assessment (PEA)	City of Los Alamitos	Paul Malloy 562-431-3538 x302 3191 Kasaba Avenue Los Alamitos, CA 90720	Willdan worked closely with City staff, including, but not limited to, their NPDES Stormwater coordinator, inspection staff, maintenance staff, and code enforcement officers to assemble the available data, including meeting attendance, risk assessment findings, commercial and industrial inventory, inspections, violations, reports of illicit discharges, locally hosted events, policy changes, etc. in order to successfully prepare the July 1, 2008 to June 30, 2007 PEA. The PEA was based on the approved format established in the 2003 DAMP. We also provided NPDES inspection services for commercial and industrial facilities within the reporting period. The City of Los Alamitos is within the SARWQCB jurisdiction.
Water Quality Specialist	City of Lake Forest	Ted Simon 949-461-3488 25550 Commencement Dr Lake Forest, CA 92630	Willdan provided a Water Quality Specialist to work at the City. This individual performed commercial inspections, industrial inspections, public complaints, reviewed CIP projects for NPDES compliance, reviewed WQMPs, SUSMPs, and SWPPP's for NPDES compliance, addressed public permit applications for NPDES compliance, prepared the 2003 Local Implementation Plan (LIP) for the City, prepared the 2004 PEA for the City and prepared quarterly reports to the SARWQCB for Aliso Creek. We also conducted staff training and public outreach on behalf of the City of Lake Forest. We participated in the General Permitting meetings and ongoing training activities sponsored by the County of Orange. The City of Lake Forest is within both the SARWQCB and SARWQCB jurisdictions.
WQMP Review	City of Yorba Linda	Mark Stowell 714-461-7170 4945 Casa Loma Ave Yorba Linda, CA 92685	Willdan provided Engineering plan check for Public Works Projects and Land Development Projects such as grading plans, street and storm drain improvement plans, flood control projects, Hydrology/Hydraulic Reports, Retention Basin Analysis, Water Quality Management Plans, Storm Water Pollution Prevention Plans and Landscape Improvement Plans.
Roadway Widening, Improvement or Rehabilitation Design	City of Fountain Valley	Mark Lewis 714-593-4443 10200 Slater Avenue Fountain Valley, CA 92708	The City of Fountain Valley rehabilitated several streets citywide including intersection improvements at Brookhurst Street/Elia Avenue and Newport Street/Slater Avenue. The intersections will be widened to accommodate additional lanes. Willdan provided right-of-way engineering, civil design, signal modifications and landscape and irrigation design. Willdan also prepared the Federal forms to receive federal funds.
Freestone Boulevard and Atlantic Avenue Improvements Project	City of South Gate	Art Cervantes 323-553-8578 8650 California Avenue South Gate, CA 90260	The City of South Gate plans to widen and realign Freestone Boulevard and Atlantic Avenue to improve safety and traffic circulation. Willdan prepared a Project Report and PS&E for the proposed improvements to address several key issues of concern. The impacts of the improvements on the street geometrics, right of way, traffic signalization, sanitary sewer, hydrology/storm drainage, water distribution, and landscaping are addressed. Both roadways are four lane arterials that will be widened to six lane facilities.
Public Works Construction and Encroachment Permit Inspection/Observation under the Direction of the City Engineer	City of Fountain Valley	Mark Lewis 714-593-4554 10200 Slater Avenue Fountain Valley, CA 92708	Willdan staff provided inspection services for the rehabilitation and resurfacing of Talbert Avenue from Magnolia Avenue to Newland Avenue and Brookhurst Street from Warner Avenue to Hill Avenue. The project included a full width cold milling operation on both of these major arterial streets, APHM resurfacing, curb ramp removal and replacement, installation and improvement of existing driveways, portions of sidewalk, curb and gutter. Due to the impact on public travel the project required considerable oversight of traffic control measures to minimize public inconvenience. Willdan was responsible for providing administrative assistance for Federal funding compliance. Administrative duties included the production of daily reports tracking the Contractor's manpower, equipment and hours; weekly statement of working days; keeping a record of quantities; employee interviews; review of progress payments to confirm billing quantities and review change orders to confirm work to be performed.
Newport Avenue Intersection Improvements/Rehabilitation	City of Tustin	Dana Kasdien 714-573-3150 300 Centennial Way Tustin, CA 92780	Willdan provided construction observation services for the Newport Avenue Roadway Rehabilitation. The project included the modification of four intersections on a quarter-mile section of Newport Boulevard. The project also included removal of cross gutters and construction of raised street grades to improve traffic flow. New curb ramps were constructed at each intersection, and the project included a full-width pavement grind and AC overlay. The \$600,000 project had duration of 60 working days.
Capital Improvement Construction Management and/or Project Management, Including Federal Regulations Compliance	City of Tustin	Diana R. Kasdien, P.E. 714-573-3171 300 Centennial Way Tustin, CA 92780	Willdan is providing Program Management services for the City's major transportation improvement projects. Services include administration and oversight of the various project consultants for design, right-of-way appraisals and acquisitions, and construction management. The types of projects include roadway widenings, grade separations, and construction of new arterial roadways.
OC-9 Transmission Pipeline Phase II	City of Huntington Beach	Debbie DeBow, P.E. 714-506-5508 2000 Main Street, 1st Floor Huntington Beach, CA 92648	Willdan managed the construction of the installation of a 20-24 inch double iron transmission pipeline in Newland Street between Warner Avenue and Yorkdown Avenue. The Work Scope for this yearlong project included project management, systems management, inspection and special inspection, contract management, stop drawing review, land surveying, and geotechnical investigation services. The pipeline project included the installation of air vac and air release valves, connections to existing facilities, replacement of trees and sidewalks, and other appurtenant work.
On-Call Assessment District Right of Way, and Capital Improvement Construction Inspection	City of Irvine	Roger War 714-337-2129 One Civic Center Plaza Irvine, CA 92606	There are several new housing developments being constructed throughout the City of Irvine. Willdan staff and the City work closely with the Irvine Company and merchant developers to develop the infrastructure required to support this development. The capital work has included the 1405/Jeffrey Road overcrossing and widening, Blugum Park, Balencia Parkway rehabilitation, various traffic signal projects, and the Jeffrey Road grade separation.

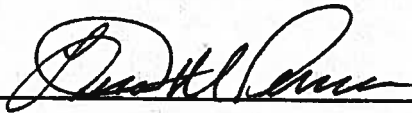
Project	Client	Contact Information	Project Description
Interim City Engineer Personnel (Vacation Coverage) Interim City Engineer	City of Lake Forest	Robert L. Woodings, P.E. 949-461-3481 25550 Commercecove Dr Lake Forest, CA 92630	Willdan provides "On-Call" city engineering services, including construction inspection, drainage design, roadway and pavement rehabilitation, traffic engineering, environmental planning, building and safety plan review, and public works plan review.
Interim City Engineer	City of Tustin	Dana R. Kaudin, P.E. 714-573-3171 300 Centennial Way Tustin, CA 92780	Responsibilities included engineering plan checks, engineering development review, and capital improvement project administration.
Weed Abatement Field Inspection and Administration Interim Code Enforcement Staff	City of San Juan Capistrano	Bret Cauder 949-234-4588 3244 Paseo Adelanto San Juan Capistrano, CA 92675	Provided interim code enforcement staff.
Interim Code Enforcement Staff	City of Orange	Ken Edmann 714-244-6418 300 E. Chapman Ave Orange, CA 92662	Provided interim code enforcement staff.
Interim Code Enforcement Staff	City of Los Alamitos	Lisa Hesp 562-431-3538 3191 Koriola Avenue Los Alamitos, CA 90720	Directed and participated in review of the code enforcement policy and procedures, with recommendations for changes as necessary. Provided interim code enforcement staff and an interim Community Development Director.
Landscape Construction and Maintenance Inspection/Observation Landscape Construction and Maintenance Inspection	City of Yorba Linda	Mark Shovel 714-961-7170 4845 Casa Loma Ave Yorba Linda, CA 92685	Willdan is responsible for plan review and construction inspections on all landscape improvements within the public right of way. Projects include streetscape and parkland construction. Streetscape improvements include medians and pathways encompassing irrigation plans, planting plans, details and technical specifications. Parkland also include grading, playground areas, irrigation and planting. Currently, Willdan is checking the master plan residential community of Vista Del Verde Phase IV. This 300 home development includes roadways with medians, pathways with sidewalks and multi-purpose trails and entry monument accent walls.
Other Services: Drainage and Flood Control Design Sandybrook Storm Drain Project	County of Orange	Willard Neman 714-567-4282 333 W. Santa Ana Boulevard Santa Ana, CA 92701	Willdan provided professional engineering services including the preparation of plans, specs, and estimates for the construction of the Sandybrook Storm Drain. The improvements comprised nearly 3200' of reinforced concrete pipe varying between 18-inch to 48-inch diameter along Gilbert Street and Sandybrook Drive to Campus. Approximately 13 catch basins up to 21-feet in length were designed. The improvements are necessary to alleviate ponding on Sandybrook Drive resulting from the relatively flat longitudinal street slopes.
Fairhaven Storm Drain Improvement Project Phase I	County of Orange	Peter Delquist 714-567-6382 333 W. Santa Ana Boulevard Santa Ana, CA 92701	Willdan provided professional engineering services including the preparation of plans, specs, and estimates for the construction of the Fairhaven Storm Drain. Services included field investigations, preparation of a hydrology/hydraulics report, development of final plans, specifications, and estimates along Fairhaven Avenue in the North Tustin area. The improvements comprised approximately 750-feet of reinforced concrete pipe varying between 18-inch and 48-inch diameter. A reinforced concrete box culvert was also included in the design to avoid utility conflicts with an existing sanitary sewer line.
Anaheim Pedestrian Bridge Drainage Design	City of Anaheim	Carl Heimberger 714-785-5100 200 South Anaheim Boulevard Anaheim, CA 92805	The project involved the design of a pedestrian bridge over Carbon Creek to facilitate pedestrian/bicyclist traffic. In order to maintain adequate flood control protection, channel improvements were necessary. Willdan prepared hydraulic calculations for the channel to the satisfaction of the Orange County Public Works to ensure that the bridge and its foundations/abutments will not adversely affect the flow capacity of Carbon Creek Channel. The proposed channel improvements included the replacement of an existing 24" CMP with an 18" RCP and the replacement of an existing 30" CMP with a new 30" RCP outlet pipe.

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

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

Lisa M. Penna Senior Vice President and Regional Manager
Name Title

Signature



May 14, 2008
Date

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

NAME OF CONSULTANT: Willdan

DISCLOSURE/EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

N/A

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

N/A

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

Signed this 14th day of May, at
Anaheim, California.

Name: Lisa M. Penna

Title: Senior Vice President and Regional Manager

Signature: 

EXHIBIT "D"

SCHEDULE OF COMPENSATION

May 14, 2008

Kenneth H. Rosenfield, P.E.
Director of Public Services
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

RE: ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES – HOURLY RATE SCHEDULE

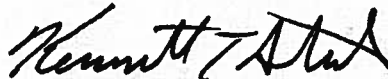
As required by the City of Laguna Hills' Request for Proposal, Willdan's hourly rate schedule is transmitted herewith in a separately sealed envelope.

In the meantime, should you have any questions regarding this hourly rate schedule, please feel free to contact Lisa Penna at 714-978-8207 or lpenna@willdan.com, or Ken Steele at 714-978-8205 or ksteele@willdan.com.

Respectfully Submitted,
Willdan



Lisa M. Penna, P.E.
Senior Vice President/Regional Manager



Kenneth Steele, P.E.
Vice President/Division Manager Transportation Services

WILLDAN
Schedule of Hourly Rates
Effective July 1, 2008 to June 30, 2009

ENGINEERING

Principal Engineer.....	\$200.00
Division Manager.....	180.00
City Engineer.....	180.00
Project Manager.....	180.00
Program Manager.....	180.00
Supervising Engineer.....	160.00
Senior Engineer.....	145.00
Senior Design Manager.....	145.00
Design Manager.....	135.00
Associate Engineer.....	135.00
Senior Designer.....	130.00
Senior Design Engineer II.....	130.00
Senior Design Engineer I.....	125.00
Designer II.....	120.00
Designer I.....	115.00
Design Engineer II.....	120.00
Design Engineer I.....	115.00
Senior Drafter.....	110.00
Drafter II.....	100.00
Drafter I.....	95.00
Technical Aide.....	85.00

CONSTRUCTION MANAGEMENT

Division Manager.....	180.00
Project Manager.....	180.00
Senior Construction Manager.....	155.00
Construction Manager.....	145.00
Assistant Construction Manager.....	120.00
Utility Coordinator.....	125.00
Labor Compliance Manager.....	120.00
Labor Compliance Specialist.....	95.00

INSPECTION SERVICES

Supervising Public Works Observer.....	120.00
Senior Public Works Observer.....	110.00
Public Works Observer.....	**100.00/110.00
Assistant Public Works Observer.....	**100.00/110.00

SURVEYING

Division Manager.....	180.00
Supervisor - Survey & Mapping.....	155.00
Senior Survey Analyst.....	130.00
Senior Calculator.....	120.00
Calculator II.....	110.00
Calculator I.....	100.00
Survey Analyst II.....	115.00
Survey Analyst I.....	100.00
Survey Party Chief.....	115.00
Field Party (One).....	165.00
Field Party (Two).....	220.00
Field Party (Three).....	275.00

LANDSCAPE ARCHITECTURE

Division Manager.....	180.00
Principal Landscape Architect.....	150.00
Senior Landscape Architect.....	125.00
Associate Landscape Architect.....	115.00
Assistant Landscape Architect.....	100.00

BUILDING AND SAFETY

Division Manager.....	180.00
Supervising Plan Check Engineer.....	150.00
Building Official.....	150.00
Plan Check Engineer.....	140.00
Deputy Building Official.....	140.00
Inspector of Record.....	140.00
Senior Plans Examiner.....	125.00
Supervising Building Inspector.....	125.00
Plans Examiner.....	115.00
Senior Building Inspector.....	115.00
Supervisor Code Enforcement.....	115.00
Building Inspector.....	**105.00/110.00
Supervising Construction Permit Specialist.....	105.00
Senior Construction Permit Specialist.....	100.00
Senior Code Enforcement Officer.....	95.00
Assistant Building Inspector.....	**95.00/110.00
Code Enforcement Officer.....	80.00
Construction Permit Specialist.....	80.00
Assistant Construction Permit Specialist.....	85.00
Plans Examiner Aide.....	75.00
Assistant Code Enforcement Officer.....	70.00

PLANNING

Division Manager.....	180.00
Principal Planner.....	150.00
Principal Community Development Planner.....	150.00
Senior Planner.....	130.00
Senior Community Development Planner.....	130.00
Associate Planner.....	115.00
Associate Community Development Planner.....	115.00
Assistant Community Development Planner.....	105.00
Assistant Planner.....	105.00
Planning Technician.....	85.00
Community Development Technician.....	85.00

ADMINISTRATIVE

Computer Data Entry.....	65.00
Clerical.....	65.00
Word Processing.....	65.00
Personal Computer Time.....	30.00

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.

** Prevailing Wage Project, Use \$105.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2008 thru June 30, 2009, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County area, but not more than five percent per year.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH RICHARD FISHER ASSOCIATES FOR ON-CALL LANDSCAPE
ARCHITECTURE SERVICES**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT WITH RICHARD FISHER
ASSOCIATES FOR ON-CALL LANDSCAPE ARCHITECTURE SERVICES AND
AUTHORIZE THE CITY MANAGER TO SIGN THE AMENDMENT AND THE CITY
CLERK TO ATTEST THERETO.**

SUMMARY:

Richard Fisher Associates (RFA) provides staff support and Landscape Architecture design services to the City on a task order basis. The Professional Services Agreement for their work will expire as of June 30, 2013, unless extended by mutual consent. As there are projects in process involving the services of RFA, staff recommends a one-year term extension of the current Agreement. During the 2013-14 Fiscal Year, staff will issue a Request for Proposal to renew these types of services for a multi-year period.

BACKGROUND:

The City operates on a contract model and is provided professional Landscape Architecture services on an as needed basis. In 2008, following a Request for Proposal process, the City selected Richard Fisher Associates (RFA) to provide the City with On-call Landscape Architecture Services. The current Professional Services Agreement (Agreement) with RFA will expire on June 30, 2013, unless extended by mutual consent.

RFA is providing services to the City for several work efforts which will continue into the next fiscal year. Accordingly, it is recommended that the current Agreement with RFA be extended for one year so as to not interrupt the related projects. This Agreement extension

can be accomplished through the approval of the attached Amendment No. 1 to the Agreement.

During the next fiscal year, staff will be issuing a Request for Proposal to engage an expanded number of firms in the provision of Landscape Architecture Services to the City.

FISCAL IMPACT:

The compensation to be provided to RFA is unchanged by the adoption of Amendment No. 1 to the Agreement. The Agreement provides for an annual maximum compensation of \$100,000, although the current work assignments are not expected to approach that value. Funding for the work provided by RFA is included in the 2013-14 Fiscal Year Operating and Capital Improvement Program Budgets.

ATTACHMENTS:

- Amendment No. 1

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
RICHARD FISHER ASSOCIATES
(On-Call Landscape Architecture Services)

THIS FIRST AMENDMENT to the Richard Fisher Associates Professional Services Agreement for on-call Landscape Architecture Services (the "Amendment") is hereby made and entered into to be effective the 1st day of July 2013, 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 the "City"), and RICHARD FISHER ASSOCIATES, a California Corporation (hereinafter referred to as the "Consultant") (collectively, the "Parties").

RECITALS

A. City and Consultant previously entered into that certain professional services agreement, dated July 1, 2008, for the provision of on-call Landscape Architecture Services for technical advice and staff support on matters of Landscape Architecture and for design and construction support for Capital Improvement Projects that may be required by City on an on-call basis (hereinafter referred to as the "Agreement"). A copy of the Agreement is attached hereto as Attachment "1" for reference purposes.

B. Section 3.4 of the Agreement specifies that the Agreement shall continue in full force and effect for five years (until June 30, 2013), unless extended by mutual written agreement of the Parties. Sections 2.3 (Changes in Scope), 3.4 (Term), and 10.3 (Entire Agreement) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties.

C. Consultant has Work that will extend beyond June 30, 2013, and City and Consultant desire to extend the Agreement under the same terms and conditions as established in the Agreement.

D. The Parties now desire to enter into this Amendment for the purpose of extending the term of the Agreement for one year in order to provide for continued on-call Landscape Architecture Services at the same professional hourly rates and under the same terms and conditions as established in the Agreement.

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

AGREEMENT

1. Amendment to Section 3.4, entitled "Term," of the Agreement: Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

“Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect until June 30, 2014, except as may otherwise be provided in the Schedule of Performance (Exhibit “A”) and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties.”

2. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
3. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

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

"CITY"
CITY OF LAGUNA HILLS
a California Municipal Corporation

By: _____
BRUCE E. CHANNING
City Manager

ATTEST:

By: _____
Peggy J. Johns, City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian, City Attorney

"CONSULTANT"
RICHARD FISHER ASSOCIATES, INC.,
A California Corporation

By:  _____
RICHARD A. FISHER, President

By:  _____
TAYLOR M. SMITH, Secretary

ATTACHMENT "1"

**PROFESSIONAL SERVICES AGREEMENT
RICHARD FISHER ASSOCIATES
(July 1, 2008)**

**PROFESSIONAL SERVICES AGREEMENT
RICHARD FISHER ASSOCIATES**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this first day of July, 2008, by and between the CITY OF LAGUNA HILLS, a California general law city and municipal corporation, (hereinafter referred to as "City") and RICHARD FISHER ASSOCIATES, 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 for Professional Landscape Architectural services for on-call technical advice and staff support on matters of Landcape Architecture established by a City initiated Task-Order and for design and construction support for Capital Improvement projects on a Proposal basis, as needed, (the "Projects").

B. Consultant has submitted to City a proposal to provide on-call technical advice and staff support on matters of Landcape Architecture and for design and construction support for Capital Improvement projects, to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

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.** In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services in support of the Projects described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high

quality among well-qualified and experienced professionals performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; and, (3) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibit "B", hereby incorporated by reference and made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services and the Consultant's Proposal 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 provisions of the Scope of Services (Exhibit "A"); (2nd) the terms of this Agreement; and, (3rd) the provisions of the Consultant's Proposal (Exhibit "B").

1.3 Compliance with Law. Consultant warrants that all Services rendered hereunder shall be performed in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.4 Licenses, Permits, Fees, and Assessments. Consultant represents and warrants to City that it has obtained 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, 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 indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and

shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services 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 Annual 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 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.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached hereto as Exhibit "C" and is incorporated herein by reference, but not exceeding the annual maximum contract amount of Two Hundred Thousand Dollars, (\$200,000) (hereinafter referred to as the "Annual Maximum Contract Amount") for any term year of this Agreement, except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "D." 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. The Annual Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Annual Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services for fixed fee or not to exceed fee projects may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, except as may be provided pursuant to Section 1.8 above, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Annual Maximum Contract Amount.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "C"), in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City in a form approved by the City's Controller, 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 established by proposal or task order.

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) agreed upon and established in the proposal or task order ("Schedule of Performance"). 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, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

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

including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services but not exceeding five (5) years from the date hereof and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties for a term of an additional five (5) years.

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith Richard Fisher, President. 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 services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees,

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

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, 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 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 any performance 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 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 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, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his/her designee due to unique circumstances. In the event the City Manager 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 Manager or his/her designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than One Million Dollars (\$1,000,000) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

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

coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

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

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, 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 subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. 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 a per occurrence basis with a combined single limit of at least Two Million Dollars (\$2,000,000.00) bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of Two Million Dollars (\$2,000,000.00) bodily injury and property damage. The policy shall include coverage for, non-owned, leased, and hired cars.

In addition, Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of personal automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of One Million Dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for

owned cars.

E. **Employer Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least One Million Dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

5.3.1. The commercial general, business automobile, and employer liability policies shall be endorsed to contain the following provision:

"City and its officers, council members, officials, employees, agents, and volunteers, are additional insureds with respect to: liability arising out of acts or omissions of or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant."

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.

5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.

5.3.3 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.4 Each insurance policy required by this section shall be endorsed to state that

coverage shall not be suspended, voided, cancelled, or modified by either Party, 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 in this subsection, 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.

- 5.3.5 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.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements 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 Manager and approved in writing.
- 5.3.7 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. 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.
- 5.3.8 Consultant agrees to ensure that subcontractors, 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.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other

policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Verification of Coverage. Consultant shall furnish City certificates of insurance and original endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence,

recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless, or willful performance of or failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness, or willful misconduct of the City, its officers, council members, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness, or willful misconduct of Consultant to any extent, then City shall reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs, and expenses that were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

7. REPORTS AND RECORDS

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

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

project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, 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. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, 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, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

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

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

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.B, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The

withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

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

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

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

8.8 Attorney 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 attorney 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/her financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant 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, religion, color, sex, 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, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

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

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

direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. 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: Richard Fisher Associates
2001 E. First Street, Suite 160
Santa Ana, CA 92705
Attention: Richard A. Fisher
Telephone: (714) 245-9270
Facsimile: (714) 245-9275

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

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

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

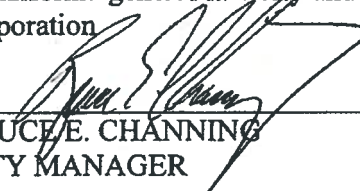
10.6 Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity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

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

[illegible]

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 general law city and municipal
corporation



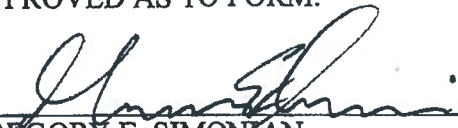
BRUCE E. CHANNING
CITY MANAGER

ATTEST:

 (SEAL)

PEGGY JOHNS
City Clerk

APPROVED AS TO FORM:



GREGORY E. SIMONIAN
City Attorney

"CONSULTANT"
RICHARD FISHER ASSOCIATES

By: 

RICHARD A. FISHER, President

By:
TAYLOR M. SMITH, Secretary





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: AWARD OF CONTRACT FOR EL TORO ROAD PAVEMENT REHABILITATION PROJECT, CIP NO. 179, AND RIDGE ROUTE DRIVE PAVEMENT REHABILITATION PROJECT, CIP NO. 172

RECOMMENDATION: THAT THE CITY COUNCIL AWARD THE CONTRACT FOR EL TORO ROAD PAVEMENT REHABILITATION PROJECT, CIP NO. 179, AND RIDGE ROUTE DRIVE PAVEMENT REHABILITATION PROJECT, CIP NO. 172, TO THE APPARENT LOW BIDDER, ALL AMERICAN ASPHALT, IN THE LOW BASE BID AMOUNT OF \$953,953.30, AND AUTHORIZE THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST TO THE CONTRACT DOCUMENTS.

SUMMARY:

In accordance with City Council authorization, five bids for the subject project were received on June 11, 2013. The apparent low bidder, All American Asphalt, meets the contract requirements, is currently licensed, and provides satisfactory references. An Alternate Bid for a different application of asphalt concrete on Ridge Route Drive did not result in cost savings and is not recommended. Award of the contract to All American Asphalt for the low Base Bid is recommended. The contract documents for this project are available for review on the dais and in the office of the City Clerk.

BACKGROUND:

On June 11, 2013, the City received five bids for the El Toro Road Pavement Rehabilitation Project, CIP No. 179, and Ridge Route Drive Pavement Rehabilitation Project, CIP No. 172.

The Engineer's Estimate for the project was \$1,200,000.

The following bids were received:

<u>COMPANY</u>	<u>BASE BID</u>
All American Asphalt	\$ 953,953.30
Griffith Company	\$1,060,718.40
R. J. Noble Company	\$1,069,808.44
PALP Inc., DBA Excel Paving Company	\$1,127,921.33
Hardy & Harper Inc.	\$1,132,000.00

Staff had included an Alternate Bid in the project documents related to a different asphalt concrete repair strategy for Ridge Route Drive. The Alternate Bid would have increased the project costs and staff does not propose it be considered. In any event, the low bidder result was unchanged even if the Alternate Bid were to be considered.

The lowest responsive and responsible bidder, All American Asphalt, meets the contract requirements, is currently licensed, and provides satisfactory references. This project will begin in late July and will last up to a period of sixty-five (65) working days. Work on Ridge Route Drive will occur during daylight hours and work on El Toro Road will occur during nighttime hours. The contract documents for this project are available for review on the dais and in the office of the City Clerk.

In order to implement this project, it is necessary to retain the professional services of Willdan Group, Inc. for survey monument preservation, Bureau Veritas for inspection services, and Harrington Geotechnical for materials testing. Each of these firms has provided a proposal for their respective work which is on file with the City Engineer. In accordance with the Professional Services Agreements with each of these firms, the City Manager will issue Task Orders to authorize the respective work of each of these professional service providers.

FISCAL IMPACT:

The project is funded in the Fiscal Year 2013-2014 Capital Improvement Program Budget in the amount of \$1,280,000. The total project costs are estimated to be \$1,043,424.30 and are within budget. These costs consist of the construction cost of \$953,953.30, survey services costs provided by Willdan Group of \$9,750, inspection services costs provided by Bureau Veritas of \$45,600, and materials testing costs provided by Harrington Geotechnical of \$34,121.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PROGRESS PAYMENT NO. 27 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159, AND APPROVAL OF CONTRACT CHANGE ORDER NO. 7

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE CONTRACT CHANGE ORDER NO. 7 AND PROGRESS PAYMENT NO. 27, IN THE NET AMOUNT OF \$28,679.81, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

SUMMARY:

Work on the La Paz Road Widening at I-5 Improvement Project, CIP No. 159, began on April 7, 2011, and is being performed by SEMA Construction, Inc. The construction portion of the work has been substantially completed. Work performed in May 2013, included a rain event action plan, storm water annual report, plant establishment, asphalt concrete, and miscellaneous extra work. The contractor has submitted the twenty-seventh progress payment request for approval. In addition, Contract Change Order No. 7 is presented for approval to address a variety of extra work and to close out the final project quantities. Approval of the Progress Payment and Contract Change Order No. 7 is recommended.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A ten (10) percent retention is withheld from each payment to assure final performance of the work. The contractor for the project, SEMA Construction, Inc., has submitted the twenty-seventh progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
14	Rain Event Action Plan	7	EA	\$ 100.00	\$ 700.00
15	Storm Water Report	1	EA	\$ 500.00	\$ 500.00
16	Sampling & Analysis	2	EA	\$ 400.00	\$ 800.00
60	Plant Establishment	.08	LS	\$ 20,200.00	\$ 1,616.00
71	Asphalt (Type D)	200	LF	\$ 3.00	\$ 600.00
CCO No. 5	B1-Comp Day	-1	LS	\$ 22,000.00	\$(22,000.00)
CCO No. 7	A1- Street Light	1	LS	\$ 10,168.66	\$ 10,168.66
	B1 – Rock Blanket & Roses	1	LS	\$ 13,830.90	\$ 13,830.90
	C1 – Barrier Rail	1	LS	\$ 5,928.35	\$ 5,928.35
	D1 – Striping Modification	1	LS	\$ 2,439.95	\$ 2,439.95
	E1 – Misc. Irrig & Landscape	1	LS	\$ 4,428.35	\$ 4,428.35
	F1 – Additional Signage	1	LS	\$ 4,621.76	\$ 4,621.76
	G1 – Signal Head	1	LS	\$ 2,063.37	\$ 2,063.37
	H1 – Credit TC Devices	1	LS	\$(336.26)	\$(336.26)
	J1 – Misc EWB	1	LS	\$ 6,505.37	\$ 6,505.37
Total To Date				\$4,809,451.69	
Less Prior Billing				<u>\$4,777,585.24</u>	
Total This Period				\$ 31,866.45	\$ 31,866.45
Less 10% Retention					<u>\$(3,186.64)</u>
					\$ 28,679.81

CONTRACT CHANGE ORDER:

Contract Change Order No. 7, attached, has been prepared to address a variety of miscellaneous extra work (primarily required by Caltrans) in the amount of \$49,650.45 and to document final pay quantities. The total extra work on the project represents 10.6% of the original bid price and is considered to be at a reasonable level for the complexity of the project.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the La Paz Road Widening at I-5 Improvement Project, CIP No. 159.

ATTACHMENTS:

- Contract Change Order No. 7

**CITY OF LAGUNA HILLS
CONTRACT CHANGE ORDER**

CONTRACT CHANGE ORDER NO. 7

SHEET 1 OF 6 SHEETS

PROJECT: La Paz Widening at I-5, CIP No. 159

CONTRACTOR: SEMA Construction

In accordance with contract provisions, the following changes in the contract and/or contract work are hereby authorized and as compensation therefore, the following addition to or deductions from the contract price are hereby approved.

Note: This change order is not effective until approved by the City Engineer.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price, and force account. Unless otherwise stated, rates for rental of equipment are actually used and no allowance will be made for idle time.

Change requested by: City

This change order provides compensation to SEMA Construction for the following extra work:

A1: Extra Work At Agreed Lump Sum:

Additional Street Light: As required by Caltrans, add one Type 15 Street Light at La Paz Road approx. STA 17+00 with final layout approved by the Inspector. Includes furnishing a new Type 15 pole per Caltrans Standard Plans with pole and anchor bolts inspected by Caltrans METS.

A1 Lump Sum Amount = \$10,168.66

Total Contract Value Adjustment A1: \$10,168.66

By reason of this order the time of completion will be adjusted as follows:

A1: No Time Extension

B1. Extra Work at Force Account:

Grout Rock Blanket: Grout all horizontal rock blanket on the project per the attached Caltrans standard detail. (detail refers to "mortar"). Horizontal rock blanket includes all project rock blanket except the portion installed under the bridge on the abutment slope. Also, furnish 19 patented roses for the median island on La Paz Road. This work includes necessary traffic control.

CONTRACT CHANGE ORDER NO. 7

B1 Approved EWB Total: = \$13,830.90

Total Contract Value Adjustment B1: \$13,830.90

By reason of this order the time of completion will be adjusted as follows:

B1: No Adjustment

C1: Extra Work At Force Account and Agreed Lump Sum:

Barrier Rall and ROW Fencing Modifications: Extend Caltrans ROW fencing down to Retaining Wall #1 to close the ROW per Caltrans standards (approximately 30' of fencing). Repair the ROW fence at the SB straight on-ramp (cross bracing needed). Adjust approximately 37.5' of Metal Beam Guard Railing (MBGR) at the SB off ramp to achieve 4' of clearance from the foundation of overhead sign OH-3. Lump sum amount agreed for Alcorn to perform the fencing and MBGR work is \$4,592.00. The additional amount includes the SEMA construction mark-up on Alcorn plus the traffic control by SEMA Construction at Force Account. Fencing and MBGR details per Caltrans Standard Plans.

C1 Lump Sum and Force Account = \$5,928.35

Total Contract Value Adjustment C1: \$5,928.35

By reason of this order the time of completion will be adjusted as follows:

C1: No Time Extension

D1: Extra Work At Force Account:

Striping Modifications: Perform striping modifications on La Paz Road as directed by the Inspector. Include traffic control and sandblasting for striping removal as required. (Work performed by SEMA Construction and PCL on 11/18/12 and 11/19/12 per approved Extra Work Bills. Striping includes mainly corrections to the turn pocket from EB La Paz Road to SB Cabot Road.)

D1 Total Contract Increase, Extra Work at Force Account = \$2,439.95

Total Contract Value Adjustment D1: \$2,439.95

By reason of this order the time of completion will be adjusted as follows:

D1: No Time Extension

E1: Extra Work at Agreed Lump Sum and Force Account:

E1: Miscellaneous Irrigation and Landscaping:

E1.1: Irrigation and landscaping at contract lump-sum breakdown pricing for 2 additional sprinklers at 2B off ramp slope, 1 additional sprinkler on SB on ramp, 30 replaced nozzles at SB and NB loops, 3 relocated trees at SB on ramp, two replaced sprinklers at SB loop ramp, 5 added trees in the SB off ramp gore. (\$1,133.58 plus prime mark-up)

E1.2: Remove and replace ice plant, approximately 5000 sf, at the SB off ramp gore for sprinkler replacements ordered under a separate change. (\$1,221.75 plus prime mark-up at force account for removal and \$945 plus prime mark-up for new ice plant per lump sum break-down provided)

E1.3: Trenching for controller cabinet relocation as directed by the Inspector (\$665.57 plus prime mark-up at force account)

E1: Total Agreed Lump Sum and Force Account Increase = \$4,428.35

Total Contract Value Adjustment E1: \$4,428.35

By reason of this order the time of completion will be adjusted as follows:

E1: No Time Extension

F1: Extra Work at Agreed Lump Sum:

F1: Additional Signage:

F1.1: Install R5-10 Roadside Signs, similar to Sign #12 on the sign plans, at other ramps (SB loop and straight on-ramps, North loop on ramp, 3 new signs total)

F1.2: Install R3-5 Sign that says "Cabot Road" above the existing "Right Turn Must Turn Right" sign for EB La Paz, west of Cabot Road.

F1.3: Relocate R13A sign on Traffic Signal Pole C (facing Cabot Road) above the signal head

F1.4: Replace Sign 6 on the sign plans with the larger 72" sign package (big "do not enter" sign).

F1.5 Replace the "K" Marker on the raised median at Murilands (glue-on type)

F1.6 Add one roadside sign package with W11-2 and W1-7P at the SB straight on-ramp directly across the ramp from the first sign).

All sign layout to be approved by the Inspector. All details per the MUCTD and Caltrans Standard Plans.

F1: Total Lump Sum Amount: \$4,621.76

Total Contract Value Adjustment, F1: \$4,621.76

CONTRACT CHANGE ORDER NO. 7

By reason of this order the time of completion will be adjusted as follows:

F1: No Time

G1: Extra Work At Agreed Lump Sum:

G1: Replace Signal Head: Replace the signal head at Pole C and frame to provide a 5 section head for the right turn movement from Cabot Road to EB La Paz instead of the 4 section head per plan.

Extra Work at Agreed Lump Sum: \$2,063.37

Total Contract Value Adjustment G1: \$2,063.37

By reason of this order the time of completion will be adjusted as follows:

G1: No Time Extension

H1: Extra Work At Force Account:

H1: Credit for Orange County Public Works: Provide a credit for traffic control provided by OC Public Works for traffic control devices installed around All American parked equipment on Cabot Road (Cost Estimate of August 24, 2012).

Extra Work at Force Account = (\$336.26)

Total Contract Value Adjustment H1: (\$336.26)

By reason of this order the time of completion will be adjusted as follows:

H1: No Time Extension

I1: Extra Work At Contract Unit Prices:

I1: Adjustments in Contract Quantities at Contract Unit Prices: The contract quantities are adjusted as shown on the attached spreadsheet (1 page). All parties waive any consideration of adjustments of compensation on these quantity changes and agree that this list shall finalize the quantities for payment for bid items. Contractor has been compensated for the final quantities through the various progress payments and no new additional compensation is to be made for the quantities documented by this change order.

I1: Total Extra Work at Contract Unit Prices: \$143,371.01

Total Contract Value Adjustment I1: \$143,371.01

CONTRACT CHANGE ORDER NO. 7

By reason of this order the time of completion will be adjusted as follows:

I1: No Time Extension

J1: Extra Work At Force Account:

J1: Miscellaneous Extra Work: Perform miscellaneous Extra Work at Force Account as directed by the Inspector.

J1.1: EWB # 38,39 Demo of connected DI's: \$1,359.64

J1.2: EWB # 46, 47, Provide Speed Shores to Work around unforeseen crossing at Drainage System 4: \$5,145.73

J1: Total Extra Work at Force Account: Sum Price: \$6,505.37

Total Contract Value Adjustment J1: \$6,505.37

By reason of this order the time of completion will be adjusted as follows:

J1: No Time Extension

K1: No-Cost Suspension of Work:

K1: Suspension of Work: All parties agree to a no-cost (no TRO) suspension of work from September 14, 2012 to March 20, 2013 which is the project acceptance date (except for plant establishment) and shall be the last working day of the project.

K1: No Cost Suspension: \$0.00

Total Contract Value Adjustment K1: \$0.00

By reason of this order the time of completion will be adjusted as follows:

K1: No Time Extension. Work shall be suspended from September 14, 2013 to March 20, 2013

CONTRACT CHANGE ORDER NO. 7

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules.

Extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other, work under this Contract. The signing of this Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

SUMMARY OF CONTRACT TIME

Original Contract Date:	April 7, 2011
Original Contract Time:	275
Original Completion Date:	May 18, 2012
Time Extension this C.O.:	0
Total Contract Time Extension:	11
Revised Contract Time:	286
Revised Final Completion Due Date:	March 20, 2013
Time Subject to Liquidated Damages:	None
Actual Final Completion Date:	March 20, 2013

Original Contract Price	\$4,228,879.00
Prev. Authorized Changes	\$ 397,341.64
This Change (Add)	\$ 49,650.45
This Change Quantity Changes (Add)	\$ 143,371.01
Amended Contract Price	\$4,819,242.10

If the Contractor does not sign acceptance of this order, his attention to the requirements of the specifications as to proceeding with the order work and filing a written protest within the time therein specified. All parties agree that this CCO #7 is intended to serve as the final Contract Change Order and that the Amended Contract price above is intended to be the final contract price.

Approved by:

Director of Public Services

Date

Accepted by:

Contractor

Date

Print Name:

SOUSA CLYNE SR. V.P.

City Manager Channing indicated this item was pulled for clarification to the recommendation as follows: "That the City Council approve Amendment No. 1 to the Consulting Services Agreement with Oros Consulting Services, LLC, for information technology support and consulting services and authorize the City Manager to execute and the City Clerk to attest thereto.

THE CITY COUNCIL APPROVED AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT WITH OROS CONSULTING SERVICES, LLC, FOR INFORMATION TECHNOLOGY SUPPORT AND CONSULTING SERVICES AND AUTHORIZED THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THERETO, BY M/MAYOR PRO TEMPORE BLOUNT, S/COUNCIL MEMBER CARRUTH.

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

4.7 LUMP SUM PAYOFF OF CALPERS EMPLOYER SIDE FUND

Council Member Carruth removed this item from the Consent Calendar to ask for more detailed information from the Assistant City Manager.

Assistant City Manager White indicated this issue was discussed at the May 7, 2013, budget study session, to recommend the payoff of a side fund created in 2003. By doing this, the City's total unfunded liability, which was approximately \$1.2 million, is reduced by half, drops the City's rate from 11.738 down to 9.2, and may well be one of the lowest for miscellaneous employees in Orange County.

THE CITY COUNCIL APPROVED THE LUMP SUM PAYMENT TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS), IN THE AMOUNT OF \$577,805, SUFFICIENT TO ELIMINATE THE EMPLOYER SIDE FUND ATTRIBUTABLE TO RISK POOLING AS OF THE MOST RECENT VALUATION DATE, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT.

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

5. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:12 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

Absent: Agency Member Bressette

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, MAY 28, 2013

MOTION TO APPROVE THE MINUTES OF THE MAY 28, 2013, REGULAR MEETING, BY M/AGENCY MEMBER GILBERT, S/AGENCY MEMBER CARRUTH.

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

5.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 8:13 PM. All Council Members were present, with the exception of Council Member Bressette.

6. CITY COUNCIL PUBLIC HEARINGS

There were no Public Hearings.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

7.2 Assistant City Manager

7.2.1 CITY VIEWS AND COMMUNITY SERVICES ACTIVITY GUIDE

THE CITY COUNCIL DIRECTED STAFF: (1) TO PROCEED WITH REDUCING THE CITY VIEWS SECTION OF THE CITY'S NEWSLETTER; (2) TO ISSUE REQUESTS FOR PROPOSALS FOR PRINTING AND GRAPHIC DESIGN SERVICES; AND (3) AUTHORIZED THE CITY MANAGER TO EXTEND THE EXISTING CONTRACT WITH FAUBEL PUBLIC AFFAIRS FOR THREE MONTHS, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

7.3 Public Services Director/City Engineer

7.3.1 GRANT OF EASEMENT TO SAN DIEGO GAS & ELECTRIC COMPANY ALONG THE EASTERLY SIDE OF ALISO HILLS DRIVE NORTHERLY OF LA PAZ ROAD



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: FISCAL YEAR 2013/2014 AND FISCAL YEAR 2014/2015 CAPITAL IMPROVEMENT PROGRAM CONFORMANCE WITH THE GENERAL PLAN

RECOMMENDATION: THAT THE PLANNING AGENCY ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, MAKING A FINDING OF GENERAL PLAN CONSISTENCY FOR THE FISCAL YEAR 2013/2014 AND FISCAL YEAR 2014/2015 PROJECTS OF THE SIX-YEAR CAPITAL IMPROVEMENT PROGRAM."

SUMMARY:

In accordance with Section 65401 of the California Government Code, a Capital Improvement Program (CIP) is required to be submitted to the City's Planning Agency for review and determinations as to its conformance with the adopted General Plan. Staff recommends that the Planning Agency makes a finding that the Fiscal Year 2013/2014 and Fiscal Year 2014/2015 projects included in the CIP are in conformance with the General Plan by adopting a resolution entitled:

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY
OF LAGUNA HILLS, CALIFORNIA, MAKING A FINDING OF
GENERAL PLAN CONSISTENCY FOR THE FISCAL YEAR
2013/2014 AND FISCAL YEAR 2014/2015 PROJECTS OF
THE SIX-YEAR CAPITAL IMPROVEMENT PROGRAM.

BACKGROUND:

California Government Code Section 65401 requires that departments within municipalities be responsible for implementing capital improvement projects, prepare and present the following to the Planning Agency: (1) a comprehensive list of the proposed capital improvement projects for the following budget cycle, and (2) a report as to

conformity of that plan with the adopted General Plan. A copy of that section of the Government Code is included as an attachment to this report.

The draft Capital Improvement Program (CIP) will be recommended for adoption by the City Council on June 25, 2013. The specific projects included in Fiscal Year 2013/2014 and Fiscal Year 2014/2015 of the CIP, along with the accompanying General Plan goals they support, are described below. The accompanying CIP project numbers correspond to the project numbers and categories as listed in Attachment B.

Streets, Signals and Lighting Projects

The following projects meet the **Mobility Goal M-1** (Provide a safe and efficient local transportation system consistent with the general County standards and the regional system) and **Mobility Goal M-2** (Implement improvements that foster improved traffic safety on the circulation system for all drivers, pedestrians, and cyclists).

- **Annual Street Maintenance (CIP 101)** – Over the years, the quality of the City's road network will inevitably and rapidly decline if maintenance strategies are not in place. For this reason, the City has implemented an annual street maintenance program aimed at increasing pavement life as well as improve the appearance and ride quality of the City's roadway network.
- **Traffic Signal Improvements/Coordination Projects (CIP 168)** – In order to maintain improved traffic flow on City streets, this project provides for the interconnection and synchronization of traffic signals. Locations in process for installation or update include the streets of Paseo de Valencia, Lake Forest Drive, Los Alisos Boulevard and Oso Parkway.
- **Ridge Route Drive and El Toro Road Pavement Rehabilitation (CIP 172/179)** – The existing surface of the roadway will be rehabilitated with an overlay of asphalt concrete.
- **Bridge Seal Coat – Laguna Hills Drive at Aliso Creek (CIP TBD)** – The bridge deck will be sealed so as to reduce water intrusion to the rebar and rehabilitate the bridge joints.

Parks Projects

The following projects meet **Conservation and Open Space Goal COS-2** (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- **Community Center and Sports Complex Field Renovations (CIP 238)** – The existing sports turf at the Community Center and Sports Complex is replaced every

other year, primarily upon the two soccer fields, to maintain safety and playability on the fields.

- **Renovation of Stockport Park Playground (CIP 239B)** – Existing playground equipment and surfacing improvements, as well as minor site amenities and fencing improvements will be made to provide enhanced recreation value and improve the safety of the playground.
- **Softball Field Improvements-Community Center/Sports Complex (CIP 240)** – In order to enhance the recreational value of the softball field, this project includes the additions of an infield irrigation system, hooded backstops, extended foul ball screens, and pads onto the outfield wall.
- **General Park Renovations (CIP 241)** – This project consists of the renovation of existing park and playground improvements throughout the City's local park system to include the replacement of worn out site amenities as well as minor playground improvements to update worn surfacing.

Flood Control and Water Quality

The following projects meet **Conservation and Open Space Goal COS-1** (Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer).

- **Storm Drain/Slope Repairs (CIP 403)** – This project provides funding for drainage or slope repair projects resulting from storm events causing unexpected infrastructure impacts.
- **NPDES/Water Quality Program (CIP 410)** – Implement a variety of water quality improvement initiatives and environmental enhancements to reduce pollutants within water runoff reaching the storm drain systems, in accordance with the NPDES permits. This project meets the above mentioned Conservation and Open Space Goal as well as the following
 - **Safety Goal S-6** (Reduce injuries and danger to life, property damage and public health hazards associated with flooding).
- **Water Quality (2) Improvements (CIP 412)** – This project consists of installing screens over the inlets of catch basins at approximately 600 locations throughout the City, thereby improving pollution prevention and water quality.

Public Facilities

The following projects meet **Community Services and Facilities Goal CSF-1** (Establish and maintain a high level of community facilities and services to meet the needs of the

community and enhance the quality of life in Laguna Hills) and **Conservation and Open Space Goal COS-2** (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- **Community Center Renovation (CIP 513)** – This project provides for various scheduled maintenance and equipment replacement at the Community Center building, including security upgrades, audio/visual equipment upgrades, refurbishment of the elevator and HVAC system.
- **Sports Complex Renovations (CIP 514)** – This project provides for various scheduled maintenance and equipment replacement at the Community Center Sports Complex, including painting the exterior, installing shade sails, and play structures and parking lot improvements.

Trails and Open Space

The **La Paz Open Space Riparian Habitat (CIP 615)** provides for the renovation of the La Paz Open Space from Moulton Parkway to Paseo de Valencia. The first phase of this project includes the nine acres west of Alameda Avenue and is planned for construction in FY 2013/2014. Goals met by this project are as follows:

- **Conservation and Open Space Goal COS-2** (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).
- **Conservation and Open Space Goal COS-1** (Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer).
- **Mobility Goal M-3** (Create a community where walking and cycling are practical, safe, and fun options for travel).

The projects included in Fiscal Year 2013/2014 and Fiscal Year 2014/2015 are consistent with the goals established within the General Plan. Project worksheets are included as Attachment B briefly describing each project, as well as the Six-Year CIP Summary.

The Fiscal Year 2013/2014 and Fiscal Year 2014/2015 CIP projects included in the Six-Year CIP were discussed in detail at the CIP & Operating Budget Study Session on May 7, 2013. Staff recommends that the Planning Agency find that the Fiscal Year 2013/2014 and Fiscal Year 2014/2015 projects included in the CIP are in conformance with the City's General Plan.

FISCAL IMPACT:

None.

CEQA:

This General Plan conformity determination does not constitute “approval” of any of the listed projects and, for that reason, this action of the Planning Agency is exempt from the requirements of the California Environmental Quality Act (CEQA). All projects listed in the CIP will be reviewed individually pursuant to the requirements in CEQA and the Planning Agency’s review for General Plan consistency does not commit the City to any one of the listed projects. In addition, the CEQA guidelines (Section 15378) specifically exclude organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

ATTACHMENTS:

- Attachment A-Section 65401 of the California Government Code
- Attachment B-Capital Improvement Program Summary and Project Worksheets
- Attachment C-Resolution (Exhibits A & B)

Attachment A
California Government Code

65401. If a general plan or part thereof has been adopted, within such time as may be fixed by the legislative body, each county or city officer, department, board, or commission, and each governmental body, commission, or board, including the governing body of any special district or school district, whose jurisdiction lies wholly or partially within the county or city, whose functions include recommending, preparing plans for, or constructing, major public works, shall submit to the official agency, as designated by the respective county board of supervisors or city council, a list of the proposed public works recommended for planning, initiation or construction during the ensuing fiscal year. The official agency receiving the list of proposed public works shall list and classify all such recommendations and shall prepare a coordinated program of proposed public works for the ensuing fiscal year. Such coordinated program shall be submitted to the county or city planning agency for review and report to said official agency as to conformity with the adopted general plan or part thereof.

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FUTURE
STREET, SIGNALS AND LIGHTING										
101	Annual Street Maintenance	IV- 9	\$ 5,700,000	\$ -	\$ 2,000,000	\$ -	\$ 1,800,000	\$ -	\$ 1,900,000	\$ -
112	Traffic Signals	IV- 11	250,000	-	-	-	-	-	-	250,000
139	Cabot Widening - La Paz to Paseo de Valencia	IV- 13	3,150,000	-	-	-	-	-	-	3,150,000
145	Paseo de Valencia Widening	IV- 15	7,850,000	-	-	2,750,000	-	-	-	5,100,000
168	Traffic Signal Improvements/Coordination Projects	IV- 17	450,000	100,000	-	-	-	-	-	350,000
170	Access Ramp Construction	IV- 19	1,875,000	-	-	-	-	-	-	1,875,000
171	La Paz Road Sidewalk Widening	IV- 21	565,000	-	-	175,000	390,000	-	-	-
172/ 179	Ridge Route Drive (Ave Carlota to Moulton) AND El Toro Road (ECL to WCL) Pavement Rehabilitation	IV- 23	1,280,000	1,280,000	-	-	-	-	-	-
175	Los Alisos Blvd. Pavement Rehabilitation (ECL to Paseo de Valencia)	IV- 25	600,000	-	-	-	-	-	-	600,000
176	Paseo de Valencia Pavement Rehabilitation (La Paz To Cabot)	IV- 27	575,000	-	-	-	-	-	-	575,000
178	South Moulton Pavement Rehabilitation (VIA Lomas to SCL)	IV- 29	1,200,000	-	-	-	-	-	-	1,200,000
181	Oso Parkway Pavement Rehabilitation (Cabot to WCL)	IV- 31	1,750,000	-	-	-	-	-	-	1,750,000
182	Lake Forest Drive Pavement Rehabilitation (ECL to WCL)	IV- 33	1,200,000	-	-	-	-	-	-	1,200,000
183	Avenida Carlota Pavement Rehabilitation (El Toro Rd to Los Alisos Blvd)	IV- 35	825,000	-	-	-	-	-	-	825,000
184	La Paz Road Widening (McIntyre to Cabot)	IV- 37	1,450,000	-	-	-	-	-	-	1,450,000
185	Replacement of Illuminated Street Name Signs at all Traffic Signal Locations	IV- 39	215,000	-	-	-	-	-	-	215,000
186	Streetlighting	IV- 41	50,000	-	-	-	-	-	-	50,000
187	Cabot Road Pavement Rehabilitation (South of Oso Parkway - two locations)	IV- 43	925,000	-	-	-	-	-	-	925,000
188	Ridge Route Pavement Rehabilitation - Moulton Parkway to Santa Vittoria Drive	IV- 45	700,000	-	-	-	-	-	-	700,000
189	Bridge Seal Coat - Laguna Hills Drive at Aliso Creek	IV- 47	50,000	-	50,000	-	-	-	-	-
Sub-Total			\$ 30,660,000	\$ 1,380,000	\$ 2,050,000	\$ 2,925,000	\$ 2,190,000	\$ -	\$ 1,900,000	\$ 20,215,000

6/25/2013 ITEM NO. 5.4.1

CITY OF LAGUNA HILLS SIX YEAR CAPITAL IMPROVEMENT PROGRAM PROJECT SUMMARY

PROJECT NO.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FUTURE
STREETSCAPE										
301	Alicia Parkway Median Islands Landscape Rehabilitation	IV- 50	\$ 985,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	985,000
305	La Paz Median Islands	IV- 52	3,890,000	-	-	-	-	-	-	3,890,000
307	Entry Monuments	IV- 54	500,000	-	-	-	-	-	-	500,000
312	Paseo de Valencia Median Island Rehabilitation	IV- 56	3,375,000	-	-	-	-	-	-	3,375,000
314	Paseo de Valencia Median Islands	IV- 58	1,425,000	-	-	-	-	-	-	1,425,000
315	Rehabilitation of Oso Median Islands	IV- 60	2,450,000	-	-	-	-	-	-	2,450,000
319	Alicia Parkway South Side Slope	IV- 62	1,150,000	-	-	-	-	-	-	1,150,000
321	Paseo de Valencia East Side Slope	IV- 64	825,000	-	-	-	-	-	-	825,000
322	Rehabilitation of Moulton Median Island	IV- 66	1,650,000	-	-	-	-	-	-	1,650,000
323	Rehabilitation of Laguna Hills Drive Median Island	IV- 68	675,000	-	-	-	-	-	-	675,000
324	Rehabilitation of La Paz Median Island	IV- 70	525,000	-	-	-	-	-	-	525,000
325	Ridge Route Median Islands - Santa Vittoria to Moulton Pkwy	IV- 72	1,175,000	-	-	-	-	-	-	1,175,000
326	Laguna Hills Drive Median Islands	IV- 74	540,000	-	-	-	540,000	-	-	-
330	Alicia Pkwy & Paseo de Valencia Street Tree Program	IV- 76	525,000	-	-	-	-	-	-	525,000
331	Synthetic Landscape Turf Median Islands	IV- 78	815,000	-	-	-	-	-	-	815,000
332	I-5 Fwy/North Aliso Creek Soundwall North	IV- 80	1,725,000	-	-	-	-	-	-	1,725,000
333	Ridge Route Medians - Moulton Pkwy to Avenida de la Carlota	IV- 82	1,700,000	-	-	-	-	-	-	1,700,000
334	Aliso Hills Drive North Down Slope	IV- 84	825,000	-	-	-	-	-	-	825,000
335	La Paz Road South Side Slope Renovation	IV- 86	3,200,000	-	-	-	-	-	-	3,200,000
336	Palermo and Taranto Slope Renovation	IV- 88	200,000	-	-	-	-	-	-	200,000
337	San Remo Drive Slope Renovation	IV- 90	600,000	-	-	-	-	-	-	600,000
338	Paseo De Valencia East and West Parkway Renovation	IV- 92	1,200,000	-	-	-	-	-	-	1,200,000
339	Paseo de Valencia Southwest Parkway Renovation	IV- 94	500,000	-	-	-	-	-	-	500,000
340	Nottingham Ct Entry Median Island	IV- 96	70,000	-	-	-	-	-	-	70,000
	Sub-Total		\$ 30,525,000	\$ -	\$ -	\$ -	\$ 540,000	\$ -	\$ -	\$ 29,985,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FUTURE
FLOOD CONTROL & WATER QUALITY										
403	Storm Drain/Slope Repairs	IV- 99	\$ 100,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -
406	F23 Canada Channel (Veeh Park)	IV- 101	750,000	-	-	-	-	-	-	750,000
407	Aliso Creek Watershed	IV- 103	500,000	-	-	-	-	-	-	500,000
410	NPDES / Water Quality Program	IV- 105	1,185,000	185,000	190,000	200,000	200,000	205,000	205,000	-
411	Largo Storm Drain Improvements (secondary outlet)	IV- 107	300,000	-	-	-	-	-	-	300,000
412	Water Quality (2) Improvements	IV- 109	350,000	70,000	70,000	70,000	70,000	70,000	-	-
413	Oso Parkway Wetlands	IV- 111	450,000	-	-	-	-	-	-	450,000
Sub-Total			\$ 3,635,000	\$ 255,000	\$ 310,000	\$ 270,000	\$ 320,000	\$ 275,000	\$ 205,000	\$ 2,000,000
PARKS										
234	Aliso Hills Park	IV- 114	\$ 2,775,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,775,000
237	Sheep Hills Park	IV- 116	1,750,000	-	-	-	-	-	-	1,750,000
238	Community Center and Sports Complex Field Renovations	IV- 118	650,000	-	200,000	-	225,000	-	225,000	-
239b	Renovation of Stockport Park Playground	IV- 120	300,000	300,000	-	-	-	-	-	-
240	Softball Field Improvements - Community Center/Sports Complex	IV- 122	200,000	-	200,000	-	-	-	-	-
241	General Park Renovations	IV- 124	800,000	175,000	-	200,000	-	200,000	-	225,000
Sub-Total			\$ 6,475,000	\$ 475,000	\$ 400,000	\$ 200,000	\$ 225,000	\$ 200,000	\$ 225,000	\$ 4,750,000
PUBLIC FACILITIES										
506	Skate Facility Enhancements	IV- 127	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
508	Equipment & Supply Storage Building	IV- 129	525,000	-	-	-	-	-	-	525,000
510	Public Art Program - Civic Center	IV- 131	200,000	-	-	-	-	-	-	200,000
512	Roller Hockey Roof Structure	IV- 133	1,000,000	-	-	-	-	-	-	1,000,000
513	Community Center Renovation	IV- 135	1,271,000	100,000	50,000	-	100,000	1,021,000	-	-
514	Sports Complex Renovations	IV- 137	893,000	402,000	-	-	322,000	169,000	-	-
515	Community Center and Sports Complex Energy Efficient Field Lights	IV- 139	175,000	-	-	-	-	-	-	175,000
Sub-Total			\$ 4,364,000	\$ 502,000	\$ 50,000	\$ -	\$ 422,000	\$ 1,190,000	\$ -	\$ 2,200,000

6/25/2013 ITEM NO. 5.4.1

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT NO.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FUTURE
	TRAILS AND OPEN SPACE									
601	Trails Master Plan - Other Projects	IV- 142	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,000,000
606	Trail Head Plazas	IV- 144	1,200,000	-	-	-	-	-	-	1,200,000
607	Aliso Hills Channel Pedestrian Crossing JO5PO3	IV- 146	315,000	-	-	-	-	-	-	315,000
608	Multi-use Trail - Alicia to La Paz	IV- 148	4,200,000	-	-	-	-	-	-	4,200,000
609	Multi-use Trail - Community Center to Indian Hill	IV- 150	600,000	-	-	600,000	-	-	-	-
610	Loop Trails in Alicia Open Space	IV- 152	400,000	-	-	-	-	-	-	400,000
611	La Paz Multi-use Trail - Alameda to Paseo de Valencia	IV- 154	1,675,000	-	-	-	-	-	-	1,675,000
612	Alicia Pedestrian Bridge at Trail	IV- 156	1,000,000	-	-	-	-	-	-	1,000,000
613	Trail along SJHTC	IV- 158	300,000	-	-	-	-	-	-	300,000
614	Alicia Open Space Landscaping	IV- 160	11,000,000	-	-	-	-	-	-	11,000,000
615	La Paz Open Space Riparian Habitat- Alameda to Paseo de Valencia	IV- 162	6,100,000	1,200,000	-	-	-	-	-	4,900,000
616	Aliso Hills Area Open Space	IV- 164	4,700,000	-	-	-	-	-	-	4,700,000
617	Oso Parkway Open Space Landscape	IV- 166	8,600,000	-	-	-	-	-	-	8,600,000
618	Ridge Route Open Space	IV- 168	800,000	-	-	-	-	-	-	800,000
619	Slope Renovation South of Aliso Creek	IV- 170	600,000	-	-	-	-	-	-	600,000
620	Miscellaneous Landscape Renovations - Various Areas	IV- 172	1,750,000	-	-	-	-	-	-	1,750,000
621	Recycled Water Conversions	IV- 174	1,050,000	-	-	-	-	-	-	1,050,000
	Sub-Total		\$ 47,290,000	\$ 1,200,000	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ 45,490,000
	Grand Total		\$ 122,949,000	\$ 3,812,000	\$ 2,810,000	\$ 3,995,000	\$ 3,697,000	\$ 1,665,000	\$ 2,330,000	\$ 104,640,000

CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM

FUNDING SOURCES

FUNDING SOURCE	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FUTURE	TOTAL
General Fund	\$ 1,904,000	\$ 240,000	\$ 975,000	\$ 779,000	\$ 205,000	\$ 430,000	\$ -	\$ 4,533,000
Gas Tax	-	2,000,000	-	1,800,000	-	1,900,000	-	5,700,000
Measure M2 Local Fair Share	343,000	-	-	-	-	-	-	343,000
Measure M2 Competitive	70,000	70,000	2,132,500	70,000	70,000	-	-	2,412,500
CARITS	100,000	-	687,500	-	-	-	-	787,500
Capital Reserve	-	50,000	-	188,000	1,190,000	-	-	1,428,000
Other -								
<i>Quimby Act Fees</i>	<i>977,000</i>	<i>\$ 450,000</i>	<i>\$ 200,000</i>	<i>\$ 509,000</i>	<i>\$ 200,000</i>	<i>\$</i>	<i>\$ 225,000</i>	<i>\$ 2,561,000</i>
<i>Prop 1B (SLPP)</i>	<i>343,000</i>							<i>343,000</i>
<i>City of Lake Forest</i>	<i>75,000</i>							<i>75,000</i>
<i>HSIP</i>				<i>351,000</i>				<i>351,000</i>
<i>Public Art Fees</i>							<i>200,000</i>	<i>200,000</i>
Sub-total - Other	<u>\$ 1,395,000</u>	<u>\$ 450,000</u>	<u>\$ 200,000</u>	<u>\$ 860,000</u>	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 425,000</u>	<u>\$ 3,530,000</u>
Unfunded	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	104,215,000	104,215,000
GRAND TOTAL	<u><u>\$ 3,812,000</u></u>	<u><u>\$ 2,810,000</u></u>	<u><u>\$ 3,995,000</u></u>	<u><u>\$ 3,697,000</u></u>	<u><u>\$ 1,665,000</u></u>	<u><u>\$ 2,330,000</u></u>	<u><u>\$ 104,640,000</u></u>	<u><u>\$ 122,949,000</u></u>

CITY OF LAGUNA HILLS
YEAR FISCAL 2013/14
SOURCES OF FUNDS
CAPITAL PROGRAM

PROJECT NO.	PROJECT	FISCAL YEAR 2013/14	GENERAL FUND	GAS TAX	MEASURE M (Fairshare & Competitive)	CARITS	OTHER
STREET, SIGNALS AND LIGHTING (100)							
168	Traffic Signal Improvements/Coordination Projects	100,000	-	-	-	100,000	-
172/179	Ridge Route Drive (Ave Carlota to Moulton) AND El Toro Road (ECL to WCL) Pavement Rehabilitation	1,280,000	519,000	-	343,000	-	418,000
	Sub-Total	\$ 1,380,000	\$ 519,000	\$ -	\$ 343,000	\$ 100,000	\$ 418,000
FLOOD CONTROL & WATER QUALITY (400)							
410	NPDES / Water Quality Program	185,000	185,000	-	-	-	-
412	Water Quality (2) Improvements	70,000	-	-	70,000	\$ -	-
	Sub-Total	\$ 255,000	\$ 185,000	\$ -	\$ 70,000	\$ -	\$ -
PARKS (200)							
239b	Renovation of Stockport Park Playground	300,000	-	-	-	\$ -	300,000
241	General Park Renovations	175,000	-	-	-	-	175,000
	Sub-Total	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ 475,000
PUBLIC FACILITIES (500)							
513	Community Center Renovation	100,000	-	\$ -	\$ -	\$ -	\$ 100,000
514	Sports Complex Renovations	\$ 402,000	\$ -	-	\$ -	\$ -	\$ 402,000
	Sub-Total	\$ 502,000	\$ -	\$ -	\$ -	\$ -	\$ 502,000
TRAILS AND OPEN SPACE (600)							
615	La Paz Open Space Riparian Habitat- Alameda to Paseo de Valencia	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -
	Sub-Total	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -
	Grand Total	\$ 3,812,000	\$ 1,904,000	\$ -	\$ 413,000	\$ 100,000	\$ 1,395,000

**CITY OF LAGUNA HILLS
FISCAL YEAR 2014/15
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT NO.	PROJECT	FISCAL YEAR 2014/15	GENERAL FUND	GAS TAX	MEASURE M (Fairshare & Competitive)	CARITS	CAPITAL RESERVE FUND	OTHER
STREET, SIGNALS AND LIGHTING (100)								
101	Annual Street Maintenance	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -	-	\$ -	\$ -
189	Bridge Seal Coat - Laguna Hills Drive at Aliso Creek	50,000	50,000	-	-	-	-	-
	Sub-Total	\$ 2,050,000	\$ 50,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -
FLOOD CONTROL & WATER QUALITY (400)								
403	Storm Drain/Slope Repairs	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
410	NPDES / Water Quality Program	190,000	190,000	-	-	-	-	-
412	Water Quality (2) Improvements	70,000	-	-	70,000	-	-	-
	Sub-Total	\$ 310,000	\$ 190,000	\$ -	\$ 70,000	\$ -	\$ 50,000	\$ -
PARKS (200)								
238	Community Center and Sports Complex Field Renovations	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
240	Softball Field Improvements - Community Center/Sports Complex	200,000	-	-	-	-	-	200,000
	Sub-Total	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
PUBLIC FACILITIES (500)								
513	Community Center Renovation	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	Sub-Total	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	Grand Total	\$ 2,810,000	\$ 240,000	\$ 2,000,000	\$ 70,000	\$ -	\$ 50,000	\$ 450,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Annual Street Maintenance

Project No.: 101



Description: The Annual Street Maintenance Program provides funding for pavement maintenance and resurfacing of all of the City's streets on a six-year return cycle. For budget and cost efficiency, one-third of the City streets are maintained as a single project every two years. The maintenance of these streets is based upon the Pavement Management Plan that is updated every two years with the last update of arterial highways and collector streets being performed in June 2012. Given the age of the City's streets, the program has transitioned from a seal coat to an overlay program. An overlay program is much more costly than a seal coat program but must be performed to preserve the pavement structure on a return cycle of 20 to 30 years depending upon the street type and usage. The next project will complete an overlay program for streets needing this maintenance within Zones A & D and start the overlay program in Zones C & E.

Purpose / Justification: The Annual Street Maintenance Program is performed to repair and rejuvenate the surfacing of the street infrastructure. Pavement surfaces deteriorate over time and will experience accelerated maintenance costs if preventive maintenance is not performed on an approximate six to ten year cycle basis.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The Annual Street Maintenance Program allows the City to keep its street maintenance operations at a low recurring cost for pavement repairs.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Individual projects are scheduled for the spring of the fiscal year budgeted. The schedule for the maintenance is as follows:

<u>YEAR</u>	<u>ZONE</u>
2014-2015	Completion of Zones A & D and start Zones C & E
2016-2017	Complete Zones C & E
2018-2019	Zone B & F

Project Name: Annual Street Maintenance
Project Number: 101

Site Map



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design		25,000		25,000		25,000		75,000
Admin/Inspection		75,000		75,000		75,000		225,000
Land Acquisition								-
Construction		1,900,000		1,700,000		1,800,000		5,400,000
Equipment								-
Total Cost	-	2,000,000	-	1,800,000		1,900,000	-	5,700,000
Project Funding:								
General Fund								-
Gas Tax		2,000,000		1,800,000		1,900,000		5,700,000
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds								-
STIP Federal Grant								-
Other								-
Other								-
Unfunded								-
Total Funding	-	2,000,000	-	1,800,000	-	1,900,000	-	5,700,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Traffic Signal Improvements/Coordination Projects

Project No.: 168



Description: This project will interconnect traffic signals, provide for timing/coordination plans, synchronize traffic signals and connect individual locations to a central control. The Renewed Measure M provides an opportunity to fund updates to existing interconnected traffic signal corridors and improvements to new ones on a three year return basis. The arterial highways that currently include traffic signal synchronization are Oso Parkway, La Paz Road, Alicia Parkway, El Toro Road, Paseo de Valencia and Moulton Parkway.

Projects in process to update or install new signal synchronization include the streets of Paseo de Valencia, Lake Forest Drive, Los Alisos Boulevard and Oso Parkway.

Purpose / Justification: Traffic flow improvements and technology upgrades.

Other Agencies Involved: Adjacent jurisdictions on a case by case basis and oversight by the Orange County Transportation Authority (OCTA) based upon the allocation of Renewed Measure M funds.

Outside Agencies/Entities Clearance or Coordination Needs: Coordination with adjacent agencies, Caltrans and OCTA.

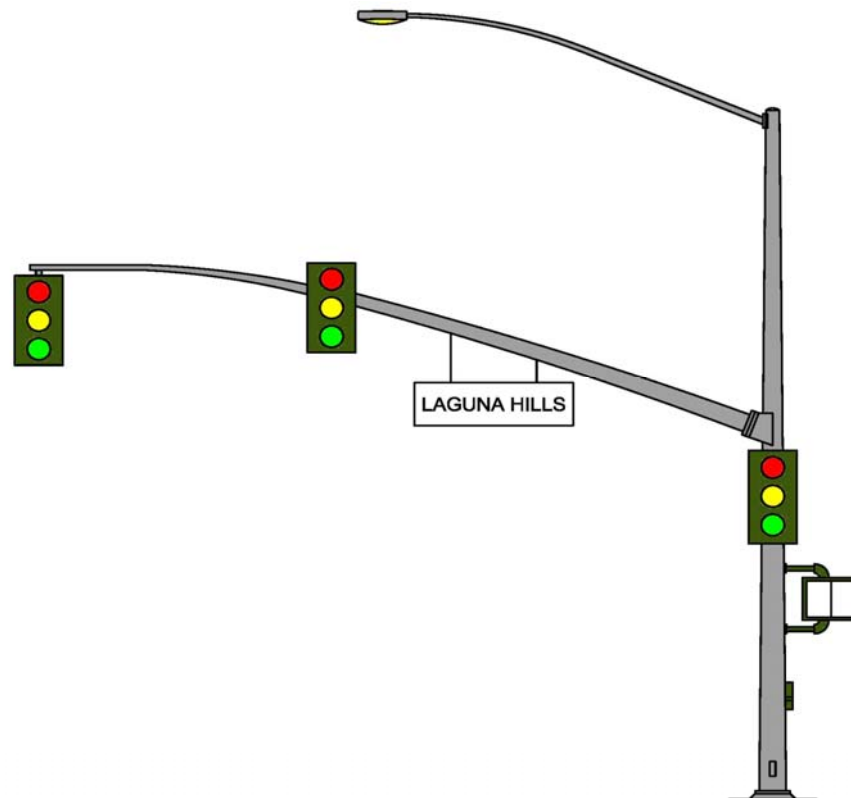
Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Projects in process will be implemented in FY 2014-15.

Project Name: Traffic Signal Improvements/Coordination Projects
Project Number: 168

Site Map



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design							50,000	50,000
Admin/Inspection	10,000						50,000	60,000
Land Acquisition								-
Construction	90,000						250,000	340,000
Equipment								-
Total Cost	100,000	-	-	-	-	-	350,000	450,000
Project Funding:								
General Fund								-
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS	100,000							100,000
Capital Reserve Funds								-
STIP Federal Grant								-
Other								-
Other								-
Unfunded							350,000	350,000
Total Funding	100,000	-	-	-	-	-	350,000	450,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Ridge Route Drive and El Toro Road Pavement Rehabilitation

Project No.: 172/179



Description: Pavement rehabilitation of Ridge Route Drive from Avenida de la Carlota to Moulton Parkway and pavement rehabilitation of El Toro Road from West City Limits to East City Limits to include pavement removals/rehabilitation, curb and gutter repairs, access ramp construction, asphalt concrete overlay, striping and traffic loops. These projects have been combined due to the funding sources. The project is in design.

Purpose / Justification: Pavement maintenance.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: Coordination for a portion of the work will be needed with the City of Laguna Woods and with the City of Lake Forest.

Operating Budget Impact: A net short term reduction of pavement maintenance should result from this project as the pavement life is extended through this project.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Construction in FY 2013/14.

Project Name: Ridge Route Drive (Ave Carlota to Moulton) AND El Toro Road (ECL to WCL) Pavement Rehabilitation
Project Number: 172/179

Site Map



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection	100,000							100,000
Land Acquisition								-
Construction	1,180,000							1,180,000
Equipment								-
Total Cost	1,280,000	-	-	-	-	-	-	1,280,000
Project Funding:								
General Fund	519,000							519,000
Gas Tax								-
Measure M2 - Local Fair Share	343,000							343,000
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds								-
STIP Federal Grant								-
Other - Prop 1B (SLPP)	343,000							343,000
Other - City of Lake Forest	75,000							75,000
Unfunded								-

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Bridge Seal Coat – Laguna Hills Drive at Aliso Creek

Project No.: 189



Description: Sealing of bridge deck with Methylcrylate to fill cracks in the concrete surface to reduce water intrusion to rebar and to rehabilitate the bridge joints as recommended by a Caltrans Bridge Inspection Report.

Purpose / Justification: Maintenance for structure longevity

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: FY 2014-15

Project Name: Bridge Seal Coat - Laguna Hills Drive at Aliso Creek
Project Number: 189

Site Map



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction		50,000						50,000
Equipment								-
Total Cost	-	50,000	-	-	-	-	-	50,000
Project Funding:								
General Fund		50,000						50,000
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds								-
STIP Federal Grant								-
Other - FCPP								-
Other								-
Unfunded								-

City of Laguna Hills Capital Improvement Project

Program: Flood Control and Water Quality

Project Name: Storm Drain / Slope Repairs

Project No.: 403



Description: Stand-by funding for drainage or slope repair projects resulting from storm events causing unexpected infrastructure impacts.

Purpose / Justification: To provide a funding source to resolve unexpected impacts to the City's storm drain system or slope areas.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: As needed

Project Name: Storm Drain/Slope Repairs
Project Number: 403

[Site Map](#)



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction		50,000		50,000				100,000
Equipment								-
Total Cost	-	50,000	-	50,000	-	-	-	100,000
Project Funding:								
General Fund								-
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds		50,000		50,000				100,000
STIP Federal Grant								-
Other								-
Other								-
Unfunded								-
Total Funding	-	50,000	-	50,000	-	-	-	100,000

City of Laguna Hills Capital Improvement Project

Program: Flood Control and Water Quality

Project Name: NPDES / Water Quality Program

Project No.: 410



Description: Implement a variety of water quality improvement initiatives in accordance with the requirements of the NPDES permits with the Santa Ana and the San Diego Regional Water Quality Control Boards in cooperation with, and as a co-permittee with, the County of Orange.

Purpose / Justification: Regulatory requirements and environmental enhancements to reduce pollutants within water runoff reaching the storm drain systems.

Other Agencies Involved: County of Orange

Outside Agencies/Entities Clearance or Coordination Needs: The work is to meet the standards of the NPDES permits.

Operating Budget Impact: Water Quality projects may increase operating maintenance costs on a per project basis. Additional staff time will be expended to meet the requirements of the NPDES permits.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Ongoing

Project Name: NPDES / Water Quality Program
Project Number: 410

[Site Map](#)



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection	185,000	190,000	200,000	200,000	205,000	205,000		1,185,000
Land Acquisition								-
Construction								-
Equipment								-
Total Cost	185,000	190,000	200,000	200,000	205,000	205,000	-	1,185,000
Project Funding:								
General Fund	185,000	190,000	200,000	200,000	205,000	205,000		1,185,000
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds								-
STIP Federal Grant								-
Other								-
Other								-
Unfunded								-

City of Laguna Hills Capital Improvement Project

Program: Flood Control and Water Quality

Project Name: Water Quality (2) Improvements

Project No.: 412



Description: Install screens over the inlets of catch basin at approximately 600 locations throughout the City to reduce the influx of litter, leaves and soil into the storm drain system. The screens, operating on a pulley system, open up during storm events to allow for the collection of drainage. At other times of the year, the debris collects in front of the catch basins and is removed with street sweeping activities.

Purpose / Justification: Improve pollution prevention and water quality by reducing the collection of leaves, litter and dirt in the catch basins and storm drain systems.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: OCTA through the environmental funding provided in Renewed Measure M.

Operating Budget Impact: Minor maintenance costs.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Subject to funding availability through Renewed Measure M.

Project Name: Water Quality (2) Improvements
Project Number: 412

[Site Map](#)



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection	5,000	5,000	5,000	5,000	5,000			25,000
Land Acquisition								-
Construction	65,000	65,000	65,000	65,000	65,000			325,000
Equipment								-
Total Cost	70,000	70,000	70,000	70,000	70,000	-	-	350,000
Project Funding:								
General Fund								-
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive	70,000	70,000	70,000	70,000	70,000			350,000
CARITS								-
Capital Reserve Funds								-
STIP Federal Grant								-
Other - Proposition 50								-
Other								-
Unfunded								-
Total Funding	70,000	70,000	70,000	70,000	70,000	-	-	350,000

City of Laguna Hills Capital Improvement Project

Program: Parks

Project Name: Community Center and Sports Complex Field Renovations

Project No.: 238



Description: This project provides for the replacement of sports turf at the Community Center and Sports Complex every other year, primarily upon the two soccer fields, and as needed irrigation and drainage modifications/reconstruction.

Purpose / Justification: Safety improvements and playability improvements for the sports fields.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Summer of 2014, 2016, & 2018

Project Name: Community Center and Sports Complex Field Renovations
Project Number: 238

Site Map



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction		200,000		225,000		225,000		650,000
Equipment								-
Total Cost	-	200,000	-	225,000	-	225,000	-	650,000
Project Funding:								
General Fund						225,000		225,000
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds								-
STIP Federal Grant								-
Other (HCD)								-
Other - Quimby		200,000		225,000				425,000
Unfunded								-
Total Funding	-	200,000	-	225,000	-	225,000	-	650,000

City of Laguna Hills Capital Improvement Project

Program: Parks

Project Name: Renovation of Stockport Park Playground

Project No.: 239b



Description: Renovation of the existing playground at Stockport Park to include the replacement of the playground surfacing, updates to the play equipment and minor site amenities and fencing and re-landscaping of the easterly slope.

Purpose / Justification: Update the play equipment for enhanced recreational value, improve the safety of the playground and protect the easterly slope from potential erosion.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Non

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: FY 2013-14

Project Name: Renovation of Stockport Park Playground
Project Number: 239b

Site Map



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection	25,000							25,000
Land Acquisition								-
Construction	250,000							250,000
Equipment	25,000							25,000
Total Cost	300,000	-	-	-	-	-	-	300,000
Project Funding:								
General Fund								-
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds								-
STIP Federal Grant								-
Other								-
Other - Quimby	300,000							300,000
Unfunded								-
Total Funding	300,000	-	-	-	-	-	-	300,000

City of Laguna Hills Capital Improvement Project

Program: Parks

Project Name: Community Center and Sports Complex Softball Field Improvements

Project No.: 240



Description: Improvements to the softball field to enhance maintenance operations, player enjoyment and spectator safety. Additions of an infield irrigation system, hooded backstop/extended foul ball screens, and pads onto the outfield wall.

Purpose / Justification: Enhance the recreational value of this field

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The infield irrigations system should reduce the staff time necessary to prepare the fields for daily use.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: FY 2014-2015

Project Name: Softball Field Improvements - Community Center/Sports Complex
Project Number: 240

Site Map



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design		25,000						25,000
Admin/Inspection		15,000						15,000
Land Acquisition								-
Construction		160,000						160,000
Equipment								-
Total Cost	-	200,000	-	-	-	-	-	200,000
Project Funding:								
General Fund								-
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds								-
STIP Federal Grant								-
Other - Quimby		200,000						200,000
Other								-
Unfunded								-
Total Funding	-	200,000	-	-	-	-	-	200,000

City of Laguna Hills Capital Improvement Project

Program: Parks
Project Name: General Park Renovations
Project No.: 241



Description: Renovation of existing park and playground improvements throughout the City's local park system to include the replacement of worn out site amenities such as benches, tables, and drinking fountains along with minor playground improvements to update worn equipment and surfacing.

Projected estimates of needs over the next ten years, by park, are as follows:

Beckenham Park	\$ 75,000
Cabot Park	\$175,000
Clarington Park	\$125,000
Costeau Park	\$ 25,000
El Conejo Park	\$ 75,000
Knotty Pine Park	\$ 75,000
Mackenzie Park	\$ 60,000
Mandeville Park	\$ 25,000
Mendocino Park	\$150,000
San Remo park	\$ 80,000
Santa Vittoria Park	\$250,000
Veesh Ranch Park	\$125,000

Purpose / Justification: Update the park amenities and infrastructure for enhanced recreational value, safety and capital reinvestment on a recurring and rotating basis with funding every two years.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Reduce unscheduled maintenance of park amenities.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: FY 2013-2014, FY 2015-2016 and FY 2017-2018

Project Name: General Park Renovations
Project Number: 241

[Site Map](#)



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design	15,000		15,000		15,000		15,000	60,000
Admin/Inspection	10,000		10,000		10,000		10,000	40,000
Land Acquisition								-
Construction	150,000		175,000		175,000		200,000	700,000
Equipment								-
Total Cost	175,000	-	200,000	-	200,000	-	225,000	800,000
Project Funding:								
General Fund								-
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds								-
STIP Federal Grant								-
Other - Quimby	175,000		200,000		200,000		225,000	800,000
Other								-
Unfunded								-
Total Funding	175,000	-	200,000	-	200,000	-	225,000	800,000

City of Laguna Hills Capital Improvement Project

Program: Public Facilities
Project Name: Community Center Renovations
Project No.: 513



Description: This project provides for various scheduled maintenance and equipment replacement at the Community Center building.

Purpose / Justification: Specified renovations to the interior of the Community Center are based on recommendations made by a reserve analysis carried out on the Community Center.

FY 2013-14
Security Upgrades
Audio/Visual Equip - \$ 100,000

FY 2014-15
Elevator Cab Refurbish
HVAC, Ventilation Fans - \$ 50,000

FY 2016-17
HVAC Package Units - \$ 100,000

FY 2017-18
Kitchen Equipment
Window coverings
Roofs - \$1,021,000

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Costs will be paid from Capital Reserve Fund.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: As scheduled per the budget detail.

Project Name: Community Center Renovation
Project Number: 513

[Site Map](#)



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction/Maintenance	100,000	50,000		100,000	1,021,000			1,271,000
Equipment								-
Total Cost	100,000	50,000	-	100,000	1,021,000	-	-	1,271,000
Project Funding:								
General Fund								-
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds					1,021,000			1,021,000
STIP Federal Grant								-
Other - Quimby	100,000	50,000		100,000				250,000
Other								-
Unfunded								-
Total Funding	100,000	50,000	-	100,000	1,021,000	-	-	1,271,000

City of Laguna Hills Capital Improvement Project

Program: Public Facilities
Project Name: Sports Complex Renovations
Project No.: 514



Description: This project provides for various scheduled maintenance and equipment replacement at the Community Center Sports Complex.

Purpose / Justification: Specified renovations to Sports Complex are based on recommendations made by a reserve analysis to replace aging infrastructure in a timely manner.

FY 2013-14		
Exterior Painting	-	\$ 127,000
Parking Lots	-	\$ 21,000
Play Structures	-	\$ 202,000
Shade Sails	-	<u>\$ 52,000</u>
		\$ 402,000

FY 2016-17		
Fencing	-	\$ 94,000
Park Furnishings	-	\$ 158,000
Railing-Roller Hockey	-	<u>\$ 70,000</u>
		\$ 322,000

FY 2017-18		
Parking lot	-	\$169,000

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Costs will be paid from Capital Reserve Fund.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: As scheduled per the budget detail.

Project Name: Sports Complex Renovations

Project Number: 514

Site Map



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction/Maintenance	402,000			322,000	169,000			893,000
Equipment								-
Total Cost	402,000	-	-	322,000	169,000	-	-	893,000
Project Funding:								
General Fund								-
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds				138,000	169,000			307,000
STIP Federal Grant								-
Other - Quimby	402,000			184,000				586,000
Other								-
Unfunded								-
Total Funding	402,000	-	-	322,000	169,000	-	-	893,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space
Project Name: La Paz Open Space Riparian Habitat
Project No.: 615



Description: Open space landscape renovation throughout the La Paz Open Space from Moulton Parkway to Paseo de Valencia per the Open Space and Trails Master Plan. Area of 36 acres. A first phase project is in design for about nine acres westerly of Alameda Avenue and is planned for construction in FY 2013-14.

Purpose / Justification: Convert low value weed and obnoxious plant materials to high value upland and riparian habitats.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Reduce annual weed abatement program by an estimated \$10,000. Annual landscape maintenance costs of \$45,000 and utility cost of \$40,000.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: First phase construction in FY 2013/14. The balance of the improvements would be a future project.

Project Name: La Paz Open Space Riparian Habitat - Alameda Avenue to Paseo de Valencia
Project Number: 615

Site Map



Project Costs and Project Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	Total
Project Costs:								
Planning/Design							200,000	200,000
Admin/Inspection	75,000						200,000	275,000
Land Acquisition								-
Construction	1,125,000						4,500,000	5,625,000
Equipment								-
Total Cost	1,200,000	-	-	-	-	-	4,900,000	6,100,000
Project Funding:								
General Fund	1,200,000							1,200,000
Gas Tax								-
Measure M2 - Local Fair Share								-
Measure M2 - Competitive								-
CARITS								-
Capital Reserve Funds								-
STIP Federal Grant								-
Other								-
Other								-
Unfunded							4,900,000	4,900,000
Total Funding	1,200,000	-	-	-	-	-	4,900,000	6,100,000

RESOLUTION NO. PA2013-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, MAKING A FINDING OF GENERAL PLAN CONSISTENCY FOR THE FISCAL YEAR 2013/2014 AND FISCAL YEAR 2014/2015 PROJECTS OF THE SIX-YEAR CAPITAL IMPROVEMENT PROGRAM.

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

WHEREAS, on December 20, 1991, the City of Laguna Hills incorporated;
and

WHEREAS, on July 14, 2009, the City of Laguna Hills adopted the Laguna Hills General Plan; and

WHEREAS, California Government Code Section 65401 requires that the City's planning agency review a comprehensive list of proposed capital improvement projects for the ensuing Fiscal Years 2013/2014 and 2014/2015, and report as to conformity of that plan with the adopted General Plan; and

WHEREAS, the City Engineer has reviewed each project included in Fiscal Year 2013/2014 and Fiscal Year 2014/2015 of the Six Year Capital Improvement Program and recommends that each of said projects is consistent with the City's adopted General Plan.

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

SECTION 1. Each of the projects included in Exhibit A, attached hereto and incorporated herein by reference, is consistent with the City's General Plan based on the information and findings set forth on Exhibit B, attached hereto and incorporated by reference.

SECTION 2. The Planning Agency finds that this action is exempt from the California Environmental Quality Act (CEQA). This General Plan conformity determination does not constitute "approval" of any of the listed projects, and for that reason, this action is exempt from the requirements of CEQA. All projects listed in the CIP will be reviewed individually pursuant to the requirements of CEQA, and the Agency's review for General Plan consistency does not commit the City to any one of the listed projects. In addition, the CEQA guidelines section 15378, specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

PASSED, APPROVED, AND ADOPTED this 25 day of June 2013.

BARBARA KOGERMAN, CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
PA2013-_____ adopted by the Planning Agency of the City of Laguna
Hills, California, at a Regular Meeting thereof held on the 25 day of June 2013, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FUTURE
STREET, SIGNALS AND LIGHTING										
101	Annual Street Maintenance	IV- 9	\$ 5,700,000	\$ -	\$ 2,000,000	\$ -	\$ 1,800,000	\$ -	\$ 1,900,000	\$ -
112	Traffic Signals	IV- 11	250,000	-	-	-	-	-	-	250,000
139	Cabot Widening - La Paz to Paseo de Valencia	IV- 13	3,150,000	-	-	-	-	-	-	3,150,000
145	Paseo de Valencia Widening	IV- 15	7,850,000	-	-	2,750,000	-	-	-	5,100,000
168	Traffic Signal Improvements/Coordination Projects	IV- 17	450,000	100,000	-	-	-	-	-	350,000
170	Access Ramp Construction	IV- 19	1,875,000	-	-	-	-	-	-	1,875,000
171	La Paz Road Sidewalk Widening	IV- 21	565,000	-	-	175,000	390,000	-	-	-
172/ 179	Ridge Route Drive (Ave Carlota to Moulton) AND El Toro Road (ECL to WCL) Pavement Rehabilitation	IV- 23	1,280,000	1,280,000	-	-	-	-	-	-
175	Los Alisos Blvd. Pavement Rehabilitation (ECL to Paseo de Valencia)	IV- 25	600,000	-	-	-	-	-	-	600,000
176	Paseo de Valencia Pavement Rehabilitation (La Paz To Cabot)	IV- 27	575,000	-	-	-	-	-	-	575,000
178	South Moulton Pavement Rehabilitation (VIA Lomas to SCL)	IV- 29	1,200,000	-	-	-	-	-	-	1,200,000
181	Oso Parkway Pavement Rehabilitation (Cabot to WCL)	IV- 31	1,750,000	-	-	-	-	-	-	1,750,000
182	Lake Forest Drive Pavement Rehabilitation (ECL to WCL)	IV- 33	1,200,000	-	-	-	-	-	-	1,200,000
183	Avenida Carlota Pavement Rehabilitation (El Toro Rd to Los Alisos Blvd)	IV- 35	825,000	-	-	-	-	-	-	825,000
184	La Paz Road Widening (McIntyre to Cabot)	IV- 37	1,450,000	-	-	-	-	-	-	1,450,000
185	Replacement of Illuminated Street Name Signs at all Traffic Signal Locations	IV- 39	215,000	-	-	-	-	-	-	215,000
186	Streetlighting	IV- 41	50,000	-	-	-	-	-	-	50,000
187	Cabot Road Pavement Rehabilitation (South of Oso Parkway - two locations)	IV- 43	925,000	-	-	-	-	-	-	925,000
188	Ridge Route Pavement Rehabilitation - Moulton Parkway to Santa Vittoria Drive	IV- 45	700,000	-	-	-	-	-	-	700,000
189	Bridge Seal Coat - Laguna Hills Drive at Aliso Creek	IV- 47	50,000	-	50,000	-	-	-	-	-
Sub-Total			\$ 30,660,000	\$ 1,380,000	\$ 2,050,000	\$ 2,925,000	\$ 2,190,000	\$ -	\$ 1,900,000	\$ 20,215,000

6/25/2013 ITEM NO. 5.4.1

6/25/2013 ITEM NO. 5.4.1

CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY

PROJECT NO.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FUTURE
STREETSCAPE										
301	Alicia Parkway Median Islands Landscape Rehabilitation	IV- 50	\$ 985,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	985,000
305	La Paz Median Islands	IV- 52	3,890,000	-	-	-	-	-	-	3,890,000
307	Entry Monuments	IV- 54	500,000	-	-	-	-	-	-	500,000
312	Paseo de Valencia Median Island Rehabilitation	IV- 56	3,375,000	-	-	-	-	-	-	3,375,000
314	Paseo de Valencia Median Islands	IV- 58	1,425,000	-	-	-	-	-	-	1,425,000
315	Rehabilitation of Oso Median Islands	IV- 60	2,450,000	-	-	-	-	-	-	2,450,000
319	Alicia Parkway South Side Slope	IV- 62	1,150,000	-	-	-	-	-	-	1,150,000
321	Paseo de Valencia East Side Slope	IV- 64	825,000	-	-	-	-	-	-	825,000
322	Rehabilitation of Moulton Median Island	IV- 66	1,650,000	-	-	-	-	-	-	1,650,000
323	Rehabilitation of Laguna Hills Drive Median Island	IV- 68	675,000	-	-	-	-	-	-	675,000
324	Rehabilitation of La Paz Median Island	IV- 70	525,000	-	-	-	-	-	-	525,000
325	Ridge Route Median Islands - Santa Vittoria to Moulton Pkwy	IV- 72	1,175,000	-	-	-	-	-	-	1,175,000
326	Laguna Hills Drive Median Islands	IV- 74	540,000	-	-	-	540,000	-	-	-
330	Alicia Pkwy & Paseo de Valencia Street Tree Program	IV- 76	525,000	-	-	-	-	-	-	525,000
331	Synthetic Landscape Turf Median Islands	IV- 78	815,000	-	-	-	-	-	-	815,000
332	I-5 Fwy/North Aliso Creek Soundwall North	IV- 80	1,725,000	-	-	-	-	-	-	1,725,000
333	Ridge Route Medians - Moulton Pkwy to Avenida de la Carlota	IV- 82	1,700,000	-	-	-	-	-	-	1,700,000
334	Aliso Hills Drive North Down Slope	IV- 84	825,000	-	-	-	-	-	-	825,000
335	La Paz Road South Side Slope Renovation	IV- 86	3,200,000	-	-	-	-	-	-	3,200,000
336	Palermo and Taranto Slope Renovation	IV- 88	200,000	-	-	-	-	-	-	200,000
337	San Remo Drive Slope Renovation	IV- 90	600,000	-	-	-	-	-	-	600,000
338	Paseo De Valencia East and West Parkway Renovation	IV- 92	1,200,000	-	-	-	-	-	-	1,200,000
339	Paseo de Valencia Southwest Parkway Renovation	IV- 94	500,000	-	-	-	-	-	-	500,000
340	Nottingham Ct Entry Median Island	IV- 96	70,000	-	-	-	-	-	-	70,000
	Sub-Total		\$ 30,525,000	\$ -	\$ -	\$ -	\$ 540,000	\$ -	\$ -	\$ 29,985,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FUTURE
FLOOD CONTROL & WATER QUALITY										
403	Storm Drain/Slope Repairs	IV- 99	\$ 100,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -
406	F23 Canada Channel (Veeh Park)	IV- 101	750,000	-	-	-	-	-	-	750,000
407	Aliso Creek Watershed	IV- 103	500,000	-	-	-	-	-	-	500,000
410	NPDES / Water Quality Program	IV- 105	1,185,000	185,000	190,000	200,000	200,000	205,000	205,000	-
411	Largo Storm Drain Improvements (secondary outlet)	IV- 107	300,000	-	-	-	-	-	-	300,000
412	Water Quality (2) Improvements	IV- 109	350,000	70,000	70,000	70,000	70,000	70,000	-	-
413	Oso Parkway Wetlands	IV- 111	450,000	-	-	-	-	-	-	450,000
Sub-Total			\$ 3,635,000	\$ 255,000	\$ 310,000	\$ 270,000	\$ 320,000	\$ 275,000	\$ 205,000	\$ 2,000,000
PARKS										
234	Aliso Hills Park	IV- 114	\$ 2,775,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,775,000
237	Sheep Hills Park	IV- 116	1,750,000	-	-	-	-	-	-	1,750,000
238	Community Center and Sports Complex Field Renovations	IV- 118	650,000	-	200,000	-	225,000	-	225,000	-
239b	Renovation of Stockport Park Playground	IV- 120	300,000	300,000	-	-	-	-	-	-
240	Softball Field Improvements - Community Center/Sports Complex	IV- 122	200,000	-	200,000	-	-	-	-	-
241	General Park Renovations	IV- 124	800,000	175,000	-	200,000	-	200,000	-	225,000
Sub-Total			\$ 6,475,000	\$ 475,000	\$ 400,000	\$ 200,000	\$ 225,000	\$ 200,000	\$ 225,000	\$ 4,750,000
PUBLIC FACILITIES										
506	Skate Facility Enhancements	IV- 127	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
508	Equipment & Supply Storage Building	IV- 129	525,000	-	-	-	-	-	-	525,000
510	Public Art Program - Civic Center	IV- 131	200,000	-	-	-	-	-	-	200,000
512	Roller Hockey Roof Structure	IV- 133	1,000,000	-	-	-	-	-	-	1,000,000
513	Community Center Renovation	IV- 135	1,271,000	100,000	50,000	-	100,000	1,021,000	-	-
514	Sports Complex Renovations	IV- 137	893,000	402,000	-	-	322,000	169,000	-	-
515	Community Center and Sports Complex Energy Efficient Field Lights	IV- 139	175,000	-	-	-	-	-	-	175,000
Sub-Total			\$ 4,364,000	\$ 502,000	\$ 50,000	\$ -	\$ 422,000	\$ 1,190,000	\$ -	\$ 2,200,000

6/25/2013 ITEM NO. 5.4.1

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT NO.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FUTURE
	TRAILS AND OPEN SPACE									
601	Trails Master Plan - Other Projects	IV- 142	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,000,000
606	Trail Head Plazas	IV- 144	1,200,000	-	-	-	-	-	-	1,200,000
607	Aliso Hills Channel Pedestrian Crossing JO5PO3	IV- 146	315,000	-	-	-	-	-	-	315,000
608	Multi-use Trail - Alicia to La Paz	IV- 148	4,200,000	-	-	-	-	-	-	4,200,000
609	Multi-use Trail - Community Center to Indian Hill	IV- 150	600,000	-	-	600,000	-	-	-	-
610	Loop Trails in Alicia Open Space	IV- 152	400,000	-	-	-	-	-	-	400,000
611	La Paz Multi-use Trail - Alameda to Paseo de Valencia	IV- 154	1,675,000	-	-	-	-	-	-	1,675,000
612	Alicia Pedestrian Bridge at Trail	IV- 156	1,000,000	-	-	-	-	-	-	1,000,000
613	Trail along SJHTC	IV- 158	300,000	-	-	-	-	-	-	300,000
614	Alicia Open Space Landscaping	IV- 160	11,000,000	-	-	-	-	-	-	11,000,000
615	La Paz Open Space Riparian Habitat- Alameda to Paseo de Valencia	IV- 162	6,100,000	1,200,000	-	-	-	-	-	4,900,000
616	Aliso Hills Area Open Space	IV- 164	4,700,000	-	-	-	-	-	-	4,700,000
617	Oso Parkway Open Space Landscape	IV- 166	8,600,000	-	-	-	-	-	-	8,600,000
618	Ridge Route Open Space	IV- 168	800,000	-	-	-	-	-	-	800,000
619	Slope Renovation South of Aliso Creek	IV- 170	600,000	-	-	-	-	-	-	600,000
620	Miscellaneous Landscape Renovations - Various Areas	IV- 172	1,750,000	-	-	-	-	-	-	1,750,000
621	Recycled Water Conversions	IV- 174	1,050,000	-	-	-	-	-	-	1,050,000
	Sub-Total		\$ 47,290,000	\$ 1,200,000	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ 45,490,000
	Grand Total		\$ 122,949,000	\$ 3,812,000	\$ 2,810,000	\$ 3,995,000	\$ 3,697,000	\$ 1,665,000	\$ 2,330,000	\$ 104,640,000

CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM

FUNDING SOURCES

FUNDING SOURCE	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FUTURE	TOTAL
General Fund	\$ 1,904,000	\$ 240,000	\$ 975,000	\$ 779,000	\$ 205,000	\$ 430,000	\$ -	\$ 4,533,000
Gas Tax	-	2,000,000	-	1,800,000	-	1,900,000	-	5,700,000
Measure M2 Local Fair Share	343,000	-	-	-	-	-	-	343,000
Measure M2 Competitive	70,000	70,000	2,132,500	70,000	70,000	-	-	2,412,500
CARITS	100,000	-	687,500	-	-	-	-	787,500
Capital Reserve	-	50,000	-	188,000	1,190,000	-	-	1,428,000
Other -								
<i>Quimby Act Fees</i>	<i>977,000</i>	<i>\$ 450,000</i>	<i>\$ 200,000</i>	<i>\$ 509,000</i>	<i>\$ 200,000</i>	<i>\$</i>	<i>\$ 225,000</i>	<i>\$ 2,561,000</i>
<i>Prop 1B (SLPP)</i>	<i>343,000</i>							<i>343,000</i>
<i>City of Lake Forest</i>	<i>75,000</i>							<i>75,000</i>
<i>HSIP</i>				<i>351,000</i>				<i>351,000</i>
<i>Public Art Fees</i>							<i>200,000</i>	<i>200,000</i>
Sub-total - Other	<u>\$ 1,395,000</u>	<u>\$ 450,000</u>	<u>\$ 200,000</u>	<u>\$ 860,000</u>	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 425,000</u>	<u>\$ 3,530,000</u>
Unfunded	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	104,215,000	104,215,000
GRAND TOTAL	<u><u>\$ 3,812,000</u></u>	<u><u>\$ 2,810,000</u></u>	<u><u>\$ 3,995,000</u></u>	<u><u>\$ 3,697,000</u></u>	<u><u>\$ 1,665,000</u></u>	<u><u>\$ 2,330,000</u></u>	<u><u>\$ 104,640,000</u></u>	<u><u>\$ 122,949,000</u></u>

CITY OF LAGUNA HILLS
YEAR FISCAL 2013/14
SOURCES OF FUNDS
CAPITAL PROGRAM

PROJECT NO.	PROJECT	FISCAL YEAR 2013/14	GENERAL FUND	GAS TAX	MEASURE M (Fairshare & Competitive)	CARITS	OTHER
STREET, SIGNALS AND LIGHTING (100)							
168	Traffic Signal Improvements/Coordination Projects	100,000	-	-	-	100,000	-
172/179	Ridge Route Drive (Ave Carlota to Moulton) AND El Toro Road (ECL to WCL) Pavement Rehabilitation	1,280,000	519,000	-	343,000	-	418,000
	Sub-Total	\$ 1,380,000	\$ 519,000	\$ -	\$ 343,000	\$ 100,000	\$ 418,000
FLOOD CONTROL & WATER QUALITY (400)							
410	NPDES / Water Quality Program	185,000	185,000	-	-	-	-
412	Water Quality (2) Improvements	70,000	-	-	70,000	\$ -	-
	Sub-Total	\$ 255,000	\$ 185,000	\$ -	\$ 70,000	\$ -	\$ -
PARKS (200)							
239b	Renovation of Stockport Park Playground	300,000	-	-	-	\$ -	300,000
241	General Park Renovations	175,000	-	-	-	-	175,000
	Sub-Total	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ 475,000
PUBLIC FACILITIES (500)							
513	Community Center Renovation	100,000	-	\$ -	\$ -	\$ -	\$ 100,000
514	Sports Complex Renovations	\$ 402,000	\$ -	-	\$ -	\$ -	\$ 402,000
	Sub-Total	\$ 502,000	\$ -	\$ -	\$ -	\$ -	\$ 502,000
TRAILS AND OPEN SPACE (600)							
615	La Paz Open Space Riparian Habitat- Alameda to Paseo de Valencia	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -
	Sub-Total	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -
	Grand Total	\$ 3,812,000	\$ 1,904,000	\$ -	\$ 413,000	\$ 100,000	\$ 1,395,000

**CITY OF LAGUNA HILLS
FISCAL YEAR 2014/15
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT NO.	PROJECT	FISCAL YEAR 2014/15	GENERAL FUND	GAS TAX	MEASURE M (Fairshare & Competitive)	CARITS	CAPITAL RESERVE FUND	OTHER
STREET, SIGNALS AND LIGHTING (100)								
101	Annual Street Maintenance	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -	-	\$ -	\$ -
189	Bridge Seal Coat - Laguna Hills Drive at Aliso Creek	50,000	50,000	-	-	-	-	-
	Sub-Total	\$ 2,050,000	\$ 50,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -
FLOOD CONTROL & WATER QUALITY (400)								
403	Storm Drain/Slope Repairs	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
410	NPDES / Water Quality Program	190,000	190,000	-	-	-	-	-
412	Water Quality (2) Improvements	70,000	-	-	70,000	-	-	-
	Sub-Total	\$ 310,000	\$ 190,000	\$ -	\$ 70,000	\$ -	\$ 50,000	\$ -
PARKS (200)								
238	Community Center and Sports Complex Field Renovations	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
240	Softball Field Improvements - Community Center/Sports Complex	200,000	-	-	-	-	-	200,000
	Sub-Total	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
PUBLIC FACILITIES (500)								
513	Community Center Renovation	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	Sub-Total	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	Grand Total	\$ 2,810,000	\$ 240,000	\$ 2,000,000	\$ 70,000	\$ -	\$ 50,000	\$ 450,000

EXHIBIT B

The specific projects included in Fiscal Year 2013/2014 and Fiscal Year 2014/2015 of the CIP, along with the accompanying General Plan goals are described below. The accompanying CIP project numbers correspond to the project numbers as listed in Exhibit A:

Streets, Signals and Lighting Projects

The following projects meet the **Mobility Goal M-1** (Provide a safe and efficient local transportation system consistent with the general County standards and the regional system) and **Mobility Goal M-2** (Implement improvements that foster improved traffic safety on the circulation system for all drivers, pedestrians, and cyclists).

- **Annual Street Maintenance (CIP 101)** – Over the years, the quality of the City's road network will inevitably and rapidly decline if maintenance strategies are not in place. For this reason, the City has implemented an annual street maintenance program aimed at increasing pavement life as well as improve the appearance and ride quality of the City's roadway network.
- **Traffic Signal Improvements/Coordination Projects (CIP 168)** – In order to maintain improved traffic flow on City streets, this project provides for the interconnection and synchronization of traffic signals. Locations in process for installation or update include the streets of Paseo de Valencia, Lake Forest Drive, Los Alisos Boulevard and Oso Parkway.
- **Ridge Route Drive and El Toro Road Pavement Rehabilitation (CIP 172/179)** – The existing surface of the roadway will be rehabilitated with an overlay of asphalt concrete.
- **Bridge Seal Coat – Laguna Hills Drive at Aliso Creek (CIP TBD)** – The bridge deck will be sealed so as to reduce water intrusion to the rebar and rehabilitate the bridge joints.

Parks Projects

The following projects meet **Conservation and Open Space Goal COS-2** (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- **Community Center and Sports Complex Field Renovations (CIP 238)** – The existing sports turf at the Community Center and Sports Complex is replaced every other year, primarily upon the two soccer fields, to maintain safety and playability on the fields.

- **Renovation of Stockport Park Playground (CIP 239B)** – Existing playground equipment and surfacing improvements, as well as minor site amenities and fencing improvements will be made to provide enhanced recreation value and improve the safety of the playground.
- **Softball Field Improvements-Community Center/Sports Complex (CIP 240)**
– In order to enhance the recreational value of the softball field, this project includes the additions of an infield irrigation system, hooded backstops, extended foul ball screens, and pads onto the outfield wall.
- **General Park Renovations (CIP 241)** – This project consists of the renovation of existing park and playground improvements throughout the City's local park system to include the replacement of worn out site amenities as well as minor playground improvements to update worn surfacing.

Flood Control and Water Quality

The following projects meet **Conservation and Open Space Goal COS-1** (Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer).

- **Storm Drain/Slope Repairs (CIP 403)** – This project provides funding for drainage or slope repair projects resulting from storm events causing unexpected infrastructure impacts.
- **NPDES/Water Quality Program (CIP 410)** – Implement a variety of water quality improvement initiatives and environmental enhancements to reduce pollutants within water runoff reaching the storm drain systems, in accordance with the NPDES permits. This project meets the above mentioned Conservation and Open Space Goal as well as the following
 - **Safety Goal S-6** (Reduce injuries and danger to life, property damage and public health hazards associated with flooding).
- **Water Quality (2) Improvements (CIP 412)** – This project consists of installing screens over the inlets of catch basins at approximately 600 locations throughout the City, thereby improving pollution prevention and water quality.

Public Facilities

The following projects meet **Community Services and Facilities Goal CSF-1** (Establish and maintain a high level of community facilities and services to meet the needs of the community and enhance the quality of life in Laguna Hills) and **Conservation and Open Space Goal COS-2** (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- **Community Center Renovation (CIP 513)** – This project provides for various scheduled maintenance and equipment replacement at the Community Center building, including security upgrades, audio/visual equipment upgrades, refurbishment of the elevator and HVAC system.
- **Sports Complex Renovations (CIP 514)** – This project provides for various scheduled maintenance and equipment replacement at the Community Center Sports Complex, including painting the exterior, installing shade sails, and play structures and parking lot improvements.

Trails and Open Space

The **La Paz Open Space Riparian Habitat (CIP 615)** provides for the renovation of the La Paz Open Space from Moulton Parkway to Paseo de Valencia. The first phase of this project includes the nine acres west of Alameda Avenue and is planned for construction in FY 2013/2014. Goals met by this project are as follows:

- **Conservation and Open Space Goal COS-2** (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).
- **Conservation and Open Space Goal COS-1** (Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer).
- **Mobility Goal M-3** (Create a community where walking and cycling are practical, safe, and fun options for travel).



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: BRUCE E. CHANNING
CITY MANAGER

ISSUE: ADOPTION OF THE 2013-15 BIENNIAL BUDGET, INCLUDING THE OPERATING BUDGET, DEBT SERVICE, OTHER FUNDING USES AND THE SIX-YEAR CAPITAL IMPROVEMENT PLAN

RECOMMENDATION: THAT THE CITY COUNCIL TAKE THE FOLLOWING ACTIONS: (1) CONDUCT A PUBLIC HEARING REGARDING THE 2013/15 BIENNIAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM, AND OTHER APPROPRIATIONS FOR THE CITY OF LAGUNA HILLS FOR FISCAL YEARS 2013/14—2014/15.

SUMMARY:

Every two years, the City sets aside approximately six months to focus on the budget preparation process. This year, two City Council Study Sessions were held for the purposes of obtaining policy direction from the City Council and input on a Draft Operating Budget and Capital Improvement Program (CIP). The proposed Biennial Budget consists of expenditures in the amount of \$45,866,863. A more detailed budget analysis can be found in the City Manager's Budget Message in the budget binder included with this staff report.

BACKGROUND:

In preparation for the Public Hearing on the 2013-2015 Biennial Operating Budget and 6-Year Capital Improvement Program (CIP), the City Council has conducted the following public review and discussion of the Biennial Budget:

- April 16, 2013 Strategic Planning Study Session
- May 7, 2013 Budget Study Session

Under separate cover, the City Council will find a complete Operating Budget and Capital Improvement Program (CIP). These proposed budgets are the same as the drafts presented to the City Council at the Budget Study Session on May 7, 2013.

Operating Budget

The table below shows the proposed operating expenditures and revenues for the next two-year budget cycle. The Operating Budget includes 23 Major Plans approved by the City Council during the April 16, 2013, Study Session.

	FY 2012-13	FY 2013-14	FY 2014-15
Budgeted Operating Expenditures	\$17,464,481	\$ 17,327,545	\$ 17,792,484
% Change from prior year budget		-0.78%	2.7 %
Estimated Operating Revenues	\$ 18,916,720	\$ 19,648,207	\$ 20,669,624
% Change from prior year-end estimate		3.9%	5.2%

Capital Improvement Program

The 2013-2015 Biennial Budget includes a six-year Capital Improvement Program which contains a total cost of \$18,309,000. For the upcoming Biennial Budget cycle, the budget allocates \$6,622,000 towards fourteen capital projects. These projects will be funded over the course of the two-year budget cycle with Special Revenues and Reserve Funds in the amount of \$4,478,000, or 68% of the required funding. The balance of \$2,144,000 will be supported by the City's General Fund.

2013-2015 Capital Projects	Budget FY 2013/2014	Budget FY 2014/2015
Capital Expenditures	\$ 3,812,000	\$ 2,810,000
<i>Funding Sources:</i>		
Special Revenue/Reserve Funds	\$ 1,908,000	\$ 2,570,000
General Fund	\$ 1,904,000	\$ 240,000

FISCAL IMPACT:

The attached Resolution authorizes the following expenditures for the 2013-2015 Biennial Budget cycle:

	FY 2013/14	FY 2014/15
Operations	\$ 17,327,545	\$ 17,792,484
Capital Projects	\$ 3,812,000	\$ 2,810,000
Debt Service	\$ 1,804,587	\$ 1,801,387

Solid Waste Funds	\$ 136,293	\$ 89,567
Senior Mobility Fund	\$ 31,500	\$ 31,500
<u>CDBG Fund</u>	<u>\$ 80,000</u>	<u>\$ 150,000</u>
Total Appropriations:	\$ 23,191,925	\$ 22,674,938

A Consolidated Report of Funding Sources and Uses can be found in the "Budget Summaries" section of the Budget Binder. It should be noted that expenditures related to the enterprise activity of the Laguna Hills Civic Center are approved by the City Council under a separate budget and on a single fiscal year basis.

ATTACHMENTS:

- Resolution adopting the 2013-15 Biennial Budget, including Operating, Debt Service, Other Funding Uses and the first two years of the Six-Year Capital Improvement Plan.
- Budget Binder including City Manager's Budget Message and FY 2013-15 Budget under separate cover

RESOLUTION NO. 2013-06-25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM AND OTHER APPROPRIATIONS FOR THE CITY OF LAGUNA HILLS FOR FISCAL YEARS 2013/2014-2014/2015

WHEREAS, the City Manager of the City of Laguna Hills has submitted to the City Council a proposed budget for Fiscal Years 2013/2014-2014/2015; and

WHEREAS, the City Council did consider said proposed budget and fixed June 25, 2013, as the date of public hearing; and

WHEREAS, after duly giving notice, the City Council did hold such public hearing, and all comments presented to the City Council were considered and evaluated.

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

SECTION 1. The City Manager's proposed operating budget shall be adopted in the amount of \$17,327,545, for FY 2013-2014 and \$17,792,484 for FY 2014-2015, and shall include any changes made and approved as a result of the City's public hearing conducted on June 25, 2013.

SECTION 2. The City Manager's proposed Capital Improvement Plan shall be adopted in the amount of \$3,812,000 for FY 2013-2014 and \$2,810,000 for FY 2014-2015, and shall include any changes made and approved as a result of the City's public hearing conducted on June 25, 2013.

SECTION 3. The City Manager's proposed debt service appropriation shall be adopted in the amount of \$1,804,587 for FY 2013-2014 and \$1,801,387 for FY 2014-2015.

The City Manager's following proposed appropriations for Other Funding Uses shall be adopted in the amount listed below for FY 2013-2014 and FY 2014-2015, and shall include any changes made and approved as a result of the City's public hearing conducted June 25, 2013:

	<u>FY 13/14</u>	<u>FY 14/15</u>
Recycling Funds	\$ 136,293	\$ 89,567
Senior Mobility Fund	\$ 31,500	\$ 31,500
CDBG Fund	\$ 80,000	\$ 150,000

SECTION 4. The City Manager is hereby authorized to make such transfers within the budget as deemed desirable and necessary during each fiscal year in order to meet the City's needs and in compliance with the City's Financial Policies.

SECTION 5. That all budgeted capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

SECTION 6. That all other unexpended appropriations ordered pursuant to Sections 1, 3 and 4 will be automatically carried over from the first fiscal year to the second fiscal year of the two-year budget period.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2013.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

PEGGY JOHNS, CITY CLERK

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

I, Peggy Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2013-06-25-x adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 25TH day of June 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

The Attachment referenced in
the Agenda Report:

FY 2013-2015 Budget Binder,

is available for review in the
City Clerk's Department.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 25, 2013

TO: MAYOR AND COUNCILMEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NEW CLASSIFICATIONS AND SALARY RANGES AND BENEFITS FOR POSITIONS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NEW CLASSIFICATIONS AND SALARY RANGES AND BENEFITS FOR POSITIONS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION."

SUMMARY:

At the May 7, 2013, Budget Study Session, the City Council was briefed on staff's proposal to move forward with the reclassification of two current positions from Planning Aide/Code Enforcement to Assistant Planner, and to move from a contract Information Technology position to a full-time Information Technology Specialist. The full cost of these personnel changes are included in the proposed 2013-15 Biennial Operating Budget. Since these new classifications will be included in the bargaining unit represented by the Laguna Hills City Employees Association ("Association"), it is necessary for the City Council to add the new classifications and salary ranges by adopting the attached Resolution.

BACKGROUND:

Assistant Planner

The current Planning Aide/Code Enforcement employees were hired in the spring of 2010 as entry level positions with no required experience. The City was able to hire two entry level planners, both of whom have Master Degrees in Urban Planning. Both of these

positions dedicate 50% of their time to planning activity and 50% to code enforcement. In the reclassification to Assistant Planner, the time split between planning and code enforcement will not change. The reclassification and corresponding salary adjustment is based on the fact that both positions perform typical Assistant Planner duties and the duties of dedicated Code Enforcement Officers. Attached to this report is the salary data used to arrive at the proposed monthly salary range of \$5,151 to \$6,262. This range is based on the average of the comparator agencies' average plus five percent for Assistant Planner and Code Enforcement Officer positions. Both employees are currently at step E in their current salary range and would move to step A in the new range effective July 1, 2013. They would also be subject to all provisions of the MOU, including PERS cost sharing and sharing in future increases in health insurance premiums. In addition to adding the two positions of Assistant Planner to the bargaining unit covered by the MOU, the attached Resolution also deletes the Planning Aide/Code Enforcement positions.

Information Technology Specialist

In an effort to address the ongoing and increasing technology needs of the City, staff is proposing the elimination of the contract for Information Technology and to hire a full-time Information Technology Specialist. As stated in the May 7, 2013 Budget Study Session staff report, this change would be an incremental cost of about \$60,000. In order to determine an appropriate salary range, staff surveyed comparator agencies for like positions. A copy of the survey is attached to this report. Based on paying 5% above the comparator agencies' average, staff is proposing a monthly salary range of \$5,879 to \$7,732. If approved, staff will conduct an external recruitment and would anticipate bringing a person on board by October 1, 2013. This position is also subject to all provisions of the MOU, including PERS cost sharing and sharing in future increases in health insurance premiums.

FISCAL IMPACT:

The full cost of these personnel changes are included in the proposed 2013-15 Operating Budget.

ATTACHMENTS:

- Resolution
- Proposed Salary Range for Assistant Planner
- Assistant Planner Comparator Salary Information
- Code Enforcement Officer Comparator Salary Information
- Information Technology Specialist Comparator Salary Information

RESOLUTION NO. 2013-06-25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NEW CLASSIFICATIONS AND SALARY RANGES AND BENEFITS FOR POSITIONS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

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

SECTION 1. This Resolution establishes new classifications and salary ranges for positions to be covered by the Memorandum of Understanding ("MOU") between the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("Association").

SECTION 2. This Resolution further eliminates two positions currently covered by the MOU between the City and the Association.

SECTION 3. New classifications created by this Resolution will be included in the bargaining unit represented by the Association and all provisions in the MOU between the City and the Association will be applicable to such positions.

SECTION 4. The following salary ranges are assigned to the new classifications of employment covered by the MOU.

	MONTHLY RANGE	
Assistant Planner (2)	\$5,151	\$6,262
Information Technology Specialist	\$5,879	\$7,732

SECTION 5. The following positions currently covered by the MOU will be eliminated:

	MONTHLY RANGE	
Planning Aide/Code Enforcement (2)	\$3,713	\$4,513

SECTION 6. Members of the Association have been notified concerning the actions set forth herein.

SECTION 7. Except as otherwise specified to the contrary in this Resolution, all provisions shall be effective July 1, 2013.

PASSED, APPROVED, AND ADOPTED this 25TH day of June 2013.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2013-06-25-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 25th day of June 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

Proposed Salary Range for Assistant Planner

Assistant Planner

	Step A		Step B		Step C		Step D		Step E	
Code Enforcement	\$	5,096	\$	5,351	\$	5,618	\$	5,899	\$	6,194
Assistant Planner	\$	5,207	\$	5,467	\$	5,741	\$	6,028	\$	6,329
Average	\$	5,151	\$	5,409	\$	5,679	\$	5,963	\$	6,262

Assistant Planner

Agency	Comparable Class Title	Minimum	C.P/Max
Brea	Assistant Planner	\$ 4,638	\$ 5,938
Buena Park	Assistant Planner	\$ 4,588	\$ 5,817
Cypress	Assistant Planner	\$ 4,860	\$ 5,908
Dana Point	Assistant Planner	\$ 4,518	\$ 5,875
Fountain Valley	Assistant Planner	\$ 4,867	\$ 5,916
Irvine	Assistant Planner	\$ 4,137	\$ 6,316
Laguna Beach	Assistant Planner	\$ 4,793	\$ 6,742
Laguna Niguel	Assistant Planner	\$ 4,766	\$ 5,958
Lake Forest	Assistant Planner	\$ 4,572	\$ 5,944
Mission Viejo	Assistant Planner	\$ 4,356	\$ 5,881
Newport Beach	Assistant Planner	\$ 4,772	\$ 6,720
Orange	Assistant Planner	\$ 4,607	\$ 5,908
Rancho Santa Margarita	No Comparable Class		
San Clemente	Assistant Planner	\$ 4,916	\$ 5,976
San Juan Capistrano	Assistant Planner	\$ 5,023	\$ 6,106
Tustin	Assistant Planner	\$ 4,676	\$ 5,710
Yorba Linda	Assistant Planner	\$ 4,706	\$ 5,720
Mean Average			\$ 6,027
Mean Average * 5%			\$ 6,329
Laguna Hills 13/14 Monthly Salary		\$ 5,207	\$ 6,329

Code Enforcement Officer

Agency	Comparable Class Title	Minimum	C.P/Max
Brea	Code Enforcement Officer	\$ 4,660	\$ 5,967
Buena Park	Code Enforcement Officer	\$ 4,588	\$ 5,817
Cypress	Code Enforcement Officer II	\$ 4,845	\$ 5,888
Dana Point	Code Enforcement Officer	\$ 4,393	\$ 5,719
Fountain Valley	Code Enforcement Officer	\$ 4,653	\$ 5,655
Irvine	Senior Code Enforcement Inspector	\$ 4,409	\$ 6,734
Laguna Beach	Code Enforcement Officer	\$ 4,255	\$ 5,976
Laguna Niguel	Code Enforcement Officer	\$ 4,962	\$ 6,202
Lake Forest	Code Enforcement Officer	\$ 4,352	\$ 5,657
Mission Viejo	Code Enforcement Officer B	\$ 4,124	\$ 5,566
Newport Beach	Code Enforcement Officer	\$ 4,772	\$ 6,720
Orange	Code Compliance Officer	\$ 4,493	\$ 5,762
Rancho Santa Margarita	Code Enforcement Officer	\$ 4,049	\$ 5,398
San Clemente	Code Compliance Officer	\$ 4,682	\$ 5,691
San Juan Capistrano	Code Enforcement Officer	\$ 5,149	\$ 6,258
Tustin	Code Enforcement Officer	\$ 4,595	\$ 5,611
Yorba Linda	Community Preservation Officer	\$ 4,436	\$ 5,662
Mean Average		\$	5,899
Mean Average * 5%		\$	6,194
Laguna Hills 13/14 Monthly Salary		\$ 5,096	\$ 6,194

Information Technology Specialist

Agency	Comparable Class Title	Minimum	C.P/Max
Brea	Information Technology Specialist II	\$ 5,505	\$ 7,048
Buena Park	No Comparable Class		
Cypress	No Comparable Class		
Dana Point	No Comparable Class		
Fountain Valley	No Comparable Class		
Irvine	No Comparable Class		
Laguna Beach	Information System Specialist	\$ 5,794	\$ 8,154
Laguna Niguel	No Comparable Class		
Lake Forest	No Comparable Class		
Mission Viejo	Information Technology Specialist	\$ 5,876	\$ 7,932
Newport Beach	IT Specialist, III	\$ 5,197	\$ 7,313
Newport Beach	IT Specialist, Senior	\$ 5,994	\$ 8,434
Orange	No Comparable Class		
Rancho Santa Margarita	No Comparable Class		
San Clemente	Information Systems Specialist	\$ 5,830	\$ 7,087
San Juan Capistrano	No Comparable Class		
Tustin	Senior Information Technology Specialist	\$ 5,696	\$ 6,955
Tustin	Information Technology Specialist	\$ 4,903	\$ 5,988
Yorba Linda	No Comparable Class		
Mean Average			\$ 7,364
Mean Average * 5%			\$ 7,732
Laguna Hills 13/14 Monthly Salary		\$ 6,361	\$ 7,732