



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
JUNE 23, 2015**

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

Dore J. Gilbert, M.D., Mayor

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

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

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SEDGWICK

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE**

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

1.2 APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON TESSIE MIRAKI FOR THE FALL 2015 SEMESTER

RECOMMENDATION: THAT MAYOR GILBERT PRESENT A CERTIFICATE OF APPOINTMENT TO STUDENT LIAISON TESSIE MIRAKI.

1.3 RECOGNITION OF CHRIS AND MATT HALES, FOUNDERS OF GOGGLES FOR GUPPIES

RECOMMENDATION: THAT MAYOR GILBERT PRESENT A CERTIFICATE OF RECOGNITION TO CHRIS AND MATT HALES, FOUNDERS OF THE CHARITABLE ORGANIZATION "GOGGLES FOR GUPPIES."

1.4 CERTIFICATE OF RECOGNITION FOR DEEDEE GOLLWITZER

RECOMMENDATION: THAT MAYOR GILBERT PRESENT A CERTIFICATE OF RECOGNITION TO DEEDEE GOLLWITZER IN HONOR OF HER SERVICE TO THE 3/5 DARK HORSE COMMITTEE.

1.5 EL TORO WATER DISTRICT PRESENTATION REGARDING STATEWIDE DROUGHT AND THE DISTRICT'S RESPONSE

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM THE EL TORO WATER DISTRICT.

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

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

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

3.2 APPROVAL OF MINUTES FOR JUNE 9, 2015, REGULAR MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JUNE 9, 2015, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 23, 2015.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$888,640.57.

3.4 FIRST AMENDMENT TO AGREEMENT D11-066 TO FUND NUTRIENT, FECAL COLIFORM, AND TOXICS TOTAL MAXIMUM DAILY LOAD "TMDL" PROGRAMS IN THE NEWPORT BAY WATERSHED WITH THE COUNTY OF ORANGE AND OTHER AGENCIES IN THE NEWPORT BAY WATERSHED

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FIRST AMENDMENT TO AGREEMENT D11-066 TO FUND NUTRIENT, FECAL COLIFORM, AND TOXICS TOTAL MAXIMUM DAILY LOAD PROGRAMS IN THE NEWPORT BAY WATERSHED TO EXTEND THE TERM TO JUNE 30, 2018, AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.

3.5 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, INCLUDING THE SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM, 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."

3.6 EMPLOYMENT CLASSIFICATIONS, SALARY RANGES, AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REGARDING EMPLOYMENT AND ESTABLISHING SALARY RANGES AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY AND RESCINDING RESOLUTION NO. 2013-09-10-1."

3.7 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE COMMUNITY CENTER & SPORTS COMPLEX SITE IMPROVEMENT PROJECT, CIP NO. 514

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS ON FILE WITH THE OFFICE OF THE CITY CLERK AND AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE COMMUNITY CENTER & SPORTS COMPLEX SITE IMPROVEMENT PROJECT, CIP NO. 514.

3.8 UPDATE OF THE STANDARDS FOR PAINTING RESIDENTIAL ADDRESS NUMBERS ON CURBS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE REVISION TO THE "STANDARDS FOR PAINTING RESIDENTIAL ADDRESS NUMBERS ON CURBS" AS DESCRIBED HEREIN.

3.9 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE BRIDGE DECK SEALING AND JOINT RESTORATION PROJECT OF THE LAGUNA HILLS DRIVE BRIDGE AT ALISO CREEK AND THE MILL CREEK DRIVE BRIDGE AT CANADA CHANNEL, CIP NO. 189

RECOMMENDATION: THAT CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS ON FILE IN THE OFFICE OF THE CITY CLERK AND AUTHORIZE THE ADVERTISEMENT FOR BIDS OF THE BRIDGE DECK SEALING AND JOINT RESTORATION PROJECT OF THE LAGUNA HILLS DRIVE BRIDGE AT ALISO CREEK AND THE MILL CREEK DRIVE BRIDGE AT CANADA CHANNEL, CIP NO. 189.

3.10 AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT WITH ECO/NOMICS FOR SOLID WASTE COLLECTION, CONTRACTING, AND RECYCLING CONSULTING SERVICES

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT WITH ECO/NOMICS.

3.11 AUTHORIZATION TO LEASE CITY VEHICLE

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE COMMENCEMENT OF THE PROCUREMENT PROCESS FOR A LEASED CITY VEHICLE.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

4.2 PUBLIC COMMENTS

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

4.3 APPROVAL OF MINUTES FOR JUNE 9, 2015, REGULAR MEETING

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JUNE 9, 2015, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

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

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council will be July 14, 2015, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, MELISSA AU-YEUNG, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by Friday, June 19, 2015, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

June 19, 2015

DATE

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

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

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER**

**ISSUE: APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON
TESSIE MIRAKI FOR THE FALL 2015 SEMESTER**

**RECOMMENDATION: THAT MAYOR GILBERT PRESENT A CERTIFICATE OF
APPOINTMENT TO STUDENT LIAISON TESSIE MIRAKI.**

SUMMARY:

The City of Laguna Hills and the Laguna Hills High School PTSO established a Student Liaison program in 1993. Through the recent interview process, Tessie Miraki was selected to serve as the Student Liaison for the Fall 2015 semester. Additionally, Calista Shang was selected as the Student Liaison Alternate for the same semester.

The Assistant to the City Manager met with Tessie Miraki just prior to this meeting to administer the oath of office.

ATTACHMENTS:

- Certificate of Appointment

CERTIFICATE OF APPOINTMENT

be it known that

TESSIE MIRAKI

*on June 23, 2015, took the
Oath of Office
and on this date began serving as the*

STUDENT LIAISON

for the City of Laguna Hills

Dated this 23rd day of June 2015.

DORE J. GILBERT, M.D., MAYOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CINDY SANDS
ADMINISTRATIVE ASSISTANT**

**ISSUE: RECOGNITION OF CHRIS AND MATT HALES, FOUNDERS OF GOGGLES
FOR GUPPIES**

**RECOMMENDATION: THAT MAYOR GILBERT PRESENT A CERTIFICATE OF
RECOGNITION TO CHRIS AND MATT HALES, FOUNDERS OF THE CHARITABLE
ORGANIZATION "GOGGLES FOR GUPPIES."**

SUMMARY:

Chris and Matt Hales, Laguna Hills High School Varsity Swimmers, have distributed over 10,000 donated swimsuits, swim caps, and goggles to underprivileged children in an effort to eliminate childhood drowning through their charity "Goggles for Guppies."

ATTACHMENTS:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION

CHRIS HALES **Goggles for Guppies Founder**

WHEREAS, Goggles for Guppies was founded as a charitable organization four years ago by then 12-year old twin brothers, Chris and Matt Hales, to end childhood drowning in America; and

WHEREAS, Drowning is the second leading cause of accidental death in children; two children under age 15 drown every day in America because they have limited or no swimming ability; and

WHEREAS, Goggles for Guppies has distributed over \$350,000 worth of swim suits, caps, and goggles to organizations including the YMCA; and

WHEREAS, Goggles for Guppies has rapidly grown to become the official swim equipment distributor of the USA Swimming Foundations "Make a Splash" coalition; and

WHEREAS, Goggles for Guppies founders Chris and Matt Hales were honored during the National Drowning Prevention Alliance Annual Symposium in January 2012; and by the USA Swimming Foundation at the 34th Annual United States Aquatic Sports Convention in September 2013; and

WHEREAS, Goggles for Guppies is a volunteer organization that distributes donated swim equipment to underprivileged children while providing community service opportunities for athletes as well as for intermediate and high school students.

NOW, THEREFORE, I, Dore J. Gilbert, M.D., Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Chris Hales for his ongoing contributions as a role model and for demonstrating inspiring acts of community service and dedication to making the world a better place.

Dated this 23rd day of June 2015.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CINDY SANDS
ADMINISTRATIVE ASSISTANT**

ISSUE: CERTIFICATE OF RECOGNITION FOR DEEDEE GOLLWITZER

RECOMMENDATION: THAT MAYOR GILBERT PRESENT A CERTIFICATE OF RECOGNITION TO DEEDEE GOLLWITZER IN HONOR OF HER SERVICE TO THE 3/5 DARK HORSE COMMITTEE.

SUMMARY:

Laguna Hills resident DeeDee Gollwitzer will be honored with the presentation of a Certificate of Recognition by Mayor Gilbert for her volunteer service to the 3/5 Dark Horse Committee.

ATTACHMENTS:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION
DEEDEE GOLLWITZER
CITIZEN OF LAGUNA HILLS

WHEREAS, the City created a banner to be hung at the Laguna Hills Community Center in honor of the Dark Horse Battalion, deployed to Sangin, Afghanistan, in what would prove to be the most brutal endured by any single unit in the 10 year war.

WHEREAS, DeeDee Gollwitzer captured a nighttime photograph of the banner that not only became the Facebook profile photo for Team Dark Horse, but was also spread across the nation among the families, becoming a beacon of hope and pride; and

WHEREAS, DeeDee Gollwitzer assisted Team Dark Horse and chronicled the race by capturing images of several Marines, and one in particular, Corporal Travis Haggerty, who ran that first race carrying an American flag on which his 25 fallen comrades' names were written. Once more, that image has become iconic, spreading the nation, and raising awareness and faith in hearts of the Marines and their families; and

WHEREAS, DeeDee Gollwitzer's superb photography skills, and passion for our mission, forever captured two moments in such a way that when families across the nation think of what "support the troops" really means, they will remember the photos from Laguna Hills, the lights lit up at night, and the race we run to remember.

NOW, THEREFORE, I, Dore Gilbert, M.D. , Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize DeeDee Gollwitzer for serving the 3/5 Dark Horse Committee and Marines, and wishes her much success in all her future endeavors.

Dated this 23rd day of June 2015.

DORE J. GILBERT, M.D., MAYOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER

ISSUE: EL TORO WATER DISTRICT PRESENTATION REGARDING STATEWIDE DROUGHT AND THE DISTRICT'S RESPONSE

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM THE EL TORO WATER DISTRICT.

SUMMARY:

The El Toro Water District (ETWD) has requested a presentation be provided to the City Council regarding the current Statewide drought and ETWD's response. Bob Hill, General Manager, will be present at the meeting to give an update regarding the drought and emergency regulations.

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
JUNE 09, 2015**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Gilbert called the Regular Meeting of the City Council of the City of Laguna Hills, California to order at 7:02 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Kogerman

ROLL CALL OF CITY COUNCIL MEMBERS

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

CLOSED SESSION REPORT

There was no closed session report.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON MATTHEW SHULMAN.

1.2 CERTIFICATE OF RECOGNITION, MATTHEW SHULMAN, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR SPRING 2015 SEMESTER

MAYOR GILBERT PRESENTED A CERTIFICATE OF RECOGNITION TO MATTHEW SHULMAN RECOGNIZING HIS SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

1.3 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

CHAIR OF THE 3/5 DARK HORSE COMMITTEE, KAREN ROBBINS, INTRODUCED MRS. KAREN KELLY, WIFE OF FOUR-STAR GENERAL JOHN F. KELLY AND MOTHER OF FIRST LIEUTENANT ROBERT MICHAEL KELLY, WHO WAS KILLED IN ACTION IN SANGIN, AFGHANISTAN.

MRS. KELLY PROVIDED THE CITY COUNCIL WITH AN ORAL PRESENTATION OFFERING INSIGHT INTO WHAT GOLDSTAR FAMILIES ENDURE AND EXPERIENCE DURING THE TIME OF WAR AND THANKED THE CITY FOR ALL THE SUPPORT AND EFFORTS PROVIDED TO THE 3/5 DARK HORSE COMMITTEE.

1.4 RECOGNITION OF TRAFFIC COMMISSIONER RICK FRAZIER

MAYOR GILBERT PRESENTED A CITY PLAQUE TO RICK FRAZIER RECOGNIZING HIS SERVICE TO THE CITY.

2. PUBLIC COMMENTS

SOBER LIVING FACILITIES

Tom Queen, Laguna Hills resident, addressed the City Council regarding his concerns about sober living facilities in the City and requested that the City consider changing the definition of a single-family residence in an effort to prevent future issues with this type of facility.

Mayor Pro Tempore Kogerman requested that City staff prepare a Staff Report regarding sober living facilities to be presented at a future City Council meeting. Council Members Carruth and Sedgwick were in agreement.

Stephen Volland, Laguna Hills resident, addressed the City Council regarding his concerns about sober living facilities while acknowledging that these facilities do provide social good.

EQUESTRIAN TRAIL CROSSINGS – NELLIE GAIL RANCH

Jim Anderson, Laguna Hills resident, extended his appreciation to the Traffic Commission for all the work done to improve the safety of the equestrian trail crossings in the Nellie Gail Ranch area.

ALZHEIMER'S DISEASE AND BRAIN AWARENESS MONTH – JUNE

Fay Blix, a tenant of the Civic Center, informed the City Council that June is Alzheimer's and Brain Awareness Month and discussed Alzheimer's disease statistics. Ms. Blix invited everyone to participate in Alzheimer's and Brain Awareness Month by wearing purple during the month of June to show support.

OCFA AB 1217

Stephen Wontrobski, a resident of Mission Viejo, voiced his opposition to AB 1217.

3. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, ITEMS NO. 3.1 THROUGH 3.10, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE KOGERMAN.

APPROVED BY A VOTE OF 5-0.

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

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

- 3.2 APPROVAL OF MINUTES FOR MAY 26, 2015, REGULAR MEETING

THE CITY COUNCIL APPROVED THE MINUTES OF THE MAY 26, 2015, REGULAR MEETING.

- 3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 09, 2015

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$369,244.68.

- 3.4 EQUESTRIAN TRAIL CROSSING TRAFFIC CONTROL IMPROVEMENTS IN THE NELLIE GAIL RANCH AREA

THE CITY COUNCIL APPROVED RECOMMENDED TRAFFIC CONTROL IMPROVEMENTS AT SPECIFIED EQUESTRIAN TRAIL CROSSING LOCATIONS IN THE NELLIE GAIL RANCH AREA.

- 3.5 ADOPTION OF REVISED CITY COUNCIL POLICY NO. 105 - FINANCIAL POLICIES

THE CITY COUNCIL ADOPTED THE REVISED CITY COUNCIL POLICY NO. 105 - FINANCIAL POLICIES.

- 3.6 AWARD OF THE STREET SWEEPING MAINTENANCE SERVICES AGREEMENT FOR CITYWIDE STREET AND ROADWAY CLEANING TO JONSET CORPORATION, INC., DBA SUNSET PROPERTY SERVICES

THE CITY COUNCIL AWARDED THE STREET SWEEPING MAINTENANCE SERVICES AGREEMENT FOR CITYWIDE STREET AND ROADWAY CLEANING TO JONSET CORPORATION, INC., DBA SUNSET

PROPERTY SERVICES AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT.

3.7 FISCAL YEAR 2015/2016 SCHOOL CROSSING GUARD AGREEMENT

THE CITY COUNCIL APPROVED THE PROPOSED CROSSING GUARD SERVICES AGREEMENT FOR FISCAL YEAR 2015/2016 WITH ALL CITY MANAGEMENT SERVICES AND AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT.

3.8 FISCAL YEAR 2015/2016 TRAUMA INTERVENTION PROGRAM AGREEMENT

THE CITY COUNCIL APPROVED THE PROPOSED VICTIM SUPPORT SERVICES AGREEMENT FOR FISCAL YEAR 2015/2016 WITH TRAUMA INTERVENTION PROGRAMS, INC. AND AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT.

3.9 ADOPTION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015/2016

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2015-06-09-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015/2016 IN ACCORDANCE WITH ARTICLE XIIIB OF THE CONSTITUTION OF THE STATE OF CALIFORNIA AND SECTION 7910 OF THE GOVERNMENT CODE.

3.10 AWARD OF CONTRACT FOR THE COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS, CIP NO. 240, AND APPROVAL OF A CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENT

THE CITY COUNCIL: (1) AWARDED THE BASE BID CONTRACT FOR THE LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS, CIP NO. 240, TO LEHMAN CONSTRUCTION, INC., IN THE LOW BID AMOUNT OF \$694,976.00, PLUS AWARDED ALTERNATE BID ITEMS NUMBERED 2 AND 5 THROUGH 9, INCLUSIVE, IN THE NET ADDITIONAL AMOUNT OF \$21,145.00, FOR A TOTAL CONTRACT VALUE OF \$716,121.00, AND REJECTED ALL OTHER BIDS; AND (2) ADOPTED RESOLUTION NO. 2015-06-09-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING THE FISCAL YEAR 2013/2014 - 2014/2015 CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS, CIP NO. 240.

**MOTION TO APPROVE CONSENT CALENDAR, ITEM NO. 3.11, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BLOUNT.
APPROVED BY A VOTE OF 4-0-1 (MAYOR GILBERT ABSTAINING).**

3.11 SELECTION OF CITY AUDITOR

THE CITY COUNCIL APPROVED THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH WHITE NELSON DIEHL EVANS LLP AND AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT FOR FINANCIAL AUDIT SERVICES FOR THE CITY FOR FISCAL YEARS 2014/2015 AND 2015/2016.

Mayor Gilbert stated that he has used the services of White Nelson Diehl Evans LLP and would therefore abstain from voting on Item No. 3.11, Selection of City Auditor.

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council Meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:40 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MAY 26, 2015, REGULAR MEETING

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE MAY 26, 2015, REGULAR MEETING, BY M/AGENCY MEMBER BLOUNT, S/AGENCY MEMBER CARRUTH.
APPROVED BY A VOTE OF 5-0.**

4.4 ADMINISTRATIVE REPORTS

4.4.1 ADOPTION OF A RESOLUTION MAKING A FINDING OF GENERAL PLAN CONSISTENCY FOR THE FISCAL YEAR 2015/2016 AND FISCAL YEAR 2016/2017 PROJECTS OF THE SIX-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2015/2016 TO FISCAL YEAR 2020/2021

City Manager Channing stated it is a State law requirement that the Planning Agency make a finding that all projects identified in the Capital Improvement Program are consistent with the adopted General Plan.

**THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2015-06-09-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, MAKING A FINDING OF GENERAL PLAN CONSISTENCY FOR THE FISCAL YEAR 2015/2016 PROJECTS AND FISCAL YEAR 2016/2017 PROJECTS OF THE SIX-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2015/2016 TO FISCAL YEAR 2020/2021, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER SEDGWICK.
APPROVED BY A VOTE OF 5-0.**

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council Meeting at 7:41 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 ADOPTION OF THE 2015-2017 BIENNIAL BUDGET, INCLUDING THE OPERATING BUDGET, DEBT SERVICE, OTHER FUNDING USES, AND THE SIX-YEAR CAPITAL IMPROVEMENT PLAN

Mayor Gilbert opened the Public Hearing.

Stephen Wontrobski, Mission Viejo resident, stated he would like to enlist sister-city support in regards to cost saving recommendations and suggested organizing a City Manager's coalition to collaborate on controlling police costs.

Mayor Gilbert closed the Public Hearing.

City Manager Channing gave a brief oral presentation on the budget process and the highlights from the biennial budget.

**MOTION TO ADOPT RESOLUTION NO. 2015-06-09-3, 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 2015/2016 - 2016/2017, BY M/MAYOR PRO TEMPORE KOGERMAN, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 5-0.**

6. ADMINISTRATIVE REPORTS**6.1 Community Development Director****6.1.1 REPORT CONCERNING DENIAL OF A TEMPORARY USE PERMIT (TUP) TO CIRCUS VARGAS.**

Community Development Director Chantarangsu reviewed the information provided in the staff report.

**THE CITY COUNCIL RECEIVED AND FILED THE REPORT, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BLOUNT.
APPROVED BY A VOTE OF 5-0.**

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

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

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

Mayor Pro Tempore Kogerman reported that last Thursday she attended a Southern California Association of Governments (SCAG) - "Community Economic and Human Development Committee" meeting in Los Angeles. At the meeting she was impressed with a report prepared by a student from Cal Poly Pomona regarding intelligent road lighting systems based on the City of Copenhagen which reduced energy usage by 80% and distributed the report to Public Services Director Rosenfield.

Mayor Pro Tempore Kogerman announced that SCAG is holding a public workshop in the Aliso Viejo Council Chambers on Thursday, June 18, 2015, from 6:00 p.m. to 8:00 p.m., to gather input on the proposed Regional Transportation Plan and Sustainable Community Strategy Goals.

Mayor Pro Tempore Kogerman reported that she presented two \$1,000 scholarships on behalf of the Mission Viejo Rotary Club to Laguna Hills High School (LHHS) Students and reported that this year LHHS seniors earned about \$3,000,000 in scholarships.

Mayor Pro Tempore Kogerman reported that she held a Neighborhood Watch organizational meeting with twelve people in attendance from other neighborhoods who will be working in their own neighborhoods to set up Neighborhood Watch programs.

Mayor Pro Tempore Kogerman invited all City employees to attend a fund raiser on Saturday, June 13, 2015, sponsored by the Mission Viejo Rotary Club. The proceeds from the event will go to 1 of 30 different charities including Laguna Hills High School.

COUNCIL MEMBER SEDGWICK

Council Member Sedgwick stated that he participated in the interview process for the City auditor and recognized staff for a fine job in selecting the firm.

COUNCIL MEMBER CARRUTH

Council Member Carruth reported that she attended the Coastal Greenbelt meeting held at the Aliso and Wood Canyons Wilderness Park and stated that she was impressed with the new facility including an interactive visitor's center and encouraged all to visit.

COUNCIL MEMBER BLOUNT

Council Member Blount asked Mr. Herman, a Laguna Hills resident in the audience, if he had statistics regarding the percentage of homes for sale in Laguna Hills. Mr. Herman did not have that information available at this time so Council Member Blount requested that Mr. Herman gather the statistics and report at a future City Council meeting during the Public Comments section.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Gilbert adjourned the City Council meeting at 8:47 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

DORE J. GILBERT, M.D., MAYOR

APPROVED AT MEETING OF JUNE 23, 2015.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER

ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 23, 2015.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$888,640.57.

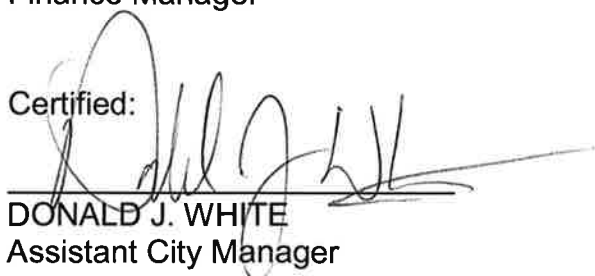
SUMMARY:

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

6-16-15
DATE

FISCAL IMPACT:

The warrant register total is \$888,640.57.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 06/23/15

Date: 06/16/2015

Time: 1:19 pm

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8809246	06/04/2015	Printed		A-0331	AT&T MOBILITY	Wireless Service, May '15	63.02
8809247	06/04/2015	Printed		A-0309	AT&T- CALNET 2	Alarm CC, Switchboard Final	2,972.13
8809248	06/04/2015	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Adm, May '15	221.41
8809249	06/04/2015	Printed		C-1179	CANON SOLUTIONS AMERICA	Adm Copier Usage, Feb - Apr	578.96
8809250	06/04/2015	Printed		C-1168	CAPITAL ONE COMMERCIAL	Program Supplies, CS, May '15	65.26
8809251	06/04/2015	Printed		C-0023	COX COMMUNICATION	WiFi & T-1 Line - CH, Jun '15	444.00
8809252	06/04/2015	Printed		E-0599	E4C ENTERPRISES, LLC	1/2 Marathon Expense, CC	3,645.00
8809253	06/04/2015	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Parks, Mar-Apr	22,949.04
8809254	06/04/2015	Printed		J-1052	JAVED, HUMZA	Mileage Reimb., Pub Wks, May	28.82
8809255	06/04/2015	Printed		M-1528	MEDLOCK, GEORGE	Contract Instr Svcs, Drumming	949.90
8809256	06/04/2015	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 5/26-6/22	83.16
8809257	06/04/2015	Printed		O-1525	OCCMA	Meeting Expense, Admin, Jun	45.00
8809258	06/04/2015	Printed		P-1826	POLITO, STEPHANIE	Mileage Reimb., CS, May	3.39
8809259	06/04/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	J. Perez, V# 2003441.002	500.00
8809260	06/04/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	LHHS, V# 2003442.002	500.00
8809261	06/04/2015	Printed		S-2219	SOUTH COUNTY OUTREACH	Share of Proceeds, 1/2 Maratho	500.00
8809262	06/04/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, May '15	2,272.26
8809263	06/08/2015	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Jun '15	593,992.68
8809264	06/11/2015	Printed		A-0233	ALISO CREEK PRINTING	Printing, Parking Permits, PW	1,833.84
8809265	06/11/2015	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 5/10-5/23	3,693.60
8809266	06/11/2015	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, May '15	13,412.50
8809267	06/11/2015	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure May	10,396.02
8809268	06/11/2015	Printed		B-0423	BLOUNT, ANDREW	Travel Reimb., May '15	705.52
8809269	06/11/2015	Printed		B-0411	BUCKNAM & ASSOCIATES, INC.	Update Pavement Mgmt System	5,011.28
8809270	06/11/2015	Printed		C-0412	C&D ELECTRIC, INC.	Marathon Expense, CS, May	1,229.00
8809271	06/11/2015	Printed		C-1178	C2 IMAGING	Printing Services, Engineering	79.63
8809272	06/11/2015	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims May	825.32
8809273	06/11/2015	Printed		C-1022	CDW GOVERNMENT, INC.	Maintenance, Printer, CS	80.00
8809274	06/11/2015	Printed		C-1159	CHANTARANGSU, DAVID	Travel Reimb., ICSC, May '15	6.87
8809275	06/11/2015	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Plan Chk, Bldg & Safety, Apr	21,772.47
8809276	06/11/2015	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Comp Office&Operating Supplies	921.02
8809277	06/11/2015	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Mar - May	10,997.88
8809278	06/11/2015	Printed		C-1182	CONTEMPORARY SERVICES CORP.	Security, Marathon, CS	738.15
8809279	06/11/2015	Printed		C-0363	COUNTY CLERK-RECORDER	Recording Fee, Encroach Agree	30.00
8809280	06/11/2015	Printed		D-0568	DANKO RESTAURANT GROUP, INC.	Program Expense, Marathon, CS	130.00
8809281	06/11/2015	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, May	602.19
8809282	06/11/2015	Printed		D-0491	DELL COMPUTER CORPORATION	Computer Hardware, PW	4,553.53
8809283	06/11/2015	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, May '15	88.10
8809284	06/11/2015	Printed		D-0569	DOS CHINOS, LLC	Program Expense, Marathon, CS	140.00
8809285	06/11/2015	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, May '15	23.92
8809286	06/11/2015	Printed		E-0544	ECONOLITE CONTROL PRODUCTS,INC	Maintenance Agreement, TC	3,982.50
8809287	06/11/2015	Printed		G-0821	G2 CONSTRUCTION INC.	Retention Release, CIP #412D	3,553.75
8809288	06/11/2015	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Parks, May	1,026.00
8809289	06/11/2015	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Professional Svcs, CIP # 239	3,401.30
8809290	06/11/2015	Printed		H-0953	HRDIRECT	Office Supplies, CH, Jun '15	69.99
8809291	06/11/2015	Printed		I-0964	INNOVATIVE PROMOTIONS	Program Expense, Marathon, CS	2,123.88
8809292	06/11/2015	Printed		I-0960	IRV SEAVER MOTORCYCLES	Motorcycle Maint, PS, May	53.25
8809293	06/11/2015	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Parks, May '15	155.17
8809294	06/11/2015	Printed		J-1057	JAMEY CLARK, INC.	Graffiti Patrol, PW, May	316.88
8809295	06/11/2015	Printed		J-1071	JCTEES.COM CORPORATION	Program Expense, Marathon, CS	683.01
8809296	06/11/2015	Printed		C-1007	LAW ENFORCEMENT	FingerprintID Sys & Comm Exp.	840.72

Check Register Report

Warrant Register 06/23/15

Date: 06/16/2015

Time: 1:19 pm

Page: 2

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8809297	06/11/2015	Printed		C-0448	LUCY, STEVEN	Program Expense, CS, 05-29-15	650.00
8809298	06/11/2015	Printed		C-0448	LUCY, STEVEN	Program Expense, CS, 06-26-15	500.00
8809300	06/11/2015	Printed		M-1513	MEEHAN, DANIEL	July 4th -Ticket Sales Change	500.00
8809301	06/11/2015	Printed		M-1565	MURRAY, LUCIE	Program Expense, Marathon, CS	250.00
8809302	06/11/2015	Printed		N-1484	NICHOLS CONSULTING	Professional Services, May '15	1,200.00
8809303	06/11/2015	Printed		N-1474	NIEVES LANDSCAPE, INC.	Monthly and Misc Landscape,Jun	75,788.05
8809304	06/11/2015	Printed		C-1008	NPDES	Watershed Monitoring,CIP#410	6,652.00
8809306	06/11/2015	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies, Jun	614.43
8809307	06/11/2015	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Remit, Fire Fees Collected,May	2,906.00
8809308	06/11/2015	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, May	1,957.50
8809309	06/11/2015	Printed		P-1823	PSB INTEGRATED MARKETING	City Views Summer Edition	7,395.00
8809310	06/11/2015	Printed		Q-1707	QUEST DIAGNOSTICS	Pre-employment Drug Testing	37.74
8809311	06/11/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	M. Alicea, V# 2003444.002	140.00
8809312	06/11/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	A. Gonzales, V# 2003443.002	250.00
8809313	06/11/2015	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	23,260.12
8809314	06/11/2015	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Parks, May '15	1,560.00
8809315	06/11/2015	Printed		S-2037	SADDLEBACK FAMILY &URGENT CARE	Pre-employ Physical, May '15	450.00
8809316	06/11/2015	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, May '15	13,921.53
8809317	06/11/2015	Printed		S-2211	SCARDERA, RONALD	Program Expense, Marathon, CS	475.00
8809318	06/11/2015	Printed		S-2194	SECURE LIVE SCAN	Pre-employment Fingerprinting	120.00
8809319	06/11/2015	Printed		S-2216	SOUTH COAST WATERS	Fac Maint, Water Feature, Jun	475.00
8809320	06/11/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, May '15	932.82
8809321	06/11/2015	Printed		S-2250	SPARKLETTS	Operating Supplies, CH, May	137.87
8809322	06/11/2015	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	479.50
8809323	06/11/2015	Printed		S-1980	STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting	192.00
8809324	06/11/2015	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, May '15	10,427.17
8809325	06/11/2015	Printed		T-2002	TAB PRODUCTS COMPANY	Office Supplies, City Clerk	406.55
8809326	06/11/2015	Printed		T-2694	THE CUT, LLC	Program Expense, Marathon, CS	210.00
8809327	06/11/2015	Printed		T-2695	THE VIKING TRUCK LLC	Program Expense, Marathon, CS	470.00
8809328	06/11/2015	Printed		U-2165	UNDERGROUND SERVICE ALERT	Street Maintenance,Apr-Jun	184.50
8809329	06/11/2015	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, May '15	2,048.90
8809330	06/11/2015	Printed		W-2300	WHITE, DONALD	Reimbursement, VISA charge	47.92
8809331	06/11/2015	Printed		X-2400	XEROX CORPORATION	Lease-Copier 1st, CH, Apr	709.65
8809332	06/11/2015	Printed		K-1195	MARCIA KATZ & ERIC V. TRAUT,	Settlement Agreement	10,000.00

Total Checks: 85

Checks Total (excluding void checks):

888,640.57

Total Payments: 85

Bank Total (excluding void checks):

888,640.57

Total Payments: 85

Grand Total (excluding void checks):

888,640.57



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: FIRST AMENDMENT TO AGREEMENT D11-066 TO FUND NUTRIENT, FECAL COLIFORM, AND TOXICS TOTAL MAXIMUM DAILY LOAD "TMDL" PROGRAMS IN THE NEWPORT BAY WATERSHED WITH THE COUNTY OF ORANGE AND OTHER AGENCIES IN THE NEWPORT BAY WATERSHED

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FIRST AMENDMENT TO AGREEMENT D11-066 TO FUND NUTRIENT, FECAL COLIFORM, AND TOXICS TOTAL MAXIMUM DAILY LOAD PROGRAMS IN THE NEWPORT BAY WATERSHED TO EXTEND THE TERM TO JUNE 30, 2018, AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.

SUMMARY:

Agreement D11-066, between the County of Orange, the City of Laguna Hills and a number of other agencies in the Newport Bay Watershed, was implemented to fund nutrient, fecal coliform, and toxics Total Maximum Daily Load (TMDL) studies in the Newport Bay Watershed (Watershed) to address requirements in the fourth-term National Pollutant Discharge Elimination System (NPDES) Permit. The Agreement was approved by the City Council effective June 26, 2012, and will expire on June 30, 2015, unless extended. If the Agreement is not extended, the City and watershed partners will not have a mechanism to fund TMDL-related work required under the terms of the NPDES Permit. The First Amendment to Agreement D11-066 extends the term of the Agreement to June 30, 2018. Approval of the Amendment is recommended.

BACKGROUND:

Newport Bay and its tributaries, including San Diego Creek and Peters Canyon Wash Channel, have been listed as impaired under the Federal Clean Water Act for nutrients, fecal coliform, metals and toxics, including selenium and pesticides. As a result of these listings, in March and December 1999, the Santa Ana Regional Water Quality Control Board (Regional Board) adopted TMDL limits for nutrients and fecal coliform within the

Newport Bay Watershed. In June 2002, the United States Environmental Protection Agency established several technical TMDLs for toxics within the Watershed, including metals, selenium, and pesticides. Some of the adopted TMDLs contain requirements for studies, monitoring and the development of programs to attain pollutant reduction targets over a multi-year period. These requirements are incorporated into the City's NPDES Permit issued by the Regional Board.

Agreement D99-128 created the basis for compliance with the adopted TMDLs and ensured that the costs of compliance are shared equitably among the parties within the Watershed. The City of Laguna Hills is an original participant in Agreement D99-128 along with the County of Orange, the Orange County Flood Control District, the Irvine Company, Irvine Ranch Water District, and the cities of Costa Mesa, Irvine, Laguna Woods, Lake Forest, Newport Beach, Orange, Santa Ana, and Tustin. Lennar Homes of California was added to the Agreement in 2006. Agreement D99-128 expired on June 30, 2012 and was replaced by Agreement D11-066, attached, with similar terms and responsibilities of the same parties.

Agreement D11-066 is scheduled to expire on June 30, 2015. Section 2 stipulates that the Agreement may be renewed for an additional three-year term running July 1, 2015 to June 30, 2018, with approval of the parties. The First Amendment, attached, extends the term of the Agreement to June 30, 2018. No other terms or conditions of the Agreement are affected. If the Agreement is not extended, the City and watershed partners will not have a mechanism to fund TMDL-related work required under the terms of the fourth-term NPDES permit. This may result in a violation of the fourth-term Permit.

FISCAL IMPACT:

The Agreement includes a cost sharing formula that establishes a percentage of the total budget to be paid by each of the participants. The City's cost share percentage remains the same through the term of the Agreement which is estimated to be less than \$10,000 per year. Funding for this work is included in the Fiscal Year 2014/2015 Water Quality/NPDES Budget.

ATTACHMENTS:

- Agreement D11-066
- First Amendment to Agreement D11-066

AGREEMENT TO FUND NUTRIENT, FECAL COLIFORM AND TOXICS TOTAL MAXIMUM DAILY LOAD ("TMDL") PROGRAMS IN THE NEWPORT BAY WATERSHED

THIS AGREEMENT, for purposes of identification numbered D11-066, referred to hereinafter as "AGREEMENT", is made and entered into this 26th day of JUNE, 2012, by and between the County of Orange ("COUNTY"), the Orange County Flood Control District ("DISTRICT"), the City of Costa Mesa ("COSTA MESA"), the City of Irvine ("IRVINE"), the City of Laguna Hills ("LAGUNA HILLS"), the City of Laguna Woods ("LAGUNA WOODS"), the City of Lake Forest ("LAKE FOREST"), the City of Newport Beach ("NEWPORT BEACH"), the City of Orange ("ORANGE"), the City of Santa Ana ("SANTA ANA"), the City of Tustin ("TUSTIN"), the Irvine Ranch Water District ("IRWD") and the Irvine Company ("TIC"), and Lennar Homes of California, Inc. ("LENNAR"). The fourteen entities are hereinafter sometimes jointly referred to as the "PARTIES" and individually as "PARTY." The cities are hereinafter sometimes jointly referred to as the "CITIES." The CITIES, COUNTY and DISTRICT are hereinafter sometimes jointly referred to as the "MUNICIPAL PARTIES." Thirteen entities (all entities except for LENNAR) are sometimes jointly referred to as the "ORIGINAL PARTIES."

WITNESSETH

WHEREAS, the California Regional Water Quality Control Board, Santa Ana Region ("REGIONAL BOARD") has adopted Resolution No. 98-9, as amended by Resolution No. 98-100 amending the Water Quality Control Plan for the Santa Ana River Basin to incorporate a Nutrient TMDL for the Newport Bay/San Diego Creek Watershed on April 17, 1998 and Resolution 99-10 amending the Water Quality Control Plan for the Santa Ana River Basin to incorporate a TMDL for Fecal Coliform in Newport Bay on April 9, 1999 pursuant to the provisions of section 303(d) of the Clean Water Act; and,

WHEREAS, the United States Environmental Protection Agency (USEPA) has established TMDLs for toxic pollutants, for San Diego Creek and Newport Bay, California on June 14, 2002, and the REGIONAL BOARD is developing implementation plans for each of the toxic pollutants; and,

WHEREAS, the adopted TMDLs contain requirements for studies, monitoring, and the development of programs to attain TMDL reduction targets over a multi-year period; and,

WHEREAS, these TMDLs are included in the National Pollutant Discharge Elimination System ("NPDES") Municipal Permit Order No. R8-2009-0030 that require a cooperative watershed program; and,

WHEREAS, the ORIGINAL PARTIES entered into Agreement No. D99-128 on September 18, 2003 and subsequent amendments on July 5, 2006, March 29, 2008 and July 8, 2010 to provide funding for the Nutrient, Fecal Coliform, and Toxics Total Maximum Daily Load (TMDL) studies in the Newport Bay Watershed; and,

WHEREAS, the PARTIES intend this AGREEMENT as a successor to Agreement No. D99-128 to provide for the performance of studies, research, monitoring, development and/or revision of programs related to the adopted TMDLs for nutrients, fecal coliform and toxics and current and future Clean Water Act §303(d) listings, as well as planning, permitting, design, construction, and maintenance of TMDL pilot projects ("PILOT PROJECTS"); and

WHEREAS, the PARTIES have reached agreement on a funding formula which is shown in Exhibit A; and

WHEREAS, in the event that long-term watershed funding is secured prior to AGREEMENT expiration, the PARTIES intend to amend the AGREEMENT to incorporate this funding through revised cost share allocations; and,

WHEREAS, it is recognized that regulatory compliance gained through the activities herein apply to all PARTIES equally, and

WHEREAS, it is recognized that additional compliance efforts may be necessary and the PARTIES may choose to fund projects under separate agreements; and

NOW, THEREFORE, in consideration of the foregoing, the PARTIES agree as follows:

Section 1. PURPOSE. This AGREEMENT is entered into for the purpose of funding and performing program activities related to the adopted TMDLs for nutrients, fecal coliform, and toxics and current and future Clean Water Act §303(d) listings in the Newport Bay Watershed.

Section 2. TERM. The term of this AGREEMENT shall commence upon approval and execution of this AGREEMENT by all PARTIES or July 1, 2012, whichever is later, and shall continue until June 30, 2015. The AGREEMENT may be renewed for an additional three (3) year term running July 1, 2015 to June 30, 2018 with approval of the PARTIES.

Section 3. PROGRAM WORK PLAN. The COUNTY shall work in concert with all PARTIES to develop a work plan for the following fiscal year. The work plan for the upcoming fiscal year shall be submitted to each of the PARTIES by December 15 of each year. The work plan may designate a PARTY as a lead other than the COUNTY for a work plan task(s).

Section 4. BUDGET AND COSTS. The COUNTY shall work in concert with all the PARTIES to develop a budget for the following fiscal year. Budgeted amounts for PILOT PROJECT(S) shall not exceed \$200,000 for all pilot projects in any one fiscal year. The budget for the upcoming fiscal year shall be submitted to each of the PARTIES by December 15 of each year. The budget shall contain an explanation of any recommended program changes, an estimate of all planned expenditures and an estimate of the payment required from each PARTY for the following fiscal year.

The COUNTY shall be entitled to charge to the program all costs for direct labor, materials, equipment, and outside contract services for costs associated with carrying out the approved scope of work. Recoverable costs will also include an overhead charge.

Section 5. WORK PLAN TASK LEAD REIMBURSEMENT. If a PARTY is designated as a task lead, upon written authorization from COUNTY, the PARTY shall invoice the COUNTY for authorized expenses up to the approved budget amount for the work plan task.

Section 6. APPROVALS AND ADJUSTMENTS. The PARTIES shall be permitted to review and approve the budget and program work plan for the forthcoming year, review work products, and provide direction for performance of the work plan. The PARTIES shall be notified of the intent to issue

contracts to perform the program work plan, shall be permitted to participate in the preparation and review of the scope of work for such contracts, and to serve on the committee evaluating consultant qualifications/proposals subject to the requirements of the County of Orange Contract Policy Manual. Criterion for approval of the work plan and budget shall be affirmative responses from PARTIES representing ninety percent (90%) of the Cost Share Percentage in Exhibit A and 12 of the 13 PARTIES. The COUNTY and DISTRICT will constitute one approving PARTY. Any PARTY not providing a response by July 15 of each year shall be considered as rendering an affirmative response.

Criterion for approval of adjustments to scopes of work shall be the same as for the approval of the work plan and budget.

Section 7. FUNDING COST SHARE ALLOCATIONS. Exhibit A, which is attached to this AGREEMENT and by this reference is made a part hereof, presents the funding formula and the fiscal year 2012-13 cost share percentages for the PARTIES. Land area calculations will be reviewed and revised as needed. A request for information documenting changes in land area will be made to the PARTIES each year by November 1.

Section 8. PAYMENTS. The COUNTY shall invoice each PARTY for its annual deposit at the beginning of each fiscal year. Each PARTY shall pay the deposit within 45 calendar days of the date of the invoice. Each PARTY'S deposit shall be based on its prorated share of the approved annual budget, reduced by the sum of (a) its prorated share of any surplus identified in the prior fiscal year end accounting, and (b) its prorated share of any funding provided for programs in the approved budget from entities not party to this AGREEMENT.

Interest earned on the PARTIES' deposits will not be paid to the PARTIES, but will be credited against the PARTIES' share of the program costs.

The COUNTY shall notify each of the PARTIES if it appears that costs may exceed the budget approved by the PARTIES in any fiscal year. The COUNTY shall prepare a fiscal year end accounting within 60 calendar days of the end of the fiscal year. If the fiscal year end accounting results in costs (net of interest earnings) exceeding the sum of the deposits, and the COUNTY has notified and obtained

approval from the PARTIES of potential cost overruns, the COUNTY shall seek approval of the excess cost from the PARTIES in the form of a revised budget and, upon approval, shall invoice each PARTY for its prorated share of the excess cost up to the amount of the revised approved budget. Each PARTY shall pay the billing within 45 calendar days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits will carry forward to reduce the billings for the following year. The fiscal year end accounting results and associated invoices for each PARTY will take into consideration any outside funding provided for programs in the approved budget from entities not party to this AGREEMENT.

Upon termination of the program, a final accounting shall be performed by the COUNTY. If costs remaining after the deduction of interest costs exceed the sum of the deposits, the COUNTY shall invoice each PARTY for its prorated share of the deficit. Each PARTY shall pay the invoice within 45 calendar days of the date of the invoice. If the sum of the deposits, including interest, exceeds the costs, the COUNTY shall reimburse to each PARTY its prorated share of the excess, within 45 calendar days of the final accounting.

Section 9. ADDITIONAL PARTIES. It is recognized that there may be other parties who wish to participate in and provide funding for the activities described in this AGREEMENT. Nothing in this AGREEMENT is intended to preclude additional participants being added by written amendment as parties to this AGREEMENT pursuant to Section 10. Cost allocations for the additional parties and PARTIES will be revised based on the funding formula in Exhibit A.

Section 10. AMENDMENT. This AGREEMENT may be amended in writing only with the unanimous written approval of the parties.

Section 11. LIABILITY. It is mutually understood and agreed that, merely by the virtue of entering into this AGREEMENT, each PARTY neither relinquishes any rights nor assumes any liabilities for its own actions or the actions of other PARTIES. It is the intent of the PARTIES that the rights and liabilities of each Party shall remain the same, while this AGREEMENT is in force, as it was before this AGREEMENT was made, except as otherwise specifically provided in this agreement.

Section 12. TERMINATION. Any PARTY wishing to terminate its participation in this AGREEMENT shall so notify all other PARTIES in writing by March 1 of any year. Such termination shall be effective the following June 30. The terminating PARTY shall be responsible for financial obligations hereunder to the extent incurred in accordance with this agreement by the PARTY prior to the effective date of termination. The balance of the PARTIES may continue in the performance of the terms and conditions of this AGREEMENT on the basis of a revised allocation of cost based on the funding formula in Exhibit A.

Section 13. AVAILABILITY OF FUNDS. The obligation of each PARTY is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the PARTIES to expend or as involving the PARTIES in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.

Section 14. NO THIRD PARTY BENEFICIARIES. Nothing expressed or mentioned in this AGREEMENT is intended or shall be construed to give any person, other than the PARTIES hereto and any entity in which a PARTY has a legal interest (such as, but not limited to, a limited liability membership interest or a partnership interest), and any permitted successors or assigns of a PARTY, any legal or equitable right, remedy or claim under or in respect of this AGREEMENT or any provisions herein contained. This AGREEMENT and any conditions and provisions hereof is intended to be and is for the sole and exclusive benefit of the PARTIES and the entities in which they have a legal interest and their successors or assigns and for the benefit of no other person, agency or entity.

Section 15. REFERENCE TO CALENDAR DAYS. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

Section 16. ATTORNEYS FEES. In any action or proceeding brought to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is asserted as a defense, each PARTY shall bear its own attorneys' fees and costs.

Section 17. ENTIRE AGREEMENT. This AGREEMENT is intended by the PARTIES as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement

and understanding of the PARTIES hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This AGREEMENT supersedes all prior agreements and understandings between the PARTIES with respect to such matter.

Section 18. SEVERABILITY. If any part of this AGREEMENT is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

Section 19. SUCCESSORS AND ASSIGNS. The terms and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their successors and assigns.

Section 20. NOTICES. All notices required or desired to be given under this AGREEMENT shall be in writing and (a) delivered personally, or (b) sent by certified mail, return receipt requested or (c) sent by electronic mail followed by a mailed copy, to the addresses specified below, provided each PARTY may change the address for notices by giving the other PARTIES at least ten (10) days written notice of the new address. Notices shall be deemed received when actually received in the office of the addressee or when delivery is refused, as shown on the receipt of the U.S. Postal service, or other person making the delivery, except that notices sent by electronic mail shall be deemed received on the first business day following transmission.

Director of Public Services
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200
Facsimile: (714) 754-5028

Director of Community Development
City of Irvine
P.O. Box 19578
Irvine, CA 92623-9578
Facsimile: (949) 724-6440

Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Facsimile: (949) 707-2633

Director of Community Development
City of Laguna Woods
24264 El Toro Road
Laguna Woods CA 92637
Facsimile: (949) 639-0591

Director of Public Works
City of Lake Forest
25550 Commercentre Dr. Suite 100
Lake Forest, CA 92630
Facsimile: (949) 461-3511

Director of Public Works
City of Newport Beach
3300 Newport Blvd.
Newport Beach, CA 92658
Facsimile: (949) 718-1840

Director of Public Works
City of Orange
300 E. Chapman Ave
Orange, CA 92866
Facsimile: (714) 744-5573

Director of Public Works
City of Santa Ana
101 W. 4th St.
Santa Ana, CA 92701
Facsimile: (714) 647-5635

Director of Public Works
City of Tustin
300 Centennial Way
Tustin, CA 92780
Facsimile: (714) 734-8991

Director, OC Public Works
County of Orange
300 N. Flower Street
Santa Ana, CA 92702-4048
Facsimile: (714) 834-2395

Director, Water Quality
Irvine Ranch Water District
3512 Michelson Drive
Irvine, CA 92712
Facsimile: (949) 453-1228

Vice President of Environmental Affairs
The Irvine Company
550 Newport Center

Newport Beach, CA 92658-8904
Facsimile: (949) 720-2448

Vice President of Community Development
Lennar
25 Enterprise, Ste 300
Aliso Viejo, CA 92656
Facsimile: (949) 349-0394

Section 21. EXECUTION OF AGREEMENT. This AGREEMENT may be executed in counterpart and the signed counterparts shall constitute a single instrument.

Section 22. GOVERNING LAW AND VENUE. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the PARTIES have specifically agreed, as part of the consideration given and received for entering into this AGREEMENT, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394 or any other provision of law.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first above written:

COUNTY OF ORANGE,
a political subdivision of the State of
California

Date: 6-26-12

By:
Chairman of the Board of Supervisors

ORANGE COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By:
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD.

Date: 6-26-12

By:
Susan Novak
Clerk of the Board of Supervisors of
Orange County, California



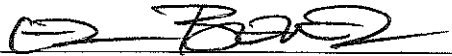
APPROVED AS TO FORM
COUNTY COUNSEL

By:
Deputy

Date: 5/22/2012

CITY OF COSTA MESA

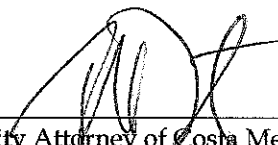
Date: 7-20-12

By: 
Mayor

APPROVED AS TO FORM:

ATTEST:


City Clerk


City Attorney of Costa Mesa

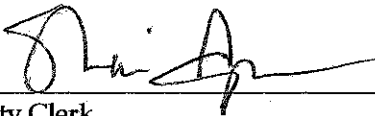
CITY OF IRVINE

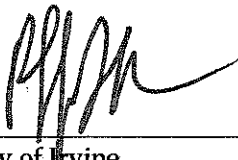
Date: 7-3-12

By: 
Mayor

APPROVED AS TO FORM:

ATTEST:


City Clerk


City Attorney of Irvine

CITY OF LAGUNA HILLS

Date: June 12, 2012

By: Melody Carruth
Melody Carruth
Mayor

APPROVED AS TO FORM:

ATTEST:

Peggy J. Johns
Peggy J. Johns
City Clerk

Gregory E. Simonian
Gregory E. Simonian
City Attorney of Laguna Hills

CITY OF LAGUNA WOODS

Date: 6-18-12

By: Cynthia S. Connors
Cynthia S. Connors, Mayor

APPROVED AS TO FORM:

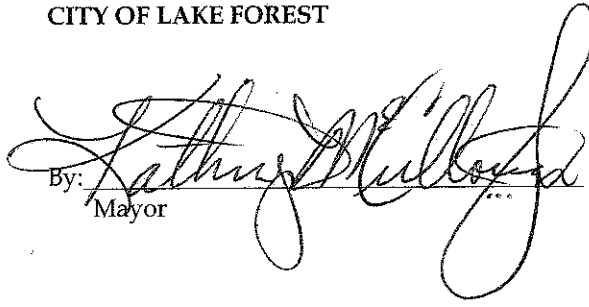
ATTEST:

Yolie Trippy
Yolie Trippy, Deputy City Clerk

David B. Cosgrove
David B. Cosgrove, City Attorney of Laguna Woods

CITY OF LAKE FOREST

Date: 6-19-2012

By: 
Mayor

APPROVED AS TO FORM:

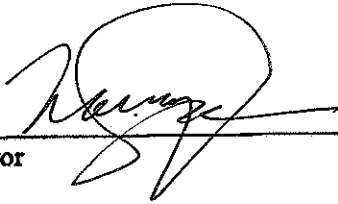
ATTEST:


City Clerk


City Attorney of Lake Forest

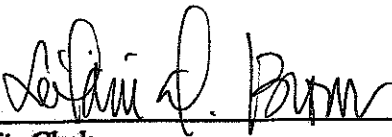
CITY OF NEWPORT BEACH

Date: 7/26/12

By: 
Mayor

APPROVED AS TO FORM:

ATTEST:

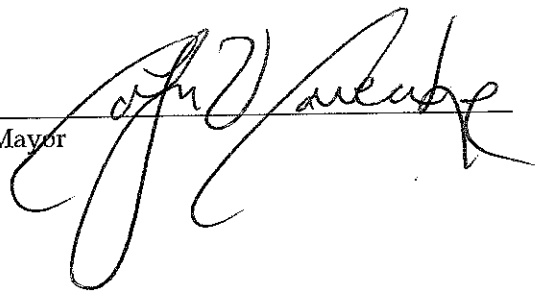

City Clerk


City Attorney of Newport Beach



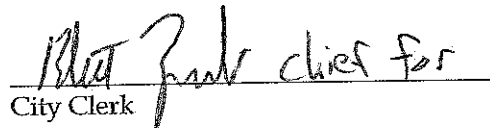
CITY OF ORANGE

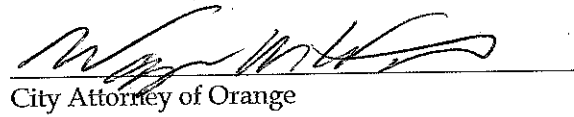
Date: 7-3-12

By: 
Mayor

APPROVED AS TO FORM:

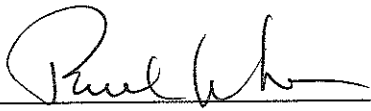
ATTEST:

 chief for
City Clerk


City Attorney of Orange

CITY OF SANTA ANA

Date: JUL 18 2012

By: 
Paul M. Walters
City Manager

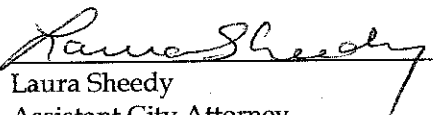
ATTEST:


Maria D. Huizar
Clerk of the Council

RECOMMENDED FOR APPROVAL:

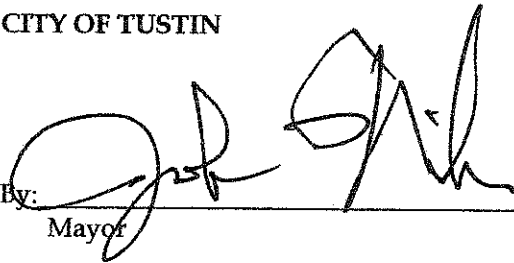

Raul Godinez, II
Executive Director - PWA

APPROVED AS TO FORM:


Laura Sheedy
Assistant City Attorney

CITY OF TUSTIN

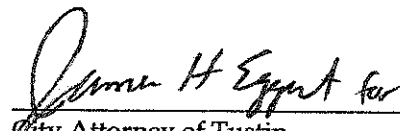
Date: 7-17-12

By: 
Mayor

APPROVED AS TO FORM:

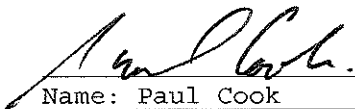
ATTEST:


City Clerk


City Attorney of Tustin

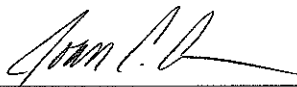
IRVINE RANCH WATER DISTRICT

Date: 26 Jun 2012

By: 
Name: Paul Cook
Title: General Manager

APPROVED AS TO FORM:

Date: 6-20-12

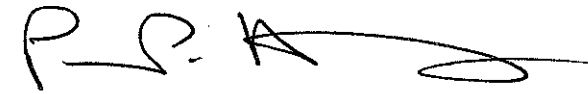
By: 
Legal Counsel - IRWD

THE IRVINE COMPANY

Date: 6/15/12

By: 
Name: Kristine Floyd
Title: Vice President and
Associate General Counsel

Date: 6/15/12

By: 
Name: Paul P. Hernandez
Title: Vice President
Government Relations

Lennar Homes of California, Inc.
A California corporation

Date: 6-6-12

By:

Name:  John Baayoun

Title: Vice President

EXHIBIT A
FUNDING FORMULA AND FISCAL 2012-13 COST SHARE PERCENTAGES

JURISDICTION	TOTAL SQUARE MILES ¹	SQ. MILES WITHIN WATERSHED ¹	NET LAND AREA ²	PERCENTAGE OF CITY LAND AREA IN WATERSHED ³	TOTAL POPULATION ⁴	ESTIMATED POPULATION IN WATERSHED ⁵	WEIGHTED LAND AREA & POPULATION SHARE ⁶	WEIGHTED NET LAND AREA SHARE ⁷	FISCAL YEAR 2012-13 COST SHARE PERCENTAGES ⁸
Costa Mesa	15.83	7.65	7.54	48.33	110,146	53,229	2.22	2.06	4.28
County of Orange	175.23	16.68	14.25	9.52	121,488	11,564	3.16	3.89	7.05
Irvine	65.98	65.80	50.82	99.73	219,156	218,558	12.58	13.89	26.46
Laguna Hills	6.64	1.18	1.16	17.77	30,410	5,404	0.27	0.32	0.59
Laguna Woods	3.31	1.88	1.88	56.80	16,224	9,215	0.45	0.51	0.96
Lake Forest	16.78	11.58	9.18	69.01	77,490	53,476	2.68	2.51	5.19
Newport Beach	24.74	17.63	14.58	71.26	85,376	60,840	3.56	3.98	7.55
Orange	25.78	1.88	1.73	7.29	136,995	9,990	0.47	0.47	0.94
Santa Ana	27.35	16.40	16.17	59.96	325,228	195,018	6.35	4.42	10.77
Tustin	11.14	11.14	10.49	100.00	75,781	75,781	3.19	2.87	6.06
OCFC District	---	---	---	---	---	---	---	---	10.00
IRWD	---	---	---	---	---	---	---	---	10.00
Irvine Co.	---	---	---	---	---	---	---	---	10.00
Lennar	---	---	---	---	---	---	---	---	0.15
	355.49	151.82	127.80	---	1,198,294	693,076	34.925	34.925	100.00

¹ Source: OC Public Works, OC Survey Section May 2011

² NET LAND AREA = Square miles within Watershed-Extractions for NPDES, Federal, State, County, IRWD, Irvine Company and Lennar

³ PERCENTAGE OF CITY LAND AREA IN WATERSHED = Square miles within Watershed/Total Square Miles * 100

⁴ Source: State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percentage Change (May 2011 as updated)

⁵ ESTIMATED POPULATION IN WATERSHED = Total Population * Percentage of City Land Area in Watershed/100

⁶ WEIGHTED LAND AREA & POPULATION SHARE = ((Square Miles within Watershed/Total Square Miles of Watershed)*0.5) + ((Estimated Population in Watershed/Total Estimated Population in Watershed)*0.5) x 34.925

⁷ WEIGHTED NET LAND AREA SHARE = Net Land Area/Total Net Land Area * 34.925

⁸ COST SHARE PERCENTAGE = Weighted Land Area & Population Share + Weighted Net Land Area Share

**FIRST AMENDMENT TO AGREEMENT TO FUND NUTRIENT, FECAL COLIFORM AND TOXICS
TOTAL MAXIMUM DAILY LOAD ("TMDL") PROGRAMS IN THE NEWPORT BAY WATERSHED**

This first amendment ("**Amendment**") to the Agreement No. D11-066 ("**Agreement**") is made and entered into this ____ day of____, 2015 by and between the County of Orange ("**County**"), the Orange County Flood Control District ("**District**"), the City of Costa Mesa ("**Costa Mesa**"), the City of Irvine ("**Irvine**"), the City of Laguna Hills ("**Laguna Hills**"), the City of Laguna Woods ("**Laguna Woods**"), the City of Lake Forest ("**Lake Forest**"), the City of Newport Beach ("**Newport Beach**"), the City of Orange ("**Orange**"), the City of Santa Ana ("**Santa Ana**"), the City of Tustin ("**Tustin**"), the Irvine Ranch Water District ("**IRWD**"), Irvine Company ("**TIC**"), and Lennar Homes of California, Inc. ("**Lennar**"). The fourteen entities are sometimes referred to individually as "Party" or collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into the Agreement on June 26, 2012 for a three year period through June 30, 2015 to provide funding for the Nutrient, Fecal Coliform and Toxics TMDL programs in the Newport Bay Watershed;

WHEREAS, Section 2 of the Agreement states that "(T)he AGREEMENT may be renewed for an additional three (3) years running July 1, 2015 to June 30, 2018 with approval of the PARTIES"; and

WHEREAS, the Parties, through this Amendment, now desire to renew the Agreement for three (3) additional years until June 30, 2018.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term. The term of Agreement shall be renewed for a period of three (3) years running July 1, 2015 to June 30, 2018.
2. Capitalized Terms. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

3. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
4. Full Force. Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

COUNTY OF ORANGE,
a political subdivision of the State of
California

Date: _____

By _____

Chairman of the Board of Supervisors
County of Orange, California

ORANGE COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By: _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD PER G.C. Sec 25103, Reso 79-
1535

Attest:

Date: _____

By _____

Robin Stieler
Interim Clerk of the Board
County of Orange, California

APPROVED AS TO FORM
COUNTY COUNSEL

By _____
Deputy

Date: _____

CITY OF COSTA MESA

Date:_____

By:_____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Costa Mesa

CITY OF IRVINE

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Irvine

CITY OF LAGUNA HILLS

Date:_____

By:_____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Laguna Hills

CITY OF LAGUNA WOODS

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Laguna Woods

CITY OF LAKE FOREST

Date:_____

By:_____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Lake Forest

CITY OF NEWPORT BEACH

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Newport Beach

CITY OF ORANGE

Date:_____

By:_____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Orange

CITY OF SANTA ANA

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Santa Ana

CITY OF TUSTIN

Date:_____

By:_____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Tustin

THE IRVINE RANCH WATER DISTRICT

Date:_____

By: _____

Name:_____

Title:_____

Date:_____

By: _____

Name:_____

Title:_____

IRVINE COMPANY

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Lennar Homes of California,

Date:_____

By: _____

Name:_____

Title:_____

Date:_____

By: _____

Name:_____

Title:_____



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD, P.E.
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, INCLUDING THE SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM, 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 OCTA by June 30th of each calendar year. The City remains in compliance with all requirements of M2 and City Council is requested to approve the compliance submittal documents and adopt the 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. The Measure M2 package for 2014/2015 requires the following:

- Provide an adopted Seven-Year Capital Improvement Program.
- Complete the Measure M Eligibility Checklist.
- Complete the Congestion Management Program Checklist.
- Demonstrate continued funding of street maintenance at the Maintenance of Effort level assigned to the City.
- Submit a letter outlining land use planning strategies/policies that accommodate transit and non-motorized transportation.
- 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.
- 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.

Submitted for City Council approval, as attachments to this report, are the following documents: (1) the seven-year Capital Improvement Program based upon the City's adopted Budget with an extension to year seven; (2) the Maintenance of Effort Reporting Form; (3) the Measure M2 Eligibility Checklist; (4) the Congestion Management Program Checklist, (collectively the Compliance Submittal); and (3) 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. The City is in compliance with all requirements of Renewed Measure M and the approval of the above-described documents will maintain the City's eligibility for turnback funds.

FISCAL IMPACT:

Renewed Measure M turnback funds represent approximately \$500,000 of annual funding utilized for street maintenance purposes. Failure to remain eligible for Measure M funds would put these funds in jeopardy.

ATTACHMENTS:

- Resolution
- Seven-Year Capital Improvement Program
- Measure M Eligibility Checklist; Congestion Management Program Checklist
- Maintenance of Effort Reporting Form
- Street Network Map

RESOLUTION NO. 2015-06-23-X

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 contained in the 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 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 MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Year 2014-2015; 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 2014-2015.

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 23rd day of June 2015.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2015-06-23- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 23rd day of June 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 16-17

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

Project Number: n/a

Type of Work: Administration

Additional TOW: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$730,000	\$748,360	
		\$730,000	\$748,360	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	Estimated Cost	Projected Cost
E	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$680,000	\$0	\$0	\$0	\$0	\$0	\$680,000	\$698,360
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$730,000	\$0	\$0	\$0	\$0	\$0	\$730,000	\$ 748,360

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 18-19

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

Project Number: n/a

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	\$1,800,000	\$1,941,451	
		\$1,800,000	\$1,941,451	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$1,841,451
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$1,800,000	\$ 1,941,451

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 20-21

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

Project Number: n/a

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	\$2,156,481	
		\$1,900,000	\$2,156,481	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$2,056,481
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$1,900,000	\$0	\$1,900,000	\$ 2,156,481

Agency: Laguna Hills

Project Name: Arterial Highway Pavement Maintenance -
Various locations CIP 175

Project Limits: various locations

Project Number: n/a

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: Pavement and Concrete repairs

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	60.63	\$770,000	\$789,153	
Other	39.37	\$500,000	\$512,437	RSTP Federal Map-21
		\$1,270,000	\$1,301,590	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	Estimated Cost	Projected Cost
E	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$1,170,000	\$0	\$0	\$0	\$0	\$0	\$1,170,000	\$1,201,590
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$100,000	\$1,170,000	\$0	\$0	\$0	\$0	\$0	\$1,270,000	\$ 1,301,590

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

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.

Project Number:

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	\$959,336	
		\$825,000	\$959,336	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$909,336
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$825,000	\$825,000	\$ 959,336

Agency: Laguna Hills

Project Name: Cabot Road Bioswale project

Project Limits: Cabot Road e/s 500' n/o Paseo De Valencia

Project Number: 14-LHLL-ECP-3733

Type of Work: Environmental Cleanup

Additional TOW: Bioswales and Bioretention systems

Project Description: Construction to bioswales to reduce pollutant loads from urban runoff

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	30.00	\$75,300	\$75,300	
M2 ECP Tier II	70.00	\$175,700	\$175,700	
		\$251,000	\$251,000	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$251,000	\$0	\$0	\$0	\$0	\$0	\$0	\$251,000	\$251,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$251,000	\$0	\$0	\$0	\$0	\$0	\$0	\$251,000	\$ 251,000

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

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

Project Number:

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	\$1,078,403	
		\$925,000	\$1,078,403	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$1,038,403
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$925,000	\$925,000	\$ 1,078,403

Agency: Laguna Hills

Project Name: Cabot Road Widening Project

Project Limits: La Paz Road to Paseo De Valencia

Project Number: CIP 139

Type of Work: Road Widening

Additional TOW: Widen width of existing traffic lanes

Project Description: Road widening

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,150,000	\$3,650,943	
		\$3,150,000	\$3,650,943	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$260,000	\$260,000	\$260,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000	\$1,173,337
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,890,000	\$1,890,000	\$2,217,606
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$3,150,000	\$3,150,000	\$ 3,650,943

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

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 to Camplain Rd.

Project Number: 170

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 Fund	15.40	\$87,000	\$88,621	
ATP	84.60	\$478,000	\$486,909	
		\$565,000	\$575,530	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	Estimated Cost	Projected Cost
E	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
R	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
C/I	\$0	\$390,000	\$0	\$0	\$0	\$0	\$0	\$390,000	\$400,530
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$175,000	\$390,000	\$0	\$0	\$0	\$0	\$0	\$565,000	\$ 575,530

Agency: Laguna Hills

Project Name: La Paz Road Widening

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

Project Number:

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	\$1,684,005	
		\$1,450,000	\$1,684,005	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$704,002
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000	\$880,003
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,450,000	\$1,450,000	\$ 1,684,005

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

Agency: Laguna Hills

Project Name: Laguna Hills Catch Basin Debris Gates

Project Limits: City wide

Project Number: 12-LHLL-ECP-3627

Type of Work: Environmental Cleanup

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 Fund	100.00	\$17,500	\$17,500	
		\$17,500	\$17,500	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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

Agency: Laguna Hills

Project Name: Laguna Hills Debris Gates Phase III

Project Limits: City Wide

Project Number: 13-LHLL-ECP-3689

Type of Work: Environmental Cleanup

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 Fund	100.00	\$17,500	\$17,500	
		\$17,500	\$17,500	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

Agency: Laguna Hills

Project Name: Laguna Hills Debris Gates Project

Project Limits: Various

Project Number: 11-LHLL-ECP-3576

Type of Work: Environmental Cleanup

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 Fund	100.00	\$21,000	\$21,000	
		\$21,000	\$21,000	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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

Agency: Laguna Hills

Project Name: Laguna Hills Debris Gates Project Phase IV

Project Limits: City wide

Project Number: 14-LHLL-ECP-3758

Type of Work: Environmental Cleanup

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 Fund	100.00	\$17,500	\$17,500	
		\$17,500	\$17,500	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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

Seven Year Capital Improvement Program (Sorted by Project Name) Fiscal Years 2015/2016 through 2021/2022

Agency: Laguna Hills

Project Name: Lake Forest Drive Pavement Rehab

Project Limits: Lake Forest Drive from east city limits to west city limits

Project Number:

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	\$1,395,004	
		\$1,200,000	\$1,395,004	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$1,320,004
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,000	\$1,200,000	\$ 1,395,004

Agency: Laguna Hills

Project Name: Los Alisos Pavement Rehabilitation

Project Limits: Los Alisos Blvd. from Paseo De Valencia to I-5 (City boundary)

Project Number:

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	\$699,669	
		\$600,000	\$699,669	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$674,669
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000	\$ 699,669

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

Agency: Laguna Hills

Project Name: Oso Parkway Pavement Rehab

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

Project Number:

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	\$1,650,000	\$1,918,672	
		\$1,650,000	\$1,918,672	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$1,550,000	\$1,550,000	\$1,818,672
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650,000	\$1,650,000	\$ 1,918,672

Agency: Laguna Hills

Project Name: Paseo De Valencia Pavement Rehabilitation

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

Project Number:

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	\$670,335	
		\$575,000	\$670,335	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$645,335
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$575,000	\$575,000	\$ 670,335

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

Agency: Laguna Hills

Project Name: Paseo De Valencia Widening

Project Limits: Paseo De Valencia from El Toro Road to Laguna Hills Drive

Project Number: n/a

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
M2 ACE	4.55	\$300,000	\$344,910	
Impact Fees	1.52	\$100,000	\$114,970	CARITS
Unfunded	93.94	\$6,200,000	\$7,128,139	
		\$6,600,000	\$7,588,019	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	Estimated Cost	Projected Cost
E	\$0	\$400,000	\$0	\$0	\$0	\$0	\$500,000	\$900,000	\$900,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$586,668
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200,000	\$5,200,000	\$6,101,351
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$400,000	\$0	\$0	\$0	\$0	\$6,200,000	\$6,600,000	\$ 7,588,019

Agency: Laguna Hills

Project Name: Public Works Maintenance and Operations

Project Limits: Throughout the City

Project Number: n/a

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	100.00	\$4,291,052	\$4,676,494	
		\$4,291,052	\$4,676,494	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$550,000	\$550,000	\$577,500	\$606,375	\$636,694	\$668,528	\$701,955	\$4,291,052	\$4,676,494
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$550,000	\$550,000	\$577,500	\$606,375	\$636,694	\$668,528	\$701,955	\$4,291,052	\$ 4,676,494

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

Agency: Laguna Hills

Project Name: Ridge Route Drive Pavement Rehabilitation West segment

Project Limits: Ridge Route Drive from Santa Vittoria to Moulton Parkway

Project Number:

Type of Work: Road Maintenance

Additional TOW: Rehabilitation of roadway

Project Description: Pavement rehab of Ridge Route Drive to include pavement removals/rehabilitation, curb and gutter repairs, access ramp construction, asphalt concrete overlay, striping and traffic loops.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$700,000	\$812,669	
		\$700,000	\$812,669	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$650,000	\$650,000	\$762,669
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$700,000	\$ 812,669

Agency: Laguna Hills

Project Name: South Moulton Pavement Rehab

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

Project Number:

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	\$1,575,000	\$1,835,005	
		\$1,575,000	\$1,835,005	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$1,500,000	\$1,500,000	\$1,760,005
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,575,000	\$1,575,000	\$ 1,835,005

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2015/2016 through 2021/2022

Agency: Laguna Hills

Project Name: Traffic Signal Improvements/Coordination Projects

Project Limits: Alicia Parkway in the City limits

Project Number: CIP 168

Type of Work: Traffic Signals

Additional TOW: Coordinate signals within project limits

Project Description: Interconnection of traffic signals

<u>FUND NAME</u>	<u>PERCENT</u>	<u>ESTIMATED COST</u>	<u>PROJECTED COST</u>	<u>NOTES</u>
Impact Fees	100.00	\$40,000	\$40,000	CARITS
		\$40,000	\$40,000	

Project Phase	15/16	16/17	17/18	18/19	19/20	20/21	21/22	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	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$ 40,000



Appendix D: Eligibility Checklist

Supplanting of Developer Commitments	YES	NO	N/A
9. Has your jurisdiction insured they have not supplanted developer commitments for transportation projects and funding with Measure M funds?	☒	☐	

Mitigation Fee Program	YES	NO	N/A
10. Does your jurisdiction currently have a defined development impact mitigation fee program in place?	☒	☐	☐
a. If you answered yes to question 10, have you included a copy of your current impact fee schedule; or	☒	☐	☐
b. If you answered yes to question 10, have you provided OCTA with a copy of your mitigation fee nexus study; or	☒	☐	☐
c. If you answered yes to question 10, have you included a copy of your council approved policy; or	☒	☐	☐
d. If you answered yes to question 10, have you provided OCTA with a copy of your council resolution approving the mitigation fee program? LHMC 9-102	☒	☐	☐

Planning Strategies	YES	NO	N/A
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?	☒	☐	

Traffic Forums	YES	NO	N/A
13. Did representatives of your jurisdiction participate in the regional traffic forum(s)?	☒	☐	
a. If you answered yes, provide date of attendance: 10/02/14 & 02/10/15			

Congestion Management Program	YES	NO	N/A
14. Has your jurisdiction completed the required CMP checklist? (Appendix C)	☒	☐	☐

Submitted By:

Kenneth H. Rosenfield

Name (Print)

Signature

Director of Public Services

Title

City of Laguna Hills

Jurisdiction

Date

krosenfield@ci.laguna-hills.ca.us

Contact E-mail



Appendix D: Eligibility Checklist

Responsibility: Cities, County

Jurisdiction:	City of Laguna Hills
---------------	----------------------

Capital Improvement Program	YES	NO	N/A
1. Did you submit your draft Renewed Measure M seven-year Capital Improvement Program (CIP) to OCTA by June 30?	☒	☐	
a. Did you utilize the required Web Smart CIP?	☒	☐	
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>June 23, 2015</u> (Must be prior to July 31)			

Maintenance of Effort	YES	NO	N/A
2. Did you submit your Maintenance of Effort certification form (Appendix I) and supporting budget documentation to OCTA by June 30?	☒	☐	
a. Did you use the Maintenance of Effort Reporting Form included in the M2 Eligibility Guidelines?	☒	☐	

Pavement Management Program (PMP)	YES	NO	N/A
3. Are you required to submit a PMP update to OCTA for this eligibility cycle? (Refer to Exhibit 3 for local agency PMP submittal schedule) If you are not required to submit a PMP update, check N/A.	☐	☒	☐
a. If yes, did you use the current PMP Certification form (Appendix F)?	☐	☐	☒
b. If yes, is the PMP consistent with the OCTA Countywide Pavement Management Program?	☐	☐	☒
4. If you answered "no" or "n/a" 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 with the Regional Traffic Signal Synchronization Master Plan?	☒	☐	☐

Time Limits For Use of Net Revenues	YES	NO	N/A
8. Has your jurisdiction observed the time limits for the use of net revenues over the last year per the requirements outlined in the ordinance?	☒	☐	



Appendix C: Congestion Management Program (CMP) Checklist

CMP Monitoring Checklist: Level of Service			
Jurisdiction:	City of Laguna Hills		
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 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



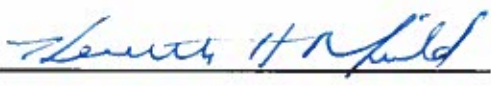
Appendix C: Congestion Management Program (CMP) Checklist

CMP Monitoring Checklist: Deficiency Plans			
Jurisdiction:	City of Laguna Hills		
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 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 REMAING 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?	☐	☐	☐
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)?	☐	☐	☐

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 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



Appendix C: Congestion Management Program (CMP) Checklist

CMP Monitoring Checklist: Deficiency Plans (cont.)			
Jurisdiction:	City of Laguna Hills		
CMP Checklist	YES	NO	N/A
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>			



Appendix C: **Congestion Management Program (CMP) Checklist**



Appendix C: Congestion Management Program (CMP) Checklist

CMP Monitoring Checklist: Land Use Coordination			
Jurisdiction: City of Laguna Hills			
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 CHECKED "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?	☐	☐	☐
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/pdf/cmppremanual.pdf)?	☐	☐	☐
Additional Comments:			
I certify that the information contained in this checklist is true.			
Signature: <u><i>[Signature]</i></u>			
Title: <u>City of Laguna Hills</u>			

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



Appendix C: **Congestion Management Program (CMP) Checklist**



Appendix C: Congestion Management Program (CMP) Checklist

CMP Monitoring Checklist: Capital Improvement Program			
Jurisdiction:	City of Laguna Hills		
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 Web Smart CIP provided by the OCTA used to prepare the CMP CIP?	☒	☐	☐
Additional Comments:			
I certify that the information contained in this checklist is true.			
Signature: <u></u>			
Title: <u>City of Laguna Hills</u>			



Appendix I: Maintenance of Effort Reporting Form

Jurisdiction: Laguna Hills

Type of GENERAL FUND Transportation Expenditures:

Please attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Street Sweeping	\$ 135,000.00
Signal Maintenance Contract	\$ 125,000.00
Utilities	\$ 410,000.00
Personnel	\$ 156,030.00
Miscellaneous contract and other maintenance	\$ 280,000.00
Subtotal Maintenance	\$ 1,106,030.00

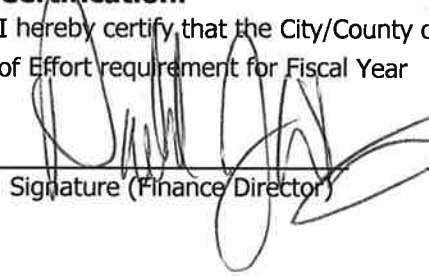
CONSTRUCTION	Total Expenditure
Streets, Signals, and Lighting	\$ 3,079,000.00
Streetscape	\$ 25,000.00
Flood Control	\$ 515,000.00
Subtotal Construction	\$ 3,619,000.00

ADMINISTRATIVE/OTHER	Total Expenditure
Operating Expenditures	\$ 12,900.00
Subtotal Administration/Other	\$ 12,900.00

Total General Fund Transportation Expenditures	\$ 4,737,930.00
(Less Total MOE Exclusions*)	3,282,000.00
MOE Expenditures	\$ 1,455,930.00
MOE Benchmark Requirement	\$ 269,339.00
(Shortfall) / Surplus	\$ 1,186,591.00

Certification:

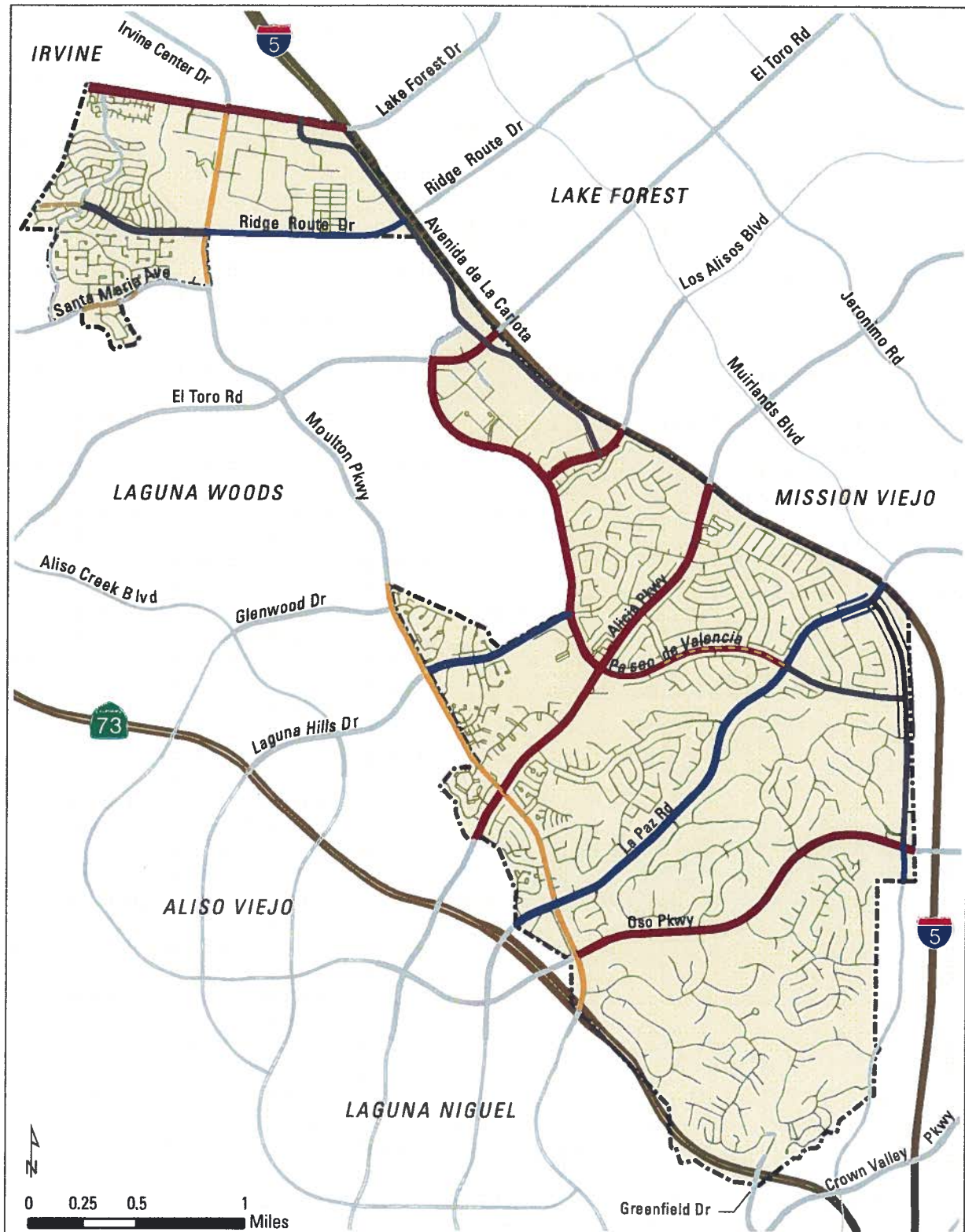
I hereby certify that the City/County of Laguna Hills has budgeted and will meet the Maintenance of Effort requirement for Fiscal Year 2015-2016.



Signature (Finance Director) Assistant City Manager
Title

6/8/2015

Date



Major
 Primary
 Secondary
 Smart Arterial
 Augmented Primary
 Augmented Secondary

Major Streets
 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 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: BRUCE E. CHANNING
CITY MANAGER

ISSUE: EMPLOYMENT CLASSIFICATIONS, SALARY RANGES, AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REGARDING EMPLOYMENT AND ESTABLISHING SALARY RANGES AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY AND RESCINDING RESOLUTION NO. 2013-09-10-1."

SUMMARY:

It has been the City's practice to adopt a Salary and Benefits Resolution in conjunction with the adoption of the Biennial Budget to govern salary and benefits for the two-year budget cycle in a manner consistent with the adopted budget. The proposed Resolution covers management, confidential, and part-time classes of employment ("uncovered employees"). All other employees are covered by the Memorandum of Understanding (MOU) between the City and the Laguna Hills City Employees Association, which will expire on June 30, 2016. This year, the proposed Resolution is different in that it only covers the first fiscal year of the two-year budget cycle to coincide with the expiration of the current three-year MOU. A new Resolution will be required next year to cover the 2016/2017 Fiscal Year.

BACKGROUND:

Two years ago, the City Council gave direction to staff to prepare a resolution for uncovered employees that essentially mirrored the following terms in the MOU for covered employees:

- Salary Ranges should be set at 5% above comparator agencies' average.

- Salaries will annually increase a minimum of 3.5% to a maximum of 5% based on a survey of comparator agencies.
- Beginning July 1, 2013, employees will pay 0.75% toward the City's normal cost rate of its pension program with PERS. This amount will increase to 1.5% on July 1, 2014, and to 2.25% on July 1, 2015.
- Beginning January 1, 2014, employees will share in future increases in medical insurance premiums with the increase being shared 50-50 between the City and employees up to a maximum of 4% annually for employees.

Resolution No. 2013-09-10-1, which has governed salary and benefits for the current budget cycle for uncovered employees, included the above terms. The only difference is that uncovered employees are compared with all Orange County cities and not just the 17 agreed upon comparator agencies. It should be noted that for 2014/2015, all management and confidential employees received the minimum 3.5% increase. The matter at hand is that the current Resolution effectively expires on June 30, 2015, and the MOU expires on June 30, 2016. The MOU also requires the City to conduct a comprehensive compensation study this next fiscal year to provide a framework for negotiations for the next MOU term. It is anticipated that this study will also include management and confidential classes of employment, as before. Therefore, in an effort to continue the Council's direction two years ago, staff is proposing a Resolution for 2015/2016 that will embody the same terms listed above. Based on a survey of comparable positions with the comparator agencies, staff is proposing the minimum 3.5% increase for all full-time, management, and confidential employees along with the increased PERS contribution and sharing in medical insurance cost increases by these employees. No increases are proposed for part-time staff. A second resolution for 2016/2017 will be necessary and it is staff's expectation that it, like the new MOU, will be based on the updated comprehensive compensation study.

In addition, there is one other new provision in the proposed Resolution, which can be found in paragraph V.E on Page 5. This new provision provides sick leave to part-time employees in compliance with the State of California's "Healthy Workplaces, Healthy Families Act of 2014" (AB 1522).

FISCAL IMPACT:

All expenditures associated with the attached Resolution are included in the first year of the proposed 2015-2017 Biennial Budget.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2015-06-23-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REGARDING EMPLOYMENT AND ESTABLISHING SALARY RANGES AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY AND RESCINDING RESOLUTION NO. 2013-09-10-1.

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 the official plan of compensation for the City for positions defined as management, confidential, and part-time in the Employer-Employee Relations Resolution No. 2012-02-14-3. The plan of compensation for all other employees is set forth in the current Memorandum of Understanding between the City and the Laguna Hills City Employees Association. In addition, insurance benefits for elected officials are established in Section 3, Paragraph II.

SECTION 2. The following salary ranges are assigned to the classes of employment, which are hereby designated as management, confidential, and part-time for fiscal year 2015-2016. Unless specified otherwise herein, the provisions of this Resolution only apply to the following classifications:

FULL-TIME POSITIONS – CONFIDENTIAL	MONTHLY RANGE	
Administrative Assistant –City Manager (1)	\$5,757	\$6,997

FULL-TIME POSITIONS – MANAGEMENT		
Assistant City Manager (1)	\$14,903	\$18,114
Assistant to the City Manager/City Clerk (1)	\$ 8,803	\$10,699
City Engineer/Public Works Director (1)	\$13,479	\$16,384
City Manager (1)	\$21,419	\$21,419
Community Development Director (1)	\$13,104	\$15,927
Deputy City Manager (1)	\$ 12,448	\$15,129

PART-TIME POSITIONS		
Administrative Intern	\$15.00	\$15.00
Code Enforcement Officer	\$25.00	\$25.00
Community Services Leader I	\$10.00	\$12.50
Community Services Leader II	\$12.50	\$15.00

SECTION 3. The City shall provide the following benefits to the categories of employees specified herein:

I. RETIREMENT

- A. The City shall participate in the California Public Employees Retirement System's (CalPERS). The City provides the following two tiers of benefits:

1. Tier 1 (Employees hired before July 1, 2013 or individuals hired after July 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Program and beginning July 1, 2015, employees shall pay 2.25% toward the City's normal cost rate of its pension program with CalPERS (as determined by CalPERS). Additional benefits provided through CalPERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement system within the six months prior to employment with the City): 2% @ 62 with 3 year Final Compensation and with employee paying 100% of the employees' contribution to CalPERS.

- B. The City shall provide a supplemental retirement program as established in Resolution No. 99-05-04-1, which affords management employees a defined contribution equal to 6.5% of base salary upon employment with the City and confidential employees a defined contribution equal to 3.0% of base salary after ten years of service with the City.
- C. The City shall provide a retiree health savings plan as established in Resolution No. 2001-12-11-2.
- D. The City shall make available to all management and confidential employees the ICMA Retirement Corporation's Section 457 Deferred Compensation Plan. This is a voluntary program and will be funded at the sole cost of each participating employee. This provision does not apply to the Deferred Compensation provisions found in the Employment Agreements between the City and the City Manager and the Assistant City Manager which provide for the terms and conditions of their participation in the Plan.
- E. The City shall provide to part-time employees an alternative retirement plan as established in Resolution No. 2000-06-27-5.

II. INSURANCE

- A. The City shall pay for the full cost of medical insurance coverage for full-time management, confidential employees, and elected members, including their dependents as defined by the City's medical insurance program. The City will pay the full cost of the lower of either the PPO or HMO program in a given year for full-time employees, including elected members, and their dependents. Any cost increases in medical insurance premiums will be shared 50-50 between the City and full-time employees, including elected members, up to a maximum of 4% annually for full-time management and confidential employees, including elected members.
- B. The City shall provide and pay for a dental insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- C. The City shall provide and pay for a vision insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- D. The City shall provide and pay for a group life and accidental death and dismemberment insurance plan for all full-time management and confidential employees on the basis of 100% of the employee's annual salary to the next highest \$1,000.00 increment up to a maximum of \$200,000.
- E. The City shall provide and pay for a short and long-term disability plan for all full-time management and confidential employees.
- F. Elected members may opt not to participate in the City's medical, dental, and vision insurance plans.

III. VACATION

- A. Full-time non-management, confidential employees accrue vacation leave according to the following schedule:

Years of Service	Rate
0-3	10 days/year or 6.667 hours/month
4-9	15 days/year or 10 hours/month
10+	20 days/year or 13.334 hours/month

- B. Full-time management employees accrue vacation leave according to the following schedule:

Years of Service	Rate
0-3	15 days/year or 10 hours/month
4+	20 days/year or 13.334 hours/month

- C. Upon termination or retirement, all employees shall be compensated at their current pay scale for their accrued vacation leave balance. No employee shall be allowed to carryover more than 320 hours of vacation leave from one fiscal year to the next.
- D. For management employees, upon completion of ten years of full-time employment with the City, the City shall make a one-time allotment of 40 hours of vacation leave to the employee's vacation leave balance.

IV. HOLIDAYS

- A. The City shall provide full-time management and confidential employees 104 paid hours per fiscal year for holidays.
- B. The City shall observe certain fixed holidays during which City Hall will be closed. These include:

New Year's Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Day

- C. Full-time employees shall receive 8 hours pay for these holidays. In order to receive holiday pay, an employee must have received pay for all of both the regularly scheduled work assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday.
- D. Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.
- E. In lieu of closing City Hall for the observation of Columbus Day, and Martin Luther King Day, employees will be able to use their remaining holiday time from Section IV.A above for discretionary, floating holiday time subject to their supervisor's approval.
- F. Holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

V. LEAVES OF ABSENCE

- A. All full-time employees shall accrue annual sick leave at a rate of 8 hours per month.
- B. All management and confidential full-time employees prior to completing ten years of service as full-time employees, (hereafter, “ten—year anniversary”) shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits under Section 3, Paragraph III.C above can be exceeded to a maximum of 480 hours.
- C. For all management and confidential full-time employees who have completed their ten-year anniversary, sick leave accumulation and balances will be governed by Resolution No. 2001-12-11-2. As part of the Retirement Health Services (RHS) plan, employees upon ten years of service may convert any vacation hours over 80 hours to sick leave on a 1 to 1 basis.
- D. All full-time management and confidential employees shall receive 3 days bereavement leave for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the Assistant City Manager, the employee shall furnish satisfactory evidence of such death.
- E. Part-time employees shall begin to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment, or July 1, 2015, whichever occurs later. A part-time employee is not eligible to begin using any accrued paid sick leave until after ninety (90) days of employment with the City and is only allowed to use up to a maximum of three (3) days or twenty-four (24) hours, whichever is greater, of paid sick leave in a twelve (12) month period. A part-time employee can only accrue paid sick leave up to a cap of six (6) days or forty-eight (48) hours, whichever is greater, ongoing. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the cap. Any unused accrued paid sick leave carries over year to year while the part-time employee is continuously employed.

VI. ADDITIONAL COMPENSATION

- A. The following positions, at the discretion of the City Manager, may be eligible for a monthly automobile allowance in lieu of mileage reimbursement:

City Engineer/Director of Public Services	-	\$ 650
Community Development Director	-	\$ 600
Assistant to the City Manager/City Clerk	-	\$ 450

All other employees shall be reimbursed at the prevailing standard mileage rates established by the IRS.

- B. The City's Management Incentive Program for management employees has been defunded.

SECTION 4. MISCELLANEOUS PROVISIONS

- I. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any provision of this Resolution.
- II. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution.
- III. In the event of any conflict between the provisions of the City Manager's Employment Agreement or the Assistant City Manager's Employment Agreement and this Resolution, the Agreements prevail.

SECTION 5. EFFECTIVE DATE

- I. Except as otherwise specified to the contrary in this Resolution, all provisions set forth herein shall be effective July 1, 2015.

SECTION 6. Resolution No. 2013-09-10-1 is hereby rescinded and replaced with this Resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of June 2015.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2015-06-23-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 23rd day of June 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE COMMUNITY
CENTER & SPORTS COMPLEX SITE IMPROVEMENT PROJECT, CIP NO.
514**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND
SPECIFICATIONS ON FILE WITH THE OFFICE OF THE CITY CLERK AND
AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE COMMUNITY CENTER &
SPORTS COMPLEX SITE IMPROVEMENT PROJECT, CIP NO. 514.**

SUMMARY:

Staff has completed a review of the Community Center & Sports Complex and has identified needed improvements to keep the property in compliance with the Americans with Disabilities Act (ADA) and to perform refurbishments to include concrete and asphalt repairs, masonry repairs, water feature repairs, and miscellaneous site improvements in accordance with the Capital Improvement Program Budget. The specific planned improvements as a Base Bid include removal and replacement of deteriorated asphalt concrete in the parking lots, refurbishment of the water feature, various concrete repairs, ramp replacements to current ADA standards, restroom building refurbishment, barbecue replacements, and related work. An Alternate Bid is also proposed to address a variety of additional potential work at the site. Staff, with the assistance of Richard Fisher Associates, has prepared the plans and specifications for this project and they are on file with the office of the City Clerk and present on the dais. Approval of the Plans and Specifications and authorization to advertise the project for bids is requested.

BACKGROUND:

The Community Center & Sports Complex is over fifteen years old and, given the site usage and age, is now in need of refurbishment. The refurbishment proposes to address the existing condition of the asphalt concrete pavements, concrete walkways, access,

picnic area, restroom, and other miscellaneous improvements. The Capital Improvement Program Budget allocates funding for this work.

Staff, with the assistance of Richard Fisher Associates, has completed a review of the site and identified needed improvements. Specific improvements to be made include: asphalt concrete pavement repairs, sidewalk and concrete repairs, ramp replacements to current ADA standards, replacement of deteriorated or missing wall caps, refurbishment of the water feature, replacement of barbecues, replacement of the storage unit in the Little League ballfield area, repair of restrooms, and related work. In addition, an Alternate Bid is proposed to include other potential items of work such as replacement of drinking fountains; replacement of bollards; replacement of benches, picnic tables, and trash receptacles; installation of shade sails in the playground; other play equipment improvements and painting of the picnic shelter and gazebo.

Staff has prepared the plans and specifications for the project and they are on file with the office of the City Clerk and present on the dais. The Engineer's Estimate for the Base Bid project is \$400,000.

FISCAL IMPACT:

The Fiscal Year 2014/15 Capital Improvement Program Budget allocates \$402,000 for this project.

CEQA FINDINGS:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (replacement of existing facilities involving negligible expansion of capacity) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because the project calls for replacing the existing asphalt concrete, concrete, ramps, and other related site work in the same existing locations.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: UPDATE OF THE STANDARDS FOR PAINTING RESIDENTIAL ADDRESS
NUMBERS ON CURBS**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE REVISIONS TO
THE "STANDARDS FOR PAINTING RESIDENTIAL ADDRESS NUMBERS ON CURBS"
AS DESCRIBED HEREIN.**

SUMMARY:

On June 28, 1994, the City Council adopted "Standards for Painting Residential Address Numbers on Curbs" (Standard). This Standard was established to encourage consistent painting of address numbers on curbs and to place controls on the means and methods utilized by contractors or volunteer groups to perform this work. Curb address painting provides a wayfinding service for visitors and for emergency response services. Since the adoption of the Standard, only contractors have applied for Encroachment Permits to perform this work. The Public Services Department issues a permit to the contractor and requires them to paint all residential address numbers on curbs throughout the City. The contractor, in turn, is authorized to request a voluntary donation from property owners for the painting work. Over the years of this work being performed, a number of residents have provided comments to staff about this program prompting a review of the Standard. Comments have included a desire to restrict the hours the contractor can solicit for donations and a desire to reduce the frequency of painting address numbers. Staff recommends City Council review and approve the updated Standard to address these issues as described herein.

BACKGROUND:

The City Council adopted a standard defining the process and specifications for painting residential address numbers on curbs on June 28, 1994. The attached Standard has been in use since that time. Curb address painting is an important tool to confirm a location and provides a wayfinding service for visitors and for emergency response services. The

Standard allows for volunteer/not-for-profit organizations or for-profit contractors the opportunity to perform this work. To date, however, only contractors have sought permits for this work. The last City authorized curb address painting work occurred in September 2012. There is a current request by a contractor for an Encroachment Permit to proceed with the curb address painting and this work will likely begin this summer.

The general procedure to authorize curb address painting is for the Public Services Department to issue an Encroachment Permit to a licensed contractor. The contractor is required to provide adequate references, pay a non-refundable filing fee of \$50, a permit fee of \$200, and a security deposit of \$500, and to post liability insurance. Staff also reviews and approves the contractor's notification to residents which is to be left at the residence in advance of performing the curb address painting. This notice advises the resident that all curb addresses will be painted and that the contractor is authorized to request a voluntary donation for this work. The contractor, upon completing the work, is allowed to go door-to-door and request a payment/donation. The contractor is required to paint all addressed properties on public residential streets within the City limits whether or not they are compensated by the homeowner.

Over the years, a number of residents have provided comments to staff regarding the overall process for curb address painting. Two comments have come up frequently:

1. The current Standard allows the contractor to solicit donations until 8:00 p.m. This is viewed as too late in the evening as homeowners do not want strangers knocking at their door at that time. In response, staff recommends the solicitation time be limited to no later than 6:00 p.m.
2. The current Standards allow the curb address painting to occur once per year. This is not necessary to maintain a legible address and is viewed by the public as too frequent. Staff recommends the return time for curb address painting be no more frequently than three years.

With City Council approval, staff proposes to make the above two changes to the Standard. Staff does also note that some residents feel the City should provide this curb address painting as a free service. While some cities do perform this work, others follow the model that the City currently utilizes.

FISCAL IMPACT:

The utilization of volunteer organizations or for-profit contractors to paint all residential address numbers on curbs saves the City an estimated \$50,000 each time the city-wide address painting is performed.

ATTACHMENTS:

- Standards for Painting Residential Address Numbers on Curbs

CITY OF LAGUNA HILLS
STANDARDS FOR PAINTING RESIDENTIAL ADDRESS NUMBERS ON CURBS

Prior to obtaining permission from the City to paint house numbers on curbs in the City of Laguna Hills, the following must be submitted and approved by the City Engineering Department.

1. *A sample design on an 8 1/2 by 11 sheet of paper and a description of the type of paint to be used. The following standards shall be met:*
 - a) *The numbers shall be painted on the curb face with a traffic type reflective paint.*
 - b) *The numeral shall be in the color of black, 3 inches in height and of width sufficient to be read from 50 feet.*
 - c) *The top of the numeral shall be one (1) inch from the top of the curb face.*
 - d) *The background shall be white in color, five (5) inches from top to bottom and shall start at the top of curb face. The background shall extend approximately three (3) inches beyond the numeral at each end.*
 - e) *The number shall be placed within three (3) feet of the driveway approach on the side of the driveway closest to the front entrance of the building.*
 - f) *If there is no driveway approach, the number shall be painted on the curb face in front of the main entrance.*
2. *Applicant shall agree to the following restrictions and requirements.*
 - a) *All addressed properties on public residential streets within the City limits of Laguna Hills shall have addresses painted on the curbs regardless of whether the homeowner compensates the contractor.*
 - b) *All work, including notification and soliciting,*

shall be limited to between the hours of 8:00 a.m. and 8:00 p.m. or sundown (whichever is earlier).

- c) Applicant shall give a schedule of dates and locations of areas of work and maintain a map showing areas completed.*
- d) The applicant shall supply the City with a copy of statutory Worker's Compensation Insurance and Liability Insurance of not less than \$100,000 naming the City as additionally insured.*
- e) The fees for the Encroachment Permit shall be as follows:*

<i>- non-refundable filing fee</i>	<i>=</i>	<i>\$50.00</i>
<i>- permit fee</i>	<i>=</i>	<i>\$200.00</i>
<i>- security deposit</i>	<i>=</i>	<i>\$500.00</i>

The security deposit is to ensure completion of the work to the satisfaction of the Engineering Department. It is to be refunded within 60 days after completion of all work.

- f) All employees of applicant shall have identification and a copy of the permit in their possession at all times. Applicant shall provide a local telephone number accessible 24 hours a day.*
- g) The applicant shall notify each property owner prior to painting the house numbers and shall advise the individual of the cost thereof. Notice shall also state that payment for the service is voluntary. All notices shall be approved by the Engineering Department prior to beginning work.*

- 3. Non-profit organizations and service clubs shall be given priority for issuance of a permit. In the absence of their interest, contractors may be issued permits on a first come/first served basis.*
- 4. Address curb painting shall be limited to once per year.*

ADOPTED BY CITY COUNCIL 6/28/94



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE BRIDGE DECK SEALING AND JOINT RESTORATION PROJECT OF THE LAGUNA HILLS DRIVE BRIDGE AT ALISO CREEK AND THE MILL CREEK DRIVE BRIDGE AT CAÑADA CHANNEL, CIP NO. 189

RECOMMENDATION: THAT CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS ON FILE IN THE OFFICE OF THE CITY CLERK AND AUTHORIZE THE ADVERTISEMENT FOR BIDS OF THE BRIDGE DECK SEALING AND JOINT RESTORATION PROJECT OF THE LAGUNA HILLS DRIVE BRIDGE AT ALISO CREEK AND THE MILL CREEK DRIVE BRIDGE AT CAÑADA CHANNEL, CIP NO. 189.

SUMMARY:

Based upon the most recent Caltrans quadrennial survey of the City's bridge structures, two bridges have been recommended to have their concrete decks sealed to reduce future water intrusion and potential deterioration, and two bridge locations (including one of the bridges having deck seal work) have been recommended to have their joint seals restored. Staff has prepared the plans and specifications for this work and these documents are on file in the office of the City Clerk and present on the dais. This work is included in the current year Capital Improvement Program Budget. Approval of the Plans and Specifications and authorization to advertise the project for bids is recommended.

BACKGROUND:

On a four-year return cycle, Caltrans inspects all City bridge structures for defects and recommends remedial work, if any. In the October 2013 reports, Caltrans recommended the following work be performed:

- 1) Laguna Hills Drive Westbound at Aliso Creek (Bridge 55C0529L) – Seal the deck with Methacrylate and restore the joint seals.

- 2) Laguna Hills Drive Eastbound at Aliso Creek (Bridge 55C0529R) – Restore the joint seals.
- 3) Mill Creek Drive at Cañada Channel (Bridge 55C0549) - Seal the deck with Methacrylate.

Staff has prepared the plans and specifications for this work and these documents are on file in the office of the City Clerk and present on the dais. The Engineers Estimate for this project is \$50,000. Approval of the Plans and Specifications and authorization to advertise the project for bids is recommended.

FISCAL IMPACT:

Bridge Deck Sealing and Joint Restoration project, CIP No. 189, is included in the current Fiscal Year Capital Improvement Program Budget in the amount of \$50,000.

CEQA FINDINGS:

This project is exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines (minor alteration of existing facilities involving negligible or no expansion of the existing use).



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

**ISSUE: AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT WITH
ECO/NOMICS FOR SOLID WASTE COLLECTION, CONTRACTING, AND
RECYCLING CONSULTING SERVICES**

**RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY
MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE CONSULTING SERVICES
AGREEMENT WITH ECO/NOMICS.**

SUMMARY:

Eco/Nomics provides the City with solid waste and recycling consulting services and was instrumental in assisting the City with drafting the current Solid Waste Franchise Agreement with CR&R, Inc. The current Consulting Services Agreement (Agreement) with Eco/Nomics will expire on June 30, 2015, and staff is requesting City Council's approval to amend the Agreement to add another year to the term and also allocate another \$50,000 to fund Eco/Nomics' services for another year. Specifically, Amendment No. 1, attached to this report, will extend the term of the Agreement until June 30, 2016, and increase the not-to-exceed compensation to Eco/Nomics from \$100,000 to \$150,000. Amendment No. 1 will allow Eco/Nomics to continue its work on expanding the City's food waste program, implementing commercial and multi-family recycling programs, and assisting staff with important tasks such as the administration of the CR&R, Inc. franchise agreement and the completion of the annual report on the City's solid waste diversion efforts due to CalRecycle in August of this year.

FISCAL IMPACT:

There is no impact to the City's General Fund for payment of Eco/Nomics' services because the City's Recycling Funds account for payment of recycling consulting services. This amendment will increase the compensation to Eco/Nomics by \$50,000.

ATTACHMENTS:

- Attachment 1: Amendment No. 1 to Consulting Services Agreement with Eco/Nomics
- Attachment 2: Consulting Services Agreement with Eco/Nomics

ATTACHMENT 1

AMENDMENT NO. 1 TO AGREEMENT FOR CONSULTING SERVICES ECO/NOMICS, INC., dba ECAL/NOMICS, INC.

(Professional Solid Waste Collection, Contracting and Recycling Consulting Services)

THIS FIRST AMENDMENT to the ECO/NOMICS INC., Consulting Services Agreement for Professional Solid Waste Collection, Contracting and Recycling Consulting Services (the "Amendment") is hereby made and entered into to be effective the 1st day of July 2015, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the "City"), and ECO/NOMICS, INC., a California Corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties."

RECITALS

A. City and Consultant previously entered into that certain professional services agreement for the provision of solid waste collection, contracting and recycling consulting services, which was made and entered into on July 1, 2013 (the "Agreement") and which may be duly amended, in writing, from time to time by the Parties. City does not have the personnel or technical expertise able to perform the work or services contracted for under the Agreement.

B. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to automatically expire on June 30, 2015, by operation of its own terms. Sections 3.3 (Changes in Scope) and 10.3 (Amendments) of the Agreement provide that the Agreement may be amended in writing at any time by mutual written consent of the Parties.

C. Consultant has requested that the City extend the term of the Agreement for one (1) additional year at the same professional hourly rates, charges and fees and under the same terms and conditions set forth in the Agreement. In its request to extend the term of the Agreement, Consultant represents that it will maintain the same professional hourly rates, charges and fees as established and set forth in the Agreement with no increases through the requested one (1) year term extension.

D. The Parties now desire to enter into this Amendment for the purpose of extending the term of the Agreement for an additional year in order to provide for continued solid waste collection, contracting and recycling consulting services for the Project, as defined in the Agreement, at the same professional hourly rates, charges, and fees and under the same terms and conditions set forth in the Agreement. The proposed one (1) year term extension creates a need to increase the total contract amount set forth in Section 3.1 of the Agreement by \$50,000 from \$100,000 to \$150,000.

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

ATTACHMENT 1

AGREEMENT

1. Amendment to Section 3.1, entitled "Compensation of Consultant," of the Agreement. Section 3.1 of the Agreement is hereby amended in its entirety and restated to read as follows:

3.1 Compensation of Consultant. For the services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the schedule of fees set forth in Exhibit "A," which is attached hereto and is incorporated herein by reference. The total maximum contract amount shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00). The method of compensation shall be as set forth in Exhibit "A". The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2. Amendment to Section 4.4, entitled "Term," of the Agreement. Section 4.4 of the Agreement is hereby amended in its entirety and restated to read as follows:

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of three (3) years, commencing on July 1, 2013, and ending on June 30, 2016.

3. Full Force and Effect. This 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. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
5. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

ATTACHMENT 1

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

“CITY”

City of Laguna Hills,
a California municipal corporation

BRUCE E. CHANNING,
City Manager

ATTEST:

(SEAL)

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

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”

Eco/Nomics, Inc., dba Ecal/Nomics, Inc., a
California corporation

By: William O’Toole, President

By: Cerene St. John, Vice President

CONSULTING SERVICES AGREEMENT

Solid Waste Collection, Contracting and Recycling Consulting Services
(*ECO/NOMICS, INC., dba ECAL/NOMICS, INC.*)

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made, entered into, and effective this 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 ("City"), and ECO/NOMICS, INC., which does business in the State of California as ECAL/NOMICS, INC ("Consultant").

RECITALS

A. City requires the services of a qualified, professional solid waste collection, contracting, and recycling firm to provide City with consulting services related to the administration of the City's solid waste and recycling services franchise agreement, ordinance, and programs, as well as with compliance and reporting to CalRecycle ("Project").

B. Consultant has submitted to City a proposal to provide professional solid waste collection, contracting, and recycling consulting services to City for the Project pursuant to the terms of this Agreement.

C. Based on its experience, education, training, and reputation, Consultant is qualified to provide the necessary professional services to City for the Project and desires to provide such services.

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

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide services to the City as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide professional solid waste collection, contracting, and recycling consulting services to City for the Project as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant represents and warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Consultant in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A". Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONSULTANT

3.1 Compensation of Consultant. For the services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the schedule of fees set forth in Exhibit "A," which total contract amount shall not exceed one hundred thousand dollars (\$100,000).

3.2 Method of Payment. In any month in which Consultant wishes to receive payment, Consultant shall no later than the first working day of such month, submit to City in the form approved by City's Finance Manager, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Consultant for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional 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;

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.

3.4 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 City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A". The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Consultant shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of two (2) years, commencing on July 1, 2013, and ending on June 30, 2015.

5. COORDINATION OF WORK

5.1 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 and work specified herein and make all decisions in connection therewith: **William O'Toole, President.** It is expressly understood that the experience, knowledge, education, capability, 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 hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or the City Manager's designee. It shall be the Consultant's responsibility to keep the Contract Officer, or her designee, fully informed of the progress of the performance of the services and Consultant shall refer any decisions that 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.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor.

A. The legal relationship between the parties hereto 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 and work 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 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 and work performed by Consultant 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 and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 3, 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.

5.5 Personnel. Consultant agrees to assign the following individuals to perform the services set forth herein. Consultant shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

Name:

Title:

William O'Toole

President

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Consultant's performance under this Agreement. Consultant shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

6.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations; 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;

B. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

C. Workers' Compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

6.1.2 Sufficiency of Insurers. Insurance required herein shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State

of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund.

6.1.3 Verification of Coverage. Consultant shall furnish City with both original certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Workers' Compensation policies.

6.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected officials, officers, directors, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Consultant's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. RECORDS AND REPORTS

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

7.2 Records. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and 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.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City and shall be 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 or ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein.

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.

7.5 Cost Records. Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and 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 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are 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.

8.4 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 injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 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.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing.

Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

CITY OF LAGUNA HILLS
Attention: City Manager
24035 El Toro Road
Laguna Hills, CA 92653

To Consultant:

ECO/NOMICS, INC.
ECAL/NOMICS, INC.
Attention: William O'Toole, President
P.O. Box 2790
Del Mar, CA 92014

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

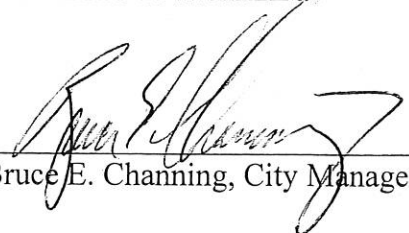
10.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
CITY OF LAGUNA HILLS

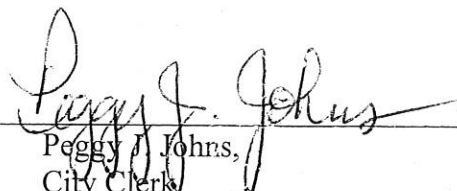
Date: 7/10/13

By: 
Bruce E. Channing, City Manager

APPROVED AS TO FORM:

By: 
Gregory E. Simonian,
City Attorney

ATTEST

By: 
Peggy J. Johns,
City Clerk

"CONSULTANT"
ECO/NOMICS, INC.
ECAL/NOMICS, INC.

Date: July 20, 2013

By: 
William O'Toole, President

Date: 7/20/13

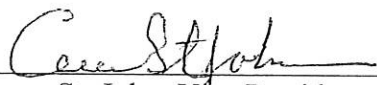
By: 
Cerene St. John, Vice President

EXHIBIT “A”

CONSULTANT’S SCOPE OF SERVICES/WORK

Including,

Schedule of Fees

And

Schedule of Performance

SCOPE OF SERVICES/WORK/FEEES

A. SCHEDULE OF FEES

Consultant will bill time and material (T&M) and Consultant will invoice City for consulting services at the beginning of every month for services rendered the previous month.

a. The hourly rate for Consultant personnel is as follows:

i. Principal (President and Vice President)	\$175.00
ii. Project Manager	\$150.00
iii. Project Supervisor	\$120.00
iv. Director, Project Implementation	\$100.00
v. Computer & Field	\$ 80.00
vi. Clerical	\$ 50.00

b. All invoices will be itemized to show work from Consultant personnel as identified in (a) above.

c. All expenses are included in hourly rates (a) above except for travel beyond a 250-mile radius. Travel expenses for business conducted for the benefit of City that exceed 250 miles, will be itemized on each monthly invoice.

d. The billings shall be sent to:

David Reynolds
Deputy City Manager
City of Laguna Hills
24555 Alicia Parkway, CA 92653

B. PROVIDE RECYCLING/SOLID WASTE ASSISTANCE TO CITY STAFF

The schedule of performance for the following tasks will be determined by the City.

Task B1. CalRecycle Support.

Consultant will represent the City in regards to CalRecycle questions and concerns in relation to the City's diversion activity. Consultant's assistance with CalRecycle shall include:

- a. Work with CalRecycle staff to answer and document any questions or concerns in regards to both residential and non-residential programs. Consultant shall respond to City's request to contact CalRecycle for any issue or concern.

- b. Assist in the preparation of any required CalRecycle reports for City review. Assistance shall include the collection of all required data from the franchise holder and the operators of any other recycling programs in the City (e.g. supermarket back hauling of organics and cardboard) and from local recycling facilities, other private recyclers, and any other data collection required for CalRecycle reports.

Task B2. Provide Technical and Field Support for the Administration of the City's Solid Waste and Recycling Franchise Agreement.

Consultant shall provide support to the City with the administration of the City's 10-year franchise agreement with CR&R including the following activity:

- a. Maintain a checklist of all contract requirements and due dates contained in the new contract. Support the City in periodic meetings with CR&R to review the contract requirements and to coordinate with CR&R concerning public education items, writing of brochures and public education materials, placement of customer communications on the CR&R web site, implementation and enhancement of programs, and other coordination issues. Perform additional work items as assigned by the City.
- b. Coordinate with City and CR&R staff to accompany CR&R representatives to meetings with local businesses to assist in implementation of recycling programs at each business. Provide technical support to City staff making site visits to local businesses to discuss recycling programs.
- c. Review reports and correspondence submitted by CR&R, track recycling program implementation for AB 939 reporting purposes, and perform additional work items as assigned by the City.
- d. Conduct waste audits of CR&R and the residential and business communities as requested by the City.
- e. Assist the City in reviewing the Disposal Recording System to resolve any errors in assignment of tonnage to the City of Laguna Hills.
- f. Assist the City with processing any request for a rate increase or other requests pursuant to the contract requirements.
- g. Consultant will periodically perform site visits to determine the condition of bins. Bins will be checked for missing lids, broken wheels, graffiti, condition of paint, and placement of appropriate decal(s) and signage. In addition, bins will be checked for floors that are rusted and/or leaking, damaged arm sleeves, or dented sides.

Task B3. Provide Technical Recycling Assistance to Local Restaurants and Businesses to Maintain and Develop Recycling Programs.

In addition to the work in Task B2, Consultant shall provide technical recycling assistance to individual restaurants and businesses in the City to implement and/or expand recycling programs, training materials and employee training, assistance with recyclables storage container selection, assistance in identifying which materials can be recycled, and technical recycling assistance to business groups as directed by the City.

EcoNomics will work to identify and verify legitimate source reduction efforts that are occurring in the City of Laguna Hills.

- a. Provide assistance to the Laguna Hills Mall and the Saddleback Memorial Medical Center with its recycling programs.
- b. Assist with the implementation and support of a food waste recycling program.

Task B4. Attend Progress Meetings and Prepare Monthly Progress Reports.

Consultant shall attend a monthly progress meeting with City staff to discuss the status of all tasks in progress, problems encountered, schedules, etc. Prepare a written monthly progress report to the City for submittal with each month's invoice.

Task B5. Perform Other Duties As Assigned by the City.

Consultant shall perform other duties as assigned by the City for AB 939 compliance and to assist the City with administration of the solid waste collection contract, Department of Conservation beverage recycling programs, and other recycling activity within the City of Laguna Hills.

Task B6. Assist with the formation of next Franchise Agreement.

Consultant shall assist the City of Laguna Hills with identifying recycling requirements and terms and conditions in the next solid waste and recycling agreement. The current 10-year solid waste and recycling agreement is set to expire on June 30, 2016. This involves conducting research as directed by the City and the drafting of an agreement as requested by the City.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 23, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: AUTHORIZATION TO LEASE CITY VEHICLE

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE COMMENCEMENT OF THE PROCUREMENT PROCESS FOR A LEASED CITY VEHICLE.

SUMMARY:

Pursuant to Chapter 3-08.130 of the Laguna Hills Municipal Code, the City Council must authorize the commencement of the acquisition of any vehicle with a value greater than \$20,000. The 2015-17 Biennial Budget includes funding for the lease of a new vehicle to be assigned to the City Manager. This new vehicle will replace the six-year-old 2010 Toyota Sequoia, which has a current odometer reading of 125,000 miles. According to Kelly Blue Book, the vehicle has a trade-in value of approximately \$22,000. Staff is requesting authorization to commence the procurement process.

FISCAL IMPACT:

The lease of this City vehicle is included in the 2015-17 Biennial Budget. The budget allocates \$6,000 in each year of the budget.

**MOTION TO APPROVE CONSENT CALENDAR, ITEM NO. 3.11, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BLOUNT.
APPROVED BY A VOTE OF 4-0-1 (MAYOR GILBERT ABSTAINING).**

3.11 SELECTION OF CITY AUDITOR

THE CITY COUNCIL APPROVED THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH WHITE NELSON DIEHL EVANS LLP AND AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT FOR FINANCIAL AUDIT SERVICES FOR THE CITY FOR FISCAL YEARS 2014/2015 AND 2015/2016.

Mayor Gilbert stated that he has used the services of White Nelson Diehl Evans LLP and would therefore abstain from voting on Item No. 3.11, Selection of City Auditor.

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council Meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:40 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MAY 26, 2015, REGULAR MEETING

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE MAY 26, 2015, REGULAR MEETING, BY M/AGENCY MEMBER BLOUNT, S/AGENCY MEMBER CARRUTH.
APPROVED BY A VOTE OF 5-0.**

4.4 ADMINISTRATIVE REPORTS

4.4.1 ADOPTION OF A RESOLUTION MAKING A FINDING OF GENERAL PLAN CONSISTENCY FOR THE FISCAL YEAR 2015/2016 AND FISCAL YEAR 2016/2017 PROJECTS OF THE SIX-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2015/2016 TO FISCAL YEAR 2020/2021

City Manager Channing stated it is a State law requirement that the Planning Agency make a finding that all projects identified in the Capital Improvement Program are consistent with the adopted General Plan.

**THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2015-06-09-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, MAKING A FINDING OF GENERAL PLAN CONSISTENCY FOR THE FISCAL YEAR 2015/2016 PROJECTS AND FISCAL YEAR 2016/2017 PROJECTS OF THE SIX-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2015/2016 TO FISCAL YEAR 2020/2021, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER SEDGWICK.
APPROVED BY A VOTE OF 5-0.**

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council Meeting at 7:41 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 ADOPTION OF THE 2015-2017 BIENNIAL BUDGET, INCLUDING THE OPERATING BUDGET, DEBT SERVICE, OTHER FUNDING USES, AND THE SIX-YEAR CAPITAL IMPROVEMENT PLAN

Mayor Gilbert opened the Public Hearing.

Stephen Wontrobski, Mission Viejo resident, stated he would like to enlist sister-city support in regards to cost saving recommendations and suggested organizing a City Manager's coalition to collaborate on controlling police costs.

Mayor Gilbert closed the Public Hearing.

City Manager Channing gave a brief oral presentation on the budget process and the highlights from the biennial budget.

**MOTION TO ADOPT RESOLUTION NO. 2015-06-09-3, 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 2015/2016 - 2016/2017, BY M/MAYOR PRO TEMPORE KOGERMAN, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 5-0.**