
**CITY COUNCIL
REGULAR
MEETING**



**JUNE 14, 2011
7:00 PM**

AGENDA

L. Allan Songstad, Jr., Mayor

**Melody Carruth, Mayor Pro Tempore
Randal Bressette, Council Member**

**Barbara Kogerman, Council Member
Joel Lautenschleger, Council Member**

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: Council Member Kogerman

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS

- 1.1 CERTIFICATE OF RECOGNITION, LYNDSEY KAN, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE SPRING 2011 SEMESTER (0930-40)

RECOMMENDATION: That Mayor Songstad present a Certificate to Lyndsey Kaan recognizing her service as the Laguna Hills High School Student Liaison.

- 1.2 APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON KYLIE WEST AND STUDENT LIAISON ALTERNATE JEENA BONUTTO FOR THE FALL 2011 SEMESTER (0930-40)

RECOMMENDATION: That the City Clerk issue the Oaths of Office to Laguna Hills High School Student Liaison Kylie West and Student Liaison Alternate Jeena Bonutto and Mayor Songstad present certificates of Appointment.

1.3 TEN YEAR ANNIVERSARY AWARD (0500-25)

RECOMMENDATION: That Mayor Songstad recognize Dan Meehan, Community Services Superintendent, for ten years of service to the City of Laguna Hills, and present a Certificate of Recognition and gift to Dan Meehan.

2. PUBLIC COMMENTS

This is the appropriate time for members of the public to make comments regarding items listed on the Consent Calendar and issues not listed on the Agenda. Any person wishing to address the City Council on any matter, whether or not it appears on this Agenda, is asked to complete a "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. No action will be taken on any items not on the Agenda unless the City Council makes a determination that an emergency exists or that the need to take action on the item arose subsequent to posting of the Agenda.

There will be a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a time limit of thirty minutes for the Public Comments portion of the Agenda.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON (0930-40)

RECOMMENDATION: That the City Council receive an oral report from Laguna Hills High School Student Liaison Lyndsey Kaan.

3. MINUTES

3.1 REGULAR MEETING, MAY 24, 2011 (0410-50)

RECOMMENDATION: That the City Council approve the minutes of the May 24, 2011, regular meeting.

4. CONSENT CALENDAR

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

4.1 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED

RECOMMENDATION: That the City Council waive reading of Ordinances and Resolutions.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDING JUNE 14, 2011 (0300-30)

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$584,820.08.

4.3 PROGRESS PAYMENT NO. 3 FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239 (0400-10)

RECOMMENDATION: That the City Council Approve Progress Payment No. 3, in the net amount of \$91,528.74, to Signature Contractors, for Community Center & Sports Complex Playground Renovations and Light Refurbishment, CIP No. 514, and Costeau Park Playground Renovations, CIP No. 239.

4.4 PROFESSIONAL SERVICES AGREEMENT WITH WOLFE ENGINEERING AND DESIGN, INC., FOR ON-CALL ENGINEERING AND DESIGN AND STAFF SUPPORT SERVICES (0400-10)

RECOMMENDATION: That the City Council approve the Professional Services Agreement with Wolfe Engineering and Design, Inc., and authorize the City Manager to execute the Agreement.

4.5 AMENDMENT NO. 2 TO DISTRICT AGREEMENT NO. 12-520 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE LA PAZ ROAD WIDENING AT INTERSTATE 5, CIP NO. 159 (0400-10)

RECOMMENDATION: That the City Council approve Amendment No. 2 to District Agreement No. 12-520, for the La Paz Road Widening at Interstate 5, CIP No. 159, and authorize the Mayor to sign and the City Clerk to attest thereto.

4.6 PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC., FOR BUILDING AND SAFETY SERVICES (0400-10)

RECOMMENDATION: That the City Council approve a Professional Services Agreement for Building and Safety Services with Charles Abbott Associates, Inc., and authorize the Mayor to sign the Agreement in a form acceptable to the City Attorney.

4.7 CONSULTING SERVICES AGREEMENT WITH OROS CONSULTING SERVICES FOR COMPUTER DESKTOP AND NETWORK ADMINISTRATION SUPPORT (0400-10)

RECOMMENDATION: That the City Council direct the City Manager to execute a two-year Consulting Services Agreement with Oros Consulting Services, approved as to form by the City Attorney, for computer desktop and network administration support not to exceed \$110,240.

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

5.2 PUBLIC COMMENTS

This is the appropriate time for members of the public to make comments regarding issues not listed on the Agenda. Any person wishing to address the Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a "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 Planning Agency.

5.3 MINUTES OF THE REGULAR MEETING OF MAY 24, 2011 (0120-10)

RECOMMENDATION: That the Planning Agency approve the minutes of the May 24, 2011, regular meeting as referenced in Item 3.1 beginning on Page 4.

5.4 PLANNING AGENCY PUBLIC HEARINGS

- 5.4.1. SITE DEVELOPMENT PERMIT (MAJOR) /CONDITIONAL USE PERMIT/PARKING USE PERMIT/MASTER SIGN PROGRAM NO. 11-10-1804, A REQUEST BY NADEL COMMERCIAL, INC., TO AUTHORIZE CERTAIN SITE AND BUILDING IMPROVEMENTS INCLUDING A SIGN PROGRAM, AND TO CREATE JOINT USE OF PARKING FACILITIES FOR THE BUILDINGS AND PROPERTIES AT 23521 PASEO DE VALENCIA AND 24181 RONDA DEL ROSSMOOR (0600-30)

RECOMMENDATION: That the Planning Agency:

1. Conduct a Public Hearing; and
2. Adopt a Resolution entitled:

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT (MAJOR) /CONDITIONAL USE PERMIT/PARKING USE PERMIT/MASTER SIGN PROGRAM NO. 11-10-1804, A REQUEST BY NADEL COMMERCIAL, INC., TO AUTHORIZE CERTAIN SITE AND BUILDING IMPROVEMENTS INCLUDING A SIGN PROGRAM, AND TO CREATE JOINT USE OF PARKING FACILITIES FOR THE BUILDINGS AND PROPERTIES AT 23521 PASEO DE VALENCIA AND 24181 RONDA DEL ROSSMOOR.

- 5.4.2. SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 2-11-1881, A REQUEST TO RENOVATE THE MISSION HILLS PLAZA LOCATED AT 25260 LA PAZ ROAD IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT (0600-30)

RECOMMENDATION: That the Planning Agency:

1. Conduct a Public Hearing; and
2. Adopt a Resolution entitled:

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 2-11-1881, A REQUEST TO RENOVATE BUILDING ELEVATIONS, PARKING, LANDSCAPING, AND SIGNAGE FOR MISSION HILLS PLAZA AT 25260 LA PAZ ROAD IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT.

5.5 ADMINISTRATIVE REPORTS

- 5.5.1 CAPITAL IMPROVEMENT PROGRAM CONFORMITY WITH THE GENERAL PLAN (0630-05)

RECOMMENDATION: That the Planning Agency adopt a Resolution entitled:

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING THAT THE FISCAL YEAR 2011-2012 AND FISCAL YEAR 2012-2013 CAPITAL IMPROVEMENT PROGRAM (CIP) IS CONSISTENT WITH THE GENERAL PLAN.

PLANNING AGENCY ADJOURNMENT

6. CITY COUNCIL PUBLIC HEARINGS

- 6.1 2011-2013 BIENNIAL BUDGET

RECOMMENDATION: That the City Council take the following actions:

1. Conduct a Public Hearing regarding the 2011/13 Biennial Operating Budget and Capital Improvement Program; and
2. Adopt a Resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM, AND OTHER APPROPRIATIONS FOR THE CITY OF LAGUNA HILLS FOR FISCAL YEARS 2011/2012 - 2012/2013.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

7.2 Deputy City Manager/Community Services

7.2.1. CITY OF LAGUNA HILLS 20-YEAR ANNIVERSARY (0160-60)

RECOMMENDATION: That the City Council provide staff with ideas on how to promote and celebrate the City of Laguna Hills' 20 Years of Incorporation.

8. OTHER BUSINESS

9. MATTERS PRESENTED BY MAYOR AND COUNCIL MEMBERS

10. CLOSED SESSION

The City Council shall convene in Closed Session, in the City Hall Conference Room, to consider the following matters:

10.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 - 1 potential case.

10.2 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

RECOMMENDATION: Pursuant to Government Code § 54956.8

Property: 24031 El Toro Road, Suite No. 320 "B", Laguna Hills

Agency Negotiator: Bruce Channing, City Manager, and Don White, Assistant City Manager

Negotiating Parties: City of Laguna Hills and Travis and Julia Knutson

Item Under Negotiation: Terms and Conditions of Lease

Reconvene in regular session in the City Council Chamber.

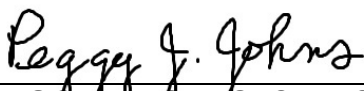
Report on whether any reportable action was taken on matters considered during Closed Session.

ADJOURNMENT

The next Regular Meeting of the City Council will be June 28, 2011, at 7:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and La Paz Center by June 10, 2011, at 5:00PM.



PEGGY J. JOHNS, CITY CLERK

June 10, 2011

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 OF LAGUNA HILLS

AGENDA REPORT CITY CLERK'S DEPARTMENT

**ISSUE: CERTIFICATE OF RECOGNITION, LYNDSEY KAAAN, LAGUNA HILLS
 HIGH SCHOOL STUDENT LIAISON FOR THE SPRING 2011
 SEMESTER**

SUMMARY:

The City of Laguna Hills and the Laguna Hills High School PTSA established a Student Liaison Program in 1993. Lyndsey Kaan has served as the Student Liaison for the Spring 2011 semester. Lyndsey has served as the Student Liaison with distinction, and it is in order to recognize her service.

**RECOMMENDATION: THAT MAYOR SONGSTAD PRESENT A CERTIFICATE TO
LYNDSEY KAAAN RECOGNIZING HER SERVICE AS THE LAGUNA HILLS HIGH
SCHOOL STUDENT LIAISON.**

ATTACHMENTS:

- Certificate of Recognition

0410-65-/Agendas/110614 Rep Student Liaison Recognition.doc

CERTIFICATE OF RECOGNITION

LYNDSEY KAAN

Laguna Hills High School Student Liaison

January 25, 2011, through June 14, 2011

WHEREAS, the City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the School and the City Council; and

WHEREAS, Lyndsey Kaan was appointed to serve as the Student Liaison to the City Council and took the Oath of Office January 25, 2011; and

WHEREAS, Lyndsey Kaan has served as the Student Liaison with dedication and distinction, setting a fine example for those students who will serve in the future.

NOW, THEREFORE, I, L. Allan Songstad, Jr., Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Lyndsey Kaan for her service to the City as Student Liaison to the City Council.

Dated this 14th day of June 2011.

L. ALLAN SONGSTAD, JR., MAYOR

CITY OF LAGUNA HILLS

AGENDA REPORT CITY CLERK'S DEPARTMENT

ISSUE: APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON KYLIE WEST AND STUDENT LIAISON ALTERNATE JEENA BONUTTO FOR THE FALL 2011 SEMESTER

SUMMARY:

The Laguna Hills High School Liaison Program is set up to provide for the Student Liaison Alternate to assume the position of Student Liaison after serving as the Alternate for one semester. Kylie West served as the Student Liaison Alternate for the Spring 2011 semester, and it is in order for Kylie to take the Oath of Office as the Student Liaison for the Fall 2011 semester.

Through the interview process, Jeena Bonutto was selected as the Student Liaison Alternate for the Fall 2011 semester.

RECOMMENDATION: THAT THE CITY CLERK ISSUE THE OATHS OF OFFICE TO LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON KYLIE WEST AND STUDENT LIAISON ALTERNATE JEENA BONUTTO AND MAYOR SONGSTAD PRESENT CERTIFICATES OF APPOINTMENT.

CITY OF LAGUNA HILLS

AGENDA REPORT CITY CLERK'S DEPARTMENT

ISSUE: TEN YEAR ANNIVERSARY AWARD

SUMMARY:

At this meeting, Mayor Songstad will recognize Dan Meehan, Community Services Superintendent, who is celebrating ten years of service with the City. Dan was first hired by the City on a part time basis as a Senior Leader on November 8, 1999, and was then promoted to Community Services Coordinator on June 11, 2001.

Employees are recognized when they are with the City for five years with a Certificate of Recognition and Laguna Hills Pen and Pencil Set. Employees with ten and fifteen years of service are recognized at a City Council meeting, with the Mayor presenting a Certificate of Recognition and a gift.

RECOMMENDATION: THAT MAYOR SONGSTAD RECOGNIZE DAN MEEHAN, COMMUNITY SERVICES SUPERINTENDENT, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS, AND PRESENT A CERTIFICATE OF RECOGNITION AND GIFT TO DAN MEEHAN.

ATTACHMENTS:

- Certificate of Recognition

0500-25/Agendas/110614 Rep Ten Year Anniversary Meehan.doc

CERTIFICATE OF RECOGNITION

DAN MEEHAN

Ten Year Service Award

WHEREAS, Dan Meehan has served as a full time employee for the City of Laguna Hills since June 11, 2001; and

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

WHEREAS, Dan Meehan has served the City of Laguna Hills in a professional, caring, and conscientious manner for ten years; and

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

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

NOW, THEREFORE, I, L. Allan Songstad, Jr., Mayor, on behalf of the City Council, do hereby express appreciation to Dan Meehan for ten years of service to the City of Laguna Hills.

Dated this 14th day of June 2011.

L. Allan Songstad, Jr., Mayor

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
MAY 24, 2011**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Carruth

ROLL CALL OF CITY COUNCIL MEMBERS:

Present: Mayor Songstad, Mayor Pro Tempore Carruth, Council Member Bressette, and Council Member Lautenschleger

Absent: Council Member Kogerman

STAFF PRESENT: Bruce Channing, City Manager; Peggy Johns, City Clerk; Greg Simonian, City Attorney; Ken Rosenfield, Public Services Director/City Engineer; Steve Doan, Chief of Police Services; David Reynolds, Deputy City Manager; Roger James, Battalion Chief, Orange County Fire Authority; Dan Meehan, Community Services Superintendent; and Sandi Mogan, Deputy City Clerk.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 COMMUNITY CENTER BUTTERFLY SCULPTURE RENOVATION PROJECT (0910-40) (0410-65)

Mayor Songstad presented Certificates of Recognition to the Art Honor Society Students from Laguna Hills High School for their efforts in refurbishing the Butterfly Sculptures.

2. PUBLIC COMMENTS

LAGUNA HILLS GRAD NIGHT FUNDRAISER (0930-40)

Meg Gorham, Laguna Hills, gave an update on Laguna Hills Grad Night Fund Raiser, Win-Win-Wednesday.

TEEN DARK HORSE (0120-40)

Mav Bressette, Laguna Hills, gave an update on Teen Darkhorse and the activities planned to welcome the Marines who would be participating in the Memorial Half Marathon and 5K Race.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON (0930-40)

There was no report from Laguna Hills High School Liaison Lyndsey Kaan or Student Liaison Alternate.

3. MINUTES

3.1 REGULAR MEETING, MAY 10, 2011 (0410-50)

Motion to approve the minutes of the May 10, 2011, regular meeting, made by m/Mayor Pro Tempore Carruth, s/Council Member Bressette.
Approved by a vote of 4-0.

4. CONSENT CALENDAR

Motion to approve the Consent Calendar, made by m/Mayor Pro Tempore Carruth, s/Council Member Bressette.
Approved by a vote of 4-0.

4.1 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED

Waived reading of Ordinances and Resolutions.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 24, 2011 (0300-30)

Approved the Warrant Register in the amount of \$956,725.50.

4.3 PROGRESS PAYMENT NO. 2 FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239 (0400-10)

Approved Contract Change Order No. 1 and Progress Payment No. 2, in the net amount of \$80,905.32, to Signature Contractors, for Community Center & Sports Complex Playground Renovations and Light Refurbishment, CIP No. 514, and Costeau Park Playground Renovations, CIP No. 239.

4.4 AUTHORIZATION TO PURCHASE TRAFFIC SIGNAL EQUIPMENT FOR THE AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164 (0400-10)

Authorized the direct purchase of traffic signal equipment from Econolite and video equipment from Phoenix Highway Products as described herein for the Avenida de la Carlota Widening Project, CIP No. 164, in the total estimated amount of \$41,522.

4.5 APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE DUE TO STORM DAMAGE (0220-25)

Adopted Resolution No. 2011-05-24-1, a Resolution of the City Council of the City of Laguna Hills, California, designating the City Manager as the applicant's agent for obtaining federal financial assistance for storm damage.

4.6 PROPOSED AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH HOGLE-IRELAND, INC., FOR CONTRACT PLANNING SERVICES, EXTENSION OF TERM (0400-10)

Approved proposed Amendment No. 1 to the Professional Services Agreement with Hogle-Ireland, Inc., for planning services, extending the Agreement for two years subject to the expenses allowed by Amendment No. 1, and authorized the City Manager to sign the Agreement in a form acceptable to the City Attorney.

4.7 ONE-YEAR EXTENSION OF JANITORIAL SERVICES AGREEMENT WITH THE RITZ COMPANIES FOR LAGUNA HILLS COMMUNITY CENTER (0400-10)

Authorized the City Manager to Execute Amendment No. 1 to Janitorial Services Agreement with the Savoy Contractors Group Inc., dba The Ritz Companies, for janitorial services at the Laguna Hills Community Center.

4.8 AUTHORIZATION TO CONTRACT WITH MOSS, LEVY & HARTZHEIM, LLP, FOR THE AUDIT OF THE CITY'S FINANCIAL STATEMENTS FOR AN ADDITIONAL THREE FISCAL YEARS: FY 2010-11, FY 2011-12, AND FY 2012-13 (0400-10)

Authorized the City Manager to execute a Professional Services Agreement with Moss, Levy & Hartzheim, LLP, to perform the financial audit for the City for FY 2010-11, FY 2011-12, and FY 2012-13.

5. PLANNING AGENCY

Mayor Songstad 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 7:14 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Songstad, Vice Chair Carruth, Agency Member Bressette, and Agency Member Lautenschleger

Absent: Agency Member Kogerman

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES OF THE REGULAR MEETING OF MAY 10, 2011 (0120-10)

**Motion to approve the Planning Agency minutes of the May 10, 2011, regular meeting, made by m/Vice Chair Carruth, s/Agency Member Bressette.
Approved by a vote of 4-0.**

5.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Songstad reconvened the City Council meeting at 7:15 PM. All Council Members were present, with the exception of Council Member Kogerman.

6. CITY COUNCIL PUBLIC HEARINGS

6.1 2011 WEED ABATEMENT PROGRAM PUBLIC HEARING (0240-50)

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

**Adopted Resolution No. 2011-05-24-2, a Resolution of the City Council of the City of Laguna Hills, California, issuing an abatement order and authorizing the Director of Public Services/City Engineer to commence enforcing weed, rubbish, and refuse abatement against specified parcels of land, made by m/Council Member Bressette, s/Mayor Pro Tempore Carruth.
Approved by a vote of 4-0.**

7. ADMINISTRATIVE REPORTS

7.1 City Manager

7.1.1. CHANGES IN HEALTH INSURANCES PROGRAM (0400-10)

Adopted Resolution No. 2011-05-24-3, A Resolution of the City Council of the City of Laguna Hills, California, approving the form of and authorizing the execution of a Memorandum of Understanding and authorizing participation in the Special District Risk Management Authority's Medical Benefits Program; and adopted Resolution No. 2011-05-24-4, A Resolution of the City Council of the City of Laguna Hills, California, approving the form of and authorizing the execution of a Memorandum of Understanding and authorizing participation in the Special District Risk Management Authority's Health Benefits Ancillary coverages, made by m/Mayor Pro Tempore Carruth, and s/Mayor Songstad Approved by a vote of 4-0.

7.2 Chief of Police Services

7.2.1. FY 2011-2012 LAW ENFORCEMENT SERVICES AGREEMENT (0400-10)

Authorized the Mayor to execute the FY 2011-2012 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills, made by m/Mayor Pro Tempore Carruth, s/Mayor Songstad Approved by a vote of 3-1 (Council Member Bressette voting no.)

8. OTHER BUSINESS

8.1 COUNCIL MEMBER BRESSETTE

8.1.1. REQUEST TO REDUCE FEES FOR THE 3/5 MARINES PARTICIPATING IN THE MEMORIAL DAY HALF MARATHON AND 5K RACE AND TO REFUND THE \$200 BOOTH FEE PAID BY TEAM DARK HORSE (0950-20)

Mike Bland, Laguna Hills, spoke in support of discounting the rate charged to the 3/5 Support Committee for the 16 active duty Marines that would participate in the Memorial Half Marathon and 5K Race and that the \$200 booth fee be refunded to Team Dark Horse.

Evan Gost, Laguna Hills, was in support of the discounted rate and of the refund to Team Dark Horse.

Mav Bressette, Laguna Hills, was in support of the discounted rate and of the refund to Team Dark Horse.

**Authorized staff to charge the 3/5 Battalion Support Committee a discounted rate of \$14.00 per each 3/5 active duty Marine that participates in the Memorial Day Half Marathon and 5K Race and that the finish line Community Expo fee be refunded to Team Dark Horse if it has already been paid, made by m/Mayor Pro Tempore Carruth, s/Council Member Bressette.
Approved by a vote of 4-0.**

9. MATTERS PRESENTED BY MAYOR AND COUNCIL MEMBERS

MAYOR SONGSTAD

Mayor Songstad reported on his attendance at a recent board meeting for the State Division of the California League of Cities.

10. CLOSED SESSION

Mayor Songstad recessed the meeting into Closed Session at 8:11 PM.

10.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code § 54956.8

Property: 24031 El Toro Road, Suite No. 250, Laguna Hills

Agency Negotiator: Bruce Channing, City Manager

Negotiating Parties: City of Laguna Hills and Windstone Behavioral Health

Item Under Negotiation: Terms and Conditions of Lease

10.2 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code § 54956.8

Property: 24031 El Toro Road, Suite No. 260, Laguna Hills

Agency Negotiator: Bruce Channing, City Manager

Negotiating Parties: City of Laguna Hills and Rick Finelli

Item Under Negotiation: Terms and Conditions of Lease

Mayor Songstad reconvened the meeting at 8:30 PM. All Council Members were present with the exception of Council Member Kogerman.

City Attorney Simonian indicated that no reportable action was taken.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Songstad declared the meeting adjourned at 8:30 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

L. ALLAN SONGSTAD, JR., MAYOR

APPROVED AT MEETING OF _____.

CITY OF LAGUNA HILLS
AGENDA REPORT
ADMINISTRATIVE SERVICES DEPARTMENT

**ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
 JUNE 14, 2011.**

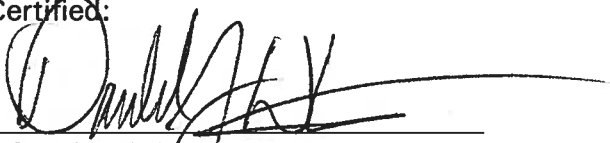
SUMMARY:

In accordance with Government Code Section 37202, the Finance Manager prepares the attached warrant register, which reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies that funds are available 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

6-9-11
DATE

FISCAL IMPACT:

The warrant register total is \$ 584,820.08

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER
IN THE AMOUNT OF \$ 584,820.08.**

ATTACHMENTS:

1. **Warrant Register**

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 14, 2011**

6/14/2011 ITEM NO. 4

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:				
AQUA CHILL OF MISSION VIEJO		Facility Maintenance, Water Filtration System, Community Center, May '11	8801346	\$ 82.65
ASHWORTH AWARDS		Program Supplies Deposit, 1/2 Marathon and 5K Event, Community Services, May '11	8801332	2,965.20
ASHWORTH AWARDS		Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '11	8801367	3,394.49
AT&T		Communication Expense, Administrative Services Fax Line, May '11	8801370	83.53
AT&T- CALNET 2		Communication Expense, Alarm System, 2-Way Line, Switchboard, Modem, Frame Relay, T-1 Line and Traffic Control, May '11	8801373	1,773.19
AT&T MOBILITY		Wireless Access, May '11	8801371	30.60
AU-YEUNG, MELISSA		Travel Advance, Administrative Services, May '11	8801333	300.00
AU-YEUNG, MELISSA		Travel Reimbursement, Administrative Services, May '11	8801374	28.00
BALLOONS SOUND GREAT		Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '11	8801368	421.88
C&D ELECTRIC, INC.		Lighting Repairs, City Hall, Apr '11	8801347	130.00
CARSON, ANTHONY D.		Program Expense, 1/2 Marathon and 5K Event, Community Services, May '11	8801348	450.00
CHEVRON		Vehicle Fuel, May '11	8801375	2,218.52
EL TORO WATER DISTRICT		Water Usage, Parks, Apr '11	8801376	12,153.49
EVERBANK COMMERCIAL FINANCE		Lease - Copier, City Hall, May '11	8801349	223.09
FEDERAL EXPRESS CORPORATION		Delivery Expense, May '11	8801334	24.07
FIVE STAR TOURS		Program Expense, 1/2 Marathon and 5K Event, Community Services, May '11	8801350	1,500.00
G & M OIL		Refund, CUP 2-11-1877, CR# 41945	8801377	25.00
IRVINE RANCH WATER DISTRICT		Water Usage, Parks, Apr '11	8801335	149.90
JOHNS, PEGGY		Reimbursement, Training, City Clerk, May '11	8801351	1,016.42
JONES, VERN		Travel Advance, Planning, May '11	8801336	300.00
JONES, VERN		Travel Reimbursement, Planning, May '11	8801378	40.70
NEXTEL COMMUNICATION		Communication Expense, Community Services, Apr '11	8801379	194.96
OROS CONSULTING SERVICES, LLC		Professional Fees, Computer Consulting Services, May '11	8801352	5,427.50
PYRO-SPECTACULARS, INC.		Program Expense Deposit, 4th of July Event, Community Services	8801337	12,337.50

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 14, 2011**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
RALPHS GROCERY COMPANY	Program Supplies, Community Services, Mar - Apr '11	8801338	72.64
REFUND, COMMUNITY SVCS PROGRAM	A. Lezama, V# 2002030.002	8801353	30.00
REFUND, FACILITY RENTAL DEPOSIT	S. Jun, V# 2001989.002	8801339	500.00
REFUND, FACILITY RENTAL DEPOSIT	Impact Partners, Inc., V# 2001962.00	8801340	250.00
REFUND, FACILITY RENTAL DEPOSIT	L. Tate, V# 2002032.002	8801341	250.00
REFUND, FACILITY RENTAL DEPOSIT	H. Mendoza, V# 2002031.002	8801342	500.00
REFUND, FACILITY RENTAL DEPOSIT	The Pillars Group, LLC, V# 2002042.002	8801354	460.00
REFUND, FACILITY RENTAL DEPOSIT	J. Major, V# 2002035.002	8801355	500.00
REFUND, FACILITY RENTAL DEPOSIT	J. Coakley, V# 2002039.002	8801356	250.00
REFUND, FACILITY RENTAL DEPOSIT	C. Griesbach, V# 2001979.002	8801357	500.00
REFUND, FACILITY RENTAL DEPOSIT	E. Fontaine, V# 2002043.002	8801358	500.00
REFUND, FACILITY RENTAL DEPOSIT	National Charity League, V# 2002040.002	8801359	500.00
REFUND, FACILITY RENTAL DEPOSIT	O'Connor Mortuary, V# 2002047.002	8801360	250.00
REFUND, FACILITY RENTAL DEPOSIT	C. Campos, V# 2002051.002	8801380	500.00
REYNOLDS, DAVID	Petty Cash Replenishment, Community Services, May '11	8801361	316.41
SAN DIEGO GAS & ELECTRIC	Electric Usage, Street Lights and Traffic Control, Apr '11	8801343	8,612.75
SAN DIEGO GAS & ELECTRIC	Electric Usage, Community Center, Parks and Street Lights, Apr '11	8801362	12,973.75
SMART & FINAL	Program Supplies, Community Services and Office Supplies, City Hall, Apr '11	8801363	410.30
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Apr '11	8801344	367.62
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, May '11	8801364	1,175.06
SOUTHERN CALIFORNIA EDISON	Electric Usage, Parks and Traffic Control, May '11	8801381	1,369.80
TARGET STORES	Program Supplies, Community Services, May '11	8801382	11.54
THE GAS COMPANY	Gas Usage, Community Center, Apr '11	8801365	83.77
TOTALFUNDS BY HASLER	Postage, Apr '11	8801366	0.59
TRISKELION EVENT SERVICES, INC.	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '11	8801369	305.00
ULTIMATE POOL REMODELING	Pool Bond Refund, CR# 41049	8801383	500.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 14, 2011**

6/14/2011 ITEM NO. 4.2

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
WALLCON, INC. WHITE, DONALD	Refund, C&D Deposit, CR# 41422	8801384	1,904.00
	Travel Advance, Administrative Services, May '11	8801345	375.00
	Total Prepaid Warrants:	\$	78,738.92
REGULAR WARRANTS:			
A. C. LANDSCAPE, INC.	Water Management Services, Irrigation Repairs, May '11	8801386	\$ 4,196.34
ALISO MEADOWS CONDOMINIUM ASN.	Progress Payment #3 Final Payment 10/11, Aliso Meadows Rehabilitation Project, CDBG, Jun '11	8801454	15,947.80
ALL CITY MANAGEMENT, INC.	Crossing Guard Services, 04/24/11 - 05/21/11	8801387	6,840.00
APPRECIATION AWARDS	Office Supplies, May '11	8801388	10.88
AQUA CHILL OF MISSION VIEJO	Facility Maintenance, Water Filtration System, Community Center, Apr and Jun '11	8801389	165.30
ATHALYE CONSULTING ENGINEERING	Professional Fees, La Paz Widening @ I-5 CIP # 159	8801390	49,737.08
A-THRONE CO., INC.	Program Expense, Community Services, May '11	8801385	114.80
BEE MAN, THE	Bee Removal, Parks, Apr '11	8801391	342.00
BIG TOP RENTALS	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '11	8801392	3,605.60
BILL'S SOUND & SECURITY	Facility Maintenance, Alarm Systems, Community Center, Apr '11	8801393	333.00
BUREAU VERITAS NORTH AMERICA	Professional Fees, Costeau & Stockport Playground Renovation CIP # 239, Annual Street Maintenance CIP # 101, Sports Complex Renovations CIP # 514, El Toro Rd @ Carlota Street Improvements CIP # 164 and On Call Inspections, Apr '11	8801394	84,461.41
C & A ATHLETICS	Uniforms and Program Supplies, Community Services, May '11	8801395	796.60
C&D ELECTRIC, INC.	Lighting Inspection and Repairs, Parks and Community Center, May '11	8801396	2,225.53
C2 REPROGRAPHICS	Printing, El Toro Rd @ Carlota Street Improvements CIP # 164	8801397	100.81
CA CITY MANAGEMENT FOUNDATION	Annual Membership, Administrative Services, FY 11/12	8801398	800.00
CALIFORNIA OFFICE SYSTEMS	Usage - Copier, Community Center, May '11	8801399	207.77
CALIFORNIA YELLOW CAB	Dial-a-Taxi, Senior Transportation Program, Apr '11	8801400	370.00
CDW GOVERNMENT, INC.	Computer Hardware, Police Services, May '11	8801401	310.18
CODE PUBLISHING COMPANY, INC.	Online Municipal Code Update, City Clerk, May '11	8801402	682.05

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 14, 2011**

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
COMPETITOR SC	Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, May '11	8801403	800.00
COMPLETE OFFICE OF CALIFORNIA	Office Supplies, Community Center, May '11	8801404	189.16
COUNTY OF ORANGE	NPDES, City's Share, FY 11/12	8801430	3,675.00
CRYSTAL DIGITAL IMAGES	Website Modifications, GotFossils.com, May '11	8801405	100.00
DATA TICKET, INC.	Processing Fee, Parking Citations, Apr '11	8801406	693.00
DIAMOND ENVIRONMENTAL SERVICES	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '11	8801407	105.00
ELECTRIC CITY PRINTING COMPANY	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '11	8801408	766.83
ELKINS, CHRISTINA	Contract Instructor Fee, Dancing Spring Session, Community Services	8801409	205.80
EMC DESIGN	Exhibit Displays, ICSC RECON Convention, May '11	8801410	8,057.50
FIRST ADVANTAGE CORPORATION	Pre-employment Drug Testing, Jan '11	8801411	7.32
GOVPARTNER	Hosting Fees, Request Partner, May '11	8801412	500.00
GREEN MART, INC.	Operating Supplies, Parks, May '11	8801413	516.56
HANSEN, MARIA	Contract Instructor Fee, Zumba Spring Session, Community Services	8801414	767.20
HARTZOG & CRABILL, INC.	Professional Fees, Traffic Engineering Services, El Toro Rd @ Carlota Street Improvements CIP # 164, Apr '11	8801415	7,485.80
HOGLE-IRELAND, INC.	Professional Fees, General Planning Services, Mar '11	8801416	780.00
IRON MOUNTAIN OFFSITE	Off Site Data Storage, Apr '11	8801417	198.34
IRV SEAVER MOTORCYCLES	Motorcycle Maintenance, Police Services, May '11	8801418	3,117.16
JAMEY CLARK, INC.	Professional Fees, Sports Complex Renovations CIP # 514, Miscellaneous Park Repairs and Graffiti Removal, Apr '11	8801419	9,642.36
JCTEES.COM CORPORATION	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '11	8801420	11,121.90
JOE A. GONSALVES & SON	Professional Fees, Legislative Services, Jun '11	8801421	2,900.00
JORDAN, CHARLENE	Contract Instructor Fee, Super Sitters Spring Session, Community Services	8801422	691.60
LINDY OFFICE PRODUCTS	Operating Supplies, May '11	8801423	40.56
MCKINLEY ELEVATOR CORPORATION	Facility Maintenance, Wheelchair Lift, Community Center, May '11	8801424	182.63
MIDTOWN PLUMBING, INC.	Facility Maintenance, Plumbing, Community Center, May '11	8801425	227.12

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 14, 2011**

6/14/2011 ITEM NO. 42

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
NEWPORT OFFICE EQUIPMENT	Typewriter Repair, Administrative Services, May '11	8801426	104.00
NIEVES LANDSCAPE, INC.	Monthly Maintenance and Other Assorted Landscape Services, Apr - Jun '11	8801427	74,128.91
NIMMO, DAVID	Contract Instructor Fee, Clog Dancing Spring Session, Community Services	8801428	630.00
NOLAN, PAUL, EMT-D	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '11	8801429	525.00
OFFICE SOLUTIONS	Computer, Office and Operating Supplies, May '11	8801432	969.85
ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, City Clerk, Apr '11	8801433	947.82
ORANGE COUNTY TREASURER	Parking Fee Surcharge, Apr '11	8801437	2,345.50
ORANGE COUNTY TREASURER	Traffic Signal Maintenance, Dec '10	8801448	9,946.82
ORKIN PEST CONTROL	Facility Maintenance, Pest Control, Community Center, May '11	8801434	275.42
PACIFIC COAST RACE TIMING	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '11	8801435	570.00
PAPER RECYCLING SPECIALISTS	Professional Fees, Recycling Program, Mar '11	8801436	50.00
PRO LINE GYMNASIUM FLOORS	Facility Maintenance, Gymnasium Floor, Community Center, May '11	8801438	4,650.00
QUIKSILVER COURIER	Delivery Expense, May '11	8801439	29.64
RICHARD FISHER ASSOCIATES	Professional Fees, Renovation Costeau & Stockport Park CIP # 239 and On Call Landscaping, May '11	8801440	8,943.09
RPW SERVICES, INC.	Insect Control, Parks, May '11	8801441	2,210.00
SADDLEBACK VALLEY UNIFIED	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '11	8801442	50.00
SIGNATURE CONTRACTORS	Progress Payment #3, Costeau & Stockport Playground Renovation CIP # 239 and Sports Complex Renovations CIP # 514	8801443	91,528.75
SOUTHERN CAL ASSOC OF GOVTS	Annual Membership, Administrative Services, FY 11/12	8801444	3,173.00
STAPLETON, VIVIAN	Contract Instructor Fee, Early Childhood Music Spring Session, Community Services	8801445	530.26
STEINY AND COMPANY, INC.	Retention Payment, La Paz Signal Synchronization CIP # 174	8801446	27,589.78
THE RITZ COMPANIES	Carpet Cleaning and Janitorial & Day Porter Services, Community Center, May - Jun '11	8801447	6,313.00
WEST COAST ARBORISTS, INC.	Tree Trimming, Apr '11	8801449	14,223.00
WEST PUBLISHING CORPORATION	Subscription, City Clerk, Apr '11	8801450	165.32
WILLDAN	Professional Fees, Annual Street Maintenance CIP # 101	8801451	5,000.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 14, 2011**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
WOODRUFF, SPRADLIN & SMART XEROX CORPORATION	<i>Professional Fees, Legal Services, Apr '11</i>	8801452	25,670.50
	<i>Lease and Usage - Copier, City Hall, May '11</i>	8801453	1,493.51
			\$506,081.16
		**WARRANT REGISTER TOTAL **	\$ 584,820.08

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

ISSUE: PROGRESS PAYMENT NO. 3 FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239

SUMMARY:

Work on the Community Center & Sports Complex Playground Renovations and Light Refurbishment, CIP No. 514, and Costeau Park Playground Refurbishment, CIP No. 239, began on February 28, 2011, and is being performed by Signature Contractors. Work performed in May included clearing and grubbing, surface and cushion installation, fixture installation, and landscaping. The contractor has submitted the third progress payment request for approval.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A ten (10) percent retention is withheld from each payment to assure final performance of the work. The contractor for the project, Signature Contractors, has submitted the third progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
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Community Center Playground

2	Clearing & Grubbing	.5	LS	\$14,173.00	\$ 7,086.50
3	Unclassified Fill	2.8	CY	\$ 84.00	\$ 235.20

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF \$91,528.74, TO SIGNATURE CONTRACTORS, FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239.

Agenda Report
Progress Payment No. 3 for CIP No. 514/239
Page 2

4	Surface & Cushion	4,350.3	SF	\$	13.86	\$60,295.95*
5	New Surface Color	4,590	SF	\$	6.35	\$29,146.50
6	Water Valves	.7	LS	\$	6,888.00	\$ 4,821.60

Lighting

2-7	New Outlet Covers	3	EA	\$	14.67	\$ 44.01
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Costeau Park Playground

3-4	New Surface & Cushion	1.355	SF	\$	9.49	\$ 12.85*
3-8	Concrete Paving	-100	SF	\$	10.64	<\$ 1,064.00>
3-12	Planting	1	LS	\$	1,120.00	\$ 1,120.00

Total To Date	\$233,857.38	
Less Prior Billing	<u>\$132,158.77</u>	
Total This Period	\$101,698.61	\$101,698.61
Less 10% Retention		<u>\$(10,169.87)</u>
		\$ 91,528.74

*Totals not exact due to rounding.

Both of the park playgrounds in the project have been opened for public use. Minor finish work is still in process by the contractor and is expected to be completed this month. During the surfacing replacement at the Community Center Playground, it was determined that the base rubber layer could not be re-used due to sand contamination. As a result of this condition a significant increase in the quantity of Bid Item No. 4 was required causing a cost of project increase of approximately \$24,373.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Community Center & Sports Complex Playground Renovations and Light Refurbishment, CIP No. 514, and Costeau Park Playground Renovations, CIP No. 239.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF \$91,528.74, TO SIGNATURE CONTRACTORS, FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239.

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

**ISSUE: PROFESSIONAL SERVICES AGREEMENT WITH WOLFE
ENGINEERING AND DESIGN, INC., FOR ON-CALL ENGINEERING
DESIGN AND STAFF SUPPORT SERVICES**

SUMMARY:

Wolfe Engineering and Design, Inc., (Wolfe Engineering) is one of seven professional engineering firms that are on contract with the City for a variety of on-call services as support to staff and to provide design, construction administration, and technical engineering services as needed. The current five-year Agreement with Wolfe Engineering will expire at the end of June and staff recommends a new five-year Professional Services Agreement be approved with this firm.

BACKGROUND:

The City utilizes a contract model to deliver necessary services and this approach is also utilized for the provision of technical support services that are not otherwise embodied within staff. To that end, the City keeps a varied group of engineering firms on contract to provide services ranging from soils engineering to traffic engineering to civil engineering. One of the firms being utilized on an on-call basis is Wolfe Engineering. The Professional Services Agreement with this firm expires on June 30, 2011, and staff recommends that a new five-year term Agreement be entered into with this firm.

Wolfe Engineering is a multi-disciplined civil engineering firm located in Tustin, California, and provides a variety of design services and staff augmentation services. This firm has primarily served the City with civil engineering design work for major pavement rehabilitation projects. Recent projects completed based upon the design of Wolfe Engineering include the Moulton Parkway Pavement Rehabilitation Project from Via Lomas to Glenwood Avenue and the Laguna Hills Drive Pavement Rehabilitation Project from Moulton Parkway to Paseo de Valencia. Wolfe Engineering has

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROFESSIONAL
SERVICES AGREEMENT WITH WOLFE ENGINEERING AND DESIGN, INC., AND
AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

satisfactorily demonstrated their capabilities to quickly, efficiently, and cost-effectively deliver their services to the City.

Wolfe Engineering has expressed an interest in continuing to serve the needs of the City with a proposal that is attached to the proposed Professional Services Agreement.

FISCAL IMPACT:

The proposed Professional Services Agreement with Wolfe Engineering is a stand-by, on-call Agreement with a maximum contract value of \$150,000 over a period of five years. On an as-needed basis, Wolfe Engineering will be invited to submit a proposal and, if accepted, a task order will be issued to perform the work within the limits of the project specific proposal and budget.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH WOLFE ENGINEERING AND DESIGN, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Wolfe Engineering and Design, Inc.

On-Call Engineering Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 14th day of June 2011, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and Wolfe Engineering and Design, Inc., a California Corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of Consulting Civil Engineering firm for on-call engineering services, staff augmentation and general civil engineering design services (the "Project").

B. Consultant has submitted to City a proposal to provide professional Civil Engineering services to City for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Proposal/Scope of Work, dated May 23, 2011, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's services and work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by professionals in the same discipline in the

State of California. Consultant represents and maintains that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original May 23, 2011 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply with all applicable Federal, State, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any services, Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance

of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "B" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Fifty thousand dollars (\$150,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "B." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Work may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's

Services under this Agreement are completed, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

Annually, beginning July 1, 2012, Consultant may request an adjustment in the professional hourly rates for services set forth in Exhibit "B," not to exceed the percentage change in the Consumer Price Index for the Los Angeles Region for the preceding twelve months as of April of each year. Approval of an annual adjustment in the professional hourly rates pursuant to this section shall be at the sole discretion of the City Manager and an adopted Budget.

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

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

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance (Exhibit "A").

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the

Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for five (5) years until June 30, 2016, except as otherwise provided in Section 3.2 above. Upon mutual written agreement of the Parties, this Agreement may be extended for one additional five (5) year term on the same terms and conditions; however, in no event shall the total contract term of this Agreement exceed ten (10) years.

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

4. COORDINATION OF WORK

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

4.2 Contract Officer. The Contract Officer shall be such person as may be

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

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

4.4 Independent Contractor.

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

be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

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

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

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the

policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

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

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

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance 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.

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

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

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

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

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

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

- 5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.
- 5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.
- 5.3.5 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.8 Consultant agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.

- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.
- 5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Verification of Coverage. Consultant shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims

arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall

be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

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

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

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and

complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

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

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

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653

Telephone: (949) 707-2600
Facsimile: (949) 707-2633

To Consultant:

Wolfe Engineering and Design, Inc.
Attention: Lori Wolfe, P.E., President
360 East 1st Street, #262
Tustin, CA 92780
Telephone: (714) 402-9645

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

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

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

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

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

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he is signing is bound.

10.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

“CITY”

CITY OF LAGUNA HILLS,
a California municipal corporation

BRUCE E. CHANNING
City Manager

ATTEST:

(SEAL)

PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”

WOLFE ENGINEERING AND DESIGN, INC.

LORI WOLFE, P.E.
President

JEFFREY S. WOLFE
Secretary

EXHIBIT “A”

MAY 23, 2011 PROPOSAL/ SCOPE OF WORK

INCLUDING

SCHEDULE OF PERFORMANCE



May 23, 2011

CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

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

Subject: Proposal to Renew existing On-Call Engineering Services Contract

Dear Mr. Rosenfield:

Over the past five years, I have appreciated the City's relationship with my firm and would like to thank the City for the work they have given my firm during this term. It has been a pleasure to work with you and I look forward to continuing our relationship.

Wolfe Engineering is ready to provide continued services to the City and requests an extension of the term and budget of the existing On-Call Contract. Our current Rate Schedule is attached for your review and our new address is 360 E 1st Street #262, Tustin, CA 92780.

Wolfe Engineering appreciates the confidence the City of Laguna Hills has shown in us by requesting this proposal. We look forward to working with you in completing future projects for the City. Should you have any questions concerning this proposal, please feel free to contact me at (714) 402-9645.

Sincerely,

Wolfe Engineering

A handwritten signature in blue ink that reads "Lori Wolfe". The signature is fluid and cursive, with the first and last names clearly distinguishable.

Lori Wolfe, P.E.
Principal

360 E 1st Street #262, Tustin, California 92780
VOICE (714) 402-9645
loriwolfe@wolfe-engineering.com

WOLFE ENGINEERING AND DESIGN, INC.
PROPOSAL/SCOPE OF WORK

A. GENERAL CIVIL ENGINEERING SERVICES

1. Attend a pre-design meeting with the City.
2. Data Research
 - Collect, from the City, available improvement plans of the roadway.
 - Review existing plans/survey/base maps/cross-sections.
 - Research existing right-of-way from assessor parcel maps available at the County of Orange.
 - Notify utility companies and obtain their facilities plans. Utility companies are now charging fees for consultants requesting utility information. Those fees are waived in most instances if the request comes directly from the City Engineer. We will prepare a letter for the City Engineer's signature requesting the information.
3. Field Verification
 - Field verify pavement to determine pavement removal and replacement areas, crack sealing, manhole covers and water valve adjustments, other above ground utilities to be relocated or adjusted to grade, driveways, sidewalk, curb & gutter and curb ramps to be replaced and existing striping.
4. Survey
 - If needed, retain a California Licensed Surveyor for line, grade, and topographic services.
5. Prepare street improvement plans to include the following sheets:
 - Title Sheet with Location Map and General Notes (1 sheet)
 - Typical Section and Detail Sheet (1 sheet)
 - Plan Sheets with limits of asphalt grinding, reconstruction, and overlay shown at a scale of 1"=40'
 - Striping Plans
 - All plans to be on 24" by 36" reproducible Mylar.
6. Prepare quantity takeoff and Engineer's cost estimate of construction.
7. Prepare contract documents and specifications per the "Greenbook" and per City format.

8. Prepare 100% submittal package to the City and one-time revisions per review comments.
9. Provide support services during the bidding phase and attend one pre-construction meeting.
10. Prepare funding documents to be processed through Caltrans Local Assistance in accordance with the Local Programs Manual, as needed.
11. Prepare Caltrans Encroachment Permit applications, as needed.

B. STAFF AUGMENTATION SERVICES

1. Provide Construction Management, as needed.
2. Provide Inspection Services, as needed.
3. Provide Plan Check Services, as needed.
4. Provide City Engineering Services, as needed.

C. EXCLUDED ITEMS

The above Scope of Services does not include any of the following items:

- Aerial photogrammetry.
- Cross-sections for crown correction.
- Subsurface exploration and testing or geotechnical report.
- Hydrology/hydraulic studies or reports.
- Construction observation or support.

If the City requests any of the above items, the City and Wolfe Engineering and Design, Inc. will develop an amended Scope of Work.

D. PROJECT SPECIFIC PROPOSALS

All work to be subject to the submittal of a project proposal consistent with the Schedule of Compensation shown in Exhibit "B" and the issuance of a Task Order authorizing the work.

EXHIBIT “B”

SCHEDULE OF COMPENSATION/ FEES

Fee Schedule

HOURLY CHARGES FOR PERSONNEL

Principal Engineer	\$150. ⁰⁰
Senior Project Manager	\$115. ⁰⁰
Senior Project Engineer	\$110. ⁰⁰
Project Engineer	\$105. ⁰⁰
Senior Staff Engineer	\$99. ⁰⁰
Staff Engineer	\$96. ⁰⁰
Engineering Assistant	\$80. ⁰⁰
Designer II	\$95. ⁰⁰
Designer I	\$90. ⁰⁰
Construction Manager	\$130. ⁰⁰
Inspector	\$87. ⁰⁰
Senior Surveyor	\$105. ⁰⁰
2-Man Survey Crew	\$200. ⁰⁰
CADD Operator II	\$110. ⁰⁰
CADD Operator I	\$90. ⁰⁰
Word Processor II	\$70. ⁰⁰
Word Processor I	\$60. ⁰⁰
Clerical	\$45. ⁰⁰
Administrative Management	\$110. ⁰⁰
Administrative Assistant	\$65. ⁰⁰
Plan Checker III	\$120. ⁰⁰
Plan Checker II	\$95. ⁰⁰
Plan Checker I	\$85. ⁰⁰

OTHER CHARGES

Reimbursable expenses incurred in connection with the work will be billed at cost plus 15%. Such reimbursable expenses include the following:

Reproductions, printing, maps and project specific supplies related to the job.

Soils Engineers, surveyors, and other outside services.

Project specific fees, insurance, permits and licenses.

This Schedule of Hourly Rates is incorporated into the agreement for the services provided. The effective dates of this schedule are January 2011 to December 2011 and will be adjusted thereafter.

INVOICES

Invoices will be submitted to the City monthly and are due upon receipt.

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

**ISSUE: AMENDMENT NO. 2 TO DISTRICT AGREEMENT NO. 12-520 WITH
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 FOR THE LA PAZ ROAD WIDENING AT INTERSTATE 5, CIP NO. 159**

SUMMARY:

The La Paz Road Widening at Interstate 5, CIP No. 159, project is being performed in conjunction with a Cooperative Agreement with the State of California Department of Transportation (Caltrans) and requires an extension of the term of the Agreement. The current Agreement, as modified by Amendment No. 1 to the Agreement, will expire on June 30, 2011. The construction of the project will not be substantially completed for another year and the landscape maintenance period will continue beyond that time. Therefore, Caltrans has requested the City approve Amendment No. 2 to District Agreement No. 12-520 to extend the term of this Agreement to December 29, 2013. The proposed Amendment No. 2 is attached along with Amendment No. 1 and the original Agreement for reference. Approval of Amendment No. 2 is recommended.

FISCAL IMPACT:

Amendment No. 2 to District Agreement No. 12-520 for the La Paz Road Widening at Interstate 5, CIP No. 159, will require Caltrans to continue to support the project and allow the City to access needed services from Caltrans for the project. The cost for these services is included in the Fiscal Year 2010-2011 Capital Improvement Program Budget.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 2 TO DISTRICT AGREEMENT NO. 12-520, FOR THE LA PAZ ROAD WIDENING AT INTERSTATE 5, CIP NO. 159, AND AUTHORIZE THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST THERETO.

ATTACHMENTS:

- Amendment No. 2 to District Agreement No. 12-520
- Amendment No. 1 to District Agreement No. 12-520
- District Agreement No. 12-520

12-ORA-005 KP 26.5/26.9 (PM 16.5/16.7)
Construct an additional lane Eastbound at I-5/La
Paz Rd. undercrossing, add one additional lane at SB off-ramp to
La Paz Road, and reconfigure SB on-ramp to a standard loop ramp
12231-0H0210, Project ID: 12 0000 0167
District Agreement No. 12-520-A2

AMENDMENT No. 2 TO AGREEMENT

This AMENDMENT No. 2 TO AGREEMENT, ENTERED INTO EFFECTIVE
ON _____, 2011 is between the STATE OF CALIFORNIA,
acting by and through its Department of Transportation referred to herein as STATE, and

CITY OF LAGUNA HILLS,
a body political and a municipal corporation of the
State of California, referred to herein as "CITY."

RECITALS

1. The parties hereto entered into an Agreement (District Agreement No. 12-520) on May 2, 2006, said AGREEMENT defining the terms and conditions of a project to improve I-5/La Paz Road Interchange on Route 5, referred to herein as "PROJECT".
2. The parties hereto also entered into an Amendment No. 1 to Agreement on June 26, 2009, to extend the termination date from June 30, 2009 to June 30, 2011.
3. It has been determined that PROJECT activities will not be completed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED:

1. The termination date specified in SECTION III, Article 18 of the original Agreement shall now be December 29, 2013 instead of June 30, 2011.
2. The other terms and conditions of said Agreement shall remain in full force and effect.
3. This Amendment No. 2 to Agreement is hereby deemed to be part of said Agreement.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Cindy McKim
Director of Transportation

By: _____
FRANK LIN
Acting Deputy District Director
Capital Projects Outlay Program

CITY OF LAGUNA HILLS

By: _____
L. ALLAN SONGSTAD, JR.
Mayor

APPROVED AS TO FORM:

By: _____
GREGORY E. SIMONIAN
City Attorney

APPROVED:

By: _____
~~MARY A. CARLSON~~ PEGGY J. JOHNS
City Clerk

CERTIFIED AS TO FUNDS:

By: _____
NEDA SABER
District Budget Manager

Date: _____

12-ORA-005-PM-16.5/ PM 16.7
Construct an additional lane Eastbound at I-5/La Paz
Rd. undercrossing, add one additional lane at SB off-
ramp to La Paz Road, and reconfigure SB on-ramp
to a standard loop ramp

12231-0H0210

District Agreement No. 12-520 A-1

AMENDMENT NO. 1 TO AGREEMENT

~~THIS~~ AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON
June 26, 2009, is between the STATE OF CALIFORNIA, acting by and through
its Department of Transportation, referred to herein as "STATE", and the

CITY OF LAGUNA HILLS, a body politic and a municipal
corporation of the State of California, referred to herein as "CITY".

RECITALS

1. The parties hereto entered into an Agreement No. 12-520, on May 2, 2006, said Agreement defining the terms and conditions of a project to improve I-5/La Paz Road Interchange on Route 5, referred to herein as "PROJECT".
2. It has been determined that the construction of PROJECT will not be completed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED:

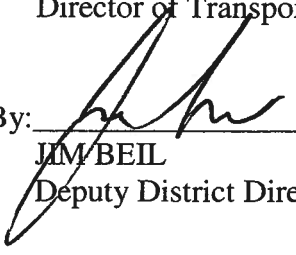
1. The termination date specified in Section III, Article 18 of the original Agreement shall now be June 30, 2011 instead of June 30, 2009.
2. All other terms and conditions of said Agreement No. 12-520 shall remain in full force and effect.
3. This Amendment No. 1 to Agreement is hereby deemed to be a part of Agreement No. 12-520

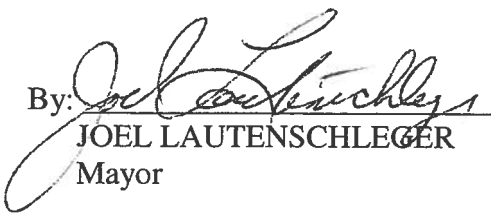
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

CITY OF LAGUNA HILLS

WILL KEMPTON
Director of Transportation

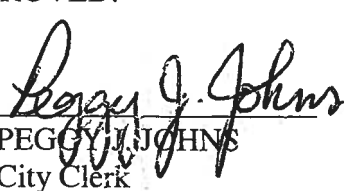
By: 
JIM BEIL
Deputy District Director

By: 
JOEL LAUTENSCHLEGER
Mayor

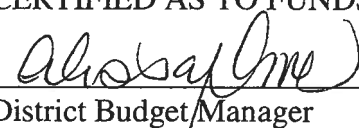
APPROVED AS TO FORM:

By: 
GREGORY E. SIMONIAN
City Attorney

APPROVED:

By: 
PEGGY J. JOHNS
City Clerk

CERTIFIED AS TO FUNDS:


District Budget Manager

Date: 6/25/09

12-ORA-005 KP 26.5/26.9 (PM 16.5/16.7)

Construct an additional lane Eastbound at I-5/La Paz Road Undercrossing, add one additional lane at SB off-ramp to La Paz Road, and reconfigure SB on-ramp to a standard Loop ramp.

12231-OH0210

District Agreement No. 12-520

COOPERATIVE AGREEMENT

This Agreement, ENTERED INTO EFFECTIVE ON May 2, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

CITY OF LAGUNA HILLS

A body political and a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of Laguna Hills & Mission Viejo, County of Orange.
2. CITY desires to improve I-5/La Paz Road Interchange on Route 5, referred to herein as "PROJECT", and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's quality assurance of environmental, design and right of way activities.
3. This Agreement will define the CEQA lead agency, CEQA responsible agency, and the roles and responsibilities of the CEQA lead agency and CEQA responsible agency regarding environmental documents, studies and reports and compliance with CEQA.
4. STATE's funds will not be used to finance any of the capital and support costs for PROJECT.
5. This Agreement supersedes any prior Memorandum of Understanding (MOU) relating to PROJECT.
6. Construction of PROJECT will be the subject of a separate future Agreement.
7. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, and financed.

SECTION I

CITY AGREES :

1. To fund one hundred percent (100%) of all preliminary and design engineering costs, including, but not limited to, costs incurred for the preparation of contract documents, advertising for bids, and for awarding the construction contract for PROJECT.
2. To have a combined Project Report (PR) / Project Study Report (PSR)], including all necessary environmental documentation (ED), and detailed Plans, Specifications, and Estimate (PS&E) prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The PR/PSR , and the final plans and specifications for PROJECT shall be signed by a Civil Engineer registered in the State of California.
3. To permit STATE to monitor and participate in the selection of personnel who will prepare the PR/PSR , conduct environmental studies and obtain approval for PROJECT, prepare the PS&E, and provide the right of way engineering services, and to permit STATE to oversee the performance of right of way activities. CITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work and/or other pertinent criteria.

4. Personnel who prepare the PS&E and right of way maps shall be made available to STATE, at no cost to STATE, through completion of construction of PROJECT to discuss problems which may arise during construction and/or to make design revisions for contract change orders.
5. To not use funds from STATE for any capital and support costs for PROJECT.
6. To make written application to STATE for necessary encroachment permits authorizing entry of CITY onto the State highway right of way to perform surveying and other investigative activities required for preparation of the PR/PSR, ED, and/or PS&E.
7. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
8. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way". CITY hereby acknowledges receipt of STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way".
9. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work included in the improvement to the State highway and in accordance with CITY'S policy for those facilities which are or will be located outside of the limits of the State highway. The total costs to PROJECT of such protection, relocation, or removal within the present or future State highway right of way shall be determined in accordance with STATE's policies and procedures.
10. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the State highway right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State highway encroachment permits.
11. CITY shall require any utility owner and/or its contractor performing the protection or relocation work within the State highway right of way to obtain an encroachment permit from STATE prior to the performance of said work.
12. To acquire and furnish all right of way, if any, outside of the existing State highway right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's quality assurance to insure that the completed work is acceptable for incorporation into the State highway right of way.
13. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of Right of Way, in all matters related to the acquisition of right of way in accordance with STATE's procedures as published in STATE's current Right

of Way Manual. Whenever personnel other than personnel of a qualified public agency are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by CITY.

14. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review and concurrence by STATE prior to the advertisement for bids for the contract to construct PROJECT.
15. To deliver to STATE legal title to the right of way, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the highway facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by CITY.
16. To be responsible, at CITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State highway right of way that would impact PROJECT as part of the responsibility for the ED for PROJECT. If CITY encounters hazardous material or contamination within the existing State highway right of way during said investigation, CITY shall immediately notify STATE and responsible control agencies of such discovery.
17. To obtain, at CITY's expense, all necessary permits and/or agreements from appropriate regulatory agencies. All mitigation, monitoring, and/or remedial action required by said permits shall constitute parts of the cost of PROJECT.

18. All aerial photography and photogrammetric mapping shall conform to STATE's latest standards.
19. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, survey documents to be furnished are three sets of contract prints, with one set showing control, a complete photo index - two prints and a copy of the negative, and the original aerial photography negative.
20. STATE's quality assurance activities referred to in Article I of Section II of this Agreement does not include performance of any engineering services required for PROJECT. These services are to be performed by CITY. If CITY requests STATE to perform any of these services, CITY shall reimburse STATE for such services. An Amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.

SECTION II

STATE AGREES:

1. At no cost to CITY , to provide quality assurance activities of all work on PROJECT done by CITY , including, but not limited to, investigation of potential hazardous material sites and all right of way activities undertaken by CITY or its designee, to provide prompt reviews and approvals, as appropriate, of submittals by CITY , and to cooperate in timely processing of PROJECT.
2. Upon proper application by CITY , to issue, at no cost to CITY, an encroachment permit to CITY authorizing entry onto the State highway right of way to perform survey and other investigative activities required for preparation of the PR/PSR , ED, and/or PS&E. If CITY uses consultants rather than its own staff to perform required work, the consultants will also be required to obtain a separate encroachment permit. These permits will be issued at no cost upon proper application by the consultants.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to State Budget Act authority, the appropriation of resources by the Legislature to STATE for the purposes of fulfilling STATE's obligations herein.
2. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made a part of the Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with by CITY's Director of Public Works or other official designated by CITY and STATE's District Director for District 12 and become a part of this Agreement after execution of the amending document by the respective officials of the parties.
3. CITY will be a CEQA lead agency and STATE will be a CEQA responsible agency. CITY will perform all studies necessary to document and support the CEQA CE. STATE's review, comment, and concurrence on the technical studies is required. If, during preliminary engineering, preparation of the PS&E, or PROJECT construction, new information is obtained, which requires the preparation of a CEQA ED, this Agreement will be amended to include completion of these additional tasks by CITY.
4. All phases of a PROJECT, whether done by CITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow and in compliance with laws, regulations, executive orders, and permit requirements.
5. Detailed steps in the project delivery process are attached to this Scope of Work. These Attachments are intended as guide to STATE's and CITY's staff.
6. All administrative reports, studies, materials, documentation and ED, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). STATE agrees that said material will not be distributed, released or shared with any other organization person or group other than STATE, its employee and its agents without prior written approval by CITY authorizing said release or distribution except as required or authorized by statutory authority.
7. The design documents for PROJECT shall be performed in accordance with STATE's standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be approved by STATE via the processes outlined in STATE's Highway Design Manual and appropriate memorandums and design bulletins published by STATE. In the event that STATE proposes and /or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards". STATE shall consult with CITY in a timely manner regarding effect of proposed and/or required changes on PROJECT.
8. CITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion

as described in this Agreement, unless mutually agreed to the contrary by STATE and CITY in a subsequent amendment to this Agreement.

9. Any hazardous material or contamination of an HM-1 category found within the existing State highway right of way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during investigative studies requiring the same defined remedy or remedial action shall be the responsibility of CITY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If CITY decides to not proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State highway right of way and CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. If CITY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State highway right of way, except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of CITY'S decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, CITY will have the option to either delay PROJECT until STATE is able to provide funding or CITY may proceed with the remedy or remedial action at CITY'S expense without any subsequent reimbursement by STATE.
10. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing State highway right of way during investigative studies shall be the responsibility of CITY, at CITY's expense, if CITY decides to proceed with PROJECT. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed. CITY shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If CITY decides to not proceed with PROJECT, there will be no obligation to either CITY or STATE other than CITY's duty to cover and protect HM-2 material left in place.
11. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way to be acquired by CITY for PROJECT, CITY, as between CITY and STATE only, shall be responsible, at CITY's expense, for all required remedy or remedial action and/or protection and shall guarantee STATE that said new right of way is clean prior to transfer of title to STATE in accordance with Article 15 of Section I of this Agreement. The generator of the hazardous material or, if none can be identified or found, the present property owner, whether a private entity or a local public agency, or CITY, as a last resort, shall sign the manifest.

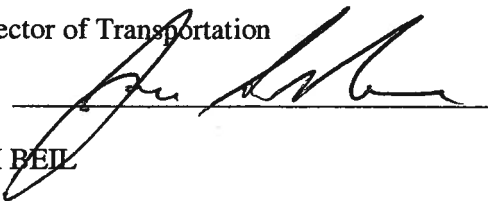
12. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by CITY on the State highway right of way shall be pre-approved by State and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
13. A separate Cooperative Agreement will be required to cover responsibilities and funding for the construction phase of PROJECT.
14. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of State highways and public facilities different from the standard of care imposed by law.
15. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
16. Neither CITY nor any official, officer, or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the CITY and all of its officials, officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
17. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
18. Except as otherwise provided in Article 17 above, this Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT, or on 6/30/2009, whichever is earlier in time.

STATE OF CALIFORNIA

Department of Transportation

WILL KEMPTON

Director of Transportation

By: 

JIM BEIL

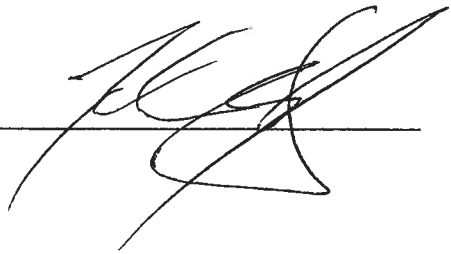
Deputy District Director

Capital Outlay Program

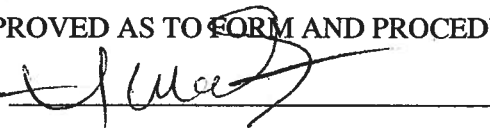
CITY OF LAGUNA HILLS

R. CRAIG SCOTT

Mayor

By: 

APPROVED AS TO FORM AND PROCEDURE

By: 

Attorney

Department of Transportation

CERTIFIED AS TO FINANCIAL TERMS

AND CONDITIONS

By: 

 Accounting Administrator

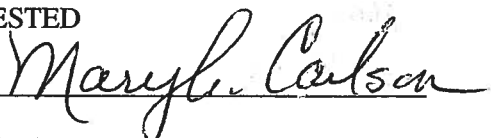
CERTIFIED AS TO FUNDS

By: 

NEDA SABER

District Budget Manager

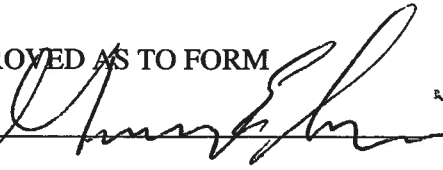
ATTESTED

By: 

MARY A CARLSON

City Clerk

APPROVED AS TO FORM

By: 

GREGORY E. SIMONIAN

City Attorney

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed I-5 /La Paz Road Interchange Improvements.

1. CITY will submit drafts of environmental technical reports and individual sections of the draft environmental documents to STATE, as they are developed, for review and comment. Traffic counts and projections to be used in the various reports shall be supplied by STATE if available, or by CITY . Existing traffic data shall be furnished by CITY.
2. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to but not including advertising of PROJECT.
3. The existing freeway agreement need not be revised.

**ATTACHMENT 1
PLANNING PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	LOCAL AGENCY
1. ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION		
Establish Project Development Team (PDT)	X	X
Approve PDT	X	
Project Category Determination	X	
Prepare Preliminary Environmental Assessment		X
Identify Preliminary Alternatives and Costs		X
Prepare and Submit Environmental Studies and Reports		X
Provide Quality Assurance	X	
Provide Quality Control		X
Approve Environmental Studies and Reports	X	
Prepare and Submit Draft Environmental Document (DED)		X
2. PROJECT GEOMETRICS DEVELOPMENT		
Prepare Existing Traffic Analysis		X
Prepare Future Traffic Volumes for Alternatives		X
Prepare Project Geometrics and Profiles		X
Prepare Layouts and Estimates for Alternatives		X
Prepare Operational Analysis for Alternatives		X
Provide Quality Assurance	X	
Provide Quality Control		X
Approve Project Geometrics and Operational Analysis	X	
3. PROJECT APPROVAL		
Lead Agency for Environment Compliance Certifies ED in Accordance with its Procedures	X	X
Prepare Draft Project Report (DPR)		X
Finalize and Submit Project Report with Certified ED for Approval		X
Provide Quality Assurance	X	
Provide Quality Control		X
Approve Project Report	X	

ATTACHMENT 2
DESIGN PHASE ACTIVITIES

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	LOCAL AGENCY
1. PRELIMINARY COORDINATION		
Request 1 - Phase EA		X
Field Review of Site		X
Provide Quality Assurance	X	
Provide Quality Control		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping		X
Obtain Copies of Assessor Maps and Other R/W Maps		X
Obtain Copies of As-Builts		X
Send Approved Geometrics to Local Agencies for Review	X	
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from Other Agencies		X
Request Permits		X
Initial Hydraulics Discussion with District Staff		X
Initial Electrical Design Discussion with District Staff		X
Initial Traffic & Signing Discussion with District Staff		X
Initial Landscape Design Discussion with District Staff		X
Plan Sheet Format Discussion		X
2. ENGINEERING STUDIES AND REPORTS		
Prepare & Submit Materials Report & Typical Section		X
Provide Quality Assurance	X	
Provide Quality Control		X
Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Approve Landscaping Recommendation	X	
Prepare & Submit Hydraulic Design Studies		X
Approve Hydraulic Design Studies	X	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Approve Bridge General Plan & Structure Type Selection	X	

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	LOCAL AGENCY
3. R/W ACQUISITION & UTILITIES (Used when <u>qualified</u> Local Agency is performing R/W activities.)		
Request Utility Verification		X
Request Preliminary Utility Relocation Plans from Utilities		X
Prepare R/W Requirements		X
Prepare R/W and Utility Relocation Cost Estimates		X
Submit R/W Requirements & Utility Relocation Plans for Review		X
Provide Quality Assurance	X	
Provide Quality Control		X
Longitudinal Encroachment Application to District		X
Approve Longitudinal Encroachment Application	X	
Request Final Utility Relocation Plans		X
Check Utility Relocation Plans		X
Submit Utility Relocation Plans for Approval		X
Approve Utility Relocation Plans	X	
Submit Final R/W Requirements for Review & Approval		X
Approve R/W Requirements	X	
Obtain Title Reports		X
Complete Appraisals		X
Review and Approve Appraisals for Setting Just Compensation		X
Prepare Acquisition Documents		X
Acquire R/W		X
Open escrows and Make Payments		X
Obtain Resolution of Necessity		X
Perform Eminent Domain Proceedings		X
Provide Displacee Relocation Services		X
Prepare Relocation Payment Valuations		X
Provide Displacee Relocation Payments		X
Perform Property Management Activities		X
Perform R/W Clearance Activities		X
Prepare and Submit Certification of R/W		X
Approve Certification of R/W	X	
Transfer R/W to STATE		X
Approve & Record Title Transfer Documents	X	
Prepare R/W Record Maps		X

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	LOCAL AGENCY
4. PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES		
Prepare and Submit Preliminary Stage Construction Plans		X
Calculate and Plot Geometrics		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare and Submit BEES Estimate		X
Put Estimate in BEES	X	
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Prepare & Submit Preliminary Electrical Plans		X
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review		X
Prepare Specifications		X
Prepare & Submit Checked Structure Plans		X
Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Finalize & Submit PS&E to District		X

ATTACHMENT 3
DEFINITIONS

Basic Design Features - A general description of the facility:

- Design speed of State highway facility and Local Agency roads and streets.

Assumed design speed on Interstate 5 (I-5) is 120 kph (75 mph). And the assumed design speed on La Paz Road is 64 kph (40 mph).

- Number of through lanes, auxiliary lanes and locations of interchanges and separations.

At the project location, I-5 has four mixed flow lanes and one high occupancy vehicle (HOV) lane in each direction. The I-5/La Paz Road Interchange is located at post mile 16.53.

- Widths of through lanes, medians, and shoulders for both the State highway facility and local roads and streets.

For I-5: Through lane width = 3.6 m

Median width = 5.4 m

Shoulder width = 2.4 m left shoulder, 3.0 m right shoulder

For La Paz Road: Through lane width = 3.6 m

Median width = varies from 0.6 m to 4.2 m

Shoulder width = 0.0 m left shoulder, right shoulder

varies from 0.6 m to 1.3 m

- Need for special feature such as soundwalls, transportation system management plans, HOV lanes, bridge widening, ramp metering, etc. See Figure 2-1.3A of State Project Development Procedures Manual for additional discussion of items to be considered as basic design features.

The project includes a tie-back wall and several retaining walls.

Mandatory and Advisory Design Standards - See Index 82.3 of State's Highway Design Manual for the definition and listing of these items.

These are preliminary at this time.

MANDATORY

Feature No.	Index	Description	Standard	Proposed	Location
1	201.1	Sight Distance	105 m (Design Speed = 70 kph)	88 m	SB off- ramp, "LL1" Sta 178+91.029
	Table 201.1				
2	201.1	Sight Distance	75 m (Design Speed = 55 kph)	62 m	Entrance to NB loop on-ramp, "LL3" Sta 329+00.000
	Table 201.1				
3	202.2	Standards for Superelevation	For Curve Radii 189 m & Under, e = 12%	e = 4% (R=18.84 m)	SB loop on- ramp, "LL2" Sta 4+51.727
	Table 202.2				
4	203.2	Standards for Curvature	Min. Design Radius = 70 m (Design Speed = 40 kph)	Radius = 45 m	SB loop on- ramp, "LL2" Sta 4+26.337
	Table 203.2				
5	203.2	Standards for Curvature	Min. Design Radius = 70 m (Design Speed = 40 kph)	Radius = 18.84 m	SB loop on- ramp, "LL2" Sta 4+51.727
	Table 203.2				
6	203.2	Standards for Curvature	Min. Design Radius = 70 m (Design Speed = 40 kph)	Radius = 30 m	SB on- ramp, "LL4" Sta 0+00
	Table 203.2				
7	203.2	Standards for Curvature	Min. Design Radius = 70 m (Design Speed = 40 kph)	Radius = 20 m	NB loop on-ramp, "LL3" Sta 331+84.113
	Table 203.2				
8	302.1	Shoulder Standards:	1.2 m Left, 2.4 m Right	1.2 m Left, 0.6 m Right	SB loop on- ramp ("LL2"), match
	Table 302.1	Single-lane ramp			

					existing condition
9	302.1 Table 302.1	Shoulder Standards: Single-lane ramp	1.2 m Left, 2.4 m Right	0.4 m Left, 0.6 m Right	NB loop on-ramp ("LL3"), under bridge
10	302.1 Table 302.1	Shoulder Standards: Single-lane ramp	1.2 m Left, 2.4 m Right	0.4 - 0.6 m Left	NB loop on-ramp ("LL3"), Approx. Sta 330+83.510 to Sta 331+84.113
11	302.1 Table 302.1	Shoulder Standards: Single-lane ramp	1.2 m Left, 2.4 m Right	0.6 m Left, 0.6 m Right	SB on-ramp ("LL4"), match existing condition
12	302.1 Table 302.1	Shoulder Standards: Conventional Highway Multilane divided	2.4 m Right	(a) 1.2 – 1.3 m Right, (b) 0.6 m Right (existing)	(a) EB La Paz Road approx. Sta 30+15 to Sta 31+95, (b) WB La Paz Road approx. Sta 30+20 to Sta 31+95
13	309.1 (3)(a)	Horizontal Clearance: Minimum Clearances	1.2 m min.	0.4 m (left shoulder)	NB loop on-ramp ("LL3"), under bridge
14	309.1 (3)(b)	Horizontal Clearance: Minimum Clearances	1.2 m min.	0.6 m to concrete barrier under bridge	NB loop on-ramp ("LL3"), under bridge

District Agreement No. 12-520

15	309.2 (1)(a)	Vertical Clearance	5.1 m min.	4.72 m	NB loop on-ramp approach to I-5 undercrossi ng
16	309.2 (1)(c)	Vertical Clearance	4.6 m min.	4.52 m	EB La Paz Road approach to I-5 undercrossi ng
17	504.3 (3)	Interchange Design Standards – Ramps, Location	125 m min. (curb return to curb return)	(a) 25 m, (b) 50 m	(a) I-5 SB On-ramp & Cabot Road, (b) I- 5 NB On- ramp & Muirlands Boulevard

ADVISORY

Feature No.	Index	Description	Standard	Proposed	Location
1	105.1 (2)	Sidewalk Width	1.5 m min.	1.2m (existing condition)	La Paz Road (North sidewalk) Approx. Sta 30+20 to Sta 31+20 "B" Line
2	202.5 (1)	Superelevation Transition	Refer to Figure 202.5A of HDM	No superelevation transition. (Hold 4% superelevation thru curve.)	SB Loop On-ramp Approx. Sta 4+50.000 to Sta 4+80.000 "LL2" Line
3	202.5 (2)	Superelevation runoff	L=72m	L=0 m (Hold 4% superelevation thru curve.)	SB Loop On-ramp Approx. Sta 4+50.000 to Sta 4+80.000 "LL2" Line
4	305.1 (2)	Median Standards Width	3.6 m min.	0.6 m	La Paz Road Approx Sta 30+00.000 to Sta 31+20.000 "B" Line

CITY OF LAGUNA HILLS

AGENDA REPORT COMMUNITY DEVELOPMENT DEPARTMENT

ISSUE: PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC., FOR BUILDING AND SAFETY SERVICES

SUMMARY:

Staff recently conducted a competitive bid process to select the best qualified firm to provide building and safety services to augment and support existing City staff. Five (5) building and safety firms submitted proposals and the three (3) firms with the best proposals were interviewed. The firms were evaluated and ranked based upon their demonstrated ability to provide: a part-time building official, an efficient plan check review function, and back-up inspection and counter services, as needed.

Following the interview process, staff is recommending that the City contract with Charles Abbott Associates, Inc., ("CAA") to provide supporting building and safety services.

BACKGROUND:

The City of Laguna Hills has contracted with Willdan, Inc., for building and safety services since 2005. That firm was originally chosen in a competitive selection process based on experience, references, and professional fees. The current term of their Professional Services Agreement with the City of Laguna Hills for these services expires on June 30, 2011.

Recently, staff circulated a Request for Proposal (see **Attachment 2**), soliciting proposals from qualified building and safety service firms. Specifically, the RFP requested a part-time building official (approximately 10 hours a month), plan check services, and back-up inspection and counter services, as needed. Three (3) firms responded with solid proposals and were interviewed by staff. Based upon staff's evaluation of the firm's experience and their demonstrated ability to meet the City's needs in regards to performing the plan check and inspection/counter services, staff is recommending the firm of CAA. Staff is also recommending that the Professional

RECOMMENDATION: THAT THE CITY COUNCIL: APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR BUILDING AND SAFETY SERVICES WITH CHARLES ABBOTT ASSOCIATES, INC.; AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT IN A FORM ACCEPTABLE TO THE CITY ATTORNEY.

Services Agreement ("Agreement") expire on June 30, 2015, and that it may be cancelled at anytime with 30 days notice.

CAA will provide a part/time building official, perform the plan check function for the City, and provide back-up building inspection and building counter services, as needed. The complete Description/Scope of Services is detailed on pages 23-29 of the CAA Proposal, which is located in Exhibit A of the proposed Agreement. (See **Attachment 1**).

The Agreement includes a cost proposal (Attachment 4 of Exhibit A), which allows CAA to retain 65% of the Plan Check fees collected by the City (for plan check services) and separate hourly rates for the Building Official, Building Inspector, Counter Technician, and other relevant staff, that may be called upon to assist existing Building Division staff on an as-needed basis. Currently, the existing Building Services consultant, Willdan Engineering, retains 70% of the Plan Check fees, and CAA's proposed hourly fees remain at the same (or lower) rates. In addition, CAA has committed to a more aggressive plan check turn-around schedule for all types of development projects. For example, tenant improvements and residential room additions will be plan checked within 7 working days, rather than 10-15 working days as is currently provided.

In summary, the new Agreement is more fiscally beneficial to the City and provides an improved service level to commercial and residential customers (with a more expeditious plan check turn-around schedule).

FISCAL IMPACT:

The annual costs associated with this Agreement, and included in the current FY 2011-2013 Biennial Budget, are estimated at \$300,000 annually, based upon the expectation that a significant development project will occur within the Urban Village area within the next two years. These costs will fluctuate based upon the actual construction activity occurring in the City.

RECOMMENDATION: THAT THE CITY COUNCIL: APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR BUILDING AND SAFETY SERVICES WITH CHARLES ABBOTT ASSOCIATES, INC.; AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT IN A FORM ACCEPTABLE TO THE CITY ATTORNEY.

ATTACHMENT:

1. Proposed Professional Services Agreement for Building and Safety Services, including Exhibit A (CAA's Proposal with Attachments 1-4)
2. City's Request For Proposal dated April 15, 2011

PROFESSIONAL SERVICES AGREEMENT

Charles Abbott Associates, Inc.

(Building and Safety Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 15th day of June 2011, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and Charles Abbott Associates, Inc., a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a licensed building, safety, engineering, and environmental consulting firm for contract building official, plan check, and as-needed building inspection and building counter services (the "Project").

B. Consultant has submitted to City a proposal to provide professional building and safety consulting services to City for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Proposal/Scope of Work, dated May 11, 2011, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's services and work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and

with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original May 11, 2011 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply with all applicable Federal, State, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any services, Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance

of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of three hundred thousand dollars (\$300,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Work may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's

Services under this Agreement are completed, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

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

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

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance (Exhibit "A").

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of

the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for four (4) years from the date hereof until June 30, 2015, except as otherwise provided in the Schedule of Performance (Exhibit "A") and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior

written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or

benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

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

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

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

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

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

B. Workers’ Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers’ compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance 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.

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

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

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

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

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work

or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

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

- 5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.
- 5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City.
- 5.3.5 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs

the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.

- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.8 Consultant agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against

Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.

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

5.4 Verification of Coverage. Consultant shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

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

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable

statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

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

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

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

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

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

8.8 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

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

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

To City:

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

To Consultant:

Charles Abbott Associates, Inc.
Rusty Reed, President/Principal-in-Charge
27401 Los Altos, Suite 220
Mission Viejo, CA 92691
Telephone: (949) 367-2850
Facsimile: (949) 367-2852

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

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any

provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he is signing is bound.

10.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

///

[SIGNATURES ON NEXT PAGE]

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

“CITY”
CITY OF LAGUNA HILLS,
a California municipal corporation

L. ALLAN SONGSTAD, JR.
Mayor

ATTEST:

(SEAL)

PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”

Charles Abbott Associates, Inc.

By:

Rusty Reed, President

By:

Susan Abbott, Secretary

EXHIBIT “A”

May 11, 2011 PROPOSAL/ SCOPE OF WORK

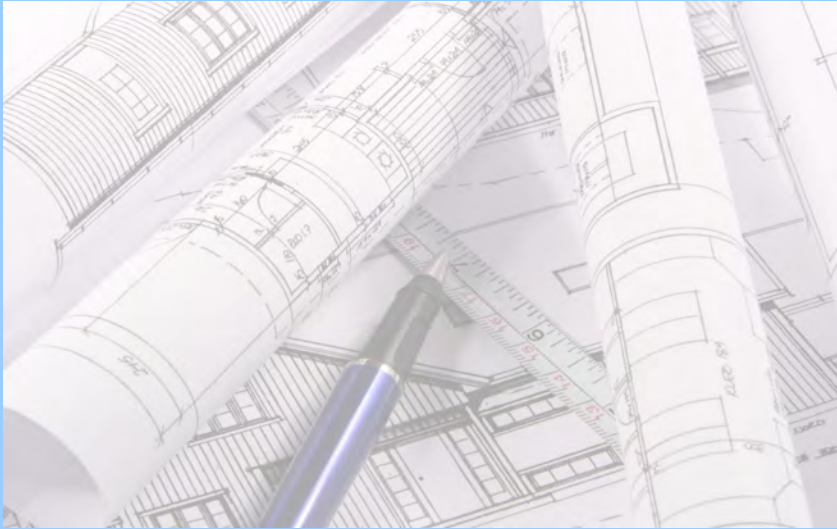
INCLUDING,

**SCHEDULE OF PERFORMANCE
(pages 23-29)**

AND

**SCHEDULE OF COMPENSATION/ FEES
(Attachment 4)**

PROPOSAL FOR BUILDING SERVICES FOR THE CITY OF LAGUNA HILLS



PROVIDED BY: CHARLES ABBOTT ASSOCIATES, INC.

<http://www.caaprofessionals.com>

May 11, 2011

**PROPOSAL TO PROVIDE BUILDING SERVICES
CITY OF LAGUNA HILLS**

Cover Letter	Page ii
GENERAL INFORMATION.....	Page 1
QUALIFICATIONS OF STAFF	Page 6
UNDERSTANDING THE CITY’S NEEDS	Page 17
DESCRIPTION OF SERVICES.....	Page 23
ATTACHMENTS	Page 30
STATEMENT OF ACCEPTANCE.....	Attachment 1
CERTIFICATE OF NON-DISCRIMINATION	Attachment 2
PROOF OF AUTHORITY	Attachment 3
COST PROPOSAL	Attachment 4



May 11, 2011

Vernon A. Jones, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: *Cover Letter Request for Proposal Building Services*

Dear Mr. Vernon A. Jones

Charles Abbott Associates, Inc. (CAA) is pleased to submit this proposal to provide Building services for the City of Laguna Hills. Our submittal is responsive to all of the requirements set forth in your Request for Proposal for Building Services.

Charles Abbott Associates corporate office is located at 27401 Los Altos, #220, Mission Viejo, CA 92691, Tel 866-530-4980/949-367-2850

CAA will provide the City with a team of highly qualified individuals to support your building service needs. This work will be managed from our corporate office in Mission Viejo; CAA's contact person during the period of proposal evaluation will be Project Manager, Ron Grider PE, CBO. We have licensed engineers, certified plan review and CASP certified staff strategically located within a short drive to the City. CAA has digital plan review capability, thus allowing for faster response time with maximum efficiency. We will have daily pick-up and delivery or complimentary over-night mail service available in addition to web based mail and digital plan review throughout the life of the contract. This along with the availability of local resources will allow us to respond quickly to the City's needs. We are fully committed to respond quickly and to furnish adequate staff to meet the demands of the City at any time. We will review and return plans within the required business days, as well as in the desired format on a timely basis.

Our staff is technically qualified, trained, properly licensed and certified to provide the building services to meet your workload needs. We have the experience, organization, location, and size to assure success in delivering the highest quality services. Please see the attached proposal for our office locations, organizational chart, number and position titles of staff, and client reference list. Because of our long history serving other similar



dynamic surrounding cities and our broad-based experience, we fully understand the technical, cultural, and political nature of the services to be performed.

CAA is recognized for providing high quality services at a competitive rate for over 26 years. Our rate structure assures cost effectiveness without sacrificing quality. While the scope of our service may vary from part-time to full-service, we work closely with the client to assure that their particular service demand is met. The City can be assured of the quality, responsiveness, and professionalism for the support services we provide, regardless of the size or nature of the contract.

CAA takes no exceptions to or deviation from the requirements of the RFP.

This proposal shall remain valid for a period of not less than 90 days from the date of this submittal. We look forward to hearing from you in the near future, and the opportunity of presenting our qualifications and project approach in person.

Sincerely,



CHARLES ABBOTT ASSOCIATES, INC.

Mr. Rusty Reed, P.E.

Principal in Charge



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

GENERAL INFORMATION

Charles Abbott Associates, Inc. (CAA) is an extremely qualified Building and Safety, Engineering and Environmental firm who wishes to provide Building Services to the City of Laguna Hills. Our staff is highly trained and extremely conscientious when it comes to carrying out the CAA mission of providing unsurpassed customer service. For more than 26 years, CAA has been working hard to fulfill this mission as well as, play a part in helping make municipal government more efficient. CAA feels that we have the reputation, customer service skills, and the necessary technical skills to enhance the services within the City of Laguna Hills.

FIRM BACKGROUND

CAA, a California Corporation, specializes in providing Building and Safety, Engineering, and Environmental services to numerous municipalities throughout Southern California. Our Project Team brings many years of valuable related experience, and an expertise in administration and management of Building and Safety services for municipal clients.

I. EXPERIENCE

CAA was incorporated in the State of California in 1984. For more than 26 years, we have provided outstanding professional services to over 75 municipal and regional government agencies. Our reputation for outstanding customer service is widely known. We currently provide full service Building and Safety to 18 Southern California cities, and we are proud of the fact that all of the clients that we currently service are pleased with our services and regularly commend our staff's commitment to excellent client and customer service.

II. FIRM ORGANIZATION

Since our incorporation in 1984, CAA has grown to a full-time staff of over one hundred (100) employees. CAA has a demonstrated record of accomplishment of very low staff turnover, which has proven beneficial to our clients. CAA employs a fully credentialed, cross-trained staff that effectively meets our engineering and building and safety commitments to our clients.

CAA STAFFING AND POSITIONS	Principals	2
	Civil/Structural Engineers	17
	Engineering Associates	15
	Environmental & Planning	14
	Building & Safety	59
	Administrative	6
	TOTAL	113



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

III LOCATIONS

CAA has regional offices strategically located throughout California, Arizona, Nevada and Texas. Our current offices are located as follows:



CORPORATE HEADQUARTERS

27401 Los Altos, Suite 220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
Fax: (949) 367-2852

CAA also maintains Regional Offices in the following locations:

THE WOODLANDS TEXAS
9595 Six Pines,
Bldg 8, Level 2
The Woodlands, TX 77380
Phone: (866) 530-4980

SACRAMENTO COUNTY
US Bank Plaza Center
980 Ninth Street, 16th Floor
Sacramento, CA 95814
Phone: (916) 446-7104

NYE COUNTY, NEVADA
1210 E. Basin Ave., Suite 1
Pahrump, NV 89048
Phone: (775) 751-3773
Fax: (775) 751-3778

RENO NEVADA
200 South Virginia
8th Floor
Reno, NV 89501
Phone: (866) 530-4980

PHOENIX ARIZONA
Two Renaissance
40 N. Central Ave, Suite 1400
Phoenix, AZ 85004
Phone: (866) 530-4980

CAA also provides and maintains on-site staffing at many of its municipal client locations in each of its Regions. In total, CAA has on-site staff at an additional Twenty (21) municipal locations and offices.

CAA will provide most services for this Project from the Corporate Office that is located in the City of Mission Viejo. This close proximity will allow CAA staff to immediately address or resolve concerns as well as to provide City off-site meetings.



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

CAA SERVICES

CAA has provided services similar to those you are requesting since 1984. We have provided such services to many cities and counties in the Southern California region of Los Angeles, Ventura, Orange, Riverside, and San Bernardino Counties, as well as Nye County, and Clark County Nevada. CAA has successfully established long-term working relationships with a number of cities and counties in Southern California. The following table list services provided to meet client needs.

SERVICE ROLES	SERVICES
• Building Official • Building Inspector • Code Compliance Officer • Public Counter Technician • Public Works Director • City Engineer • Plan Checker • Fire Prevention Specialist/Inspector • Map Check Surveyor • Certified Environmental Trainers • Project/Construction Engineer • Landscape Manager/Supervisor • Landscape Architect • Redevelopment Agency Engineer • Assessment Engineer • Traffic Engineer • Green Certified specialist • CASP Certified Specialist	• Building & Safety Administration • Plan Review • Building Inspections • Accessibility assessments • Grading and Improvement review • Environmental Assessments • Municipal NPDES Programs • NPDES Review • Public Works Administrative Services • Public Works Contracting • Work Management and Budgeting Systems • Organizational/Personnel Audits • Evaluation of Fee Structures • Grant/Funding Applications • AB 939 Implementation • Pavement Management • Asset Management

Vital Statistics

- Years in business: Founded in 1984, the firm has been in operation for over 26 years
- Average years of experience for staff being proposed: **20+**
-

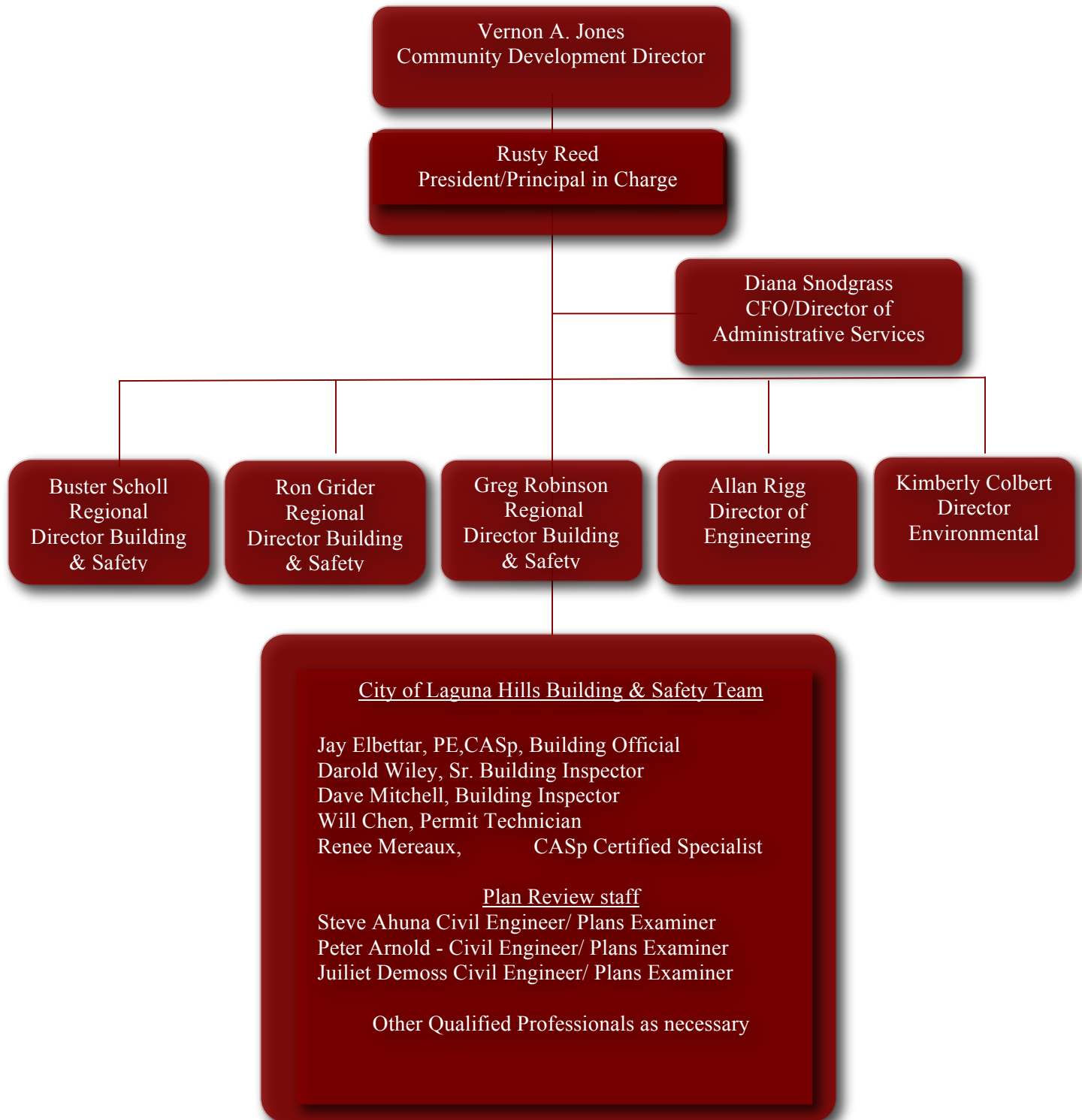
FIRM'S FINANCIAL CONDITION

Charles Abbott Associates is a privately owned company functioning as a "S" corporation. Obviously, with the recent recession, gross revenues have decreased. However, CAA has managed to maintain its profitability despite the downturn due in large part, to the fiscal conservative nature of the shareholders (i.e. very little long-term debt). There are no bankruptcies or impending mergers, pending litigation, office closures, that would impede our ability to complete this project



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

IV. ORGANIZATION CHART



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

REFERENCES

The following contains references for CAA with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact our clients to obtain their opinion of the services we provide for their cities.

REFERENCES		SERVICES PROVIDED	SINCE
	Mr. Mark Pulone City Manager City of Aliso Viejo 12 Journey, Suite 100 Aliso Viejo, CA 92656 (949) 425-2500	Building and Safety City Engineering and Public Works City Planning Code Enforcement NPDES/AB 939	2001 (10 years)
	Mr. Chuck Wilson Community Development Director City of Mission Viejo 200 Civic Center Mission Viejo, CA 92691 (949) 470-3000	Building and Safety Public Works Plan Check Public Works Inspection	1994 (17 years)
	Mr. Ray Cromer City Manager City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708-4736 (714) 593-4436	Building and Safety	2004 (7 years)

**PROPOSAL TO PROVIDE BUILDING SERVICES
CITY OF LAGUNA HILLS**

QUALIFICATIONS OF STAFF

PROJECT TEAM

Key members of the proposed project team include:

Principal

Rusty Reed, PE

Regional Director:

Ron Grider, PE, CBO

Proposed Building and Safety Staff:

Jay Elbetta, PE, CBO, CASp, Building Official

Darold Wiley, Sr. Building Inspector

Dave Mitchell Building Inspector

Wil Chen Permit Technician

Renee Mereaux CBO,CASp Certified Specialist

Proposed Building and Safety Plan Review Staff:

Steve Ahuna PE, CBO California Registered Civil Engineer/Certified Plans Examiner

Juliet Demoss PE, CBO California Registered Civil Engineer/Certified Plans Examiner

Peter Arnold PE, Phd California Registered Civil Engineer/Certified Plans Examiner

SUB-CONSULTANT

None

Resumes of each team member with license and certification numbers are included on the following pages. California registered civil engineers, other certified plans examiners, and CASP Certified Specialists are available to provide back-up to the project and to meet the varying workload demands of the City of Laguna Hills. CAA assures that a core back-up staff is established to ensure the City is not "short-staffed" at any time, due to vacations, sick leave, etc.

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

EDUCATION/TRAINING/EXPERIENCE

RUSTY R. REED, P.E. – PRESIDENT/CEO- PRINCIPAL

<u>Education:</u>	B.S., Civil Engineering, University of Illinois
<u>Yrs. Experience:</u>	30 Years (25 Years with Charles Abbott Associates Inc.)
<u>Licenses:</u>	Professional Civil Engineer, California (C37081) and Arizona General Engineering Contractor (A) California (#651840)

Mr. Reed has been the President of Charles Abbott Associates, Inc. (CAA) for the past eight (8) years and has over Thirty (30) years of experience in providing consultant services. His work experience covers the expanse of the public sector from the city and local levels to the county, state, and federal levels. His managerial expertise covers everything from city director positions to city engineer positions. His broad experience and expertise in these areas, brings an understanding of unique problems and the ability to find solutions to meet the particular needs of any City. Mr. Reed is always available to City Management, as he has had direct involvement in all CAA projects in order to monitor the timeliness and quality of services being delivered.

As President of CAA, Mr. Reed also oversees the day-to-day operations of the Company through the management and administrative division team leaders. He is responsible for the growth, marketing, profitability, quality control, client relations, and organizational development of the firm. He develops short and long range goals and programs for CAA, which promotes and plans for development while providing stability for the organization and its clients.

KEY QUALIFICATIONS:

- Registered Civil Engineer
- Municipal Background
- Hands-on Engineering Experience
- Project Oversight
- Project Commitment

REPRESENTATIVE PROJECT EXPERIENCE:

Prior to becoming CAA's President, Mr. Reed served as Town Engineer for the Town of Apple Valley for over 10 years. He was responsible for all city engineering activities including the implementation of Apple Valley's Capital Improvement Programs. This included the assessment of infrastructure needs, project development, project prioritization, and revenue programming, including project financing through such mechanisms as the sale of revenue bonds, development of impact fees, and securing grants. Work included the development of program data tracking, community outreach and agency approval.



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

RON GRIDER, PE, CBO, - PROJECT MANAGER/ BACK-UP BUILDING OFFICIAL

Years of Experience: 29 + Years

Education: B.S., Civil Engineering, California State University Los Angeles

Registration: Civil Engineer: California(C70053) and Nevada(018633)

Certification: ICC Certified Building Official(0878901-CB)
ICC Certified Building Inspector(0878901-B5,K1,10)
ICC Certified Electrical Inspector(0878901-K2,E5)
IAEI Certified Electrical Inspector
ICC Certified Mechanical Inspector(0878901-M5,K4,44)
ICC Certified Plumbing Inspector(0878901-P5,K3,34)
ICC Certified Plans Examiner(878901-K6)
ICC Certified Combination Inspector(0878901-K8,K4,C8,50)
ICC Certified Combination Dwelling Inspector(0878901-R5,56)
OES/CALEMA DISASTER SERVICE WORKER

Mr. Grider, with over 29 years of construction, building & safety, and public works experience, has held the position of Building Official in the City of Yucaipa overseeing the operation of the building division since 1996. He has also served as the Building Official for the City of Pomona where he transitioned City services to contract services. Ron has also served as the Engineering Manager for the City of Wildomar, and project manager overseeing public works inspectors and plan checkers in the City of Yucaipa. Ron has served as supervisor over building, engineering, code enforcement, and fire prevention personnel, as well as numerous other positions throughout his career. Ron Grider has a passion for the field of construction and engineering. Ron is a compassionate leader focused on customer service in the public sector, he is routinely involved in the presentation of building code, engineering principles and advancing the cause of preventing life loss and protecting property. As Regional Director for CAA, he directs the services CAA provides in building and safety, fire prevention, and engineering in California and Nevada, as well as, quality control and evaluation.

REPRESENTATIVE PROJECT EXPERIENCE:

- ▶ 3-Story Senior Assisted Living Facility, Yucaipa, CA
- ▶ Las Vegas Metropolitan Police Station North
- ▶ Several Industrial/Office Buildings, Clark County, NV
- ▶ Several Commercial Buildings, Yucaipa, Mission Viejo and Camarillo CA
- ▶ Grading and Street Improvement reviews in Wildomar
- ▶ Pomona Expo Convention Center Extension
- ▶ Yucaipa Valley Shopping Center

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

PROPOSED CAA BUILDING & SAFETY STAFF

JAY ELBETTAR, P.E., CBO, LEED –AP, CASp– BUILDING OFFICIAL

Education: M.S., Structural Engineering, University of Southern California

Yrs. Experience: 30 Years

Licenses: Professional Civil Engineer, California

Certifications: ICC Certified Building Official
ICC Certified Plans Examiner
ICC Certified Building Inspector
ICC Certified CALGreen Plans Examiner
ICC Certified CALGreen Inspector
LEED Accredited Professional
Certified Green Building Professional
Accessibility Inspector/Plans Examiner
DSA Certified Access Specialist, CASp

Mr. Elbettar has over 30 years experience in engineering, plan check and code enforcement. His commitment to public service is unmatched. He is a past president for CALBO and is presently an instructor for the CALBO Training Institute, as well as a Faculty member at Coastline Community College where he teaches concrete code technology, masonry code technology and Code requirements for wood and steel framing. He is well known in the industry for his vast knowledge in Building and Safety Codes and Code Enforcement and has served on many code committees and boards. He is currently serving on the ICC –ES Board of Managers and on the ICC board for the International Professional Standards.

Mr. Elbettar was appointed in 2010 by Governor Schwarzenegger to serve a four year term on the Sate Seismic Safety Commission and was presented the Gerald H. Jones Code Official of the Year Award at the 2010 ICC Annual Conference in Charlotte, N.C.

KEY QUALIFICATIONS:

- Registered Civil Engineer
- Municipal Background
- Hands-on Engineering Experience
- Project Oversight
- Project Commitment

REPRESENTATIVE PROJECT EXPERIENCE:

- Mr. Elbettar served as the Chief Building Official and Director of a full service department for the City of Newport Beach, CA where he was responsible for three divisions to include plan review, permit issuance, inspection and building code enforcement responsibility for a population of 78,000 with a staff of 38.
- Served as the Building Official for the City of Glendale, CA
- Served as a Structural Engineering Associate (Plan Check) for the City of Glendale, CA



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

DAROLD WILEY, – SR. BUILDING INSPECTOR

Education: Associates Program, Construction Inspection, Palomar College, San Marcos

Yrs. Experience: 7 Years

Certifications: ICC Certified Building Inspector
ICC Certified Building Inspector UBC
ICC Certified Combination Dwelling Inspector
ICC Certified Commercial Mechanical Inspector
ICC Plumbing Inspector
ICC Plumbing Inspector UPC
ICC Residential Combination Inspector

Mr. Wiley has seven years of experience as a building inspector. He has inspected both commercial and residential structures for the City of Fountain Valley, CA and others. He has managed other building inspectors, and maintains the enforcement stormwater pollution prevention plan during construction.

KEY QUALIFICATIONS:

- Certified Building Inspector
- Extensive Building and Safety Experience
- Multiple Certifications

PROJECT EXPERIENCE:

- Inspector of Comercial Structures
- Inspector of Residential Structures
- Multi Family Structures from three to twelve unit buildings
- Four Story Buildings with one, two, and three hour fire rated assemblies
- Two additional levels of Parking Garage Underground
- Health Care Facilities
- Day Care Facilities
- Water Pump Station
- Sewer Pump Station

CONTINUING EDUCATION:

Palomar College, San Marcos, Building Codes program
NEC Code Changes 2008
CALBO Residential Disabled Access Training 2010

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

Dave Mitchell, – BACK-UP BUILDING INSPECTOR

Education: High School

Yrs. Experience: 20 + Years

Certifications:

- ICC Certified Building Inspector UBC/CBC
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Electrical Inspector
- ICC Certified Combination Inspector
- ICC Certified Combination Dwelling Inspector
- OES Certified Disaster Service Worker

Mr. Mitchell currently serves as Sr. Building Inspector for the City of Laguna Niguel Where he takes on various task from inspections to plan review and routing other inspectors. Dave Previously worked as the Sr. Building Inspector in the City of Yucaipa, performing various task as related to the operation of the building department. He was responsible for routing and performing the plan review of construction projects for the City of Yucaipa. Mr. Mitchell was also responsible for the building and grading inspections. Mr. Mitchell coordinates with other agencies ensuring that projects are not permitted or finalized until required approvals are obtained.

Mr. Mitchell prides himself on being able to administer the code in a friendly courteous manner. Coming from a construction background, he understands issues involving the mechanics and constructability of systems intended for compliance.

KEY QUALIFICATIONS:

- Certified Building Inspector
- Local Government Background
- 10 Years Municipal Background

REPRESENTATIVE PROJECT EXPERIENCE:

- ▶ City of Yucaipa: Sr. Building Inspector, responsible for Building and Safety activities.
- ▶ Provided plan check services for the City of Yucaipa
- ▶ Provides plan check services for the City of Laguna Niguel
- ▶ Is the Primary Project Inspector for the City of Laguna Niguel City Hall Construction

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

WILL CHEN, – PERMIT TECHNICIAN

<u>Education:</u>	B.A. Political Science, Minor Conflict Resolution University of California, Irvine
<u>Yrs. Experience:</u>	4 Years
<u>Certifications:</u>	ICC Certified Permit Technician ICC Certified Zoning Inspector ICC Certified Housing and Maintenance Inspector ICC Certified California Residential Building Inspector AAE Certified Code Enforcement Officer PC 832 Laws of Arrest

Mr. Chen has over 3 years of construction industry experience issuing building permits and performing over-the-counter plan checks for the simpler types of projects.

KEY QUALIFICATIONS:

- Municipal and Private Sector background
- Familiar with Permit Processing and Procedures
- ICC Certifications
- Excellent Interpersonal Skills

REPRESENTATIVE PROJECT EXPERIENCE:

- ▶ Serves as a Certified Permit Technician for the Cities of Fountain Valley, Mission Viejo, Aliso Viejo, Seal Beach, Cypress, and Town of Danville
- ▶ Hands-on permit issuance, plan check and counter experience.
- ▶ General knowledge of the building code and city ordinances.
- ▶ Experience with the operation of MS Windows, Word and Excel

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

RENEE MERIAUX, CBO – CASP CERTIFIED SPECIALIST

Years of Experience: 13 +

Education: Associate of Science Degree, Ventura College

Certification: ICC Certified Building Official
ICC Certified Building Code Official
ICC Certified Accessibility Inspector/Plans Examiner
ICC Certified Building Inspector
ICC Certified Building Plans Examiner
ICC Certified Combination Inspector
ICC Certified Electrical Inspector
ICC Certified Mechanical Inspector
ICC Certified Plumbing Inspector
ICC Certified Plumbing Code Official
ICC Certified Plumbing Plans Examiner
ICC Certified Combination Dwelling Inspector
ICC Certified Permit Technician
ICC Certified Residential Combination Inspector
OES/CALEMA DISASTER SERVICE WORKER

REPRESENTATIVE PROJECT EXPERIENCE:

Ms. Meriaux brings over 13 years of construction experience to this project. She is an experienced Building Official/Plans Examiner and she is a CASP Certified Specialist capable of providing all the necessary accessibility and plan review support.

- Currently Serving as Deputy Building Official for the City of Camarillo; as well as serving as Plans Examiner.
- Previously served the Cities of Hidden Hills and Mission Viejo, and the County of Los Angeles.
- Thorough knowledge of building codes, regulations and construction industry standards.

**PROPOSAL TO PROVIDE BUILDING SERVICES
CITY OF LAGUNA HILLS**

PROPOSED CAA BUILDING PLAN REVIEW STAFF

STEVE AHUNA, PE, CBO- REGISTERED CIVIL ENGINEER/PLANS EXAMINER

Years of Experience: 30+

Education: M.S., Applied Economics, Santa Clara University, Santa Clara, CA
B.S., Architectural Engineering, California State University, San Luis Obispo

Certification: ICC Certified Building Official (1036330-CB)
ICC Certified Plans Examiner (1036330-B3)
ICC Certified Plans Examiner UBC (1036330-60)
OES/CALEMA DISASTER SERVICE WORKER

Registration: Civil Engineer: California (C 34264) and Nevada

Mr. Ahuna has over 30 years of experience in architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings.

AREA OF RESPONSIBILITY:

Structural and Architectural Review

REPRESENTATIVE PROJECT EXPERIENCE:

- ▶ 3-Story Senior Complex, Laguna Niguel, CA
- ▶ 20 Unit Townhouse Project, Huntington Beach, CA
- ▶ Several Industrial/Office Buildings, Huntington Beach, CA
- ▶ Preliminary Review of a 300 Unit Condo Project, Huntington Beach, CA
- ▶ Nevada Cancer Institute
- ▶ Fairfield Apartments

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

PETER ARNOLD, PE, PhD, - REGISTERED CIVIL ENGINEER/PLANS EXAMINER

Years of Experience: 33 +

Education: M.S., Civil/Structural Engineering, Universidad de Chile, Santiago, Chile
Ph.D., Structural Engineering, Ruhr-Universitaet Bochum, Germany

Registration: California Registered Professional Engineer No. 63510

Dr. Arnold has over 33 years of experience in analysis, design, evaluation, retrofit and plan review of residential, commercial, and industrial projects. He has plan review experience working for both private and municipal entities. Besides working as a plan checker, he worked for different private companies including 18 years for Siemens AG, where he became a Stress Analysis Department Manager, responsible for the dynamic analysis and design of building and mechanical components of conventional and nuclear power plants.

Dr. Arnold's recent experience includes diverse residential and commercial projects for several Cities in Orange County as well as, Camarillo, Hidden Hills, Moorpark, Yucaipa, Yucca Valley, Apple Valley, Twenty-nine Palms, CA and Pahrump, Nevada.

AREA OF RESPONSIBILITY:

Structural and Architectural Review

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

JULIET DeMOSS, PE, MSCE- REGISTERED ENGINEER/ CERTIFIED PLANS EXAMINER

Years of Experience: 20+

Education: M.S., Structural Engineering, University of Southern California
B.S., Civil Engineering, University of Washington

Registration: Civil Engineer: California(C 45620), Nevada and Washington

Certification: CABO Certified Building Official
ICC Certified Plans Examiner

Ms. DeMoss has over 20 years of plan checking experience. She reviews plans for completeness and compliance with codes and writes correction notices for several municipalities in Southern California, including: Camarillo, Moorpark, Palos Verdes Estates, Rancho Palos Verdes, and Redondo Beach. She is very familiar with all types of building construction methods and structural systems including timber and masonry design, steel design, reinforced and pre-stressed concrete design, structural systems, and foundation design. She is a Registered Disaster Service Worker for California and has performed earthquake assessments and evaluations.

AREA OF RESPONSIBILITY:

Structural and Architectural Review

REPRESENTATIVE PROJECT EXPERIENCE:

- ▶ Numerous residential plan reviews for the Cities of Hidden Hills, Palos Verdes Estates, Rancho Palos Verdes, and Redondo Beach, CA.
- ▶ Camarillo Premium Outlets, Camarillo, CA
- ▶ Pardee Homes – 7 Residential Tract, Camarillo, CA
- ▶ The Shops at Mission Viejo, Mission Viejo, CA

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

UNDERSTANDING THE CITY'S NEEDS

This section of our proposal provides a discussion of the City needs and our overall approach and philosophy that we believe are important to the project.

The City of Laguna Hills is seeking assistance from a qualified consultant to provide building plan check, part-time building official and as-needed public counter and inspection services.

CAA has just the professional staff sought within a 10-minute drive of the City limits

It is the City's desire that residents and those utilizing Building and Safety related services continue to receive high level, timely, cost effective and reliable response from the staff providing those services.

GENERAL PHILOSOPHY

CAA's general philosophy is to assure that the following critical areas are addressed:

1. **Service:** Staff working in the City must be **service oriented, courteous and reliable**. The residents of Laguna Hills must receive personalized service by staff that understands their needs, while representing the City.
2. **Professionalism:** You must have a high level of confidence in the staff assigned. The individuals serving the City must not only possess the technical skills you are seeking but the interpersonal skills that tie technical know-how to practical service.
3. **Control:** City management and officials must have control of their operations. Our approach assures that you control the services to be delivered and that we are held accountable. Levels of service are provided to meet the workload demand and the priorities of the City are clearly defined.
4. **Responsiveness:** The City must be served by a consultant team that works effectively with City staff, responds with flexibility to the needs and priorities of the City, and deals effectively with the public.



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

As we deliver these services, it is CAA's practice to continually:

1. Evaluate our operations to assure that services are being properly, efficiently and courteously delivered.
2. Evaluate services being provided and the staffing assigned to complete the work, and to assure that staffing levels are appropriate based on the workload.
3. Evaluate and identify improvements in the process for the City's consideration.

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

Understanding the City of Laguna Hills service needs is important in meeting the criteria of our general philosophy. These needs are identified as follows:

- ▶ **Thorough, Effective Plan Checking to assure Compliance with Codes, Ordinances and Regulations**
- ▶ **A Highly Qualified Licensed and Certified Building Official**
- ▶ **Proper Staffing Support to Meet Workload Demands**
- ▶ **Maintain Records of all work completed by Activity and DATE**
- ▶ **Effective Public Counter Services and Rapid Citizen Response Time**
- ▶ **Quality Assurance**

A brief discussion follows for each objective and how we believe they apply to the project.

- ▶ **Thorough, Effective Plan Checking to assure Compliance with Codes, Ordinances and Regulations**

The CAA team for this project enters this contract with many years of experience on similar projects. In addition, we have a good understanding of City requirements due to our many years of service in other surrounding agencies and our active involvement in the code adoption process.

Having a good understanding of your specific requirements is critical to effective operations. We will accomplish this by establishing a very good working relationship with staff, keeping up with code changes and attending various meetings and trainings.

The CAA team works diligently to assure effective coordination internally and with other agencies.

CAA is committed to providing highly qualified plan check staff, we have several licensed plan check engineers with ICC plans examiners certification's, as well as licensed structural engineers for more complex projects requiring peer review.

Our engineering team is familiar with and experienced in all variations of construction from single family residential to high rise commercial and industrial buildings

CAA's staff has specific experience in reviewing and analyzing codes, ordinances, fee structures, etc. as well as providing the staff support to meet the City of Laguna Hills specific needs.

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

► **A Highly Qualified Licensed and Certified Building Official**

A highly qualified and certified building official with experience in the administration of the day-to-day activity of the building department, code interpretations, dispute resolution and code adoption is of primary interest to the city. CAA has such a qualified individual who would fit nicely with the Laguna Hills Community Development Staff. CAA will provide the option of an additional highly qualified licensed and certified building official for back-up.

► **Proper Staffing Support to Meet Workload Demands**

In the operation of contract services, CAA must be cognizant of local priorities and the make-up of the community. The way in which City services are delivered must be clear in order to respond properly to the community's needs. CAA's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staff. Short-term fluctuations are usually leveled out through the use of other CAA personnel brought in for peak periods. Long-term needs are met through the addition or deletion of trained staff. Because of CAA's professionalism and treatment of its employees, longevity is a trademark of our firm.

Adequate staff will be assigned to the City to assure that the workload demands are met. Because our staff is cross-trained, several tasks such as plan checks can, in fact, be done on-site. Cross training of staff increases our flexibility to get work done right the first time, efficiently and cost effectively.

Our staff is also cross-trained so they can assist at the counter as well as provide the day-to-day inspection service. Inspection staff can issue permits, give the public the proper information, handouts, forms, or refer them to proper individuals. CAA is trained to know the basics about City operations to better serve the public.

Additional staff is brought on-site and trained as part of our contract to provide backup, meet peak workload demands (at no additional cost), and to train new staff in efficient operation.

► **Maintain Records of all work completed by Activity and DATE**

CAA has established procedures to assure that records are kept accurately. Qualified staff members prepare, check, monitor and assume quality control for all procedures ranging from fee calculations to monthly, quarterly and annual consulting cost expenditure requests. We will guarantee timely submittal of required State and City reports. Our team is particularly well qualified and trained to optimize the use of outside agency funds where possible.

CAA will utilize a computerized tracking system at the City or the Corporate office at no additional cost. CAA's computerized system can be provided as part of our ongoing services to the City.

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

► **Effective Public Counter Services and Rapid Citizen Response Time**

The public counter is a very important aspect of building and safety services. CAA is dedicated to ensuring where possible permits are issued "over the counter." We know that the public counter represents the "front line" where residents evaluate City staff. The attitude, philosophy and experience dictate the effectiveness of the individuals serving the City.

The CAA team assigned to the City is made up of qualified staff, familiar with planning/zoning, public works, engineering, and environmental. Our commitment is to provide high quality services with minimal delay, but always in compliance with the City's operational guidelines, procedures, general policies and operating criteria



Quality Assurance

CAA is constantly looking for ways to improve our services and to assure that the quality of the services provided to our clients remains at peak performance. For this reason, we will continue using the two methods discussed below to assure the City of Laguna Hills the quality of our services remains high, and that our staff does not become complacent in delivering those services.

SPECIFIC APPROACH IN LAGUNA HILLS

PLAN CHECKING

Plans are checked for compliance with adopted codes on-site at the City offices whenever possible. CAA cross-trains its inspectors certified in plan review to be able to perform code checks and straightforward design issues regulated by the code. We have found the approach of using our inspectors more productively to be very successful and have received a very favorable response. By checking the plans on-site, it makes it very convenient for the residents to come to the public counter should a personal visit be necessary. Additionally, because of this approach **a large percent of all permits can be issued over the counter or within 24 hours.**

CAA will provide thorough and efficient plan reviews for a variety of commercial, industrial, simple and complex residential projects, to include reviews in the following areas: Precise Grading for site-accessibility, Architectural, Mechanical, Plumbing, Electrical, Structural, and Building Disabled Access. CAA can assign a plan checker to come to City Hall and perform scheduled reviews as requested.

Special structural plan checks, which cannot be completed on-site will be checked at our regional office in Mission Viejo, CA. CAA assumes responsibility for handling all plans and the related costs of transport. Our track record has been to complete the first plan review **within 7-10 days.**

CAA will perform accelerated plan reviews as requested, to the satisfaction of the Building Official.



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

INSPECTIONS

CAA will provide Field Inspection Service as well as back-up inspection services as requested. All inspections are completed during the assigned working day. Special arrangements may be made if the City so request for early or late AM/PM inspections. In some cases, larger projects may warrant on-site inspection on a regular basis. In such cases, CAA will arrange to have an inspector specifically assigned to the project.

COUNTER OPERATIONS

The Building & Safety counter will be staffed with a certified back-up counter technician on an as-needed basis as requested to cover for in-house staff during vacations and illnesses, or if the workload demand requires. CAA counter technicians have familiarity and experience with various types of permitting system software.

QUALITY ASSURANCE

To further assure that the quality of our services remains high, CAA proposes to continue two quality assurance elements as part of our services:

1. **Guaranteed Response Times:**

In an effort to maintain quality assurance, CAA proposes its "best service guarantee" program. The program is summarized as follows:

- ▶ When a plan check is received, it will be logged and evaluated to determine what turnaround time will be guaranteed.
- ▶ Upon receipt of payment from the applicant, the applicant will be guaranteed the maximum turn- around time for the review . The completion by CAA will be subject to the terms and conditions shown on the application.
- ▶ If a building inspection is not performed within 24 hours of being scheduled, CAA's Project Manager will assess the reason for the occurrence and replace staff if necessary.

2. **Quality Assurance:**

CAA proposes its "Best Services" evaluation form at the counter. We will ask individuals who are served to voluntarily complete a short questionnaire about their assessment of the quality of services they received from our staff.

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

DESCRIPTION OF SERVICES

CAA will provide staff to serve as the City's Building Official for approximately 10 hours per month, in the form of a highly qualified ICC Certified Building Official. CAA will also provide ICC Certified Building Inspector(s), Plans Examiners, Registered Professionals, and support Permit Technician. CAA will provide additional inspectors on an as-needed basis. CAA staffing levels will ensure that all City Building and Safety inspections and plan reviews are conducted in an efficient and courteous manner that is responsive to the City's and public's needs. CAA has the experience, knowledge, and ability to manage such tasks, assignments, and responsibilities while reducing the City's financial and staffing burdens. We are committed to providing excellent front-line customer service.

CAA will conduct a thorough review of the building division and its practices to familiarize itself with procedures and policies that are followed.

Conceptual Service Plan

CAA is proposing to provide the following:

- *A Part time as-needed ICC certified Building Official up to 10 hours per month, with broad experience in jurisdictional procedures, a solid background in code compliance and a strong commitment to customer service*
- *An ICC Certified Building Inspector*
- *Additional inspectors as work level dictates.*
- *On-site over the counter Plan Review for small or minor reviews.*
- *Licensed and certified Plan Review Engineer(s) for thorough and timely plan review of larger more complicated projects (may be reviewed at corporate or regional office)*
- *Building Counter Technician at City Hall to assist the public, answer questions regarding routine building code requirements, issue permits, coordinate inspections and plan check processes. This individual will work at all times during which the City's in-house Permit Technician is unavailable.*
- CAA will provide a Certified Building Inspector to answer questions from the public and provide over the counter plan check as needed.
- The Building Inspector will complete the inspections within one business day of the request
- CAA will provide Building and /or engineering Staff for emergency situations; all CAA building and engineering staff are Disaster Service Worker (DSW) certified
- CAA Building Inspectors will provide clear concise corrections for the applicant, corrections will be provided in a professional manner
- CAA will complete Code required paperwork and any additional requirements by the City.
- *A high level of customer service for internal and external customers.*
- *Maintain all Building and Safety files and records in hard copy, electronic format, and on the City's Tracking system.*



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

Inspection Services

CAA assigned staff will perform inspection services as requested by the City of Laguna Hills. Our staff will meet or exceed the City's minimum qualifications for all position(s). Competent inspectors will be provided whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdiction standards. Many of our inspectors can provide dual plan review and inspector services for our clients. All CAA inspectors are ICC certified.

When necessary for large or fast-track projects, multiple inspectors and plan checkers are available.

CAA will provide all materials, resources, tools and training required for our inspectors to perform their assigned duties. Many of our inspectors are also available to serve at the public counter when needed.

Inspection Responsibilities

Inspectors assigned to the City will perform continuous or periodic construction inspections to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable codes. Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green Building, and Accessibility Codes as adopted by the State and amended by the City, as well as a working familiarity with the Fire Codes. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to the jurisdiction's applicants and customers.

Our Certified field inspectors have extensive experience and have worked on a wide variety of projects with varying occupancies and types of construction. Many of our inspectors have worked in the industry for well over 20 years and have the skills and abilities to work cooperatively with design professionals, project managers and building owners.

Guaranteed Response Times:

In an effort to provide quality assurance, CAA proposes to use our "best service guarantee" program. This program assures the City that all turn around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.

- CAA will provide detailed monthly, quarterly, and annual reports of our activities to the City on accountability report forms approved by the City. The reports will include, but are not limited to, fees collected, staffing levels provided, staff hours expended, the number of permits issued, number of inspections, by type, made, and other financial, operational, and statistical information pertinent to the services provided.
- CAA will conduct any necessary or required investigations as directed by the City. Investigations will include field and office research, investigation follow-ups and preparation of notices, letters, or documents. Code enforcement for work requiring a permit is included. Code Enforcement of



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

other municipal and zoning codes, not billable to a permit, will be performed for an additional but nominal amount negotiated with and approved by the City.

- CAA can provide and maintain all vehicles and equipment required or necessary to carry out inspections and duties of the Building Services Division.

CAA maintains well qualified and educated inspectors and plan checkers. The staff regularly attends training courses, seminars, and conferences to ensure each is up-to-date with the most relevant issues in the industry. As an example of these advanced industry-training standards, CAA provides California Building Official, (CALBO) certified in-house training to staff to ensure they are aware of all State-mandated procedures, policies, and requirements.

II. BUILDING AND SAFETY SERVICES (DETAILED)

CAA has the resources and technical capabilities to meet the demands of Building and Safety Division services of the City. The following sections identify the basis of our service agreement and promises:

- **Architectural** – CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the City's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in architectural code promulgation at the state and national level and several sit on CALBO and International Code Council (ICC) committees.
- **Structural** – CAA's Manager of Plan Review Services, is a California registered Structural Engineer who has reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. CAA's plan review engineers maintain California registration with an average experience of over 30 years in structural and design plan review.
- **Mechanical** – CAA staff are experienced in plan review and inspection of mechanical installations from simple FAU applications to complex smoke control systems. CAA staff will bring such knowledge, experience, and understanding to City reviews and inspections.
- **Plumbing** – CAA staff are well knowledgeable and experienced in the review and inspection of plumbing plans and installations including applications from the simple to the complex. Since many of our staff has worked in the field, they can draw on their own expertise and experiences as the designer, developer, and inspector.
- **Electrical** – CAA staff is experienced in the plan review and the inspection of various electrical installations residential and commercial.



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

- **T-24 Energy** – CAA staff are well informed of California's Energy Efficiency Standards for Residential and Non-residential Buildings, or “T-24 Energy” standards. CAA staff receives extensive annual training to ensure that each is aware of the specifics of these state programs.
- **Accessibility** – CAA staff attends state and locally sponsored CALBO and ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on CALBO's *Accessibility Compliance Committee*. CAA can provide a *Certified Access Specialist Program (CASP)* professional to meet California's new requirements that took effect in July 2010.
- **Permit Applications** – CAA's core business and central municipal service has and remains to be municipal building and development plan review, permit processing and inspection. CAA can provide this service to the City in the most efficient and cost-saving manner possible. CAA now provides full staffing for numerous Community Development building departments throughout Southern California, as a result we are aware of state requirements for applications.
- **LEEDs** – CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC), Leadership in Energy & Environmental Design (LEED) certification standards. CAA has staff certified through the LEED process that are available to review City development projects that are required to have LEED Certification(s).
- **Green Building Code Review** – CAA can and will provide staff that are aware and up to date on the 2010 California Green Building Standards (*CALGreen*) Code revisions. As with LEED certification, CAA seeks to enhance and improve City development projects through cooperation and collaboration with stakeholders.

CAA has taken extensive steps to implement and use more efficient or “green” service options to its clients. CAA can provide various communication options, including electronic plan review, video conferencing and virtual permit specialist, to our clients and applicants to reduce environmental impacts such as paper use and travel and commute impacts – all intended to reduce CAA's and the City's carbon footprint.

PROPOSAL TO PROVIDE BUILDING SERVICES

CITY OF LAGUNA HILLS

Plan Review Services

Consummate Customer Service

All of our employees have a passion for exceptional customer service. We take special interest in our performance of duties, always focused on efficient project processing and successful project outcomes. In addition, the staff at CAA brings a can-do attitude to their work— always willing to meet with clients for pre-design meetings, pre-submittal meetings or as needed to resolve complex code related plan review issues in the most efficient manner possible.

Responsive Project Management

By cooperating and working closely with all of the entities responsible for project approval, we form a collaborative working relationship that centers on successful project processing; As a result the development approval process with other city departments is timely, seamless and efficient. We minimize surprises that can lead to costly delays due to plan revisions late in the approval process by beginning work early with the project design team involved with major construction projects. Our facilitative approach to project review stresses building safety while allowing for innovation in approach to resolve complicated building design issues. CAA also recognizes the needs of sensitive projects and those that require special attention to meet the needs of the community.

General Plan Review Services

All minor plan review and some intermediate plan reviews will be performed in City Hall offices. Major plan review may be sent to our corporate or regional office depending on the level of professional review required e.g (Structural Engineers, Architects, or Fire protection Engineers). With extensive backgrounds in providing plan review and inspection services for a wide array of projects; CAA plan check staff are familiar with construction utilizing various state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from single-family dwellings to large multi-story buildings, including numerous California schools, colleges, and essential service buildings, commercial buildings, and industrial facilities. We also offer wide-ranging experience in plan review and inspection for accessibility compliance and fire protection services.

CAA Plan Check Service Plan:

- Review plans to ensure compliance with the current California Building Codes and all State and local amendments.
- The Building Inspector will provide counter hours for the public to review simple plans.
- CAA will provide a Plan Check Engineer available to meet clients at City Hall, as necessary.
- The Building Inspector/certified plans examiner will provide plan review for non-structural plans



PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

(conventional framing) including most room additions, tenant improvements, electrical, plumbing and mechanical plans. Complex electrical, mechanical or plumbing plans will be shipped to the appropriate CAA plan checker.

- CAA will provide a Registered Professional Engineer to review grading plans (if necessary).
- CAA will use existing (or create if none exist) standard plan checklist from the City of Laguna Hills to ensure consistency in plan review.
- A comprehensive list of comments is prepared and returned to the client along with the plan

Turn Around Times

I. CAA'S STANDARD TURNAROUND TIMES:

Single Family Dwellings	7 days or less
Multi-Family Residential/Light Commercial	10 days or less
Tenant Improvements	7 days or less
Complex Commercial/Industrial	10 days or less
Resubmitted Projects	3-5 days

PROPOSAL TO PROVIDE BUILDING SERVICES CITY OF LAGUNA HILLS

Our structural engineers have experience designing and reviewing projects with virtually all building materials including:

- *Wood*
- *Masonry*
- *Concrete*
- *Steel*

Our engineers have designed or reviewed a wide array of structural systems including:

- *Eccentric Braced Frames*
- *Concentric Braced Frames*
- *Concrete Moment Frames*
- *Wood Shearwall Systems*
- *Masonry Shearwall Systems*
- *Concrete Shearwall Systems*
- *Cantilevered Column Systems*
- *Pre-Stressed / Post-Tensioned Concrete*

CAA plan check engineers are experienced with the provisions of the model codes including current versions of:

- *Title 24, Part 2, Volume 2, California Code of Regulations (CCR)2007 & 2010*
- *California Building Code (CBC)*
- *ASCE 7*
- *NEHRP*
- *AISC 341 & 360*
- *ACI*
- *FEMA 350, 351 & 353*

Our non-structural plans examiners furnish plan review services for a vast array of projects including large commercial, institutional, industrial, retail, and residential projects. Completed plan review projects range from single-story residential projects to complex high-rise buildings and numerous building additions and remodels. We are familiar with the use and application of the following model codes:

- *California Building Code*
- *California Plumbing Code*
- *California Mechanical Code*
- *California Electrical Code*
- *California Building Energy Efficiency Standards*
- *Code Reference Documents (e.g. ASCE7-05, ACI 318, ACI 530, etc..)*
- *Jurisdiction-Adopted Amendments or Ordinances*
- *California Fire Code*

Our building inspectors are familiar and experienced with various types of projects including large commercial, institutional, industrial, retail, and residential projects. Inspections range from single-story residential projects to complex high-rise buildings. All of our Certified Inspectors are familiar with the use and application of the above listed model codes in the carrying out of their scheduled inspections.

**PROPOSAL TO PROVIDE BUILDING SERVICES
CITY OF LAGUNA HILLS**

ATTACHMENTS





Wednesday, May 9th 2011

Vernon A. Jones, A.I.C.P.
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Subject: Statement of Acceptance Letter

Dear Mr. Vernon,

The purpose of this letter is to serve as a Statement of Acceptance of the City's Agreement for the provision of Building Services as outlined in the RFP titled Building Services for the City of Laguna Hills.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rusty R. Reed', is written over a horizontal line.

CHARLES ABBOTT ASSOCIATES, INC.
Rusty R. Reed
President / CEO

CHARLES ABBOTT ASSOCIATES, INC.

27401 LOS ALTOS • SUITE 220 • MISSION VIEJO, CA 92691

TOLL FREE (866) 530-4980 • PHONE (949) 367-2850 • FAX (949) 367-2852

WWW.CAAPROFESSIONALS.COM

CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION

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

Name: Rusty R. Reed

Signature: Rusty R. Reed

Title: CEO

CITY OF LAGUNA HILLS
CERTIFICATE OF
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF ENTITY:

CHARLES ABBOTT ASSOCIATES, INC.

State: EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES (if any).

NONE

State: FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:
(If known and applicable, please state the percentage ownership interest) None

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

Signed this 4TH day of MAY, 2011, at MISSION VIEJO, California.

Name: Rusty R. Reed

Signature: Rusty R. Reed

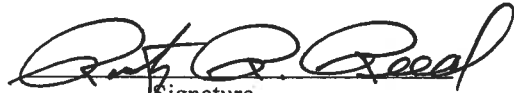
Title: CEO

Charles Abbott Associates, Inc.

Corporate Resolution

Resolved that any of the following persons, whether individually or in any combination:

Rusty R. Reed


Signature

Gregory Robinson


Signature

are hereby authorized, directed and empowered for and on behalf of Charles Abbott Associates, Inc. and in its name to enter into and execute contracts and such other documents as are related thereto, for professional services provided by Charles Abbott Associates, Inc.

I, Susan Abbott, the Secretary/Majority Owner of Charles Abbott Associates, Inc., do hereby certify that the resolution appearing above is a full, true and correct copy of a resolution of the Board of Directors of Charles Abbott Associates, Inc., duly passed and adopted by such governing body by unanimous written consent on May 13, 2002, in all respects as required by law and by the bylaws/agreement of said entity and that the signatures appearing above on the copy of said resolution are the genuine signatures of the person mentioned in said resolution and are authorized to act on behalf of said business entity as set forth in said resolution.

I further certify that said resolution has not been amended or revoked and remains in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary/Majority Owner, this 5th day of May 2011.

Susan Abbott

COST PROPOSAL BUILDING SERVICES CITY OF LAGUNA HILLS

METHOD OF COMPENSATION - BUILDING SERVICES CITY OF LAGUNA HILLS

CAA's fee proposal for Building Services includes all CAA labor, overhead, reimbursable expenses, and out-of-pocket expenses. CAA will also supply vehicles, cellular telephones and the computers needed to perform these functions. Our proposal anticipates that the City will provide the office space, furniture, telephones, fax machine, copier, file cabinets, postage, forms, applications, and other office stationary.

PLAN REVIEW FEE PROPOSAL

Monthly Fees Collected*	CAA's % of Fees
PLAN CHECK FEES COLLECTED	65%

STAFF POSITION COMPENSATION

STANDARD COMPENSATION RATE SCHEDULE

Hourly rate shall be based on the following

HOURLY CLASSIFICATION HOURLY RATE

Building Official	\$122.00
Building Plan Check Engineer	\$125.00
Senior Building Inspector	\$85.00
Building Inspector	\$80.00
Senior Permit Technician	\$54.00

SUMMARY

We are confident that our proposal and approach assures that the expectations of the City are met or exceeded. At the core of our approach is a sincere commitment to serve the City effectively by providing a project team that can integrate its knowledge with sound judgment. We are confident that the end products will serve the City very effectively.



COST PROPOSAL BUILDING SERVICES CITY OF LAGUNA HILLS

On the following page, we have listed our current hourly rates for additional professional services and other direct costs.

STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	165.00	Building Official	122.00
Project Supervisor	145.00	Senior Building Inspector	85.00
Project Manager	135.00	Building Plan Check Engineer	125.00
Project Engineer	130.00	Building Plan Checker	97.00
Sr. Registered Engineer	125.00	Building Inspector/Plan Checker	80.00
Plan Check Engineer	115.00	Code Enforcement Officer	75.00
Associate Engineer	110.00	Permit Specialist	54.00
Assistant/Design Engineer	98.00		
Senior Traffic Engineer/Manager	150.00	Community Development Director	145.00
Transportation Planner	110.00	Principal Planner	132.00
Traffic Engineer Associate	95.00	Senior Planner	107.00
		Associate Planner	97.00
Sr. Draftsperson (CADD)	90.00	Planning Technician	68.00
Draftsperson (CADD)	80.00		
Computer Technician	80.00	Landscape Director	116.00
		Associate Landscape Architect	95.00
Senior Environmental Consultant	138.00	City Forester	88.00
Environmental Engineer/Scientist II	108.00		
Environmental Engineer/Scientist I	96.00	Expert Witness Services	200.00
Environmental Inspector	78.00	Senior Contract Administrator	107.00
		Administrative Assistant	57.00
Senior Public Works Inspector	95.00	Word Processor	50.00
Public Works Inspector	87.00	Clerical	45.00
3-Person Survey Crew	270.00		
2-Person Survey Crew	210.00		

The above hourly rates include general and administrative overhead and fees and employee payroll burden.

The above hourly rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).





April 15, 2011

City of Laguna Hills
REQUEST FOR PROPOSAL
BUILDING SERVICES

The City of Laguna Hills is requesting proposals for consultant services to provide building plan check, part-time building official, and “as needed” public counter and inspection services. The City is 6.5 square miles in size, with a current population of approximately 33,000 persons. The City is primarily built-out; however, there are significant infill redevelopment opportunities. The building activity may fluctuate based on market conditions. The building Plan Check, Counter, and Inspection function is a division within the City's Community Development Department. The contract functions/consultant will report to the City's Community Development Director. The City of Laguna Hills currently operates with an automated/paperless permitting system (EnerGov), except for the plan check process.

I. SCOPE OF WORK – PLAN CHECK SERVICES, PART-TIME BUILDING OFFICIAL, AND “AS NEEDED” BACK-UP COUNTER TECHNICIAN AND INSPECTION SERVICES

Consultant will provide the following services and duties:

1. A **Part-Time Building Official** for up to 10 hours per month. Consult with Community Development staff, provide support and direction, prepare Code interpretations, coordinate with City Attorney in code processing and adoption, resolve building-function disputes with contractors/homeowners, and meet with other City and regional agency staff (such as the Orange County Fire Authority), as necessary.
2. **Building Plan Check Services**. Provide a maximum two-three weeks (10-15 working days) turn around for major plan checks, and one-two week (5-10 working days) for others, with a one-week (5 working days) turn around for all rechecks.
3. Provide **every-other-Friday Field Inspection Services**, as well as **Back-up Counter Technician and Field Inspection Services** on an “as needed” basis, i.e. cover for in-house staff during vacations, illness, etc.

Other Questions/Options the City will consider:

- Does your firm have the ability to have a plan checker operate here at City Hall?
- Do you have experience with automated permitting systems software, such as the City's EnerGov Permitting System?

II. BUILDING OFFICIAL'S QUALIFICATIONS

The Building Official shall have the following qualifications:

1. Certified Building Official (CBO).
2. Architectural or Civil Engineering Registration State of California (desirable, but not mandatory).
3. Bachelor's degree in related field.
4. Minimum of five years previous public building department administrative experience.
5. State or ICBO certified inspector and/or plan checker.
6. Once selected, the Consultant shall not change Building Official without Director of Community Development's concurrence.

III. METHOD OF COMPENSATION

The City will be flexible in considering methods of compensation. Consultant must provide details as to the proposed method of compensation with examples as appropriate to clearly demonstrate compensation methods. If hourly rates are proposed, adequate information must be presented to match hourly rates to specific consultant staff. It shall be specified as to whether hourly rates, percent of building plan check and inspection fees collected, or other methods of compensation include all overhead and out-of-pocket expense.

For information purposes, the City currently pays for contract services at the following rates and/or fees:

- Plan Check Services, including administrative and clerical support – 70% of Plan Check Fees (for projects plan-checked by consultant)
- Building Official Services – Fee of \$155.00 per hour, based on a maximum of ten (10) hours per month
- Building Inspection and Counter Services (as needed) – Based on hourly rates of \$85.00 per hour for Building Inspector and \$56.00 per hour for Counter Permit Specialist

For information purposes, without any warranty as to the future building activity, in FY 2008-09 the City collected \$76,881.90 in plan check fees. In FY 2009-10, the City collected \$94,396.32 in plan check fees. Note: Building Permit and Plan Check fees are not based upon valuation, rather a time and materials formula based on square footage, construction type, and occupancy type.

IV. FORMAT FOR PROPOSALS

Consultant shall provide the following information:

1. Letter of transmittal signed by an individual authorized to bind the proposing entity to a City Professional Services Agreement.
2. General information about the consultant (i.e., company size, location of office, years in business, organization chart, number and position titles of staff).
3. Qualifications of staff proposed for the assignment; this includes the building official, the plan checkers, and the inspectors.
4. Detailed description of the consultant's understanding of the City's needs and a detailed plan demonstrating how the consultant will satisfy these needs.
5. Description of the services the consultant proposes to provide.
6. Compensation schedule in a separate sealed envelope.
7. Statement of acceptance of the City's Agreement on Consultant's letterhead.
8. Certificate of Non-discrimination and Certificate of Employment Relationships and Financial Interests (attached as Exhibit A).

Consultant submitting a proposal that includes the use of subcontractors shall provide the information identified above for each subcontractor.

V. ADDENDA

If any person contemplating submitting a proposal for the building plan check and inspection is in doubt as to the true meaning of any part of this Request for Proposal, that person may submit to the City's Director of Community Development a written request for an interpretation or correction.

Any interpretation or correction of the specifications will be made only by addendum issued by the City's Director of Community Development. Copies of addenda will be mailed or delivered to those persons who have received an RFP.

VI. EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a best-qualified selection process. Compensation schedule will be opened after a staff ranking of consultant qualifications.

The City staff will review all statements of proposals received timely. The candidates will be evaluated on the following criteria:

1. Experience
2. Demonstrated ability to understand and perform the work tasks efficiently and in accordance with the requirements of City and State codes
3. Oral and written communication abilities
4. Organization, location, size of firm, and references
5. Cost to perform the required service as stated in the Scope of Work.

Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of the information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects or litigation by the Consultant on previous contacts to disqualify any Consultant.

The City reserves the right to reject any or all proposals, or to request and obtain, from one or more consulting firms, supplementary information as may be necessary for City staff to analyze the proposal pursuant to the consultant selection criteria. Upon completion of the evaluation phase, City staff will select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP. The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more of the firms responding to this RFP.

The selected consultant will be required to enter into an "Agreement for Consulting Services," attached. The Agreement will include a detailed scope of work and payment of services schedule. The City of Laguna Hills City Council is the authorizing entity to issue a contract award to the top-ranked consultant. Upon receipt of the executed Agreement, it will be submitted to the City Council for approval.

VII. SPECIFICATIONS NOT CONTRACTUAL

Nothing contained in this Request for Proposal shall create any contractual relationship between the Consultant and the City. The City accepts no financial responsibility for costs incurred by any Consultant regarding this RFP.

VIII. PROOF OF AUTHORITY

If the Consultant is a corporation, formal proof of the authority of the officer signing the proposal to bind the corporation must be submitted with said proposal. A copy of the corporate resolution, or minutes, or letter, may be adequate proof.

IX. RESERVATIONS

The City reserves the right to reject any and all proposals, and to waive any non-conformity of proposals with this RFP, whether of a technical or substantive nature, as the interest of the City may require.

X. CLIENT REFERENCES

Consultant shall submit three (3) building plan check and inspection references. The references shall identify the client, a contact name, telephone number, description of the service provided, and the location where the service was performed.

XI. INSTRUCTIONS AND QUESTIONS

City representative from whom the Consultant will receive instructions:

Vernon A. Jones, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653
(949) 707-2600

Questions regarding this Request for Proposal should be directed to Vernon Jones at the above phone number. Do not contact any other City employee, City official or City consultant regarding this RFP.

XII. WITHDRAWAL OF PROPOSAL

Consultant may withdraw its proposal, either personally or by telegraphic or written request; it should, however, do this prior to the time set for the opening of proposals.

XIII. FIRM COMMITMENT OF AVAILABILITY OF SERVICE

The City shall have two months from the date required for submission of all proposals within which to evaluate the proposals received and to decide which proposal, if any, to accept. During such period, the Consultant shall remain ready, willing, and able to begin work as set forth in the proposal if accepted by the Council.

XIV. INDEPENDENT CONTRACTOR

The Consultant is as to the City a wholly independent contractor. The Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City.

XV. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal laws and regulations, including, but not limited to, those pertaining to conflict of interest, which in any manner affect those employed by it or in any way affect the performance of its building plan check and inspection service. The Consultant shall at all times observe and comply with all such laws and regulations.

XVI. CONSULTANT'S ACCOUNTING RECORDS

Records of Consultant's direct personnel, consultants, and reimbursable expenses pertaining to the work and records of accounts between City and Consultant shall be kept on a generally recognized standard accounting basis and shall be available to City or its authorized representatives at mutually convenient times.

XVII. LIABILITY INSURANCE REQUIREMENTS FOR CONSULTANTS

Please refer to Exhibit B, City of Laguna Hills' Agreement for Consulting Services Form, which contains the Insurance Requirements, and is attached to this RFP.

XVIII. TERM

The term for the Agreement is proposed to expire on June 30, 2013, unless otherwise determined by the City of Laguna Hills City Council.

XIX. SCHEDULE OF EVENTS

The anticipated schedule of events is as follows:

RFP provided to Consultant:	<u>April 15, 2011</u>
Receipt of Proposal back to City:	<u>May 11, 2011</u>
Consultant Interviews	<u>May 19, 2011</u> *
Consultant Selection at City Council meeting:	<u>June 14, 2011</u>
Start of Services (approx. / negotiable)	<u>July 1, 2011</u>

[* Approximate 45-minute interviews will be held between 8:00 a.m. – Noon]

XX. PROPOSAL SUBMISSION

Three (3) copies of the proposal must be received by the City no later than:

5:00 P.M., Wednesday, May 11, 2011

No faxed copies

Mark envelopes containing proposal "RFP - BUILDING SERVICES."

Address all proposals to:

Vernon A. Jones, A.I.C.P.
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Exhibits:

- A. Certificate of Non-Discrimination and Certificate of Employment Relationships and Financial Interests
- B. Agreement for Consulting Services

CITY OF LAGUNA HILLS

AGENDA REPORT COMMUNITY SERVICES DEPARTMENT

ISSUE: CONSULTING SERVICES AGREEMENT WITH OROS CONSULTING SERVICES FOR COMPUTER DESKTOP AND NETWORK ADMINISTRATION SUPPORT

SUMMARY:

For the last nine and a half years, Mr. Oros, of Oros Consulting Services, LLC., has supported the City's Information Technology (IT) infrastructure and assisted with the implementation of numerous IT projects. Staff is recommending that the City continue with the services of Oros Consulting Services for computer desktop and network administration support for a two-year term beginning July 1, 2011.

Mr. Oros is currently on-site two days a week to provide the City with IT support. In addition, the current contract with Mr. Oros accounts for additional support hours for special projects and IT emergencies. Continuing forward into the next two fiscal years, staff recommends the same schedule arrangement of 2 days per week of on-site support with a bank of hours to be reserved for special IT requests.

Staff recommends that the City Council direct the City Manager to execute a consulting services agreement with Oros Consulting Services as Mr. Oros' hourly rate for service of \$65/hr. is very competitive. In addition, Mr. Oros has served the City for many years and has developed a good rapport with staff. Mr. Oros is very knowledgeable about computer software and hardware and the City's IT infrastructure.

FISCAL IMPACT:

The not-to-exceed cost for Oros Consulting Services is \$110,240 and is accounted for in the proposed 2011 – 2013 Biennial Budget at \$55,120 for each fiscal year.

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT THE CITY MANAGER TO EXECUTE A TWO-YEAR CONSULTING SERVICES AGREEMENT WITH OROS CONSULTING SERVICES, APPROVED AS TO FORM BY THE CITY ATTORNEY, FOR COMPUTER DESKTOP AND NETWORK ADMINISTRATION SUPPORT NOT TO EXCEED \$110,240.

ATTACHMENTS:

- Consulting Services Agreement with Oros Consulting Services, LLC.

CONSULTING SERVICES AGREEMENT
(Oros Consulting Services Information Technology Support)

THIS AGREEMENT FOR CONSULTING SERVICES (the “Agreement”) is made and entered into this ___ day of June, 2011, by and between the City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California (“City”), and Robert Oros, an individual, doing business as Oros Consulting Services, LLC (“Consultant”).

RECITALS

A. City requires the services of a computer technician and network administrator for computer and network support (“Project”).

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

C. City desires to retain the 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 Information Technology (IT) support services to City 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 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 and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total contract amount shall not exceed \$110,240.

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 24 months, commencing on July 1, 2011, and ending on June 30, 2013, unless extended by mutual written agreement of the parties.

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: Robert Oros, Principal. 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 his/her designee. It shall be the Consultant's responsibility to keep the Contract Officer, or his/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. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Consultant's work product, result, and advice. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

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.

<u>Name:</u>	<u>Title:</u>
Robert Oros	Principal

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) combined single limit coverage per occurrence. 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.

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), 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, from any violation of any federal, state, or local law or ordinance, which Claims arise out of 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: Robert Oros
Oros Consulting Services
729 Brianna Way
Corona, CA 92879

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.

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

"CITY"
City of Laguna Hills

Date: _____

By: _____
Bruce E. Channing,
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Gregory E. Simonian,
City Attorney

By: _____
Peggy J. Johns,
City Clerk

"CONSULTANT"
Oros Consulting Services, LLC.

Date: 6/1/2011

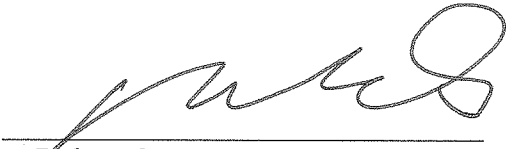
By : 
Robert Oros
Principal

EXHIBIT “A”

**CONSULTANT’S
SCOPE OF SERVICES/WORK**

Including,

Schedule of Fees

And

Schedule of Performance

Scope of Work & Schedule of Fees

1. Consultant's Information Technology (IT) support shall include but is not limited to the following:
 - (a) Help Desk Support (including any off-site computers)
 - Software related issues (Application Support)
 - Hardware related issues (Server/Workstation)
 - (b) Network Administration
 - Network Access
 - Network Printing
 - Network Resource Access
 - Email Administration
 - Documentation
 - Server Maintenance
 - Firewall Administration Support
 - (c) Perform System Upgrades/Updates
 - Operating system Upgrades
 - Application Upgrades
 - Hardware Upgrades
 - Operating System Updates (Server/Workstation)
 - (d) Filtering/protection
 - Virus Protection Administration
 - SPAM Filtering Administration
 - (e) Administer the City's computer backup system.
 - (f) Resolve any issues with City's IT infrastructure include remote access when applicable.
 - (g) Answer IT related questions with City staff.
 - (h) Work with other IT consultants/vendors to resolve issues with software and hardware and for the implementation of City's IT projects.
 - (i) Attend meetings when requested by City staff.
 - (j) Assist in keeping the City's IT records up-to-date including PC inventories, software inventories, printers, and network server and peripheral inventories, etc.
 - (k) Use the City's work order system to track calls.
 - (l) Provide City with recommendations on how to improve IT infrastructure and participate in City's budget process when requested.
 - (m) Provide City with quotes from other vendors for IT purchases when requested.
 - (n) Help setup the Audio/Visual system for City Council, Commission, and other meetings when requested.
2. Schedule of On-site Support. Consultant will provide a minimum of 16 hours (2 days per week) of on-site IT support to City during the principal period of support from

8:00am – 5:00 pm PST, Monday through Friday excluding Holidays. The City and Consultant will determine which days of the week will be scheduled for the 2-day on-site support.

2.1. Adjustments to the Consultant's aforementioned minimum schedule of on-site support will be determined by City and Consultant and shall include:

- (a) extra hours to complete special projects or in the case of an emergency,
- (b) weekend support,
- (c) less hours than the 16 hour minimum per week upon request by the City or Consultant.

3. Phone & Off-site Support. Phone support and off-site support will be charged in fifteen (15) minute increments. City will not be charged for calls to coordinate on-site support or general administration type calls.

3.1. Off-site support includes remote access into the City's network to conduct Network Administration and includes support of PCs/laptops that may be located off-site.

3.2. On a per instance basis, Consultant reserves the right to terminate a support call and continue the support effort on-site if Consultant deems that telephone support is not the most efficient means to resolve the problem.

3.3. Consultant will initially attempt to remedy each problem via telephone during off-site support; however, if not remedied Consultant will provide on-site response within sixteen (16) business hours after receiving the call. In the event of an emergency, Consultant will respond within 3 hours.

3.4. Consultant will not respond to City requests to perform product installation of upgrades as part of telephone support.

3.5. The City shall provide a list to Consultant of designated caller(s) so as to eliminate duplicate calls for the same problem and "surprise" time changes.

3.6. Consultant will not respond to requests for support from non-authorized personnel.

4. Reporting and Billing

4.1. Invoicing: City will pay Consultant monthly upon receipt of invoice from Consultant. The Consultant's invoice shall reflect the cost of the hours worked on a monthly and include the cost for on-site support, off-site support, and telephone support. Consultant shall bill in fifteen (15) minute increments.

4.2. Payment must be received 30 days from date of invoice.

- 4.3. Consultant shall keep track of all hours worked including phone support hours. Consultant shall provide to City at the beginning of each month a monthly report of the prior month that summarizes the dates of service, number of hours worked, and description of support services.

Schedule of Fees

1. Consultant's rate per hour is \$65.00 for the Term of this Agreement.

CITY OF LAGUNA HILLS

PLANNING AGENCY AGENDA REPORT COMMUNITY DEVELOPMENT DEPARTMENT

ISSUE: SITE DEVELOPMENT PERMIT (MAJOR)/CONDITIONAL USE PERMIT/PARKING USE PERMIT/MASTER SIGN PROGRAM NO. 11-10-1804, A REQUEST BY NADEL COMMERCIAL, INC., TO AUTHORIZE CERTAIN SITE AND BUILDING IMPROVEMENTS INCLUDING A SIGN PROGRAM, AND TO CREATE JOINT USE OF PARKING FACILITIES FOR THE BUILDINGS AND PROPERTIES AT 23521 PASEO DE VALENCIA AND 24181 RONDA DEL ROSSMOOR

SUMMARY:

David Jacobson, AIA of Nadel Commercial, Inc., representing the property owners of Taj Medical Center and Capital Source Bank (collectively, the "Applicant"), which are existing buildings respectively located on two separate but adjoining parcels at 23521 Paseo de Valencia and 24181 Ronda del Rossmoor, is requesting approval of an application that includes a Site Development Permit (Major), Conditional Use Permit/Parking Use Permit and Master Sign Program in order to:

- enclose 6,159 square feet of underground parking area of the Taj Medical Center building to create additional office space;
- construct a 6,300 square foot Plaza immediately east of the Taj Medical Center building;
- construct certain parking and landscape improvements to both properties resulting in a combined total of 385 on-site parking spaces;
- modify parking and striping on the private street Calle de la Plata resulting in 29 parking spaces;

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT (MAJOR)/CONDITIONAL USE PERMIT/PARKING USE PERMIT/MASTER SIGN PROGRAM NO. 11-10-1804, A REQUEST BY NADEL COMMERCIAL, INC., TO AUTHORIZE CERTAIN SITE AND BUILDING IMPROVEMENTS INCLUDING A SIGN PROGRAM, AND TO CREATE JOINT USE OF PARKING FACILITIES FOR THE BUILDINGS AND PROPERTIES AT 23521 PASEO DE VALENCIA AND 24181 RONDA DEL ROSSMOOR."

- create joint use of parking facilities between both properties to support a combination of general and medical office uses within the existing building, increasing the percentage allowable for medical office uses; and
- establish a sign program for the Taj Medical Center and parking lot areas.

Similar commercial development consisting of multi-story office buildings and financial institutions surround the subject site, and share the same zoning classification of VC Village Commercial District regulated by the Urban Village Specific Plan (UVSP). Site access is from an internal private street system with a total of four (4) driveways, three (3) in various locations along Ronda del Rossmoor, and one (1) along Calle de la Plata, which intersects with Paseo de Valencia, westerly of the project site.

Staff reviewed the Development Code requirements, the UVSP, and the General Plan issues, goals, and strategies; evaluated the potential for environmental impacts in accordance with the California Environmental Quality Act (CEQA); and determined that the proposed project, subject to conditions of approval, will not result in any significant adverse environmental impacts and will not detrimentally impact the public health, safety, and general welfare. Therefore, staff is recommending approval of Site Development Permit (Major)/Conditional Use Permit/Parking Use Permit/Master Sign Program No. 11-10-1804.

AUTHORITY:

Chapter 9-24 of the Laguna Hills Municipal Code (LHMC) establishes the VC Village Commercial District zoning and requires compliance with the UVSP, which is both a policy and regulatory document that establishes allowable land uses and development standards/design criteria. The LHMC still applies in those instances where a standard, such as parking and signage, is not entirely addressed within the UVSP document. Table 1 of the UVSP lists Finance Institution and Office/Business/Medical/Headquarters/Professional uses as permitted subject to the approval of a Site Development Permit. A Site Development Permit is used to approve a project in the absence of and in conjunction with other approvals being sought for a project. LHMC Chapter 9-42 requires remodeled centers, including existing multi-story office buildings, to have a Master Sign Program, considered through a Site Development Permit.

The LHMC establishes minimum ratios to be used when determining required parking based upon land use type. These ratios are applied to a building's gross square feet after subtracting for areas attributed to restrooms, elevator shafts, and utility shafts. Section 9-44.070 of the LHMC provides for the consideration of "Joint Use of Parking Facilities" in those instances where multiple uses on multiple building sites with one or more parking areas is proposed to be shared. The project involves two parcels with multiple occupancies and reciprocal parking lot areas and access points, with a proposal to intensify the use (conversion to medical office uses) of the building square footages. Therefore the project includes consideration of a Parking Use Permit to assess the "parking demand" based upon the square footages of uses, relative to the

parking supply on-site. LHMC Section 9-92.080 E. requires that the findings for a Conditional Use Permit be made in conjunction with specific findings for a Parking Use Permit.

LHMC Table 9-92.030 establishes the applicable reviewing body for various discretionary approvals that a project may require. LHMC Section 9-92.080 establishing application types and their respective findings, contains a provision that allows the Community Development Director to determine a project of sufficient interest on a broader land use policy scale, deeming it a "Major" Site Development Permit. Therefore, based upon the project described herein, the Planning Agency has purview over this project's multi-discretionary application request which includes a Site Development Permit (Major) (SDPM), Conditional Use Permit/Parking Use Permit (CUP/PUP) and Master Sign Program (MSP).

BACKGROUND:

Description of Existing Site - The project site is comprised of two parcels that together total approximately 5 acres in size. The larger parcel (Parcel 2, Parcel Map 92-207) has been developed with a three-story, 83,510 square foot office building, commonly known as the Taj Medical Center. The building square footage is currently leased at a ratio of 43/57 percent Medical Office to Business Office use. The building also includes a basement level and an underground, unenclosed loading dock area accessed by two ramps from the surface parking lot level on both the north and south sides of the building. An approximately 8,000 square foot area located on the west side of the building contains a large, formal fountain surrounded by landscape planters and lawn. The other parcel (Parcel 1, Parcel Map 92-207), located in the southeast corner of the project site, has been developed with a 5,288 square foot single story building, currently occupied by Capital Source Bank. A combined total of 280 parking stalls are currently provided on the project site, with an additional 27 curb-adjacent spaces located on the north and south sides of Calle de la Plata, a private street bordering the southern portion of the project site and under the same ownership as the Taj Medical Center. The project site takes its access from an internal private street system with a total of four (4) driveways, three (3) in various locations along Ronda del Rossmoor on both the east and west sides, and one (1) along Calle de la Plata, which intersects with the public street, Paseo de Valencia, located to the west of the project site.

Entitlement History – The impetus for the proposed project is largely based on the transition of the Taj Medical Center building from its original occupancy by mostly Business Offices to an increase in occupancy by Medical Offices that has occurred in response to the demand for such space, due to the proximity and growth of the Saddleback Memorial Hospital. Therefore, the following summarizes the various entitlements that have occurred affecting the Taj Medical Center portion of the project site in order to bring the current proposal into context:

- When the City of Laguna Hills incorporated in 1991, it recognized the project site as “legal non-conforming” since it did not meet the parking requirements adopted by the County in 1985. To insure that the degree of non-conformity would not be expanded, Staff limited the mix of uses on the site to those that were in place as of the date of the City’s incorporation.
- In 1992, Taj Mahal Ltd., applied for and received approval of a Tentative Parcel Map (TPM 92-207) to subdivide the project site into two parcels. Since it was determined that the subdivision would increase the non-conforming parking circumstances on Parcel 2 (Taj Medical Center), a Parking Use Permit (UP 93-014) seeking relief from the parking requirements was also approved through the preparation of a parking study establishing a parking demand ratio of 4.07 parking stalls per 1,000 square feet of leasable space and was based upon County parking criteria.
- In 1997, a request to allow for additional medical office use was made. Staff conducted research to determine the amount of Medical Office square footage allowable based upon all existing improvements at that time. The maximum for Medical Office use was found to be limited to approximately 30% of the leasable square footage of the building based upon a 1993 tenant list, the same year that the separate parcels were created. No additional Medical Office uses could be accommodated due to the limited amount of parking available. It was determined that all future Medical Office uses would be limited to the suite numbers as provided to the City on July 16, 1997 (the 1993 tenant list), unless additional parking stalls could be provided to serve an increase in Medical Office occupancy.
- In October 2003, the City considered and approved a Change Plan/Site Development Permit (CP/SDP 2003-056), which allowed an increase in the overall Medical Office leasable square footage to 35% within the building. The increase could be accommodated due to the demolition of a vacant drive-up building within the parking lot area that allowed the creation of additional parking stalls. A new parking survey was prepared by Katz, Okitsu & Associates, dated January 8, 2003, and demonstrated that the increase in Medical Office square footage could be supported based upon the increase in supply. The approval also established the application of the City’s parking ratios for the project site instead of the past practice of basing it on the County’s standards.
- In July 2010, the City considered and approved a Minor Site Development Permit (SDPA No. 06-10-1676), which was a proposal to make certain ADA improvements and enhance the Taj Medical Center entrances. The improvements resulted in reconfiguration of portions of the parking lot areas and again increased the supply of parking stalls on-site. This allowed an increase in the amount of leasable Medical Office square footage to 43%, and brought the site into greater conformance with the City’s applicable parking ratios and regulations. A specific Condition of Approval (Condition No. 11) from that approval action required the applicant to submit comprehensive “as-built” parking exhibits and summaries, confirm ownership and

control of the private street Calle de la Plata, and provide an up-to-date parking demand study/trip generation assessment in conjunction with any future requests to increase the amount of Medical Office occupancy in the Taj Medical Center.

PROJECT DESCRIPTION AND ANALYSIS:

Site Plan – Submitted plans provided in **Attachment 7** (and colored drawings in **Attachment 6**) show a proposal to comprehensively refurbish the entirety of the existing parking lot and landscape areas within the project site (both parcels) in order to bring the site into compliance with the City's current parking and landscaping regulations. The new improvements provide a combined total of 385 parking stalls on-site to serve both buildings. The proposal involves grading to address the demolition of some of the existing improvements on the project site. Demolition and removal of both the north and south access ramps to the underground loading dock area within the basement level of the Taj Medical Center building would occur. This will enable the enclosure of an area of 6,159 square feet for conversion to leasable space within the building. The elimination of the access ramps increases the area for additional surface level parking lot improvements, and allows the realignment of the project site entry drives from Ronda del Rossmoor and Calle de la Plata changing on-site vehicular circulation by making it continuous, where it is now bifurcated and disjointed by the location of the access ramps located almost centrally through the project site.

The easterly driveway access on Ronda del Rossmoor will be realigned and adjusted southerly from its present location to straighten the main drive aisle running east-west along the southerly side of the Taj Medical Center building providing a direct cross-through alignment. Associated with this realignment is the resurfacing and restriping of the entire existing parking field in accordance with current City dimensions for stall size, drive aisles, etc. Submitted plans also indicate locations for controlled access of these entrances/exits with gates with an attendant booth for the main entry drive. On-site drainage will also be adjusted accordingly and utilizes swales and planter infiltration to reduce run-off and address water quality.

The fountain, planter, and lawn area located on the north and west sides of the Taj Medical Center building will be removed and improved with additional parking lot area. With the removal of the access ramp on the north side, the associated driveway access from Ronda del Rossmoor at the northwest portion of the project site will be eliminated to provide continuation of the site's perimeter sidewalk and landscaping. The demolition of these existing improvements will also increase the surface level parking lot area on both the north and west sides of the building providing a continuation of on-site vehicular circulation completely around the building. A new trash and fountain equipment enclosure is proposed within the most northeast portion of the project site. The enclosure is comprised of a textured light gray block, with metal corrugated roofing painted gray, and will be surrounded by landscaping to screen and soften its appearance from off-site.

Rounding out improvements being made to the parking lot areas surrounding the Taj Medical Center building is the creation of a “Plaza” to be located on the east side of the building. The new plaza will be just a little over 6,300 square feet in size featuring gardens, seating areas, and fountains. The plaza has stepped levels starting at grade with the surface level parking area, rising to a central set of staircases leading to the building’s existing podium-level, with a tie-in to the expansive covered entrance on this side of the building. The parking lot area immediately adjacent to the plaza area consists of a single drive aisle with parking stalls flanking both sides, and features a wide, enhanced paving surface to establish a pedestrian link between the plaza and the perimeter sidewalk surrounding the project site. The plaza has been oriented towards the adjacent Laguna Hills Mall development on the project site’s east side to link with surrounding development per the concepts outlined in the UVSP.

In addition to the improvements within the project site boundaries, which include both parcels, the submitted plans indicate improvements to the private street, Calle de la Plata, which is under the same ownership as the Taj Medical Center building. The median area will be adjusted to match the location of the new and shifted entrance driveway accessed from this street. The applicant also proposes to remove existing signage that contains parking limitations and restrictions on use of curb-adjacent parking. As a result, 29 parallel parking stalls will be available to the project site within the private street. These stalls will be striped to indicate their locations in accordance with LHMC requirements for size and spacing. The requirement to provide such striping is included in the summary of improvements outlined in **Condition No. 20** to address the allowable increase in conversion of up to 80% of the building square footage within the Taj Medical Center building to Medical Office.

Landscape Plan – Submitted plans propose a complete overhaul of the landscaping of the parking lot and perimeter areas of the site. A new plant palette will be introduced that utilizes a tree hierarchy to distinguish the on-site circulation, and areas for seating and shade. Date Palms are proposed to flank the main entrance driveway from Calle de la Plata with a series of Fan Palms flanking the east/west secondary entrance driveway and drive aisle. Tipu trees are proposed along the perimeter planters surrounding the entire project site, and Mesquite trees are proposed within the parking lot areas. The seating areas located along the building southern side and within the east-side plaza are proposed to be accented with Olive trees. The palette of shrubs and groundcovers being proposed throughout the site will use primarily low-water using shrubs, grasses, and perennials. As described above, the on-site drainage for the project site will be completely modified and creates infiltration areas that flow directly into landscape planters between parking rows and along the project site perimeter. Plants and mulch materials in these areas will allow for this percolation of water on-site.

Parking – Along with the submitted plans for site improvements, the applicant is proposing to increase the amount of Medical Office square footage leased within the Taj Medical Center to 80%, and eventually convert 100% of the Capital Source Bank square footage to Medical Office use. The LHMC requires that a greater amount of

parking be provided for Medical Office (1 stall/150 square feet) uses compared with Business Office (1 stall/300 square feet) or Financial Institution (1 stall/250 square feet) types of uses. As such, the proposal includes an analysis of the parking facilities in order to propose Joint Use and a project specific parking ratio for medical uses on this project site for these buildings. Joint Use of parking facilities require consideration and approval of a CUP/PUP.

Linscott, Law & Greenspan (LL&G) has prepared a Parking Demand and Trip Generation Assessment Study in support of this request to intensify land use on the project site. The Study includes a review of the LHMC requirements for calculating the amount of parking stalls required to be provided by Code; findings from actual field studies to determine current parking demand based upon current occupancies, and derives an empirical parking ratio that would be applicable to the proposal. A copy of the Study is provided as **Attachment 4**. Based upon the LHMC requirements, a total of 527 parking stalls would be required based upon the conversion of the gross square footage of both buildings to Medical Office (80% in the Taj Medical Center and 100% of the Capital Source Bank), less those areas allowed to be subtracted before applying the City's ratio. Project improvements propose providing 414 parking stalls; therefore, the proposal would be considered deficient by 113 stalls (527 required less 414 provided), and the proposed increase to Medical Office use within the buildings would have to be significantly reduced from that being requested, as it could not be supported based on strict application of the LHMC ratios for required parking provisions.

LL&G then conducted field surveys in February of this year to observe actual demand compared with actual square footage being currently leased for Medical Office vs. Business Office uses. Peak demand was observed to occur by mid-day on a Tuesday, with 229 total parking stalls being occupied, compared to the 307 parking stalls provided, or a surplus of 78 parking stalls still available. LL&G then compared this demand across the occupancy of the building lease rates at the time the field survey work was taken. The factors related to the demand were then carried forward into the applicant's requested scenario (80% Medical Office of the Taj Medical Center and 100 % of the Capital Source Bank) in order to determine an empirical parking ratio for Medical Office use. Table 4 within LL&G's Study demonstrates the basis for the calculations that were used. The demand analysis yielded a ratio of a little over four stalls per 1,000 square feet, which included an industry accepted standard contingency factor of 10%. However, LL&G noted in their report that several journal articles produced by the Institute of Transportation Engineers (ITE) found that medical office buildings should be provided parking at a ratio closer to 4.5 stalls per 1,000 square feet. As such, LL&G is recommending a very conservative (36% contingency factor) project design ratio of five stalls per 1,000 square feet based upon their field observations and the project site characteristics for any square footage converted to Medical Office.

LL&G then applied this project design ratio onto the proposed project square footages (after accounting for LHMC allowable square footage subtractions) and concluded that the 414 parking stalls being provided through all of the proposed site improvements

would satisfy the observed demand. Demand versus supply results in a minor surplus of five parking stalls (414 supplied less a demand of 409) projected to occur at the observed peak time period (mid-day on a Tuesday). Any additional increase beyond 80% of the leasable square footage of the Taj Medical Center building to Medical Office would require a subsequent study (**Condition No. 21**). Further, the CUP/PUP and the supporting Study prepared by LL&G addresses the availability of parking related to the 100% conversion of the Capital Source Bank building square footage to Medical Office; however, the ownership of this building is not proposing to carry out this portion of the project until a future time. In order to document the conversion and ensure that applicable Traffic Impact Fees are paid (due to the intensification of the use) prior to issuance of a new Certificate of Use and Occupancy for a Medical Office use at the site, **Condition No. 22** has been included to address this requirement and phase of the project.

Master Sign Program – The applicant has submitted for a MSP to address signage on the Taj Medical Center building and for the overall project site. The program, provided as **Attachment 5**, establishes a consistent color scheme, materials and finishes for a series of both free-standing and suspended signage types. A total of three Center Identification signs are proposed. Two are approximately 13 square feet in size and are incorporated into decorative walls that flank the main driveway entrance and street corner along Calle de la Plata. The third sign is located along the westerly perimeter of the project site perpendicular to Ronda del Rossmoor, and is a free-standing structure approximately 18 feet high with sign area identifying the center of about 21 square feet, and lists two major tenants, each in an area of six-and-one-half square feet. Other free-standing signs are primarily located on-site within the parking lot areas to guide visitors. However, several of these signs, “V1 Informational Sign (Vehicular),” are being shown within the median on Calle de la Plata and facing driveway entrances at Ronda del Rossmoor, and include the identification of individual tenants, which has the effect of duplicate monument signage. **Condition No. 25** has been included to require the removal (from the MSP) of the “V1 Informational Signs (Vehicular)” from the median(s) on Calle de la Plata and at the driveway entrances at Ronda del Rossmoor.

Building wall signs are only identified for the Taj Medical Center building with signage for the Capital Source Bank building remaining unchanged until such time that the building square footage is converted to Medical Office uses. There are a total of three Building Identification signs shown for the Taj Medical Center building, each integrated into a new canopy/awning structure on the east, west, and southern elevations. There are also two new individual tenant identification signs placed upon pieces of frosted acrylic suspended between the building columns, one facing north and one facing west. There are currently two existing “cabinet-type” signs suspended from the colonnade of the southern annex portion of the existing building, one facing west and the other east, which the sign program indicates would remain. This presents a very inconsistent overall building aesthetic. **Condition No. 26** has been included to require the removal of these cabinet-type signs, replacing them with signs that would match the new frosted

acrylic, suspended style being proposed for individual tenant identification signs, to insure a consistent and architecturally compatible approach to signage on the building.

Construction Sequencing – The site improvements are proposed to occur in basically two construction sequences in order to maintain the availability of as much on-site parking as possible. Sequence 1 encompasses mostly the demolition of the northerly half of the project site, and will include the driveway realignment and parking field area just north of the Capital Source Bank building. Sequence 1 includes the plaza improvements and the realigned easterly driveway access from Ronda del Rossmoor. Sequence 2, which comprises the remaining southerly portion of the project site, will not commence until Sequence 1 parking fields are improved and functional for business patrons to be able to access the buildings from these areas. Sequence 2 will complete the parking lot area, landscaping, and main driveway access from Calle de la Plata, all located within the southern half of the project site. Based upon the Construction Sequencing Plan provided as **Attachment 3**, during both construction sequences, it is anticipated that at least 230 parking stalls will be available on the project site to serve patrons to the businesses. The applicant has indicated that they will secure permission for temporary parking in portions of the most westerly parking lot areas of the adjacent Laguna Hills Mall for business employees as necessary to diminish parking shortages.

PUBLIC COMMENT:

A total of 39 public hearing notices were mailed to surrounding property owners and business owners within a 300-foot radius of the subject site. No comments were received as of the preparation of this report.

CONCLUSION:

Staff believes that the conversion of additional square footage in the Taj Medical Center from Business Office to Medical Office use is supported by the proposed improvements and can be accommodated based upon analysis provided in the Parking Demand Study. Further, it has been demonstrated that the future project to convert the entirety of the Capital Source Bank building to Medical Office use can also be accommodated through Joint Use of parking facilities between both parties. Conditions of Approval listed in the Resolution, specifically **Condition Nos. 20 through 26**, will insure that the project does not result in impacts to surrounding properties and is consistent with the LHMC. Therefore, Staff is recommending approval of SDPM/CUP/PUP/MSP No. 11-10-1804, subject to the conditions of approval as listed in the attached Resolution of Approval.

CEQA FINDINGS:

It is recommended that the Planning Agency find SDPM/CUP/PUP/MSP No. 11-10-1804 to be Categorical Exempt from the requirements of the California Environmental Quality Act (CEQA) based upon a Class 3 – New Construction or Conversion of Small Structures and Class 32 – In-fill Development Projects (CEQA Guidelines Section 15303 and 15332) exemptions because:

- (1) It consists of the construction and conversion of less than 10,000 square feet of a commercial building area (the enclosure of 6,159 square feet of existing underground loading dock area) within an urbanized area; and
- (2) It can be characterized as in-fill development consistent with the General Plan and Zoning District; occurs on a five (5) acre project site where there is no value as habitat; where there are no significant effects upon traffic, noise, air quality or water quality; and where all required utilities and public services exist.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT (MAJOR)/CONDITIONAL USE PERMIT/PARKING USE PERMIT/MASTER SIGN PROGRAM NO. 11-10-1804, A REQUEST BY NADEL COMMERCIAL, INC., TO AUTHORIZE CERTAIN SITE AND BUILDING IMPROVEMENTS INCLUDING A SIGN PROGRAM, AND TO CREATE JOINT USE OF PARKING FACILITIES FOR THE BUILDINGS AND PROPERTIES AT 23521 PASEO DE VALENCIA AND 24181 RONDA DEL ROSSMOOR."

ATTACHMENTS:

1. Resolution of Approval
2. Letter of Justification
3. Construction Sequencing Plan
4. Linscott, Law & Greenspan Revised Parking Demand & Trip Generation Assessment dated May 19, 2011
5. Master Sign Program (Site and Exterior Signage Plan – Revised February 2, 2011)
6. Colored Renderings, Landscape and Plaza Plan
7. Site Plan, Grading Plan, Landscape Plan, Architectural Plan

RESOLUTION NO. PA2011-_____

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT (MAJOR)/CONDITIONAL USE PERMIT/PARKING USE PERMIT/MASTER SIGN PROGRAM NO. 11-10-1804, A REQUEST BY NADEL COMMERCIAL, INC., TO AUTHORIZE CERTAIN SITE AND BUILDING IMPROVEMENTS INCLUDING A SIGN PROGRAM, AND TO CREATE JOINT USE OF PARKING FACILITIES FOR THE BUILDINGS AND PROPERTIES AT 23521 PASEO DE VALENCIA AND 24181 RONDA DEL ROSSMOOR

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

WHEREAS, an application for Site Development Permit (Major)/Conditional Use Permit/Parking Use Permit/Master Sign Program No. 11-10-1804 has been received to authorize certain site and building improvement including a sign program, and to create joint use of parking facilities for the buildings and properties at 23521 Paseo de Valencia and 248181 Ronda del Rossmoor; and

WHEREAS, Site Development Permit (Major)/Conditional Use Permit/Parking Use Permit/Master Sign Program No. 11-10-1804 is found to be Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) based upon Class 3 and Class 32 exemptions (CEQA Guidelines Section 15303 and 15332); and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the applicant, and other interested parties with respect to the subject application at a public hearing held on June 14, 2011.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That the required findings by the City for approval of Site Development Permit (Major)/Conditional Use Permit/Parking Use Permit/Master Sign Program No. 11-10-1804 have been met and made as follows:

Site Development Permit

1. The site design complies with standards of the Development Code in that:

The proposed improvements will eliminate non-conforming circumstances on the property related to parking, landscaping, and signage bringing it into compliance with the standards of the Development Code and Urban Village Specific Plan.

2. The site is suitable for the proposed development in that:

The proposed improvements result in an enhanced on-site pedestrian and vehicular circulation for the entire project site, provides an adequate supply of parking to meet demand, and incorporates new landscaping including a the Urban Village Specific Plan requirement to create a plaza and linkages with surrounding development.

3. The project is consistent with the General Plan and applicable design guidelines in that:

The site improvements proposed will enhance an existing office development that was approved prior to the City's incorporation implementing many of the policies outlined in the Urban Village Specific Plan to address design and circulation.

4. The site design and structural components are appropriate for the site and function of the proposed uses in that:

The new site layout, while retaining the location of existing buildings, is improved to increase the amount of parking supply to serve the increase in Medical Office use occupancies, creates useable and functional landscape areas, and updates the overall site aesthetic appropriate to the design concepts outlined in the Urban Village Specific Plan.

Conditional Use Permit

5. The proposed use is consistent with the General Plan in that:

The use subject to the conditional use permit requirement is for Joint Use of parking facilities between two adjacent parcels within the Urban Village Specific Plan, which specifically encourages techniques for enhancement of existing parking and circulation within the area, which the proposed project satisfies.

6. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures in that:

Reciprocal ingress/egress and reciprocal use of parking lot areas has already been established between the two parcels and the subject proposal is to continue and expand the shared parking facilities in support of increasing the square footage of the existing buildings with Medical Office use by increasing supply of parking that meets calculated demand completely containing it within parking stalls under control of the project applicant, in consideration to adjacent uses and buildings to insure that there are no impacts.

7. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity in that:

The phasing of improvements will insure that parking is available to the building patrons; and that upon project completion provides an adequate amount of parking to satisfy the demonstrated demand due to the incorporation of a very conservative contingency factor in calculating the amount of parking required to serve the build-out of all proposed Medical Office square footage within both buildings on the project site.

8. All required development standards prescribed by the Laguna Hills Development Code can be achieved in that:

Both phases for improvements to the parking lot areas supporting the existing uses and the proposed uses will be upgraded to current requirements for striping, stall size, and landscaping.

9. The conditions and limitations placed upon the use are necessary to insure compatibility with adjacent or abutting uses and the preservation of the public health, safety, and welfare in that:

Conditions have been included specifically to address timing of improvements in consideration of the surrounding uses as it relates to creation of the Joint Use of parking, and general conditions have been included to protect the general welfare.

Parking Use Permit

10. The proposed joint Parking Use Permit is consistent with the intent and purpose of the Development Code in that:

The proposal provides for the continuation of multiple uses on multiple building sites maintaining Joint Use of their parking facilities where the peak demand can be accommodated within the supply, and still results in an anticipated surplus.

11. The joint Parking Use Permit provides a reasonable and enforceable means for all uses to share parking facilities in that:

The parties have entered into and recorded a reciprocal agreement to insure that the number of parking stalls provided remain available and support the conversion of both building's square footages to Medical Office use, as requested, and such agreement is reasonable and includes enforcement provisions for both parties.

12. The requirement for parking established by the joint Parking Use Permit shall assure that parking demands for the participating uses are continually met in that:

The calculation of parking required includes a very conservative contingency factor exceeding industry standards by double that still results in an anticipated surplus number of parking stalls at the observed peak demand time periods.

Master Sign Program

13. The design and application of the sign criteria required by the Development Code are satisfied by the proposed sign program in that:

The general locations, sizes and number of signs conform to the limitations as stated in the Code and conditions have been included to require further refinement of on-site informational signs to satisfy the Code definitions for that sign type.

14. The sign program provides a compatible and harmonious design between advertising, landscaping and building design in that:

The sign program includes both free-standing and building signs establishing a consistent use of materials, logos, letter styles, and overall theme compatible with the Taj Medical Center building architecture an updated landscape scheme.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve Site Development Permit (Major)/Conditional Use Permit/Parking Use Permit/Master Sign Program No. 11-10-1804 subject to the following conditions:

General

1. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project

regarding any other applicable ordinance, regulation, or requirement.

2. Failure to abide by and faithfully comply with any and all conditions of approval contained herein shall constitute grounds for revocation of said permit by the Laguna Hills Planning Agency.
3. As a condition of issuance of this approval, the applicant/owner hereby agrees, at its sole cost and expense and to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, employees, agents, and consultants, which seeks to attack, challenge, set aside, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, but is not obligated to, at its sole cost and expense, elect to participate in the defense of any such action under this condition.
4. The applicant/owner shall agree in writing to these conditions of approval within 30 days of the Planning Agency's action. The owner of the property at 24181 Ronda del Rossmoor shall also submit (within 30 days of approval) a letter agreeing to all conditions of approval relevant to the granting of medical office use parking entitlement, including Condition Nos. 22 and 24.
5. The applicant/owner shall reimburse the City for any outstanding staff time spent on the processing of Site Development Permit (Major)/Conditional Use Permit/Parking Use Permit/Master Sign Program No. 11-10-1804 within 60 days of Planning Agency action.
6. The approval of these entitlements shall expire and be of no further force or effect if the permit is not implemented within two years from June 14, 2011.
7. Within 48 hours from project approval, the applicant/owner shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

Building

8. The applicant/owner shall secure applicable building permits, as required by Section 105 of the 2010 California Building Code.
9. Plans shall be accurately labeled and reflect all work, as required by Section 106 of the 2010 California Building Code, (construction documents).

10. The applicant/owner shall secure any required approvals from Orange County Fire Authority (OCFA), Engineering and Planning Department prior to issuance of a building permit.
11. The applicant/owner shall submit Construction and Demolition Waste Recycling Program paperwork if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of the California Integrated Waste Management Board (CIWMB).
12. The applicant/owner shall comply with all general construction Water Quality Ordinances, as required by the City of Laguna Hills, and Ordinance No. 2003-12.
13. The applicant/owner shall comply with California Disabled Accessibility requirements as required by Chapter 11 of the California Building Code.
14. The applicant/owner shall comply with all California Energy requirements as required by the California Energy Commission.
15. All construction shall comply with the 2010 California Building, Plumbing, Mechanical, Electrical, and Green Building Codes in regard to applicable occupancy types, including mixed occupancies.
16. Prior to the issuance of building permits, the applicant/owner shall pay all applicable City fees including Traffic Impact Fees (per LHMC Chapter 9-102) and Public Art In-Lieu Fee (UVSP Chapter 5, pg 36).

OCFA

17. Prior to the issuance of a building permit for the conversion of general office to medical office, the applicant/owner shall submit plans for the review and approval of the Fire Chief per the "Orange County Fire Authority Plan Submittal Criteria Form." The applicant may contact OCFA at (714) 573-6100 for a copy of the Site/Architectural Notes to be placed on the plans prior to submittal.
18. Prior to the issuance of a grading permit, the applicant/owner shall submit a fire master plan, including the entry gate (Service Code PR145).
19. Prior to the issuance of a grading permit, the applicant/owner shall submit a plan for underground piping (Service Code PR 470-PR-475), if private hydrants are installed/modified.

Planning

20. Upon completion of all site improvements approved with this permit, including providing a combined total of 385 on-site parking stalls

and striping for 29 parallel stalls on Calle de la Plata, an increase of up to 80% of the leasable building square footage of the Taj Medical Center may be occupied by Medical Office uses, with the remaining 20% occupied by Business Office uses.

21. Any additional increase in Medical Office square footage above 80% of the leasable building square footage within the Taj Medical Center requires a subsequent discretionary application review and approval by the City, as determined by the Community Development Director.
22. The subsequent conversion of the Capital Source Bank building square footage to occupancy by Medical Office uses requires the review and approval of a Certificate of Use and Occupancy, following an assessment of Trip Generation and payment of applicable Traffic Impact Fees, as is required by the Urban Village Specific Plan and LPMC Chapter 9-102.
23. The applicant/owner shall pay fees required for Public Art in accordance with the requirements of the Urban Village Specific Plan.
24. The applicant/owner shall pay fees required for the Traffic Impact/Mitigation program as required by LPMC Chapter 9-102.
25. Prior to the issuance of building permits, the applicant/owner shall revise the Master Sign Program (MSP), removing from the "Site Signage Location Plan GD100" map (contained within the MSP) the proposed "V1 Informational Sign (Vehicular)" signs located within the median of Calle de la Plata and at the east and west perimeter driveway locations on Ronda del Rossmore, subject to the review and approval of the Community Development Director,.
26. Prior to the issuance of building permits, the applicant/owner shall make revisions to the Master Sign Program, as approved by the Community Development Director, to indicate the removal of the existing cabinet signs referenced as "T1 Tenant Identification Signs" on the Taj Medical Center building, replacing them with signs matching the "T2 Tenant Identification Signs." The "Building Signage Location Plan GD200" may be modified as necessary to accommodate this revision and is also subject to the review and approval by the Community Development Director, or his designee of the final sign locations.

Public Services

27. Any work performed in the public right-of-way by the applicant/owner or his or her agents shall require the issuance of an encroachment permit (in advance) by the City Engineer. It shall be the applicant's responsibility to protect-in-place existing public

improvements. Public improvements that are damaged as a result of the proposed construction shall be the responsibility of the applicant and/or contractor of record to repair or replace to the satisfaction of the City Engineer.

28. All existing driveway access points shall be reconstructed by the applicant/owner to comply with ADA access standards.
29. The trash enclosure located on the same parcel as the subject building addressed as 23521 Paseo de Valencia shall be appropriately sized, and constructed per the City of Laguna Hills standards, including a roof and sewer connection to the satisfaction of the City Engineer.
30. Prior to the issuance of any permits, the applicant/owner shall submit grading plans and all required supporting reports (geotechnical, hydrology, etc.) to the City Engineer for review and approval.
31. The applicant/owner shall submit a copy of the Notice of Intent (NOI) indicating that coverage has been obtained under the National Pollutant Discharge Elimination System (NPDES) State General Permit for Storm Water Discharges Associated with Construction Activity from the State Water Resources Control Board. Evidence that the NOI has been obtained shall be submitted to the Public Services Department. Project subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be submitted to the City Engineer, and an additional copy shall be kept at the construction site at all times.
32. Prior to the issuance of a grading permit, the applicant/owner shall provide a Water Quality Management Plan (WQMP) for review and approval by the City Engineer. The WQMP shall utilize Best Management Practices (BMPs) for reducing pollutants in stormwater leaving the site.
33. Prior to the issuance of a demolition permit, the applicant/owner shall submit an Erosion Control Plan to the City Engineer for approval. The Erosion Control Plan shall depict Best Management Practices (BMPs) to be implemented during construction.
34. Prior to the issuance of building permits, the applicant/owner shall submit a final Landscape Plan which shall specify low water use landscape plants and corresponding irrigation system, pursuant to Chapter 9-47 of the LHMC. The planting plan must be consistent with the irrigation plan.
35. Pursuant to Government Code Section 66020, the applicant/owner is informed that the 90-day period in which the applicant/owner may

protest any fees, dedications, reservation or other exaction imposed in connection with this project through these conditions of approval begins on the date that the Planning Agency adopts its resolution approving this project and related permits.”

(The remainder of this page intentionally left blank)

PASSED, APPROVED, AND ADOPTED this 14th day of June 2011.

CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2011 - _____ adopted by the Planning Agency of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 14th day of June, 2011, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

ATTACHMENT 2

CITY OF LAGUNA HILLS
24035 El Toro Rd., Laguna Hills, CA 92653
(949) 707-2600

PLANNING APPLICATION

Date Received: 4/18/11
By: C. Dominguez

Receipt #: _____

Case #: _____

APPLICATION TYPE	FEE	DEPOSIT	CASE NUMBER
PRELIMINARY APPLICATION PROJECT REVIEW	\$600		PA
CHANGED PLAN (Minor)	\$600		CP
CHANGED PLAN (Major)		\$2,000	CP
APPEAL	\$600		APL
GENERAL PLAN AMENDMENT		\$6,000	GPA
ZONE CHANGE		\$6,000	ZC
VARIANCE		\$3,500	VA
CONDITIONAL USE PERMIT	Typical	\$4,000	CUP
	Modified	\$2,000	CUP
SITE DEVELOPMENT PERMIT (Major)	Typical	✓ \$4,000	SDP
	Master Sign Program	✓ \$4,000	MSP
SITE DEVELOPMENT PERMIT (Minor)	Typical	\$800	SDP
	Sign Program Amendment/Retaining Wall	\$800	SDP
ENVIRONMENTAL	Negative Declaration	\$3,000	
	Environmental Impact Report (EIR)	\$10,000	
TENTATIVE PARCEL MAP		\$4,500	TPM
TENTATIVE TRACT MAP (\$1,000 screen check fee plus)		\$6,000	TTR
LOT LINE ADJUSTMENT		\$1,000	LLA
OTHER	Parking Use Permit	✓ \$4,000	
PERMANENT RECORD RETENTION FEE (All applications)	\$30	✓	
FIRE PLAN CHECK	\$379.50	✓	

DEPARTMENT USE ONLY ABOVE THIS LINE

APPLICANT TO COMPLETE

PROJECT INFORMATION

PROJECT NAME: Taj Mahal Medical Center & Capital Source Bank
PROJECT ADDRESS/LOCATION: Refer to Supplemental Project Information
ASSESSORS' PARCEL NUMBER TRACT/PARCEL MAP & LOT #:
ZONING: Commercial - VC GENERAL PLAN DESIGNATION: Commercial
PROJECT DESCRIPTION: Refer to updated Project Description

APPLICANT: Nadel Commercial, Inc. PHONE: (310) 826-2100
ADDRESS/CITY 1990 S. Bundy Drive, 4th Floor, Los Angeles STATE: CA ZIP 90025
CONTACT PERSON: David Jacobson, AIA PHONE: (310) 826-2100
ADDRESS/CITY STATE: ZIP
PROPERTY OWNER: The Muller Company and PHONE: M.A. Richley Family u/d/t
ADDRESS/CITY Refer to updated Project Description STATE: ZIP

MAILING LIST CERTIFICATION:

In accordance with Section 9-92 of the City of Laguna Hills Development Code, I certify that the property owners list included with this application contains the names of all legal owner and tenants of all parcels of land within (300) feet of the exterior boundaries of the attached legally described parcel of land, as shown on the latest adopted Orange County Tax Roll

APPLICANT'S SIGNATURE David Jacobson DATE: 4/18/11
OWNER'S SIGNATURE [Signature] DATE: 4/18/11



January 5, 2011
Rev: January 31, 2011

NADDEL

City of Laguna Hills Planning Department

Case No.: SDPM/MSP/CUP/Pup.11.10.1804

Location: 23521 Paseo de Valencia, Taj Mahal Office Building

Applicant: David Jacobson, Nadel Commercial, Inc.

Updated Project Description:

This project is proposed on two parcels, the first located at 23521 Paseo de Valencia containing the existing 83,510 gross square-foot Taj Mahal office building, and portions of the parcel located at 24181 Rhonda del Rossmoor, which contains the 5,288 gross square-foot Capital Source Bank.

The proposed development will require approval of a Major Site Development Permit (SDPM), Master Sign Program (MSP), Conditional Use Permit/Parking Use Permit (CUP/PUP).

Highlights of the Project Scope include:

- Conversion of the Taj Mahal building square footage to approximately 80% medical office use, and the future conversion of the Capital Source Bank building square footage to 100% medical.
- Abandonment of the two truck ramps to the subterranean loading area, under the Taj Mahal building and enclosure of the space to allow for medical offices, resulting in an overall Taj Mahal building area of 89,669 gross square feet, an increase of 6,159 gross square feet. No additional square footage is proposed to the Capital Source Bank building.
- The combined net addition of seventy nine (77) parking spaces, all of which are either on sites or on streets controlled by the Taj Mahal or Capital Source Bank ownership. This will increase the parking provided from 336 to 414 spaces (including Capital Source Bank), 381 spaces if just Taj Mahal. The portion of the parking supply increase on the Capital Source Bank parcel is projected to be 5 to 7 spaces increasing the parking located on that parcel from 27 spaces to 33 spaces.
- Complete demolition of almost all of the existing Site Improvements and Landscaping and replacement with new Site Improvements and

NADDEL ARCHITECTS
1990 South Bundy Drive
Fourth Floor
Los Angeles, CA 90025

T. 310.826.2100
F. 310.826.0182
www.nadelarc.com

Landscape throughout both parcels. All such Site Improvements will be built in compliance with current Code as regards site lighting, parking stall sizes, drive lane widths and turning radii and Fire Department access.

- Construction of a new 6,000 sq. foot Plaza on the east side of the Taj Mahal building with water features and gardens that is connected via on-site pedestrian ways to the sidewalks both east and west of the property.
- Re-work site access points and on-site circulation for pedestrians and vehicles. A new east-west circulation road will be created south of the Taj Mahal building along with ADA access improvements to both the east and west building entry points.
- The new west side ADA access ramp and the new north side access points to the Taj Mahal building will be approximately one foot below the main entry level creating greatly improved ADA accessibility to the building from the parking areas.
- Major points of entrance to the Taj Mahal building will be further accentuated by the addition of architectural canopies and/or signage.
- Use of the west entry to the Taj Mahal building will be improved via clear identification of the point of access and improved visibility from Paseo de Valencia.
- Implementation of the new Master Sign Program including directional signage and the establishment of a uniform building identity, Taj Mahal Medical Center. Signage for the Capital Source Bank building will not change, but a future amendment to the Sign Program would coincide with the medical office conversion of that building. Directional signage will be installed when a parking control system is implemented. Monument, entrance and canopy signs for the Taj Mahal building will be concurrent with the site improvements. There is no immediate timetable for the tenant wall signs.
- Design and approval of the parameters for the future addition of a controlled access gate system covering all three driveways that serve as access to both parcels.
- Coordination between the Owners of the Taj Mahal and Capital Source Bank parcels for parking improvements, mutual access easements, and management of the future controlled access system.



November 5, 2010
Revised May 24, 2011

NADEL

The Planning Department
City of Laguna Hills
24035 el Toro Road
Laguna Hills, CA 92653

**Re: Taj Mahal Medical Center & Capital Source Bank Property
23521 Paseo de Valencia, Laguna Hills, CA
NADEL No. 10225
Justification Letter**

NADEL ARCHITECTS
1990 South Bundy Drive
Fourth Floor
Los Angeles, CA 90025

T. 310.826.2100
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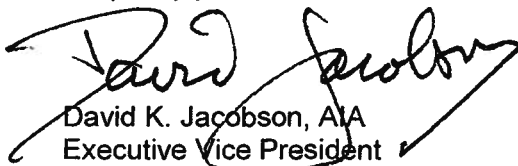
Gentlemen:

The above project consists of an existing 82,360 gross square foot Taj Mahal Office and Medical Office Building at 23521 Paseo de Valencia at the corner of Calle de la Plata and the Capital Source Bank at 24181 Rhonda del Rossmoor.

The project consists of extensive site improvements including the net addition approximately 107 parking spaces, adding new landscaping throughout, creating a new plaza with water features, and enhancing the site storm drainage. These improvements will be generally consistent with the City's Urban Village Specific Plan. In addition, the site vehicular circulation has been reworked to provide improved through circulation and controlled access. Pedestrian access from the parking areas has also been improved by adding additional points of access on all sides, reinforcing the entries on the east and west sides with attractive canopies and signage. As part of the site redevelopment, the existing ramps providing access to the subterranean loading area will be removed. This will create an additional 6,000 S.F. of occupied, enclosed space which is included in the above gross square footage.

With the added parking spaces, control of the parking lot, and availability of mass transit on site, the owners wish to convert the Taj Mahal building to approximately 80% medical office use and the Capital Source Bank property eventually to 100% medical office use. In order to be approved for increased medical office use, some relief is being sought from the City's parking standards. With our submittal, we are providing a detailed Parking Study which gives the basis for the requested relief.

Very truly yours,



David K. Jacobson, AIA
Executive Vice President

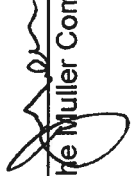
Enclosure

SUPPLEMENTAL PROJECT INFORMATION

PROJECT 1	
PROJECT NAME:	Taj Mahal Medical Center
PROJECT ADDRESS:	23521 Paseo de Valencia Laguna Hills, CA
ASSESSOR'S PARCEL NO.:	621-141-76, 77 & 79
TRACT/PARCEL MAP & LOT#	92-20T, Lot 2 6106, Lot C
PROPERTY OWNER:	The Muller Company
ADDRESS/CITY:	23521 Paseo de Valencia Laguna Hills
STATE/ZIP:	California, 92653
PHONE:	(949) 460-5380
PROJECT DESCRIPTION	
SITE SIZE:	196,605 square feet
SQUARE FOOTAGE:	89,669 gross square feet*
NUMBER OF FLOORS OF CONSTRUCTION:	Three and basement level
AMOUNT OF OFF-STREET PARKING PROVIDED:	413**

*Including existing loading dock area.

**On-site spaces plus spaces on private street controlled by Owner (refer to parking study).

Signature:  For The Muller Company

Signature: _____
For M.A. Richley Family u/d/t

PROJECT 2	
PROJECT NAME:	Capital Source Bank
PROJECT ADDRESS:	24181 Rhonda del Rossmoor Laguna Hills, CA
ASSESSOR'S PARCEL NO.:	621-141-75 & 78
TRACT/PARCEL MAP & LOT#	TR 6106 Lot 4 POR of Lot
PROPERTY OWNER:	M.A. Richley Family u/d/t 12/31/1976
ADDRESS/CITY:	615 Via Lido Nord Newport Beach
STATE/ZIP:	California, 92663
PHONE:	(949) 683-2838
PROJECT DESCRIPTION	
SITE SIZE:	21,384 square feet
SQUARE FOOTAGE:	5,288 gross square feet
NUMBER OF FLOORS OF CONSTRUCTION:	One level
AMOUNT OF OFF-STREET PARKING PROVIDED:	32 to 34

SUPPLEMENTAL PROJECT INFORMATION

PROJECT 1	
PROJECT NAME:	Taj Mahal Medical Center
PROJECT ADDRESS:	23521 Paseo de Valencia Laguna Hills, CA
ASSESSOR'S PARCEL NO.:	621-141-76, 77 & 79
TRACT/PARCEL MAP & LOT#	92-20T, Lot 2 6106, Lot C
PROPERTY OWNER:	The Muller Company
ADDRESS/CITY:	23521 Paseo de Valencia Laguna Hills
STATE/ZIP:	California, 92653
PHONE:	(949) 460-5380
PROJECT DESCRIPTION	
SITE SIZE:	196,605 square feet
SQUARE FOOTAGE:	89,669 gross square feet*
NUMBER OF FLOORS OF CONSTRUCTION:	Three and basement level
AMOUNT OF OFF-STREET PARKING PROVIDED:	381** (352 On site / 29 La Playa)

*Including existing loading dock area.

**On-site spaces plus spaces on private street controlled by Owner (refer to parking study - 414 per parking study).

Signature: _____

For The Muller Company

PROJECT 2	
PROJECT NAME:	Capital Source Bank
PROJECT ADDRESS:	24181 Rhonda del Rossmoor Laguna Hills, CA
ASSESSOR'S PARCEL NO.:	621-141-75 & 78
TRACT/PARCEL MAP & LOT#	TR 6106 Lot 4 POR of Lot
PROPERTY OWNER:	M.A. Richley Family u/d/t 12/31/1976
ADDRESS/CITY:	615 Via Lido Nord Newport Beach
STATE/ZIP:	California, 92663
PHONE:	(949) 683-2838
PROJECT DESCRIPTION	
SITE SIZE:	21,384 square feet
SQUARE FOOTAGE:	5,288 gross square feet
NUMBER OF FLOORS OF CONSTRUCTION:	One level
AMOUNT OF OFF-STREET PARKING PROVIDED:	33

Signature: _____

For M.A. Richley Family u/d/t



January 5, 2011
Rev: May 24, 2011

NADEL

City of Laguna Hills Planning Department

Case No.: SDPM/MSP/CUP/Pup.11.10.1804

Location: 23521 Paseo de Valencia, Taj Mahal Office Building

Applicant: David Jacobson, Nadel Commercial, Inc.

Updated Project Description:

This project is proposed on two parcels, the first located at 23521 Paseo de Valencia containing the existing 83,510 gross square-foot Taj Mahal office building, and portions of the parcel located at 24181 Rhonda del Rossmoor, which contains the 5,288 gross square-foot Capital Source Bank.

The proposed development will require approval of a Major Site Development Permit (SDPM), Master Sign Program (MSP), Conditional Use Permit/Parking Use Permit (CUP/PUP).

Highlights of the Project Scope include:

- Conversion of the Taj Mahal building square footage to approximately 80% medical office use, and the future conversion of the Capital Source Bank building square footage to 100% medical.
- Abandonment of the two truck ramps to the subterranean loading area, under the Taj Mahal building and enclosure of the space to allow for medical offices, resulting in an overall Taj Mahal building area of 89,669 gross square feet, an increase of 6,159 gross square feet. No additional square footage is proposed to the Capital Source Bank building.
- The combined net addition of seventy nine (107) parking spaces, all of which are either on sites or on streets controlled by the Taj Mahal or Capital Source Bank ownership. This will increase the parking provided from 307 to 414 spaces (including Capital Source Bank), 381 spaces if just Taj Mahal. The portion of the parking supply increase on the Capital Source Bank parcel is projected to be 6 spaces increasing the parking located on that parcel from 27 spaces to 33 spaces.
- Complete demolition of almost all of the existing Site Improvements and Landscaping and replacement with new Site Improvements and

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Fourth Floor
Los Angeles, CA 90025

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Landscape throughout both parcels. All such Site Improvements will be built in compliance with current Code as regards site lighting, parking stall sizes, drive lane widths and turning radii and Fire Department access.

- Construction of a new 6,317 sq. foot Plaza on the east side of the Taj Mahal building with water features and gardens that is connected via on-site pedestrian ways to the sidewalks both east and west of the property.
- Re-work site access points and on-site circulation for pedestrians and vehicles. A new east-west circulation road will be created south of the Taj Mahal building along with ADA access improvements to both the east and west building entry points.
- The new west side ADA access ramp and the new north side access points to the Taj Mahal building will be approximately one foot below the main entry level creating greatly improved ADA accessibility to the building from the parking areas.
- Major points of entrance to the Taj Mahal building will be further accentuated by the addition of architectural canopies and/or signage.
- Use of the west entry to the Taj Mahal building will be improved via clear identification of the point of access and improved visibility from Paseo de Valencia.
- Implementation of the new Master Sign Program including directional signage and the establishment of a uniform building identity, Taj Mahal Medical Center. Signage for the Capital Source Bank building will not change, but a future amendment to the Sign Program would coincide with the medical office conversion of that building. Directional signage will be installed when a parking control system is implemented. Monument, entrance and canopy signs for the Taj Mahal building will be concurrent with the site improvements. There is no immediate timetable for the tenant wall signs.
- Design and approval of the parameters for the future addition of a controlled access gate system covering all three driveways that serve as access to both parcels.
- Coordination between the Owners of the Taj Mahal and Capital Source Bank parcels for parking improvements, mutual access easements, and management of the future controlled access system.

2 SEQUENCES:

1st SEQUENCE:

2nd SEQUENCE:

TOTAL CURRENT PARKING (incl. BANK) : 320 SPACES +-

SEQUENCE #1:

START : 320 SPACES

LOST : < 90> SPACES

230 NET SPACES AVAILABLE

SEQUENCE #2:

DURING SEQUENCE #1: 230 SPACES

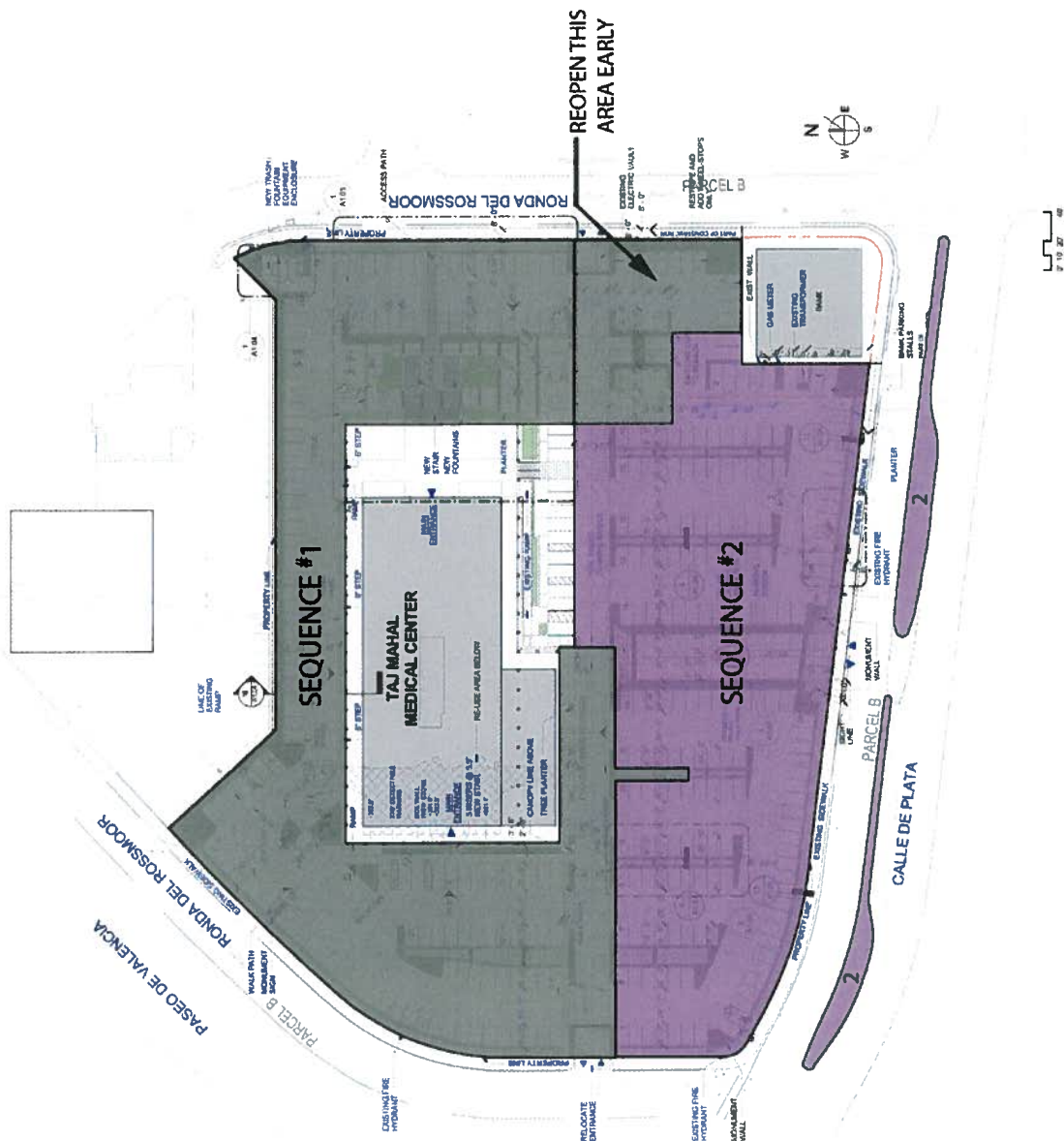
ADD AFTER SEQUENCE #1: 170 SPACES

LOST : < 90> SPACES

240 NET SPACE AVAILABLE

AFTER COMPLETION : (incl. BANK)

APPROX. 414 SPACES



The Muller Company

TAJ MAHAL MEDICAL CENTER

CONSTRUCTION SEQUENCING PLAN

23521 Paseo de Valencia, Suite 200 Laguna Hills, California 92653

160210

The Attachments referenced in
the Agenda Report:

4. Parking Demand & Trip Generation
Assessment

5. Master Sign Program

6. Colored Renderings, Landscape and
Plaza Plan

7. Site Plan, Grading Plan, Landscape
Plan, and Architectural Plan

are available for review in the
City Clerk's Department.

CITY OF LAGUNA HILLS

PLANNING AGENCY AGENDA REPORT COMMUNITY DEVELOPMENT DEPARTMENT

ISSUE: SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 2-11-1881, A REQUEST TO RENOVATE THE MISSION HILLS PLAZA LOCATED AT 25260 LA PAZ ROAD IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT

SUMMARY:

Southco Properties, L.P. ("Applicant") is requesting approval of a site development permit for renovations to the Mission Hills Plaza ("Center"), including architectural/façade changes, revised parking layout, new landscaping, and new master sign program. The subject site is located at 25260 La Paz Road (southwest corner of La Paz Road and McIntyre Street) in the Community Commercial (CC) zoning district.

Staff has reviewed the Development Code requirements as well as General Plan issues, goals, and strategies, and has evaluated the potential for environmental impacts in accordance with the California Environmental Quality Act (CEQA), and has determined that the proposed project, subject to conditions of approval, will not result in any significant impacts to the environment and will not be detrimental to the public health, safety, or general welfare.

AUTHORITY:

Laguna Hills Municipal Code (LHMC) §9-92.080 grants the Planning Agency authority to approve Site Development Permits and Master Sign Programs. Deviations to required sign standards may be granted by the Planning Agency through a site development permit/master sign program application (LHMC § 9-42.170 and 9-42.180).

Center identification signs may identify up to two anchor tenants, subject to the size limitations specified in Table 9-42.090 of this chapter. The name of the center shall constitute at least one-half of the total allowable sign message area. Tenant identification shall be secondary in appearance to the center identification. This may be accomplished through the use of smaller

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 2-11-1881, A REQUEST TO RENOVATE BUILDING ELEVATIONS, PARKING, LANDSCAPING, AND SIGNAGE FOR MISSION HILLS PLAZA AT 25260 LA PAZ ROAD IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT."

lettering, color, or other means deemed appropriate by the Community Development Director. (Ord. 98-8 § 2 (part): prior code § 9-25.220)

PROJECT DESCRIPTION AND ANALYSIS

The Applicant has filed a site development permit application requesting approval to renovate the existing Center, located at 25260 La Paz Road in the Community Commercial (CC) zoning district. Improvements to the Center will include:

- Upgrading the building facades to include new architectural details and color palette. Existing stucco columns will be clad with ledgerstone, and the two-story building will have new façade and canvas awnings at the second floor. Open trellis structures with landscaping will be added to two main entry areas to the two-story building.
- Re-striping the parking lot. The existing parking lots will be slightly reconfigured to leave adequate space to incorporate more parking lot landscape area, along with the aforementioned building trellis structures.
- Re-landscaping perimeter planter areas and adding (and upgrading) parking lot landscaping.
- Establishing a new Master Sign Program (“MSP”) for the Center in which existing cabinet signs are replaced with individual channel letter signs for tenant building signage. New Center Identification (“Center ID”) signs are proposed as well, reflecting the quality materials proposed on the building facades.

Following is a brief discussion and analysis of each proposed improvement:

Upgrade to Building Facades

The main two-story building (Building A) will see a majority of the façade changes. The upper tile roof will be removed and replaced with a straight parapet and canvas awnings. New wood trellis structures will be added at the two primary entrances to the building. These structures will add visual interest to the building and provide a defined pedestrian entry to the building. Building B (Villa Roma) and Building D (Yamato) along with Building A will all have a new color scheme and updated columns. Existing stucco columns and some façade areas will be clad with ledgerstone and the color scheme will incorporate earth tones that will compliment the ledgerstone. No changes are proposed to Building C (Hot-Off-The-Grill Restaurant).

Parking and Circulation

The Applicant is proposing to re-stripe the parking lot, reconfiguring it somewhat. The existing 211 parking spaces will be preserved; however, some of the spaces are currently larger than what is required by Code. These spaces will be reduced (to the standard stall dimensions) in order to create more space for landscaping area. While staff did ask the Applicant to look at reconfiguring the parking lot to provide for improved circulation, the Applicant was unable to significantly improve circulation without losing a substantial number of parking spaces and landscape area. **Condition 26** has been added to ensure accessibility for handicapped

residents and patrons is improved or maintained from the public sidewalk to the buildings on the subject site.

Landscaping

By decreasing the size of the parking spaces, more space is made available for increased landscaping area throughout the site. Where currently small landscape boxes (containing a single tree) exist, the new proposal includes five-foot wide landscape medians to break up the parking area. This is consistent with LPMC requirements, which requires landscaped planters not less than five feet in width and the length of the parking spaces to be placed at the ends of parking rows and in a ratio of one planter per 15 consecutive parking spaces to reduce the amount of continuous paving within the parking lot (LPMC 9-44.060 G). In addition to this requirement, the Applicant has demonstrated that the landscaping will comply with the other Parking Lot Landscaping requirements in the LPMC Chapter 9-44.040 F and 9-44.060 G (See Attachment 4, plan sheet L-1). The plant materials proposed are drought-resistant and all irrigation will be low-water usage, yet adequate to support plant life.

Master Sign Program

The Applicant is also proposing a new MSP for the Center. Included in the MSP are new tenant wall signage on the buildings and two new Center ID signs. All tenant wall signage will be required to be individually illuminated channel letters or logos. Channel letters can be illuminated through the face of the letter, or they can use "halo" illumination (which illuminates behind the letters), or a combination of illumination thereof (see Attachment 3, page 7). Overall signage area for each business is within the LPMC standard of one square foot of signage for each lineal foot of tenant frontage (LPMC 9-42.090).

Two (2) new Center ID signs are proposed. Both signs use the same color and material palette as the buildings; neutral tones will be used and both signs are to be clad in ledgerstone. The letters that identify the Center name will be internally illuminated reverse pan channel letters. Each tenant panel will be uniform in terms of background color and material and tenants will be allowed to use their own font, color, and wording for the copy of the panel. The larger of the two Center ID signs (Sign A) is located in the same place as the existing Center ID sign. Sign A is proposed to be 18'6" tall and 12'0" wide (222 square feet). The smaller of the two signs (Sign B) is located where an existing monument sign for the Yamato restaurant is currently located. Sign B is 9'11" tall and 15'0" wide (149 square feet). The LPMC prescribes 20 feet for the maximum height for Center ID Signs and 400 square feet for aggregate area of all Center ID signs (LPMC 9-42.090). The Center ID signs proposed in this sign program meet both of these requirements. For comparison purposes, the Center ID sign approved for the adjacent Courtyard at La Paz Center is 12'6" tall and 10'2" wide (127 square feet).

The Applicant is requesting some deviations from the LPMC for the Center ID signs. The Planning Agency has the authority to grant deviations for signage based on quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses (LPMC 9-42.180). The LPMC states that Center ID signs may identify up to two tenants, and

that the name of the center shall constitute at least one-half of the total sign area with tenant identification being secondary in appearance to the center identification portion of the sign (LHMC 9-42.220 C). Both signs allocate more sign area to tenant identification than to the center identification, and Sign A is proposed with four (4) tenant panels. The applicant has conveyed to staff that their prospective tenants are concerned about the availability and visibility of signage. The Applicant has expressed that the unique grade of the site presents a special circumstance; particularly, that it is difficult to see into the site as you travel up La Paz Road from the 5 freeway, until you have already passed the site.

Additionally, the Applicant has proposed two small entry signs which identify the Center and do not include tenant signage on the retaining walls at the driveway entrance off of McIntyre Street (see Attachment 3, page 16). While this type of signage is not specifically addressed in the LHMC, staff believes that the grade separation of this driveway from McIntyre Street is a unique circumstance not present at other shopping centers within the City and is a reasonable request.

Due to the fact that signage deviations can be granted by the Planning Agency, staff felt it appropriate to compare what is being proposed to signage that has been approved recently at other centers, particularly the Courtyard at La Paz Center, which is located across the street. The Courtyard recently underwent a renovation and updated the MSP, which was approved by the Planning Agency in 2008. For reference, staff has provided a brief summary of the freestanding signs that were approved at the Courtyard shopping center below, as follows:

The Courtyard shopping center has one (1) Center ID sign. It was limited to 12'6" in height and approximately 127 square feet. This new Center ID sign replaced a prior sign that was over 20 feet in height and contained the names of 18 tenants. The new sign has four (4) tenants listed and tenant copy area comprises about two-thirds of the sign area, with the remaining third being center identification copy. Each tenant panel on the Center ID sign is approximately 10 square feet. In addition, three (3) monument signs were approved. One monument sign identifies only the Center name, has no tenant panels, and is 4'6" tall. The other two monument signs identify the Center and two tenants; the tenant panels are four square feet and the signs are under the four-foot height requirement in the LHMC. The Courtyard shopping center has additional signage on a "tower" architectural feature at the entrance to the courtyard area. This signage is unique in that it provides signage to businesses located in an interior pedestrian courtyard area, which has no parking lot or street frontage on which to post signs.

Overall, staff supports the MSP proposed for Mission Hills Plaza; however, there are a few modifications that staff believes should be made to the proposed Center ID signs in order to be more consistent with the Center ID signage permitted at similar sized centers elsewhere in the City. First, staff cannot recall any centers in the City that have not placed the name of the center at the top of a Center ID sign consistent with the LHMC directive that "tenant identification shall be secondary in appearance to the center identification" and that "the name of the center shall constitute at least one-half of the total allowable sign message area." Both of the Center ID signs propose the name of the Center to be near the bottom of the sign.

Second, the Planning Agency may want to consider reducing the number of tenant panels for each Center ID sign to be more in line with what was approved for the Courtyard and other similar sized centers. The Courtyard has approval for four (4) tenant panels on their Center ID sign, which represented a significant reduction from the previous 18 panels. The subject MSP proposal for two (2) Center ID signs totaling six (6) tenant panels (between them) is more generous than approved for the Courtyard project, which has larger, more notable, anchor tenants. Over the years, the only centers that the Planning Agency have approved for more than two (2) tenant panels are those centers that have significantly reduced the number of tenant panels from what was initially approved by the County of Orange. [Note: The existing Center ID sign at Mission Hills actually complies with the existing LHMC sign requirements in that it has only two (2) tenant panels and the name of the center comprises 50% of the sign area.] In addition, the area of the proposed tenant panels on both Center ID signs (A and B) range from 15 square feet to 22 square feet. The height of the proposed panels ranges from 22 inches to 24 inches. These panels (individually and collectively) are considerably larger than those tenant panels approved for the Center ID sign at the Courtyard, which are only slightly over 11 square feet in area. Reducing the size of these panels to something similar to those of the Courtyard (i.e. 18 inches in height), would create some consistency in the size of the Center ID signs between the adjacent centers. Below is a summary of what is existing and proposed for Signs A and B and staff's recommended changes, if any:

Sign A

	Existing	Proposed	Staff Recommendation	Notes
Height	20'	18'6"	13'6"	Reducing # of panels and panel height results in a height decrease of 5' from what is proposed.
Width	11' (exclusive of roof)	12'	12'	
# of Panels	2	4	2	Four tenant panels will be permitted in total, 2 on Sign A and 2 on Sign B.
Panel Height	3'6" * (19.25 sf)	2' (15 sf)	1'6" (11.25 sf)	Staff recommended height is consistent with the Center ID sign at the Courtyard, which are 1'6" tall and only 11 sf in area.

* The format of the existing tenant panels is more square, rather than the longer, rectangular panels proposed. Additionally, the current Center ID sign conforms to the Code in all aspects.

Sign B

	Existing	Proposed	Staff Recommendation	Notes
Height	3'6"	9'11"	8'	An 8' height will reduce the sign to a more "monument-like" appearance as opposed to a vertical sign. The slope on which the sign will sit will serve to elevate the sign further, making a taller sign unnecessary.
Width	8'	15'	12'	Staff believes that the 15 foot width is oversized for this corner, considering the topography and vision of motorists.
# of Panels	N/A	2	2	
Panel Height	N/A	1'10" (22 sf)	1'6" (Area may vary depending on panel width)	See note on panel height in Sign A Table, above.

In summary, staff believes that the proposed Center ID signs should be modified to: (1) place the Center's name at the top of the sign, (2) limit each sign to a maximum of two (2) tenant panels per sign, (3) reduce the height of the tenant panels to a maximum of 18 inches, and (4) limit letter height on tenant panels to 13 inches. This would have the dual affect of making the signs more consistent with the approval of Center ID signs for similar sized centers and would also reduce the overall height and size of the signs. Staff also believes the redesign would create a more attractive look for the Center ID signs. Accordingly, staff has included **Condition No. 21**, which would require the Applicant to submit for approval by the Community Development Director an updated MSP, modifying the Center ID signs, as directed by the Planning Agency.

CONCLUSION:

The Mission Hills Plaza shopping center has struggled for several years to attract and maintain quality tenants, due to the limited visibility and outdated look of the Center. The Center is in need of new tenants that will create stability for the Center and contribute to its economic vitality. In order to accomplish that objective, the owners of the Center have committed to the renovation proposed. Staff believes that the new façade upgrades, parking and landscaping renovations, and updated MSP will greatly enhance the ability of Mission Hills Plaza to both maintain its existing mix of tenants and attract quality businesses in the future. With the suggested modifications to the MSP, staff believes that the proposed modifications will create an attractive and more comfortable environment for shopping center customers.

Therefore, staff recommends approval of SDPM/MSP No. 2-11-1881, subject to the Conditions of Approval.

PUBLIC COMMENT:

A total of fifty-six (56) public hearing notices were mailed to surrounding property owners within a 300-foot radius of the subject site and twenty (20) notices were mailed to the tenants on the subject site. To date, staff has not received any comments.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with CEQA. Upon completion of this review, it has been determined that the proposed project is categorically exempt from CEQA, pursuant to CEQA Guideline Section 15301 (Class 1, Existing Facilities) and Guideline Section No. 15311 (Class 11, Accessory Structures). Categorical Exemptions are projects which have been determined not to have a significant effect on the environment and which have been exempted from the requirements of CEQA. Class 1 consists of minor alteration of existing structures involving negligible expansion beyond what is existing. Here, the existing building facades, parking, and landscaping will be renovated, but not expanded. Class 11 consists of construction or replacement of minor structures accessory to existing commercial buildings, including on-premise signs, such as the signage proposed as part of this project. Based on the foregoing, it is hereby determined that the project is exempt from CEQA.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 2-11-1881, A REQUEST TO RENOVATE BUILDING ELEVATIONS, PARKING, LANDSCAPING, AND SIGNAGE FOR MISSION HILLS PLAZA AT 25260 LA PAZ ROAD IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT."

ATTACHMENTS:

- (1) Resolution of Approval
- (2) Letter of Justification
- (3) Master Sign Program
- (4) Plans

RESOLUTION NO. PA2011-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 2-11-1881, A REQUEST TO RENOVATE BUILDING ELEVATIONS, PARKING, LANDSCAPING, AND SIGNAGE FOR MISSION HILLS PLAZA AT 25260 LA PAZ ROAD IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT.

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

WHEREAS, an application for Site Development Permit/Master Sign Program (SDPM/MSP) No. 2-11-1881 has been received to renovate building elevations, parking, landscaping, and signage for Mission Hills Plaza, located at 25260 La Paz Road in the Community Commercial (CC) Zoning District; and

WHEREAS, SDPM/MSP No. 2-11-1881 is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) based upon the following: Class 1 (CEQA Guidelines §15301, Existing Facilities) and Class 11 (CEQA Guidelines Sections 15311, Accessory Structures) exemptions; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the applicant, and other interested parties with respect to the subject application at a public hearing held on June 14, 2011.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That the required findings by the City for approval of SDPM/MSP No. 2-11-1881 have been met and made as follows:

Site Development Permit

1. The site design complies with standards of the development code in that:

The subject site is currently developed with commercial buildings, parking lot, and signage. No changes are proposed in terms of building size or footprint and the existing number of parking spaces are being preserved. Some deviations from the development code standards are requested for on-site signage; however, this is permitted by the development code with Planning Agency approval. Therefore, with the Conditions of Approval, the site design complies with the standards of the development code.

2. The site is suitable for the proposed development in that:

The site is already in use as a shopping center and no changes to the layout of the site or use are proposed. As an existing commercial shopping center, the site is suitable for the proposed renovations.

3. The project is consistent with the General Plan and applicable design guidelines in that:

According to the General Plan, the purpose of the Community Commercial land use designation is to provide areas for general shopping and commercial service needs. The project also meets several goals outlined by the General Plan including beautifying and enhancing the community and promoting responsible economic development. The proposed project will provide a more attractive and comfortable setting for residents and patrons by incorporating attractive color schemes, new architectural enhancements, and increased landscaping. The renovation of the Center will also enable the owners to attract and maintain high-quality tenants. The use of neutral colors and quality materials for building finishes and signage will give the Center an updated look consistent with applicable design guidelines.

4. The site design and structural components are appropriate for the site and function of the proposed uses in that:

As an existing shopping center, the site design and structural components are appropriate. The slight changes in parking and landscaping layout will improve the experience of residents and patrons to the site, and the renovations will create a more aesthetically pleasing environment.

Master Sign Program

1. The design and application of the sign criteria required by the development code are satisfied by the proposed sign program in that:

The development code signage criteria limits overall size, placement, and types of signage and allows for some deviations to the requirements of the code with Planning Agency approval. Therefore, with adoption of the Resolution of Approval, the development code sign criteria are satisfied by this proposal.

2. The sign program provides a compatible and harmonious design between advertising, landscaping, and building design in that:

The sign program prescribes the use of quality materials and construction in all signage, while allowing some flexibility for each tenant to customize their signage. Permitted wall sign sizes will be proportional to the adjacent building façades. Center identification signage uses materials and colors

that compliment the finishes on the buildings and will be appropriately landscaped.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve SDPM/MSP No. 2-11-1881 subject to the following conditions:

General

1. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
2. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of said Site Development Permit by the Laguna Hills Planning Agency.
3. As a condition of issuance of this approval, the applicant/owner, hereby agrees, at its sole cost and expense and to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, employees, agents, and consultants, which seeks to attack, challenge, set aside, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, but is not obligated to, at its sole cost and expense, elect to participate in the defense of any such action under this condition.
4. The applicant/owner shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
5. The applicant/owner shall reimburse the City for any outstanding staff time spent on the processing of SDPM/MSP No. 2-11-1881 within 60 days of the Planning Agency's approval.
6. The Site Development Permit and associated entitlements shall expire and be of no further force or effect if the permit is not implemented within two years from June 14, 2011.
7. Within 48 hours from project approval, the applicant/owner shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

Building

8. The applicant/owner shall secure applicable building permits, as required by Section 105 of the 2010 California Building Code (see work exempt from permits).
9. Any required plans shall be accurately labeled and reflect all work, as required by Section 107 of the 2010 California Building Code (construction documents).
10. The applicant/owner shall secure any required approvals from the Planning Department and OCFA prior to issuance of any required building permit.
11. The applicant/owner shall comply with the California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code.
12. The applicant/owner shall comply with all California Energy requirements, as required by the California Energy Commission.
13. All construction shall comply with the 2010 California Building, Plumbing, Mechanical, Electrical, and Green Building Codes, in regard to applicable occupancy types, including mixed occupancies.
14. The applicant/owner shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of the California Integrated Waste Management Board (CIWMB).
15. As applicable, the applicant/owner shall comply with all general construction Water Quality Ordinances, as required by the City of Laguna Hills, and Ordinance No. 2003-12.
16. The applicant/owner shall provide protection for pedestrians during construction.

Planning

17. Outdoor security and other lighting shall be designed and maintained so as not to illuminate beyond the project boundary. Exterior lights shall be focused inward and away from surrounding uses.
18. All signage, including any required approvals and permits, shall comply with L.H.M.C. Chapter 9-42. Signs shall be maintained to prevent deterioration, disrepair and shall be legible and in good condition.
19. All construction must meet noise requirements pursuant to L.H.M.C. Chapter 5-24.

20. Tenant panels on center identification and monument signage shall not be subdivided to accommodate more than one tenant. On double-sided center identification and monument signage tenant panels shall be the same on both sides.
21. The applicant/owner shall submit to the Community Development Director for final approval an updated master sign program, modifying the center identification signs consistent with staff recommendations outlined in the Planning Agency Agenda Report or as otherwise directed by the Planning Agency.
22. The ledgerstone installed as a part of this project shall be dry stacked with tight-fitted joints (no visible mortar joints).

Public Services

23. Prior to issuance of a building permit, the owner/applicant shall comply with all requirements of LHMC Chapter 9-47 (Landscape Water Efficiency).
24. Prior to issuance of a building permit, the owner/applicant shall prepare a Water Quality Management Plan ("WQMP") for review and approval by the City Engineer. The WQMP shall utilize Best Management Practices for site maintenance and control of water runoff.
25. The owner/applicant shall strive to implement Low Impact Development Standards including capture and treatment of storm water runoff.
26. Prior to issuance of building permits, the owner/applicant shall submit a plan demonstrating accessible pathways from the street to buildings on-site, to the satisfaction of the City Engineer, including making all necessary modifications to driveways.

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PASSED, APPROVED, AND ADOPTED this 14th day of June, 2011.

L. ALLAN SONGSTAD, JR., CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2011- adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 14th day of June, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

M.W. STEELE
GROUP, INC.

1805 NEWTON AVENUE | SUITE A
SAN DIEGO | CA | 92113
TELEPHONE 619 230 0325
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www.mwsteele.com
ARCHITECTURE | PLANNING

Mission Hills Plaza Project Letter of Justification
15 February 2011

Project Description:

We are proposing architectural building renovations, a revised parking layout, new site landscaping, and a new Master Sign Program for the existing Mission Hills Plaza commercial center as follows:

Site Plan:

New signage per the Master Sign Program. We are proposing new signage and landscaping throughout the property. The existing monument signs are to be updated to fit the architectural character of the proposed building renovations. The existing retaining walls at McIntyre Street will be resurfaced and new signage will be added per Master Sign Program. New directional signage on the interior of the property would be introduced to make the traffic flow within the parking lot clear. We intend to restripe the parking lot where current parking spaces are larger than the city standard. This will allow us to introduce new landscape islands with shade trees and lighting to make the parking lot a more pleasant experience. *[Note that we will not be reducing the current number of parking spaces.]* We are also proposing significant landscape islands with open trellis structures at the primary entrances to the 2-story multi-tenant building.

2-Story Multi-tenant building (Building A):

We intend to renovate this structure by introducing new architectural relief details to frame signage and add detail. We are proposing to visually lighten the building by removing the upper tile roof and introduce canvas awnings and lighting. A new color and material palette will be implemented to break up building massing and to give the structure more visual appeal. At the ground floor we are proposing to clad the existing stucco finished columns with ledger stone along with a pre-cast base and cap details to add visual interest and give the base of the building more appeal. We intend to replace the existing fenestration to allow for natural ventilation and to freshen up the character of the building at the arcade level. The landscape islands and trellis structures we are proposing will help to break up the monotony of the long façade and add visual interest at the arcade entries to the upper levels.

Villa Roma Market & Deli (Building B):

Similar architectural column details and fascia relief details as proposed in Building A. A new color pallet will be introduced to complement the colors selected for Building A to visually tie the center together.

M.W. STEELE
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ARCHITECTURE | PLANNING

Mission Hills Plaza Project Findings for a Site Development Permit
15 February 2011

1. With this submittal we believe we comply with the standards of the Laguna Hills Development Code. Primary renovations are cosmetic enhancements to existing structures.
2. This site is currently operated as a Commercial Center and our plans do not change the use or add square footage to the existing facilities.
3. The project is consistent with the General Plans and design guidelines per the Community Commercial (CC) zoning district.
4. The building renovations, site design, structural renovations and Master Sign Program are appropriate and in fact will enhance the aesthetic of the center update the character of the entire site. We are submitting a new Master Sign Program that has findings attached.

On behalf of the applicant, Ultrasigns is submitting an application to amend the existing Master Sign Program (MSP). Ultrasigns submitted first draft of the proposed revised MSP and received comments from Staff. We have made revisions to some of the points drafted in an email from the city on January 21st 2011.

Ultrasigns is herewith formally submitting the proposed revised MSP with listed findings for the revisions proposed.

WALL SIGNS

- Wall signage size allowed will be at 1 square foot of sign area per linear foot of leased premises per elevation with an 18" height restriction.
- Pad Tenant and Shop Tenant buildings will have "channel lettering" using a hidden raceway for mounting.

P. 10 PAD TENANT BUILDING

Primary Signage

- In the event that a pad tenant has multiple tenants, 1 linear foot per store frontage per tenant will apply with an 18" height maximum restriction.
- If one tenant occupies the entire pad than the same 1 linear foot rule applies and the 18" letter height restricts the over square footage.

Secondary Signage

- In the event that one tenant occupies the pad tenant building then secondary signage would be allowed. The maximum of the two signs will not exceed the code ordinance of any single business having more than 150 square feet per business. Table 9-42.90

Height

- Section 9-42.080 A States that "no sign shall extend above the eave line OR parapet of the building on which it is located.
- Table 9-42.90 – wall section calls out in the maximum height column top of parapet
- The architecture set forth in this commercial center has both a parapet and an eave line.
- The proposed MSP for the pad tenant building signage height complies with code due to code section 9-42.080 A stating that height restrictions shall not extend above eave line OR parapet of a building. This section assumes a building has one or the other, not both. Table 9-42.90 limits all wall sign heights to the parapet. The architecture for this commercial center is designed both with an eave line and parapet; therefore in accordance with Section 9-42.080 A and Table 9-42.90 the parapet is the height restriction for the Pad Tenant Building.

P. 11 SHOP TENANT BUILDING

Primary Signage

- 1 linear foot per store frontage per tenant will apply with an 18" height maximum restriction.

- The maximum signage per tenant will not exceed the code ordinance stating that any single business will not have more than 150 square feet per business. Table 9-42.90.

Secondary Signage

- No secondary signage will be allowed for Shop Tenant Building tenants.

Height

- Section 9-42.080 A States that “no sign shall extend above the eave line OR parapet of the building on which it is located.
- Table 9-42.90 – wall section calls out in the maximum height column top of parapet
- The architecture set forth in this commercial center has both a parapet and an eave line.
- The proposed MSP for the Shop Tenant Building signage height complies with code due to code section 9-42.080 A stating that height restrictions shall not extend above eave line OR parapet of a building. This section assumes a building has one or the other, not both. Table 9-42.90 limits all wall sign heights to the parapet. The architecture for this commercial center is designed both with an eave line and parapet; therefore in accordance with Section 9-42.080 A and Table 9-42.90 the parapet is the height restriction for the Shop Tenant Building.

P. 12 CENTER IDENTIFICATION SIGN

- The Center Identification Sign fits within the requirements specified in Table 9-42.090 regarding height and maximum square footage allowed.
- SECTION 9-42.220 C states that the Center Identification Sign may identify up to two anchor tenants.

The strict or literal interpretation and enforcement of the specified regulation would result in practical or unnecessary physical hardship inconsistent with the objectives of this Code:

The current enforcement of specified regulations which limits signage to the overall shopping center at Mission Hills shopping center is greatly impairing traffic flow and business to the center. The current signage that fronts the shopping center does not have sufficient space to incorporate the multitenant buildings located on the property. The multitenant buildings to the rear of the property are greatly affected by the lack of visibility from the main streets. Continuous infliction of the current ordinance is inconsistent with its objective and creates an unnecessary physical hardship to the shopping center business model. Both tenants and owner of the property alike have difficulty retaining business with the minimal signage at current standing.

There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended use of the property that do not apply generally to other properties in the same zone:

The property suffers from extraordinary circumstances due to topographical conditions. The property sits at a higher grade than that of La Paz Road & McItyre. The difference in site grade creates an even greater visibility issue to

those tenants located at the rear of the property. Shopping centers in the specific at grade which have effortless marketing opportunity with their signage and natural visibility.

That the approval will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity:

In no such way or manner will the allowance and approval of a modification to an existing Center Identification Sign create a detriment to the public health, safety, or materially affect properties or improvements within the vicinity. To the contrary, the approval of the MSP to modify an existing Center Identification Sign will increase safety by providing drivers and passers by visibility to what businesses are in the center; thus decreasing and eliminating the need of drivers to slow down and create traffic and/or accidents La Paz Road & McItyre Street.

P. 13 MONUMENT SIGN

Section 9-42.220 B Allows for commercial centers, up to one monument sign per driveway apron:

- The proposed monument located on the corner of La Paz Road & McItyre Street is the gateway to the Mission Hills shopping center.
- There are two driveways on the premise allowing for one monument sign on each apron. In order to increase marketability and awareness to the shopping center we are proposing to merge the two allowed monuments together thus creating a more visible impact at the corner of La Paz Rd & McItyre Street
- The same hardship findings listed under Center Identification Signs Apply.

The Attachments referenced in
the Agenda Report:

3. Master Sign Program, and 4. Plans,

are available for review in the
City Clerk's Department.

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

**ISSUE: CAPITAL IMPROVEMENT PROGRAM CONFORMITY WITH THE
GENERAL PLAN**

SUMMARY:

In accordance with Sections 65401 and 65402 of the California Government Code, a Capital Improvement Program (CIP) is required to be submitted to the City Planning Agency for review and determination as to its conformance with the adopted General Plan. The Fiscal Year 2011/2012 and Fiscal Year 2012/2013 proposed CIP is hereby submitted for such a determination. Adoption of a Resolution finding the CIP in conformance with the General Plan is recommended.

BACKGROUND:

The Capital Improvement Program is one of the primary tools used to implement the goals of the General Plan. Key General Plan goals follow from the eight Guiding Themes of the General Plan. The Guiding Themes related to the Fiscal Year 2011/2012 and Fiscal Year 2012/2013 CIP are excerpted from the General Plan as follows:

Guiding Theme 1: A City Prepared for the Future – The need to continually improve municipal services and facilities (such as water, sewer, trash, library, sports facilities, and animal services) is important to the City's welfare. The City will continue to look for opportunities to integrate City services with the best technology available. Maintaining community connections is important as development occurs in Laguna Hills. Attention should be paid to the amount, type, and design of new development to ensure compatibility with existing neighborhoods and to create new gathering spaces.

Guiding Theme 2: Focused Revitalization in Commercial Corridors – Promoting revitalization that enhances the public realm, expanding the City's unique offerings, and cultivating environmental and economic sustainability are important goals of the General Plan.

RECOMMENDATION: THAT THE PLANNING AGENCY ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING THAT THE FISCAL YEAR 2011/2012 AND FISCAL YEAR 2012/2013 CAPITAL IMPROVEMENT PROGRAM (CIP) IS CONSISTENT WITH THE GENERAL PLAN."

Guiding Theme 3: Efficient Transportation System – Safe, well-functioning roads are essential and significantly contribute to people's day-to-day experience in the City. The impact of traffic volume, speed, accidents, and congestion are significant issues for Laguna Hills' residents, employees, and businesses. The General Plan strategically links land use and transportation to make efficient use of existing capacity. General Plan goals, policies, and programs for mobility emphasize pedestrian paths, bikeways, equestrian trails, and transit that connect neighborhoods to commercial districts, other activity centers, and regional transportation systems. The General Plan also establishes policies to address congestion points throughout the City, regional traffic impacts, and coordinated signalization to enhance smooth traffic flow.

Guiding Theme 4: Strong Community Identity – Bolstering the unique attributes of Laguna Hills is an important goal Citywide. The City will benefit from a defined consistent character that connects to the City's origins and culture, while reflecting its natural setting. General Plan goals and policies promote more identifiable local facilities (such as the Civic Center and community centers) and defined streetscapes that tie neighborhoods and districts within the City together. Efforts also focus on City beautification.

Guiding Theme 5: Healthy and Supportive Community for Families and People of All Ages – Attention to the needs of all community members, including seniors, children, persons with special needs, and residents of all ages, is an important value in Laguna Hills. Residents also recognize the need for opportunities for increased physical activity and desire to maintain and increase access to parks and recreational amenities to foster healthy lifestyles within the community.

Guiding Theme 6: Protecting Environmental Resources and Preserving Open Spaces – Laguna Hills' natural amenities are highly valued. The community is envisioned as a healthy and clean environment where resources are protected. This includes preservation of existing open spaces, parks, trails, and creeks, and the conservation of energy and water resources. Reducing air and noise pollution and improving recycling efforts are also goals of the community.

Guiding Theme 7: Maintaining Safety within the Community – The City's neighborhoods will be secure. People of all ages will be safe walking or bicycling to schools, recreation, or work. Problems with traffic and speeding cars need to be addressed by traffic calming measures to improve the overall safety of the community. Laguna Hills also has a very low crime rate and residents want that low rate maintained.

Guiding Theme 8: Sustaining Community Connections as Laguna Hills Advances – The City will strive to protect the small town atmosphere that residents identify with living and working in Laguna Hills. Residents feel connected to the community and local government and enjoy knowing their neighbors and their neighborhoods in addition to participating in civic life. Planning will focus on fostering a community feel that creates opportunities for community connections (both social and physical). General Plan goals and policies will foster more community traditions and events by creating additional community activity centers (where residents can congregate), and by establishing physical connections between the residents and the community activity centers.

The eight Guiding Themes of the City's General Plan and the specific goals related thereto are being implemented through the Fiscal Year 2011/2012 and Fiscal Year 2012/2013 Capital Improvement Program and budget, attached.

CEQA FINDINGS:

In accordance with the California Environmental Quality Act (CEQA) Guidelines, a Statement of CIP conformity with the General Plan is not considered a project. Therefore, a determination of environmental impact is not necessary.

RECOMMENDATION: THAT THE PLANNING AGENCY ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING THAT THE FISCAL YEAR 2011/2012 AND FISCAL YEAR 2012/2013 CAPITAL IMPROVEMENT PROGRAM (CIP) IS CONSISTENT WITH THE GENERAL PLAN."

ATTACHMENTS:

- Resolution
- Capital Improvement Program Summary

RESOLUTION NO. PA2011-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING THAT THE FISCAL YEAR 2011/2012 AND FISCAL YEAR 2012/2013 CAPITAL IMPROVEMENT PROGRAM (CIP) IS CONSISTENT WITH THE GENERAL PLAN

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

WHEREAS, in accordance with Sections 65401 and 65402 of the California Government Code, a Capital Improvement Program (CIP) is required to be submitted to the Planning Agency for review and a determination as to whether the proposed CIP is in conformance with the City's adopted General Plan; and

WHEREAS, the City has a CIP biennial budget and, therefore, a determination of General Plan conformity is required every two years.

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

SECTION 1. The Fiscal Year 2011/2012 and Fiscal Year 2012/2013 Capital Improvement Program, which is included in the 2011/2013 Biennial Budget Binder under separate cover in section "Capital Improvement Program" and is incorporated herein by reference, is determined to be in conformity with the City's adopted General Plan and its implementing goals and objectives.

SECTION 2. In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Statement of General Plan Conformity is not considered a project and therefore, not subject to the provisions of CEQA.

PASSED, APPROVED, AND ADOPTED this 14th day of June 2011.

L. ALLAN SONGSTAD, JR., CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2011- adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 14th day of June 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT NO.	PROJECT	PAGE NO.	TOTAL COST	FISCAL YEAR 2011/12	FISCAL YEAR 2012/13	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FUTURE
STREET, SIGNALS AND LIGHTING										
101	Annual Street Maintenance	V - 9	\$ 5,851,000	-	\$ 1,842,000	\$ -	\$ 1,945,000	\$ -	\$ 2,064,000	\$ 250,000
112	Traffic Signals	V - 11	250,000	-	-	-	-	-	-	250,000
139	Cabot Widening - La Paz to Paseo de Valencia	V - 13	3,700,000	-	-	-	-	-	-	3,700,000
145	Paseo de Valencia Widening	V - 15	7,600,000	-	-	-	-	-	-	7,600,000
168	Traffic Signal Improvements/Coordination Projects	V - 17	600,000	-	-	-	600,000	-	-	-
170	Access Ramp Construction	V - 19	1,600,000	-	-	-	-	-	-	1,600,000
171	La Paz Road Sidewalk Widening	V - 21	275,000	-	-	-	-	275,000	-	-
172	Ridge Route Drive Pavement Rehabilitation (Ave Carlota to Sta Victoria) V - 23	V - 23	1,215,000	-	25,000	490,000	-	-	-	700,000
175	Los Alisos Blvd. Pavement Rehabilitation (ECL to Paseo de Valencia)	V - 25	600,000	-	-	-	-	-	-	600,000
176	Paseo de Valencia Pavement Rehabilitation (La Paz To Cabot)	V - 27	575,000	-	-	-	-	-	-	575,000
178	South Moulton Pavement Rehabilitation (VIA Lomas to SCL)	V - 29	1,200,000	-	-	-	-	-	-	1,200,000
179	El Toro Road Pavement Rehabilitation (WCL to ECL)	V - 31	550,000	-	-	-	-	550,000	-	-
180	Santa Maria Avenue Pavement Rehabilitation (ECL to WCL)	V - 33	200,000	-	200,000	-	-	-	-	-
181	Oso Parkway Pavement Rehabilitation (Cabot to WCL)	V - 35	1,750,000	-	-	-	-	-	-	1,750,000
182	Lake Forest Drive Pavement Rehabilitation (ECL to WCL)	V - 37	1,200,000	-	-	-	-	-	-	1,200,000
183	Avenida Carlota Pavement Rehabilitation (El Toro Rd to Los Alisos Blvd) V - 39	V - 39	825,000	-	-	-	-	-	-	825,000
184	La Paz Road Widening (McIntyre to Cabot)	V - 41	1,457,000	-	107,000	-	-	-	-	1,350,000
Sub-Total			\$ 29,448,000	\$ -	\$ 2,174,000	\$ 490,000	\$ 2,545,000	\$ 825,000	\$ 2,064,000	\$ 21,350,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2011/12	FISCAL YEAR 2012/13	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FUTURE
STREETSCAPE										
301	Alicia Parkway Median Islands Landscape Rehabilitation	V - 43	\$ 985,000	-	\$ -	-	\$ -	-	\$ -	985,000
305	La Paz Median Islands	V - 45	3,890,000	-	-	-	-	-	-	3,890,000
307	Entry Monuments	V - 47	650,000	-	-	-	-	-	-	650,000
312	Paseo de Valencia Median Island Rehabilitation	V - 49	3,375,000	-	-	-	-	-	-	3,375,000
314	Paseo de Valencia Median Islands	V - 51	1,425,000	-	-	-	-	-	-	1,425,000
315	Rehabilitation of Oso Median Islands	V - 53	2,450,000	-	-	-	-	-	-	2,450,000
319	Alicia Parkway South Side Slope	V - 55	1,150,000	-	-	-	-	-	-	1,150,000
320	Urban Reforestation	V - 57	300,000	100,000	-	-	-	-	-	200,000
321	Paseo de Valencia East Side Slope	V - 59	825,000	-	-	-	-	-	-	825,000
322	Rehabilitation of Moulton Median Island	V - 61	1,650,000	-	-	-	-	-	-	1,650,000
323	Rehabilitation of Laguna Hills Drive Median Island	V - 63	675,000	-	-	-	-	-	-	675,000
324	Rehabilitation of La Paz Median Island	V - 65	525,000	-	-	-	-	-	-	525,000
325	Ridge Route Median Islands - Santa Vittoria to Moulton Pkwy	V - 67	1,175,000	-	-	-	-	-	-	1,175,000
326	Laguna Hills Drive Median Islands	V - 69	780,000	-	-	-	-	480,000	300,000	-
330	Alicia Pkwy & Paseo de Valencia Street Tree Program	V - 71	525,000	-	-	-	-	-	-	525,000
331	Synthetic Landscape Turf Median Islands	V - 73	815,000	-	-	-	-	-	-	815,000
332	I-5 Fwy/North Aliso Creek Soundwall North	V - 75	1,725,000	-	-	-	-	-	-	1,725,000
333	Ridge Route Medians - Moulton Pkwy to Avenida de la Carota	V - 77	1,700,000	-	-	-	-	-	-	1,700,000
334	Aliso Hills Drive North Down Slope	V - 79	825,000	-	-	-	-	-	-	825,000
335	La Paz Road South Side Slope Renovation	V - 81	3,200,000	-	-	-	-	-	-	3,200,000
336	Palermo and Taranto Slope Renovation	V - 83	200,000	-	-	-	-	-	-	200,000
337	San Remo Drive Slope Renovation	V - 85	600,000	-	-	-	-	-	-	600,000
338	Paseo De Valencia East and West Parkway Renovation	V - 87	1,200,000	-	-	-	-	-	-	1,200,000
339	Paseo de Valencia Southwest Parkway Renovation	V - 89	500,000	-	-	-	-	-	-	500,000
Sub-Total			\$ 31,145,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 480,000	\$ 300,000	\$ 30,265,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2011/12	FISCAL YEAR 2012/13	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FUTURE
FLOOD CONTROL & WATER QUALITY										
403	Storm Drain/Slope Repairs	V - 91	\$ 150,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 750,000
406	F23 Canada Channel (Veesh Park)	V - 93	750,000	-	-	-	-	-	-	500,000
407	Aliso Creek Watershed	V - 95	500,000	-	-	-	-	-	-	-
410	NPDES / Water Quality Program	V - 97	1,350,000	200,000	200,000	225,000	225,000	250,000	250,000	-
411	Large Storm Drain Improvements (secondary outlet)	V - 99	300,000	-	-	-	-	-	-	300,000
412	Water Quality (2) Improvements	V - 101	390,000	65,000	65,000	65,000	65,000	65,000	65,000	-
Sub-Total			\$ 3,440,000	\$ 265,000	\$ 315,000	\$ 290,000	\$ 340,000	\$ 315,000	\$ 365,000	\$ 1,550,000
PARKS										
234	Aliso Hills Park	V - 103	\$ 2,775,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,775,000
237	Sheep Hills Park	V - 105	1,750,000	-	-	-	-	-	-	1,750,000
238	Community Center and Sports Complex Field Renovations	V - 107	600,000	-	175,000	-	200,000	-	225,000	-
239b	Renovation of Stockport Park Playground	V - 109	200,000	200,000	-	-	-	-	-	-
240	Softball Field Improvements - Community Center/Sports Complex	V - 111	200,000	-	-	-	-	200,000	-	-
241	General Park Renovations	V - 113	615,000	-	175,000	-	205,000	-	235,000	-
Sub-Total			\$ 6,140,000	\$ 200,000	\$ 350,000	\$ -	\$ 405,000	\$ 200,000	\$ 460,000	\$ 4,525,000
PUBLIC FACILITIES										
506	Skate Facility Enhancements	V - 115	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
508	Equipment & Supply Storage Building	V - 117	525,000	-	-	-	-	-	-	525,000
510	Public Art Program - Civic Center	V - 119	200,000	-	-	-	-	-	-	200,000
512	Roller Hockey Roof Structure	V - 121	1,000,000	-	-	-	-	-	-	1,000,000
513	Community Center Renovation	V - 123	370,000	200,000	50,000	12,000	108,000	-	-	-
514b	Sports Complex Renovations	V - 125	724,000	-	-	402,000	-	-	322,000	-
515	Community Center and Sports Complex Energy Efficient Field Lights	V - 127	175,000	-	-	-	-	-	-	175,000
Sub-Total			\$ 3,294,000	\$ 200,000	\$ 50,000	\$ 414,000	\$ 108,000	\$ -	\$ 322,000	\$ 2,200,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	PAGE No.	TOTAL COST	FISCAL YEAR 2011/12	FISCAL YEAR 2012/13	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FUTURE
TRAILS AND OPEN SPACE										
601	Trails Master Plan - Other Projects	V - 129	\$ 3,000,000	-	\$ -	-	\$ -	-	\$ -	3,000,000
606	Trail Head Plazas	V - 131	1,200,000	-	-	-	-	-	-	1,200,000
607	Aliso Hills Channel Pedestrian Crossing J05P03	V - 133	315,000	-	-	-	-	-	-	315,000
608	Multi-use Trail - Alicia to La Paz	V - 135	4,200,000	-	-	-	-	-	-	4,200,000
609	Multi-use Trail - Community Center to Indian Hill	V - 137	600,000	-	-	-	-	600,000	-	-
610	Loop Trails in Alicia Open Space	V - 139	400,000	-	-	-	-	-	-	400,000
611	La Paz Multi-use Trail - Moulton to Paseo de Valencia	V - 141	1,250,000	-	-	-	-	-	-	1,250,000
612	Alicia Pedestrian Bridge at Trail	V - 143	1,000,000	-	-	-	-	-	-	1,000,000
613	Trail along SJHTC	V - 145	300,000	-	-	-	-	-	-	300,000
614	Alicia Open Space Landscaping	V - 147	11,000,000	-	-	-	-	-	-	11,000,000
615	La Paz Open Space Riparian Habitat	V - 149	6,650,000	-	-	175,000	1,575,000	-	-	4,900,000
616	Aliso Hills Area Open Space	V - 151	4,700,000	-	-	-	-	-	-	4,700,000
617	Oso Parkway Open Space Landscape	V - 153	8,600,000	-	-	-	-	-	-	8,600,000
618	Ridge Route Open Space	V - 155	800,000	-	-	-	-	-	-	800,000
619	Slope Renovation South of Aliso Creek	V - 157	600,000	-	-	-	-	-	-	600,000
620	Miscellaneous Landscape Renovations - Various Areas	V - 159	1,750,000	-	-	-	-	-	-	1,750,000
621	Recycled Water Conversions	V - 161	1,050,000	-	-	-	-	-	-	1,050,000
Sub-Total			\$ 47,415,000	\$ -	\$ -	\$ 175,000	\$ 1,575,000	\$ 600,000	\$ -	\$ 45,065,000
Grand Total			\$ 120,882,000	\$ 765,000	\$ 2,889,000	\$ 1,369,000	\$ 4,973,000	\$ 2,420,000	\$ 3,511,000	\$ 104,955,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM**

FUNDING SOURCES

FUNDING SOURCE	FISCAL YEAR 2011/12	FISCAL YEAR 2012/13	FISCAL YEAR 2013/14	FISCAL YEAR 2014/15	FISCAL YEAR 2015/16	FISCAL YEAR 2016/17	FUTURE	TOTAL
General Fund	\$ 245,000	\$ 420,000	\$ 735,000	\$ 445,000	\$ 2,375,000	\$ 795,000	\$ -	\$ 5,015,000
Gas Tax	-	1,842,000	-	1,945,000	-	2,064,000	-	5,851,000
Measure M (Turn-back)	-	-	-	-	-	-	-	-
Measure M (Competitive)	45,000	125,000	45,000	645,000	45,000	45,000	-	950,000
Proposition 42	-	-	-	-	-	-	-	-
CARTS	-	27,000	-	-	-	-	-	27,000
Capital Reserve	400,000	275,000	414,000	363,000	-	607,000	-	2,059,000
STIP	-	-	-	-	-	-	-	-
Other -								
Developer Fee	\$	\$	\$ 175,000	\$ 1,575,000	\$	\$	\$	\$ 1,750,000
Proposition 1B		200,000						200,000
CAL FIRE Tree Grant	75,000						200,000	200,000
Public Art Fee							200,000	200,000
Sub-total - Other	\$ 75,000	\$ 200,000	\$ 175,000	\$ 1,575,000	\$ -	\$ -	\$ 200,000	\$ 2,225,000
Unfunded	-	-	-	-	-	-	104,755,000	104,755,000
GRAND TOTAL	\$ 765,000	\$ 2,889,000	\$ 1,369,000	\$ 4,973,000	\$ 2,420,000	\$ 3,511,000	\$ 104,955,000	\$ 120,882,000

**CITY OF LAGUNA HILLS
YEAR FISCAL 2011/12
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT NO.	PROJECT	FISCAL YEAR 2011/12	GENERAL FUND	GAS TAX	MEASURE M (TB & COMP)	CAPITAL RESERVES FUND	OTHER
STREETSCAPE (300)							
320	Urban Reforestation	100,000	25,000	-	-	-	75,000
	Sub-Total	\$ 100,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 75,000
FLOOD CONTROL & WATER QUALITY (400)							
410	NPDES / Water Quality Program	200,000	200,000	-	-	-	-
412	Water Quality (2) Improvements	65,000	20,000	-	45,000	-	-
	Sub-Total	\$ 265,000	\$ 220,000	\$ -	\$ 45,000	\$ -	\$ -
PARKS (200)							
239b	Renovation of Stockport Park Playground	200,000	-	-	-	200,000	-
	Sub-Total	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -
PUBLIC FACILITIES (500)							
513	Community Center Renovation	200,000	-	-	-	200,000	-
	Sub-Total	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -
	Grand Total	\$ 765,000	\$ 245,000	\$ -	\$ 45,000	\$ 400,000	\$ 75,000

**CITY OF LAGUNA HILLS
FISCAL YEAR 2012/13
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT NO.	PROJECT	FISCAL YEAR 2012/13	GENERAL FUND	GAS TAX	MEASURE M (TTB & COMP)	CARITS	CAPITAL RESERVE FUND	OTHER
STREET, SIGNALS AND LIGHTING (100)								
101	Annual Street Maintenance	\$ 1,842,000	\$ -	\$ 1,842,000	\$ -	\$ -	\$ -	\$ -
172	Ridge Route Drive Pavement Rehabilitation (Ave Carlota to Sta Vittoria)	25,000	25,000	-	-	-	-	-
180	Santa Maria Avenue Pavement Rehabilitation (ECL to WCL)	200,000	-	-	-	-	-	200,000
183	Avenida Carlota Pavement Rehabilitation (El Toro Rd to Los Alisos Blvd)	-	-	-	-	-	-	-
184	La Paz Road Widening (McIntyre to Cabot)	107,000	-	-	80,000	27,000	-	-
	Sub-Total	\$ 2,174,000	\$ 25,000	\$ 1,842,000	\$ 80,000	\$ 27,000	\$ -	\$ 200,000
FLOOD CONTROL & WATER QUALITY (400)								
403	Storm Drain/Slope Repairs	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
410	NPDES / Water Quality Program	200,000	200,000	-	-	-	-	-
412	Water Quality (2) Improvements	65,000	20,000	-	45,000	-	-	-
	Sub-Total	\$ 315,000	\$ 220,000	\$ -	\$ 45,000	\$ -	\$ 50,000	\$ -
PARKS (200)								
238	Community Center and Sports Complex Field Renovations	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ -
241	General Park Renovations	175,000	-	-	-	-	175,000	-
	Sub-Total	\$ 350,000	\$ 175,000	\$ -	\$ -	\$ -	\$ 175,000	\$ -
PUBLIC FACILITIES (500)								
513	Community Center Renovation	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
	Sub-Total	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
	Grand Total	\$ 2,889,000	\$ 420,000	\$ 1,842,000	\$ 125,000	\$ 27,000	\$ 275,000	\$ 200,000

**AGENDA REPORT
CITY MANAGER'S OFFICE**

6/14/2011 ITEM NO. 6.1

Under separate cover, the City Council will find a complete Operating Budget and Capital Improvement Program (CIP). These proposed budgets are substantially the same as the drafts presented to the City Council at the Budget Study Session on April 19, 2011, and include all Council-approved changes.

Operating Budget

The table below shows the proposed operating expenditures and revenues for the next two-year budget cycle. The Operating Budget includes 20 Major Plans approved by the City Council during the Budget Study Session.

	FY 2010-11	FY 2011-12	FY 2012-13
Budgeted Expenditures	\$ 17,166,944	\$ 16,923,152	\$ 17,367,504
% Change from prior year budget		-1.4%	2.6 %
Estimated General Fund Revenues	\$ 18,184,519	\$ 18,727,039	\$ 19,376,845
% Change from prior year-end estimate		3%	3.5%

The following is a summary of the major changes to the biennial operating budget:

1. Defunding of the Management Incentive Program (MIP) for the next two years (-124,569 / -127,764).
2. Annual health insurance savings of about \$187,000 in each of the next two years.
3. Cost of Living Adjustments in 2011-12 and 2012-13 of 2% and 2.2%, respectively (+54,432 / +61,187). It should be noted that the April 2011 COLA was 3.3%.
4. Community Development fee-based building inspections related to development activity in each of the next two years (+150,000 / +150,000).
5. Community Development fee-based planning services in each of the next two years (+80,000 / +80,000).

The City Council commissioned a comprehensive Compensation Study this past March and heard a preliminary presentation from the City's Consultant on May 8, 2011. The final study will be presented to the City Council at the June 28, 2011, City Council meeting. Based on the preliminary update at the May 8, 2011, City Council meeting, it is staff's assessment that any changes in the City's compensation policies or practices can be accommodated within the proposed budget. The purpose of the Compensation

Study is to form the basis of a strategic implementation plan to ensure that the City's compensation policies and practices are both fair and competitive over the long run. It is also expected that any changes would be implemented over a reasonable period of time to avoid any undue disruption to the City or its employees. Therefore, the Compensation Study is not expected to have a significant impact in the next two years, especially since the proposed budget already includes significant savings from the defunding of the MIP and the City Council approved change in health insurances. With respect to the COLAs of 2% in 2011-12 and 2.2% in 2012-13, based on the results of the study, these may or may not be evenly applied to employees and must first be authorized by the City Council in the Salary and Benefits Resolution. That Resolution will be presented to the City Council for consideration at the July 12, 2011, City Council meeting and will include any other recommended changes to employee compensation.

Capital Improvement Program

The 2011-2013 Biennial Budget includes a six-year Capital Improvement Program which contains a total cost of \$15,927,000. For the upcoming Biennial Budget cycle, the budget allocates \$3,654,000 towards twelve capital projects. These projects will be funded over the course of the two-year budget cycle with Special Revenues and Reserve Funds in the amount of \$2,989,000, or 82% of the required funding. The balance of \$665,000 will be supported by the City's General Fund.

2011-2013 Capital Projects	Budget FY 2011/2012	Budget FY 2012/2013
Capital Expenditures	\$ 765,000	\$ 2,889,000
<i>Funding Sources:</i>		
Special Revenue/Reserve Funds	\$ 520,000	\$ 2,469,000
General Fund	\$ 245,000	\$ 420,000

Since appropriations for capital projects do not expire until the project is completed, those projects that have been or will be initiated this year have not been included in the proposed budget or the above figures. This includes the La Paz Widening at the I-5, which will last through most of next year, and the Avenida de Carlota Widening at El Toro Road. Together, these projects have a total estimated cost of \$8,171,000.

FISCAL IMPACT:

The attached Resolution authorizes the following expenditures for the 2011-2013 Biennial Budget cycle:

	<u>FY 2011/12</u>	<u>FY 2012/13</u>
Operations	\$ 16,923,152	\$ 17,367,504
Capital Projects	\$ 765,000	\$ 2,889,000
Debt Service	\$ 1,798,387	\$ 1,803,187
Tax Increment	\$ 47,515	\$ 20,000
Housing Set-Aside	\$ 22,400	\$ 22,850

Solid Waste Funds	\$ 113,468	\$ 50,000
Senior Mobility Fund	\$ 63,721	\$ 34,226
<u>CDBG Fund</u>	<u>\$ 228,750</u>	<u>\$ 165,000</u>
Total Appropriations:	\$ 19,962,393	\$ 22,351,767

A Consolidated Report of Funding Sources and Uses can be found in the “Budget Summaries” section of the Budget Binder. It should be noted that expenditures related to the enterprise activity of the Laguna Hills Civic Center are approved by the City Council under a separate budget and on a single fiscal year basis.

RECOMMENDATION: THAT THE CITY COUNCIL TAKE THE FOLLOWING ACTIONS: (1) CONDUCT A PUBLIC HEARING REGARDING THE 2011/13 BIENNIAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM; AND (2) ADOPT A RESOLUTION ENTITLED: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM, AND OTHER APPROPRIATIONS FOR THE CITY OF LAGUNA HILLS FOR FISCAL YEARS 2011/12—2012/13.

ATTACHMENTS

- 2011-2013 Budget Resolution
- 2011-2013 Budget Binder (under separate cover)

RESOLUTION NO. 2011-06-14-_____

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 2011/2012-2012/2013

WHEREAS, the City Manager of the City of Laguna Hills has submitted to the City Council a proposed budget for Fiscal Years 2011/2011-2012/2013; and

WHEREAS, the City Council did consider said proposed budget and fixed June 14, 2011, as the date of public hearing; and

WHEREAS, after duly giving notice, the City Council did hold such Public Hearing, and all comments presented to the City Council were considered and evaluated.

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

SECTION 1. The City Manager's proposed operating budget shall be adopted in the amount of \$16,923,152, for FY 2011/2012 and \$17,367,504 for FY 2012/2013, and shall include any changes made and approved as a result of the City's Public Hearing conducted on June 14, 2011.

SECTION 2. The City Manager's proposed Capital Improvement Plan shall be adopted in the amount of \$765,000 for FY 2011/2012 and \$2,889,000 for FY 2012/2013, and shall include any changes made and approved as a result of the City's Public Hearing conducted on June 14, 2011.

SECTION 3. The City Manager's proposed debt service appropriation shall be adopted in the amount of \$1,798,387 for FY 2011/2012 and \$1,803,187 for FY 2012/2013.

The City Manager's following proposed appropriations for Other Funding Uses shall be adopted in the amount listed below for FY 2011/2012 and FY 2012/2013, and shall include any changes made and approved as a result of the City's Public Hearing conducted June 14, 2011:

	<u>FY 11/12</u>	<u>FY 12/13</u>
Tax Increment	\$ 47,515	\$ 20,000
Housing Set-Aside	\$ 22,400	\$ 22,850
Solid Waste Funds	\$ 113,468	\$ 50,000
Senior Mobility Fund	\$ 63,721	\$ 34,226

CDBG Fund \$ 228,750 \$ 165,000

SECTION 4. The City Manager is hereby authorized to make such transfers within the budget as deemed desirable and necessary during each fiscal year in order to meet the City's needs and in compliance with the City's Financial Policies.

SECTION 5. That all budgeted capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

SECTION 6. That all other unexpended appropriations ordered pursuant to Sections 1 and 4 will be automatically carried over from the first fiscal year to the second fiscal year of the two-year budget period.

PASSED, APPROVED, AND ADOPTED this 14th day of June 2011.

L. ALLAN SONGSTAD, JR., MAYOR

ATTEST:

PEGGY JOHNS, CITY CLERK

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

I, Peggy Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2011-x adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 14TH day of June 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY JOHNS, CITY CLERK

The Attachment referenced in
the Agenda Report:

2011-2013 Budget Binder,

is available for review in the
City Clerk's Department.

CITY OF LAGUNA HILLS
CITY COUNCIL
AGENDA REPORT
COMMUNITY SERVICES DEPARTMENT

ISSUE: CITY OF LAGUNA HILLS 20-YEAR ANNIVERSARY

SUMMARY:

The City of Laguna Hills will be celebrating its 20-Year Anniversary of Incorporation on December 20, 2011. One of the Community Services Department's proposed work programs for the next budget cycle is to "advertise and celebrate the City of Laguna Hills' 20-Year Anniversary of Incorporation." The purpose of this report is to elicit the City Council's ideas on how to promote and celebrate this occasion. Staff requested suggestions from the Parks and Recreation Commission at its June 1, 2011, meeting on how to achieve promotion of the City's 20-Year Anniversary. The Commission's input is included in this staff report.

BACKGROUND:

With an overwhelming vote of 86%, voters approved the incorporation of the City of Laguna Hills on March 5, 1991. The City of Laguna Hills was formally incorporated on December 20, 1991, and this December 20, 2011, marks the City's 20th Year of Incorporation. A work program identified in the next two year budget cycle for the Community Services Department is to "advertise and celebrate the City of Laguna Hills' 20-Year Anniversary of Incorporation." Staff is requesting the City Council to provide staff with ideas on how to promote and celebrate the City's 20-Year Anniversary.

Staff is in the process of developing a timeline exhibit to display at the information booth at the City's 4th of July event. Displayed with the major milestones of the City, the timeline exhibit will serve as a good visual aid of the accomplishments of the City in the last 20 years. This exhibit can also be used at any other events that promote the City's 20-Year Anniversary. Other staff ideas are to design the pins that will be passed out during this year's 4th of July event with a theme that will promote the City's 20-Year Anniversary and also to make an announcement prior to the start of the fireworks show that the City will be celebrating its 20-Year Anniversary in December 2011.

RECOMMENDATION: THAT THE CITY COUNCIL PROVIDE STAFF WITH IDEAS ON HOW TO PROMOTE AND CELEBRATE THE CITY OF LAGUNA HILLS' 20 YEARS OF INCORPORATION.

Staff also suggests that a ceremony occur at a City Council meeting to officially recognize December 20, 2011, as the 20-Year Anniversary of the City of Laguna Hills. Refreshments could be served prior to the City Council meeting to celebrate this event. December 13, 2011, is a regularly scheduled City Council meeting and possibly is the best City Council meeting date for such an occasion.

On June 1, 2011, the Parks and Recreation Commission was presented with a staff report requesting its input on ideas to promote and celebrate the City's 20-Year Anniversary. The following are ideas that the Parks and Recreation Commission shared with staff.

- Install banners on light poles that advertise the City's 20-Year Anniversary. Install these banners as soon as possible to promote this event up to December 20, 2011, at City entrances/gateways or on major thoroughfares.
- Present a banner at the Community Center to feature the City's 20th Year of Incorporation.
- Place banners at the City's entry monuments that advertise the City's 20 Year Anniversary.
- Pass out little trinkets such as flags, pins, pens, and mugs at City events that feature the City's 20th Year of Incorporation.
- Offer glasses/mugs with a 20-Year Anniversary promotion theme to the public for a charge with proceeds going to a charitable donation.

The City of Lake Forest also incorporated on December 20, 1991, and will be celebrating its 20th Year of Incorporation on December 20, 2011. A Lake Forest Celebration Committee has developed a list of suggested activities with a total estimated budget of \$75,000. At this time, the City Council of Lake Forest has not approved this budget.

FISCAL IMPACT:

Approximately \$7,000 is proposed in next year's budget for the implementation and support of the Community Services work programs which includes the promotion and celebration of the City's 20-Year Anniversary.

RECOMMENDATION: THAT THE CITY COUNCIL PROVIDE STAFF WITH IDEAS ON HOW TO PROMOTE AND CELEBRATE THE CITY OF LAGUNA HILLS' 20 YEARS OF INCORPORATION.
